



STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/15277 (TP121/2022)

Our File Reference Number: Erf 179, Devonvale, Stellenbosch

Your Reference Number:

Enquiries: Ulrich von Molendorff

Contact No: 021 808 8682

Email address: Ulrich.Vonmolendorff@stellenbosch.gov.za

PER E-MAIL [REDACTED]

Sir/Madam

**APPLICATION FOR THE AMENDMENT OF A CONDITION OF APPROVAL IN ORDER TO REPLACE THE DEVONVALE GOLF AND WINE ESTATE MASTERS HOA, THE PHASE 2 HOMEOWNERS ASSOCIATION CONSTITUTION & THE ARCHITECTURE AND LANDSCAPE ARCHITECTURE FRAMEWORK:
ERF 179, DEVONVALE (Previously Farm No 1512, Stellenbosch)**

1. The above application refers.

2. The duly authorised decision maker has decided on the above application as follows:

2.1 That the application in terms of Section 15(2)(h) of the Stellenbosch Municipal Land Use Planning Bylaw, promulgated by notice number 354/2015, dated 20 October 2015 for the amendment of conditions (a) of approval, in letter dated 07/02/2018, in order to the remove of the master's homeowner's association, amend and replace the approved Devonvale Golf and Wine Estate Phase 2 Home Owner's Association Constitution and Architectural and Landscape Architecture Framework (Dated November 2016) on Erf 179, Devonvale (Previously Farm 1512, Stellenbosch).

BE APPROVED in terms of Section 60 of the said Bylaw and subject to conditions of approval.

3. The approval is subject to the following conditions imposed in terms of Section 66 of the said Bylaw:

3.1 The approval only applies to the proposed removal of the master's homeowner's association, amend and replace the approved Devonvale Golf and Wine Estate Phase 2 Home Owner's Association Constitution and Architectural and Landscape Architecture

Framework (Dated November 2016) with and amended Constitution and Architectural and Landscape Architecture Framework (dated September 2022) on Erf 179, Devonvale under consideration, as indicated in the subject appendices and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.

3.2 The to be established Devonvale Golf and Wine Estate Phase 2 Homeowners Association be subject to the amended Constitution (**Appendix 3**) and Architectural and Landscape Architecture Framework, dated September 2022 (**Appendix 4**).

4. The reasons for the above decision are as follows:

4.1 The proposed removal of the master's homeowner's association and amendments to the subject constitution and architecture framework do not place any liabilities on the municipality with regards to specifically the administration of the common property, internal roads and services.

4.2 The amended constitution and architecture framework still recognize the final decision-making authority of the municipality in relation to building development within the estate and the approval of building plans.

4.3 The proposals do not affect the estates approved developments rights or grant additional land use rights and will subsequently not have a negative impact on the aesthetic appearance of the approved Golf Estate.

5. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw, 2015, of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.

6. Appeals must be submitted with the prescribed information to satisfy the requirements of Section 80(2) of the said By-law, failing which the appeal will be invalid in terms of Section 81(1)(b) of the said By-Law. The following prescribed information is accordingly required:

(a) The personal particulars of the Appellant, including:

(I) First names and surname;

(II) ID number;

(III) Company of Legal person's name (if applicable)

- (IV) Physical Address;
- (V) Contact details, including a Cell number and E-Mail address;

(b) Reference to this correspondence and the relevant property details on which the appeal is submitted.

(c) The grounds of the appeal which may include the following grounds:

(i) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000);

(ii) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

(d) whether the appeal is lodged against the whole decision or a part of the decision;

(e) if the appeal is lodged against a part of the decision, a description of the part;

(f) if the appeal is lodged against a condition of approval, a description of the condition;

(g) the factual or legal findings that the appellant relies on;

(h) the relief sought by the appellant; and

(i) any issue that the appellant wishes the Appeal Authority to consider in making its decision;

(j) That the appeal includes the following declaration by the Appellant:

(i) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct

(ii) That the Appellant is aware that it is an offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in an appeal against a decision on an application, or in any documentation or representation related to an appeal, knowing it to be false, incorrect or misleading or not believing them to be correct.

7. Appeals must be addressed to the Municipal Manager and submitted to his/ her designated official by means of E-mail at the following address: landuse.appeals@ Stellenbosch.gov.za

8. Any party (applicant or other) who lodges an appeal must pay the applicable appeal fee in terms of the approved municipal tariffs and submit the proof of payment together with the appeal. The **LU** Reference number on this correspondence, or the applicable Erf/ Farm Number must be used as the reference for the payment of the appeal fee.
9. The approved tariff structure may be accessed and viewed on the municipal website (<https://www.stellenbosch.gov.za/documents/finance/rates-and-tariffs>) and the banking details for the General Account can also be accessed on the municipal website (<https://www.stellenbosch.gov.za/documents/general/8314-stellenbosch-municipality-banking-details-1/file>).
10. An applicant who lodge an appeal must also adhere to the following requirements stipulated in terms of section 80(3) to (7) of the said By-law:
 - (a) Simultaneously serve the appeal on any person who commented on the application concerned and any other person as the municipality may determine.
 - (b) The notice by the applicant must invite persons to comment on the appeal within 21 days from date of notification of the appeal.
 - (c) The notice must be served in accordance with section 35 of the said legislation and in accordance with the prescripts or such additional requirements as may be determined by the Municipality.
 - (d) Proof of serving the notification must be submitted to the Municipality at the above E-mail address within 14 days of serving the notification.
11. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.
12. Kindly note the above decision is suspended, and in the case of any approval, may therefore not be acted on, until such time as the period for lodging appeals has lapsed, any appeal has been finalised and you've been advised accordingly.

Yours faithfully



FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT

28/3/2023

DATE

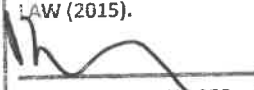
APPENDIX 3
Amended Constitution.

CONSTITUTION

OF THE

DEVONVALE GOLF AND WINE ESTATE PHASE 2

HOMEOWNERS' ASSOCIATION

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HERESY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
 MUNICIPAL MANAGER	28/3/2023 DATE

1. NAME AND ESTABLISHMENT

The **Devonvale Golf and Wine Estate Phase 2 Home Owners' Association (the Association)** is an Association, in terms of section 60 of the Stellenbosch Municipal Land Use Planning By-law, promulgated by notice number 354/2015 dated 20 October 2015, in accordance with the conditions imposed by the competent authority when approving the rezoning and subdivision of the Land as defined in clause 9.12 hereof and as subsequently amended by the Stellenbosch Zoning Scheme By-law which came into effect on 1 November 2019.

2. MAIN BUSINESS

The main business of the Association is to promote, advance and protect the communal interests of Owners (including occupiers of dwellings in the Estate) and in particular in so promoting such communal interests to ensure acceptable aesthetic, architectural and environmental standards on the Land

3. DEFINITIONS

In this Constitution, unless the context indicates the contrary;

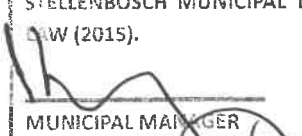
- 3.1 **"alienate"** means alienate any Erf or part thereof and includes by way of sale, exchange, donation, deed, intestate, will, cession, assignment, court order or insolvency, irrespective whether such alienation is subject to a suspensive or resolutive condition, and alienation shall have a corresponding meaning.
- 3.2 **"Association"** means **Devonvale Golf and Wine Estate Phase 2 Homeowners' Association**, and shall be an association established pursuant to the provisions of Section 60 of the Stellenbosch Municipal Land Use Planning By-law dated 20 October 2015.
- 3.3 **"Auditors"** means the auditors of the Association.
- 3.4 **"Club"** means the golf club for the golf course, which is not part of the Estate, situated on a different property, the ownership of which does not vests in the Developer, inclusive of Club Facilities-
- 3.5 **"Club Facilities"** shall mean the club house, driving range, pavilions, kitchens, refreshment rooms and other conveniences built and/or erected on the DVWGE, which is not part of the Estate, situated on a different property, the ownership of which does not vests in the Developer, for the general functioning of the Club and any improvements thereto.
- 3.6 **"Developer"** means Devonvale Phase Two (Pty) Ltd, Registration Number 2022/582995/07 and its successors in title and permitted assignees.
- 3.7 **"Development Period"** means the period commencing on the date of sale of the first erf and continue until all the Erven in the Estate have been transferred from the Developer
- 3.8 **"Devon Vale Wine and Golf estate (DVWGE)"** means the Wine and Golf Estate established on the Farm Number 1512 Stellenbosch (of which certain portions have been renamed Erf 1 and 179 Devonvale), situated in the Stellenbosch Division and Municipality, including the existing residential development (phase 1) on the south eastern side of the estate, south of the main entrance to the estate, this phase 2 development, and the 6 (six) Agricultural Holdings on the Southern Side (known as the Gentleman's estates) inclusive of the Club- and Club Facilities as defined in clauses 3.4 and 3.5 above.

STELLENBOSCH MUNICIPALITY
MUNICIPAL MANAGER

HEREBY
APPROVE IN TERMS OF SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-
LAW (2015).

26/3/2023
DATE

- 3.9 **"Erf / Erven"** means any of the residential Erven depicted on the General plans of subdivision for Erf 180, 181, 182 or 183 (all portions of erf 179) Devonvale approved by the Surveyor- General with S.G. numbers 923/2016, 924/2016, 925/2016 and 926/2016, respectively, whether registered or not in accordance with the Deeds Registries Act No. 47.
- 3.10 **"Estate"** means the **Devonvale Golf and Wine Estate Phase 2** to be developed on the Land.
- 3.11 **"Final Date"** shall mean the date 24 (twenty-four) months after the date of registration of transfer of the Erf into the name of a first purchaser in the case of a sale concluded as between the Developer and a first purchaser of an Erf.
- 3.12 **"Financial Year"** means the Financial Year of the Association to be determined from time to time by the Trustees.
- 3.13 **"General Plan"** means the Approved General Plan(s) referred to in clause 3.9.
- 3.14 **"Golf Course"** shall mean the existing 18-hole golf course which is part of the DVWGE.
- 3.15 **"Land"** means the 45 erven, zoned Conventional Residential and private roads indicated on the General Plans referred to in clause 3.9 above.
- 3.16 **"Levy/Levies"** means the levy referred to in Clause 22.
- 3.17 **"Local Authority"** means the Stellenbosch Municipality.
- 3.18 **"Member"** means a member as defined in clause 5 hereof.
- 3.19 **"Non-residential Erven"** means erven other than those defined in clause 3.9 and the erven in phase 1 development, including but not necessarily limited to the Golf Course, Club Facilities, etc.
- 3.20 **"Owner/Owners"** means the registered owner of an Erf/Erven.
- 3.21 **"Person"** shall include a Company, Close Corporation, Trust, Partnership or other Association of persons entitled by law to hold title to immovable property.
- 3.22 **"Private Areas"** means all erven on the Estate, which are identified as private roads and private open spaces.
- 3.23 **"Spouse"** means the husband, wife or life partner of an Owner under any law or custom that is recognised by South African law.
- 3.24 **"Trustees"** means the Board of Trustees of the Association.
- 3.25 Unless the context otherwise indicates, any words importing the singular shall also include the plural and vice versa, words importing any one gender shall also include the others.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
 MUNICIPAL MANAGER	28/3/2023 DATE

28/3/2023

4. MAIN OBJECT AND POWERS

The main objects and powers of the Association are:

- 4.1 The exercise of control in the Estate over:
- 4.1.1 the maintenance of all dwellings, including the external facades and roofs thereof, which maintenance is to be carried out by and at the expense of the Owner;
 - 4.1.2 the maintenance of all buildings and/or structures erected or to be erected on the Estate, other than dwellings and those buildings reserved by the Developer as stipulated in this Constitution, which maintenance is to be carried out by and at the expense of the Association;
 - 4.1.3 the maintenance of all Private Areas including the landscaping of same, all facilities and amenities located on Private Areas and all services but excluding those services located in or on Erven, which maintenance is to be carried out by and at the expense of the Association;
 - 4.1.4 the maintenance and upkeep of all private combined services (water, sewers, sewerage pump stations, roads, storm water and electrical services);

and the following ancillary objects: -

- 4.2 The promotion, advancement and protection of the interests of the Members generally, in all matters affecting the Estate.
- 4.3 To enter into service agreements with the Local Authority or any other authority or supplier of services.
- 4.4 To implement (where necessary) and maintain, in cooperation with the DVWGE, security measures and systems for controlled access to the Estate.
- 4.5 To prescribe measures for the landscaping and development of Erven on the Estate, and for the architectural design and building of improvements to Erven on the Estate so as to ensure a harmonious and aesthetic development of the Estate, and to prescribe measures for the maintenance of such standards of development.
- 4.6 To register where necessary various service servitudes over Private Areas in favour of the Local Authority and to register servitudes in favour of the Erven in the Estate over other land owned by the Association as are from time to time required.
- 4.7 To acquire by way of lease or ownership or otherwise, erven in the Estate constituting Private Areas for the purposes of road access to the Estate and to register transfer of ownership thereof in the name of the Association; to acquire and hold servitudes in the Association's favour for access to the Estate and also for the supply of services, including communication and surveillance and water to the Estate; and to register servitudes over the Association's erven in favour of Erven for communication and surveillance.
- 4.8 The formulation, enforcement, modification, amendment, additions and deletions of Estate Rules and Regulations.
- 4.9 To delegate the management of the Association to a third party.

- 4.10 To include in the Title Deeds of the Private Areas to be transferred to the Association, that save for the Association's successors in title, all such erven shall not be sold, alienated, otherwise disposed of or transferred to any other party, nor mortgaged.
- 4.11 To register servitudes of access over the Private Areas in favour of the Estate.
- 4.12 To pay the bulk water account.
- 4.13 Trustees to be responsible and have the right to right to inspect, repair, replace and/or test any water meter serving an Erf. Cost for the normal wear and tear of the water meter will be borne by the Association. Any damage to a water meter due to negligence, vandalism, or theft will be for the individual Owners' account.
- 4.14 To collect the membership levies and subscription fees on behalf of the Club and Club facilities.

5. MEMBERSHIP

- 5.1 Membership of the Association shall be compulsory for:
- 5.1.1 Every Owner in the Estate, except for the Developer;
- 5.2 Such membership shall commence simultaneously with the transfer of an Erf into the name of the Owner.
- 5.3 Membership shall be limited to all the Owners in the Estate, excluding the Developer, provided that:
- 5.3.1 a person who is entitled to obtain a certificate of registered title to any Erf shall be deemed to be the Owner thereof;
- 5.3.2 where an Erf is owned by more than one person, a company, close corporation, partnership or trust all the Owners or the holders of proprietary interests in such company, close corporation, partnership or trust shall together be deemed to be one Member of the Association and shall have the rights and obligations of one Member of the Association and nominate one person to represent them and vote at meetings of the Association.
- 5.3.3 save for the Developer, an Owner shall not be entitled to consolidate more than two Erven and any consolidated Erf shall be treated as one Erf. Any Owner or person wishing to consolidate two Erven may only do so with the consent of the Developer, during the Development Period and thereafter the Association and subject to such terms and conditions as may be imposed by the Developer / the Association in their sole discretion.
- 5.4 When a Member ceases to be the Owner of an Erf, he shall ipso facto cease to be a Member of the Association.
- 5.5 A Member shall not be entitled to:
- 5.5.1 sell or transfer an Erf unless it is a condition of the sale that;
- 5.5.1.1 the transferee becomes a Member of the Association;
- 5.5.1.2 the registration of transfer of the Erf into the name of the transferee shall ipso facto constitute the transferee as a Member of the Association.

MUNICIPAL MANAGER

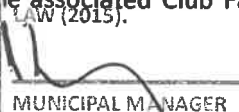
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- 5.5.1.3 he first obtains the written consent of the Association, which consent will be given provided the purchaser of such Erf agrees in writing to abide by the terms of the Constitution of the Association and any rules and regulations made in terms of the Constitution, and provided further that such Member has paid all levies and any other amounts owing by him to the Association and all outstanding annual / monthly subscriptions to the Club as at the date of transfer of the Erf. The restriction against alienation and transfer referred to herein shall be registered against the Title Deeds of all Erven.
- 5.6 A Member shall not without the prior written approval of the Association:
- 5.6.1 erect any building and/or structures of any nature whatsoever on his Erf;
- 5.6.2 make any changes or alterations to existing buildings and/or structures on his Erf, including changes to external colour scheme;
- 5.6.3 install or fix burglar bars to any external windows or doors of the buildings on his Erf;
- 5.6.4 erect or construct any pergolas, patio awnings, shade ports, car ports, washing lines, wendy houses, walls or any other structures which may affect the external appearance of the improvements on his Erf;
- 5.6.5 sink a borehole or a well or construct any water body/water feature or pond on his Erf.
- 5.7 The consent of the Association as contemplated in clause 25 shall only be given;
- 5.7.1 after detailed plans of the proposed work have been submitted to the Association, or any person nominated by the Association;
- 5.7.2 the Association or their nominee are satisfied that the proposed work is in accordance with the Architectural and Landscape Architectural Framework, for the purposes of which, the Association or their nominee shall be the sole arbiter and their decision shall be final and binding on the Member; and
- 5.7.3 the Member has made payment of any costs which may be incurred in obtaining this approval, including the costs of the Trustees or their nominee, such costs to be based on the recommended tariff of the Institute of South African Architects, for work of a similar nature.
- 5.8 The Association may, by regulation issue a membership certificate, which certificate shall be in such form as may be prescribed by the Association.
- 5.9 The rights and obligations of a Member shall not be transferable, and every Member, except for the Developer shall;
- 5.9.1 to the best of his ability further the objects and interests of the Association;
- 5.9.2 observe all the Rules and Regulations made by the Association;
- 5.9.3 be jointly liable with all the Members for expenditure properly incurred in connection with the Association, insofar as third parties are concerned, provided that nothing

contained in this Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the mortgagee of that Member's Erf.

- 5.9.4 Be obliged to remain a member of the Club and the associated Club Facilities for the duration of his membership to the association.

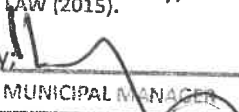
STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
	24/3/2023
MUNICIPAL MANAGER	DATE

6. MANAGEMENT

- 6.1 The affairs of the Association shall be managed and controlled by a Board of Trustees consisting of 5 (five) Trustees to remain in office for one year, 1 (one) of whom shall be a representative of the Club (and as such be nominated by the Club), the remaining 4 (four) to be elected by a majority vote of the Members of the Association.
- 6.2 Within 60 (sixty) days of establishment of the Association the Developer shall call a general meeting of Members for the purpose of electing the trustees as provided in clause 6.1 above.
- 6.3 The Trustees to be elected by majority vote by Members of the Association as contemplated by clause 6.1, and subsequent Trustees, shall after proposal and seconding, be elected by ballot or show of hands (if the meeting so determines) of those Members who attend the general meeting of the Association, and successive Trustees shall be elected likewise at each successive annual general meeting of the Association, provided that no Member or Spouse shall be eligible for election unless he shall have been duly nominated and seconded in writing by other Members and such written nomination, duly endorsed by the nominee, shall have been handed to the Association secretary not later than the day preceding the meeting and provided further that an Owner shall only be eligible to serve as a Director if his levies and his Club Subscription fees for the current year shall have been duly paid, or in the case of a Spouse, he has obtained the written consent of the Owner with whom he shares the relationship and such Owner's levies and Club subscription fees for the current year shall have been duly paid. Save for the representatives of the Developer, only Owners or Spouses shall be eligible to serve as Trustees. An Owner shall not be eligible to serve as a Trustee in the event that he has given his Spouse written consent to stand for nomination as a Trustee or if his Spouse is the Trustee representative of the Club's committee and a Spouse shall not be eligible to serve as Trustee in any capacity, if the Owner with whom he shares the relationship is the Trustee appointed by the Club's committee. If the Owner is a company, close corporation, trust or other association of persons, the duly authorised representative of such entity shall be eligible to serve as a Trustee.
- 6.4 The Trustees shall be a total of 5 (five) and consist of a chairperson, secretary/treasurer or managing agent appointed for this function. The Trustees shall from their ranks elect a chairperson. A quorum of the Trustees shall consist of 3 (three) Trustees. Should a quorum not be formed as aforesaid, the meeting shall stand adjourned until a time to be decided upon by the chairperson. All matters at any meeting shall be determined by a majority of those present and voting. In the event of an equality of votes, the chairperson of any meeting shall have a casting as well as deliberative vote.
- 6.5 The Trustees, shall cease to hold office: -
- 6.4.1 at every Annual General Meeting ('AGM'), but shall be eligible for re-election;
 - 6.4.2 by notice to the Board of Trustees if he resigns his office;
 - 6.4.3 if he is removed from office by the majority vote of the Trustees;
 - 6.4.4 if he absents himself from 3 (three) consecutive meetings of the Trustees without leave of

absence;

- 6.4.5 if he or the Owner he represents / is a spouse of ceases to be the Owner of the Erf a Member of the Association;
- 6.4.6 upon his estate being sequestrated, whether provisionally or finally;
- 6.4.7 upon the commission by him of any act of insolvency;
- 6.4.8 upon his conviction of any offence involving dishonesty;
- 6.4.9 upon the formal withdrawal by the Owner of his written consent, as provided for in clause 6.3, in the case of a Spouse alternatively upon the termination of the relationship between the Owner and the Spouse with whom he shares such relationship, whichever event is the earlier;
- 6.5 Vacancies on the Board of Trustees may be filled by co-option at the instance of the majority vote of the Members.
- 6.6 Trustees shall receive no remuneration but will be entitled to a refund of reasonably incurred expenses in the execution of their duties.
- 6.7 No Trustee shall be liable to the Association or any Member thereof or to any other person whomsoever for any act or omission by himself, the Association or its servants or agents. Every Trustee is indemnified by the Association against any loss suffered by him in consequence of any purported liability provided that such Trustee has, upon the basis of information known to him, acted in good faith and without gross negligence and/or without dishonesty.
- 6.8 Meetings of the Trustees shall be held as frequently as may be decided by the Trustees, and minutes shall be kept of all meetings and decisions.
- 6.9 Proper books of account of the administration and finances of the Association shall be kept, and financial accounts shall be drawn and audited annually, by the Auditors.

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7. STATUS OF THE DEVELOPER

- 7.1 No person or any Member of the Association shall prevent or hinder in any way the Developer from;
- 7.1.1 gaining access to and egress from the Estate.
- 7.1.2 continuing its building and/or construction operations at the Estate.
- 7.1.3 marketing and selling any Erven.
- 7.1.4 generally carrying on its business operations, provided that the provisions of clause 7.1.1 shall not be interpreted as allowing the Developer access onto any of the Erven already transferred to a Member unless 48 (forty eight) hours prior written notice has been given to the Member concerned, unless such access is required to conduct its normal building operations or to inspect work in progress. The Developer shall make good any subsequent damage to plants, property or improvements thereon to the satisfaction of the Member. No Member shall be entitled to refuse the Developer immediate access if the required

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28/3/2023

reasonable notice has been given

7.1.5 the Developer shall have the sole right of appointment and dismissal of any managing agent during the Development Period.

8. ACCESS TO THE ESTATE AND SERVITUDES

It is recorded that officials, employees and contractors employed by the Association, Local Authority and/or any public service company shall, at all times, have reasonable access to the Erven and Private Areas for purposes of inspecting and/or maintaining all services.

9. TERMINATION OF MEMBERSHIP

- 9.1 When a Member ceases to be an Owner he shall *ipso facto* cease to be a Member of the Association.
- 9.2 The Developer shall be entitled to cede all or any of its rights in terms of this Constitution and the transferee shall be entitled to take transfer of the rights so ceded.
- 9.3 The Developer may at any time in writing, abandon in whole or in part, any rights conferred on it in terms of this Constitution.

10. MEETINGS

- 10.1 The annual general meeting shall be held on a date fixed by the Trustees no later than 6 (six) months after the end of the Financial Year and 28 (twenty-eight) days written notice thereof, including the agenda shall be sent to all Members by the Association secretary. A full annual report of the Trustees shall be tabled at every annual general meeting. Each said meeting shall also include the election of Trustees for the forthcoming year, adoption of financial reports and the determination and approval of the Levy for the forthcoming year.
- 10.2 Special general meetings may be called by the Trustees whenever they consider it desirable and shall be called upon the requisition in writing of no less than 3 (three) Trustees, on 28 (twenty-eight) days written notice by the Association secretary specifying the business to be discussed.
- 10.3 At all meetings the chair shall be taken by the chairperson of the Trustees. In the absence of the chairperson, the Members present shall elect a chairperson.
- 10.4 The chairperson shall not have a casting vote and a quorum at all general meetings shall consist of Members (including persons holding proxies on behalf of Owners), owning at least 25% of the total votes.
- 10.5 If within half (1/2) an hour from the time appointed for any meeting of the Association, a quorum is not present, the meeting shall be adjourned to a date not earlier than 14 (fourteen) days and not later than 30 (thirty) days after the date of such adjourned meeting on written notice to the Members. If at such adjourned meeting a quorum is not present within half (1/2) an hour of the time appointed for the meeting, the Members present in person or by proxy and entitled to vote shall form a quorum.
- 10.6 At all meetings votes on any matter shall be by show of hands of those present, unless the meeting decides otherwise, the majority vote to count.

11. VENUE OF MEETINGS

General meetings of the Association shall take place at such place/s as shall be determined by the Trustees from time to time.

12. AGENDA AT MEETINGS

In addition to any other matters required to be dealt with at an annual general meeting, the following matters shall be dealt with at every annual general meeting.

- 12.1 the consideration of the chairperson's report to the Trustees;
- 12.2 the election of the Trustees;
- 12.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions.
- 12.4 the consideration of the balance sheet and income statement of the Association for the last Financial Year of the Association.
- 12.5 the consideration and approval of the report of the Auditors;
- 12.6 the consideration and approval of the levy/levies, for the next financial year; and
- 12.7 the consideration and the fixing of the remuneration of the Auditors for the Financial Year of the Association for the next financial year;
- 12.8 the consideration and approval of the budget for the following financial year.

13. PROXIES

- 13.1 A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorized agent in writing, but need not be in any particular form, provided that where a Member is more than one person, any one of those persons may sign the instrument appointing a proxy on such Member's behalf provided that person is duly authorized thereto. Where a Member is a company, the proxy may be signed by the chairperson of the board of Trustees of the company or by its secretary, and where an association of persons, by the secretary thereof.
- 13.2 The instrument appointing the proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof shall be deposited at the office of the Association's Managing Agent at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument, is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months from the date of its execution.

Any instrument appointing a proxy and submitted as set out above, may be cancelled prior to the expiration of 12 (twelve) months, provided that written notice of the cancellation thereof is received by the Association's secretary at least one hour prior to the time fixed for any meeting of the Association.

- 13.3 A vote given in accordance with the terms of an instrument of proxy shall be valid

notwithstanding the revocation of the proxy, unless such revocation shall have been received by the Association's secretary at least one hour before the time fixed for the holding of the meeting.

14. VOTING

14.1 At every general meeting: -

14.1.1 the Developer shall during the Development Period have 50 (fifty) votes and shall in addition have 1 (one) vote for each Erf not as yet transferred by the Developer to an Owner. A representative of the Developer shall in person, or by proxy be entitled to cast such votes.

14.1.2 Once the development is completed the Developer will retain a veto right regarding any decision that may influence the aesthetic values as envisaged by the Developer at the commencement of the development.

14.1.3 every other Member or his duly authorised representative in the case of clause 5.3.2 being applicable, in person or by proxy and entitled to vote shall have one vote for each Erf registered in his name provided that if an Erf is registered in more than one person's name, then they shall jointly have one vote.

14.2 Save as expressly provided for herein, no person other than a Member, and who shall have paid the Levy and other amount (if any) which shall be due and payable to the Association in respect of or arising out of his membership, and who is not under suspension, and who shall have paid his annual / monthly Club subscription fees as determined in accordance with clause 27 (2) and 27(3), shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.

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

14.4 Notwithstanding the provisions of clause 14.3 aforesaid, voting on the election of a chairperson of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the Members present in person or by proxy, and entitled to vote, unless a poll is (before or on declaration of the result of the show of hands) demanded by the chairperson or any of the Members in terms of clause 14.5 below.

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

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

14.7 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the general meeting shall be entitled to a casting vote.

14.8 Unless any Member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the chairperson of the meeting as to the

result of any voting at the meeting, whether by show of hands or by poll, or to the propriety or validity of the procedure at such meeting, such declaration by the chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry into the minutes 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 vote so recorded if such entry conforms with the declaration made by the chairperson of the meeting as to the result of any voting at the meeting.

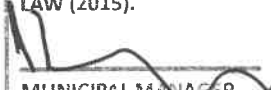
- 14.9 In the event of an Erf being subdivided then each Owner of a subdivided portion thereof shall hold one vote.

15. SPECIAL RESOLUTION

- 15.1 Notwithstanding the provisions of clause 10.2, a resolution by the Association shall be a special resolution if at a general meeting of which not less than 21 (twenty one) 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 at which Members holding in aggregate not less than 50% (fifty per centum) of the total votes of all the Members entitled to vote thereat, are present in person or by proxy, the resolution has been passed by not less than 75% (seventy five per centum) of the number of Members of the Association entitled to vote at the meeting who are present in person or by proxy.
- 15.2 If less than 50% (fifty per centum) of the total votes of all the Members entitled to attend the meeting and to vote thereat are present or represented at a meeting called for the purpose of passing a special resolution, the meeting shall stand adjourned to a date not earlier than 14 (fourteen) days and not later than 30 (thirty) days after the date of the meeting and the provisions of clause 15.3 below shall apply in respect of such adjournment.
- 15.3 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 15.4 In the event that a quorum is not present at the adjourned meeting a fresh notice as provided for in clause 15.1 above shall be issued.

16. ACCOUNTS

- 16.1 The Association in general meeting or the Trustees, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 16.2 At each AGM the Trustees shall lay before the Association a proper income and expenditure account for the preceding Financial Year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last Financial Year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustees and the Auditors, and there shall be attached to the notice sent to Members convening each annual general meeting, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY	
APPROVED BY THE DEPARTMENT OF LOCAL GOVERNMENT OF THE	
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-	
LAW (2015).	
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THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-

17. AUDIT

The accounts of the Association shall be audited by the Auditor at least once a year.

18. SERVICE OF NOTICES

18.1 A notice shall be in writing and shall be given or served by the Association on any Member, either personally or by post in a prepaid registered letter, properly addressed to the Member at the address of the Erf owned by him or by electronic mail at the e-mail address nominated by such Member.

18.2 No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa, but any Member may require the Association, by notice, to record an address within the Republic of South Africa which shall be deemed to be his address for the purpose of service of notices, or such other address as the Member is obliged to furnish to the Association.

18.3 Any notice by post shall be deemed to have been received within 7 (seven) days from the date when the letter containing the same was posted, and in proving the giving of the notice by post, it shall be sufficient proof that the letter containing the notice was properly addressed and posted. Any notice by e-mail shall be deemed to have been received on the same day as same was transmitted by the sender.

18.4 The non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

19. INDEMNITY

19.1 All Trustees shall be indemnified by the Association against any liabilities bona fide incurred by them in their respective capacities and in the case of a Director in his capacity as chairperson or vice-chairperson, whether pursuing or defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the court or the arbitrator where applicable.

19.2 Every Trustee servant, agent and employee of the Association, shall be indemnified by the Association against all costs, losses and expenses (including traveling expenses) which such person/s may incur or become liable for by reason or contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties including, in the case of a Trustee, his duties as chairperson or vice-chairperson. The Trustees shall pay such costs, losses and expenses out of the funds of the Association. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, or deed performed or omitted to be performed by him jointly or severally in connection with the discharge of his duties provided that any such act or deed was performed or omitted to be performed in good faith.

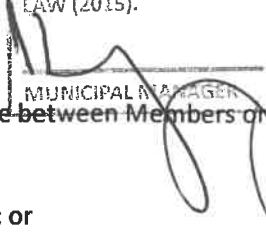
19.3 A Director shall not be liable for the acts, neglects or defaults of the Auditors or of any other Director, whether in their capacities as Director or as chairperson or vice-chairperson or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustees for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or delictual act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or

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misfortune whatsoever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or intentional breach of duty or breach of trust.

STELLENBOSCH MUNICIPALITY	
I HEREBY ACCEPT THE CONSTITUTION AS HEREBY	
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20. ARBITRATION

20.1 Any dispute, question or difference arising at any time between Members or between Members and Trustees out of or in regard to;

20.1.1 any matters arising out of this Constitution; or

20.1.2 the rights and duties of any of the parties mentioned in this Constitution; or

20.1.3 the interpretation of this Constitution;

shall be submitted to the Trustees and unless such dispute is resolved by the Trustees to the satisfaction of the parties to the dispute within 30 (thirty) days of such submission, the dispute shall be referred to and be decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.

20.2 Arbitration shall be held in Cape Town informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time) it being intended that, if possible, it shall be held and concluded within 21 (twenty one) business days after it has been demanded.

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

20.3.1 primarily an accounting matter – an independent accountant;

20.3.2 primarily a legal matter – a practicing counsel or attorney of not less than 10 (ten) years standing,

20.3.3 any other matter – an independent and suitably qualified person appointed by the Auditors;

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

20.4 If agreement cannot be reached between the parties to the dispute on whether the question in dispute falls under clauses 20.3.1, 20.3.2 or 20.3.3 or on a particular arbitrator in terms of clause 20.3 within 3 (three) business days after the arbitration has been demanded, then:

20.4.1 the President for the time being of the Legal Practice Council or its successors shall determine whether the question in dispute falls under clauses 20.3.1, 20.3.2 or 20.3.3; or

20.4.2 the President for the time being of the Legal Practice Council shall appoint the arbitrator in terms of clause 20.3 within 7 (seven) business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 21 (twenty one) business days referred to in clause 20.2 above.

20.5 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 this Constitution. The

arbitrator may determine that the costs of the arbitration and the applicable scale be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.

- 20.6 The decision of the arbitrator shall be final and binding and may be made an order of the Cape Provincial Division of the High Court of South Africa or its successor/s upon the application of any party to the arbitration.
- 20.7 Notwithstanding anything to the contrary in clauses 20.1 to 20.6 inclusive, the Trustees shall be entitled in their sole and absolute discretion to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any court having jurisdiction.

21. AMENDMENTS TO CONSTITUTION

- 21.1 This Constitution, or any part thereof, shall not be repealed or amended, and no new rules shall be made, save by a Special Resolution adopted at an annual general meeting or a general meeting of the Members and subject further to the prior written consent of the Local Authority being obtained for the amendment of this clause and clauses 1, 2, 3, 4, 5, 7 of this Constitution and subject further to the prior written consent of the Developer during the Development Period being obtained for the amendment of this clause.
- 21.2 The following rules shall not, unless as otherwise provided for herein, be repealed or amended:
- 21.2.1 All Members of the Association shall be entitled to make use of the Golf Course, Club Facilities and Recreational Facilities upon such terms as may be prescribed from time to time in relation to such use, unless as otherwise provided herein and in the Constitution of the Club.
- 21.2.2 The Association guarantees the rights of unaccompanied paying guests at any hotel, spa or any other amenities and facilities to be established by the Developer or its nominees or assigns on the Land to utilize the Golf Course, Club Facilities and Recreational Facilities subject to the rules and regulations prevailing at the time.
- 21.2.3 The Association be entitled to register servitudes over the Estate in favour of the Local Authority where required and such other servitudes as are required to enable the Association to carry out all or any maintenance or services which it may undertake or have undertaken to perform.
- 21.2.4 The Association shall have the power to acquire ownership or to lease and to register servitudes over and in favour of portions of any adjoining properties for the purpose of extensions to the Golf Course, Club Facilities, Private Areas and Recreational Facilities and in the case of ownership, to consolidate such portions with the Land, if required.

22. LEVIES

- 22.1 The Trustees may from time to time, impose upon the Members, Levies, for the purpose of meeting all the expenses in relation to the facilities and services, and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and the Association's affairs. In calculating the amount of the Levies, the Trustees shall take into account income, if any, earned by the Association. Such Levies shall not include costs incurred for the maintenance of the Golf Course, Club Facilities or Recreational Facilities.

- 22.2 The Trustees may from time to time, when necessary impose special levies upon the Members or call upon them to make special contributions in respect of all such expenses as are mentioned in clause 22.1 and the amount of such special Levies. The manner of payment thereof by Members shall be at the discretion of the Trustees.
- 22.3 The Developer shall not be responsible for the payment of Levies in respect of any unsold Erven, save where the Erf in question has been developed by the Developer and is occupied by a third party. For purposes hereof, "developed" shall mean the erection and completion of any habitable structure. The Developer shall however pay a *pro rata* share of the rates and taxes (if any) as levied by the Local Authority, proportionate to the extent of the land still held by it. Notwithstanding the provisions of clause 22.1, 22.2 and 22.3 the Developer's contribution towards the expenses shall be limited to the shortfall between the operating costs and the ordinary Levies receivable.
- 22.4 Any amount due by a Member by way of a Levy shall be a debt due by him to the Association. The obligation of a Member to pay a Levy shall cease upon his ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear Levies. No Levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor-in-title to an Erf shall be liable, as from the date upon which he becomes a Member pursuant to the transfer of that Erf into his name, to pay the Levy attributable to that Erf. No Member shall be entitled to transfer his Erf until the Association has certified that the Member has at the date of transfer paid all amounts owing by him to the Association.
- 22.5 In calculating the Levy payable by each Member, the Trustees may as far as reasonably practical, and in their sole discretion:
- 22.5.1 assign those costs arising directly out of or directly attributable to the Erf itself or the Owner thereof,
- 22.6 The Director's decision in calculating the Levy shall be final and binding on all Members.
- 22.7 No Member shall be entitled to any of the privileges of membership unless and until he shall have paid every Levy and other sum (if any), which shall be due and payable to the Association in respect of his membership thereof.
- 22.8 Interest shall accrue to all arrear Levies and other amounts owing by a Member to the Association at the maximum interest rate permitted by the National Credit Act No. 34 of 2005.
- 22.9 Notwithstanding the provisions of clause 22.8 and without prejudice to its right to recover interest as set out in clause 22.8, the Association shall be entitled to penalize any Member who fails to pay a Levy (or any other debt due to the Association) timeously, or who fails to complete the construction of his dwelling and the establishment and landscaping of his garden within the stipulated time period, in an amount to be determined by the Trustees from time to time.
- 22.10 Where an Erf is owned by a company, close corporation or trust, the Trustees/members/Directors of such company / close corporation / trust shall be obliged to bind themselves, jointly and severally, in their personal capacities to the satisfaction of the Trustees, as sureties and co-principal debtors with the said company / close corporation / trust to and in favour of the Association for the due and punctual performance by the said company / close corporation / trust of its obligations to the Association howsoever arising.

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23. POWERS OF THE TRUSTEES

- 23.1 The management and administration of the Association shall vest in the Trustees which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself.
- 23.2 Subject to the express provisions of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment and dismissal of any managing agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.
- 23.3 Save as specifically provided otherwise in this Constitution, the Trustees shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, architects, engineers, town planners, managing agents, environmental consultants, and any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Trustees and on such terms as the Trustees shall decide, subject to any of the provisions of these presents.
- 23.4 The Trustees shall further have the power:
- 23.4.1 to require that any construction of any sort on the Estate shall be supervised to ensure that the provisions of this Constitution and the Estate rules are complied with and that all such construction is performed in a proper and workmanlike manner.
- 23.4.2 to issue, add to or amend from time to time Architectural and Landscape Architectural Framework, environmental design and maintenance manual or instruction in respect of the Estate, and to ensure the manual is complied with at all times.
- 23.5 The Trustees shall have the right to vary, cancel or modify their decisions and resolutions from time to time.
- 23.6 The Trustees shall have the right to appoint committees consisting of such number of Members and such outsiders, including a managing agent, as they deem fit and to delegate to such committees such of their functions, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.
- 23.7 The Trustees shall appoint an architectural review committee to exercise the powers set out above in clause 23.4 which may, but shall not necessarily consist of:
- 23.7.1 a practicing professional architect or town planner duly qualified to practice as such for his own account in the Republic of South Africa and a landscape architect;
- 23.7.2 one Director who, during the Development Period, shall be a representative of the Developer;
- 23.7.3 such other Members as the Trustees may determine.
- 23.8 Members of the architectural review committee shall not be required to be Members of the Association.

23.9 Except for any buildings, out-buildings, structures, additions or alterations to be erected or effected by the Developer, all plans for buildings, out-buildings, structures, additions and alterations shall be approved by the architectural review committee, or any person designated by them for the purpose. Should any Member feel aggrieved by the decision of the architectural review committee, he shall be entitled to lodge an appeal with the Trustees, who shall be entitled to rescind the decision of the architectural review committee after having given due consideration thereto and if in their sole and absolute discretion the circumstances so allow.

23.10 The trustees shall collect the annual compulsory membership subscription- levies and subscription fees for the Club and Club Facilities as provided for in clauses 28.1.1 & 28.1.2 hereunder from the members and pay it to the Club.

24. ALIENATION

24.1 Alienation by Members:

24.1.1 A Member shall not in any manner alienate an Erf unless:

24.1.1.1 the proposed transferee has irrevocably bound himself to become a Member of the Association and to observe the Constitution and rules of the Association for the duration of his ownership of the Erf;

24.1.1.2 the Association has given its written consent thereto and has issued a clearance that all amounts owing to the Association by such Member have been paid and that the Member is not in breach of any of the provisions of this Constitution; and

24.1.1.3 the proposed transferee acknowledges that upon the registration of transfer of the Erf into his name he shall *ipso facto* become a Member of the Association.

24.1.2 The provisions of clause 24.1 shall apply mutatis mutandis to any alienation of any undivided share in an Erf.

24.1.3 This Constitution shall also bind any person occupying an Erf and no Member shall let or otherwise part with occupation of his Erf whether temporarily or otherwise unless the proposed occupier has agreed to be bound by this Constitution. Notwithstanding this, an Owner shall always remain bound by this Constitution and be required to ensure compliance therewith by an occupier.

24.1.4 Such restrictions as are registrable will be registered against the title deeds of all the Erven in order to give effect to the terms of this clause. The Members shall be bound by this clause whether or not such restrictions are registered.

24.2 Alienation of Private Areas;

24.2.1 Neither the whole nor any portion of the Private Areas may be:

24.2.1.1 sold, let, alienated or otherwise disposed of, sub-divided or transferred; or

24.2.1.2 mortgaged; or

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subjected to any rights, whether registered in a deeds registry or not, of use, occupation or servitude other than servitudes in favour of the Local Authority for services and those referred to in this Constitution;

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without the sanction of a special resolution of the Association and the prior written consent of the Local Authority.

25. OBLIGATIONS TO BUILD

The Owner must comply with the Architectural and Landscape Architectural Framework and in order to maintain high standards and to ensure an attractive and harmonious development: -

- 25.1 Subject to the provisions of clause 23.9, no building or structure may be erected on the Estate and/or the external appearance (including the colour) or any existing or future building or structure may not be changed unless the architectural design plans and specifications (including materials) of such building or structure have been approved by the Association or a person nominated by the Association.
- 25.2 All buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with 25.1 above.
- 25.3 The member is bound to contract with the approved builder of the Developer to erect a dwelling on the Erf.
- 25.4 The member will, in terms of the building contract entered into with the contractor which document will be attached to the Deed of Sale, appoint the Developer as the contract manager who will be the link between the building contractor and the member. The Developer in his capacity as contract manager will be receiving a management fee for the services that he will be rendering in terms of the building contract.
- 25.5 Each erf will have a specific set of building plans which is unique and specifically designed for the erf taking into account location and aesthetics, containing the minimum specification required by the Developer. The member will have the option to amend the specifically designed building plans, in accordance with the specification schedule save for the minimum specifications that will have to remain unchanged.
- 25.6 The costs of preparing amended building plans as well as the cost of obtaining Local Authority approval of the said plans will be payable by the Member.
- 25.7 The Member acknowledges that the erection of the dwelling and the establishment and landscaping of the garden shall be completed within 2 (two) years, from date of registration of the erf.
- 25.8 Notwithstanding anything to the contrary foregoing and notwithstanding the fact that a Member is up to date with payment of his Levies and any other amount that may be due to the Association, in the event that the construction of the dwelling and the establishment and landscaping of the garden are not completed within the period stipulated in 25.7 above (or within such extended period as set out above), the rights to the use of the Golf Course, Club Facilities and Recreational Facilities by the Member shall automatically be suspended until such time as the construction of the dwelling and the establishment and landscaping of the garden have been completed.

- 25.9 Notwithstanding anything to the contrary foregoing, if construction of the dwelling and the establishment and landscaping of the garden have not been completed within the time period prescribed in this clause or within such extended period as may be granted as set out above, the Developer, during the Development Period, and thereafter the Association shall, in its sole discretion be entitled to give notice in writing to the Member to complete the construction of the dwelling, and the establishment and landscaping of the garden within a period of 7 (seven) months from the date of such notice and failing compliance with such notice, the Developer or the Association as the case may be shall have the right to re-purchase the Erf from the Member, who shall be obliged at its cost to re-transfer the Erf to the Developer/Association at the original purchase price paid by the first purchaser of the Erf from the Developer, less any damages as may be suffered by the Developer/Association consequent upon the Member's breach and which shall include damages necessarily incurred by the Developer/Association in the demolition and removal of any partially constructed buildings on the Erf. The Member shall not be entitled to receive any compensation for any improvements made by it to the Erf.
- 25.10 Registration of the transfer pursuant to 25.9 above shall be attended to by the Developer's/Association's conveyancers and the Member hereby irrevocably appoints the Developer/Association as his attorney and agent for the purpose of signing the Power of Attorney to pass transfer and all other transfer documents as may be requisite in order to give effect to the foregoing.
- 25.11 Should the Developer not re-purchase the Property as envisaged in clause 25.9 above and if construction of the dwelling and the establishment and landscaping of the garden have not been completed within the time period prescribed in this constitution, then the Association shall levy a penalty against the Member for not complying, which penalty shall not exceed one months' normal levy.
- 25.12 The stipulations contained in this clause 25 shall be binding on the Member and his successors in title and the Member shall include such stipulations in a Deed of Alienation for the sale of the Erf to a purchaser thereof.
- 25.13 The Association shall be entitled to withhold its consent to the transfer of the Erf unless the proposed Member, has undertaken in writing to be bound by this Constitution with effect from the date on which the Member's obligations cease.
- 25.14 The proposed Member shall not, prior to transfer, effect any improvements to the Erf without first obtaining the written consent of the Developer during the Development Period and thereafter the Association. Under no circumstances shall the Developer during the Development Period and thereafter the Association be liable to compensate the proposed Member for any such improvements to the Erf, whether made with or without the Developer's/Association's consent.
- 25.15 The foregoing obligations relating to the erection of a dwelling on each Erf shall not apply to the erven still registered in the name of the Developer whether separately or as part of the remainder of the Land.
- 25.16 It shall always remain an Owner's obligation to ensure that he is in possession of the latest version of the documentation referred to in clause 23.4.2.

26 THE FINAL DATE

- 26.1 The Final Date may be extended by the Developer in its sole and absolute discretion during the

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Development Period, and thereafter the Association, which extension will only be valid if reduced to writing and signed by both the Developer/Association and the Owner. Completion shall have occurred only upon the issue of a Certificate of Completion and the issue of a Landscaping Certificate by the Developer during the Development Period and thereafter the Association.

- 26.2 If the Member fails to commence the construction of the dwelling by the Final Date, the Association shall be entitled, without prejudice to any other rights which it may have in terms of this Constitution, and/or at law at its election to require the Member, to landscape and irrigate the Erf at the cost and expense of the Owner, failing which the Association shall be entitled to do same on the Owners behalf and recover from the Owner, all amounts so disbursed.

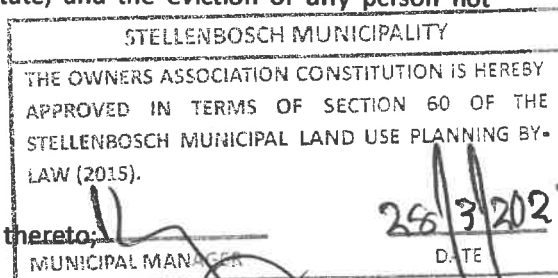
27 ESTATE RULES

- 27.1 Subject to this Constitution, to any restriction imposed or direction given at a general meeting of the Association and subject to any condition imposed by the Local Authority, in approving the rezoning and subdivision of the Land, the Trustees may from time to time make rules and vary or modify these rules, in regard to among other things:

- 27.1.1 the standards and guidelines of all buildings and out-buildings, structures of any nature, swimming pools and all additions or alterations of any such buildings, out-buildings or structures erected or to be erected on the Erven in accordance with the Architectural and Landscape Architectural Framework and in particular to control the design and colour of the exterior of such buildings, out-buildings or structures and the materials to be used on such exteriors to ensure an attractive and aesthetically pleasing character to all buildings on the Estate;
- 27.1.2 the siting of all buildings and improvements on the Erven, the use of motor vehicles and the parking of vehicles, including trucks, caravans, trailers and boats and the use of the roads;
- 27.1.3 the use of Private Areas and the restrictions for the use and enjoyment thereof including the preservation of the natural environment vegetation and fauna and flora on the Estate;
- 27.1.4 the right to prohibit, restrict or control the keeping of any animals which they regard as dangerous or a nuisance;
- 27.1.5 the conduct of any persons within the Estate for the prevention of nuisance of any nature to any member;
- 27.1.6 the use of services and Recreational including the right to charge a reasonable fee for the use thereof;
- 27.1.7 the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of the Members and/or the residents of the Estate;
- 27.1.8 the maintenance of all buildings, out buildings, structures, improvements of any nature and landscaping of individual Erven and the Estate;
- 27.1.9 the control of the number of occupiers permitted on any one Erf;

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- 27.1.10 the admission of any person to the Estate, and the eviction of any person not entitled to be thereon;
- 27.1.11 maintenance of Private Areas;
- 27.1.12 refuse disposal;
- 27.1.13 use of waterways and amenities relating thereto;
- 27.1.14 the operation of business operations and the restrictions relating thereto;
- 27.1.15 installation of air conditioning units, television aerials, satellite dishes and any other communication equipment;
- 27.1.16 littering;
- 27.1.17 responsibility of the Members for the activities of domestic employees and their guests and access of such persons to the Estate. This estate must be in possession of the personal information of all domestic workers and must be duly informed should a domestic employee's service be terminated;
- 27.1.18 security;
- 27.1.19 letting and re-selling of Erven;
- 27.1.20 the imposition of fines and other penalties;
- 27.2 For the enforcement of any of the rules made by the Trustees in terms of this clause, or of any of the provisions of this Constitution generally, the Trustees may:
- 27.2.1 give notice to the Member concerned requiring him to remedy such breach within such period as the Trustees may determine; and/or
- 27.2.2 take or cause to be taken such steps, as they may consider necessary to remedy the breach of the rule or provision of which the Member may be guilty, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be a debt owing by the Member concerned to the Association; and/or
- 27.2.3 take such action including the imposition of a fine not exceeding the member's monthly levy, or proceedings in court, as they may deem fit.
- 27.3 Should the Trustees institute any legal proceedings against any Member or resident on the Estate for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover all legal costs so incurred from the Member or resident concerned, calculated as between attorney and own client, including tracing fees and collection commission.
- 27.4 In the event of any breach of the rules by the members of any Member's household or his guests or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.
- 27.5 If any Member disputes the fact that he has committed a breach of any of the rules, an appeal



committee consisting of 3 (three) Members, of which 2 (two) shall during the Development Period be appointed by the Developer and the 3rd Member (and all three Members after the Development Period) be appointed on a rotational basis by the Trustees from a panel of 10 (ten) Members willing to fulfill this function. The appeal committee shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as such appeal committee may direct. The decision of the appeal committee shall be final and binding.

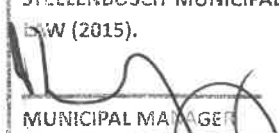
- 27.6 Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint attorneys and counsel, as they may deem fit.
- 27.7 The Association may in general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the Trustees from time to time.
- 27.8 All rules must be reasonable and must apply equally to all Owners of Erven put to substantially the same use.

28.1 THE GOLF COURSE, CLUB, CLUB FACILITIES

- 28.1.1 One nominated full membership of the Club shall be compulsory for each erf. All and any subscription fees due by an Owner entitling the Owner, his family and guests' entry into any of the Recreational Facilities shall be included in such Owner's annual/monthly Club subscription fees.
- 28.1.2 The subscription fees will be collected annually by the Association and paid to the Club on receipt thereof. The member shall be obliged to pay the normal annual subscription fees unless it is discounted by the club at its discretion.
- 28.1.3 On termination of a member's membership, the pro rata portion of the subscription fees for the remainder of the year will not be refunded to the member, however, the new owner will be credited accordingly. The member must therefore collect these fees directly from the new owner.
- 28.1.4 All club, Club, and Recreational entrance fees, annual/monthly subscriptions, green fees and/or usage fees shall be determined from time to time by the relevant establishment and its successors to the Golf Course and/or Club and/or Club Facilities and/or Recreational Facilities and/or other facilities and amenities.
- 28.1.5 The owners of the Non-residential Erven shall not be liable to pay any Levies to the Association.

28.1 MAINTENANCE OF DWELLINGS AND GARDENS ON THE ERVEN

- 28.1.1 The Association shall be responsible for exercising control over the painting of the exterior of all residential dwellings on the Estate. The responsibility and cost of the painting, maintenance and upkeep of the dwellings aforementioned remains the responsibility of the Owners.
- 28.1.2 In the event that an Owner should fail to comply with his obligations in relation to the painting, maintenance and upkeep of his dwelling as stipulated in clause 28.1.1, then the Association shall be entitled to engage the services of all necessary and requisite contractors to affect such work including the outsourcing of such work.

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28.1.3 The costs of effecting the work in terms of 28.1.2 shall be paid by the Association, who shall be entitled to recover the cost thereof from the Owner in question on demand.

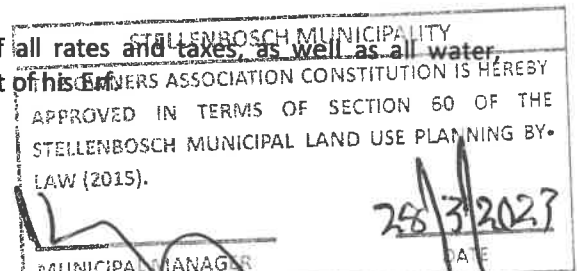
28.1.4 The Owner shall be responsible for the maintenance and upkeep of all residential gardens (including any irrigation systems). In the event that an Owner should fail to comply with his obligations in relation to upkeep of the garden, then the Association shall be entitled to engage the services of all necessary and requisite contractors to affect such work, including the outsourcing of such work. In such an event, the costs associated with the maintenance and upkeep of residential gardens shall be paid by the Association who shall be entitled to recover the cost thereof from the Owner in question, on demand.

28.1.5 Each Member shall be responsible for payment of ~~all rates and taxes, as well as all water~~ electricity and all other services consumed in respect of his Erf.

29 FURTHER OBLIGATIONS OF MEMBERS

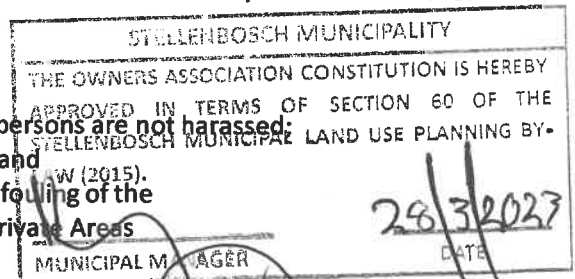
29.1 Each Member shall: -

- 29.1.1 maintain his Erf in accordance with the ~~Architectural and Landscape Design Guide~~ as per Annexure A;
- 29.1.2 maintain in a neat and tidy condition and in a state of good repair all improvements on his Erf;
- 29.1.3 not do or suffer to be done on any Erf anything which, in the opinion of the Trustees, is, injurious, objectionable, detrimental or a public or private nuisance or a source of damage or disturbance to any Member, resident or occupier of any Erf in the Estate;
- 29.1.4 not, during construction/erection of improvements, permit the erection of more than 1 (one) advertising board on a Erf and such permitted board shall not have a surface area exceeding 1 (one) square meter and shall be removed immediately upon conclusion of the building contract for the improvements;
- 29.1.5 not erect or permit the erection of any advertising boards on any Erf without the written approval of the Association;
- 29.1.6 adequately insure the improvements on his Erf and, if requested by the Association, furnish proof of such insurance to them and, in the event of total/partial destruction he shall within a reasonable time period, make good such damage or partial destruction in accordance with the original approved plans or, in the event of total destruction, in accordance with the Architectural and Landscape Design Guide;
- 29.1.7 comply with all security procedures implemented from time to time;
- 29.1.8 ensure that he and his invitees do not damage or destroy trees, vegetation and landscaping on Private Areas and that planting on his Erf does not interfere with the pedestrian traffic or obscure the vision of motorists; and
- 29.1.9 not be permitted to keep dogs, livestock, poultry or other animals without the permission of the Association, which will determine the conditions from time to time under which they may be kept, and which may refuse permission without giving reasons. Any permission granted will be subject to the resident ensuring that the dog and/or other animal does not create a disturbance at any time or become a nuisance;



Dogs must be kept on a leash when not on the Member's Erf. The person in control of the dog must ensure that:

- 29.1.9.1 Other dogs are not interfered with;
- 29.1.9.2 Golfers, joggers, walkers and other persons are not harassed;
- 29.1.9.3 Dogs do not cause traffic incidents; and
- 29.1.9.4 Dogs are not the cause of uncleared fouling of the sidewalks, the Golf Course, or any Private Areas



- 29.2 a Member shall not be entitled to apply for the rezoning of his Erf with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his Erf or Sectional Title Unit for any purpose other than the permitted use applicable upon establishment of the Estate;
- 29.3 no share block scheme as contemplated in the Share Blocks Control Act No. 59 of 1980 and/or time-sharing scheme as contemplated in the Property Time-sharing Act No. 75 of 1983 as amended and/or any other similar scheme or arrangement may be conducted on the Erf or the Sectional Title Unit, nor shall a guesthouse be operated on the Erf or the Sectional Title Unit, without the prior written consent of the Developer during the Development Period and the Association thereafter.

30. STATUS OF THE ASSOCIATION

The Association shall be an Association:

- 30.1 with legal personality, capable of suing and being sued in its own name, and
- 30.2 none of whose Members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in, and be controlled by, the Board of Trustees in terms hereof, and
- 30.3 not for profit, but for the benefit of the Members, and
- 30.4 with the right to acquire, hold, lease, offer as security and alienate property, both movable and immovable subject to the provisions of clause 24.2.1.

31. PERSONAL LIABILITY OF MEMBERS

- 31.1 No Member of the Association shall incur any personal liability in respect of acts done or liabilities incurred by, or on behalf of the Association.
- 31.2 The Association shall not be liable for any damage caused to private residences and private property by golf balls and the Owners shall be obliged to ensure that adequate insurance is affected at their cost to cover such eventualities.

32. EXCLUSION OF LIABILITY AND INDEMNITY

- 32.1 Neither the Association nor its Trustees nor the Developer nor its agents or assigns shall be responsible or may be held liable for any loss, damage or injury including consequential losses, suffered by or caused to any person or property anywhere on or about the Estate, whether or not such loss, damage or injury is occasioned by any act or omission of the Association, its Trustees, the Developer, its agents or assigns or anyone else for whose action they or any of them

would be liable in law, by reason of vis major, superior force, rain or other water, riots, strikes, theft or burglary without forcible entry, or by reason of any condition on or off the Estate, or any defective building, construction, road or dam or caused by any golfing or sporting activity or other activity carried out on the Golf Course or on the Land or whilst utilizing the Club Facilities or the Recreational Facilities or the Private Areas or anywhere else on the Estate, or by any other cause of whatsoever nature and howsoever arising.

- 32.2 Each Member of the Association shall, at all times, hold the Association and all Members of the Association, the Trustees of the Association, the Developer and the Developer's Agents and assigns indemnified against and harmless from and shall in no manner whatsoever seek to hold any of them liable for any injury, loss or damage suffered by such Member of the Association, their family members, guests or invitees, as a result of personal injury, death or patrimonial loss arising directly or indirectly from any persons entering the Estate or utilizing the Golf Course, Club, Club Facilities, the Recreational Facilities or the Private Areas or participating in any other activity of the Association or within the Estate whether or not such injury or loss or damage can be attributed directly or indirectly to negligence of whatsoever nature or degree on the part of the Association, any Member of the Association, the Trustees of the Association, the Developer, the Developer's agents or assigns and/or any of their officials, employees and/or agents.

33 INTERNAL RULES

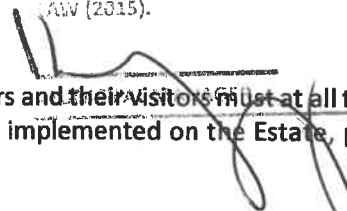
33.1 SECURITY

- 33.1.1 Security is an important feature of the Estate and owners and their visitors must at all times assist and comply with the security systems and procedures implemented on the Estate, particularly with regard to access control.
- 33.1.2 The perimeter security, patrols and access controls serve as deterrent and detection factors only and do not guarantee an intrusion-free Estate.
- 33.1.3 Owners and their visitors and employees must adhere to security procedures and respect the security personnel's role. Security guards may under no circumstances be abused or obstructed from performing their functions.
- 33.1.4 The guardhouse has a panic/burglar alarm receiver for those who have installed their own compatible system.
- 33.1.5 Visitors must register at the entrance gate and complete the required form prior to access.
- 33.1.6 Owners are permitted to employ their own domestic assistants, butlers, au-pairs, chauffeurs, garden contractors and chefs (collectively referred to as "domestic staff"). All domestic staff must be registered with security and shall carry the issued identification badge at all times while on the Estate save when they are on the property where they are employed.

33.2 LANDSCAPING AND PROPERTY MANAGEMENT

- 33.2.1 All horticultural and landscape aspects of the Estate including sidewalks, traffic islands and private areas will be managed by the Association.
- 33.2.2 The Association will maintain all communal gardens. The gardens of individual properties must be maintained by the registered owner. This includes grass cutting, edging, weeding and turning over of the beds, pruning of excessive shrub growth and removal of cuttings and dead plants.

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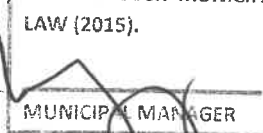
- 33.2.3 Owners are obligated to have their landscape and garden plan approved by the Association and the primary principals of the garden plan must be completed by the Final Date.
- 33.2.4 Owners are responsible for the maintenance and upkeep of their own garden irrigation systems.
- 33.2.5 An owner is permitted to improve and supplement the trees and plants in his garden and within his property's boundaries (i.e. not on the sidewalk or on the Golf Course). Such improvements and supplements must be approved by the Association prior to them being planted.
- 33.2.6 In order to create the desired continuity of landscaping, all landscaping must be approved by the Association.
- 33.2.7 An owner must maintain all aspects relating to the exterior of his house, including but not necessarily limited to painted surfaces, fencing, pools and paving, at a level of upkeep, neatness and tidiness to the satisfaction of the Association.

33.3 PROPERTY APPEARANCE

- 33.3.1 The planning concept for Devonvale is one of openness and visual transparency. Garden areas on both street and golf course sides of any house are therefore open to viewing and must be kept clear and uncluttered.
- 33.3.2 The storage of materials, wendy-houses, tool sheds, boats, windsurfers, trailers, caravans, building materials, bird aviaries, motorcycles, inflatable pools and any other unsightly objects are not permitted in gardens or driveways. In particular, but without limiting the generality of the aforementioned, an owner shall not hang any flag, washing or laundry or any other items that are visible from the road or the golf course, or over any boundary fence.
- 33.3.3 Owners are encouraged to keep their garage doors closed whenever possible in the interests of the general appearance of the Estate.
- 33.3.4 Fixtures and other items such as wash lines, air-conditioning ducts and units, swimming pool pumps, satellite dishes, solar heating panels, evaporative cooling radiators, kennels, etc should be sited as discretely and out of view as possible, screened where possible, and may only be installed subject to prior written approval of Association.
- 33.3.5 In the interests of all owners, each owner is required to carry sufficient building insurance cover for their immovable property in order to ensure that any damage to the immovable property may be repaired.

33.4 ESTATE APPEARANCE

- 33.4.1 Owners are requested to leave the private areas in a clean and acceptable condition, and to conscientiously dispose of any litter wheresoever same may be found.
- 33.4.2 No trees or plants in private areas may be damaged or removed.
- 33.4.3 Swimming pool water must be discharged into a sewer drain, and not into any storm water pipe or drain.
- 33.4.4 No fires, braaiing or barbecuing is permitted ~~except on an owner's property or in designated areas.~~

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33.5 ANIMALS AND PETS

- 33.5.1 Pets are permitted at the discretion and with written consent of the Association. Such consent may be withdrawn at any time, without reason, justification or liability. An owner of a pet shall be obliged to immediately remove such pet from the Estate in the event that such pet causes a nuisance, is not controlled on a leash, or displays aggressive behaviour.
- 33.5.2 In light of neighbour proximity and the openness of gardens, cats and dogs need to be strictly controlled by owners, both on and off their property.
- 33.5.3 Every cat and dog must be registered and wear a tag displaying the owner's name and stand number. Dogs must be controlled on a leash in all private areas and must not harass or be allowed to harass other persons, children, cyclists, joggers or pets. Dog excrement must be immediately removed by an owner.
- 33.5.4 Dogs are strictly forbidden on the Golf Course.
- 33.5.5 At all times, and particularly at night, pets must not create a disturbance or a nuisance, and should not be left unattended.
- 33.5.6 The natural fauna on the Estate is to be protected and must not be chased or attacked by pets.

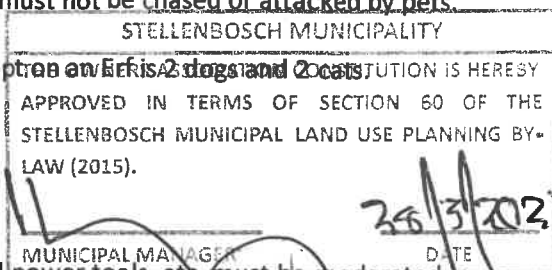
- 33.5.7 The maximum number of dogs and cats that may be kept on one Erf is 2 dogs and 2 cats.

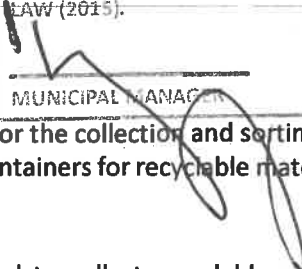
33.6 NEIGHBOUR RELATIONS

- 33.6.1 Noise levels must always be kept to a minimum.
- 33.6.2 The volume of TV, music, radios, partying, children and power tools, etc, must be moderated in consideration of other owners. It must also be understood that the Association and its Trustees, the Developer and its agents, are not responsible for "instant policing" of such problems. Neighbours and security must be notified of imminent parties or social activities, and all owners must conform to moderate restraints.
- 33.6.3 No business activity or hobby which causes aggravation or nuisance to other owners, may be conducted at Devonvale. Save and except for domestic staff and carers, no staff that require daily access to the Estate may be employed by owners.
- 33.6.4 No activities are permitted in the private areas if they cause unreasonable nuisance to other owners.
- 33.6.5 No fireworks of any kind are permitted on the Estate.

33.7 REFUSE AND RECYCLABLE MATERIALS

- 33.7.1 A refuse removal service is provided on a weekly basis. Information of the times and days and method of removal will be provided.
- 33.7.2 No refuse, garden spoil, or rubble may be dumped on vacant stands.
- 33.7.3 All refuse must be stored in bins and out of sight from the road and Golf Course.
- 33.7.4 Refuse bins may only be put out on the road verge on day of collection and must be removed on



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the same day.

33.7.5 Procedures will be stipulated for the collection and sorting of recyclable materials and provision will be made for centralised containers for recyclable materials including cardboard, glass, metal, plastic and green waste.

33.7.6 The service provider appointed to collect recyclable waste will be compliant in terms of all Environmental legislation and/or approved by the Local Council's Solid Waste Management Department.

33.8 SWIMMING POOLS

33.8.1 Plans for swimming pools must be submitted and approved by the Association and Council, as per any other external building works, before work may commence.

33.8.2 More specific and detailed rules for the planning and construction of swimming pools will be incorporated within the Architectural and Building Rules to be established from time to time.

33.8.3 The filling and/or refilling of swimming pools must be pre-approved in writing by the municipal council.

33.9 GOLF COURSE

33.9.1 The Club will manage and control all aspects of golf, sport, recreation and social activities of its members, including the clubhouse and recreational facilities.

33.9.2 Although the Golf Course is a major added-value aspect of every owner's property, it is a separately owned, private property. Limited access is allowed to the Golf Course for those not officially playing golf, by consent of the owner of the Golf Course and the Club, confined to:

33.9.3 After hours, when play on that part of the Golf Course is completed; and

33.9.4 Walkers and joggers whose activities are restricted to the cart and other designated paths and the fringes of the Golf Course.

33.9.5 The owner of the Golf Course shall further be entitled to make rules relating to the recovery of golf balls from an owner's property, the driving of carts, machinery and equipment necessary for playing golf and the maintenance and irrigation of the Golf Course, including at night. All owners will be bound to observe such rules.

33.9.6 No games and sports, save for golf, are permitted on the Golf Course. No picnicking or braaiing is allowed on the Golf Course.

33.9.7 No private carts are allowed on the Golf Course unless used for the purpose of playing golf. No vehicles are allowed on the Golf Course at any time, save and except when used for authorized maintenance or sales promotional purposes. Golf carts must be registered and annual "trail fees" paid.

33.9.8 The retrieval of golf balls from any lakes and water features shall be the sole entitlement of the Club. Owners are not permitted to recover golf balls from the lakes and water features.

33.9.9 Owners shall not hinder or unreasonably disturb golfers whilst playing. The owner of the Golf

Course, its Trustees, officers, employees or contractors shall not be liable for any loss of life, personal injury or damage to property suffered by any person whilst in or on the Estate or any part hereof arising from the flight of golf balls or from any other cause whatsoever relating to the use of the Golf Course.

- 33.9.10 No motorcycling or rollerblading will be allowed on the Golf Course, cart paths and other paths designated for golf carts.
- 33.9.11 The practicing of golf on the Golf Course is forbidden. Golf may only be practiced at the areas designated for practice purposes i.e. the driving range, the practice green(s) and practice chipping area(s).

33.10 GOLF CARTS

- 33.10.1 Privately owned carts that are used to commute around the Estate are encouraged, provided they remain on the roads and are in the control of a licensed driver at all times, with no more occupants than designed for. Normal traffic regulations and considerations are applied.
- 33.10.2 All carts must be registered with the Club, and a registration number (your stand number) must be displayed on the golf cart.
- 33.10.3 Unless used for playing golf, no carts are permitted on the Golf Course.
- 33.10.4 Certain designated paths that cross the Golf Course, but that link parts of the Estate, are permitted for cart usage after playing hours, provided due consideration is given to pedestrians, and carts remain on the path route. This situation will be reviewed on an ongoing basis by the Club and the Association as the Estate is built out.
- 33.10.5 Carts must be electric, silver in colour and in good condition. Carts that are used after sunset must have lights.

33.11 WALKING, JOGGING, CYCLING, BLADING ETC

- 33.11.1 Walking and jogging are obviously encouraged throughout the Estate, but only after playing hours in respect of the Golf Course

- 33.11.2 Cycling may only take place on the roads and in areas specifically designated for cycling. Cycling may take place on the cart paths but only after playing hours in respect of the Golf Course.

- 33.11.3 Roller blading, skateboarding and similar activities shall be confined to designated recreation areas.

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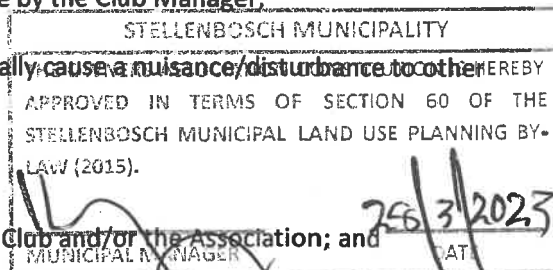
33.12 THE CLUB FACILITIES

- 33.12.1 As the Club Facilities (defined as the club house, driving range, pavilions, refreshment rooms and other conveniences built and/or erected on the Estate for the general functioning of the Club and any improvements thereto) are owned, operated and managed by the owners of DVWGE, the Club Manager shall be entitled to regulate the use of and access to the Club Facilities in its sole and absolute discretion and shall accordingly be entitled to prescribe rules governing the use of and access to the Club Facilities from time to time.

- 33.12.2 As such, the right of admission to the Club Facilities is strictly reserved and the Club Manager shall be entitled to deny access to the Club Facilities to any person it so desires. Without limiting

the generality of the aforesaid, the Club Manager may deny access to the following persons:

- 33.12.3 Persons whose attire is perceived to be inappropriate by the Club Manager;
- 33.12.4 Persons who are rowdy, use foul language and generally cause a nuisance/disturbance to other persons using the Club Facilities;
- 33.12.5 Persons who are drunk and disorderly;
- 33.12.6 Persons who are in arrear with payments due to the Club and/or the Association; and
- 33.12.7 Persons whose behaviour is deemed to be not becoming of the Estate or not in the best interests of the Estate.
- 33.12.8 No person shall have any claim of any nature whatsoever against the Developer, the Club, nor the Association, by reason of such person being denied access to the Club Facilities.



33.13 SERVICES

- 33.13.1 Save and except for the water and electricity supplier, Stellenbosch Municipality and Telkom, all other completed services and roads of the Estate are privately owned by the DVWGE and/or the Association, and accordingly operated and maintained by the DVWGE or the Association.
- 33.13.2 Filling or re-filling of swimming pools must be approved by the Association before commencement.

33.14 RE-SALES AND LETTING

- 33.14.1 In the case where the beneficial ownership or control of a company, close corporation, trust or other association which owns a property in the Estate is changed or transferred, the transferor must notify the Association forthwith of the change or transfer and with the full names and addresses of the new representatives.
- 33.14.2 Any lease agreement in respect of a property in the Estate must be in writing and must include an undertaking by tenant to comply with the provisions of both the Constitution of the Association (where applicable) and the rules and regulations made and determined in accordance therewith.
- 33.14.3 In order to protect the integrity of the permanent residential component on the Estate and ensure exclusivity on the Estate, rental of properties Devonvale shall be for the following minimum periods:
- 33.14.3.1 in respect of all residential Erven: 7 (seven) days.
- 33.14.4 Provided that the Developer during the development period, and thereafter the Association, on notice to all members, may relax the minimum rental periods in respect of residential Erven and Residential Lodges for the duration of any major tournament hosted by the Developer and/or the Club or for such other event/function which the Developer/the Association may decide from time to time. The extent of such relaxation as also the period during which such relaxation shall be of force and effect shall be within the sole discretion of the Developer/the Association.
- 33.14.5 All tenants must register themselves and the guests who are staying with them at security on

28/3/2023

arriving at the Estate. A copy of their written agreement of lease must also be handed in to security on arrival.

33.15 LEVY PAYMENTS

33.15.1 Levies are payable in advance, on the 1st day of the month, and interest is payable on arrears. Levies may not be withheld for any reason whatsoever. Those who jointly own a property are liable for levies jointly and severally.

33.15.2 In the event of default of payment of levies, the Association shall be entitled, in addition to any other rights it has at law, to take such action against the defaulting owner as is contemplated as below.

33.15.3 Owners are urged to arrange a debit order for the payment of levies in order to streamline this process.

33.15.4 Notwithstanding the Developer/Association's rights entrenched in the Association, and subject to below, all Owners who:

33.15.4.1 fail to complete the construction of their dwelling and the establishment and landscaping of their garden by the date on which they are obligated to do so as set out below of the Association Constitution; or

33.15.4.2 fail to complete any renovation/alteration within a period of 12 (twelve) months, shall be penalized whilst they are in breach by having to pay a penalty equal to 1 (one) basic monthly Association levy in addition to the monthly Association levy with effect from the first day of the month following the month in which the breach occurs.

33.15.5 Any penalty imposed in accordance with the provisions as above shall be suspended for a maximum period of 12 (twelve) months calculated from the first day of the month following the month in which an Owner commences with the bona fide construction of his dwelling, provided that:

33.15.5.1 the construction and any landscaping associated therewith is continued with in a bona fide manner; and

33.15.5.2 such Owner is not in arrears with payment of his Levies and/or any other amounts due to the Association and continues to timeously pay his Levies and any other amounts that may become due to the Association, until such time as a Certificate of Completion and a Landscaping Certificate have been issued.

34. LEVY STABILISATION FUND

34.1 As soon as the Association comes into existence it shall establish a Levy Stabilization Fund (The "LSF") for the purpose of supplementing normal- or special levies or meeting of any extraordinary expenditure or expenditure of a capital nature to be incurred by the Association or for any purpose that the Association may deem fit in carrying out its main objects and the provisions in terms of this Constitution.

34.2 It is a condition of membership that the Owner of each Erf (excluding the Developer and any shareholders of the Developer) shall be liable to contribute 0.25% (zero comma

two five percent) of the gross selling price of the Property (or a portion thereof), or the fair market value thereof, whichever is higher, or in the absence of a selling price the gross market value of the Property (or a portion thereof), that has been alienated to the LSF, which amount shall become due and payable as set out in clause 34.3 and 34.4 below.

34.3 When an Erf is sold by private treaty or otherwise or in any way disposed of (except for the exclusion in clause 34.5 hereunder), the registered Owner shall be obliged to pay the LSF contribution to the Association.

34.4 In the case of an alienation of 50% (fifty percent) or more of the shares in a Company or 50% (fifty percent) or more of a membership in a Close Corporation or the cession of 50% (fifty percent) or more of the beneficiaries in a Trust of their interest in such a trust, which is a member, a contribution to the LSF shall upon such alienation becomes due and payable as envisaged in clause 34.2 above.

34.4.1 Notwithstanding that any of the named entities remains the Owner of the Erf, the object, in this regard, shall be to ensure that where there is a material change in the beneficial ownership or controlling interest of that entity, such entity shall become liable for a contribution to the LSF on the same basis that would have applied if the said entity had become a "new Owner" of the Erf.

34.5 Notwithstanding the above, a material change in beneficial ownership or in the controlling interest which results from alienation by way of succession, whether testate or intestate, shall not give rise to an obligation on the part of the member or to pay a contribution to the LSF.

34.6 All payments are payable on date of registration of transfer of the property or on the effective date of transfer of any of the other provisions.

34.7 In the event of a dispute as to whether a selling price or value of disposal is at the fair market value, then such fair market value shall be determined by 50% (fifty percent) of the aggregate of two sworn appraisements. The Association shall nominate one sworn appraiser and the member the other one. Costs of these two sworn appraisals shall be shared by the Association and the Member.

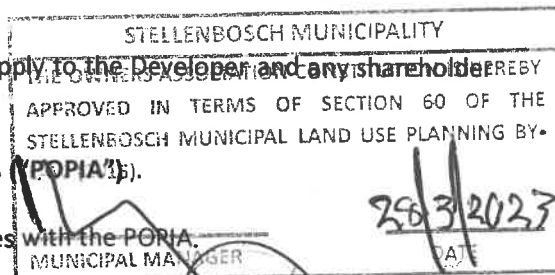
34.8 The Association shall not issue a levy clearance certificate or give its consent to Transfer the Property unless the payment due to the LSF has been secured to the satisfaction of the Association

34.9 The provisions of this clause 34 shall not apply to the Developer and any shareholder of the Developer.

35. PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

35.1 The Association is obligated to ensure that it complies with the POPIA.

35.2 Primarily the POPIA requires the Association to ensure that eight conditions are complied with when the Association processes personal information. This is in terms of Chapter 3 of POPIA.



- 35.3 The Association is accountable for the personal information it processes and responsible for that personal information. *20/1/2023*
- 35.4 Personal information can only be processed by the Association if done so lawfully. The Association processes personal information for the purposes of the administration and management of the scheme.
- 35.5 The Association can only collect personal information for a specific, explicitly defined and lawful purpose. The Association processes personal information for the purposes of the administration and management of the scheme.
- 35.6 The further processing of personal information by the Association can only be performed if compatible with the original purpose that the personal information was collected for.
- 35.7 The Association must take reasonable and practicable steps to ensure that personal information records are complete, accurate, not misleading, and updated where necessary.
- 35.8 The Association undertakes to be transparent about why they need a Member's personal information and how they intend using and processing it.
- 35.9 The Association undertakes to take appropriate, reasonable, technical and organisational measures to secure the integrity and confidentiality of the personal information it processes and to prevent loss, damage, unauthorised destruction and unlawful processing of the personal information.
- 35.10 Members have the right to ask whether the Association holds certain personal information about them, to request copies of their personal information records and the details of all third parties who have or had access to that information.
- 35.11 Personal information is primarily information of a Member such as their ID number, email address, physical address, telephone number, biometric information and private correspondence sent by that person.
- 35.12 The Association must at all times maintain an updated POPIA manual, compliant with the POPIA and any amendments thereto.
- 35.13 The approved POPIA manual for the Association must set out the above eight conditions, the obligations of the Association in respect of the POPIA and the rights of Members in regard to the POPIA.
- 35.14 The POPIA Manual and its contents are binding upon the Members of the Association.
- 35.15 The Association must appoint an Information Officer to ensure compliance with the POPIA.
- 35.16 The Information Officer, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the person/s to which it relates.
- 35.17 Failure by a Member to comply with the contents of the POPIA manual may result in a complaint being lodged by the Trustees with the Information Regulator.
- 35.18 Members have the right to submit a complaint to the Information Regulator appointed in terms of the POPIA when there has been interference with the protection of their personal information.

35.19 Civil proceedings may also be instituted against the Association by Members when there has been interference with the contents of the Member's personal information.

36 PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000 ("PAIA")

36.1 The Association is obligated to ensure that it complies with the PAIA.

36.2 Primarily the PAIA requires the Association to ensure and promote an individual's constitutional right of access to information of the Association. The main objective is to promote openness, accountability and effective governance by the Association.

36.3 The Association must at all times maintain an updated PAIA manual, compliant with the POPIA and any amendments thereto, describing the types of records the Association holds and procedures in place when access to information is requested.

36.4 The PAIA Manual and its contents are binding upon the Members of the Association.

36.5 The Information Officer of the Association, in their discretion, taking into consideration the provisions of the POPIA, must determine which record/s and/or document/s are confidential, and may not be distributed without the prior written consent of the Member/s or person/s to which it relates.

36.6 Upon receipt of a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is made by a registered member/s or a person duly authorised in writing by the registered member/s or its duly authorised representative.

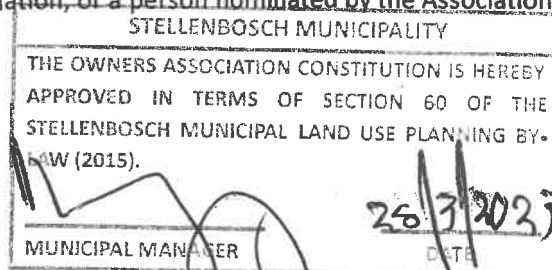
36.7 When receiving a request for access to the records and documents of the Association for the purpose of inspection and copy/ies, the Information Officer must ensure that such request is in compliance with the POPIA, in that no such request will be permitted if the reason for such request is not provided by the party requesting such access for inspection and copy/ies, and further if the reason/s provided are not deemed reasonable in regard to the administration and management of the Association, or any legitimate purpose applicable in terms of its governing documentation.

36.8 When a requesting party is in receipt of any record/s and/or document/s of the Association, such person is responsible to ensure compliance with the POPIA in their intended use of the record/s and/or document/s so obtained.

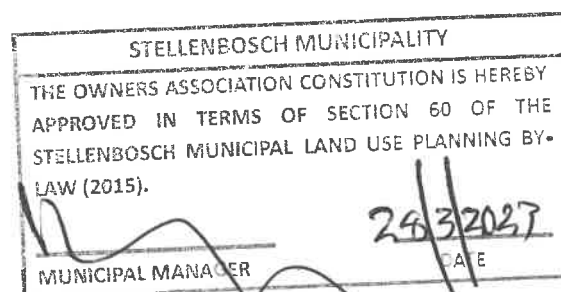
37 BUILDING REQUIREMENTS

37.1 The Dwelling that is to be erected on the Property must comply with the approved Architectural and Landscape design guidelines.

37.2 No building or structure may be erected on the Property nor may the external appearance (including the colour) of any existing or future building or structure be changed unless the architectural design plans and specifications (including materials) of such building or structure have been approved by the Association, or a person nominated by the Association.



- 37.3 All buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with clause 37.1 above.
- 37.4 An Architectural scrutiny fee and a landscape scrutiny fee in such amounts as may be determined from time to time by the Developer during the Development Period and, thereafter by the Association, shall be paid by the Member to the Developer or the Association, as the case may be, simultaneously with the submission of the plans as aforesaid.
- 37.5 The costs of amendment of the designed building plans as well as the cost of obtaining Local Authority approval of any plans and scrutiny fees shall be payable by the Member.
- 37.6 The Member shall complete the construction of the Dwelling and establish and landscape the garden on the Property within 2 (Two) years calculated from the Transfer Date.
- 37.6.1 The construction of the Dwelling is deemed to be completed on issuing of an Occupancy Certificate by the Local Authority and the written confirmation by the Association that it considers the construction to be completed and the garden to be landscaped.
- 37.7 Members who is owners of vacant erven who exceed the 2 (Two) year building period will be liable to pay a penalty equal to R10 000.00 (Ten Thousand Rand) per month, commencing on the first day of the month following the expiration of the 2 (Two) year building period, which monthly penalty will be levied for every month thereafter until all construction and building operations on such property have been completed. This penalty will increase to R20 000.00 (Twenty Thousand Rand) per month from the third year calculated from the Transfer Date should the building not be completed and the garden not landscaped. The monthly building penalty of R10 000.00 (Ten Thousand Rand) and R20 000.00 (Twenty Thousand Rand), respectively will escalate annually by 10% (Ten per cent), effective 1 January of each consecutive year. However, the provision for a penalty shall not apply to the Developer or any of its shareholders or their nominees.
- 37.8 The stipulations contained in this clause 37 shall be binding on the Member and his successors in title and the Member undertakes to include such stipulations in any deed of alienation for the sale or disposal of the Property to a purchaser or other party.
- 37.9 The Member shall be obliged to pay his subscription fees during the period of his suspension and shall not be entitled to claim a discount or rebate on his subscription fees for any period during which his rights have been suspended.

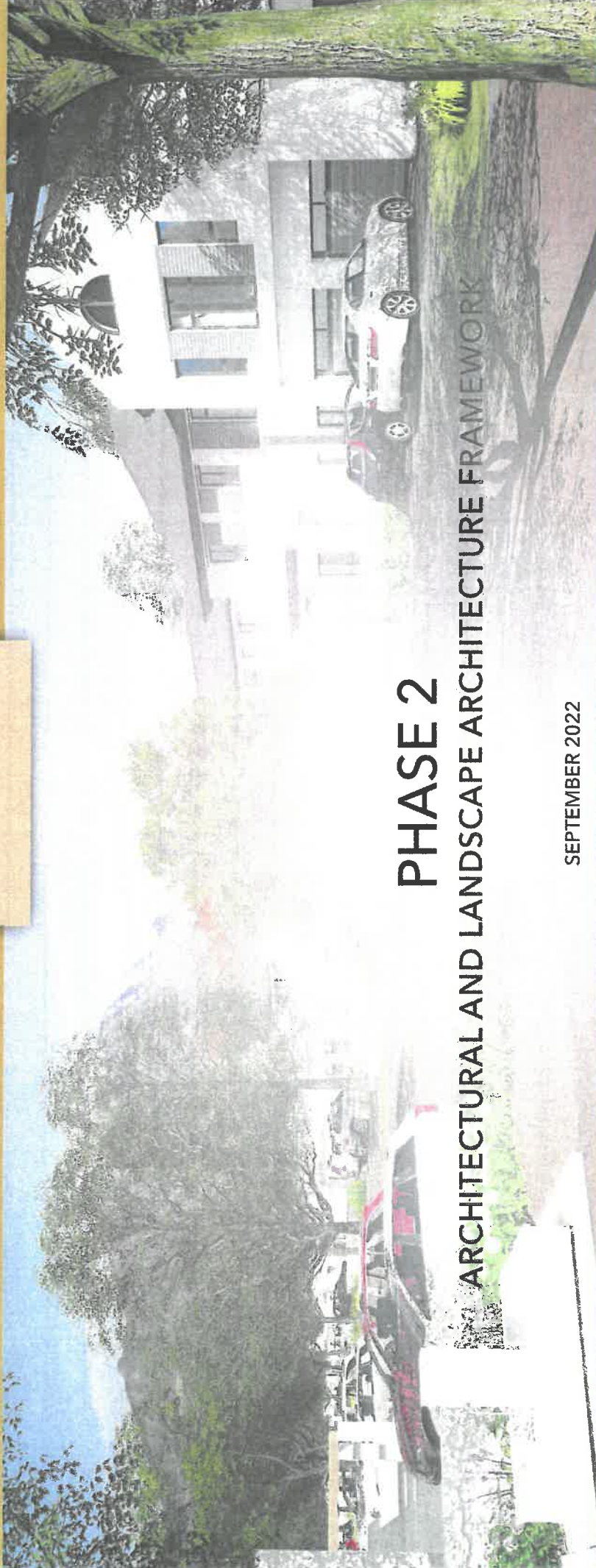


APPENDIX 4
Amended Architecture and
Landscape

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DEVONVALE
GOLF & WINE ESTATE
STELLENBOSCH · SOUTH AFRICA



PHASE 2 ARCHITECTURAL AND LANDSCAPE ARCHITECTURE FRAMEWORK

SEPTEMBER 2022



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2022
DEVONVALE GOLF & WINE ESTATE
STELLENBOSCH · SOUTH AFRICA
DENNIS MOSS PARTNERSHIP
ARCHITECTS

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DEVONVALE GOLF & WINE ESTATE: PHASE 2: HOUSE TYPES

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PREAMBLE, PRINCIPLES, IMPERATIVES, OBJECTIVES AND PURPOSE

The constitution of South Africa obligates the state, government and the private sector to promote and give effect to sustainable development and therefore long-term sustainability. The property development sector has a critical role to play in this regard and municipalities, as authorities of first instance, have to ensure that these objectives are achieved in practice.

The legislative instruments that have been enacted to enable sustainable development and sustainability are the Spatial Planning and Land-Use Management Act No. 16 of 2013 (SPLUMA) on the national sphere of government, the Western Cape Land Use Management Act No. 3 of 2014 (LUPA) and the concomitant Municipal Planning By-Laws.

The overriding principle served by this framework is for the Developer and Homeowners Association (HOA) of Phase 2 of Devonvale Golf and Wine Estate to enable sustainable development and sustainability as is contemplated in legislation and policy with specific reference to Stellenbosch Municipality's Land Use Planning By-Laws.

Sustainable development is, for the purpose of these guidelines, defined as *"development that promotes human well-being and the integrity of the environment by the efficient and just use of resources"*. In the Environmental Management System (EMS) of Stellenbosch Municipality of 2012 it is systematically motivated how this should be achieved in ten distinct but integrated steps (this is referred to the 10 Steps Model for Sustainable Development). Under Annexure A of this document a synopsis of the 10 Steps model is included for reference purposes.

This framework document comprises three sections that should be read together.

- Section I Architectural Guidelines and Building Codes.
- Section II Landscape Architectural Guidelines and Codes.
- Section III Sustainability Obligations and Commitments

The task that lies ahead is to make municipal development legislation and policy explicit and to add value to the development process by means of the guidelines and building codes summarized and illustrated in this document.

Guidelines are not intended to be absolutely prescriptive – they are, as implied by the name, meant to guide the development process. Therefore, unless otherwise specifically stated in this document, discretion is allowed in the interpretation of the guidelines. Scope exists for innovative and creative proposals to be made during the preparation of building plans submitted to the Devonvale Phase 2 Homeowners' Association (HOA). If, in the opinion of the Phase 2 HOA, proposals that deviate from these guidelines would improve the overall design of an individual building, and if such deviation would add value to the Devonvale Golf and Wine Estate as a whole, the HOA may consider the endorsement of such a proposal and, if required revise the guidelines accordingly. However, if proposals were made that cannot be reconciled with the original development intent, that was motivated and illustrated in the illustrations incorporated in the conditions of approval of this Architectural and Landscape Architectural document, such proposals cannot be approved by the HOA.

The guidelines provided in this document are supported by building codes that are not discretionary. In this regard reference is, for example, made to the roof pitches and colour type of paving material, exterior colours of walls, specific types of windows, garage doors, plant species etc. Codes are identified in this document by an asterisk (*) in the text (either as a heading of a paragraph or a sentence). An asterisk (*) would therefore be used to indicate that the subject is a code.

The final authority for the approval of building plans vests with Stellenbosch Municipality. In accordance with the constitution of the Phase 2 Homeowners' Association (HOA), the HOA has to endorse all plans submitted for approval before it is submitted to the municipality. The responsibilities for assessing and endorsing building plans have been delegated by the HOA to the controlling architect, **Dennis Moss Partnership (DMP)**, at the time of approval, that is a registered professional practice with the South African Council for the Architectural and Landscape Architectural Professions.

In the event of a dispute arising from a ruling of the appointed control architect, an appeal may be submitted to the HOA by the owner of the property in question. The decision of the HOA is final, unless the appeal relates to a municipal-by-law in which case it has to be referred to the municipality.

The building guidelines that were included in the rezoning and subdivision application (as referred to in the approval granted by Stellenbosch Municipality) served as the principal informants for the preparation of this design framework. The main purpose of this design framework is to ensure that the development intent, as was described and illustrated by this office during the rezoning and subdivision approval, is achieved in practice.

Nothing in this document or any regulations herewith, will be construed as permission to contravene the title deed conditions of any erf or any zoning, by-laws or regulations of Stellenbosch Municipality, or its rezoning and subdivision conditions and well as the environmental authorisation.

It is emphasized that this document relates to Phase 2 of the Devonvale Golf and Wine Estate as is provided for in the Constitution of the Phase 2 Homeowners' Association (HOA). The Phase 2 Architectural and Landscape Architectural Framework does not affect the Architectural Guidelines of Phase 1. The HOA Development Plan, that had been prepared for the purpose of illustrating the areas of jurisdiction of the two HOA's of the Devonvale Golf and Wine Estate, is illustrated by the figure on Page 3. Page 4 is an aerial photograph of the subject area illustrating the locality of Phase 1 and Phase 2 within context of the Devonvale Golf and Wine Estate.

The images presented below illustrate the practical and bespoke application of the development guidelines that were included in the rezoning and subdivision approval documentation of Stellenbosch Municipality and that were approved on 25 October 2012.

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Birds' eye view of the Phase 2 development in context of the Devonvale Golf & Wine Estate.

Prepared by Dennis Moss Partnership (copyright reserved)

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Bird's eye view of the Devonvale Golf and Wine Estate Phase 2, looking eastwards.



Typical view from golf course towards Devonvale Phase 2.

Prepared by Dennis Moss Partnership (copyright reserved)

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Typical private courtyard facing the golf course of Phase 2.

Prepared by Dennis Moss Partnership (copyright reserved)

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Typical street view.



Typical interior view of a Phase 2 house looking towards the golf course.

SECTION I: ARCHITECTURAL GUIDELINES AND CODES**1.2 INFORMATION REQUIRED ON BUILDING PLANS SUBMITTED FOR ENDORSEMENT*****1. BUILDING PLAN APPROVAL PROCEDURE****1.1 PLAN APPROVAL STANDARDS AND PROCESS***

- i) The final authority to approve building plans vests with Stellenbosch Municipality. The municipality requires that plans must be endorsed by the HOA and their delegated control architect before being submitted to the municipality for consideration.

Documentation required

- i) Three colour copies of the building plans must be submitted to the HOA by the owner of the property for evaluation.
- ii) A non-refundable scrutiny fee (amount to be determined by the HOA from time to time) is payable to the HOA before any plans can be accepted for assessment by the control architect.
- iii) Dimensions of drawings should be A1, A2 and A3 format and all drawings are to be folded to A4 size with the title block facing up. The owner and the name of the responsible architect or firm must be clearly recorded in the title block together with the relevant Erf number, title of plan (e.g. floor plans, elevations, etc.), date, scale of drawing and north point on each drawing. NOTE - All plans must be signed by the owner and the architect or architectural practice.

- i) Site plan at scale 1:500 with cadastral information (i.e. Erf number, north point, boundaries, contours indicated at 1m or 0,5m intervals, building lines and setbacks, building areas, coverage, etc.); Erf numbers of adjoining properties; location of all structures on site; the driveway (designated vehicle access); hard/soft landscaping (Existing and proposed trees as well as a plant list); retaining structures; boundary walls and gates; building services, e.g. storm water reticulation, drainage etc. Detail breakdown of construction areas must be tabulated indicating building coverage and building area per floor and the total area. All measurements must be in m².
- ii) Building coverage must be expressed as a percentage of the total site area. The area of an erf must be provided.
- iii) Height measured from the mean natural ground level to top of concrete (TOC) and TOC to wall plate height to be indicated on drawings.
- iv) All floor plans (including a roof plan), 3d's, elevations and a minimum of two sections through the dwelling and site at scale 1:100 must be provided. One of these sections must be a longitudinal section through the Erf and the other perpendicular to the street
- v) Bulk earthworks and cut and fill, including retaining walls, must be clearly indicated.
- vi) Plan, elevations and sections through boundary walls, fences, gates and retaining structures at min. scale 1:100 and chimney, handrails, timber decks, boundary wall or fence details at a larger scale, 1:50 or 1:25, must be indicated. All drawings to include key specifications and finishes.
- vii) Complete door, window and shutter schedule showing dimensions, material description, and finishes at scale 1:50 must be provided. Window and door positions to be identified by a number or letter code. These must be cross-referenced on building plan and elevation.
- viii) Schedule of external finishes and colour specification to be provided.
- ix)

1.3 UNAUTHORISED DEVIATIONS FROM APPROVED BUILDING PLANS

- i) In the event of unauthorised construction undertaken it is the responsibility of the homeowner to ensure that such work is reported to the HOA and rectified. Deviations from approved building plans must be submitted to the control architect for scrutiny. All such applications must be in writing and no telephonic communication will be accepted in this regard.

2 PLANNING CONTROLS

2.1 ZONING*

- i) All residential erven are zoned Conventional Residential Zone 'deemed consent use for Group Housing', in accordance with the Stellenbosch Municipality: Zoning Scheme By-Law, 2019.

The development parameters as per the applicable zoning are as follows:

PARAMETER	STELLENBOSCH ZONING SCHEME BY-LAW, 2019
Density	50 units/ha
Private outdoor space	25m ² /dwelling unit
Height	2 storeys
External street boundary building line	3.0m
Internal street building line	0.0m
External common boundary building line	3.0m
Internal common boundary building line	0.0m
Coverage	50%
Parking	1 bay/group house plus 1 visitor bay/unit

- ii) This architectural and landscape architectural framework must be read together with the conditions imposed by the Department of Environmental Affairs and Development Planning and Stellenbosch Municipality relating to the rezoning and subdivision approval.

2.2 EXTRACTS FROM THE REZONING AND SUBDIVISION APPROVAL

Figures 1 and 2 are extracts from the March 2016 municipal approval document that illustrate the development intent and scope. It is to be noted that the architectural drawings included under Annexure B serve as guidelines for the preparation and approval of building plans by the HOA and the Municipality.

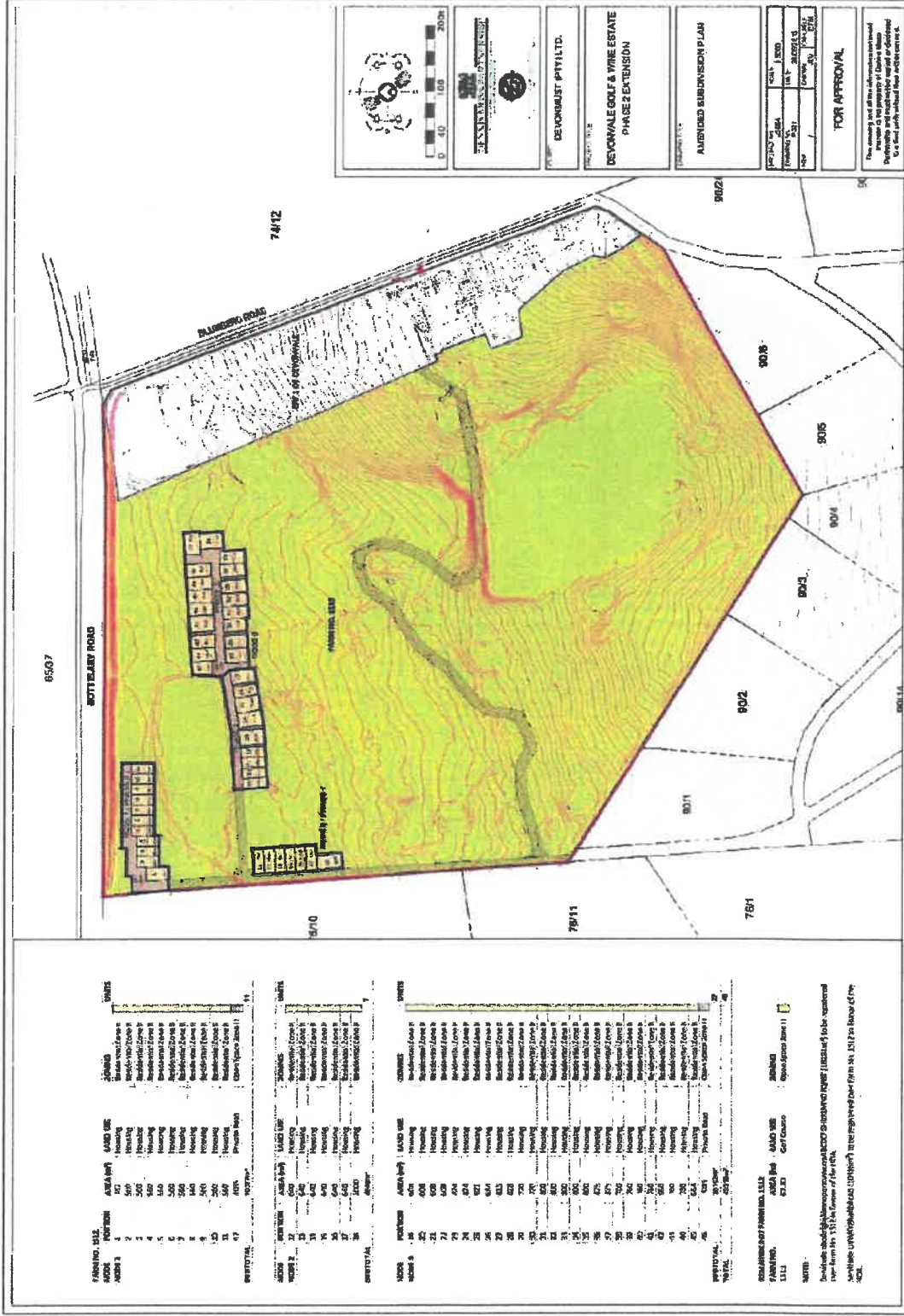


Figure 1: Approved Phase 2 Rezoning and Subdivision Plan.



Figure 2: Approved Phase 2 Municipal Site Development Plan.

2.3 BUILDING LINES*

Notwithstanding the building lines listed under Chapter 2.1, the following building lines shall apply in order to achieve the desired development¹.

Internal common boundary:	1.5m
	0.0m for garage
Rear boundary (opposite side of street):	3.0m

The following additional guidelines shall apply:

- i) **Garages:** Garages to be set back at least 5.0m from the kerb.
- ii) **Swimming Pools:** No 'Porta Pools' or similar equivalents above ground level are permitted. Swimming pools to be set back 1.0m from boundaries.
- iii) The position, colour and design of swimming pools are subject to the approval by the HOA. The position of the pool, pump and filter must be shown on plan, elevation and section. Fencing around pools must comply with the National Building Regulations.
- iv) **Outdoor Cooking Areas / Barbeques (Braai's):** When positioning a braai structure on an Erf, the private living area of the adjoining Erf has to be considered to protect the neighbour's privacy.
- v) **Fireplaces:** Fireplace chimneys shall not be allowed to be positioned over the side building lines or the rear building line.

2.4 BUILDING HEIGHTS*

- i) Differentiation is made between two components of a building – core building and abutments (refer Chapter 2.5 and 3 below).
- ii) The prescribed maximum wall plate height for single storey core buildings, is 3.5m from TOC (top of concrete at ground floor).
- iii) The prescribed maximum wall plate height for a double storey of a core building, is 6.0m from ground floor TOC – or 2.7m from first floor TOC.

¹ Notwithstanding the prescribed building lines, the controlling architect may allow encroachment of certain building lines to accommodate special cases.

- iv) **Abutment buildings** - The maximum wall plate height of an abutment in single storey dwellings may not exceed 3.5m measured from the top of concrete to wall plate or top of parapet wall in case of a flat roof.

2.5 BUILDING WIDTH - CORE BUILDING AND ABUTMENT*

2.5.1 CORE BUILDING

Differentiation is made between core buildings and abutments (as referred to above). This principle applies as all building dimensions and heights.

- i) The width of any Core building may not exceed 6.5m.
- ii) Linking elements between core buildings may not exceed 4.0m in width.

2.5.2 ABUTMENT

- i) The width of any abutment to the core building may not exceed 5.5 metres.

2.6 COVERAGE

Dwelling units shall not be less than 200m². This area shall include all areas covered by buildings with a roof.

3 ARCHITECTURAL CHARACTER AND AESTHETICS

The architecture of Devonvale Golf & Wine Estate is a contemporary interpretation of the regional and rural character of the Cape Winelands settlements.

The Cape Village architecture has a characteristic typology and can be described as a wall architecture where the continuity of the wall dominates as is illustrated by the images included in the preamble to this document. Consistent with contemporary design requirements, large glazed sliding/folding doors are incorporated to the living spaces on the ground and first floor, so as to create indoor/outdoor fusion. Care should however be taken that the glazed areas do not dilute the value of the wall architecture to the point where the spirit of the Cape Street Village street scene is lost.

Furthermore, from an aesthetic perspective, the design of each building should be considered in context of adjoining buildings and the whole of the development.

Scale and proportion are crucial elements in the establishment of the Cape Village architectural language. Careful consideration should therefore be given to the articulation of the building forms, their heights, dimensions, roofs, wall openings and detailing in order to achieve an attractive architectural language for Devonvale Golf & Wine Estate.

3.1 BUILDING FORM (TYPOLOGY)

Typology is the study and theory of architectural type, such as the form of the traditional Cape “letter of the alphabet” house with its double pitch roofs abutments with lean – to and flat roofs. This typology is the principal informant for the design of the houses. The traditional Cape buildings typology is illustrated by the figures below.

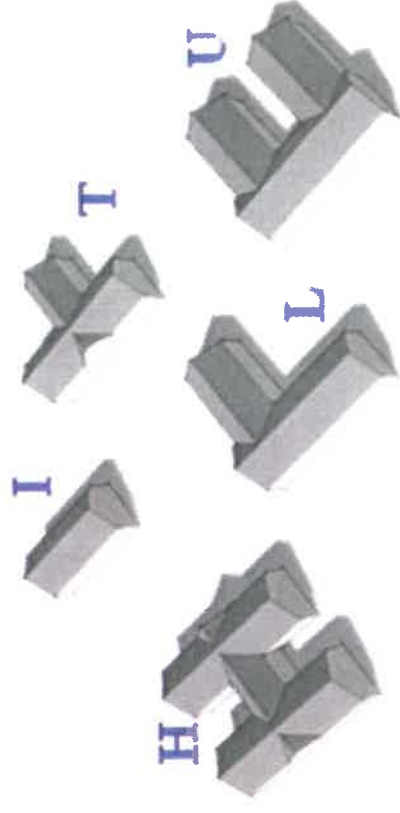


Figure 3: Illustration of the traditional Cape letter of the alphabet building form.

3.1.1 CORE BUILDING AND ABUTMENTS*

- i) The main building structure is referred to as the **core building**. The core building must conform to the traditional “letter of the alphabet” building form. In this particular typology, the plan form of the core building forms part of the letters I, T, L, H or U or variations thereof.
- ii) The core building has a double pitched roof with a roof pitch of 35 degrees.
- iii) Extensions (Abutments) to the core building must always be rectangular in plan form and may only be built perpendicular to the core building.
- iv) **Figure 10 and 11** illustrate the principles referred to above.
- v) Core buildings and Abutments must conform to the dimensions illustrated as guidelines in this document.
- vi) In order to create larger floor plans than those illustrated for a core building, the plan of the core building may be extended and abutments or flat roof links may be provided as illustrated in this document.



3.2 ROOFS

3.2.1 ROOF CONSTRUCTION*

3.2.1.1 Roofs over Core Buildings

- i) It is prescribed that the same roofing material be used for all pitched roofs on a dwelling.
- ii) The roof over the core building shall be a double pitched roof with roof pitch at 35 degrees as mentioned above and illustrated in this document.
- iii) The roof on all buildings must be symmetrical as illustrated in this document.
- iv) Core buildings may have parapet walls on gable ends or clipped ends. A decision in this regard must be taken with due consideration of the composition of the streetscape as a whole. It is a requirement that these options be balanced and that the one should not dominate the other.
- v) Eave overhangs to be no more than 525mm, measured from wall to fascia and gutter.

The principles, guidelines and codes prescribed above are illustrated by Figure 12 and 13.



Figure 4: Illustration of the traditional Cape letter of the alphabet building form.



Figure 5: Illustrating the 35 degree double pitch roofs as well as the use of parapet walls on primary gable ends.



Figure 6: Illustrating the Core Building with flat roof abutments.



Figure 7: Typical street elevation of different unit types.

Handwritten signature in black ink.

3.2.1.2 Roofs over Abutments*

- i) Roofs over abutments may be concrete or mono-pitch metal roofs (with a pitch of less than 5 degrees). Metal roofs must match the core building in colour and material.
- ii) These metal or concrete roofs must be hidden behind a horizontal parapet wall all round to conceal the roof and have concealed box gutters. Alternatively, for metal roofs as mentioned in (i) parapet walls on 3 sides may be provided on conditions that the open side does not face the street. Overhang gutter may not exceed 400mm.

3.2.1.3 Roofs over Stoeps*

- i) Roofs over stoeps may be concrete flat roofs behind horizontal parapet walls all round or mono pitch metal roofs (lean-to roof) with a pitch of not more than 10 degrees – these may be visible from the street.



Figure 8: Elevation facing the Golf Course.

Figure 14: Illustrating 'lean-to' roof over steep with larger glazed areas set back.

3.3 EXTERIOR COLOURS*

In order for the development to maintain a harmonious and cohesive 'whole' with building form, material, colour and layouts being consistent throughout the development, building materials and colour specifications are limited to the pallet below. The principles and theories below should inform decisions taken in this regard.

3.4 ROOF COVERINGS, ROOF ELEMENTS AND TECHNICAL SPECIFICATIONS*

- i) Core buildings: Pitched Roofs at 35 Degrees – Kliplock or similar metal roof sheeting, capping and ridges OR Coverland Elite Flat Roof Tile or similar covering in colour Charcoal. Both Roof coverings should be in charcoal colour to match.
- ii) Fibre-Cement Facias and Bargeboards
 - Fascias and bargeboards to be (225 or 150) x 12mm "Everite Nutec" or similar approved medium density fibre cement board with plain finish, butt jointed and painted with high quality acrylic paint.
 - Colour – to match roof colour.

EXCLUSIONS:*

- Victorian or any profiled fibre-cement fascias.
- iii) Fibre-Cement Eaves overhangs and Soffits
 - Eaves soffits to be closed between rafters with "Everite Nutec" or similar approved medium density plain ungrooved fibre cement board painted with high quality acrylic paint to match roof colour.
 - Eave closures to be painted to match roof colour.
- iv) Flat concrete roofs*
 - Concrete flat roofs with torch-on fusion waterproofing and painted with protective silver paint and 19mmØ stone chips.

v) Mono-pitch roofs*

- Roofs with a pitch of 5 degrees or less: Pre-painted kliplock or similar roof sheets – must always be enclosed all round behind a horizontal parapet wall in order not to be visible from view, except in the case of steep roofs.
- Roofs with a pitch between 5 and 10 degrees (for stoep/patio overhangs): Pre-painted Kliplock or similar sheets.
- Colour –African Charcoal.

- Hopper heads - Pre-painted seamless 'Watertite' Aluminium or similar approved, standard hopper head.
- Colour – powder coated to match colour of wall.

3.4.2 EXTERIOR WALLS*

- All Walls and Masonry Columns to be Smooth Plastered and Painted in approved colour.
- All Window Sills to be Smooth Plastered and Painted the same colour of the wall.
- Plumbing pipes are to be suitably concealed within walls or ducts, where possible and when exposed to the exterior, painted to match the colour of the exterior walls.

3.4.3 WINDOWS, DOORS AND SHUTTERS***i) Windows and Doors**

- All windows, doors to be Aluminium – powder/epoxy coated in colour charcoal (to match the roof). All windows and doors to be vertically proportioned and shutters to have a horizontal "timber-strip" profile.
- Width of large doors and windows that exceed the height of such doors and windows will be allowed, provided that they are screened or recessed by minimum of 1500mm behind the outer line of a pergola, veranda or covered stoep.

ii) Shutters

- The use of functional, sliding or swing shutters to reduce summer heat are strongly encouraged. These must be framed (not less than 50mm width). Aluminium Powder/epoxy coated in approved colour.
- It is encouraged that the colour of the shutters must match the colour of the garage doors.

EXCLUSIONS:*

- *Roof sheeting other than the prescribed roof sheeting is not allowed;*
- *Shade cloth on the main dwelling or any of the outbuildings, carports or freestanding buildings is not allowed;*
- *Perspex and fiberglass sheeting may not be used; and*
- *Pergolas may not be covered with shade cloth.*

3.4.1 RAINWATER GOODS***i) Rainwater Gutters - Visible**

- Pre-painted seamless 'Watertite' Aluminium or similar approved, extruded gutter in domestic 'ogee' profile – fitted in full continuous lengths.
- Colour – powder coated Charcoal – to match roof colour.

ii) Rainwater Gutters – Concealed

- Pre-painted seamless 'Watertite' Aluminium or similar approved, extruded gutter in square profile – fitted in full continuous lengths.
- Colour – powder coated Charcoal.

iii) Rainwater Down Pipes and Hopper Heads

- Down Pipes – 75x50mm rectangular pre-painted seamless 'Watertite' Aluminium down pipes with appropriate fittings, fixings and spouts powder coated to match colour of wall.

iii) **Window Glazing**

- To comply with the National Building Regulations (NBR); SANS 10400-XA; SANS 204 and AAMSA specifications.

iv) **Safety Glazing to Windows and Doors**

- To comply with the National Building Regulations (NBR); SANS 10400-XA; SANS 204 and AAMSA specifications.

EXCLUSIONS:*

- *Steel framed windows and doors*
- *Small cottage pane windows*
- *'Winblok' or other concrete framed elements*
- *False permanently fixed shutters*

3.4.4 GARAGES AND CARPORTS*

- i) Garage doors must be of a single door width and no double garage doors are allowed. Only aluminium sectional overhead or roll-up type doors with a simple horizontal pattern, will be allowed,
- Powder coated colour – to match colour of shutters.
 - Garages may not be altered and changed into accommodation or living spaces.

EXCLUSIONS:*

- *No PVC garage doors.*
- *All patterned garage doors except horizontal pattern specified above.*
- *Prefabricated garages*
- *Steel or aluminium lowered carports*
- *Shade cloth covering to carports*

3.4.5 OTHER*

Wrought iron or steel gates must be painted in colour white or charcoal.

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External braai chimneys must be painted to match the wall to which they are attached.

3.5 BALUSTRADING*

The following conditions apply to handrails and balustrading:

- The height of the top of all handrails or balustrades, including those mounted on brickwork, must be 1000mm above the floor finish of the balcony slab.
- Square mild steel tubing and flats, painted in colour charcoal.
- Glass balustrading is permitted.
- Balustrades to comply with the National Building Regulations.

3.6 BOUNDARY WALLS AND FENCES*

3.6.1 BOUNDARY WALL DEFINITIONS

For the purposes of these Guidelines, the following internal boundary wall conditions for the development are defined, namely:

3.6.1.1 Shared Boundary (Common Boundary):

- i) Any single boundary, which separates two adjoining residential erven must be a solid wall with a maximum height of 1800mm, plastered and painted smooth on all sides, painted in colour white. This wall type may also be used to link the building to the side boundary to create edge continuity – a garden gate may be placed in this wall for access to the rear of the property.
- ii) The shared boundary walls must be reduced to 1.2m in height at a distance of 3.0m from the rear boundary in order to seamlessly connect with the rear boundary wall.

3.6.1.2 Rear Boundary Walls and Fences:

- i) A rear (opposite of the street boundary) boundary wall of 1.2m in height will be permitted.
- ii) Palisade type fence may be erected on top the boundary wall to create more privacy, as depicted in Fig. 15 In the event that this option are considered, the following shall apply:
 - It may not exceed 900mm in height measured from the top of the rear boundary wall.
 - The planting of hedges are encouraged.
 - May not have brick columns, except on the corners.

3.6.1.3 Street Boundary:

- i) Where an erf is situated on a corner, the Control Architect will at their discretion, determine the street boundary. The other boundary will be defined as the rear or common boundary, or where required, a street boundary whichever applicable.
- ii) The street boundary wall may not be higher than 1.2m and must be smooth plastered and painted white.

iii) Palisade type fence may be erected on top the boundary wall to create more privacy, as depicted in Fig. 15 In the event that this option are considered, the following shall apply:

- It may not exceed 900mm in height measured from the top of the rear boundary wall.
- The planting of hedges are encouraged.
- May not have brick columns, except on the corners.

3.6.2 GENERAL CONDITIONS IN RESPECT OF THE DESIGN OF BOUNDARY WALLS

Any wall not built on an actual boundary line, but that fulfil the function of a boundary wall in relation to a boundary or dwelling, will be deemed to be a boundary wall for the purposes of this document or as may be determined by the Control Architect.

- i) The provisions described in this guideline document apply to all erven, other than where a specific code applicable to an erf is in conflict with these guidelines, in which case the provisions of such specific code shall prevail.
- ii) All boundary walls and built masonry columns must incorporate saddle copings projecting no more than 20mm on either side of the wall.
- iii) Where walls incorporate masonry columns (spaced at max. 2,5 - 3m centres as advised by a Structural Engineer), such columns must be square and may protrude no more than 100mm from the face of the solid wall section.
- iv) Boundary walls must be simple and may not incorporate any recessed or raised panels, or any other form of embellishment.
- v) Any reference to the maximum height of a wall shall be taken as a measurement to the top of any coping forming part of the wall. The adjoining columns may be slightly higher.
- vi) Shared boundary walls between erven may not exceed 1800mm in height, measured from the highest platform level at any one side of the erf boundary. Where privacy is required between erven, or where site conditions necessitate it, consideration may be given by the Control Architect.

- Architect to permit shared boundary walls of up to 2.1m in height where privacy are required.
- vii) On the internal street boundary side, it is prescribed, that where walling is required, only low garden walls restricted to a maximum height of 900mm may be built. It is prescribed that the shared side boundary forming part of the street domain, i.e. walling on the side boundaries on the street side of the dwelling must also be kept low at a maximum height of 900mm to allow visual interaction with the street in order to enhance the quality and character of the development.
- viii) All boundary walls, boundary fencing and fencing around pools must be designed and built to comply with the National Building Regulations (NBR). Specific conditions apply to pool fencing, refer applicable NBR for detail.
- ix) A service yard may be incorporated as part of a boundary wall and may only be constructed to a height of 1.8m to effectively screen any items contained in the service yard from the view.

EXCLUSIONS APPLICABLE TO BOUNDARY WALLS:*

- *No prefabricated walling systems or similar allowed;*
- *No Face brick, natural stone wall or stone cladding,*
- *No sheet material;*
- *Barbed wire on walls is not permitted.*

3.7 MISCELLANEOUS AND GENERAL*

- i) The location of all television aerials or satellite dishes should preferentially not be visible from the street or adjoining properties. The final position, size and location of all satellite dishes and television aerials are subject to approval by the HOA. Satellite dishes must be White composite or approved equivalent as approved by the HOA.
- ii) All telephone and electrical cable reticulation on the property must be underground. No overhead masts or wires are permitted.
- iii) All gas cylinders, refuse bins, compost piles and clothes lines must be screened within service/drying yards in order not to be visible from the neighbouring properties, or the street.

- iv) House numbers may not be larger than 300mm high and 100mm wide. The preferred lettering style is Verdana Bold and the colour is charcoal to match the roof sheeting. All lettering and numbering to conform to the approved design for the project. All lettering and numbering to be placed horizontally and in line and to be understated. The size and location of all house numbers are subject to the final approval of the HOA.
- v) All exterior lighting should be sensitively positioned and not directed in such a way that it may have a negative impact on the immediate surroundings or potentially in view or hazardous to adjoining properties, residents or passing traffic. Exterior lighting should shine down. It is recommended that all exterior lights be energy saving fittings. Security lights may not cast direct light outside the erf upon which they are situated and must be activated by movement sensors. All exterior light fittings to dwellings to match the fittings of Devonvale Golf & Wine Estate and to be approved by the HOA.
- vi) The aesthetic approval of all burglar bars and security gates are subject to the approval of the HOA. Security gates are only permissible if mounted internally behind a solid door and may not be visible from the exterior of the building.
- vii) Solar or heat pump thermal systems - are required (refer to Section III). The angle at which the flat plate solar collector or evacuative tubes are mounted must lie flush with the roof and the frame and fittings must be powder coated to match the roof colour. Heat Pumps must be installed inside service yards or purpose-built enclosure – Installation and position according to manufacturer's specifications. Position of solar equipment must be shown on plan and elevation and be submitted to the control Architect for aesthetic approval prior to installation.
- viii) The position, colour and design of all swimming pools are subject to the final approval by the HOA. The final position of the pool, pump and filter must be shown on plan, elevation and section must be submitted to the HOA for prior approval.
- ix) No sewer, vent and water pipes may be visible from the street and are not allowed above one meter from ground level. Stub vent stack systems to be used. All piping to be painted to match the adjoining wall colour onto which the pipe is fixed.

- x) Chimneys may be plastered and painted to match the main dwelling's wall colour, complete with a stainless steel or galvanized mild steel flue with approved storm cap. Galvanized mild steel pipes must be painted to match the colour of the roof, dark charcoal grey. All built chimneys and chimney pipes must comply with and be in accordance with the dimensions as prescribed in the NBR Fixed metal cowls allowed – to be submitted to Control Architects for aesthetic approval.

SECTION II: LANDSCAPE ARCHITECTURAL GUIDELINES AND CODES

4 LANDSCAPE ARCHITECTURE

4.1 INTRODUCTION

The design and implementation of a qualitative and enduring landscape forms an integral part of the overall design and is considered to be an imperative for the successful development of Devonvale Golf and Wine Estate. This section of the framework document should be read together with the zoning and subdivision application and the Environmental Management Plan, June 2007 (including the Construction Phase and Operational Phase of the project).



Figure 9: Devonvale is located in the Cape Winelands.

4.1.1 CAPE WINELANDS BIOSPHERE RESERVE CONTEXT

Devonvale Golf and Wine Estate is located within the UNESCO-listed Cape Winelands Biosphere Reserve, which was proclaimed on 18 September 2007. The Cape Winelands Biosphere Reserve aims to give practical effect to UNESCO's MAB (Man and the Biosphere) Program. This program was launched in 1971 by UNESCO, as a global program of international co-operation to advance people-environment interactions to promote sustainable development, nature conservation and care for life on earth. 4.4

Stellenbosch Municipality is committed to implement the objectives of the MaB programme. This is addressed by the Municipality's Spatial Development Framework (SDF) and the Municipality Environmental Management System (EMS).

Devonvale Golf & Wine Estate is located on the edge of the Bottellary Conservancy that has recently launched an initiative to establish an ecological and management corridor to protect and extend the Renosterveld habitat between the boundary of the Stellenbosch Municipality and Cape Town to the west and the eastern slopes of the Simonsberg. It is envisaged that this initiative would be undertaken jointly with the Simonsberg Conservancy and the landowners in the area.

In summary, the project site will be managed according to MaB's principles. The development will also support the key functions of the biosphere reserve, namely development, conservation and logistical support.

The proposed development will enhance the viability of the biosphere reserve, in that it will ensure compliance with key stipulations of the Seville Strategy namely to '*ensure that all zones of biosphere reserves contribute appropriately to conservation, sustainable development and scientific understanding*'.

The plan below indicates the position of Devonvale Golf & Wine Estate within the borders of the Cape Winelands Biosphere Reserve.

4.2 LANDSCAPING CHARACTER

As with the existing component of Devonvale, an 'integrated green system' will be established throughout the proposed extension, comprising landscaped open spaces and a number of water features that will be effectively linked, or integrated, with the natural areas through natural corridors. An integral part of the landscaping will, therefore, be the restoration of the existing natural corridors and the establishment of additional corridors. The gardens within the development will continue and consolidate this place specific landscape architectural theme and will integrate the human-made environment with the dams, vineyards and natural environment.

It is therefore the objective that gardens, as part of the envisaged 'integrated green system', should promote biodiversity conservation to the extent possible through inter alia the following:

- Planting of suitable indigenous species.
- Innovative soil management.
- Wise use of water resources.
- Using low energy maintenance techniques.

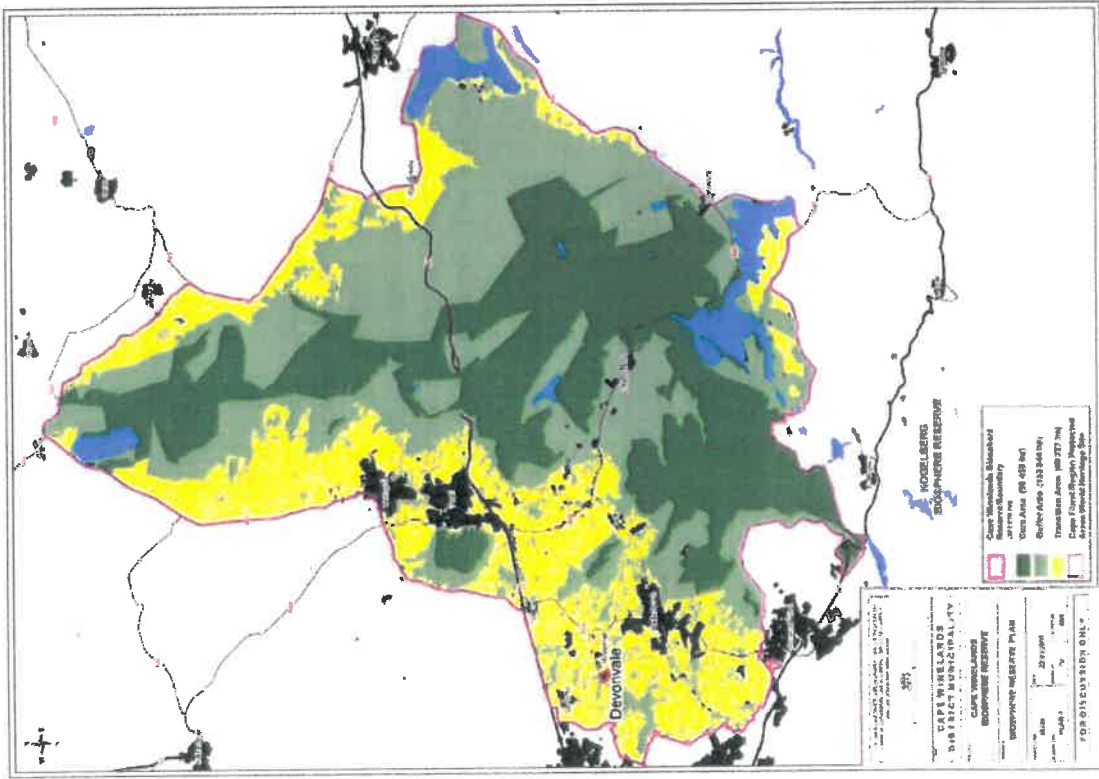


Figure 10: Cape Winelands Biosphere Reserve



Figure 11: Agrarian landscape featuring vineyards and natural vegetation.

The goal is to identify and to reinforce and enhance the sense of place qualities of the development. This would be achieved by the consistent use of materials and detailing, and the coordination of materials and colours of the hard and soft

landscaping of the project. The design guidelines promote a balance between privacy and transparency. This is to be achieved by creating a balanced relationship of vertical mass to horizontal space. Additionally, it would be achieved by integrating the project with the rural quality of the surrounding area as well as having regard for the emphasizing of the views towards the mountains.

A key requirement is that any land use on the Estate must respond to and ensure the maintenance of the conservation-worthy characteristics of the receiving landscape. Therefore, as a general rule, any construction or other forms of landscape modification on the Estates shall be planned, designed and implemented in a manner that harmonises with and complements the cultural and natural environment.

4.3 HARD LANDSCAPING

One of the most important factors pertaining to the design of hard landscapes is the creation of enclosure. Hard spaces are those principally bounded by buildings and walls often intended to function as gathering places for social activity and circulation routes.

The objective for the detail hard landscaping elements is:

- To create a place where the scale and form of the hard landscaping elements are in harmony with the setting and the character of the region and contribute to the overall visual appeal of the site.
- To create a place with amenity, attractive paths to walk, comfortable seats, shade, water and opportunity for socializing with other community members.
- A 'family' of hard landscape elements such as floorscape, walls, artefacts (street furniture and lighting) are to be implemented throughout the development in such a way that it will create a unique character and establish a distinctive 'Genius Loci' for the nodes.

The following specific aspects will be addressed in the overall design of the built environment and will be recognised in the detail design implementation to follow:

- **Form:** This may be determined by a *classical, functional, decorative or festive* approach to the design of the elements.
- **Materials:** This will resonate with the design in terms of *sense of place, history, craft, nature and limits*.
- **Decorative detailing:** This will create a unique character.
- **Colour:** The use of colour, as an effective technique to enhance atmosphere and will receive special attention. While the same or similar hard landscape elements would be used in several different locations, the use of different colour combinations changes the mood and character of a particular area significantly and achieves variety and diversity – this technique will therefore be applied where appropriate.
- **Graphics,** which when used consistently and in combination with hard landscape elements, can effectively establish a unique sense of place and identity.

4.4 THREE-DIMENSIONAL FRAME

The 3-dimensional frame defines the edges of the space, the degree of enclosure and the characteristics of the spatial wall. Trancik points out in his book "*Lost in Space*" that **transparency, opacity, openings, and surface ornament** have significant impact on the character of space, as does the relationship of vertical mass to horizontal space.

The scale of the wall in relation to human scale and the way this frame meets the ground plane are also major factors in the definition of three-dimensional edge. The creation of spaces depends on the modifying of the ground, vertical and overhead planes on its own and together. Hard and Soft Landscaping (plant material) is one way of change each plane of enclosure.

On the ground plane; paving, groundcovers, lawn and low shrubs will give spatial dimension through variation in height and material. In the vertical plane, space can be defined through plant material in various ways; tree trunks act as vertical columns and the width and number of the trunks indicates the degree of enclosure. In a forest the feeling of enclosure is much stronger than in an open area without any trees. The density and height of the plant foliage mass affect the

quality of the space. The taller the plant and closer the leaves are together the more enclose the space will feel.

Seasonal variation in deciduous foliage will change the sense of enclosure through the year, while evergreen plants will have a stronger year-round spatial definition. The foliage mass and the branches of the tree create the ceiling of the outdoor space, the overhead plane, limiting the view of the mountains. The sense of a ceiling is the strongest when the trees are placed that their canopies overlap.

Trees that are planted to far apart will lose their visual effectiveness in the overhead plane. The degree of enclosure varies with the relative height of the surrounding vegetation it's, spacing, density and position of the viewer relative to the surrounding vegetation.



Figure 12: Three-dimensional frame: Tree canopy (roof), tree trunk (walls) and planting/paving form the floor.

4.4.1 UTILITIES *

- i) All utilities must be underground.
- ii) Satellite dishes must not be visible from the street or golf course.

- iii) All other services i.e. mini-sub kiosks/mini-sub will be placed in the landscape and screened so that they are not visible intrusive.
- iv) All air-conditioning condensers/gas cylinders/refuse bins must be screened (wall or trellis) and not be visible from the street, neighbouring property or the golf course.

4.4.2 WALLS, GATES AND FENCING *

- i) Gabion stone walls and retaining walls are only allowed at the dam at the discretion of the HOA.
- ii) For any other walls refer item 3.6 under section I: Architectural guidelines and codes



Figure 13: Artistic Impression of the Pavilion. Pavilion at the Pier in Phase 2 dam (Design to be finalised).

4.4.3 STRUCTURES (PAVILION, GAZEBO, GAZEBO, DOLL HOUSE ETC) *

- i) The boardwalk and pier will be a galvanised steel construction with timber finish.
- ii) The Pavilion on the pier will complement the architecture of the houses with a pitched metal roof. Colour as per item 3.4 under section 1: Architectural guidelines and codes.
- iii) No Wendy houses will be allowed.
- iv) The HOA for Phase 2 must approve any new free standing structures.

4.5 TWO-DIMENSIONAL PATTERN

This refers to the treatment and expression of the ground plane –

- its materials,
- texture,
- colour and
- composition.

A consistent layout of paving materials and patterns will be used in the nodes to provide a distinctive identity. Subtle variations in colour and texture will be applied in some areas to help provide contrast, richness and a sense of scale. The landscape design will enhance the experience for pedestrians to observe and appreciate changing scenery as a person walks through the area. A change in paving pattern or material will indicate a conflict i.e. an entrance to a village, a pedestrian crossing.

4.5.1 VEHICLE AND PEDESTRIAN PAVING *

Nodal social space, pedestrian routes and functional open spaces have been created and will be extended that would enhance the quality of the recreational and living experience within Devonvale as a whole. The design of streets and paths of Phase 2 will express the street hierarchy, which *inter alia* relates to symbolic gateways, internal nodes and landmarks that provide focus and direction and give legibility to the development.

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Figure 14: Clay brick paving of Devonvale (Colour: Rustic Blend).

- i) Focal areas, plazas or squares will be paved with clay brick pavers (Colour: Rustic Blend to match the existing paving of the Estate). Transitions zones such as at the entrance of a village will be indicated with a different paving pattern. The clay brick road edge will consist of a concrete kerb or a brick header course on the same level as the road surface to allow storm water to run off into the landscape to match the existing road surface. The use of kerbs will be limited.
- ii) Driveways will consist of a combination of Rustic blend clay paver and in situ cast concrete with a wire brush finish.
- iii) Pedestrian paths will be paved with clay brick or exposed aggregate (brown aggregate). Additional informal pathways around the dam will be made from laterite gravel.
- iv) The use of permeable paving will be encouraged to optimise the use of natural resources especially in parking areas.
- v) The Golf Course paths will be clay brick to match the existing paths.
- vi)

- vii) The road edge will consist of a edging of claybrick on the same level as the road surface to allow stormwater to run smoothly into the water canal.

4.6 OBJECTS IN SPACE

These are elements such as sculpture, water features, and trees that provide accents or focal points and make the space memorable. Objects can be used to anchor the centre and to give vitality to spaces. The most vital elements of all are the human who use the space giving life to it.

Objects in public spaces – lamp posts, paving, planting – symbolically communicate the meaning of places.



Figure 15: Objects in space.

4.6.1 STREET FURNITURE *

Street furniture will be used consistently and in combination with hard landscape elements, to enhance the sense of place qualities and identity. The placement of these items in the landscape must be planned and coordinated so that the items are clearly visible yet subtle and cluttering is prevented.

- i) The street furniture (benches) will be designed to be robust to withstand the environmental conditions.
- ii) An age appropriate playground will be providing in the open space for the use of the children of Phase 2.

4.6.2 SIGNAGE *

Signage should be appropriate used to enhance the architectural surroundings and combine aesthetics and function and reflect the street furniture theme.

- i) No illumination of signage will be allowed.
- ii) House numbering – Refer to item 3.7 under section I: Architectural guidelines and codes



Figure 16: Signage to match existing Phase 1 Signage



Figure 17: Proposed new bollard lighting

4.6.3 LIGHTING *

- i) Lighting should be simple, subtle and kept to a minimum i.e. lighting should be limited to strategic elements and important areas in order to prevent light pollution at night.
- ii) Medium to low-level long wave length lighting will be used to avoid glare and light pollution.
- iii) Decorative lighting will be used for the illumination of focal areas.
- iv) Prevent light pollution by omit using only lights shining downwards.
- v) Floodlights will not be used within Phase 2.

4.6.4 WATER FEATURES AND SWIMMING POOLS *

- i) A water fountain acts as a focal point and also adds to the atmosphere.
- ii) Water features will fit with the architecture of the surrounding buildings.
- iii) The water features will be design to take climatic conditions, e.g. strong winds and hot dry summers into account.
- iv) A pool cover is recommended to prevent evaporation.
- v) Backwash water into storm water system.
- vi) Water features to be plaster and painted to match the Architecture.
- vii) Refer to items 2.3 & 3.7 under Section I: Architectural guidelines and codes for more information on swimming pools

4.7 SOFT LANDSCAPING

4.7.1 INTRODUCTION

Soft spaces are those dominated by the natural environment and plants. The quality and style of the soft landscaping will contribute to the sense of place of the site and reinforce the existing landscape identity of the region. The planting form will enhance the landscape qualities valued in the region. The character of the estate's landscape is a rich blend of elements derived from the natural areas, the geometric agriculture pattern, the residential and the public spaces.

In addition, harmonious balance is to be promoted in the landscape. This occurs where there are more or less equally spaced hard and soft elements incorporated into the landscape design. Parks and parking are to be given an informal setting and new tree avenues are to be planted to create axes that would frame views and provide direction.

The Cape Winelands has a Mediterranean climate and is described as a winter rainfall area with cool, wet winters and warm, windy, dry summers. Take note of local climatic conditions such as: capturing breezes or minimising the extent of mowed lawns areas for long term maintenance cost and it will reduce water usage. Optimise storm water run-off by effectively managed it with the topography.

The local Cape Floral Kingdom, one of only 6 floristic Kingdoms in the world is unique with an extremely high rate of endemic and diverse plants species.

Soft landscaping and planting of trees can also reduce glare in the landscape by deflecting the sun's rays, thereby cooling the environment down as well as minimizing the use of dark coloured hard surfaces.

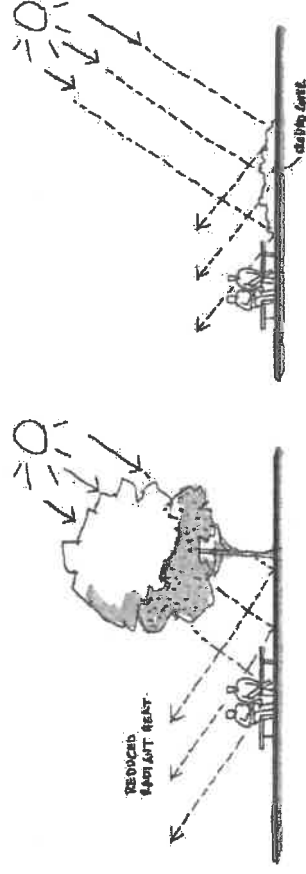


Figure 18: Ground covers reduce glare and heat from the sun

Seasonal variation in deciduous foliage – mainly trees – will change the sense of enclosure through the year, while evergreen plants will have a stronger year-round spatial definition.

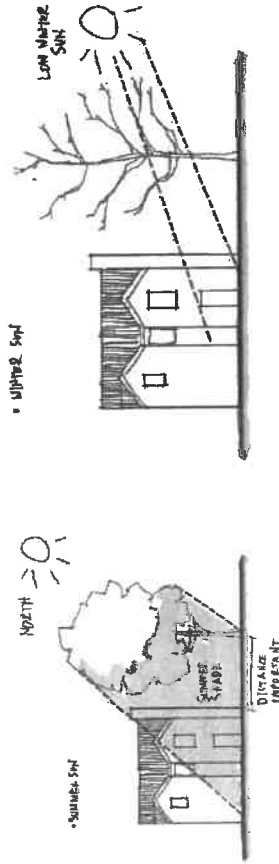


Figure 19: Plant deciduous trees on the northern side of houses to warm the house in the winter months and provide shade in the summer.

4.7.2 PLANT SPECIES *

i) Existing and Golf Course Vegetation

- The site has an agrarian landscape character partly planted vines, some mature trees and natural veld (that has to be rehabilitated). The trees and shrubs with any significant will be carefully selected to remain; be pruned and cared for during the building phase to ensure the rural sense of place is protected.
- The golf course and its landscaping will be the responsibility of the golf club. No homeowner may alter or prune any plant on the golf course without the approval of the HOA.
- Existing soil levels around existing trees is to be retained, especially where the building process will cause any major change in levels; as this can cause the tree to struggle with root aeration and water absorption.

ii) Trees

- The design of new buildings should accommodate the position of existing trees as far as possible – either by incorporating them within the plan or keeping an appropriate distance from the roots and canopy.
- There are many exotic species of trees across the site with several good examples, namely: English Oaks, Pines etc. These large specimen trees

will be retained as far possible for their age, shade and stature. Only exotic trees with a cultural/historical value may be planted in Phase.

- No Palm, conifers or cacti may be planted.
- Indigenous trees are recommended as they are more suitable to our climatic conditions. The existing indigenous trees will be retained or can be transplanted to an alternative position on site if necessary.
- New trees will be planted along the street verges of Phase 2 and along the northern boundary.
- Plant trees strategically to protect the views towards the mountains & Golf Course.

iii) Alien and Invader Trees

- The trees listed on the latest Alien and Invasive Regulation, 2014 and Alien and Invasive List, 2014, must be removed and managed as per the NEM: Biodiversity Act, 2004

iv) Communal Areas

- Soft landscaping will be designed to give identity to a specific area and enhance the quality and roles of specific places.
- Plant species that are typical of the historical and cultural character of the area will be planted, e.g oak trees, plane trees etc.
- All plant species must be **drought and wind resistant, water-wise and non-invasive**.
- The use of indigenous plants will receive preference and be used in a combination of ways to emphasize and give character to squares, spaces between nodes, as well as, accentuating focal points, axes and perspectives.
- Natural transition will be achieved through the gradual, ascending or descending arrangement of different elements with varying textures, forms, colours, or sizes.
- Fynbos will be reintroduced where possible in appropriate spaces on the site to enhance a natural 'green system'.

v) Edible plants

- Vegetable and herb gardens can be created within the limitation of the EMS, established in private garden and common areas common spaces to create a sense of community.
- Fruit trees e.g. Olive, Lemon, can be planted for aesthetic and productive purposes enhance the rural character of the area and to complement the existing trees on site. This will also encourage bird and insect life on the site.



Figure 20: Vegetable gardens



Figure 21: Olive Trees



Figure 22: An Artistic Impression of the landscaped earth berm along M23

vii) Private Gardens

- Orientation of the internal spaces relative to the sun, wind and shade is vital, the positioning of the deciduous trees on the north and evergreen trees to the south and west for winter sun and summer shade are important.
- Courtyard or semi-courtyards of houses can create atmosphere, privacy and protection from the southeaster wind.
- Private spaces must be designed, in both a formal or informal manner and will complement the landscaping of the surrounding open spaces.
- The use of aromatic plants in certain areas can create a pleasant living environment. The use of colour is an effective technique to enhance atmosphere will receive special attention in the project. While the same or similar hard landscape elements would be used in several different locations in the settlement, the use of different colour combinations changes the mood and character of a particular area significantly and achieves variety and diversity. The structures will be plastered and painted as per the architectural colour pallet.
- Limit lawn areas to reduce water usage and maintenance cost. Plant indigenous lawn species e.g. Buffalo or Kweek
- Plants to be grouped together for their sun/water requirements.
- All plants brought to the site must be disease and pest free.
- Hedging can be used to create privacy.

vi) Noise/Visual impact of the M23

- The key impact of the development is its potential visual intrusion, in particular as it relates to the aesthetic quality of the site from the perspective of surrounding properties.
- Intense landscaping along the common boundary between the estate and the M23 is being undertaken in order to reduce noise and block off traffic from view. This will greatly enhance the aesthetic quality of the site.
- Landscaping along the road has included the establishment of a berm along the common northern boundary of the site thus is to be enlarged. Although the berm has already been planted, it will be densely vegetated in certain key areas with additional suitable indigenous species.
- Furthermore a new planted berm on the north eastern corner of the site will mitigate the visual impact of the clay brick factory across the road, as seen from the clubhouse.



Figure 23: Fynbos and other indigenous plant species are suitable in Cape Winelands climatic conditions



Figure 24: Colourful road verge planting with indigenous plant species

4.8 IRRIGATION *

- Indigenous plant species, recommended for all the gardens, do not need a lot of water once established.
- To help prevent unnecessary water loss, a layer of mulch over the planted area can be applied. The mulch layer will also suppress weed growth.
- Organic matter which arises after pruning or cutting can be used for mulch.
- Private garden irrigation systems must be designed to be energy-efficient and water-efficient.
- Drip irrigation can be used in small, localized areas such as trees in paving or narrow planting flowerbeds.
- In larger areas, where sprayers will be necessary to ensure the area is watered adequately: wind velocity will need to be taken into account i.e.

the heights and distances, sprayers will need to cover; in order to reduce excessive water use or loss.



Figure 25: Examples of material that can be used for mulch to be applied to prevent water evaporation

- Plants in the landscape will be selected for their drought-resistant qualities and are to be separated into hydro-zones; where the plants use the same amount of water.
- Stellenbosch Municipality's water restriction rules are applicable on the use of potable water by Property Owners for irrigation of their private garden.
- Only irrigate before 10h00 or after 16h00.
- Only the Golf Course will be irrigated from the dams on the Estate.
- Grey water is to be harvested if possible for irrigation purposes on all private erven.

4.9 STORM WATER RUN OFF *

Water is scarce, therefore all measures must be taken to conserve water and to utilise rainwater optimally.

- All the storm water runoff will be directed to the dam via a vegetative swale or channel. The dams on the Estate, are not only, visually appealing their main store water for irrigation of the golf course and the landscape areas of the Estate.
- The water level of the dams will fluctuate during the summer months. The dam that forms the central feature of Phase 2 has been designed to create an attractive landscape space illustrated in the images below.

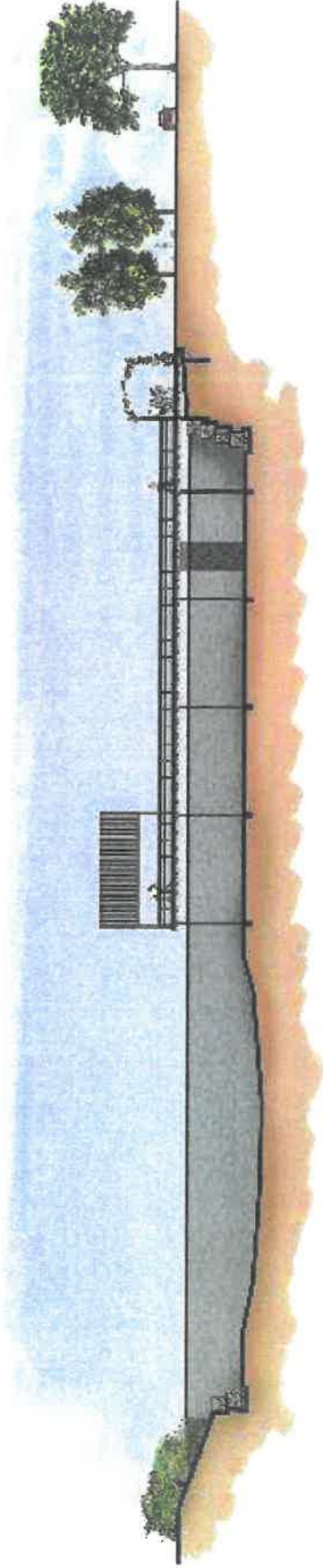


Figure 26: Typical section through Phase 2 dam & pier



Figure 27: Typical section through dam embankment illustrating different gabion wall heights

- Storm water runoff - must be effectively dissipated and stabilized by the use of landscape swales and permeable paving to counteract erosion and maximize infiltration and natural dissipation of water.
- Storm water should be dispersed as much as possible to prevent erosion speed of the run-off of the owner's property.



Figure 28: Vegetative swales



Figure 29: Landscape swales with some stones to prevent erosion



Figure 30: The key to a beautiful garden is the improvement of the soil.

4.10 MAINTENANCE *

- i) Unwanted plant species
 - Eradicating alien invader infestations is of great importance. Invader plants are defined as “a kind of plant which has been declared an invader plant, and includes the seed of such plant and any vegetative part of such plant which reproduces itself sexually”.
 - Weeds are defined as “any kind of plant which has been declared a weed, and includes the seed of such plant and any vegetative part of such plant which reproduces itself asexually”. If weeds or invader plants occur, the landscaping maintenance team will control those weeds or invader plants by means of any of the control methods that are appropriate for the species concerned and the ecosystem in which it occurs.
 - These control methods include the removal seedlings and saplings (including entire root systems), foliar spray and chopping plants down and then treating with herbicides.
- ii) Low maintenance hard landscaping elements and plants
 - Only use low maintenance plants (no pruning required)
 - Use local suppliers and labour.
 - All garden waste will be used to make compost that can be used in the landscaped areas.
 - On a small scale kitchen waste and worms can be used to make compost to supplement the nutrients in the garden soil on a long term basis.
- iii) Area to be maintained
 - Each property owners will be responsible for the upkeep of their respective gardens.
 - The landscaping and irrigation in the open space areas are communal property and may not be altered without approval from the Phase 2 HOA. The Phase 2 HOA can be contracted if any existing trees require pruning on the common property.
 - The Golf Course is the responsibility of the golf club
 - All gardens are required to be kept in a tidy state at all times.
 - All erven on which no structures have not been built must be mowed on a regular basis.
 - Unbuilt erven that are not mowed on a regular basis will be maintained by the HOA and the cost thereof charged to the respective owner.

SECTION III: PRINCIPLES OF SUSTAINABLE DEVELOPMENT

5 SUSTAINABILITY

Sustainable development has long term sustainability as the ultimate goal. The philosophy supported in Devonvale Golf & Wine Estate is that “every bit counts” and that unless the sustainable development process is managed and measured, success rates will be low, or worse, the principles would fail.

In the Basic Impact Assessment (i/o NEMA, Act 107 of 1998) and the application for Rezoning, Subdivision and Amendment of Development Conditions (i/o LUPO, Ord. 15 of 1985) commitments have been made to promote the contribution of Devonvale Golf & Wine Estate to addressing climate change during both the construction phase and the operational phase. As stipulated below, the primary responsibility for the continued implementation and management of these commitments will rest with the private home owners and the HOA during the operational phase.

Various rating tools are available in South Africa which could be used to assess the degree to which the project and individual homes promote the principles of environmentally friendly design, construction and operation. Refer to Annexure C for introductory information on the Green Building Council’s Green Star Rating Tools and EDGE for homes rating tools.

5.1 MANAGEMENT

To achieve the set sustainable development objectives two distinctive programs have been identified namely an Environmental Program and a Property Development Program. The EMP that will cover each of these programs and compliance is to be measured and monitored in terms of ISO 14001 by the developer during the construction phase and by the HOA. Differentiation is made between the responsibilities of the developer/HOA and the private property owners as is illustrated and explained below.

5.1.1 DEVELOPMENT COMPANY AND PROPERTY OWNERS’ RESPONSIBILITIES

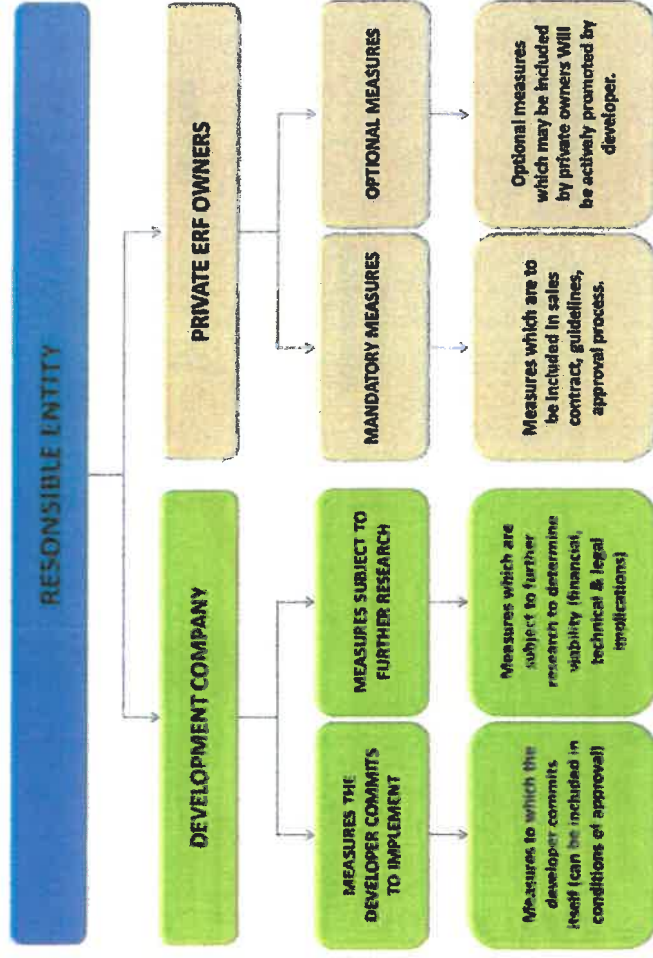


Figure 31: Management Areas and Areas of Responsibility.

5.2 PROMOTING ENERGY EFFICIENCY

The following measures have been identified which will be implemented in order to reduce energy consumption, promote the efficient use of energy and promote appropriate alternative renewable energy sources.

5.2.1 PASSIVE SOLAR DESIGN

The correct design of urban space and related buildings through the application of Passive Solar Design principles will contribute significantly to reducing energy use (specifically energy required for heating and cooling a building). Passive solar design is based on the following 6 principles i.e.:

- i) Building orientation
- ii) Thermal massing
- iii) Shading
- iv) Ventilation
- v) Insulation
- vi) Landscape design

DEVELOPER'S RESPONSIBILITY		PRIVATE OWNERS' RESPONSIBILITY	
APPLICABLE TO ALL COORDINATOR AREAS	APPLICABLE TO PRIVATE OWNERS	OPTIONAL ACTIONS (TO BE PROMOTED)	
DEVELOPER COMPLETS TO IMPLEMENT	SUBJECT TO FURTHER RESEARCH	MANDATORY ACTIONS	PROMOTED ACTIONS
<p>ENERGY</p> <ul style="list-style-type: none"> Passive solar building design & material selection + landscaping (shading & day-lighting) Solar Water Heating with greywater Energy efficient lighting Grid Tied PV Solar cooling Energy efficient transportation Building Management System Energy efficient appliances 	<p>ENERGY</p> <ul style="list-style-type: none"> Solar farm Wind farm Alternative building material Solar street and exterior lighting Solar water pumping (e.g. irrigation systems) Green roofs Evaporative building cooling On-site sewage treatment works energy application Green Building Accreditation (Green Star) 	<p>ENERGY</p> <ul style="list-style-type: none"> Passive solar building design & material selection + landscaping (shading & day-lighting) Energy efficient lighting Solar Water Heating with greywater Appropriate building material selection Gas cooking Energy efficient appliances 	<p>ENERGY</p> <ul style="list-style-type: none"> Alternative building material selection Exterior solar lighting Intelligent building automation & energy management system Solar water pumps for irrigation Heat pump Green roofs Green Building Accreditation (Green Star) Energy efficient transmission Grid tied photovoltaic energy generation
<p>WATER</p> <ul style="list-style-type: none"> Grey water reuse garden design and plant selection Water saving irrigation design & management Integrated grey water (recycled) and rain water harvesting system Water saving devices Permeable paving on roads (with optional storage capacity) 	<p>WATER</p> <ul style="list-style-type: none"> Black water recycling Green Building Accreditation (Green Star) On-site sewage treatment works water re-use (common area irrigation) Exterior tap & hosepipe restriction 	<p>WATER</p> <ul style="list-style-type: none"> Drought resistant garden design and plant selection Water saving irrigation design & management Integrated grey water (recycling) and rain water harvesting system POR monogated water restrictions Water saving devices 	<p>WATER</p> <ul style="list-style-type: none"> Permeable paving with optional water storage capacity Black water recycling Exterior tap & hosepipe restriction

Figure 32: Responsibilities of the various entities.

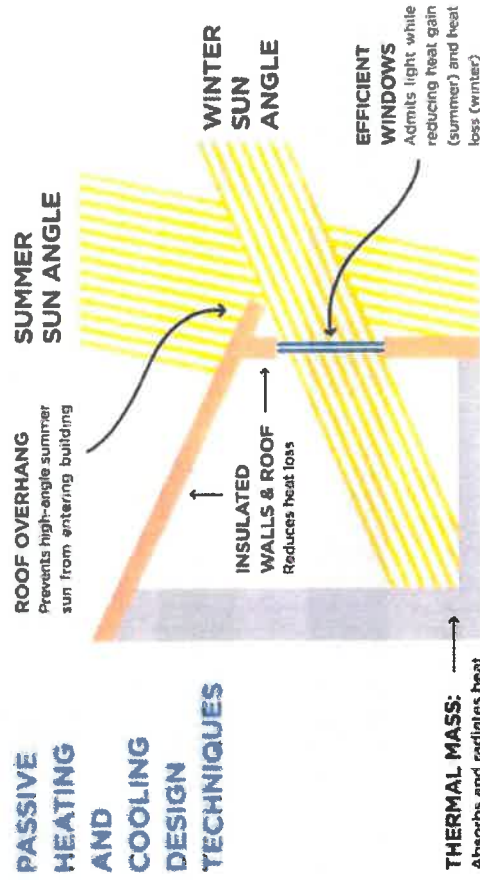


Figure 33: Basic principles of Passive Solar Design.

As is illustrated by the Figure 5-8 the buildings in Devonvale Golf & Wine Estate predominantly orientated north and east.

Buildings have been designed to collect, store and radiate heat inside the building to maintain higher night-time temperatures in winter while in summer excessive internal heating of the building is avoided.

5.2.2 PROMOTING ENERGY EFFICIENCY

The use of energy efficient electrical and associated appliances in all buildings will be promoted. A range of possible measures include the following:

Installation of a Building Management System which controls all energy related appliances, lighting, heating and cooling which could contribute to promoting energy savings.

- i) Installation of low energy lighting in and around buildings and public spaces.
- ii) Installation of evaporative coolers (a device which cools air through the evaporation of water). Evaporative coolers have significantly lower installation and operational costs than a conventional air-conditioning system.
- iii) Use of sky-lights to reduce demand for artificial interior lighting.

5.2.3 WATER HEATING *

It is generally accepted that heat pump provides the most efficient technology for water heating in the Western Cape. The installation of an Air-sourced heat pump or solar water heating system, or a hybrid (combination of both technologies) will be mandatory on all buildings.

Due to aesthetic considerations only 'split-system' SHW systems with a geyser located inside the building roof space will be allowed. SHW panels would be placed flush on the outside of roofs.



Figure 34: Typical 'split-system' evacuated tube SWH system (left) and typical air-source heat pump (right) <http://www.archiexpo.com/>

5.2.4 GRID TIED RENEWABLE ENERGY GENERATION

The installation of a Grid-Tied Renewable energy system will be encouraged for all houses.

Grid-Tie renewable energy refers to the direct grid or utility Feed-in of instantaneous generated power through different sources such as wind (Wind Turbines) or sun (Photovoltaic Panels), which enables direct savings on electricity usage for the commercial sector which has the potential to contribute significantly towards the reduction of conventional energy sources. The technology allows for the renewable energy generated to be used locally, thereby reducing the demand on external energy sources.

5.3 WATER USE EFFICIENCY *

As mentioned above it is recognised that it has become critically important that the efficient and appropriate use of scarce potable and non-potable water resources should be promoted and that alternative methods of water capturing and management be investigated. Water use will be addressed by managing

water for private use (buildings and activities on private erven) and common use (private open space and associated amenities) by the HOA.

The sustainable use of water requires that:

- i) Potable and non-potable water use, in general is reduced.
- ii) Water is used responsibly for a specific application.
- iii) Water is used efficiently at all times.
- iv) Alternative water sources are used to their full potential.

5.3.1 WATER MANAGEMENT MEASURES *

In order to promote responsible private domestic and common water use it is recognised that the use of potable municipal water for exterior purposes could be supplemented.

The following measures could be taken:

- (a) Integrated Grey Water Recycling and Rainwater Harvesting Systems: The following measures could be implemented:
 - i) Buildings fitted with a suitable rainwater harvesting system, which would take the form of external water tanks, installed to catch rainwater from buildings' roofs.
 - ii) Tank placement, design and screening to be indicated on building plans for approval in terms of these guidelines.
 - (b) Irrigation management: The following measures could be implemented:
 - i) Plants in the landscape to be selected for their drought-resistant qualities and separated into hydro-zones; where plants use the same amount of water.
 - ii) The use of organic mulch is encouraged to minimize water loss due to evaporation.
 - iii) Irrigation system designed to be energy-efficient and water-efficient.
 - iv) Drip irrigation to be used in small, localized areas such as trees in paving or narrow plating flowerbeds. In larger areas, where sprayers will be necessary to ensure the area is water adequately;
- wind velocity will need to be taken into account in order to reduce excessive water use or loss.
- v) Weather stations to be installed to monitor seasonal fluctuations in rain fall so that the irrigation program can be adjusted accordingly.
 - vi) The use of wireless rain sensors to regulate the irrigation system. Watering times will be regulated so that the irrigation system does not run during the hottest time of the day.
- (c) Water use regulations: The following measures could be implemented:
 - i) Water Use Guidelines and Restrictions to be determined and managed by the HOA.
 - ii) Guidance with regard to drought tolerant water-wise plants to be adhered to.
 - (d) Internal water use: The following measures to be implemented:
 - i) The installation of water efficient fittings (e.g. dual-flush toilets, low flow showers, aerated taps) to be specified throughout all buildings.
 - ii) The use of water efficient appliances will be promoted.



ANNEXURE A
10 STEPS TO SUSTAINABILITY

10 STEP MODEL FOR SUSTAINABLE DEVELOPMENT

SYNOPSIS

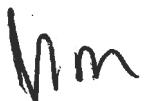
OCTOBER 2016

Having regard for the recent adoption of the Sustainable Development Goals and the Paris Accord on Climate Change by the United Nations, the promotion of sustainable development and long-term sustainability are now global imperatives – the objectives are, in fact, not discretionary. Furthermore, these objectives are also central to South Africa’s Constitution and national, provincial and local land-use planning legislation. As practitioners in the disciplines of architecture, urban and regional planning, landscape architecture and environmental planning, this office has prepared a practical methodology comprising 10 steps to facilitate and promote the above international objectives that can serve as a guideline for decision-making in the planning/design, implementation and management of projects that this office is responsible for. This methodology/guideline is referred to as our 10 step Model for Sustainable Development. This methodology has also been adopted by Stellenbosch Municipality in their draft policy for Environmental Management Systems of 2012 (EMS).

The approach adopted by this office, in the execution of our professional responsibilities, is aligned with the recommendation of UN Habitat¹. In terms of this approach one would first consider the key principles and objectives that should guide project planning, design and implementation and, once these have been agreed to, one should demonstrate how to give practical effect thereto. The most fundamental principles are generic as they are circumscribed by legislation and policy that are recognised as international best practice. Bespoke principles and objectives, unique to specific projects, have to be made explicit.

With regard to the work that this office undertakes in South Africa it is therefore, as a point of departure, accepted that the South African Constitution obligates the state and government to promote sustainable development and to pursue long-term sustainability. The first formal definition for *Sustainable Development* that was (and still is) recognised globally is that of the Brundtland Commission of 1987. According to this definition “sustainable development is the kind of development that meets the needs to the present without compromising the ability of future generations to meet their own needs”. This office supports the above definition. In view of the need to make the definition practically operational and to be in a position to measure

¹ UN HABITAT Planning for Climate Change: A strategic value-based Approach for Urban Planners(2010)



its outcomes we have adapted the definition as follows. "Sustainable development is the kind of development that enhances human well-being and the integrity of the environment by the just and efficient use of resources."

Resources are considered as forms of capital and, for practical purposes, the following four forms of capital are recognised by this office namely, monetary capital (money), environmental capital (land, water etc.), infrastructural capital (roads, energy distribution networks) and social capital (networks of common values and trust).

National, provisional and local government legislation requires development to be undertaken in accordance with specific principles, norms and standards. The principles are: spatial sustainability, spatial justice, efficiency, spatial resilience and good administration. Norms and standards include desirable settlement patterns and the obligation to promote sustainable development.

To give effect to sustainable development as defined above requires a system approach as illustrated by Figure 1.



Figure 1: The Sustainable Development System. Source: Department of Environmental Affairs

Furthermore sustainable development has to be addressed on all scales from the international to the project/building scale as is illustrated by Figure 2 below. The planning, architectural and landscape architectural professions have the obligation to ensure that the constitutional imperatives relating to sustainable development and sustainability are achieved in practice.

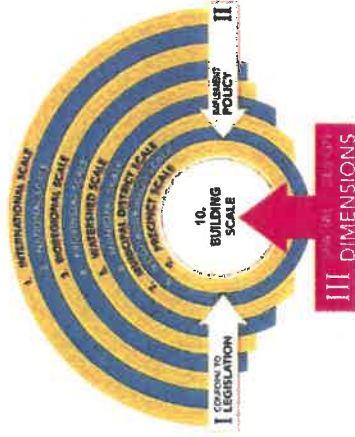


Figure 2: Planning & Design Scales

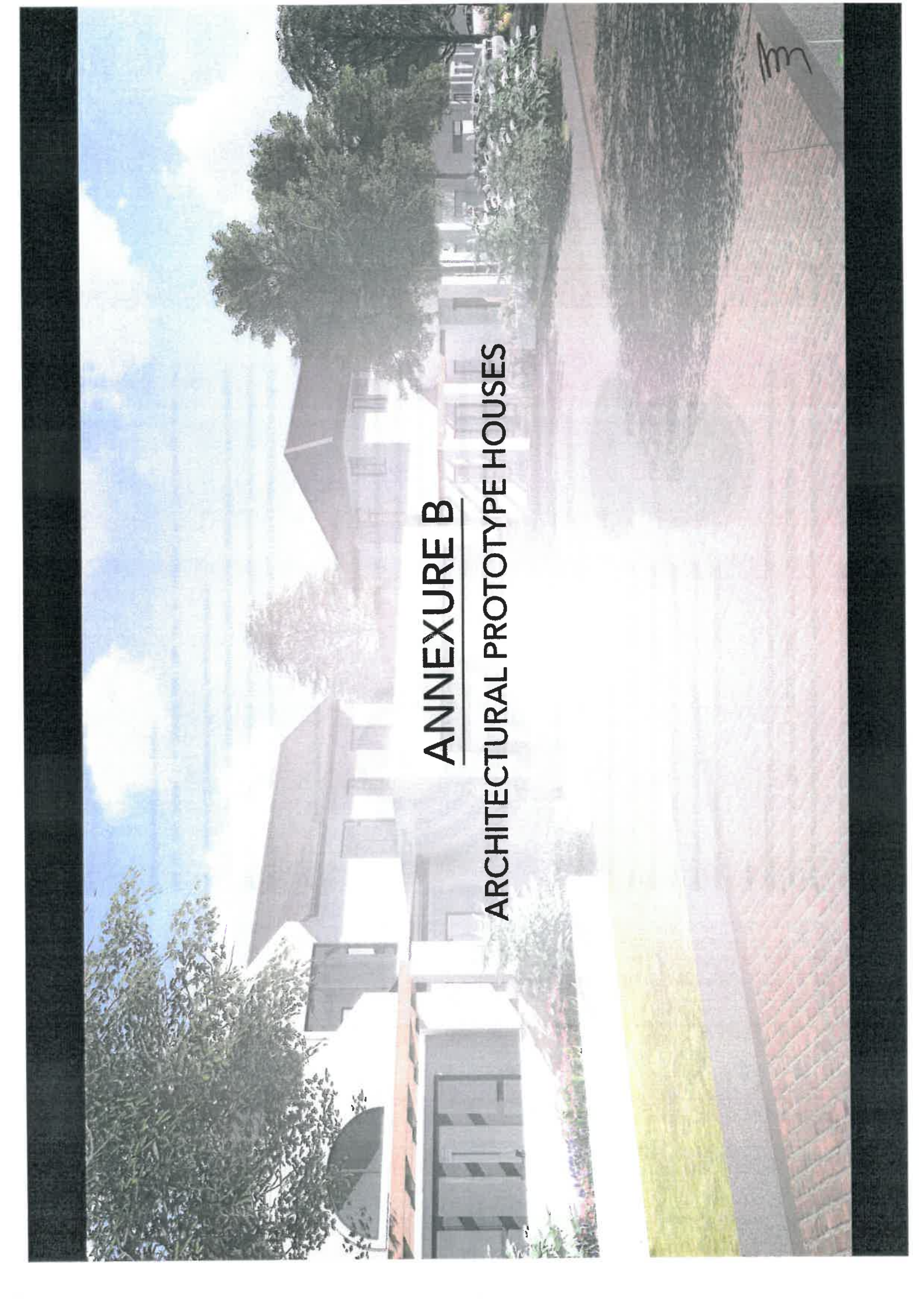
The 10 Steps of the model are; **1.** Commit to sustainable development; **2.** Employ capital efficiently and justly; **3.** Plan-design on all scales and dimensions (Figure 2 above); **4.** Optimize economic drivers; **5.** Build institutional capacity; **6.** Prepare project programs and guidelines; **7.** Address climate change; **8.** Prepare a finance strategy; **9.** Assess compliance; **10.** Implement efficient management systems.

The 10 Step Model is a practical tool that can be employed for the planning, design and adjudication/assessment of projects.

Dennis Moss
DF MOSS,

DENNIS MOSS PARTNERSHIP

mm

An architectural rendering of a row of modern, two-story houses. The houses have light-colored facades and dark, gabled roofs. They are arranged in a row, with a brick walkway leading towards them. The scene is set against a blue sky with white clouds. In the top right corner, there is a handwritten signature that appears to be 'M'.

ANNEXURE B
ARCHITECTURAL PROTOTYPE HOUSES

General Notes:

1. All dimensions are in millimeters unless otherwise stated.
2. All dimensions are to the centerline of walls unless otherwise stated.
3. All dimensions are to the finished surface of the work unless otherwise stated.
4. All dimensions are to the centerline of the work unless otherwise stated.
5. All dimensions are to the centerline of the work unless otherwise stated.
6. All dimensions are to the centerline of the work unless otherwise stated.
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PROJECT: DEVONVALE PHASE 2

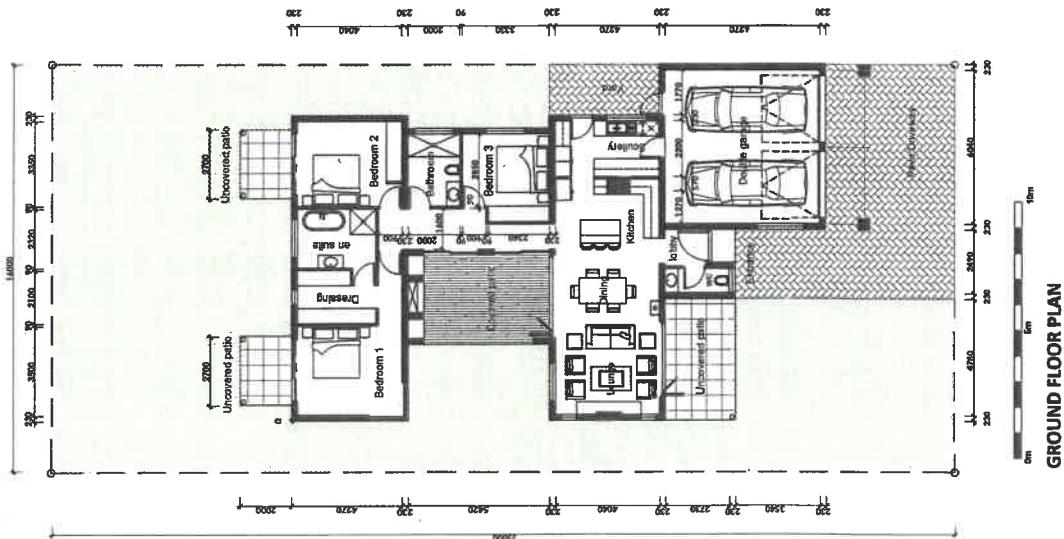
PROJECT: TYPICAL HOUSE TYPE A

MARKETING



Unit type A:

COVERED AREA:	142,00 m ²
Ground floor:	41,00 m ²
Garage:	101,00 m ²
Total:	142,00 m ²
COVERED PATIOS:	19,00 m ²
Covered steps:	1,30 m ²
Entrance:	1,30 m ²
Total:	20,20 m ²



HOUSE TYPE A - SCALE 1:100 @A1

mm

General Notes:

1. All drawings are based on the information provided by the client and are not to be used for any other purpose without the written consent of the architect.
2. The client is responsible for obtaining all necessary permits and approvals from the relevant authorities.
3. All work is to be done in accordance with the relevant building regulations and standards.
4. The client is responsible for providing all necessary information and documentation to the architect.
5. The client is responsible for providing all necessary information and documentation to the architect.
6. The client is responsible for providing all necessary information and documentation to the architect.
7. The client is responsible for providing all necessary information and documentation to the architect.
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10. The client is responsible for providing all necessary information and documentation to the architect.

DEVONVALE
GOLF & WINE ESTATE
STELLENBOSCH - SOUTH AFRICA

WIEHAHN
properties

TRILOGY

BRICK 'n BOARD
GROUP (PTY) LTD

BIENNA MOORE PARTNERSHIP

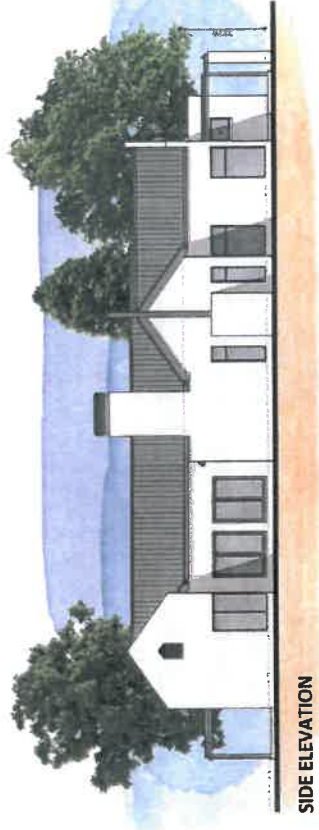
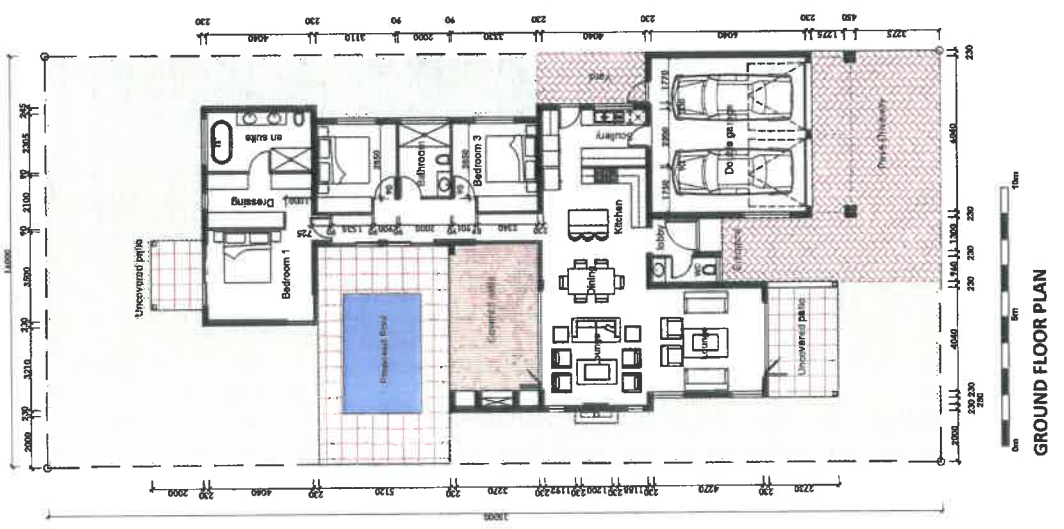
DEVONVALE PHASE 2

DEVONVALE PHASE 2

TYPICAL HOUSE TYPE B

MARKETING

This drawing is the property of Devonaal Estate Properties and may not be copied or disseminated in any form without their written consent.



Unit type B:

COVERED AREA:	183.00 m ²
Ground floor:	41.00 m ²
Garage:	204.00 m ²
Total:	245.00 m ²
COVERED PATIOS:	21.00 m ²
Covered stoop:	20.00 m ²
Total:	242.00 m ²

mm

HOUSE TYPE B - SCALE 1:100 @A1

General Notes:

1. Contractor and sub-contractors to check all levels and dimensions before commencing work. All levels and dimensions are given in meters above sea level unless otherwise stated.
2. All work to be done in accordance with the relevant building regulations and standards.
3. All work to be done in accordance with the relevant building regulations and standards.
4. All work to be done in accordance with the relevant building regulations and standards.
5. All work to be done in accordance with the relevant building regulations and standards.
6. All work to be done in accordance with the relevant building regulations and standards.
7. All work to be done in accordance with the relevant building regulations and standards.
8. All work to be done in accordance with the relevant building regulations and standards.

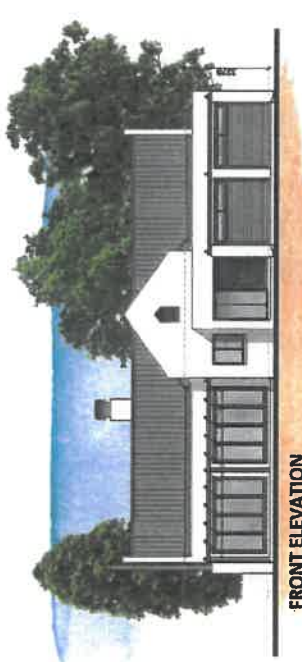


CLIENT: DEVONVALE PHASE 2
PROJECT NO: 100119

SCALE: 1:100
DATE: 24/01/2022
REVISION: 0
DRAWN: [Signature]
CHECKED: [Signature]

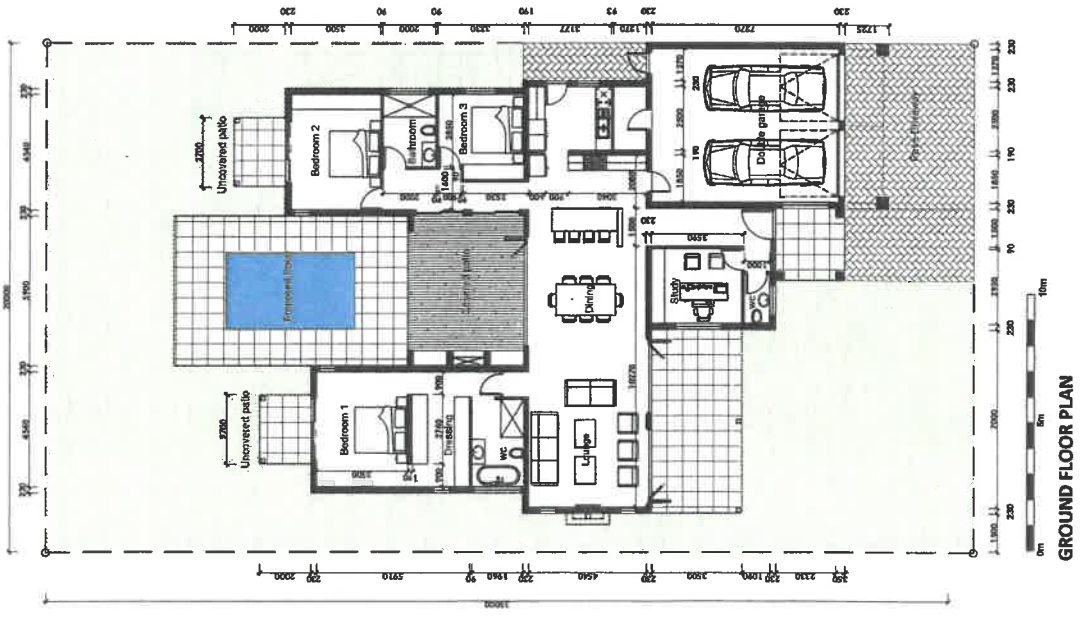
FOR COSTING

This is a preliminary drawing and may not be used for construction purposes without the written consent of the architect.



Unit type C:

COVERED AREAS:	196,00 m ²
Ground floor:	49,00 m ²
Garage:	147,00 m ²
Total:	244,00 m²
COVERED PATIOS:	27,00 m ²
Covered stoop:	6,00 m ²
Entrances:	5,00 m ²
Total:	35,00 m²



HOUSE TYPE C - SCALE 1:100 @A1

[Handwritten signature]

General Notes:

1. The drawings are to be used for information only. The client is responsible for the accuracy and reliability of the information provided.
2. The drawings are to be used for information only. The client is responsible for the accuracy and reliability of the information provided.
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10. The drawings are to be used for information only. The client is responsible for the accuracy and reliability of the information provided.

DEVONVALE
GOLF & WINE ESTATE
STELLENBOSCH · SOUTH AFRICA

WIEHAHN
properties

TRILOGY

BRICK 'n BOARD
GROUP (Pty) LTD

DEVONVALE PHASE 2

DEVONVALE PHASE 2

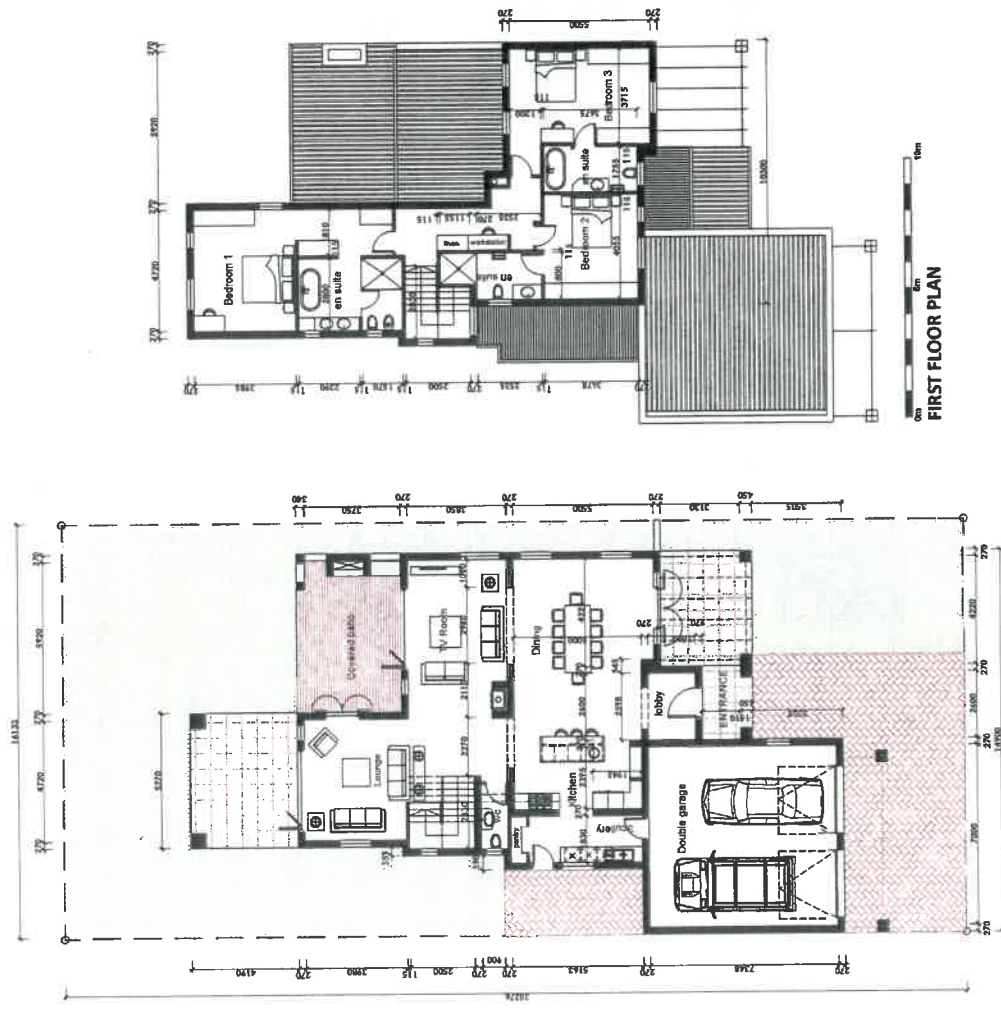
TYPICAL HOUSE TYPE D

MARKETING



Unit type D:

COVERED AREA:	148,00 m ²
Ground floor:	66,00 m ²
Garage:	125,00 m ²
First floor:	57,00 m ²
Total:	333,00 m²
COVERED PATIOS:	26,00 m ²
Covered steep:	5,50 m ²
Uncovered:	30,55 m ²
Total:	62,05 m²
OPTIONAL BASEMENT/CELLAR:	91,65m²



HOUSE TYPE D - SCALE 1:100 @A1

Handwritten signature

General Note:

1. All dimensions are to be taken from the center line of the wall unless otherwise indicated.
2. All dimensions are to be taken from the center line of the wall unless otherwise indicated.
3. All dimensions are to be taken from the center line of the wall unless otherwise indicated.
4. All dimensions are to be taken from the center line of the wall unless otherwise indicated.
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9. All dimensions are to be taken from the center line of the wall unless otherwise indicated.
10. All dimensions are to be taken from the center line of the wall unless otherwise indicated.



DEVONVALE PHASE 2

DEVONVALE PHASE 2

TYPICAL HOUSE TYPE E

PROJECT No.	73517	SCALE	1:100
DRAWING No.	VS21A-2511-00	DATE	07/07/2022
REV.	0	DRAWN	CHESSIE

MARKETING



FRONT ELEVATION



BACK ELEVATION

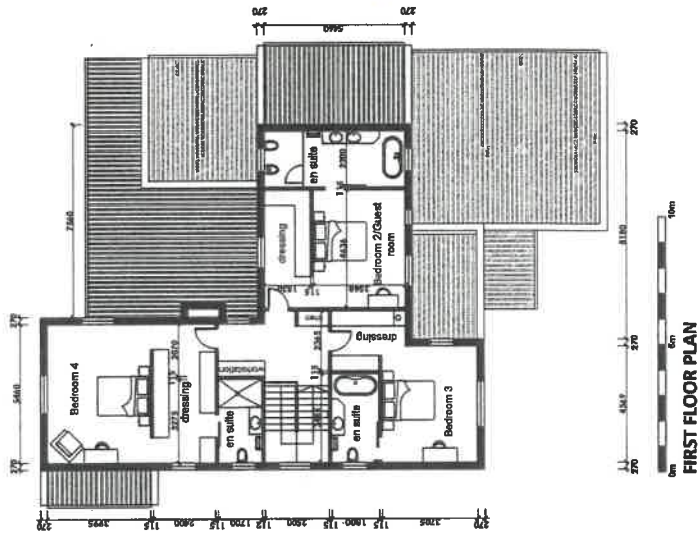
Unit type E:

COVERED AREA:	205,00 m ²
Ground Floor:	52,10 m ²
First floor:	146,00 m ²
Total:	404,10 m ²

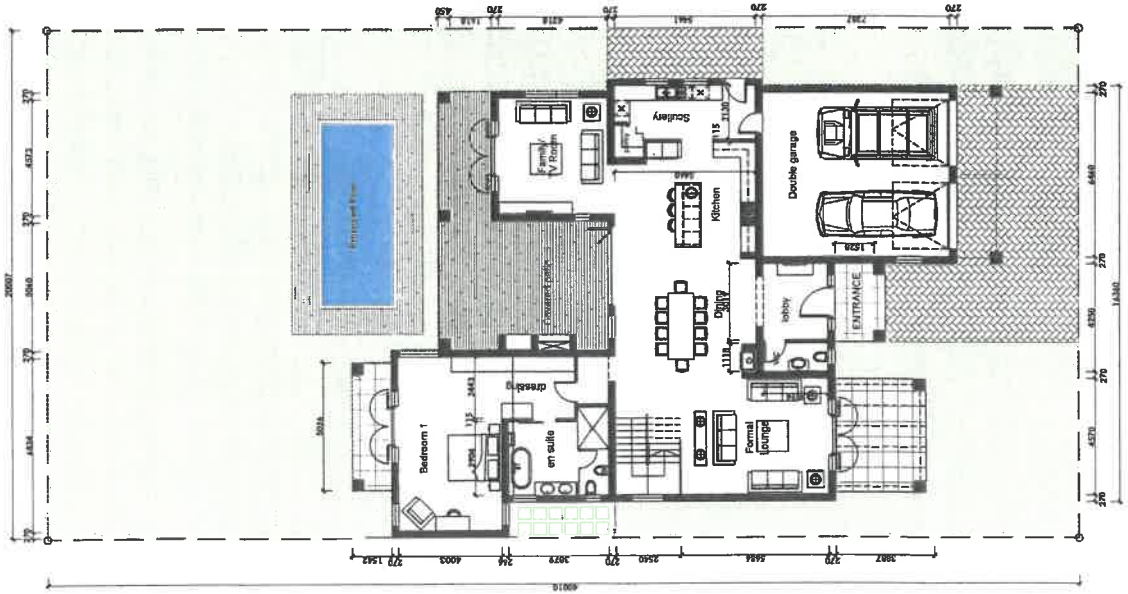
COVERED PATIOS:

Sleep:	43,70 m ²
Entrance:	6,00 m ²
Total:	49,70 m ²

nm



FIRST FLOOR PLAN



GROUND FLOOR PLAN

HOUSE TYPE E - SCALE 1:100 @A1

General Notes:

1. All dimensions are to the face of the work unless otherwise stated.
2. All dimensions are to the face of the work unless otherwise stated.
3. All dimensions are to the face of the work unless otherwise stated.
4. All dimensions are to the face of the work unless otherwise stated.
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7. All dimensions are to the face of the work unless otherwise stated.
8. All dimensions are to the face of the work unless otherwise stated.

DEVONVALE
GOLF & WINE ESTATE
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WIEHAHN
properties

TRILOGY

BRICK 'n BOARD
GROUP (PTY) LTD

DEVONVALE PHASE 2

DEVONVALE PHASE 2

TYPICAL HOUSE TYPE F

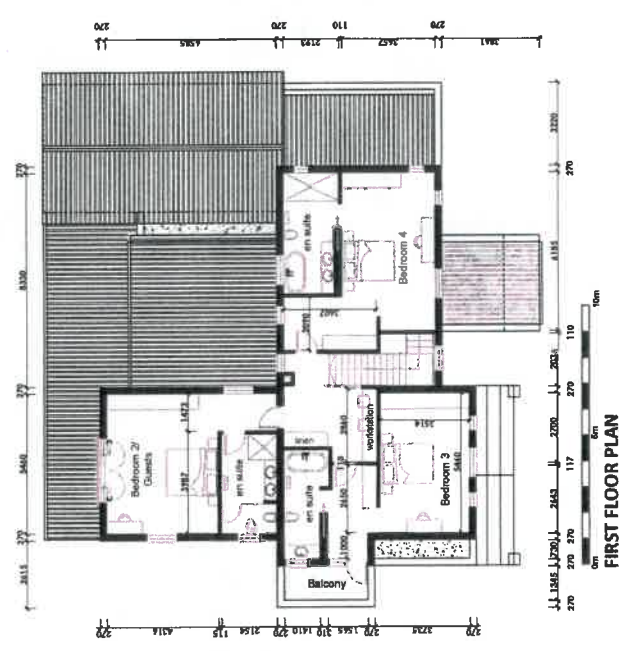
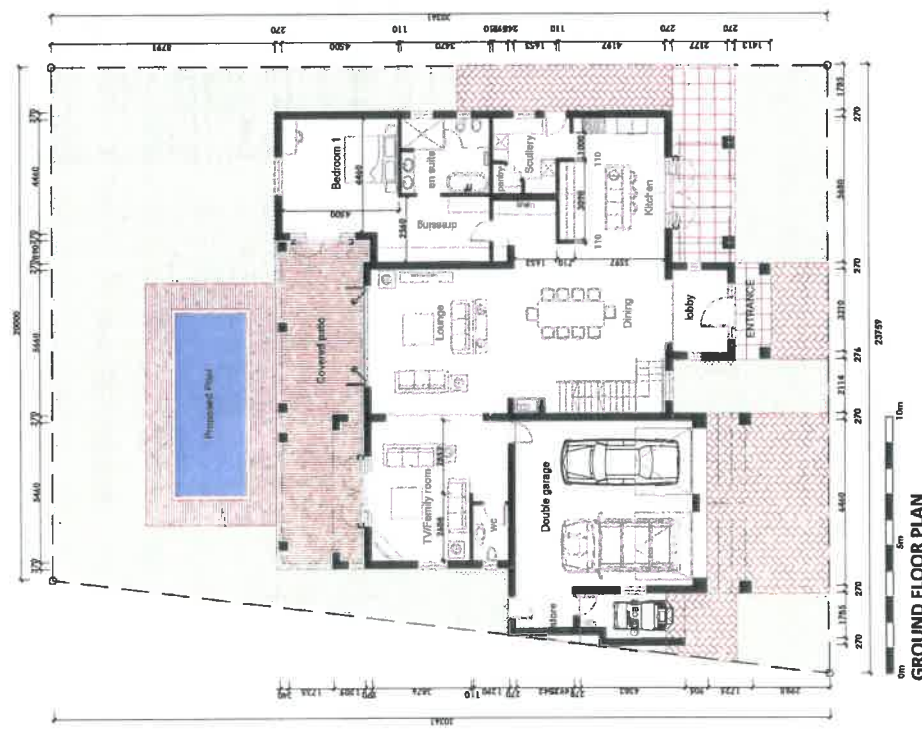
MARKETING



FRONT ELEVATION



BACK ELEVATION



Unit type F:

COVERED AREA:	
Ground floor	189,82 m ²
Garage & st.	55,04 m ²
First floor	148,09 m ²
Total:	392,95 m²
COVERED PATIOS:	
Wrap-around stoep:	34,72 m ²
Golf cart stoep:	6,13 m ²
Entrance:	5,31 m ²
Total:	46,16 m²

HOUSE TYPE F - SCALE 1:100 @A1

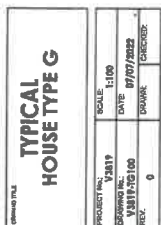
0m 5m 10m

0m 5m 10m

This is a preliminary drawing and should not be used for construction purposes without the approval of the architect. The architect is not responsible for any errors or omissions in this drawing.

General Notes:

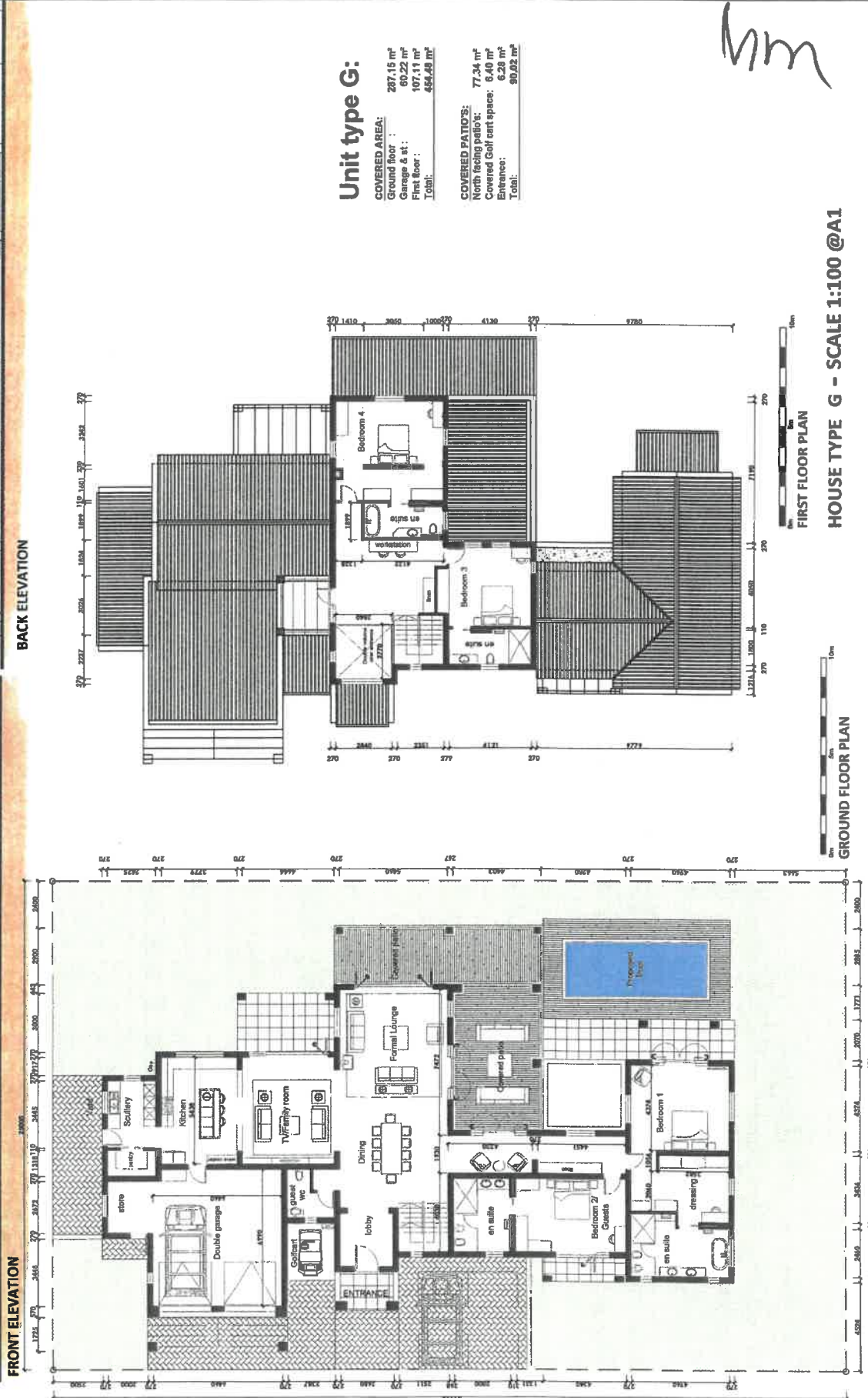
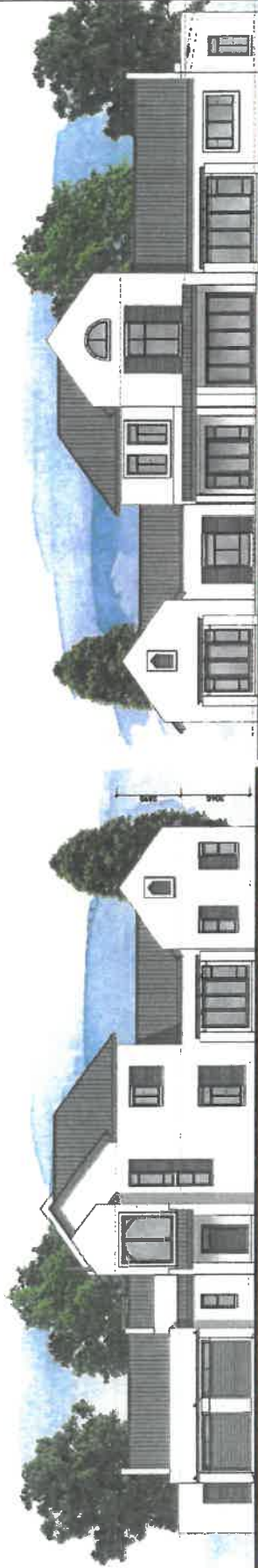
1. Contractor shall be responsible for all work and drawings to be submitted to the relevant authorities.
2. All work shall be done in accordance with the relevant building regulations and standards.
3. All work shall be done in accordance with the relevant building regulations and standards.
4. All work shall be done in accordance with the relevant building regulations and standards.
5. All work shall be done in accordance with the relevant building regulations and standards.
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9. All work shall be done in accordance with the relevant building regulations and standards.
10. All work shall be done in accordance with the relevant building regulations and standards.



PROJECT NO:	13817	SCALE:	1:100
FORWARD BY:	18/11/2010	DATE:	07/07/2022
REV:	0	DRAWN:	LORETTA

MARKETING

This drawing and the information contained therein is the property of Devonvale Home Developments (Pty) Ltd and shall be returned to a responsible party should this contract.



Unit type G:

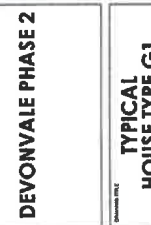
COVERED AREA:	287,15 m ²
Ground floor :	60,22 m ²
Garage & st. :	107,11 m ²
First floor :	484,48 m ²
Total:	

COVERED PATIOS:	77,34 m ²
North facing patio:	6,40 m ²
Covered Golf cart space:	6,28 m ²
Entrance:	90,02 m ²
Total:	

mm

Client's Note:

1. Client and design team have agreed to proceed with the design and construction of the project as shown on the drawings, subject to the client's approval of the final design and construction program.
2. The client acknowledges that the drawings are preliminary and subject to change without notice.
3. The client acknowledges that the drawings are preliminary and subject to change without notice.
4. The client acknowledges that the drawings are preliminary and subject to change without notice.
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9. The client acknowledges that the drawings are preliminary and subject to change without notice.
10. The client acknowledges that the drawings are preliminary and subject to change without notice.



PROJECT NO:	V3817	SCALE:	1:100
DRAWING NO:	V3817-7021100	DATE:	07/07/2023
REV:	0	DRAWN:	CH/CH/20

MARKETING

This document is the property of the client and is not to be used for any other purpose without the client's written consent.

hm



BACK ELEVATION



FRONT ELEVATION

Unit type G1:

COVERED AREA:	
Ground floor :	248.18 m ²
Garage & st.:	61.85 m ²
First floor :	112.55 m ²
Total:	422.58 m²

COVERED PATIOS:	
Courtyard patio:	35.28 m ²
Covered Golf cart space:	7.00 m ²
Family room patio:	18.50 m ²
Total:	59.08 m²



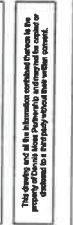
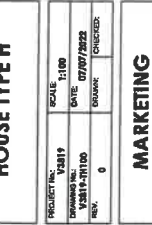
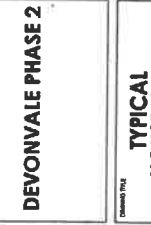
HOUSE TYPE G1 - SCALE 1:100 @A1

GROUND FLOOR PLAN

FIRST FLOOR PLAN

General Notes:

1. Consultant and Client's attention is drawn to the fact that the drawings are preliminary and subject to change without notice. No responsibility is accepted for any errors or omissions.
2. Please refer to the drawings for details of construction and materials. All dimensions are to be taken to the face of the work unless otherwise stated.
3. All work to be done in accordance with the relevant South African Building Regulations (SABR) and the relevant South African National Standards (SANS) and the relevant South African Council for Building Regulations (SABR).
4. All dimensions are in millimeters unless otherwise stated. All dimensions are to be taken to the face of the work unless otherwise stated.
5. All dimensions are to be taken to the face of the work unless otherwise stated. All dimensions are to be taken to the face of the work unless otherwise stated.
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Unit type H:

COVERED AREA:
 Ground floor : 234,48 m²
 Garage & st. : 59,55 m²
 First floor : 92,22 m²
 Total : 386,25 m²

COVERED PATIOS:
 Wrap-around stoep: 38,23 m²
 Entrance: 11,97 m²
 Covered Golf cart space: 8,44 m²
 Total: 58,64 m²

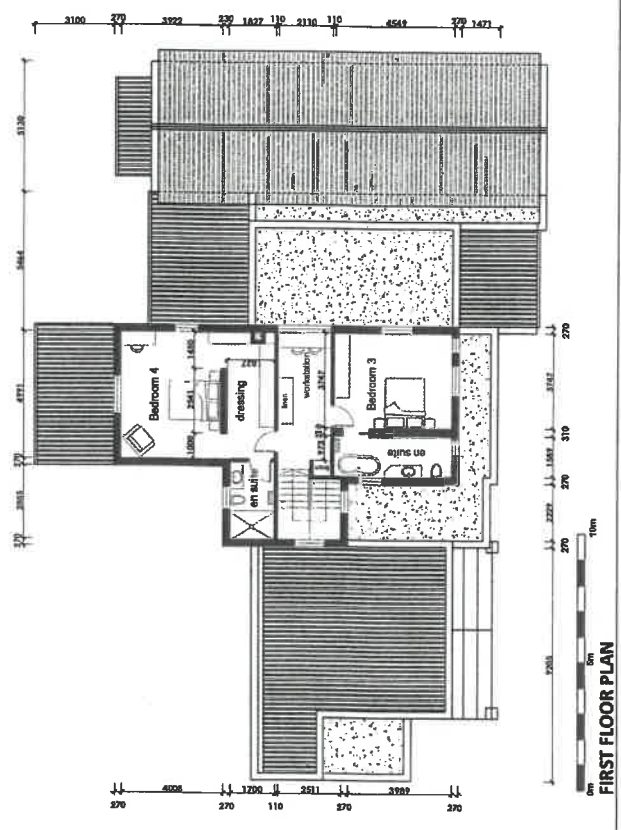


GROUND FLOOR PLAN



FRONT ELEVATION

BACK ELEVATION



FIRST FLOOR PLAN

This drawing and all the information contained therein is the property of the architect and shall remain confidential. It is not to be used for any other purpose without the written consent of the architect.



ANNEXURE C
SUSTAINABILITY CRITERIA PRINCIPLES

km



The Inside Guide To GREEN STAR SA

The Green Building Council of South Africa developed Green Star SA, based on the Green Building Council of Australia's Green Star rating system, to provide the commercial property industry with an objective measurement for green buildings and to recognise and reward environmental leadership in the business industry. Each Green Star SA rating tool reflects a different market sector or phase in the building life cycle.

THE OBJECTIVES OF THE GREEN STAR SA RATING TOOLS

- Establish a common language and standard of measurement for green buildings
- Promote integrated, whole-building design
- Raise awareness of green building benefits
- Reduce the environmental impact of development
- Recognise environmental leadership

Green Star SA covers a number of categories that assess the environmental impact that is a direct consequence of a project's site selection, design and construction.

THE CATEGORIES IN THE GREEN STAR SA RATING TOOLS

- Management
- Indoor Environment Quality (IEQ)
- Energy
- Transport
- Water
- Materials
- Land Use & Ecology
- Emissions
- Innovation

The categories are divided into credits, each of which addresses an initiative that improves or has the potential to improve environmental performance. Points are awarded in each credit for actions that demonstrate that the project has met the overall objectives of Green Star SA.

Once all claimed credits in each category are assessed, a percentage score is calculated and Green Star SA category weighting factors are then applied. The category weighting factors vary across rating tools to reflect the importance of the different environmental concerns in each tool's specific market sector or building life cycle phase.

To encourage the development and spread of innovative technologies, designs and processes that could improve buildings' environmental performance, an 'Innovation' category is included in each Green Star SA rating tool.

The following Green Star SA certified ratings are available for all projects:

★★★★★ 4 Star Green Star SA Certified Rating - Weighted Score: 45-50 Recognises Best Practice
★★★★★ 5 Star Green Star SA Certified Rating - Weighted Score: 60-74 Recognises South African Excellence
★★★★★ 6 Star Green Star SA Certified Rating - Weighted Score: 75-100 Recognises World Leadership

While all practitioners are invited to use the Green Star SA rating tools as design and benchmarking aids, a design, project or building cannot publicly claim a Green Star SA rating unless the GBCSA has certified the rating. The GBCSA will commission one or more third-party certified Assessors to validate the project's self-rating and recommend a Green Star SA Certified Rating.

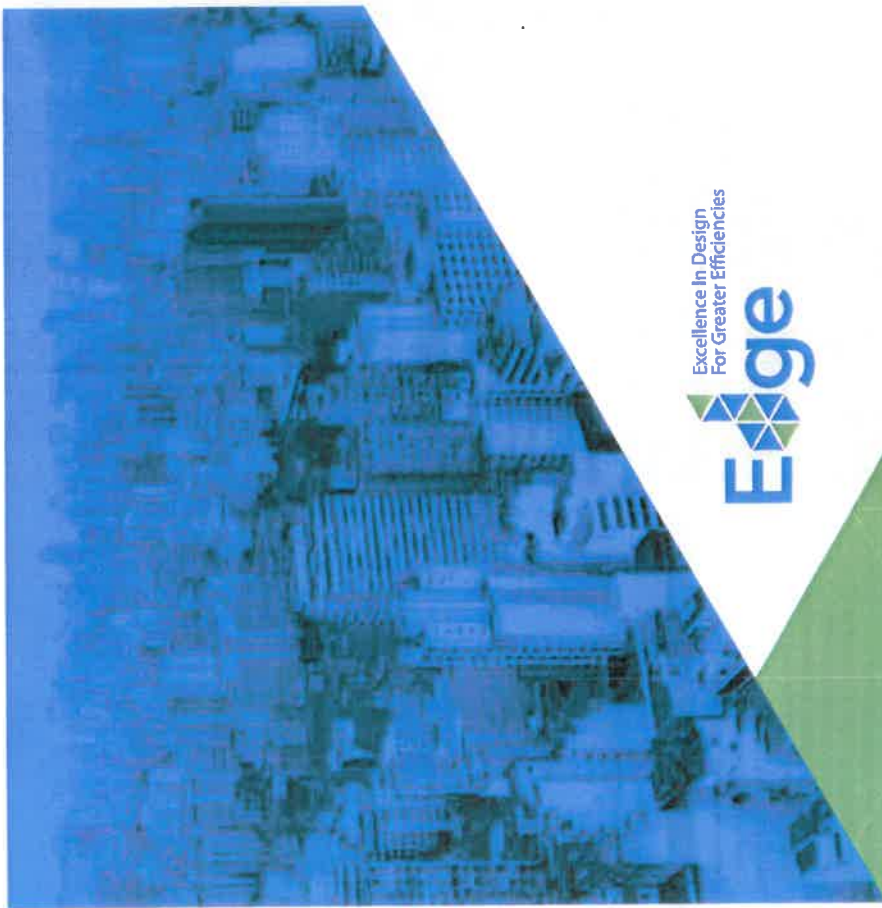
"DESIGN" VS "AS BUILT" CERTIFICATION

A "Design" certification may be submitted for and awarded at the end of the design phase of the project. The documentation is specific only to what can be demonstrated at the design stage. The intent is that the building can then be marketed as Green Star SA certified building, having demonstrated the green building strategies to be included in the building. At the end of construction, a project may submit for and be awarded an "As Built" certification, verifying the procurement and implementation of green building strategies.



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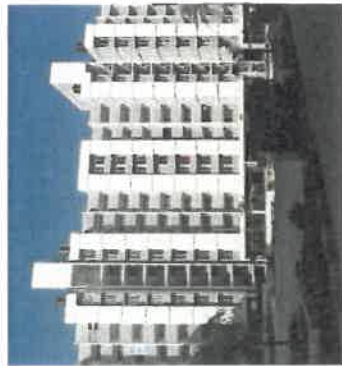
Excellence In Design
For Greater Efficiencies

The logo for 'Edge' features a stylized 'E' composed of several overlapping triangles in shades of blue and green, followed by the word 'Edge' in a bold, blue, sans-serif font.

GREEN BUILDINGS
FOR A SMARTER WORLD

Edge IS THE SOLUTION

In today's competitive world, property developers are trying their best to build sustainably. Resource-efficient buildings clearly have impact, from the corporate bottom line to a homeowner's pocket. **But how does a developer confidently capture this value while gaining brand recognition?**



An EDGE-certified residential building in Bangalore by VBHC

The solution is EDGE, a green building certification system for emerging markets created by IFC, a member of the World Bank Group. **EDGE is a measurable way for builders to optimize their designs**, leading to a more investment-worthy and marketable product. By keeping certification fast and inexpensive, EDGE keeps pace with the momentum that developers need to stay at the forefront of the green building trend.



The EDGE software shows within minutes how committing to a few practical energy and water-saving options improves building performance at little or no cost. The numbers are brought to the forefront **to reveal the most economically viable path to building green.**

EDGE focuses the certification process on technical aspects that yield meaningful results. This makes it easier for developers to build a portfolio of innovation that attracts new customers and boosts brand equity.

"EDGE paints sustainability in numbers, forecasting the possibilities of what we can achieve for our customers and the environment."

— Julio Botelho Mattos
Director, Canopus



The Edge, certified by Canopus, Bangalore
Belo Horizonte, Brazil

hm

Edge

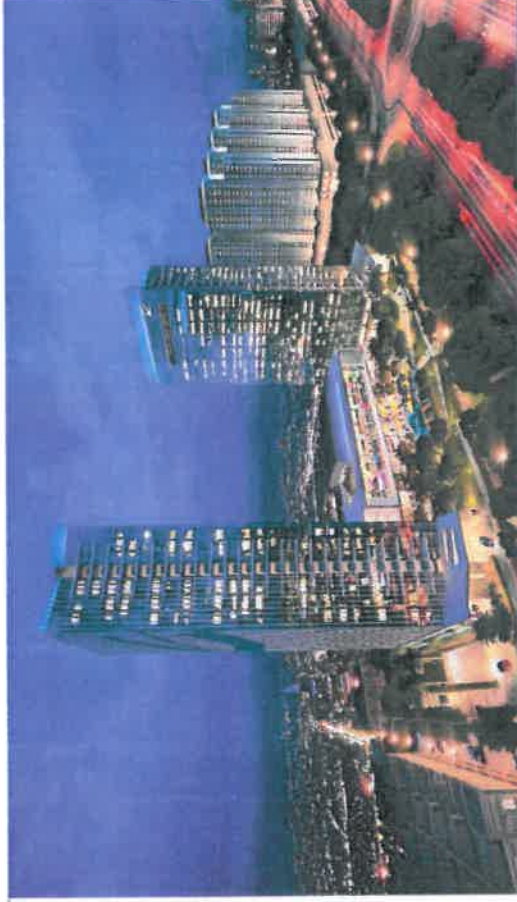
DRIVES RESULTS

EDGE proves that **the next generation of buildings** can be more profitable while making a lighter carbon footprint. To qualify for certification, a new building must achieve a 20% reduction in energy, water, and embodied energy in materials compared to a conventional building. EDGE works for a variety of residential and commercial buildings in nearly 100 countries, including homes and apartments, hotels and resorts, office buildings, health care facilities, and retail establishments.

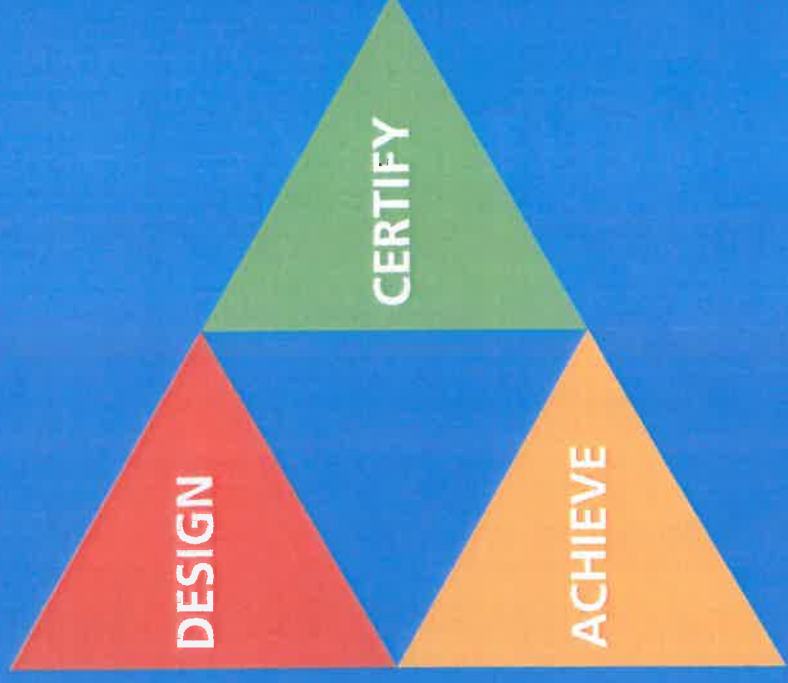


The EDGE-certified FPT Complex in Danang, Vietnam.

Building design teams **can now adopt a quantitative approach**, as the EDGE software shares localized costs and climate data for site-specific results. The interface enables easy modeling of future performance **without sacrificing design integrity**. EDGE is useful for all stages of a project's life cycle – from the pivotal moment when design is born, straight through to on-site decision-making.



The EDGE-certified City Towers development in Dubai, by JTC Group



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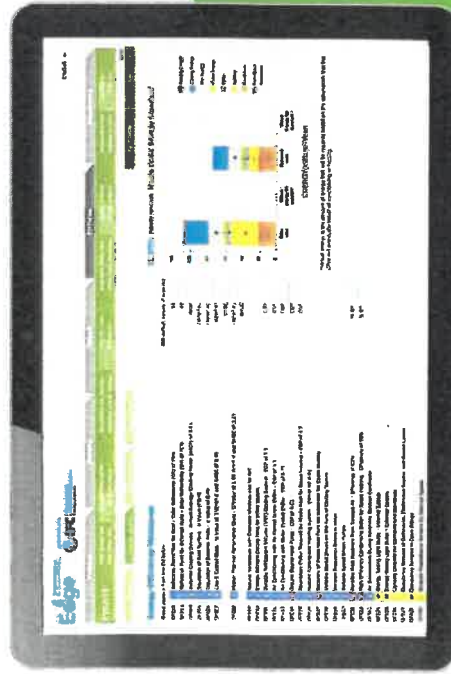
Edge

EMPOWERS DECISION-MAKING

Never before have building design teams been able to quickly and easily choose systems and solutions while immediately viewing the financial and environmental impacts. The EDGE complimentary software is available at edgebuildings.com.

"EDGE leverages the power of gaming...it only took me 30 minutes to design my first project."

- DevelopingSmartCities.org



edgebuildings.com



SMART

Beneath an intuitive interface is a powerful engine that understands local climatic conditions and how the building will be used by occupants.



FAST

Discover the ideal bundle of measures for the best investment return within minutes.



AFFORDABLE

The EDGE software is free to everyone with certification available at a modest cost.



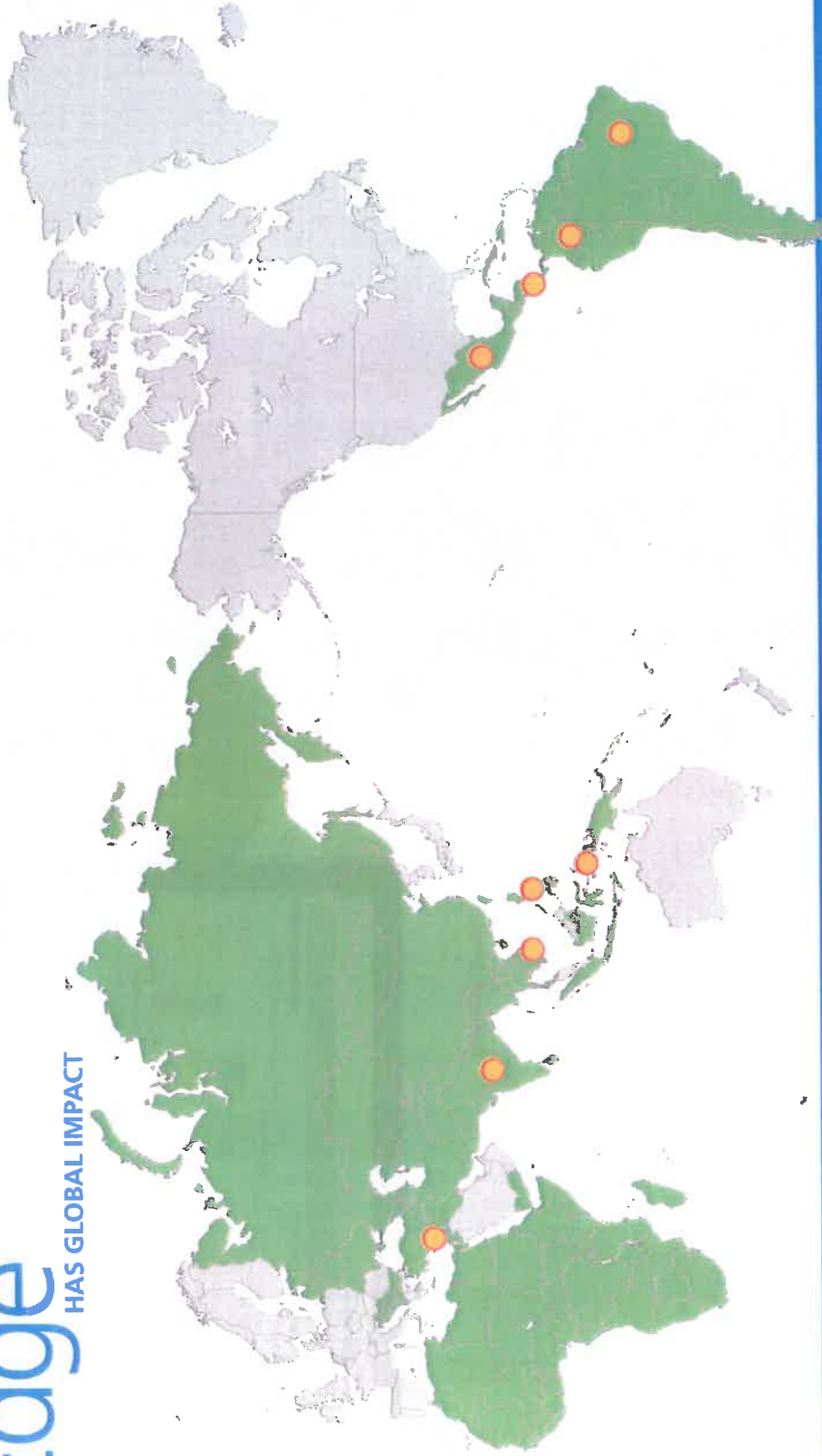
INCLUSIVE

With EDGE, green buildings are suddenly available to all.

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Edge

HAS GLOBAL IMPACT



A selection of companies that have integrated EDGE certification into their business models:



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Edge FOR HOMES

Smart homebuyers understand the tangible benefits that owning a green home brings. Through such sensible solutions as low-energy lighting, thermal glass, and water-conserving fixtures, **developers can meet the expectations of consumers** who want to save money while living in comfortable spaces with good ventilation and abundant daylight.






EDGE-certified homes attract prospective buyers **who understand the long-term value of their investment** in a green residence, with its lower utility bills and higher re-sale price. Homeowners also believe in the sense of fulfillment that comes with making a responsible choice. Developers can capitalize on these advantages and aspirations to win new customers and promote their brand.

Why Homebuyers Prefer a Green Home

- ▶ Cuts utility, maintenance, and repair costs.
- ▶ Commands a higher re-sale price.
- ▶ Creates a more comfortable lifestyle.
- ▶ Inspires pride of ownership.
- ▶ Protects the planet.



RESIDENTIAL CASE STUDY Homes in the Philippines

SOLUTIONS	SAVINGS
Energy  <ul style="list-style-type: none"> ▶ Reduced Window to Wall Ratio ▶ LED Lighting ▶ Solar Photovoltaics 	42%
Water  <ul style="list-style-type: none"> ▶ Low-Flow Showerheads ▶ Low-Flow Faucets for Kitchen Sinks ▶ Low-Flow Faucets for Washbasins 	20%
Materials  <ul style="list-style-type: none"> ▶ Corrugated Zinc Sheets for Roof ▶ In-Situ Reinforced Wall for External Walls ▶ Ferrocement Wall Panel for Internal Walls 	26%
RESULTS	
Savings <ul style="list-style-type: none"> Utility Bills (\$/month/home) 11 Energy (kWh/month/home) 135 Water (kL/month/home) 2.4 Embodied Energy (MJ/home) 1,320 	
Environmental Benefits <ul style="list-style-type: none"> GHG Reductions (tCO₂/year/home) 0.4 	

“Soon everyone will live in a solar-powered home, as they make perfect business sense for builders and buyers. EDGE will make this happen.”

— Emma Imperial
Chairman, Imperial Homes

Edge FOR COMMERCIAL BUILDINGS

There are many reasons to opt for a resource-efficient commercial building. **Tenants and guests will appreciate the value proposition** of reduced operational costs. Lower break-even occupancy rates will protect against market variability. And investors will respond well to a strong balance sheet.



Located in Changping, the Passive House "Bruck" by Landsea has ambitions to become EDGE-certified.

The EDGE software provides an opportunity to explore technical options while viewing capital expenses and utility savings. Extra capex of just two percent has been known to produce savings greater than 10 times the initial cost of building green. In addition, **the building itself will command greater market value** due to its ability to deliver on the operational front.

Top Reasons to Own an EDGE-Certified Building

- ▶ Sends a positive signal to investors.
- ▶ Drives profitability that leads to expansion.
- ▶ Increases property valuation.
- ▶ Ensures cost control and consistency across properties.
- ▶ Complements efficiencies in construction and labor.
- ▶ Contributes to a brand of corporate sustainability.



Hotels City Express joins the EDGE-certified list for the first time

COMMERCIAL CASE STUDY Hotel Property in Mexico

SOLUTIONS

Energy



- ▶ Reduced Window to Wall Ratio
- ▶ External Shading
- ▶ Air Conditioning with Water-Cooled Chiller
- ▶ Low-E Coated Glass
- ▶ Energy-efficient Lighting System
- ▶ Insulation of Roof and Wall

SAVINGS

51%

Water



- ▶ Low-Flow Showerheads
- ▶ Dual Flush Water Closets
- ▶ Water-efficient Urinals

32%

Materials



- ▶ Concrete Filler Slab for Floors and Roof
- ▶ Medium-weight Hollow Concrete Blocks
- ▶ Finished Concrete Flooring
- ▶ uPVC Window Frames

44%

RESULTS

Extra Costs & Payback Time

Green Solutions (\$)
Payback (Yrs.)

56,000
0.6

Savings

Utility Bills (\$/month)
Energy (kWh/month)
Water (lt./room/night)
Embodied Energy (MJ/m²)

7,634
90,028
121
744

Environmental Benefits

GHG Savings (tCO₂/year)

497

"We have a strong ethos of corporate responsibility. EDGE channels that passion into reality in a way that our investors understand."

– Abelardo Loscos
Director of Corporate
Finance and Investor
Relations
Hoteles City Express

EDGE Certification

HOW IT WORKS

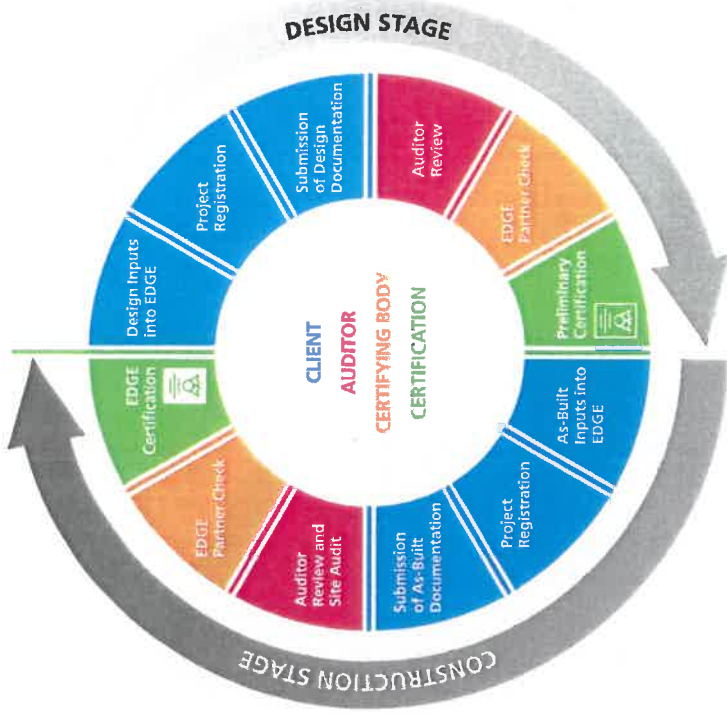
Certification is initiated at the early design stage, when details of the project are entered into the EDGE software and green options are selected. The project must reach the EDGE standard of a 20% improvement in energy, water, and materials as measured against local construction practice. When achieved, the project is registered for certification.



SAMHI's corporate leadership at an EDGE certification ceremony.

During the certification process, documentation is submitted by the client and reviewed by EDGE-trained auditors at the design and construction stages, with a site audit performed. Projects that meet the EDGE standard receive a certificate confirming predicted performance.

EDGE CERTIFICATION PROCESS



IFC's global and local partners deliver EDGE certification in rapidly urbanizing markets around the world. Certification is offered at a nominal price. A list of partners is available at www.edgebuildings.com.

For the opportunity to certify a future portfolio, email edge@ifc.org.

EDGE

CERTIFICATION PARTNERS

IFC works with premier partners to scale up green building growth in emerging economies.

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EDGE

An innovation of IFC, EDGE creates intersections among developers, building owners, banks, governments, and homeowners to deepen the understanding that everyone wins financially by building green. By helping to push the market forward on the regulatory front while pulling on the voluntary side, EDGE jumpstarts the mainstreaming of green buildings to help tackle climate change.

IFC

IFC is a member of the World Bank Group that focuses on private sector development. Working with partners in more than 100 emerging markets, IFC invests, advises, and mobilizes resources from others, creating opportunity for clients in a broad range of industries. Standing between the public and private sectors, IFC brings market-based solutions to respond to the challenge of creating low-carbon economic growth.

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