

# NOTICE OF LAND DEVELOPMENT APPLICATION IN THE STELLENBOSCH MUNICIPAL AREA

APPLICATION TYPE:

**REZONING, SUBDIVISION, DEPARTURE, APPROVAL OF HOME OWNER'S ASSOCIATION AND APPROVAL OF THE NAME OF THE DEVELOPMENT (DIEMER ESTATE), STREET NAME (DIEMER CRESCENT), STREET NUMBERS AND ARCHITECTURAL GUIDELINE**

Application Address: **PORTION 27 OF THE FARM 716, KLAPMUTS**

Applicant:

**ACTIVE PLANNING SOLUTIONS**

**Cell: 079 528 9179**

**Email: pierre@activeplanning.co.za**

Owner:

**Exclusive Access Trading 459 (Pty.) Ltd.**

**Cell: 0614946847**

Application Reference: **LU/12309**

Description of land development application:

- The **Rezoning** of Portion 27 of Farm 716, Klappmuts from Agricultural Zone to Subdivisional Overlay zone to accommodate Group housing units, private open spaces, private road, a public road and substation in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-law of 2015.
- The **Subdivision** of Portion 27 of Farm 716, Klappmuts into 49 new portions in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-law of 2015.
- a **Departure** from the 95m building restriction in terms of Act 21 of 1940 along the R44 to 5m.
- Approval of the **Home Owner's Association**.
- Approval of the street name "**Diemer crescent**" and **street numbers**
- Approval of the **Architectural Guidelines**

Notice is hereby given in terms of the said Bylaw that the above-mentioned application has been submitted to the Stellenbosch Municipality for consideration. The application is available for inspection on the Planning Portal of the Stellenbosch Municipal Website for the duration of the public participation process at the following address: <https://www.stellenbosch.gov.za/planning/documents/planning-notices/land-use-applications-advertisements>. If the website or documents cannot be accessed, an electronic copy of the application can be requested from the Applicant.

Written comments, which must include the reference to the application, the name, contact details and physical address of the person to submit the comments, the reasons for the comments, and the interest of the person in the application, may be submitted in terms of Section 50 of the said Bylaw to the Applicant by electronic mail as follows: **Pierre Jordaan c/o Active Planning Solutions / cell: 079 528 9179 / email: pierre@activeplanning.co.za**

The comments must be submitted within 30 days from the date of this notice to be received on or before the closing date of **10 May 2021**

For any enquiries on the Application or the above requirements, or if you are unable to write and /or submit your comments as provided for, you may contact the Applicant for assistance at the e-mail address provided or telephonically at **079 528 9179** during normal office hours.

# KENNISGEWING VAN GRONDONTWIKKELINGSAANSOEK IN DIE STELLENBOSCH MUNISIPALE AREA

AANSOEK TIPE: **HERSONERING, ONDERVERDELING, AFWYKING, GOEDKEURING VAN HUISEIENAARSVERENIGING GRONDWET EN GOEDKEURING VAN DIE NAAM VAN DIE ONTWIKKELING (DIEMER LANDGOED), STRAATNAAM (DIEMER SINGEL), STRAATNOMMERS AND ARGITEKTONIESE RIGLYNE**

Adres van eiendom: **GEDEELTE 27 VAN DIE PLAAS 718, KLAPMUTS**

Aansoeker:

**Active Planning Solutions**

**Selnommer: 079 528 9179**

**Epos: pierre@activeplanning.co.za**

Eienaar:

**Exclusive Access Trading 459 (Pty.) Ltd.**

**Selnommer: 0614946847**

Aansoek Verwysing: **LU/12309**

Beskrywing van grondontwikkelaarsaansoek:

- Die **Hersonering** van Gedeelte 27 van die Plaas 716, Klapmuts, van Landbou Sone na Onderverdelingsgebied oorlegsone ten einde Groepsbehuising, privaat oopruimtes, privaatpad, publieke pad en 'n substasie te vestig in terme van Artikel 15(2)(a) van die Stellenbosch Munisipale Beplanningsverordening van 2015.
- Die **Onderverdeling** van Gedeelte 27 van die Plaas 716, Klapmuts in 49 nuwe gedeeltes in terme van Artikel 15(2)(d) van die Stellenbosch Munisipale Beplanningsverordening van 2015.
- **Afwyking** van die 95m boubeperkingslyn langs die R44 na 5m in terme van Wet 21 van 1940.
- Goedkeuring van die Diemer Landgoed **Huiseienaarsvereniging** se Grondwet.
- Goedkeuring van die straatnaam "**Diemer singel**" en **straatnommers**
- Goedkeuring van die **Argitektoniese riglyne**

Kennis word hiermee gegee in terme van die genoemde Verordeninge dat bovermelde aansoek by die Stellenbosch Munisipaliteit ingedien is vir oorweging. Die aansoek is beskikbaar vir insae op die Beplannings Portaal van die Stellenbosch Munisipaliteit se Webtuiste vir die tydskuur van die publieke deelname proses by die volgende adres: [\[https://www.stellenbosch.gov.za/planning/documents/planning-notices/land-use-applications-advertisements\]](https://www.stellenbosch.gov.za/planning/documents/planning-notices/land-use-applications-advertisements). Indien die webtuiste of tersaaklike dokumente nie toeganklik is nie, kan die Aansoeker versoek word om 'n elektroniese kopie beskikbaar te stel.

Skriftelike kommentaar, wat besonderhede ten opsigte van die verwysings nommer van die aansoek, die name, fisiese adres en kontak besonderhede van die persoon wat die kommentaar lewer, die redes vir die kommentaar, en die belang van die persoon wat die kommentaar lewer in die aansoek, kan ingedien word in terme van Artikel 50 van genoemde Verordeninge aan die Aansoeker by wyse van elektroniese pos as volg: **Pierre Jordaan** vir **Active Planning Solutions** / selnommer: **079 528 9179** / epos: **pierre@activeplanning.co.za**

Die kommentaar moet binne 30 dae vanaf die datum van hierdie kennisgewing gestuur word en moet ontvang word voor of op die laaste dag van die sluitings datum van **10 Mei 2021**

Indien daar enige navrae op die aansoek of bovermelde vereistes vir die lewer van kommentaar is, of indien dit nie moontlik is om geskrewe kommentaar te lewer of die kommentaar op die wyse te lewer soos voorsienning gemaak is nie, kan die Aansoeker geskakel word vir bystand by die vermelde elektroniese pos adres of telefonies by **079 528 9179** gedurende normale kantoor ure.



# Active Planning Solutions

## 1. INTRODUCTION

This firm was appointed by Mr W Wucherpfennig, representing Exclusive Access Trading 459 (Pty.) Ltd. to handle all town planning related actions required to have Portion 27 of the Farm 716, Klapmuts, rezoned and subdivided. The Power of Attorney and Company Resolution to this effect is attached as **Addendum 1** and **2** respectively.

## 2. PURPOSE

It is the purpose of this memorandum to apply for the following:

- The **Rezoning** of Portion 27 of Farm 716, Klapmuts from Agricultural Zone to Subdivisional Overlay zone to accommodate Group housing units, private open spaces, private road, a public road and substation in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-law of 2015.
- The **Subdivision** of Portion 27 of Farm 716, Klapmuts into 49 new portions in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-law of 2015.
- a **Departure** from the 95m building restriction in terms of Act 21 of 1940 along the R44 to 5m.
- Approval of the **Home Owner's Association** guidelines.
- Approval of the street name "**Diemer crescent**"

## 3. PROPERTY & TITLE DEED DETAILS

### Portion 27 of the Farm 716, Klapmuts

SIZE:	1,7131ha
OWNER:	Exclusive Access Trading 459 (Pty.) Ltd.
TITLE DEED NO:	T4409608
BORDERS:	
NORTH	Portion 5 of Farm 716 (Agricultural land)
SOUTH	Re/714 (Heaford street)
EAST	Re/751 (R44)
WEST	Erf 1349 to 1355
T-DEED RESTRICTIONS:	None (see Conveyance's certificate attached as <b>Addendum 5</b> )
DIAGRAM NO:	4300/56
ZONING:	Agricultural zone

Pierre Jordaan

Cell: 079 528 9179

Email: pierre@activeplanning.co.za



STELLENBOSCH  
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PO BOX 17, STELLENBOSCH, 7599

## PLANNING & ECONOMIC DEVELOPMENT: PLANNING

<b>DATE:</b>	2021-01-19	<b>DOCUMENT NO.:</b>	700655
<b>ERF/FARM NO:</b>	716/27	<b>CREATED BY:</b>	Nicole Katts
<b>LOCALITY:</b>	Adam Tas Street , KLAPMUTS	<b>APPLICATION NO.:</b>	LU/12309
<b>OWNER'S NAME:</b>	Exclusive Access Trading 459 (Pty) Ltd	<b>APPLICANT VAT NO.:</b>	4400244952
<b>ADDRESS:</b>	1st Floor Imperial Bank Terraces Tyger Waterfront	<b>VAT NO.:</b>	4700102181
		<b>APPLICANT:</b>	Pierre Jordaan
		<b>TEL NO.:</b>	0795289179

FEE DESCRIPTION	AMOUNT PER UNIT (R)	NUMBER OF UNITS	VOTE NUMBER	AMOUNT (R)
SUBDIVISION and CONSOLIDATION - Subdivision and Consolidation (Amendment/Cancellation of Subdivisional Plan / General Plan / Diagram), [...]	R 5,000.00	1	20180711011497	R 5,000.00
REZONING and DETERMINATION OF A ZONING - Submitted in Urban and Rural Areas, Per application per property	R 10,000.00	1	20180711011484	R 10,000.00
PERMISSION ITO CONDITION OF APPROVAL - New / Amendment of Site Development Plan	R 2,500.00	1	20180711011476	R 2,500.00
[Empty Row]				
[Empty Row]				
<div style="float: right; border: 2px solid black; padding: 10px;"> <p>STELLENBOSCH MUNICIPALITY PLANNING AND DEVELOPMENT SERVICES</p> <p>02 FEB 2020</p> <h1>RECEIVED</h1> </div> <div style="clear: both;"></div> <div style="margin-top: 20px;"> </div>				
<b>TOTAL AMOUNT PAYABLE</b>				R 17,500.00
VAT included @ 15%				R 2,282.61

**All Tariffs include 15% VAT**  
**FROM 1 JULY 2020 TO 30 JUNE 2021**

**CALCULATED BY:**

NAME: Nide Kalb  
SIGNATURE:

DATE: 19.01.21

PAYMENT MUST BE MADE AT THE APPLICABLE DISTRICT OFFICE  
CHEQUES TO BE MADE PAYABLE TO STELLENBOSCH MUNICIPALITY

Applicant to return this form to the Advice Centre for

DIRECTOR: PLANNING & ECONOMIC DEVELOPMENT

VERIFIED BY:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE:

**BANKING DETAILS FOR EFT PAYMENT:**  
ACCOUNT HOLDER: Stellenbosch Municipality  
BANK: First National Bank (FNB)  
ACCOUNT NUMBER: 62869253684  
BRANCH CODE: 210554  
REF: LU/\_\_\_\_\_ and ERF/FARM\_\_\_\_\_  
Please use both the Land Use Application number and the Erf/Farm number indicated  
on this invoice as a reference when making EFT payment.

## Nicole Katts

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**From:** Nicole Katts  
**Sent:** Wednesday, 20 January 2021 08:45  
**To:** 'Pierre Jordaan'  
**Subject:** INVOICE - FARM 716/27 KLAPMUTS  
**Attachments:** INV - FARM 716-27 KL.pdf

Dear Pierre

I trust that you are well.

Please find attached invoice for the abovementioned application. Once payment is made, forward the proof of payment to me.

Thanking you in advance.



*Kind regards / Vriendelike Groete*

**Nicole Katts**

Administrative Officer

Land Use Management

Planning & Economic Development

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T: +27 21 808 8318

43 Andringa Str, Eikestad Mall, 3<sup>rd</sup>  
Floor

[www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)



Disclaimer and confidentiality note: The legal status of this communication is governed by the terms and conditions published at the following link:  
[http://www.stellenbosch.gov.za/main\\_pages/disclaimerpage.htm](http://www.stellenbosch.gov.za/main_pages/disclaimerpage.htm)





## PLANNING & ECONOMIC DEVELOPMENT

LAND USE APPLICATION COMPLIANCE CHECKLIST ITO S38 OF THE LAND USE PLANNING BYLAW, 2015				Date of Submission of Application	11/01/2021	
Erf / Erven/ <b>Farm no</b>	716	Portion(s) if farm	27	Allotment Area	Klapmuts	
Owner / Applicant	Pierre Jordaan		Contact number	079 528 9179		
Email address	<a href="mailto:pierre@activeplanning.co.za">pierre@activeplanning.co.za</a>					
INDICATE WHICH OF THE FOLLOWING FORM PART OF THE DOCUMENTATION				ADMIN TO VERIFY <sup>1</sup>		PLANNER TO EVALUATE <sup>2</sup>
				YES	NO	
1. Completed application form that is signed				✓		✓
2. Power of Attorney / Owners' Consent if the applicant is an agent				✓		✓
3. Bondholders' consent						
4. Proof that applicant is authorized to act on behalf of an entity				✓		✓
5. Proof of ownership or rights held in land						
6. Motivation based on criteria in s65				✓		✓
7. SG diagram or General Plan				✓		✓
8. Locality plan				✓		✓
9. Site development plan or plan showing the land development				✓		✓
10. Subdivision plan				✓		✓
11. Permission for required servitude						
12. Title Deed				✓		✓
13. Conveyancer's certificate				✓		✓
14. Feedback on Pre-application scrutiny				✓		✓
15. Minutes of Pre-consultation Meeting				✓		✓
16. Consolidation plan						
17. Street name and numbering plan						

<sup>1</sup> Verification by Admin only of the documentation attached and completeness of application and not the correctness thereof.

<sup>2</sup> Technical evaluation by Planner of the documentation attached for completeness and correctness thereof.

**Outstanding information (to be completed by Planner):**

[illegible]

1. The documentation is not considered as a registered application until such time as it has been scrutinized, all outstanding information (if any) has been submitted and payment is reflected in Council's bank account, after Applicant has been requested by Admin to make payment.
2. Should it be found that the application is not complete, the Applicant will be notified of outstanding information [s41(1)(c)(ii)].
3. Once payment has been confirmed and the application has been registered, the Applicant will be notified of the complete application [s41(1)(c)(i)] and will receive instructions to advertise [s48(4)].
4. Should the outstanding information and/or payment of fees not be received, the applicant will be notified that the application will not proceed due to failure to submit required information [s41(4)].



## Nicole Katts

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**From:** Pierre Jordaan <pierre@activeplanning.co.za>  
**Sent:** Monday, 11 January 2021 13:43  
**To:** Landuse Applications  
**Subject:** [EX] Fwd: The Rezoning and Subdivision of Portion 27 of the Farm 716, Klappmuts  
**Attachments:** Diemer estate\_Motivation\_Oct\_2020.pdf; Resolution.pdf; Conveyances certificate.pdf; Heritage NID support email.pdf; Diagram.pdf; Power of attorney.pdf; Title deed.pdf

Good day,

Please see the application attached with the pre- scrutiny outcome from Mr Fooy attached.  
Please note that the issues raised by him have been addressed by the Project Engineer directly with Mr King.

Please note that I am sending this in 5 parts due to its size.

Please acknowledge receipt.

Thank you

Pierre Jordaan  
for *Active Planning Solutions*  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

----- Forwarded message -----

From: **Pierre Jordaan** <pierre@activeplanning.co.za>  
Date: Wed, 4 Nov 2020 at 12:50  
Subject: The Rezoning and Subdivision of Portion 27 of the Farm 716, Klappmuts  
To: Landuse Applications <[Landuse.Applications@stellenbosch.gov.za](mailto:Landuse.Applications@stellenbosch.gov.za)>  
Cc: Willie Wucherpfennig <[wuchersww@gmail.com](mailto:wuchersww@gmail.com)>

Good day,

The subject application refers;  
See attached the following supporting documentation in 5 emails.  
This being **Email 1**:

- Land Use motivation
- Power of attorney
- Title deed
- Diagram
- Conveyance's certificate
- Resolution
- HWC supportive email

Please confirm receipt of Email 1.

Thank you

Pierre Jordaan  
for *Active Planning Solutions*  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>





# STELLENBOSCH

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## LAND USE PLANNING APPLICATION FORM 2017

(Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015) and other relevant legislation)

**KINDLY NOTE:** Please complete this form using BLOCK letters and ticking the appropriate boxes.

### PART A: APPLICANT DETAILS

First name(s)	Pierre				
Surname	Jordaan				
Company name (if applicable)	Active Planning Solutions				
Postal Address	no 7 Edward street				
	Durbanville	Postal Code	7550		
Email	pierre@activeplanning.co.za				
Tel		Fax		Cell	079 528 9179

### PART B: REGISTERED OWNER(S) DETAILS (If different from applicant)

Registered owner(s)	Exclusive Access Trading 459 (Pty) Ltd.				
Physical address	1st Floor Imperial Bank Terraces, Tyger Waterfront				
	Bellville	Postal code	7530		
E-mail	wuchersww@gmail.com				
Tel		Fax		Cell	061 494 6847

### PART C: PROPERTY DETAILS (in accordance with title deed)

Erf / Erven / Farm No.		Portion(s) if Farm	27 of Farm 716	Allotment area	Klapmuts	
Physical Address	Portion 27 of the Farm 716 on Adam Tas street					
Current Zoning	Agriculture	Extent	17131m <sup>2</sup> / ha	Are there existing buildings?	Y	N <input checked="" type="checkbox"/>

Applicable Zoning Scheme	Stellenbosch Municipal Zoning Scheme Bylaw of 2019										
Current Land Use	Vacant										
Title Deed number and date	T		44096/08								
Attached Conveyance's Certificate	Y	X	Any Restrictions ito the Attached Conveyance's Certificate? If yes, please list condition(s) as per certificate								
Are the restrictive conditions in favour of a third party(ies)?	Y	X	If Yes, list the party(ies):								
Is the property encumbered by a bond?	Y	X	If Yes, list the bondholder(s):								
Is the property owned by Council?	Y	X	If Yes, kindly <u>attach a power of attorney</u> from the Manager Property Management								
Is the building located within the historical core?	Y	X	Is the building older than 60 years?	Y	X	Is the application triggered by the National Heritage Resources Act, 1999 (Act 25 of 1999) <sup>1</sup>	X	N	If Yes, kindly indicate which section are triggered and attached the relevant permit if applicable. <b>Sct 38</b>		
Any existing unauthorized buildings and/or land use on the subject property(ies)?	Y	X	If yes, is this application to legalize the building / land use <sup>2</sup> ?		Y	X					
Are there any pending court case(s) / order(s) relating to the subject property(ies)?	Y	X	Are there any land claim(s) registered on the subject property(ies)?		Y	X					

#### PART D: PRE-APPLICATION CONSULTATION

Has there been any pre-application consultation?	X	N	If Yes, please attach the minutes of the pre-application consultation.
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#### PART E: LAND USE PLANNING APPLICATIONS AND APPLICATION FEES PAYABLE

##### APPLICATIONS IN TERMS OF SECTION 15 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015)

Tick	Type of application: <i>Cost are obtainable from the Council Approved tariffs<sup>3</sup></i>
X	15(2)(a) Rezoning of Land
	15(2)(b) a permanent departure from the development parameters of the zoning scheme
	15(2)(c) a departure granted on a temporary basis to utilise land for a purpose not permitted in terms of the primary rights of the zoning applicable to the land;
X	15(2)(d) a subdivision of land that is not exempted in terms of section 24, including the registration of a servitude or lease agreement;
	15(2)(e) a consolidation of land that is not exempted in terms of section 24;

<sup>1</sup> All applications triggered by section 38(1)(a)-(e) in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999) may not be processed without a permit issued by the relevant department

<sup>2</sup> No application may be submitted to legalize unauthorised building work and or land use on the property if a notice have been served in terms of Section 87(2)(a), and until such time a Section 91 Compliance Certificate have been issued in terms of the Stellenbosch Land Use Planning By-law (2015)

<sup>3</sup> <http://www.stellenbosch.gov.za/documents/ldp-budget/2017-2/4873-appendix-3-tariff-book-2017-2018/file>



	15(2)(f) a removal, suspension or amendment of restrictive conditions in respect of a land unit;
	15(2)(g) a permission required in terms of the zoning scheme;
	15(2)(h) an amendment, deletion or imposition of conditions in respect of an existing approval;
	15(2)(i) an extension of the validity period of an approval
	15(2)(j) an approval of an overlay zone as contemplated in the zoning scheme;
	15(2)(k) an amendment or cancellation of an approved subdivision plan or part thereof, including a general plan or diagram ;
	15(2)(l) a permission required in terms of a condition of approval;
	15(2)(m) a determination of a zoning;
	15(2)(n) a closure of a public place or part thereof;
	15(2)(o) a consent use contemplated in the zoning scheme;
	15(2)(p) an occasional use of land;
	15(2)(q) to disestablish a home owner's association
	15(2)(r) to rectify a failure by a home owner's association to meet its obligations in respect of the control over or maintenance of services;
	15(2)(s) a permission required for the reconstruction of an existing building that constitutes a non-conforming use that is destroyed or damaged to the extent that it is necessary to demolish a substantial part of the building.
	15(2)(6) When the Municipality on its own initiative intends to conduct land development or an activity
	15(2)(l) Amendment of Site Development Plan
X	15(2)(l) Compilation / Establishment of a Home Owners Association Constitution / Design Guidelines

**OTHER APPLICATIONS**

	Deviation from Council Policies/By-laws;	R
	Other (specify) : _____	R
<b>TOTAL A:</b>		<b>R</b>

**PRESCRIBED NOTICE AND FEES\*\* (for completion and use by official)**

Tick	Notification of application in media	Type of application	Cost
	<b>SERVING OF NOTICES</b>	Delivering by hand; registered post; data messages	R
	<b>PUBLICATION OF NOTICES</b>	Local Newspaper(s); <i>Provincial Gazette</i> ; site notice; Municipality's website	R
	<b>ADDITIONAL PUBLICATION OF NOTICES</b>	Site notice, public meeting, local radio station, Municipality's website, letters of consent or objection	R
	<b>NOTICE OF DECISION</b>	<i>Provincial Gazette</i>	R
	<b>INTEGRATED PROCEDURES</b>	T.B.C	R
<b>TOTAL B:</b>			<b>R</b>
<b>TOTAL APPLICATION FEES* (TOTAL A + B)</b>			<b>R</b>

\* Application fees that are paid to the Municipality are non-refundable and proof of payment of the application fees must accompany an application.

\*\* The applicant is liable for the cost of publishing and serving notice of an application. Additional fees may become applicable and the applicant will be informed accordingly.

**BANKING DETAILS**

Name: Stellenbosch Municipality  
 Bank: NEDBANK  
 Branch no.: 198765  
 Account no.: 1152271679  
 SWIFT: NEDSZAJJ  
 Payment reference:  
 (Erf/Farm number) .....

DETAILS FOR INVOICE		
Name & Surname/Company name (details of party responsible for payment)	Exclusive Access Trading 459 (Pty) Ltd.	
Postal Address	1st Floor Imperial Bank Terraces, Tyger Waterfront	
Vat Number (where applicable)	4400244952	

PART F: DETAILS OF PROPOSAL							
Building line encroachment	Street		From	m	To	m	
	Street		From	m	To	m	
	Side		From	m	To	m	
	Side		From	m	To	m	
	Aggregate side		From	m	To	m	
	Rear		From	m	To	m	
Exceeding permissible site coverage		From	%	To	%		
Exceeding maximum permitted bulk / floor factor / no of habitable rooms		From		To			
Exceeding height restriction		From	m	To	m		
Exceeding maximum storey height		From	m	To	m		
Consent/Conditional Use/Special Development  To permit..... in terms of Section.....of the.....Zoning Scheme Regulations							
Other (please specify)	<u>Departure from the 95m building restriction along the R44</u> <u>to 5m in terms of Act 21 of 1940</u>   						

The Rezoning of Portion 27 of the Farm 716 to subdivisional overlay zone to establish the subdivision for the purpose of creating 44 group housing units, 2 private open spaces, 1 private road, a public access road and a substation.



# **PART G: ATTACHMENTS AND SUPPORTING INFORMATION AND DOCUMENTATION FOR LAND USE PLANNING APPLICATION**

Complete the following checklist and attach all the information and documentation relevant to the proposal. Failure to submit all information and documentation required will result in the application being deemed incomplete.

Information and documentation required

X	N	Power of attorney / Owner's consent if applicant is not owner		Y	N	Bondholder's consent (if applicable)	
X	N	Resolution or other proof that applicant is authorised to act on behalf of a juristic person		Y	N	Proof of any other relevant right held in the land concerned	
X	N	Written motivation pertaining to the need and desirability of the proposal		X	N	S.G. diagram / General plan extract (A4 or A3 only)	
X	N	Locality plan (A4 or A3 only) to scale		X	N	Site development plan or conceptual layout plan (A4 or A3 only) to scale	
X	N	Proposed subdivision plan (A4 or A3 only) to scale		Y	N	Proof of agreement or permission for required servitude	
Y	N	Proof of payment of application fees		X	N	Proof of registered ownership ( <b>Full copy of the title deed</b> )	
X	N	Conveyancer's certificate		X	N	Minutes of pre-application consultation meeting (if applicable)	
Y	N	N/A	Consolidation plan (A4 or A3 only) to scale	X	N	N/A	Land use plan / Zoning plan (A4 or A3 only) to scale
Y	N	N/A	Street name and numbering plan (A4 or A3 only) to scale				
Y	N	N/A	Landscaping / Tree plan (A4 or A3 only) to scale	Y	N	N/A	1 : 50 / 1:100 Flood line determination (plan / report) (A4 or A3 only) to scale
Y	N	N/A	Abutting owner's consent	Y	N	N/A	Home Owners' Association consent
X	N	N/A	Copy of Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) / Traffic Impact Assessment (TIA) / Traffic Impact Statement (TIS) / Major Hazard Impact Assessment (MHIA) / Environmental Authorisation (EA) / Record of Decision (ROD)	X	N	N/A	Services Report or indication of all municipal services / registered servitudes
Y	N	N/A	Copy of original approval and conditions of approval	Y	N	N/A	Proof of failure of Home owner's association
Y	N	N/A	Proof of lawful use right	X	N	N/A	Any additional documents or information required as listed in the pre-application consultation form / minutes
Y	N	N/A	Required number of documentation copies	X	N	N/A	Other (specify) HOA

**PART H: AUTHORISATION(S) SUBJECT TO OR BEING CONSIDERED IN TERMS OF OTHER LEGISLATION**

X	N	If required, has application for EIA / HIA / TIA / TIS / MHIA approval been made? If yes, attach documents / plans / proof of submission etc.  <b>TIA attached</b>	Specific Environmental Management Act(s) (SEMA) (e.g. Environmental Conservation Act, 1989 (Act 73 of 1989))		
			Y	N/A	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)
			Y	N/A	National Environmental Management: Waste Act, 2008 (Act 59 of 2008)
			Y	N/A	National Water Act, 1998 (Act 36 of 1998)
			Y	N/A	Other (specify)
X	N/A	Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970) <b>Exemption</b>			
X	N/A	Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)(SPLUMA)			
Y	N/A	Occupational Health and Safety Act, 1993 (Act 85 of 1993): Major Hazard Installations Regulations			
X	N/A	Land Use Planning Act, 2014 (Act 3 of 2014) (LUPA)			
Y	N	Do you want to follow an integrated application procedure in terms of section 44(1) of the Stellenbosch Municipality Land Use Planning By-Law? If yes, please attach motivation.			

**SECTION I: DECLARATION**

I hereby wish to confirm the following :

1. That the information contained in this application form and accompanying documentation is complete and correct.
2. I'm aware that it is an offense in terms of section 86(1)(e) to supply particulars, information or answers knowing the particulars, information or answers to be false, incorrect or misleading or not believing them to be correct.
3. I am properly authorized to make this application on behalf of the owner and that a copy of the relevant power of attorney or consent is attached hereto.
4. Where an agent is appointed to submit this application on the owner's behalf, it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to the agent and that the owner will regularly consult with the agent in this regard.
5. I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/suspension or amendment forms part of this submission.
6. I confirm that I have made known all information relating to possible Land / Restitution Claims against the application property.
7. It is the owner's responsibility to ensure that approval is not sought for a building or land use which will be in conflict with any applicable law.
8. The Municipality assesses an application on the information submitted and declarations made by the owner or on his behalf on the basis that it accepts the information so submitted and declarations so made to be correct, true and accurate.
9. Approval granted by the Municipality on information or declarations that are incorrect, false or misleading may be liable to be declared invalid and set aside which may render any building or development pursuant thereto illegal.
10. The Municipality will not be liable to the owner for any economic loss suffered in consequence of approval granted on incorrect, false or misleading information or declarations being set aside.
11. Information and declarations include any information submitted or declarations made on behalf of the owner by a Competent Person/professional person including such information submitted or



declarations made as to his or her qualification as a Competent person and/or registration as a professional.

12. A person who provides any information or certificate required in terms of Regulation A19 of the National Building Regulations and Building Standards Act No 103 of 1977 which he or she knows to be incomplete or false shall be guilty of an offence and shall be prosecuted accordingly.
13. A person who supplies particulars, information or answers in a land use application in terms of the Stellenbosch Municipality Land Use Planning By-law knowing it to be incorrect, false or misleading or not believing them to be correct shall be guilty of an offence and shall be prosecuted accordingly.
14. The Municipality will refer a complaint to the professional council or similar body with whom a Competent Person/professional person is registered in the event that it has reason to believe that information submitted or declaration/s made by such Competent Person/professional person is incorrect, false or misleading.

Applicant's signature: \_\_\_\_\_

*PJordaan*

Date: \_\_\_\_\_

21/10/2020

Full name: \_\_\_\_\_

Pierre Jordaan

Professional capacity: \_\_\_\_\_

Town & Regional Planner

#### FOR OFFICE USE ONLY

Date received: \_\_\_\_\_

Received By: \_\_\_\_\_

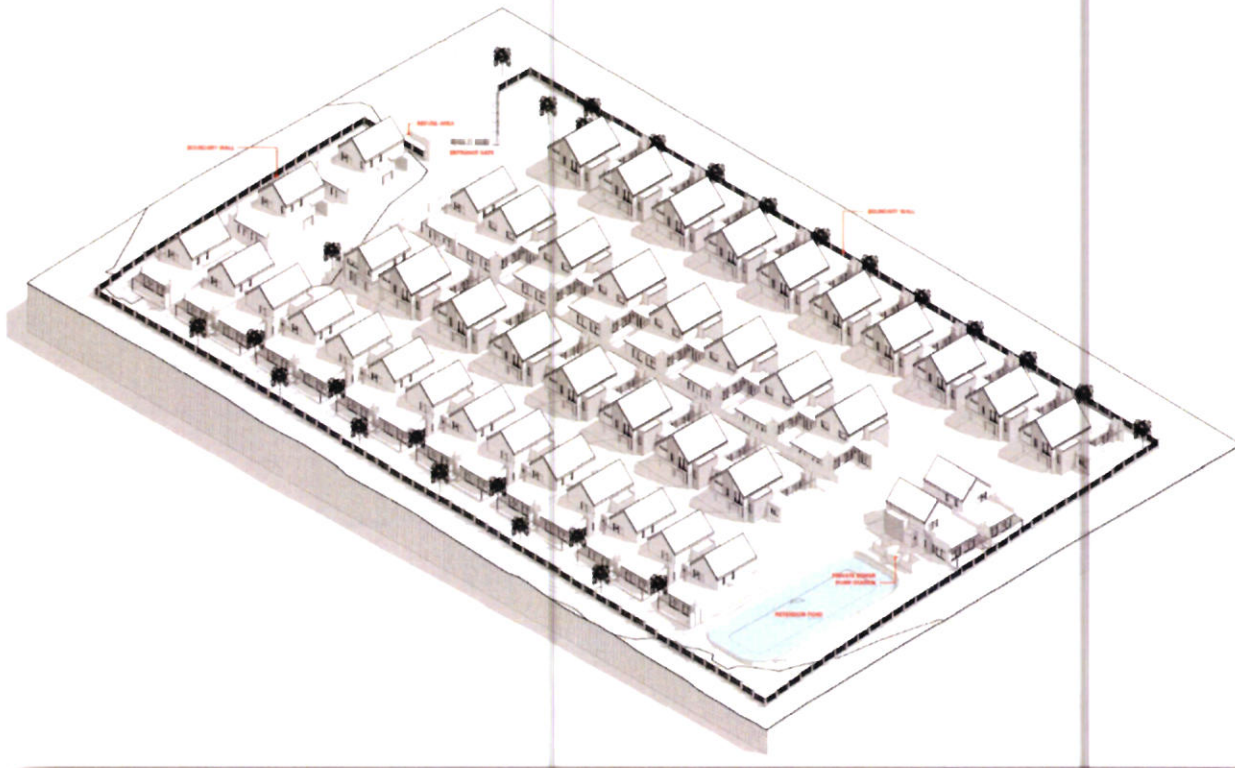




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**MOTIVATIONAL MEMORANDUM**

***DIEMER ESTATE***

***Application for the Rezoning & Subdivision of Portion 27  
of the Farm 716, Klapmuts***



**Date:** October 2020

**Ref:** Klap/27\_716/APSv1

Cell: 079 528 9179

Pierre Jordaan

Email: pierre@activeplanning.co.za

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## **ADDENDA**

1. POWER OF ATTORNEY
2. COMPANY RESOLUTION
3. TITLE DEEDS
4. GENERAL PLAN / DIAGRAM
5. CONVEYANCER'S CERTIFICATE
6. BOTANICAL SURVEY
7. HERITAGE SUPPORT CONFIRMATION
8. PRE- CONSULTATION OUTCOME
9. CIVIL SERVICES REPORTS / GLS & ELECTRICAL
10. TRAFFIC IMPACT STATEMENT
11. HOME OWNER'S ASSOCIATION CONSTITUTION
12. APPLICATION FORM

## **PLANS**

1. LOCALITY
2. TOPOGRAPHICAL SURVEY
3. PLAN OF SUBDIVISION
4. SITE DEVELOPMENT PLAN

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## 1. INTRODUCTION

This firm was appointed by Mr W Wucherpfennig, representing Exclusive Access Trading 459 (Pty.) Ltd. to handle all town planning related actions required to have Portion 27 of the Farm 716, Klapmuts, rezoned and subdivided. The Power of Attorney and Company Resolution to this effect is attached as **Addendum 1** and **2** respectively.

## 2. PURPOSE

It is the purpose of this memorandum to apply for the following:

- The **Rezoning** of Portion 27 of Farm 716, Klapmuts from Agricultural Zone to Subdivisional Overlay zone to accommodate Group housing units, private open spaces, private road, a public road and substation in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-law of 2019.
- The **Subdivision** of Portion 27 of Farm 716, Klapmuts into 49 new portions in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-law of 2019.
- a **Departure** from the 95m building restriction in terms of Act 21 of 1940 along the R44 to 5m.
- Approval of the **Home Owner's Association**.
- Approval of the street name "**Diemer crescent**"

## 3. PROPERTY & TITLE DEED DETAILS

### Portion 27 of the Farm 716, Klapmuts

SIZE: Portion 27	1,7131ha
OWNER:	Exclusive Access Trading 459 (Pty.) Ltd.
TITLE DEED NO:	T4409608
BORDERS: NORTH	Portion 5 of Farm 716 (Agricultural land)
SOUTH	Re/714 (Heaford street)
EAST	Re/751 (R44)
WEST	Erf 1349 to 1355
T-DEED RESTRICTIONS:	None (see Conveyance's certificate)



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	attached as <b>Addendum 5)</b>
DIAGRAM NO:	4300/56
ZONING:	Agricultural zone

Title deed and Diagram attached as **Addendum 3** and **4** respectively.

#### 4. LOCATION

Portion 27 of the Farm 716 here in after called the **property** is situated north of the R101 and east of the R44 in the town of Klapmuts in the Stellenbosch Municipal area demarcation (See **Figure 1** below). The locality plan is attached as **Plan 1**



**Figure 1:** Local context

## 5. PHYSICAL FEATURES

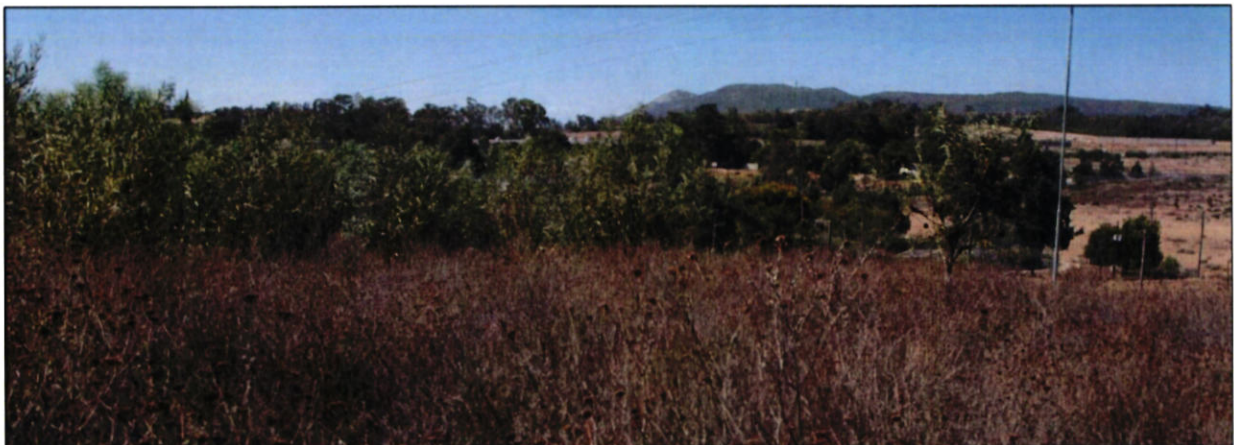
It is evident from the topographical survey attached as **Plan 2** that the property is relatively flat with a slight fall from the south to the north at a slope of  $\pm 1:36$ . The Botanical survey attached as **Addendum 6** has the following to say about the vegetation;

*The vegetation of Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) is in poor condition and cannot be described as Swartland Granite Renosterveld any longer due to historical transformation over an apparent long period. The vegetation was*



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sampled at ten waypoints to attempt to cover all variation in the vegetation on the site. The western part of the site has a grassy low stratum and has few shrubs. This is attributed to clearing and possible maintenance of this area as a firebreak for the adjoining Rozenmeer residential area. From roughly one-third of the width of the site (long-axis ; N-S) westwards, the site has a shrub and tree upper stratum (most of the trees are alien invasives) with a herbaceous understorey. In general the study area is highly disturbed and no longer supports intact Swartland Granite Renosterveld. The indigenous species that are present are remnants of renosterveld but in no way constitute a functional plant community. The presence of an abundance of species such as *Stoebe plumosa* and *Athanasia trifurcata* attests to the high level of disturbance and ultimate transformation of the site. As noted above, there may be remnant populations of geophytes but their presence would only be detected in the winter and spring to early summer. Even so, these populations are predicted to be highly degraded. If present, it is proposed that such plants should be moved to a safe haven where their future is secured. No matter what the future of Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) may be in terms of development, it is currently degrading rapidly and restoration is not a feasible option. A large area of the site is invaded by woody alien invasive trees, notably *Acacia saligna* and *Acacia mearnsii* but also a single *Pinus radiata* tree. There has been a steady but rapid invasion by these *Acacia* trees since 2011 to the present and it is predicted that if they are not actively cleared soon their increase will be exponential. However, even if the trees are cleared, the condition of the site would not improve to any great extent.



**Photo 1:** View from the middle of the property with the shrubs and *Acacia* evident



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**Photo 2:** View of the access from Heaford street with the disturbed nature of the property in terms of the dumping of building rubble evident



**Photo 3:** View of highly degraded condition of the site with rubbish being dumped illegally

### **6. SURROUNDING LAND USE**

The property is vacant. Land use in the area is largely heterogeneous due to the mixed nature thereof. The most prevalent land use are residential (Rozenmeer Estate) to the west, the old historic church building and a number of business use to the south along the R101. To the north is Portion 5 of the Farm 716 which is not actively



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farmed and to the east is the R44 (Adam Tas road) with Butterfly World and some limited agricultural use to the east there of.

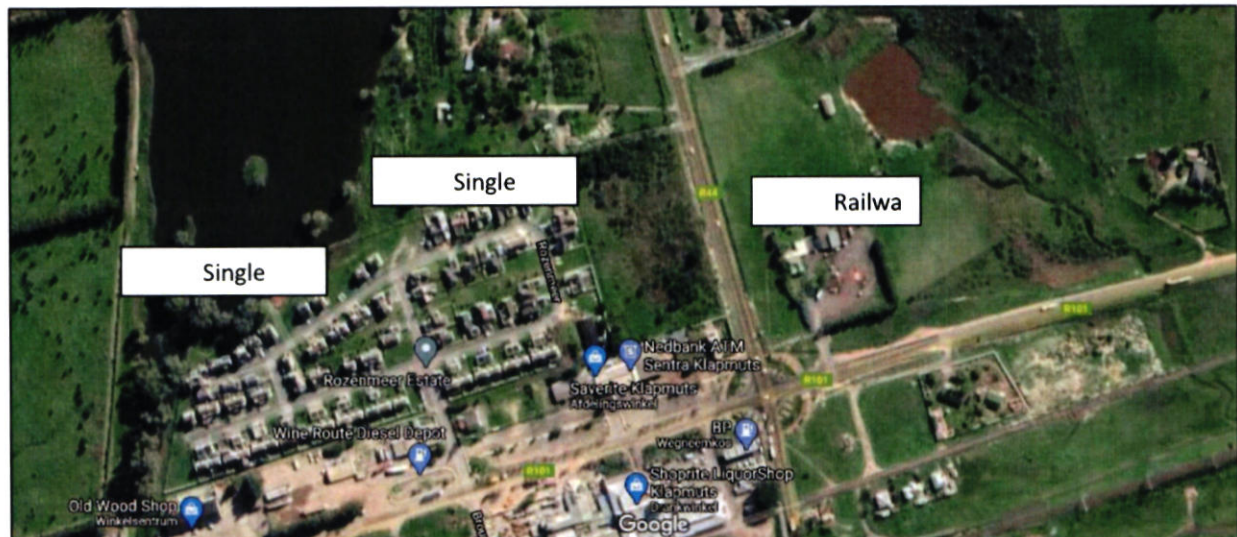


Figure 3: Surrounding land use

## 7. SURROUNDING ZONINGS

The property is currently zoned for Agricultural use but has never been used for that purpose. It is surrounded by multi-unit residential (Rozenmeer estate), community (church) and business (Saverite) zonings.

## 8. APPLICATION DETAILS

The purpose of this application is:

- The **Rezoning** of Portion 27 of Farm 716, Klappmuts from Agricultural Zone to **Subdivisional Overlay zone** to accommodate Group housing units, private open spaces, private road, a public road and substation in terms of Section 15(2)(a) of the Stellenbosch Municipal Land Use Planning By-law of 2019.
- The **Subdivision** of Portion 27 of Farm 716, Klappmuts into 49 new portions in terms of Section 15(2)(d) of the Stellenbosch Municipal Land Use Planning By-law of 2019.
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## 9. LEGISLATIVE REQUIREMENTS

The only additional legal criteria to be considered as required in terms of the relevant legislation supporting this application in terms of the Stellenbosch Municipal Planning By-law of 2019 is the following:

- Heritage Impact in terms of the National heritage Resources Act 25 of 1999

### Section 38 trigger

S38(1)(c) Any development or activity that will change the character of a site -

- |  |
|--|
| <input checked="" type="checkbox"/> (i) exceeding 5 000m <sup>2</sup> in extent; |
|--|

Although the above activity is triggered the following is presented as mitigation;

- There are no buildings older than 60 years
- The proposed properties are located outside the Klapmuts "old town" with its linked Heritage importance.

The required Notice of Intent was also submitted to Heritage Western Cape and a supportive Record of Decision received attached as **Addendum 7**.

- National Environmental Management Act (NEMA) 107 of 1998 (Amended 2014):

### Listing Notice 1

No impact in terms of NEMA is foreseen due to the following;

- The property is located within the urban development area (adopted urban edge)
- The property is less than 1ha in size.
- The development is within the urban edge and less than 5ha in size.

27.	The clearance of an area of 1 hectares or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for—
	(i) the undertaking of a linear activity; or (ii) maintenance purposes undertaken in accordance with a maintenance management plan.



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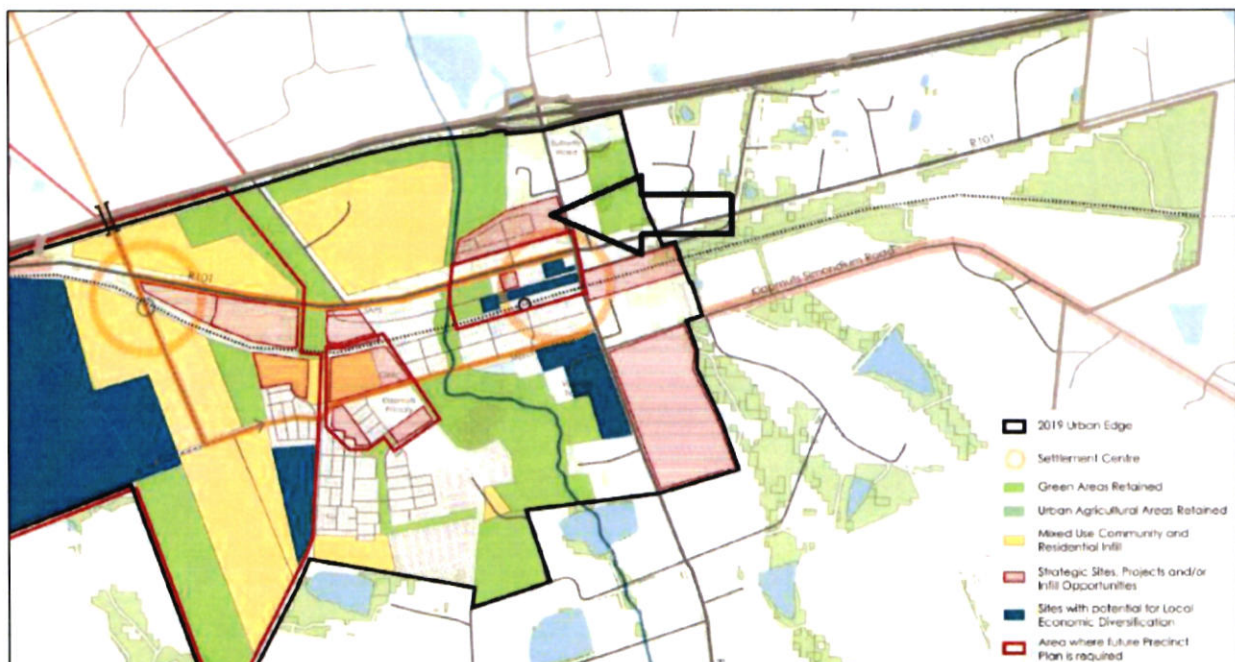
28.	<p>Residential, mixed, retail, commercial, industrial or institutional developments where such land was used for agriculture, <u>game farming</u>, <u>equestrian purposes</u> or afforestation on or after 01 April 1998 and where such development:</p> <div style="border: 2px solid red; padding: 5px;"> <p>(i) will occur inside an urban area, where the total land to be developed is bigger than 5 hectares; or</p> </div> <p>(ii) will occur outside an urban area, where the total land to be developed is bigger than 1 hectare;</p> <p>excluding where such land has already been developed for residential, mixed, retail, commercial, industrial or institutional purposes.</p>
-----	--

- Act 70 of 1970 (the subdivision of Agricultural land):

Confirmation was received from Provincial Government that the property is not exempted from the provisions of Act 70 of 1970 and will therefore have to be submitted to the National and Provincial departments of Agriculture for approval in terms of the act.

Elsenburg and NDA are therefore requested to grant the exemption from the provisions of Act 70 of 1970 due to the following motivational factors;

### **Inclusion in the Spatial Development Framework for infill development**



**Figure 4:** Extract from the approved Klapmuts Spatial Plan indicating Portion 27 of Farm 716 as a strategic site earmarked for residential infill

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Please note the fact that Elsenburg being the Provincial legislative body representing Agriculture as well as the National Department were included as interested and affected parties as part of the approval of the 2019 Klapmuts Spatial Development Framework and as such had knowledge of the facts that this property was earmarked for residential infill development and included within the urban edge.

### Land Capability:

According to the Elsenburg Cape Farm Mapper system and its resources layer the following is derived;



**Figure 5:** Land capability

### **Conclusion:**

The property has a low to moderate capability with a medium sensitivity category grading with sensitivity context limited to commercial scale wind and solar PV installations.

According to the LAND CAPABILITY & THE PRESERVATION AND DEVELOPMENT OF AGRICULTURAL LAND BILL (PDALB) land capability can be defined as follows;

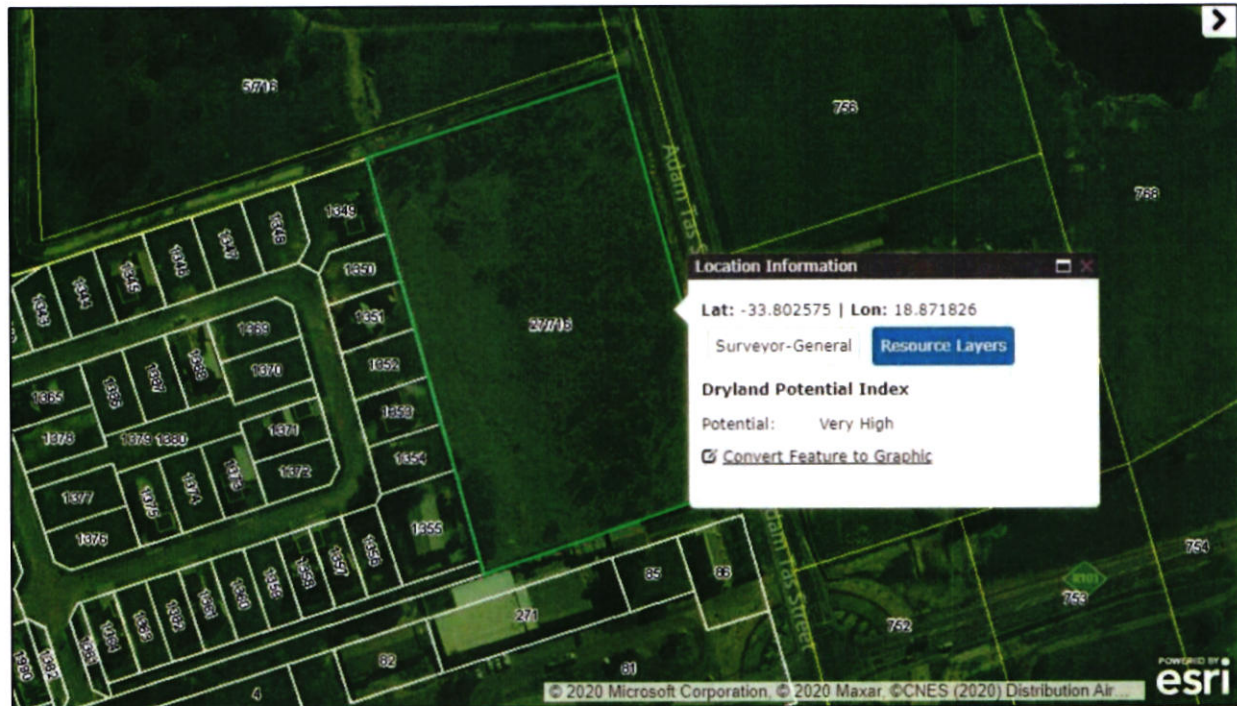
*Land capability" means the most intensive long-term use of land for purposes of rainfed farming, determined by the interaction of climate, soil and terrain.*

If the grading of low to moderate is contextualized in terms of the definition it means that intensive long term farming has very little chance of success.

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## Dry land potential:

According to the Elsenburg Cape Farm Mapper system and its resources layer the following is derived;



**Figure 6:** Dry land potential

## **Conclusion:**

Dryland farming is defined as follows;

*Dryland farming is frequently defined as crop production in areas with less than 500 mm of annual precipitation, but this definition omits a critical component of the equation, evaporation potential. Operatively, dryland farming is practiced where annual potential water evaporation exceeds annual precipitation.*

Despite the classification of the property as having a very high potential it is not supported by the soil type as per the following soil classification;



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[illegible]

**Figure 7: Soil type classification**

The soil type consisting of mainly sandstone acts as an aquifer which does not hold water for long there for it will not be able to store the water during the rainy season for use in summer for dry land farming purposes.

Also note that the property is classified as not being available for farming which further supports the notion that the land is not susceptible for long term viable farming purposes.

### Historical considerations:

According to the records and word of mouth confirmation the property has never been used for agricultural purpose. To further support this I draw attention to the aerial photos below from 2005 and 2008. In both instances there are no indications that the property was ever ploughed or under tunnels.

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**Figure 8:** 2005 aerial image



**Figure 9:** 2008 aerial image



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## Conclusion:

- There is no indication that the property was ever used for agricultural purposes.
- The property falls within the urban edge and is earmarked for infill development according to the approved SDF.
- The land capability and dryland potential are highly debatable in terms of its viability in the long term.
- The area of  $\pm 1,7\text{ha}$  makes it a non-viable agricultural unit for large scale farming purposes and at best it could be motivated as an agricultural holding for small scale farming, if it had the potential in terms of location, soil type and water carrying capability.

## 10. PLANNING POLICY

### Stellenbosch Spatial Development Framework (2019):



**Figure 10:** Extract from the Spatial Plan

The proposal is deemed to be consistent with the SDP approved in November 2019 in terms of the following objectives;

- *The proposal pro-actively support higher density infill residential opportunity in Klapmuts South as per the designation on the extract.*
- *It supports the containment of the footprint of Klapmuts as far as possible within the existing urban edge.*

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- *It intends to retain and actively support mixed use redevelopment and building within the town centre and surrounding areas, comprising living space above active street fronts by means of the housing proposal.*
- *It aims to assist and provide a development opportunity for small/ emerging entrepreneurs.*
- *It will support the provision of a NMT (non motorised transport) routes along the R44 by providing a pedestrian route along the road reserve of the R44 therefor supporting the SDF.*
- *It improves public and community facilities and places (e.g. through clustering, framing them with infill development to improve edges and surveillance, prioritization for landscaping, especially along the R44 verge.*
- *It takes careful consideration of providing a high-end, gated residential development along the R44 in an area earmarked for infill development therefor capitalising on the private vehicular accessibility of Klapmuts.*

The proposed development of Portion 27 of Farm 716 will there for support the above mentioned principles by providing a viable and sustainable medium density housing opportunity in Klapmuts south along the R44 and therefor being highly accessible and visible entering into Klapmuts south from the National road.

### **Metropolitan Spatial Development Framework:**

The MSDF, aligned with higher level settlement development policy, identifies Klapmuts as a place with significant development opportunity. A previous study – aimed at establishing Klapmuts as a “special economic development area” – has created high expectations among land owners, and numerous requests for urban edge adjustments. It is not the purpose of the MSDF to prepare a LSDF for Klapmuts. Rather, the MSDF sets out to identify the overall role of and core principles for the future development and management of Klapmuts. The MSDF expresses concern about the extent of development projected through the previous study for both Klapmuts south and north (in the case of the north, DM commissioned a LSDF for the area east of Farm 736/RE). In many cases, there appears to be limited evidence of “bankable” business cases for the extent of development proposed. The MSDF therefor cautions against extensive adjustments beyond the current urban edge. The focus should rather be on supporting the implementation of projects achievable

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over the planning period, and careful further phasing of future development based on bankable development proposals.

***This proposal for medium density residential infill development is definitely deemed a bankable proposal and will support a private investment initiative while also contributing to the development of Klapmuts south.***

## **Provincial Spatial Development Framework**

The Western Cape: Provincial Spatial Development Framework (PSDF), 2005 makes numerous proposals that impact on Klapmuts. It proposes the encouragement of growth of specific settlements with high potential and high need, arguing that these should receive significant fixed infrastructure investment. Klapmuts has been identified by the Growth Potential of Towns in the Western Cape Study as an area with high development potential and high need. Strategies from the WC: PSDF that are specific to Cape Winelands

District Municipality include:

- Protection of intensive agricultural and scenic areas from low density estates through delineating urban edges.
- Urban restructuring.
- Optimise strong transport linkages.
- Support agriculture, agri-industry and tourism as economic drivers.

## **Cape Winelands Spatial Development Framework**

The Cape Winelands SDF (CWSDF) identifies Klapmuts as a 'rural town'. Rural towns are focused towards serving the daily needs of the local population. These towns are key agricultural and social support centres.

Rural towns play a number of significant roles:

- Service provision to the rural hinterlands.
- Capture income that would otherwise be channelled out of the region.
- Innovation diffusion – sites of social interaction and knowledge transfer.
- Agricultural industry, processing and related activities.

Rural towns are also the focus of 'social capital' investment (i.e. education programmes, skills development programmes, local economic development

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programmes etc) and limited capital investment to the facilities and services needed to support these projects and programmes.

In addition the CWSDF:

- Promotes access to agricultural land for emerging farmers, especially in and adjacent to rural towns and hamlets.
- Discourages urban sprawl and promotes densification and intensification of urban activities within an urban edge.
- Promotes linking local open space systems with the larger/rural open space.
- Discourages the provision of 'stand alone' facilities.

## **Klapmuts Urban Design Manual**

The Klapmuts Urban Design Manual intends to put in place numerous guidelines that attempt to ensure that future urban development enhances, rather than detracts from the character of the area. It identifies a number of precincts and applies specific planning concepts (paths, nodes, landmarks, edges, districts and gateways) that should be promoted within each precinct. Proposals are also made in terms of land-uses and activity zones, build to lines and internal spaces, character of streets, squares and parks, the pattern of public buildings and focal points, landscaping and views, as well as an urban design plan. The guidelines only consider the more established parts of the settlement, north of Merchant Street and South of Heaford street. The Klapmuts SDF should build on those proposals that are still applicable in the context of changing trends

## **Spatial Planning and Land Use Management Act (SPLUMA)**

The principles of SPLUMA are;

### **SPATIAL JUSTICE:**

- Past spatial and other development imbalances must be redressed through improved access to and use of land.
- Spatial planning mechanisms, including land use schemes, must incorporate provisions that enable redress in access to land by disadvantaged communities and persons.
- Land development procedures must include provisions that accommodate access to secure tenure and the incremental upgrading of informal areas.

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**The proposal aligns with the above by means of providing a housing development that will ensure employment to the local community and also provide housing to the middle income market. This will ensure capital investment necessary to contribute to the upgrading of informal areas.**

### **SPATIAL EFFICIENCY:**

- Land development must optimise the use of existing resources and infrastructure.
- Decision-making procedures must be designed to minimise negative financial, social, economic or environmental impacts.

**The proposal aligns with the above in terms of providing a residential infill opportunity which supports optimized use of the existing infrastructure and resources in terms of access and proximity to a workforce in need of employment. It also has no negative financial, social, economic or environmental impacts as it is an infill proposal within the urban edge.**

### **SPATIAL SUSTAINABILITY:**

- Special consideration must be given to the protection of prime and unique agricultural land.
- Land use issues must be dealt consistently in accordance with environmental management instruments.
- Land use management and planning must promote and stimulate the effective and equitable functioning of land markets.
- Land development should only be promoted in locations that are sustainable, limit urban sprawl, and result in communities that are viable.

**The proposal is deemed to be consistent with the above mentioned principles due to the following supporting criteria;**

- **The proposal constitutes infill development and is therefore located within the urban fabric of Klapmuts within a designated and adopted urban edge with no impact on the agricultural resources.**
- **The proposal is deemed to have no environmental impact as supported by the Botanical assessment attached.**
- **The proposal will conform to the principle of effectively functioning land markets as it provides an opportunity for a developer or investor's to invest in a**

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**housing development where the return on investment exceeds the capital investment by some margin due to the growing nature of Klapmuts and the future investment potential being unlocked in the north of Klapmuts in terms of the Distell and Stellenbosch satellite campus developments.**

- **The proposal limits urban sprawl as it constitutes infill, is sustainable due to the housing typology it represents and is viable due to the growing urban nature of the area.**

### **SPATIAL RESILIENCE:**

- **Spatial plans, policies and land use management systems must be flexible to ensure sustainable livelihoods in communities most likely to suffer the impacts of economic and environmental shocks.**

**The proposal is aligned with the Spatial Development Framework proposals and is there for deemed to be consistent with SPLUMA in terms of the spatial resilience principle.**

### **GOOD ADMINISTRATION:**

**The successful submission and public participation to obtain eventual approval will be in accordance with all legislative requirements in terms of the By-law and Policies related to the area and there for the support and approval will in fact mean the principle of good administration is upheld.**

### **Land Use Planning Act of 2014 (LUPA)**

*This Act has the following purpose;*

*To consolidate legislation in the Province pertaining to provincial planning, regional planning and development, urban and rural development, regulation, support and monitoring of municipal planning and regulation of public places and municipal roads arising from subdivisions; to make provision for provincial spatial development frameworks; to provide for minimum standards for, and the efficient coordination of, spatial development frameworks; to provide for minimum norms and standards for effective municipal development management; to regulate provincial development management; to regulate the effect of land development on agriculture; to provide for land use planning principles; to repeal certain old-order laws; and to provide for matters incidental thereto.*



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## **Section 36 (6) of LUPA states:**

(6) When a municipality approves a rezoning for a purpose that includes subdivision, it must impose conditions making provision for at least—

- (a) density requirements;
- (b) main land uses and the extent thereof; and
- (c) a detailed phasing plan or a framework including—
  - (i) main transport routes;
  - (ii) main land uses;
  - (iii) bulk infrastructure;
  - (iv) requirements of organs of state;
  - (v) public open space requirements; and
  - (vi) physical development constraints.

**The proposal is aligned with the criteria of Section 36 (6) of LUPA due to the following:**

- **It meets density requirements at a density of 26 units/ha**
- **It complements the surrounding residential land use nature of the area**
- **It will not be a phased development but will address all infrastructure and meet all development management scheme requirements**
- **There are no physical development constraints that need mitigation due to the degraded nature of the site**

**The proposal is aligned with the Klapmuts Spatial Plan guidelines and is there for deemed to be in conformance with the criteria and principles of LUPA.**

## **11. RESTRICTIONS**

### **Legal restrictions:**

No legal restrictions exist that need to be addressed. The title deeds were investigated by a conveyancer for any restrictive conditions and none were found as per the conveyance's certificate attached as **Addendum 5**.

### **Physical restrictions:**

No physical features exist on the properties due to the fact that it will be addressed in the construction phase. The Botanical Report has the following conclusion AND RECOMMENDATIONS;

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- The original vegetation that occurred at Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) was Swartland Granite Renosterveld. This vegetation was historically removed but when that occurred is not known.
- The study area or site is now heavily degraded to the point of being transformed and in my opinion no longer has any botanical or conservation value, except for a few geophytes which should be saved.
- Ecological processes have been severely compromised and they would only become truly functional again if the site were to be restored to near-natural or natural condition. This is unlikely to happen and the isolated, low-connectivity condition of the study area is a major factor working against the usefulness of the site for conservation.
- Approximately two-thirds of the site is classified as CBA1 in the WCBSP 2017. It is my conclusion that this classification is totally erroneous. There is no habitat on the site that justifies this classification. It is not even worthy of CBA2 or ESA1 status.
- Based on ground-truthed observations and taking all ecological and other indicators into consideration, it is my view that the site is suitable for development with no major constraints. There would not be loss of 300 m<sup>2</sup> of indigenous vegetation (Swartland Granite Renosterveld) and therefore Listing Notice 3, Activity 12 of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2014, would not be triggered.
- It is recommended that a Search & Rescue operation should be undertaken in the appropriate season to locate and save any surviving geophytes that may occur on the site.

**Please note that the trees identified by the Botanist for retention in the design were accommodated successfully in a Private Open Space as per the Plan of Subdivision attached as Plan 3.**

**Built restrictions:**

No built restrictions exist due to the property being vacant.



# Active Planning Solutions

## 12. REQUIRED CONSULTATION & PUBLIC PARTICIPATION

Proof of pre- submission consultation is required In terms of the Stellenbosch Municipal Land Use Planning By-law of 2015. This consultation was undertaken by means of meeting at the offices of the Municipality with the resultant approval of the Minutes as record of the outcome attached as **Addendum 8**.

## 13. THE DEVELOPMENT OF PORTION 27 OF THE FARM 716

To facilitate the implementation of the proposed Site Development Plan attached as **Plan 4** it is necessary to **Rezone** Portion 27/716 from Agricultural Zone to Sub divisional Overlay zone to accommodate Group housing units, private open spaces, private road, a public road and a substation.

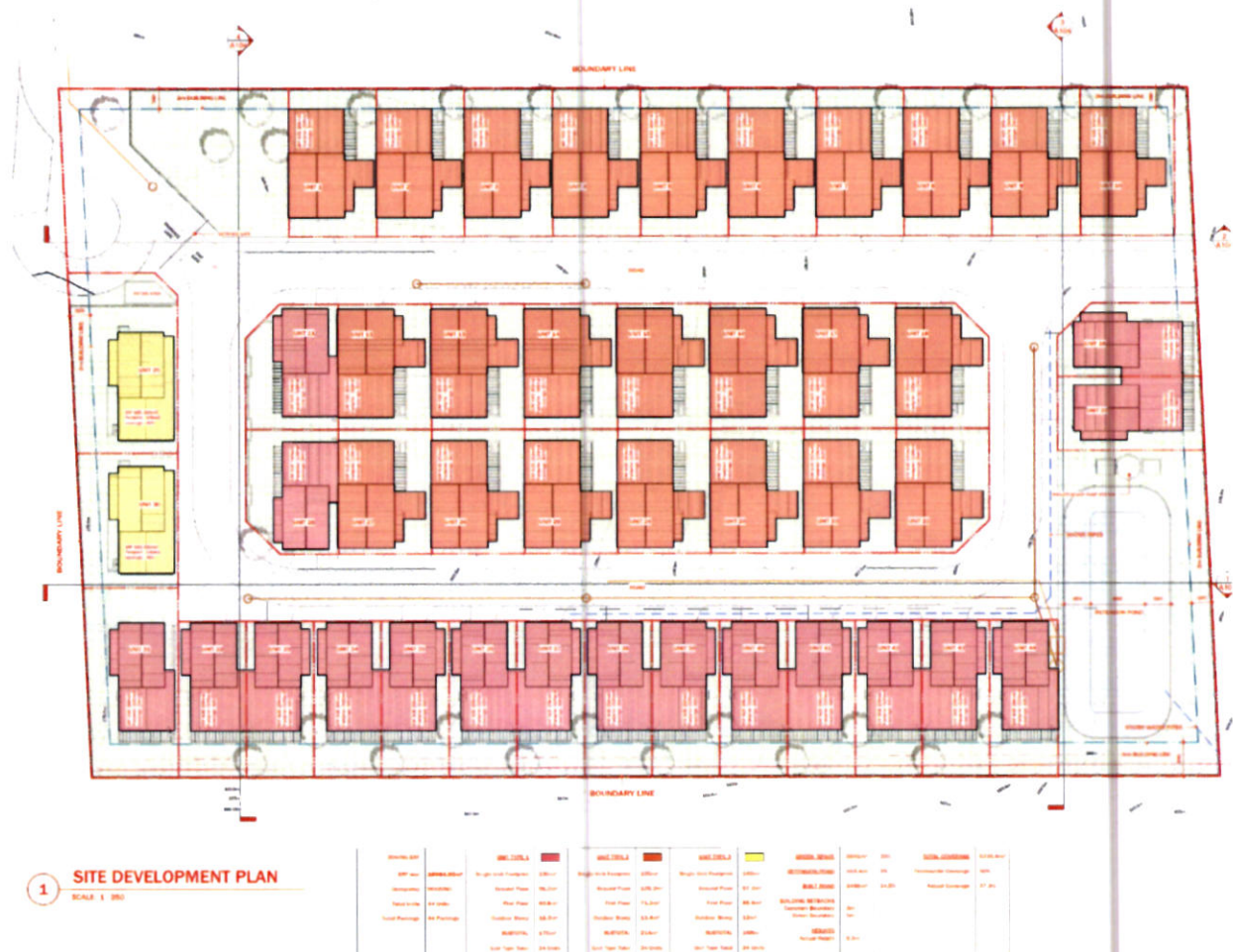


Figure 11: Proposed Site Development Plan

# Active Planning Solutions

The sub divisional area overlay zone will consist of 49 new portions in accordance with the Plan of Subdivision attached as **Plan 3**;

The property will be subdivided into;

- 44 Group housing units of 3 types (A, B & C) on an average portion size of  $\pm 260\text{m}^2$
- 1 Private road (Diemer crescent)
- 2 Private parks totaling  $1525\text{m}^2$
- 1 electrical substation site of  $5 \times 3\text{m}$
- 1 Public access road giving access from Heaford street

## a. DEVELOPMENT SCHEME PARAMETERS

The development parameters in the Multi Use residential zone for group housing purposes are as follows:

(If the development proposal conforms it will be **Yes** or **No**)

By- Law regulation:

Proposal conform:

**Coverage:**

**Yes**

50%

37,3%

**Density:**

**Yes**

Aim for 25 du/ha

To be determined by the SDP and

Confirmed by council

26 du/ha

**Height:**

**Yes**

2 storeys

2 storeys with pitched roofs

**External street building line:**

**Yes**

3m on the R44 (Adam Tas road)

5m

**Note:**

A Departure is required from the 95m building restriction along the R44 due to it being a Provincial road.

This departure can be mitigated by the fact that this section of the R44 is actually called Adam Tas road and falls under the jurisdiction of the Municipality as it is included within the endorsed urban edge of Klapmuts. The Municipality should by right be the custodian to decide about the legality of the departure in terms of its Development Scheme provisions.



# Active Planning Solutions

## Common boundary building line:

External 3m

Internal 0m

Yes

3m

0m

## Parking

1 bay per group house / 1 bay for visitors = 88 bays

Yes

44 garages and

44 onsite parking bays @ 1  
per unit

## Outdoor space

25m<sup>2</sup> / unit

Yes

a minimum of 102m<sup>2</sup> private  
garden space on the  
smallest portion being  
Portion 11. All the other  
portions have less of a  
coverage and more private  
outdoor space measuring  
at least 2 meters x 5 meters.

## b. SERVICES

Services capacity, connections and detail are discussed in the Civil Services Reports attached as **Addendum 9**.

These investigations have the followings conclusions and recommendations;

### **Broadco;**

*It is envisaged that the services for the development will be completed in a single phase, and service plans will be submitted for approval. The material and design specifications will comply with the Stellenbosch Municipality's Minimum Design Standards. The findings above indicates that the additional impact the proposed development will have on the existing infrastructure and surrounds will be minor and should be supported in general.*

# **Active Planning Solutions**

## **GLS;**

The developer of portion 27 of Farm 716 in Klapmuts may be liable for the payment of a Development Contribution (as calculated by Stellenbosch Municipality) for bulk water and sewer infrastructure as per Council Policy.

The existing water system has insufficient capacity to accommodate the proposed development.

The minimum requirements to accommodate the proposed development in the existing water system are master plan items SKW1.1, SKW1.2, SKW1.3 & SKW1.12 to improve network conveyance to the proposed development, in order to comply with the pressure and fire flow criteria as set out in the water master plan.

Master plan items 1, SKW1.18, SKW1.19 & SKW1.20 are not required as minimum items in order to accommodate the proposed development, but it is recommended that these items are also implemented in order to reduce high static pressures in the existing system and to improve network redundancy and conveyance to the proposed development.

In the Sewer Master Plan it is proposed that development on Farm 716/27 is accommodated in the proposed Klapmuts Main PS drainage area.

The minimum requirements to accommodate the proposed development in the proposed Klapmuts Main PS drainage area (as proposed in the Sewer Master Plan) are link service item 2 and master plan items SKS1.13 & SKS1.14.

## **Lyners;**

Eskom proposes a new miniature substation to be connected with 11kV underground cable along Heaford Street from the existing miniature substation situated in Brounger Street near the entrance at the adjacent Rozenmeer estate. The proposed position for the new miniature substation is on the open space at the development entrance before the access gate. Low voltage(LV) cables will be laid from the minisub to the development.

A 5 x 3m miniature substation site must be registered in favour of Eskom on the open space as part of the public road reserve.

The developer is responsible for the 11kV external cable connection from the existing minisub.

The developer will install the low voltage distribution network within the development - feeder cables, distribution kiosks and house connection cables.

Pierre Jordaan

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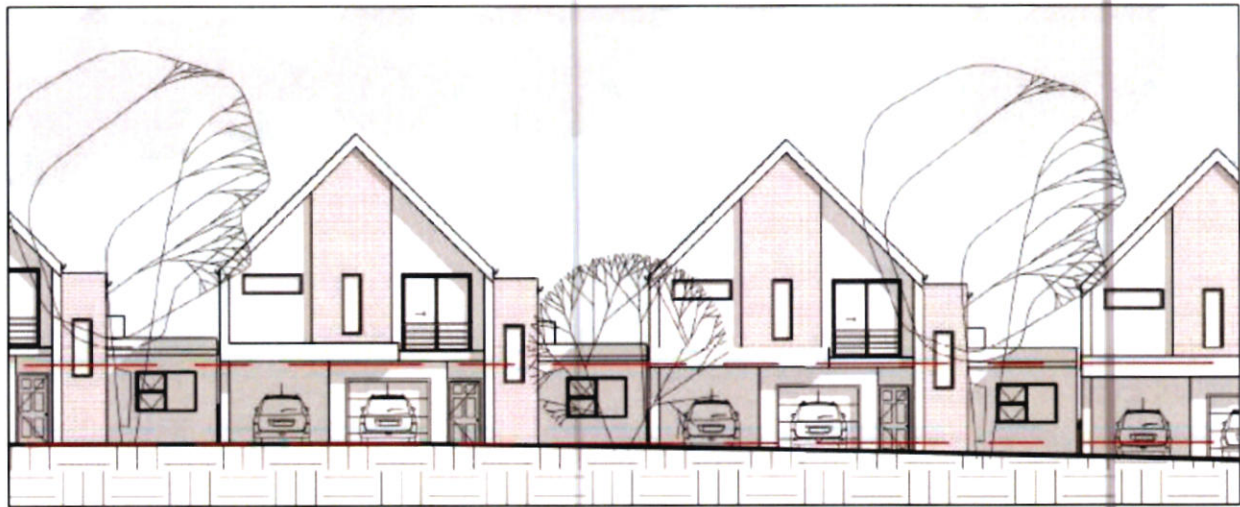
# Active Planning Solutions

## c. ARCHITECTURE

The architectural theme will be uniform and in accordance with the attached;

- Unit types A, B & C
- Cross sections & elevations
- 3d illustration of the Site Development

The theme is single garage duplex units ranging from 168m<sup>2</sup> to 214m<sup>2</sup> in size with high pitched roofs as per the unit type plans attached to the Site Development Plan.



**Figure 12:** Proposed unit elevations from the internal access road in the form of Diemer crescent

The architectural styling serves as a clear portrait of the crisp and fresh approach followed to propose a modern contemporary style of architecture without being monotonous in nature but to also provide in the styling and affordability needs of the medium income market it targets.

It is then with this goal in mind that low maintenance, single garage units is incorporated in the design. This serves the following purposes:

- It will attract younger up and coming buyers in the market to the development therefor it serves a marketing purpose.
- The surrounding area does not have a homogenous architectural style or density except for the Rosenmeer development to the west which in all honesty caters for a different market segment and there for have a different style and purpose. There for this proposed design with more modernised finishes will not detract or impact on the architectural nature of the built environment.

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- The design will serve a rejuvenating purpose which along with the infill planning policy initiative also have a major role to play in the upliftment of an existing old established missed use area with regards to aesthetics and style to prevent degeneration due to archaic and heterogenous architectural styles being implemented.

### **d. ACCESS**

Erf 1383 is an existing 5.5m wide property next to the Heaford Street road reserve. It was subdivided from the neighbouring Rosenmeer Development for road widening purposes to form part of the Heaford Street road reserve. A new 5.5m wide public access road will be constructed from Brounger Street to the development. The development will have a gated entrance and a refuse truck turning facility will be provided in front of the entrance gate for refuse collection.

A 10m wide private road reserve (**Diemer crescent**) will be provided inside the development, with a 5.5m wide surfaced road. The layout is designed to allow future access to the neighbouring properties to the north, should they wish to form part of the development in the future.

The above roads will be designed to comply with the Stellenbosch Minimum Design Standards.

A traffic statement of the impact of the development on the adjacent roads in the area is attached as **Addendum 10**.

### **e. HOME OWNER'S ASSOCIATION**

a Home Owner's Constitution attached as **Addendum 11** is presented for approval as per Section 15(2)(l) of the Stellenbosch Municipal Planning By-law of 2015.

### **f. VIABILITY**

The development proposal is deemed viable due to the following supporting factors:

- It provides quality medium density middle income housing in a rapidly expanding area under development pressure without losing sight of the value adding potential of architecturally sound design principles.
- It supports the Local and Provincial Planning strategies with regards to infill and urban densification.



## *Active Planning Solutions*

- It supports the rejuvenation strategy needed to maintain residential neighbourhoods with differing densities and heterogeneous land use.
- It does not impact negatively on the built or natural environment but it fits into and compliments the intensified residential use nature of the area to the west in the form of the Rosenmeer residential development.
- It provides a higher density alternative to the lower density urban area to the south of the R101 which supports the integration of housing densities and intensified land use as initiatives of the local planning policy.
- It will provide housing to the investor's which is exceedingly eager to invest in Klappmuts due to the establishment of Distell and the relocation of The Stellenbosch IT campus to Klappmuts seen as major investment drivers.

### **g. SUSTAINABILITY**

The development proposal is considered sustainable due to the following supporting factors:

- It will add value to the current vacant property in favour of the owner and future investors in the estate.
- This will contribute to the effective functioning of the roads infrastructure planning for the area.
- It will have no negative impact on the surrounding built or natural environment due to the fact that it constitutes a residential infill opportunity.
- It will not have any additional impacts in terms of traffic safety as is evident from the findings of the TIS.
- It will not negatively affect any existing services and / or infrastructure elements in the surrounding area but will rather give way to the installation of services to the area opening it up for further development to the north with the provision of linking infrastructure.

### **h. DESIRABILITY in terms of SECTION 65(1)(c) of the STELLENBOSCH MUNICIPAL PLANNING BY- LAW (2015)**

The following criteria are deemed as desirability factors to be considered in the motivation of the development proposal:

*(motivation in support in bolded italics)*

## **Active Planning Solutions**

- economic impact;

**The proposal will ensure that the Diemer Estate development proposal be implemented at a time when the middle income housing economy in the Western Cape is on an upwards curve and therefore will be seen as having a positive impact on the Provincial economy. It will furthermore cater for the needs of a growing tier of the housing market due to the inability to afford housing in the exiting Klappmuts residential areas due to inflated property prices and large erven with maintenance burdens. It will also provide investors the opportunity to acquire property with the future growth and expansion of Klappmuts as the economic drivers.**

- social impact;

**It will have a social impact as it provides an opportunity for housing at a time when the need for medium income housing in this market bracket is rising. The added Security through access control, stylish Architectural design and functional open spaces will have an immense social impact as these are socially binding factors which combine to produce a safer environment.**

- scale of the capital investment;

**The scale of the return on the owner's investment will exceed the capital input due to the fact that the investment opportunity is in a residential market for which a need exist in Klappmuts.**

- Compatibility with surrounding uses;

**The proposal is seen as compatible with similar use to the west in the form of the Rozenmeer development. The surrounding land use character has no uniform pattern so compatibility is reserved to the existing residential developments and the future areas of residential expansion to the north of the property.**

- Impact on the external engineering services;

**The services reports all confirm that the additional impact the proposed development will have on the existing infrastructure and surrounds will be minor and should be supported in general.**

- Impact on safety, health and wellbeing of the surrounding community;

**The implementation of the development proposal will add to the safety, health and wellbeing of the community in so far as it will support the built area and add numbers to the community which in itself aids community safety. The utilization of large**



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**underutilized properties for infill development reduces the possibility of these spaces degrading or being used by vagrants and criminal elements.**

Impact on heritage;

**No impact exists and no mitigation is needed as is evident from the email confirmation from HWC attached as Addendum 11.**

➤ Impact on the biophysical environment;

**The proposal is in an area of largely urban nature and expanding urban development along to the south and west. There for the biophysical environment has slowly transpired to a mostly built environment with the existing degrading due to non-use. The subject property is not located in a natural area with any sensitive characteristics as can be supported by the Botanical report already discussed.**

➤ Traffic impacts, parking, access and other transport related considerations;

**The Traffic Impact Statement has the following conclusions;**

- The proposed development is situated north-west of the R44 (MR00027) / R101 (MR00189) intersection and south of the N1 (NR00101) in Klapmuts. The development is bordered by the R44 to the east and the Rozenmeer residential development to the west;
- There are plans for the upgrading of both the R44 and R101 by the Western Cape Provincial Government and for the upgrading of the N1 / R44 interchange by SANRAL;
- The development will consist of 44 town houses;
- The development will gain access off Brounger Street. The **access complies** with the relevant spacing requirements;
- No access road currently exists and the proposed access road design is shown in Figure 3;
- The intersections expected to be affected the most by the proposed development are the R44 / R101, R101 / Brounger Street and the intersections at the R44 / N1 interchange;
- All the affected intersections currently operate at acceptable levels of service;
- The proposed development has the potential to generate 37 trips during the AM peak hour (9 in, 28 out) and 37 trips during the PM peak hour (26 in, 11 out);

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- The analysis of the affected intersections with background year 2025 traffic volumes indicates that two of the four intersections will operate at unacceptable levels of services;
  - It is proposed that the R44 / R101 intersection be improved to the layout shown in Diagram 1 as a short-term solution;
  - The analysis of the affected intersections with the development trips added and the new proposed intersection layouts indicates that all movements at all intersections will operate at **acceptable levels of service**;
  - The provision of 88 off-street parking spaces and garages will be **sufficient** for the proposed development;
  - A refuse truck detour is proposed to accommodate the solid waste management of the development and is shown in Figure 8;
  - It is anticipated that only a small number of public and no motorised transport trips will be generated by the proposed development. A sidewalk is proposed on n at least one side of the access road. **No public transport upgrades** are proposed.
- whether the imposition of conditions can mitigate an adverse impact of the proposed land use.

**The conditions of the approval will be the result of due process and all the necessary requirements in terms of this and other legislative processes will be adhered to as required by the process as prescribed by the By-law and LUPA.**

### **14. SUPPORTING MOTIVATION**

With all the above mentioned motivational criteria supporting a development proposal that would have a highly positive impact on the local economy as well complimenting the built nature of the receiving environment, no negative impacts are envisaged which would affect the potential of **Diemer Estate** to be developed with the subsequent establishment of an infill development aligned with Local Spatial Planning policies. It is the aim of the client to create a contemporary though viable and affordable product which would add to the value and character of the area as well as being a solid opportunity for a return on both his investment as well the investment of potential first time home owners in the middle income market.



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## **15. SUMMARY**

This application for the development and implementation of **Diemer Estate** with the subsequent rezoning and subdivision are therefore seen favourable as it will have no negative impact on the surrounding built environment but will ensure the most viable and sustainable development implementation of a non- viable underutilized and vacant property which will deliver the best product to the growing residential market ensuring the best economic return on investment. It is therefore encouraged and recommended for approval.

Pierre Jordaan  
for **Active Planning Solutions**

**Botanical Assessment  
of Portion 27 of Groenfontein Annex  
716, Paarl at Klapmuts,  
Drakenstein Municipality  
Western Cape Province**



*Dr David J. McDonald  
Bergwind Botanical Surveys & Tours CC.  
14A Thomson Road, Claremont, 7708  
Tel: 021-671-4056  
Fax: 086-517-3806*

**Report prepared for Active Planning Solutions**

**April 2018**



## National Legislation and Regulations governing this report

This is a 'specialist report' and is compiled in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended, and the Environmental Impact Assessment Regulations, 2014.

## Appointment of Specialist

Bergwind Botanical Surveys & Tours CC was appointed by Mr Pierre Jordaan of Active Planning Solutions to provide specialist botanical consulting services for the proposed development of Portion 27 of Groenfontein Annex 716, Paarl at Klappmuts, Drakenstein Municipality, Western Cape Province. The consulting services comprise a botanical assessment of the flora and vegetation in the designated study area.

## Details of Specialists

Dr David J. McDonald Pr. Sci. Nat.

Bergwind Botanical Surveys & Tours CC

14A Thomson Road

Claremont

7708

Telephone: 021-671-4056

Mobile: 082-876-4051

Fax: 086-517-3806

e-mail: dave@bergwind.co.za

Professional registration: South African Council for Natural Scientific Professions No. 400094/06

## Expertise

Dr David J. McDonald:

- Qualifications: BSc. Hons. (Botany), MSc (Botany) and PhD (Botany).
- Botanical ecologist with over 37 years' experience in the field of Vegetation Science.
- Founded Bergwind Botanical Surveys & Tours CC in 2006.
- Has conducted over 400 specialist botanical / ecological studies.
- Has published numerous scientific papers and attended numerous conferences both nationally and internationally (details available on request).

## **Independence**

The views expressed in the document are the objective, independent views of Dr McDonald and the survey was carried out under the aegis of Bergwind Botanical Surveys and Tours CC. Neither Dr McDonald nor Bergwind Botanical Surveys and Tours CC have any business, personal, financial or other interest in the proposed development apart from fair remuneration for the work performed.

## **Conditions relating to this report**

The content of this report is based on the author's best scientific and professional knowledge as well as available information. Bergwind Botanical Surveys & Tours CC, its staff and appointed associates, reserve the right to modify the report in any way deemed fit should new, relevant or previously unavailable or undisclosed information become known to the author from on-going research or further work in this field, or pertaining to this investigation.

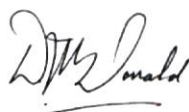
This report must not be altered or added to without the prior written consent of the authors. This also refers to electronic copies of the report, which are supplied for the purposes of inclusion as part of other reports, including main reports. Similarly, any recommendations, statements or conclusions drawn from or based on this report must make reference to this report. If these form part of a main report relating to this investigation or report, this report must be included in its entirety as an appendix or separate section to the main report.



## THE SPECIALIST

I, David Jury McDonald, as the appointed specialist hereby declare/affirm the correctness of the information provided or to be provided as part of the application, and that I:

- in terms of the general requirement to be independent:
  - other than fair remuneration for work performed/to be performed in terms of this application, have no business, financial, personal or other interest in the activity or application and that there are no circumstances that may compromise my objectivity; or
  - am not independent, but another specialist that meets the general requirements set out in Regulation 13 have been appointed to review my work (Note: a declaration by the review specialist must be submitted);
- in terms of the remainder of the general requirements for a specialist, am fully aware of and meet all of the requirements and that failure to comply with any the requirements may result in disqualification;
- have disclosed/will disclose, to the applicant, the Department and interested and affected parties, all material information that have or may have the potential to influence the decision of the Department or the objectivity of any report, plan or document prepared or to be prepared as part of the application;
- have ensured/will ensure that information containing all relevant facts in respect of the application was/will be distributed or was/will be made available to interested and affected parties and the public and that participation by interested and affected parties was/will be facilitated in such a manner that all interested and affected parties were/will be provided with a reasonable opportunity to participate and to provide comments;
- have ensured/will ensure that the comments of all interested and affected parties were/will be considered, recorded and submitted to the Department in respect of the application;
- have ensured/will ensure the inclusion of inputs and recommendations from the specialist reports in respect of the application, where relevant;
- have kept/will keep a register of all interested and affected parties that participate/d in the public participation process; and
- am aware that a false declaration is an offence in terms of regulation 48 of the 2014 NEMA EIA Regulations.



Signature of the specialist:

Name of company: Bergwind Botanical Surveys & Tours CC.....

Date: .....12 April 018.....

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## **1. Introduction**

Portion 27 of Groenfontein Annex 716, Paarl at Klapmuts is under consideration for development for residential purposes. The proposed property sub-division and building activities would potentially impact natural vegetation and an investigation to determine the state of the vegetation was required to inform an application for Environmental Authorization (EA) in terms of the National Environmental Management Act (Act 107 of 1998), EIA Regulations (2014) as amended. Active Planning Solutions appointed Bergwind Botanical Surveys & Tours CC to carry out the botanical assessment for the proposed development.

## **2. Terms of Reference**

### **2.1. Terms of Reference**

Botanical assessments must follow guidelines set out in the following documents:

- Department of Environmental Affairs and Development Planning (DEA&DP) Guidelines for Involving Biodiversity Specialists in the EIA Process (Brownlie, 2005);
- Ecosystem Guidelines for Environmental Assessment in the Western Cape (Cadman *et al.*, 2016);
- The requirements of CapeNature for providing comments on urban, agricultural, environmental, mine planning and water-use related applications (Turner, 2013); and
- Appendix 6 of the Environmental Impact Assessment Regulations, 2014 (Government Gazette, 2014).

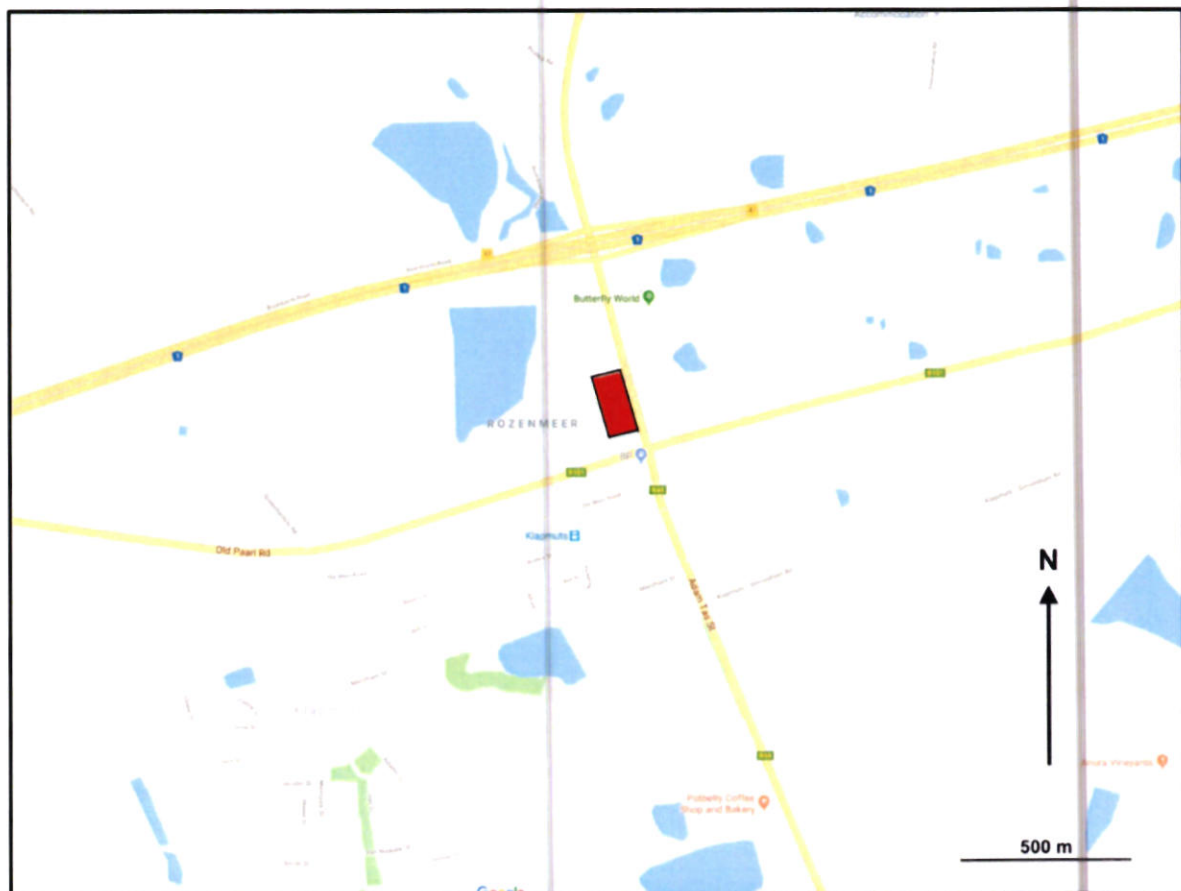
### **2.2. Specific Terms of Reference**

- Identify and describe biodiversity patterns at community and ecosystem level (main vegetation type, plant communities in the vicinity and threatened/vulnerable ecosystems), at species level (threatened Red List species, presence of alien species) and in terms of significant landscape features;
- Describe the sensitivity of the site and its environs and map these resources;
- Identify potential impacts associated with the no development option, in addition to direct, indirect and cumulative impacts; and
- Review previous botanical work applicable to the area and any relevant biodiversity plans, specifically the 2017 Western Cape Biodiversity Spatial Plan (CapeNature, 2017).

### **3. The Study Area**

#### **3.1. Locality**

Portion 27 of Groenfontein Annex 716 Paarl (the study area) is alongside the R44 at Klapmuts in the Drakenstein Municipality. It is rectangular in shape, covers 1.7 ha and is close to the intersection of the R44 with the R101 (Old Paarl Road) and thus close to the 'centre' of Klapmuts. It is almost opposite the well-known tourist attraction, Butterfly World (Figure 1). The location of the study area is shown on a Google Earth™ aerial image in Figure 2a with magnified views of the same in a sequence of historical images from 2005 to 2018 in Figures 2b, 2c, 2d and 2e.



**Figure 1.** General locality map with the Klapmuts study area marked as a red rectangle.





**Figure 2a.** Google Earth™ satellite image showing the study area (red shading) south of the N1 national highway and alongside the R44.





**Figure 2b.** The study area (red outline) in 2005.

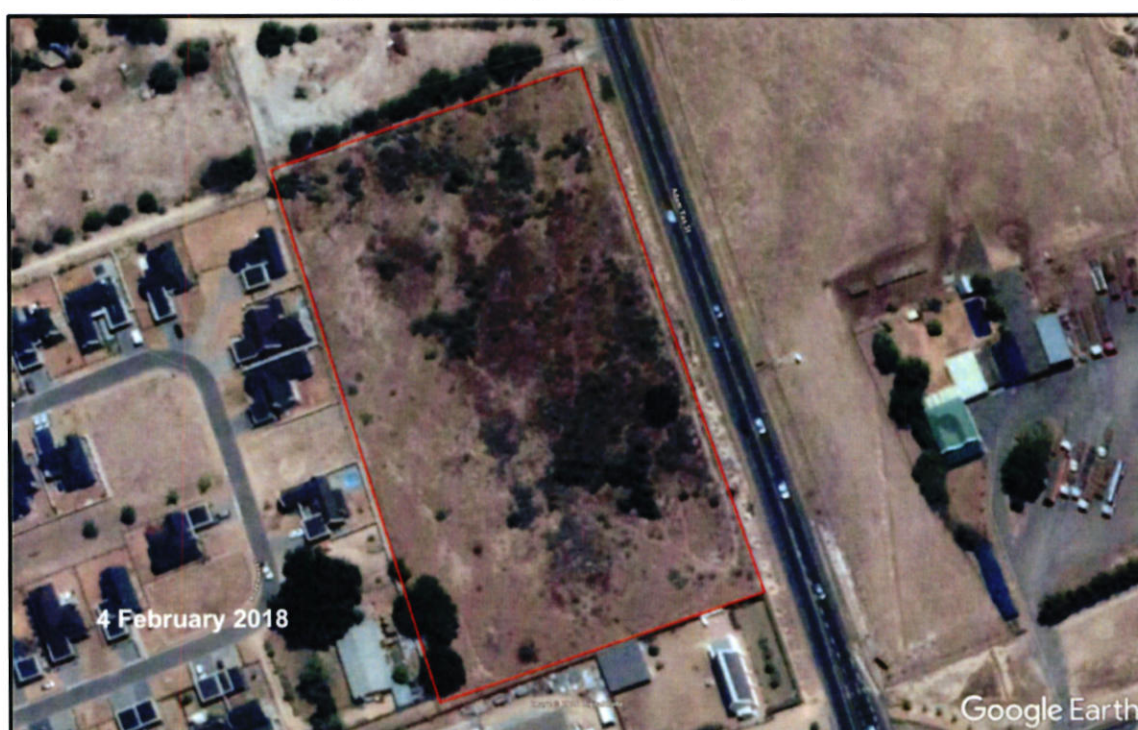


**Figure 2c.** The study area (red outline) in 2009.





**Figure 2d.** The study area (red outline) in 2011.



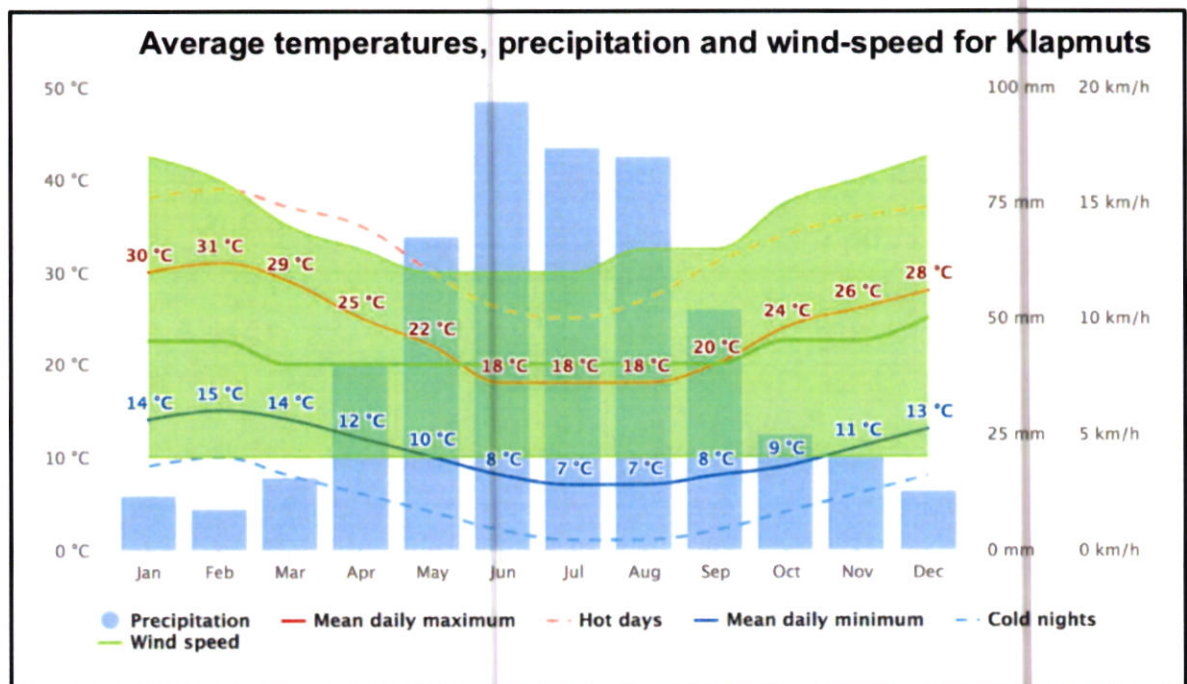
**Figure 2e.** The study area (red outline) in 2018.

### 3.2 Topography and geology

The study area is underlain by the Stellenbosch Batholith of the Cape Granite Suite. This is evident from the soil which has a gravelly texture from the decomposed granite. The topography of the study is even (flat) with no undulations but with a slight slope to the north. In the broader context the study area is located on a ridge of granite. This is evident since to the east and west are areas with alluvium that formerly supported Swartland Alluvium Fynbos.

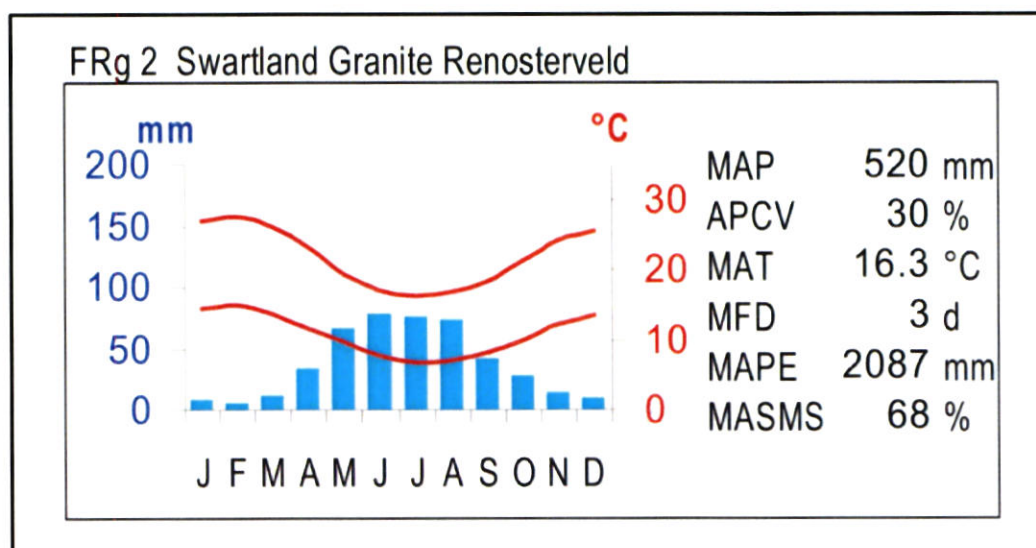
### 3.3 Climate

Klapmuts has a temperate climate, described as a Mediterranean-type climate with hot, dry summers and cool wet winters. The highest average monthly rainfall occurs in June with more than 90 mm falling. The lowest rainfall is in February with less than 10 mm. The lowest mean minimum temperature is experienced in July (7°C) and the highest mean maximum temperature occurs in February (31°C).



**Figure 3.** Climate diagram for Klapmuts showing average temperatures, precipitation and wind-speed for a 30-year period.





**Figure 4.** Climate diagram for Swartland Granite Renosterveld the only vegetation type in the study area (Rebello *et al.* in Mucina & Rutherford, 2006) showing MAP – Mean Annual Precipitation; APCV = Annual Precipitation Coefficient of Variance; MAT = Mean Annual Temperature; MFD = Mean Frost Days; MAPE = Mean Annual Potential Evaporation; MASMA = Mean Annual Soil Moisture Stress.

## 4. Evaluation Method

The site was visited on 1 February 2018 for a duration of approximately 3 hours and surveyed on foot. The vegetation was recorded at sample waypoints logged with a Garmin GPSmap 62s (Figure 5). Sample photographs were geo-referenced. The sensitivity of the habitat was determined using the following criteria:

- *Ecological condition*: this is the actual condition of the various habitats, which considers (1) quality of the vegetation; (2) species composition; (3) disturbance regime; (4) degree of intactness; (5) the spatial connectivity of the site with adjoining habitats; (6) and non-botanical elements that form part of the broader biodiversity picture and that inform the degree to which the botanical component supports biodiversity.

- *Ecosystem status*: Informed by the List of Threatened Terrestrial Ecosystems (Government Gazette, 2011) and CapeNature's (2013) updated ecosystem status based on criterion A1 only (irreversible loss of habitat). The ecosystems are based on the vegetation types in *The Vegetation of South Africa, Lesotho and Swaziland* (Mucina & Rutherford, 2006).
- *Biodiversity planning*: The 2017 Western Cape Biodiversity Spatial Plan (CapeNature, 2017) with specific reference to the Stellenbosch Municipality, is important for determining the conservation importance of the designated habitat. Ground-truthing is an essential component in terms of determining the habitat condition.
- *Important species*: The presence or absence of threatened (i.e. Red List) and ecologically important species informs the ecological condition and sensitivity of the site.
- *Botanical literature*: This was used to gain a better local contextual understanding of the botanical importance of the site.



**Figure 5.** Google Earth™ aerial image of the study area (red outline) with the sample track shown in light blue, with waypoints KLP#.



## 5. Limitations and assumptions

Two main limitations were identified. Firstly, lack of knowledge of the history of the site. It is assumed to have been disturbed by some form of agriculture or used as a smallholding where animals were kept and grazed. Foundations of a rudimentary dwelling were found in the south-west corner of the study area and historical aerial images indicate significant historical disturbance on the site (see Figures 2b, 2c & 2d). What is clear, however, is that the original vegetation that would have occurred on the site was already largely disturbed prior to 2005 (date of available historical Google Earth <sup>TM</sup> imagery). It appears that there was successive degradation of the vegetation over the intervening years until the present.

The second limitation was the season of the study. The site was extremely dry, not only due to the prevailing dry summer conditions but due to a long drought in the Western Cape Province. The summer-dry conditions severely limited observations of winter- and spring-flowering geophytes and none were recorded in the survey. It is possible that such species may persist on the site but given the generally disturbed conditions, the chances of finding such species in large number, even in optimal climatic conditions, are predicted to be not great. The author found *Micranthus tubulosus* on the site in early summer on previous occasion which indeed points to the possibility of some other geophytes being present.

## 6. The Vegetation

### 6.1 General description

According to *The Vegetation of South Africa, Lesotho and Swaziland* (Rebelo *et al.* 2006 in Mucina & Rutherford, 2006) the study area supports a single vegetation type, namely Swartland Granite Renosterveld (Figure 6). This was confirmed by the presence of a few renosterveld species but no intact plant community.

Rebelo *et al.* (2006) record that Swartland Granite Renosterveld is distributed in discrete patches in the Swartland and Boland, depending on the occurrence of granite-derived soils, mostly of Glenrosa and Mispah forms. The vegetation consists of a mosaic of grasslands/herblands and medium dense microphyllus shrublands dominated by renosterbos. These authors provide a substantial list of plant species for this vegetation type which was used as a guide in this study.

## 6.2. The Vegetation of Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts)

The vegetation of Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) is in poor condition and cannot be described as Swartland Granite Renosterveld any longer due to historical transformation over an apparent long period. The vegetation was sampled at ten waypoints to attempt to cover all variation in the vegetation on the site. The western part of the site has a grassy low stratum and has few shrubs. This is attributed to clearing and possible maintenance of this area as a firebreak for the adjoining Rozenmeer residential area. From roughly one-third of the width of the site (long-axis ; N-S) westwards, the site has a shrub and tree upper stratum (most of the trees are alien invasives) with a herbaceous understorey.

In general the study area is **highly disturbed and no longer supports intact Swartland Granite Renosterveld**. The indigenous species that are present are remnants of renosterveld but in no way constitute a functional plant community. The presence of an abundance of species such as *Stoebe plumosa* and *Athanasia trifurcata* attests to the high level of disturbance and ultimate transformation of the site.


As noted above, there may be remnant populations of geophytes but their presence would only be detected in the winter and spring to early summer. Even so, these populations are predicted to be highly degraded. If present, it is proposed that such plants should be moved to a safe haven where their future is secured. No matter what the future of Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) may be in terms of development, it is currently degrading rapidly and restoration is not a feasible option.

A large area of the site is invaded by woody alien invasive trees, notably *Acacia saligna* and *Acacia mearnsii* but also a single *Pinus radiata* tree. There has been a steady but rapid invasion by these *Acacia* trees since 2011 to the present (compare Figure 2d with Figure 2e) and it is predicted that if they are not actively cleared soon their increase will be exponential. However, even if the trees are cleared, the condition of the site would not improve to any great extent.



Further description of the vegetation as found at the respective waypoints is given in Table 1.



**Table 1.** Waypoints, notes and illustrations recorded at Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts)



Waypoints and Coordinates	Descriptive Notes	Illustration
<p><b>KLP 1</b></p> <p>S 33° 48' 06.4"</p> <p>E 18° 52' 17.1"</p>	<p>This waypoint is on the northern boundary of the site along a cleared track. This area is the most disturbed, with very little natural vegetation left. Conditions were extremely dry at the time of survey, no annuals or geophytes are visible.</p> <p>The invasive alien tree <i>Acacia saligna</i> occurs in a vigorous stand, with a few saplings of the invasive <i>A. mearnsii</i>.</p> <p>Stumps are found of large invasive alien trees that were cleared. Some of the felled stumps of <i>A. saligna</i> and <i>A. mearnsii</i> are resprouting.</p> <p>The soil consists of coarse gravelly sand, invaded by exotic grasses (<i>Avena sativa</i>, <i>Bromus sp.</i>, <i>Briza minor</i>) and pioneer grasses (<i>Cynodon dactylon</i>, <i>Eragrostis curvula</i>).</p> <p>Some burnt logs were probably dumped as the site does not appear to have burnt recently.</p> <p>The shrub <i>Athanasia trifurcata</i> is common, indicative of disturbance. <i>Ursinia cf. nana</i> was recorded as well.</p>	

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<p><b>KLP 2</b></p> <p><b>S 33° 48' 07.1"</b> <b>E 18° 52' 16.2"</b></p>	<p>Located mid-way across the northern end of the site, this waypoint was recorded at a stand of young black wattle saplings (<i>Acacia mearnsii</i>). Most were resprouting from stumps and were probably cut for firewood.</p> <p>The pioneer shrub <i>Athanasia trifurcata</i> is abundant.</p> <p>The presence of the Willow Karee (<i>Searsia angustifolia</i>), typical of riparian environments, could indicate seasonally wet conditions.</p>	
<p><b>KLP 3</b></p> <p><b>S 33° 48' 07.9"</b> <b>E 18° 52' 14.5"</b></p>	<p>This waypoint is near the fence at the northern end of the western boundary. Mole-rats are highly active in the gravelly sandy soil. Woody invasives are few towards the south-western half of the site. The vegetation here is dominated by grasses with scattered dwarf shrubs.</p> <p>The main grasses recorded are the indigenous pioneer species <i>Eragrostis curvula</i> and <i>Cynodon dactylon</i>, together with the exotic <i>Avena sativa</i> and <i>Bromus spp.</i></p> <p>Shrubs include <i>Helichrysum sp.</i>, <i>Leysera gnaphalodes</i>, <i>Thesium sp.</i>, <i>Stoebe plumosa</i> and a few thigh-high specimens of <i>Passerina corymbosa</i>. The exotic forbs <i>Echium sp.</i> and <i>Trifolium lanceolatum</i> are also present.</p> <p>Very few invasive trees on the western side of the site.</p>	



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<p><b>KLP 4</b></p> <p>S 33° 48' 09.3" E 18° 52' 15.0"</p>	<p>This waypoint is further south from waypoint KLP3, along the western boundary. It marks the location of a few shrubby trees of <i>Searsia</i> sp. up to 3 m tall.</p> <p>The exotic weed <i>Echium plantagineum</i> is abundant but dry at this time of the year. The pioneer forb <i>Plantago lanceolata</i> is common and <i>Hermannia</i> sp. was recorded as well.</p> <p>Builders' rubble has been dumped in places.</p>	
<p><b>KLP 5</b></p> <p>S 33° 48' 11.6" E 18° 52' 15.8"</p>	<p>Near the southern end of the western boundary, there is a concrete slab with three large <i>Ficus</i> cf. <i>natalensis</i> trees. The slab was the floor of the rudimentary dwelling mentioned in the text.</p> <p>Other invasive alien trees occur, including Suriname Cherry (<i>Eugenia</i> sp.), Syringa (<i>Melia azedarach</i>) and Port Jackson Willow (<i>Acacia saligna</i>). The invasive Kikuyu grass (<i>Pennisetum clandestinum</i>) covers the ground.</p> <p>The area under the trees is highly disturbed.</p> <p>One mature Outeniqua Yellowwood tree (<i>Podocarpus falcatus</i>) occurs.</p>	

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<p><b>KLP 6</b></p> <p><b>S 33° 48' 12.1"</b> <b>E 18° 52' 17.1"</b></p>	<p>This waypoint is on the southern boundary of the site. This area is highly disturbed and invaded by exotic grasses (<i>Avena fatua</i>, <i>Pennisetum clandestinum</i>), forming the dominant vegetation together with <i>Eragrostis curvula</i> and <i>Plantago lanceolata</i>.</p> <p>Invasive Port Jackson Willow <i>Acacia saligna</i> is present, as well as a few black wattle saplings (<i>A. mearnsii</i>). Large trees have been felled, most likely <i>A. saligna</i> and <i>A. mearnsii</i>. Invasive Periwinkle (<i>Vinca</i> sp.), a garden escape, also occurs.</p> <p>Some renosterbos (<i>Elytropappus rhinocerotis</i>) is found here and a stand of <i>Stoebe plumosa</i> reflecting disturbance was noted</p> <p>This area is being used by vagrants and is heavily littered.</p>	
<p><b>KLP 7</b></p> <p><b>S 33° 48' 10.4"</b> <b>E 18° 52' 18.1"</b></p>	<p>A little further north of waypoint KLP6, this waypoint is located in a dense stand of black wattle (<i>Acacia mearnsii</i>), Port Jackson Willow (<i>A. saligna</i>) and <i>Stoebe plumosa</i>, with a large amount of litter and excrement.</p> <p>Shrubs recorded include <i>Athanasia trifurcata</i>, <i>Passerina corymbosa</i>, <i>Aspalathus cordata</i>, <i>Helichrysum pandurifolium</i>, <i>Cliffortia juniperina</i>, <i>Osteospermum incanum</i>.</p>	



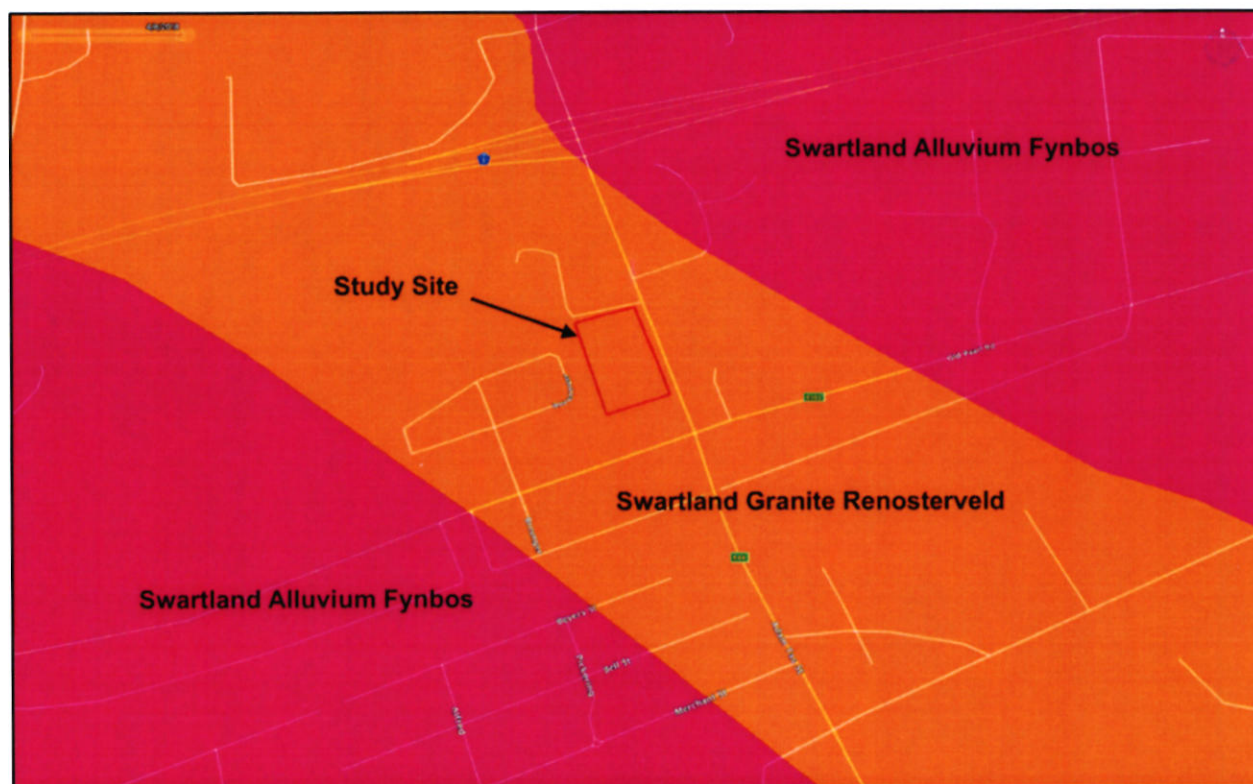
Botanical Assessment: Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) Western Cape Province

<p><b>KLP 8</b></p> <p>S 33° 48' 09.5" E 18° 52' 17.4"</p>	<p>This waypoint is towards the centre of the site where a remnant stand of natural vegetation occurs, dominated by <i>Passerina corymbosa</i> and <i>Athanasia trifurcata</i>. Other major species are <i>Osteospermum incanum</i>, <i>Stoebe plumosa</i> and <i>Aspalathus cordata</i>.</p> <p>The weedy exotic grass <i>Briza minor</i> is present as well.</p>	
<p><b>KLP 9</b></p> <p>S 33° 48' 08.3" E 18° 52' 17.5"</p>	<p>Towards the north-eastern section of the site, this waypoint marks the location of a dense, almost monospecific stand of <i>Athanasia trifurcata</i>.</p> <p>Dense stands of Port Jackson Willow (<i>Acacia saligna</i>) occur both to the north and to the south of this patch.</p>	

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<p><b>KLP 10</b></p> <p><b>S 33° 48' 09.7"</b> <b>E 18° 52' 18.7"</b></p>	<p>At this waypoint a single Pine tree (<i>Pinus radiata</i>) grows along the southern portion of the eastern boundary.</p>	
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**Figure 6.** Portion of the Vegetation Map of South Africa, Lesotho & Swaziland (Mucina *et al.* 2005; SANBI 2012) overlaid on Google Earth™ imagery with the Klapmuts study area outlined in red, within Swartland Granite Renosterveld.

## 7. Conservation Status

The List of Threatened Terrestrial Ecosystems (Government Gazette, 2011) lists Swartland Granite Renosterveld as a CRITICALLY ENDANGERED A1 & D1 vegetation type (or ecosystem). It is thus important that any area that supports this vegetation type should be conserved to achieve conservation targets. However, the opposite is true if the site is transformed. If in the past a site supported a critically endangered vegetation type but no longer does so, it serves no conservation value unless it can be rehabilitated.

The 2017 WCBSP Handbook (Pool-Stanvliet *et al.*, 2017) distinguishes between the various conservation planning categories. Critical Biodiversity Areas are habitats with high biodiversity and ecological value. These include areas that are likely to be in a natural condition (CBA 1) and those that are potentially degraded or represent secondary vegetation (CBA 2). Ecological Support Areas are essential for meeting biodiversity targets. They play an important role in supporting the functioning of Protected Areas or CBAs and are often vital for delivering ecosystem services. A distinction is made between ESAs that are still likely to be functional (i.e. in a natural, near-natural or moderately degraded condition; (ESA 1) and Ecological Support Areas that are severely degraded, or have no natural cover remaining, and therefore require restoration (ESA 2).

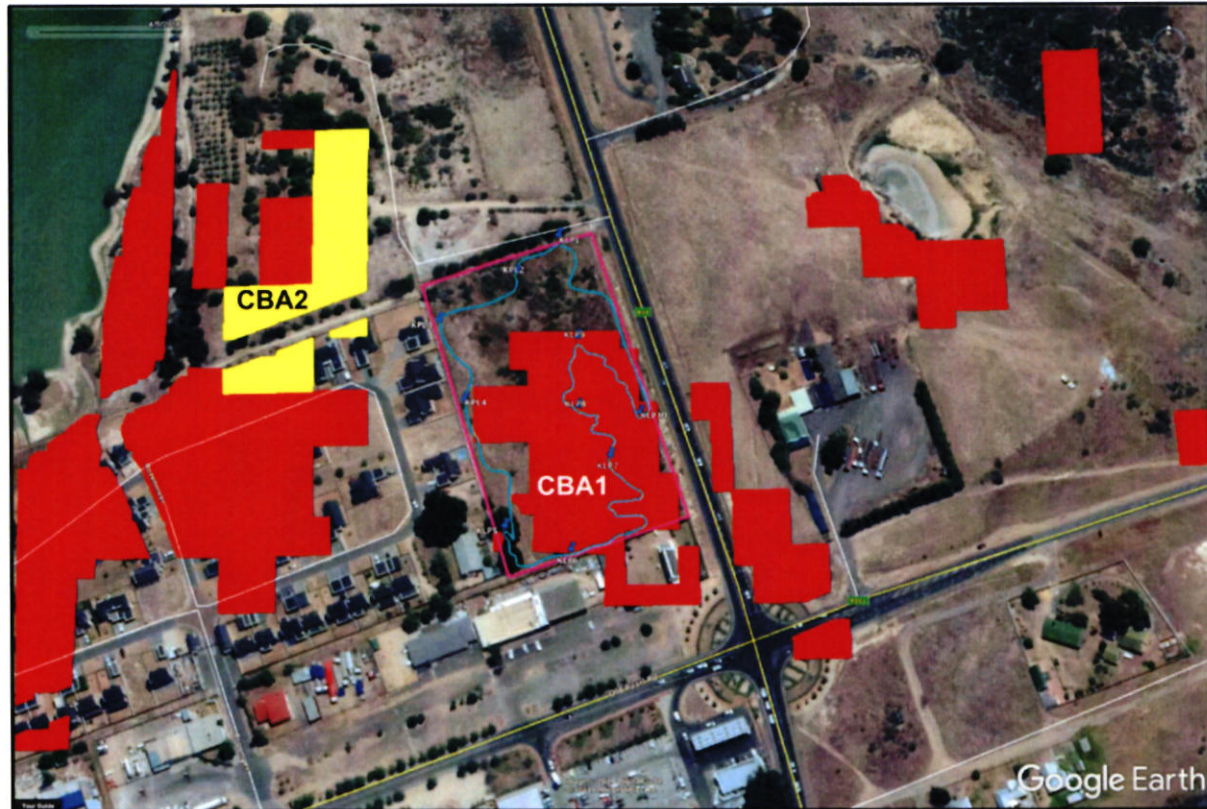
Examination of the Critical Biodiversity Areas map from the 2017 *Western Cape Biodiversity Spatial Plan* (CapeNature, 2017) indicates that the Klapmuts study area is mapped such that approximately two-thirds of the site is classified as a Critical Biodiversity Area 1 (CBA1) (Figure 7). In my opinion this classification and mapping is completely wrong and this assertion is supported by my observations in the field. There is no habitat in the study area that warrants CBA1 status or even CBA2 or ESA1 status.

In addition to the above, the site has VERY LOW botanical sensitivity. It is poorly connected to other areas of Swartland Granite Renosterveld and it is my view that in its current state and given its location it has VERY LOW conservation value. It is in such a poor state that restoration would not be feasible.

The only matter of concern is the presence of large trees, including protected *Podocarpus falcatus* (Outeniqua Yellowwood) which was obviously planted at the former dwelling. This



tree is protected by the National Forests Act 1998 (Act No. 84 of 1998) and a permit would be required for it to be disturbed in any way.



**Figure 7.** WCBSP 2017 map of Critical Biodiversity Areas overlaid on a Google Earth™ aerial image of the study area (pink boundary). Approximately two-thirds of the study area is classified as CBA1.

## **8. Impact Assessment**

The impact assessment is a measure of the impacts likely to occur on the affected environment, specifically the vegetation, ecological processes, important species and habitats. They are considered for (a) the 'No Go' scenario and (b) the direct, indirect and cumulative impacts of the proposed residential development.

### **8.1. 'No Go' or No Development Scenario**

The 'No Go' or no development scenario considers the impact of the site being left without active change. It assumes that there would only be change due to environmental effects and it is a prediction of the future state of the affected area if no construction take place. Impacts relating to the No Go option (e.g. lack of clearing of alien invasive trees) are likely to result in further degradation vegetation and habitat in the study area, notwithstanding that it is already highly degraded. If nothing is done on the site the impact would be **Low Negative** but if the alien vegetation is removed, the negative impact would be marginally less so **Low Positive**.

## **8.2. Direct impacts**

Direct impacts are those that would occur as a direct result of the development of the site. Direct impacts are assessed for the construction and 'No Go' alternatives in Tables 1 and 2 according to the following:

- Loss of vegetation type – including intact vegetation, ecologically important species and species of conservation concern.
- Loss of ecological processes – associated with the loss of intact vegetation, ecologically important species and species of conservation concern.

Loss of vegetation is assessed in relation to the vegetation type and ecological processes. With regard to the proposed development, most of the impact has already occurred by historical transformation. Further loss from the area that has such low ecological condition is likely to result in very little further negative impact. The impact of development of the site is thus rated as **Low Negative** (Table 1).



**Table 1.** Impact and Significance: Loss of vegetation and ecological processes resulting from the proposed development of the site.

CRITERIA	'NO GO' ALTERNATIVE		PROPOSED CONSTRUCTION ACTIVITIES	
	WITHOUT MITIGATION	WITH MITIGATION	WITHOUT MITIGATION	WITH MITIGATION
Loss of vegetation and species				
Extent	Local	Local	Local	Local
Duration	Permanent	Permanent	Permanent	Permanent
Intensity	Low	Medium	Low	Low
Probability of occurrence	High	High	High	High
Confidence	High	High	High	High
Significance	Low negative	Low positive	Low negative	Low negative
Proposed mitigation:				
<b>Nature of Cumulative impact</b>	Loss of Swartland Granite Renosterveld		Loss of Swartland Granite Renosterveld	
Cumulative impact prior to mitigation	Low		Low	
Degree to which impact can be reversed	Low		Very Low	
Degree to which impact may cause irreplaceable loss of resources	Low		Low	
Degree to which impact can be mitigated	Low		Low	
Proposed mitigation	Clearing of alien invasives		Search and rescue of geophytes	
Cumulative impact post mitigation	Low		Low	
Significance of cumulative impact (broad scale) after mitigation	Low		Low	

Ecological processes have already been significantly compromised in the study area. There is low connectivity and the habitat is extremely degraded. The existing vegetation cover still offers cover for birds and mammals and mole-rat activity was noted. However, the overall impression, (added to by the abuse of the site by vagrants), is that the site is ecologically dysfunctional. It would take considerable effort to restore the habitat to its near-natural condition and only then would ecological functions re-activate. Given the isolated location, and consequent lack of connectivity of the site, it would not even be beneficial to be conserved as a 'stepping-stone' site to enhance ecological functionality in a broader context. In short, the site may be described as 'ecologically doomed' with prevailing High Negative impacts in the 'No Go' condition and predicted equally High Negative impacts by any form of development since then ecological processes could never be restored at a local level (Table 2).

**Table 2.** Impact and Significance: Loss of ecological processes resulting from the proposed development

CRITERIA	'NO GO' ALTERNATIVE		PROPOSED DEVELOPMENT	
Loss of ecological processes	WITHOUT MITIGATION	WITH MITIGATION	WITHOUT MITIGATION	WITH MITIGATION
Extent	Local	Local	Local	Local
Duration	Medium-term	Medium-term	Permanent	Permanent
Intensity	High	Medium	High	High
Probability of occurrence	High	High	High	High
Confidence	High	High	High	High
Significance	High negative	Medium negative	High negative	High negative
Proposed mitigation: No mitigation would be possible for loss of ecological processes in the development scenario				
<b>Nature of Cumulative impact</b>		Loss of ecological processes	Loss of ecological processes	
Cumulative impact prior to mitigation		Low	Low	
Degree to which impact can be reversed		Low	Low	
Degree to which impact may cause irreplaceable loss of resources		Low	Low	
Degree to which impact can be mitigated		Low	Low	
Proposed mitigation		Clearing of alien invasives	No mitigation possible	
Cumulative impact post mitigation		Low	Low	
Significance of cumulative impact (broad scale) after mitigation		Low	Low	

### 8.3. Mitigation

Mitigation options are generally considered in terms of the following hierarchy: (1) avoidance, (2) minimization, (3) restoration and (4) offsets. In this instance, there is very little that can be done to change the already extremely poor condition of the study area. Even removal of the alien trees would not enhance the state of the site very much.

The only mitigation that is recommended and that may be feasible would be to conduct Search & Rescue of geophytes. The site is in such poor condition that it would probably be best to remove and relocate geophytes to an existing conservation area where Swartland Granite Renosterveld is found.

### 8.4. Indirect impacts

Indirect impacts are those that do not occur as a direct result of the activity on the site but that occur further away. No indirect impacts were identified in this instance.



### **8.5. Cumulative impacts**

Cumulative impacts are those impacts linked to increased loss of vegetation type or the ecosystems listed in the National List of Threatened Terrestrial Ecosystems (Government Gazette, 2011). Cumulative impacts are assessed as the overall impact of loss of habitat in relation to loss of the same or similar habitat at a local scale due to past, present and future habitat loss. The area at Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) in my view would make no contribution to achieving conservation targets for Swartland Granite Renosterveld. Cumulative impact on this vegetation type at the site are VERY LOW because the site is already transformed.

## **9. Conclusions and recommendations**

- The original vegetation that occurred at Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) was Swartland Granite Renosterveld. This vegetation was historically removed but when that occurred is not known.
- The study area or site is now heavily degraded to the point of being transformed and in my opinion no longer has any botanical or conservation value, except for a few geophytes which should be saved.
- Ecological processes have been severely compromised and they would only become truly functional again if the site were to be restored to near-natural or natural condition. This is unlikely to happen and the isolated, low-connectivity condition of the study area is a major factor working against the usefulness of the site for conservation.
- Approximately two-thirds of the site is classified as CBA1 in the WCBSP 2017. It is my conclusion that this classification is totally erroneous. There is no habitat on the site that justifies this classification. It is not even worthy of CBA2 or ESA1 status.
- Based on ground-truthed observations and taking all ecological and other indicators into consideration, it is my view that the site is suitable for development with no major constraints. There would not be loss of 300 m<sup>2</sup> of indigenous vegetation (Swartland Granite Renosterveld) and therefore Listing Notice 3, Activity 12 of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Environmental Impact Assessment Regulations, 2014, would not be triggered.
- It is recommended that a Search & Rescue operation should be undertaken in the appropriate season to locate and save any surviving geophytes that may occur on the site.

- A permit would be required from the Department of Agriculture, Fisheries and Forestry for disturbance or removal of the yellowwood tree on the site since it is a protected tree.
- Given that the entire site would be developed, an Environmental Management Programme (EMPr) would not be required.
- The development of the site from a botanical perspective is supported.

## 10. References

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Report submitted: 12 April 2018

## Appendix 1: Botanical Assessment Content Requirements of Specialist Reports, as prescribed by Appendix 6 of GN R326

Regulation	Content as required by NEMA	Specialist Report Section/Annexure Reference
1 (1) (a)	Details of- (i) The specialist who prepared the report; and	Cover & Page 1
	(ii) The expertise of that specialist to compile a specialist report, including a CV	Page 1 & Appendix 3
1 (1) (b)	A declaration that the specialist is independent in a form as may be specified by the competent authority	Page 4
1 (1) (c)	An indication of the scope of, and purpose for which, the report is prepared	Page 6
1 (1)(cA)	An indication of the quality and age of base data used for the specialist report	Page 12
1 (1)(cB)	A description of existing impacts on the site, cumulative impacts of the proposed development and levels of acceptable change	Page 28
1 (1) (d)	The duration, date and season of the site investigation and the relevance of the season to the outcome of the assessment	Page 12
1 (1) (e)	A description of the methodology adopted in preparing the report or carrying out the specialised process inclusive of equipment and modelling used	Page 12
1 (1) (f)	Details of an assessment of the specific identified sensitivity of the site related to the proposed activity or activities and its associated structures and infrastructure, inclusive of a site plan identifying site alternatives	Pages 15 & 23
1 (1) (g)	An identification of any areas to be avoided, including buffers	Not applicable
1 (1) (h)	A map superimposing the activity including the associated structures and infrastructure on the environmental sensitivities of the site including areas to be avoided, including buffers	Pages 8, 9 & 10
1 (1) (i)	A description of any assumptions made and any uncertainties or gaps in knowledge	Page 14
1 (1) (j)	A description of the findings and potential implications of such findings on the impact of the proposed activity or activities	Pages 14-- 28
1 (1) (k)	Any mitigation measures for inclusion in the EMPr	Page 27
1 (1) (l)	Any conditions for inclusion in the environmental authorisation	Pages 27 & 28
1 (1) (m)	Any monitoring requirements for inclusion in the EMPr or environmental authorisation	Not applicable
1 (1) (n)	A reasoned opinion- (i) whether the proposed activity, activities or portions thereof should be authorised; and	Page 28
	(iA) regarding the acceptability of the proposed activity or activities; and	Page 28



*Botanical Assessment: Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) Western Cape Province*

<b>Regulation</b>	<b>Content as required by NEMA</b>	<b>Specialist Report Section/Annexure Reference</b>
	(ii) If the opinion is that the proposed activity, activities or portions thereof should be authorised, any avoidance, management and mitigation measures that should be included in the EMPr, and where applicable, the closure plan	Not applicable
1 (1) (o)	A description of any consultation process that was undertaken during the course of preparing the specialist report	Not applicable
1 (1) (p)	A summary and copies of any comments received during any consultation process and where applicable, all responses thereto	Not applicable
1 (1) (q)	Any other information requested by the competent authority	Not applicable

## Appendix 2: Impact Assessment Methodology

The assessment of impacts needs to include the determination of the following:

- The nature of the impact – see Table A.1
- The magnitude (or severity) of the impact – see Table A.2
- The likelihood of the impact occurring - see Table A.2

The degree of confidence in the assessment must also be reflected.

**Table A.1 Impact assessment terminology**

Term	Definition
<i>Impact nature</i>	
<b>Positive</b>	An impact that is considered to represent an improvement on the baseline or introduces a positive change.
<b>Negative</b>	An impact that is considered to represent an adverse change from the baseline, or introduces a new undesirable factor.
<b>Direct impact</b>	Impacts that result from a direct interaction between a planned project activity and the receiving environment/receptors (e.g. between occupation of a site and the pre-existing habitats or between an effluent discharge and receiving water quality).
<b>Indirect impact</b>	Impacts that result from other activities that are encouraged to happen as a consequence of the Project (e.g. in-migration for employment placing a demand on resources).
<b>Cumulative impact</b>	Impacts that act together with other impacts (including those from concurrent or planned future third party activities) to affect the same resources and/or receptors as the Project.

## Assessing significance

There is no statutory definition of '*significance*' and its determination is, therefore, somewhat subjective. However, it is generally accepted that significance is a function of the magnitude of the impact and the likelihood of the impact occurring. The criteria used to determine significance are summarized in *Table 1.2*

**Table A.2 Significance criteria**

<i>Impact magnitude</i>	
<b>Extent</b>	<p><i>On-site</i> – impacts that are limited to the boundaries of the rail reserve, yard or substation site.</p> <p><i>Local</i> – impacts that affect an area in a radius of 20km around the development site.</p> <p><i>Regional</i> – impacts that affect regionally important environmental resources or are experienced at a regional scale as determined by administrative boundaries, habitat type/ecosystem.</p> <p><i>National</i> – impacts that affect nationally important environmental resources or affect an area that is nationally important/ or have macro-economic consequences.</p>
<b>Duration</b>	<p><i>Temporary</i> – impacts are predicted to be of short duration and intermittent/occasional.</p> <p><i>Short-term</i> – impacts that are predicted to last only for the duration of the construction period.</p> <p><i>Long-term</i> – impacts that will continue for the life of the Project, but ceases when the Project stops operating.</p> <p><i>Permanent</i> – impacts that cause a permanent change in the affected receptor or resource (e.g. removal or destruction of ecological habitat) that endures substantially beyond the Project lifetime.</p>
<b>Intensity</b>	BIOPHYSICAL ENVIRONMENT: <i>Intensity can be considered in terms of the sensitivity of the biodiversity receptor (ie. habitats, species or communities).</i>



	<p><b>Negligible</b> – the impact on the environment is not detectable.  <b>Low</b> – the impact affects the environment in such a way that natural functions and processes are not affected.  <b>Medium</b> – where the affected environment is altered but natural functions and processes continue, albeit in a modified way.  <b>High</b> – where natural functions or processes are altered to the extent that it will temporarily or permanently cease.</p> <p><i>Where appropriate, national and/or international standards are to be used as a measure of the impact. Specialist studies should attempt to quantify the magnitude of impacts and outline the rationale used.</i></p> <p>SOCIO-ECONOMIC ENVIRONMENT: <i>Intensity can be considered in terms of the ability of project affected people/communities to adapt to changes brought about by the Project.</i></p> <p><b>Negligible</b> – there is no perceptible change to people's livelihood  <b>Low</b> - People/communities are able to adapt with relative ease and maintain pre-impact livelihoods.  <b>Medium</b> - Able to adapt with some difficulty and maintain pre-impact livelihoods but only with a degree of support.  <b>High</b> - Those affected will not be able to adapt to changes and continue to maintain pre impact livelihoods.</p>
<i>Impact likelihood (Probability)</i>	
<b>Negligible</b>	The impact does not occur.
<b>Low</b>	The impact may possibly occur.
<b>Medium</b>	Impact is likely to occur under most conditions.
<b>High</b>	Impact will definitely occur.

Once a rating is determined for magnitude and likelihood, the following matrix can be used to determine the impact significance.

**Table A.3 Example of significance rating matrix**

SIGNIFICANCE RATING					
	LIKELIHOOD	Negligible	Low	Medium	High
MAGNITUDE	Negligible	Negligible	Negligible	Low	Low
	Low	Negligible	Negligible	Low	Low
	Medium	Negligible	Low	Medium	Medium
	High	Low	Medium	High	High

In Table A.4, the various definitions for significance of an impact is given.

**Table A.4 Significance definitions**

Significance definitions	
<b>Negligible significance</b>	An impact of negligible significance (or an insignificant impact) is where a resource or receptor (including people) will not be affected in any way by a particular activity, or the predicted effect is deemed to be 'negligible' or 'imperceptible' or is indistinguishable from natural background variations.
<b>Minor significance</b>	An impact of minor significance is one where an effect will be experienced, but the impact magnitude is sufficiently small (with and without mitigation) and well within accepted standards, and/or the receptor is of low sensitivity/value.
<b>Moderate significance</b>	An impact of moderate significance is one within accepted limits and standards. The emphasis for moderate impacts is on demonstrating that the impact has been reduced to a level that is as low as reasonably practicable (ALARP). This does not necessarily mean that 'moderate' impacts have to be

*Botanical Assessment: Portion 27 of Groenfontein Annex 716, Paarl (Klapmuts) Western Cape Province*

	reduced to 'minor' impacts, but that moderate impacts are being managed effectively and efficiently.
<b>Major significance</b>	An impact of major significance is one where an accepted limit or standard may be exceeded, or large magnitude impacts occur to highly valued/sensitive resource/receptors. A goal of the EIA process is to get to a position where the Project does not have any major residual impacts, certainly not ones that would endure into the long term or extend over a large area. However, for some aspects there may be major residual impacts after all practicable mitigation options have been exhausted (i.e. ALARP has been applied). An example might be the visual impact of a development. It is then the function of regulators and stakeholders to weigh such negative factors against the positive factors such as employment, in coming to a decision on the Project.

Once the significance of the impact has been determined, it is important to qualify the **degree of confidence** in the assessment. Confidence in the prediction is associated with any uncertainties, for example, where information is insufficient to assess the impact. Degree of confidence can be expressed as low, medium or high.



### **Appendix 3. Curriculum Vitae**

#### **Dr David Jury McDonald Pr.Sci.Nat.**

**Name of Firm:** Bergwind Botanical Surveys & Tours CC. (Independent consultant)

**Work and Home Address:** 14 A Thomson Road, Claremont, 7708

**Tel:** (021) 671-4056 **Mobile:** 082-8764051 **Fax:** 086-517-3806

**E-mail:** [dave@bergwind.co.za](mailto:dave@bergwind.co.za)

**Website:** [www.bergwind.co.za](http://www.bergwind.co.za)

**Profession:** Botanist / Vegetation Ecologist / Consultant / Tour Guide

**Date of Birth:** 7 August 1956

#### **Employment history:**

- 19 years with National Botanical Institute (now SA National Biodiversity Institute) as researcher in vegetation ecology.
- Five years as Deputy Director / Director Botanical & Communication Programmes of the Botanical Society of South Africa
- Twelve years as private independent Botanical Specialist consultant (Bergwind Botanical Surveys & Tours CC)

**Nationality:** South African (ID No. 560807 5018 080)

**Languages:** English (home language) – speak, read and write  
Afrikaans – speak, read and write

#### **Membership in Professional Societies:**

- South Africa Association of Botanists
- International Association for Impact Assessment (SA)
- South African Council for Natural Scientific Professions (**Ecological Science, Registration No. 400094/06**)
- Field Guides Association of Southern Africa

#### **Key Qualifications :**

- Qualified with a M. Sc. (1983) in Botany and a PhD in Botany (Vegetation Ecology) (1995) at the University of Cape Town.
- Research in Cape fynbos ecosystems and more specifically mountain ecosystems.
- From 1995 to 2000 managed the Vegetation Map of South Africa Project (National Botanical Institute)
- Conducted botanical survey work for AfriDev Consultants for the Mohale and Katse Dam projects in Lesotho from 1995 to 2002. A large component of this work was the analysis of data collected by teams of botanists.

- **Director: Botanical & Communication Programmes** of the Botanical Society of South Africa (2000—2005), responsible for communications and publications; involved with conservation advocacy particularly with respect to impacts of development on centres of plant endemism.
- Further tasks involved the day-to-day management of a large non-profit environmental organisation.
- **Independent botanical consultant** (2005 – to present) over 300 projects have been completed related to environmental impact assessments in the Western, Southern and Northern Cape, Karoo and Lesotho. A list of reports (or selected reports for scrutiny) is available on request.

### Higher Education

Degrees obtained  
and major subjects passed:

B.Sc. (1977), University of Natal, Pietermaritzburg  
Botany III  
Entomology II (Third year course)

B.Sc. Hons. (1978) University of Natal, Pietermaritzburg  
Botany (Ecology /Physiology)

M.Sc. - (Botany), University of Cape Town, 1983.  
Thesis title: 'The vegetation of Swartboschkloof,  
Jonkershoek, Cape Province'.

PhD (Botany), University of Cape Town, 1995.  
Thesis title: 'Phytogeography endemism and diversity of  
the fynbos of the southern Langeberg'.

Certificate of Tourism: Guiding (Culture: Local)  
Level: 4 Code: TGC7 (Registered Tour Guide: WC  
2969).

### Employment Record:

January 2006 – present: Independent specialist botanical consultant and tour guide in own  
company: **Bergwind Botanical Surveys & Tours CC**

August 2000 - 2005 : Deputy Director, later Director Botanical & Communication  
Programmes, Botanical Society of South Africa

January 1981 – July 2000 : Research Scientist (Vegetation Ecology) at National  
Botanical Institute

January 1979—Dec 1980 : National Military Service

Further information is available on website: [www.bergwind.co.za](http://www.bergwind.co.za)



# STELLENBOSCH

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## CONVEYANCER CERTIFICATE

I Petrus Johannes Badenhorst LPCM 79012

*(conveyancer's name and surname)*

Practising at:

Laubscher and Hattingh Inc.

1<sup>st</sup> Floor Imperial Terrances, Tyger Waterfront, Bellville

*(firm and place of practice)*

In respect of:

Erf Portion 27 (Portion of Portion 3) of the Farm Groenfontein Annex Nr. 716, in the Stellenbosch Municipality, Division Paarl, Western Cape Province.

In Extent 1,7131 (One comma seven one three one) Hectares. Held by Deed of Transfer T044096/08

*(full property description (erf/farm) as it appear in title deed of same)*

Hereby certify that a search was conducted in the Deeds Registry, regarding the said property (ies) (including both current and earlier title deeds/pivot deeds/ deeds of transfer):

1. Deed of Transfer T 44096/2008 dated 30June 2008
2. Deed of Transfer T 18991/1956



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## A. IDENTITY RESTRICTIVE TITLE CONDITIONS (if any)

Categories		Are there deed restrictions (indicate below)		Title Deed and Clause number if restrictive conditions are found
1.	Use of Land	Y	N✓	
2.	Building Line	Y	N✓	
3.	Height	Y	N✓	
4.	Number of Dwellings	Y	N✓	
5.	Bulk floor Area	Y	N✓	
6.	Coverage/Built upon area	Y	N✓	
7.	Subdivision	Y	N✓	
8.	Servitudes that may be registered over or in favour of the property	Y	N✓	
9.	Other Restrictive Conditions	Y	N✓	





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## B. INDICATED AFFECTED PARTIES AS PER TITLE DEED

*In respect of which it was found that there are no restrictive conditions with reference to Section 33(4) (a, b, or c) of the Land Use Planning By-Law (2015) registered against such property (ies) prohibiting it from being utilised/developed for the following purposes (as elaborated in accompanying application):*

a.	Organ (s) of State the might have an interest in the restrictive condition.	N/A
b.	A person whose rights or legitimate expectations will be affected by the removal/suspension/amendment of a restriction condition.	None
c.	All persons mentioned in the deed for whose benefit the restrictive condition applies	None

## C. PROCESS BY WHICH RELEVANT CONDITIONS WILL BE ADDRESSED – N/A

*(Please tick appropriate box)*

Application in terms of Section 15 of the Stellenbosch Municipal Land Use Planning By-Law (2015)	Notarial Deed of Cancellation (submit Copy of Signed Agreement)	Action by way of court order (Submit Copy of the Court Order)	If Other, Please Specify
--	---	---	--------------------------

Signed at Bellville on 19<sup>th</sup> of October 2020.

Full names and Surname: Petrus Johannes Badenhorst LPCM 79012

Signature:



**PETRUS JOHANNES  
BADENHORST  
LPCM 79012**

<i>Firm Postal Address</i> <b>LAUBSCHER &amp; HATTINGH INGELYF POSBUS 2332 BELLVILLE</b>	<i>Kindly endorse certificate by affixing official stamp here and initial here</i> <b>LAUBSCHER &amp; HATTINGH INC/ING 1st Floor, Imperial Terraces Tyger Waterfront Bellville 7530 Tel: 021 944 2400</b>
---	--

Tel: 021 9442400  
Cell: 082 286 5310

E-mail: [piet@lhattorneys.co.za](mailto:piet@lhattorneys.co.za)

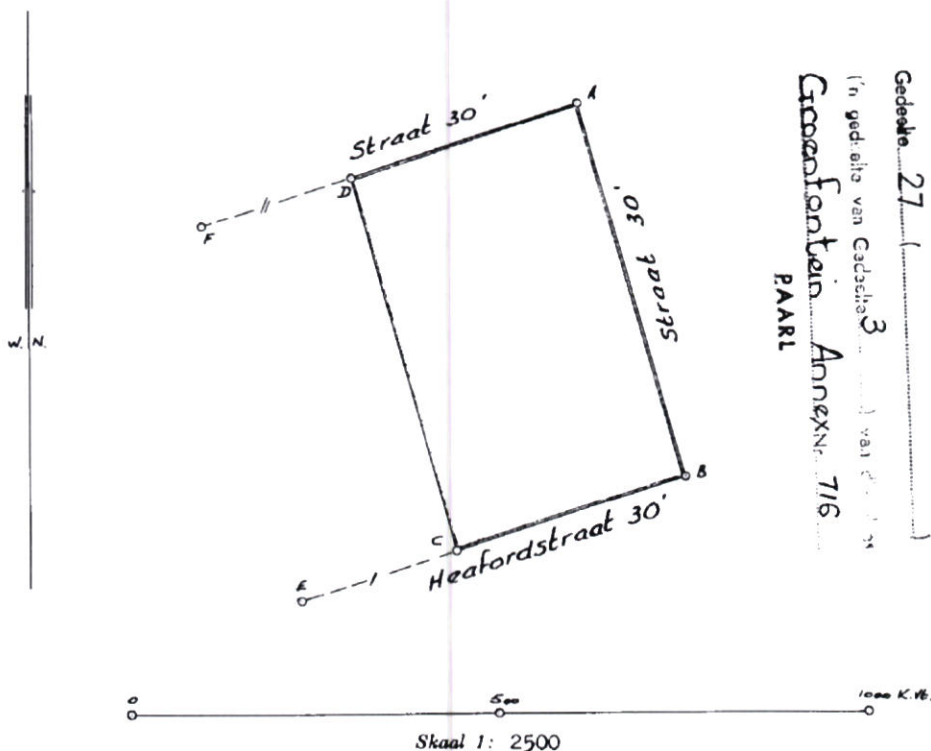
BYE	RIGTINGS- HOEKE	STEISEL L <sup>o</sup> 19 KO-ORDINATE
Kaapse Voet		y z
AB 530.32	Konstant	+37000.0 +11882000.0
BC 326.20	344.24.00	A + 553.74 + 847.06
CD 530.22	71.50.40	B + 411.12 + 1357.84
DA 326.20	164.24.00	C + 721.08 + 1459.48
	251.49.40	D + 863.67 + 948.79
CE 1337.75	71.50.40	E + 1992.23 + 1876.34
DF 1138.36	71.49.40	F + 1945.25 + 1303.82

Goedgekeur.

Landmeter-Generaal.  
15-5-1956

Bakens: A. B. E. F.  
C. D.

Ysterpaal in betonstapel  
 $\frac{7}{8}$ " ysterpen in beton



Die figuur A. B. C. D.

stel voor

2 Morg.

grond, synde

Gedeelte 27 (in gedeelte van gedeelte 3) van die plaas Groenfontein  
~~Gedeelte 1 van die "GLAMUTS STOK PAIR"~~

geleë in die Afdeling

PAARL

Provinsie Kaap die Goeie Hoop

Opgemeet in April, Mei, 1956

deur my

L. S. J. J. J.

Landmeter

Hierdie kaart is geheg aan

T/A 1899/1956

Die oorepronklike kaart is  
No. 239/1915 geheg aan  
Transportakte ged.

30 Sept. 1915

T/A 1915 96 6317

Registrateur van Aktes.

L.G. Lter No. 114-7  
M.S. No. E. 114-7

BH 8BA/252

716/27

A. S. P. G. T. 9463





Pierre Jordaan &lt;activeplanningsolutions@gmail.com&gt;

## The Rezoning and Subdivision of Portion 27 of the Farm 716, Klappmuts

Robert Fooy &lt;Robert.Fooy@ Stellenbosch.gov.za&gt;

30 November 2020 at 09:30

To: Pierre Jordaan &lt;pierre@activeplanning.co.za&gt;

Morning

The item was discussed and in essence is in order.

The only concern raised is the width of the access road and the location of where the access road meets the section of public road at the entrance / exit to Rozenmeer Estate.

I would suggest that this issue is discussed with the Engineers Department prior to submitting this application if not already done.

Tyrone King (Development Co Ordinator)

[Tyrone.King@Stellenbosch.gov.za](mailto:Tyrone.King@Stellenbosch.gov.za)

Tel 021 808 8214

Nigell Winter (Traffic Engineer)

[Nigell.Winter@Stellenbosch.gov.za](mailto:Nigell.Winter@Stellenbosch.gov.za)

Tel 021 808 8202

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**Disclaimer:**

The information contained in this communication from [robert.fooy@Stellenbosch.gov.za](mailto:robert.fooy@Stellenbosch.gov.za) sent at 2020-11-30 09:31:53 is confidential and may be legally privileged. It is intended solely for use by [pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za) and others authorized to receive it. If you are not [pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za) you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by IOCO

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Our head office is at Town House Complex, **Plein Street, Stellenbosch, 7600, South Africa**. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit <https://protect-za.mimecast.com/s/qZHaC0gonDsGZrQASD6Wir?domain=Stellenbosch.gov.za>



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Pierre Jordaan &lt;activeplanningsolutions@gmail.com&gt;

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**Notice of Intent to Develop: Portion 27 of the Farm 716, Klapmuts**

---

**Stephanie Barnardt** <Stephanie.Barnardt@westerncape.gov.za>

21 October 2020 at 12:58

To: Pierre Jordaan &lt;pierre@activeplanning.co.za&gt;

Cc: Willie Wucherpennig &lt;wuchersww@gmail.com&gt;

Good day Pierre

The NID was heard on the 12 October 2020 HOMs meeting, the committee decided that no further studies is required.

Please note that the NID response is with HWC management for signature, I will send it as soon as I receive it. It should be within this week.

Kind regards,

Stephanie-Anne Barnardt

Heritage Officer (Archaeologist)



ILifa leMveli leNtshona Koloni  
Erfenis Wes-Kaap  
Heritage Western Cape

Heritage

Resource Management Services

Heritage Western Cape

3<sup>rd</sup> Floor, Protea Assurance Building

Green Market Square

Cape Town

8001

Email: [stephanie.barnardt@westerncape.gov.za](mailto:stephanie.barnardt@westerncape.gov.za)

---

Website: <https://www.hwc.org.za>



**Stay Safe. Save Lives.**  
**Hlala ukhuselekile. Sindisa ubomi.**  
**Bly veilig. Red lewens.**  
coronavirus.westerncape.gov.za



National hotline: 0800 029 999  
Provincial hotline: 021 928 4102  
WhatsApp "Hi" to 060 012 3456  
Operating 24 hours a day

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**2 attachments**



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46K

ILifa leMveli leNtshona Koloni  
Erfenis Wes-Kaap  
Heritage Western Cape

 **image009.wmz**  
3K

**CONSTITUTION  
OF THE  
DIEMER ESTATE  
HOME OWNERS' ASSOCIATION**



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## 1. DEFINITIONS

In the Constitution and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

- 1.1 'Alienate' shall mean to divest of ownership of an Erf, or part thereof, or share therein, by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency, liquidation, prescription, expropriation or otherwise and 'Alienation' shall have a corresponding meaning.
- 1.2 'Annexures' shall mean the annexures to the Constitution, as may be prepared and amended from time to time, that apply to the Diemer Estate Home Owner's Association that are incorporated into the Constitution including the Rules that regulate conduct on the estate and the annexures set out therein as follows:
  - 1.2.1 the Security Policy contained in Annexure A (to be drafted by Trustees);
  - 1.2.2 the Contractors' Code of Conduct contained in Annexure B (to be drafted by Trustees);
  - 1.2.3 the Building Guidelines as contained in Annexure C (to be drafted by Trustees);
  - 1.2.4 the Rules of the Disciplinary Committee contained in Annexure D (to be drafted by Trustees); and
  - 1.2.5 the Site Development Plan contained in Annexure E (to be approved by Municipality).
- 1.3 'Architect/s' shall mean the architect/s of the Association from time to time.
- 1.4 'Association' shall mean the Diemer Estate Home Owners' Association.
- 1.5 'Auditors' shall mean the auditors of the Association from time to time.
- 1.6 'Budget' shall mean the estimate of income and expenditure of the Association in respect of a financial year.

- 1.7 'Business Day' shall mean a weekday other than a Saturday, Sunday or a Public Holiday officially recognised in the Republic of South Africa.
- 1.8 'Chairperson' shall mean the chairperson of the Association and of the Trustees from time to time.
- 1.9 'Common Property' shall mean Remainder of Portion 27 of the Farm Groenfontein Annex Number 716, in the Stellenbosch Municipality, Division Paarl, Western Cape Province, comprising the private road and private open space in the Development, inclusive of all Services thereon or thereunder.
- 1.10 'Constitution' shall mean this Constitution of the Association, including the Annexures thereto, as may be amended from time to time.
- 1.11 'Design Guidelines' shall mean the architectural and landscaping guidelines of the Association referred to in clause 10 of the Constitution and contained in Annexure A hereto, and as may be amended from time to time.
- 1.12 'Developer' shall mean Exclusive Access Trading (Pty) Ltd (Registration No. 2006/032797/07).
- 1.13 'Development' shall mean the Development known as Diemer Estate resulting from the subdivisions of Erf Portion 27 of the Farm Groenfontein Annex Number 716, in the Stellenbosch Municipality, Division Paarl, Western Cape Province, as per Annexure E.
- 1.14 'Development Management Scheme' shall mean the Development Management Scheme as contemplated in the Municipality's Planning By-Law from time to time.
- 1.15 'Disciplinary Committee' shall mean a committee formed by the Trustees and Members to consider any member violation of the Constitution.
- 1.16 'Electronic Communication' shall have the meaning set out in section 1 of the



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Electronic Communications and Transactions Act.

- 1.17 'Electronic Communications and Transactions Act' shall mean the Electronic Communications and Transactions Act, No. 25 of 2002, as amended from time to time and any regulations made and in force thereunder and includes any substituted legislation.
- 1.18 'Erven' shall mean the Erven in the Development, but excluding the Common Property and 'Erf' shall mean any one of them.
- 1.19 'Financial Institution' shall mean a registered financial institution as defined in section 1 of the Financial Institutions (Protection of Funds) Act.
- 1.20 'Financial Institutions (Protection of Funds) Act' shall mean the Financial Institutions (Protection of Funds) Act, No. 28 of 2001, as amended from time to time and any regulations made and in force thereunder and includes any substituted legislation.
- 1.21 'Improvements' shall mean any buildings or structures constructed or to be constructed on an Erf, including any alterations, additions or attachments to any existing buildings and/or structures on an Erf, and changes to external finishes, material and/or the colour scheme: provided that the a foregoing shall not give rise to any right or expectation to erect any building or structure that is not in accordance with the approvals, the Design Guidelines and/or the plans that have been duly approved in accordance with the requirements of the Constitution.
- 1.22 'Income Tax Act, shall mean the Income Tax Act, No. 58 of 1962 as amended from time to time and any regulations made and in force thereunder and includes any substituted legislation.
- 1.23 'Internal Engineering Service' shall mean the system for the provision of water, electricity, gas, roads or storm water drainage, or collection and removal of solid waste or sewerage, within the Development operated by the Association, but excluding any internal engineering service which may be the responsibility of the

Municipality.

- 1.24 'Invitees' shall mean the family members, guests, visitors, workers, contractors, agents, service providers, or other invitees of Members or Lessees, present in the Development.
- 1.25 'In writing' shall mean written, printed or lithographed or partly one and partly the other, and other modes of representing or producing words in visible form, including Electronic Communication.
- 1.26 'Juristic person' shall mean a company, close corporation, trust or other legal or juristic person.
- 1.27 'Lessee' shall mean the lessee and/or other occupant in respect of a Property in the Development, including the Invitees of the Lessee or other occupant.
- 1.28 'Levies' shall mean the contributions payable by the Members to the Association in terms of clause 13 of the Constitution, including annual levies (ordinary levies) and special levies.
- 1.29 'Local Authority' shall mean the local authority having jurisdiction over the Development.
- 1.30 'Managing Agent' shall mean any person or juristic person appointed by the Association as an independent contractor to undertake any of the administrative functions of the Association.
- 1.31 'Member' shall mean a member of the Association, meaning every registered owner of an Erf. If an owner consists of more than 1 (one) person such persons shall jointly constitute one Member and shall be jointly and severally liable in solidum for all obligations in terms of this Constitution. In the event of a Company, Close Corporation, Club or Trust, (being the registered owner of the erf), the entity shall be the member that may be represented by an individual who is a director, member or

trustee of the entity, and duly authorised to act as such.

- 1.32 'Municipality' shall mean the Stellenbosch Municipality as defined in the Stellenbosch Municipality Land Use Planning By-Law and its successors in title.
- 1.33 'Municipality's Planning By-Law' shall mean the Stellenbosch Municipality Land-Use Planning By-Law, 2015 as may be amended from time to time.
- 1.34 'Ordinary Resolution' shall mean a resolution passed at a general meeting of the Association, whether on a show of hands or on a poll, by an ordinary majority of the total votes represented at such meeting by the Members present in person or by proxy.
- 1.35 'Owner' shall mean the registered owner of an Erf.
- 1.36 'Prime Rate' shall mean the prime bank overdraft rate of interest charged by the Association's bank from time to time and more commonly known as its prime rate (in the case of a dispute, the rate may be certified by any manager or assistant manager of any branch of the said bank whose certificate shall be final and binding on the Members).
- 1.37 'Property' shall mean an Erf together with the Improvements thereon, generically referred to in respect of an Owner.
- 1.38 'Rules' shall mean the Rules, including Conduct Rules, the Trustees may make from time to time referred to in clause 11 of the Constitution and contained in Annexure A hereto.
- 1.39 'Reserve Account' shall mean an investment account that is managed by the Trustees of the Association to provide for future financial expenses that the Association will be responsible for.
- 1.40 'Services' shall mean the Internal Engineering Service, the main electrical



infrastructure, the main security perimeter wall and security infrastructure, and the other Services located within the Common Property or to be rendered in respect of the Association.

- 1.41 'Trustees' shall mean the trustees of the Association collectively from time to time and includes alternate and co-opted Trustees and 'Trustee' shall mean one of them.

## **2. INTERPRETATION**

- 2.1 In the interpretation of the Constitution, unless the context otherwise indicates:

2.1.1 the clause headings are for convenience of reference and shall be disregarded in construing the Constitution;

2.1.2 words importing the singular number shall include the plural and the converse shall also apply;

2.1.3 a reference to any one gender shall include the other genders;

2.1.4 a reference to natural persons shall include juristic persons and the converse shall also apply; and

2.1.5 a reference to 'person' shall include 'juristic person';

2.1.6 words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part of, and in subsequent clauses, bear the meaning assigned to such words and expressions in such sub-clause;

2.1.7 when any number of days is prescribed in the Constitution, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day

which is not a Saturday, Sunday or public holiday;

2.1.8 where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail;

2.1.9 the Annexures to the Constitution shall be deemed to be incorporated in and form part of the Constitution.

2.2 If any provision of the Constitution is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of the Constitution.

2.3 If any provision in a definition in the Constitution is a substantive provision conferring rights or imposing obligations on any of the Members then, notwithstanding that it is only in the definition clause of the Constitution, effect shall be given to it as if it were a substantive provision in the body of the Constitution.

2.4 If any provision in the Design Guidelines or the Rules is in conflict with any provision of the Constitution, the relevant provision of the Constitution shall prevail.

### **3. ESTABLISHMENT OF THE ASSOCIATION**

3.1 The Association will come into existence simultaneously with the first registration of transfer of an Erf from the Developer to a Registered Owner, as contemplated in Section 29(5) of the By-Law.

### **4. STATUS OF THE ASSOCIATION**

4.1 The Association is a juristic person, has perpetual succession and is capable of suing and being sued.

4.2 The Association is established as a non-profit making institution for the purposes and objects set out in the Constitution. The Association shall not be for profit, but for the

collective benefit and mutual interests of its Members.

- 4.3 No part of the income of the Association may be paid or refunded to any Member, except to settle any debt to such Member that the Association may have. No Member in his personal capacity shall have any right, title or interest to or in the funds or assets of the Association which shall vest in and be controlled by the Trustees on behalf of the Members according to the objects of the Association.
- 4.4 The Association has the right to acquire, hold, lease and alienate property, both movable and immovable.
- 4.5 The sole object of the Association is to manage the collective interests common to all its Members, which includes expenditure applicable to the Common Property of the Development and the collection of Levies for which such Members are liable.
- 4.6 The Association is not permitted to distribute its funds to any person other than to a similar association of persons.
- 4.7 On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Income Tax Act.
- 4.8 Funds available for investment may only be invested or re-invested with registered financial institutions as defined in section 1 of the Financial Institutions (Protection of Funds) Act, No. 28 of 2001.
- 4.9 The Association is not or was not knowingly a party to, or does not knowingly permit or has not knowingly permitted itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Income Tax Act or any other Act administered by the Commissioner for the South African Revenue Services.



- 4.10 The Association shall submit annual returns of income tax together with financial statements to the South African Revenue Services or similar relevant government departments as required.
- 4.11 Any amendments to clause 4 of the Constitution must be submitted to the Commissioner for the South African Revenue Services for scrutiny and or further action as the Commissioner may direct.

## **5. OBJECTS OF THE ASSOCIATION**

The objects of the Association are to:

- 5.1 act in accordance with the collective mutual interests of the Members;
- 5.2 control, administer and manage the Common Property, Services and amenities in respect of the Development and the buildings on land under the Association's control for the benefit of all the Members;
- 5.3 take ownership of the Common Property and Internal Engineering Services as may be required;
- 5.4 enforce certain conditions of subdivision approval or management plans listed in the conditions, as may be applicable;
- 5.5 manage, repair, maintain, and improve and, where applicable, to insure the Common Property and all property and facilities belonging to the Association or falling under its control;
- 5.6 manage, repair, maintain, including renewal or upgrading where necessary, the Services serving the Development and the provision and installation of further Services to the Development as may be necessary;

- 5.7 control and maintain the main security perimeter wall in respect of the Development, but excluding the painting of the portions of the security perimeter wall facing private Properties and generally provide a secure environment for the Members by implementing, controlling and enhancing security systems in respect of the Development;
- 5.8 provide for:
- 5.8.1 the establishment of the Association upon the transfer of the first Erf arising from the subdivision or part thereof;
  - 5.8.2 the Association to be a juristic person, to have perpetual succession to be capable of suing and of being sued;
  - 5.8.3 Membership of the Association by the owners of Erven in the Development who shall be jointly liable for the expenditure incurred in connection with the Association;
  - 5.8.4 the recovery of expenditure incurred in connection with the Association from its Members;
  - 5.8.5 where relevant, any further development which must form part of the Association and the procedures for incorporating the development;
  - 5.8.6 the regulation of annual general meetings of the Members;
  - 5.8.7 the prohibition of the transfer of an Erf unless the consent of the Association has been obtained and the grounds upon which such consent may be refused;
  - 5.8.8 arrangements for the transfer of an Erf in the event that the Association ceases to function;

- 5.8.9 the Association's implementation and enforcement of the provisions of clauses 5.8.1 to 5.8.8 of the Constitution;
- 5.9 administer and enforce compliance with the provisions of the Constitution;
- 5.10 provide for the control, administration and management of Design Guidelines for Improvements and landscaping in respect of Erven;
- 5.11 monitor and control improvements and landscaping within the Development;
- 5.12 provide for Rules and policies to control the use and enjoyment of the Common Property and to ensure good standards of conduct by persons in respect of the Development;
- 5.13 enter into agreements as may be necessary to provide amenities and Services for the benefit of the Members and to enter into any agreements in pursuance of the objects of the Association;
- 5.14 establish a fund for expenses of the Association, including provision for a reserve account to provide for future expenses and contingencies and to determine and collect Levies for the purpose of the said fund from the Members;
- 5.15 control the Alienation, transfer, letting and use of Erven within the Development;
- 5.16 take action as deemed necessary by the Trustees in relation to the non-compliance by any Member or Lessee with any provisions of the Constitution and to impose penalties upon Members in respect of contraventions;
- 5.17 promote, advance and protect the interest of Members generally in regard to the Development;
- 5.18 generally do all such things as may be necessary or requisite to give effect to and implement and enforce the objects of the Association and to do all such things



ancillary or incidental to the objects;

## **6. FUNCTIONS AND POWERS OF THE ASSOCIATION**

6.1 The Association shall exercise the powers and perform the functions as set out in the Constitution and such ancillary functions as may be necessary in pursuit of its objects.

6.2 The functions of the Association shall include to:

6.2.1 establish a levy fund of the Association sufficient in the opinion of the Association to meet the expenditure of the Association;

6.2.2 raise and determine levies payable by the Members as contributions to the levy fund;

6.2.3 establish a reserve account of the Association that is sufficient in the opinion of the Association to meet the future expenditure of the Association;

6.2.4 raise and determine reserve account contributions to be included in the Levies payable by the Members as contributions to the reserve account fund;

6.2.5 open and operate an account or accounts with registered South African commercial banks and Financial Institutions;

6.2.6 take up insurance for the Association as may be required including, but not limited to:

6.2.6.1 insure the buildings, improvements, amenities and Services in respect of the Common Property against such risks as the Association may determine;

6.2.6.2 take up public liability insurance in respect of the Common Property and Services;

6.2.6.3 procure a fidelity guarantee; and

6.2.6.4 insure the payment of Levies due by the Members to the Association;

6.2.7 pay the premiums on any policy of insurance affected by it;

6.2.8 repair and maintain the Common Property and Services; and

6.2.9 comply with any notice or order by any competent authority requiring any repair to, or work in respect of, the Common Property and/or Services and to ensure compliance with any law relating to the Common Property and/or Services.

6.3 The powers of the Association shall include the power to:

6.3.1 purchase, hire, or otherwise acquire movable property and to insure, sell, let, or otherwise dispose of movable property;

6.3.2 control and maintain the Common Property and to establish on the Common Property such Services, improvements, amenities, lawns or gardens as may be required and to register servitudes;

6.3.3 apply for licenses and other rights enabling the Association to deal with its property in any lawful manner;

6.3.4 add to, amend, repeal or substitute the provisions of the Constitution and the Annexures hereto from time to time, based on any requirement or need that may arise in future in order to address the purposes of the Association in accordance with the provisions of clause 44 the Constitution;

6.3.5 sell and cede any obligation due to the Association, including but not limited

to claims for levies, contributions, charges, penalties and fees, and to agree to the terms of such transactions;

6.3.6 donate moneys subject to such donation being to the benefit of the Association .

6.3.7 invest surplus moneys of the levy and reserve account fund;

6.3.8 employ, dismiss and remunerate employees and professional advisors and to establish and contribute to pension-, provident-, medical aid and other similar funds for the benefit of its employees;

6.3.9 appoint such agents or contractors as it deems fit;

6.3.10 sue and be sued in the name of the Association and to obtain the services of attorneys and advocates or any other professional person for the aforementioned purpose;

6.3.11 enter into agreements for the supply of Services, equipment or property to the Development;

6.3.12 enter into any agreement necessary to achieve the objects of the Association or to further the interest of the Association;

6.3.13 recover by legal process any levies or moneys due by Members or former Members to the Association;

6.3.14 impose upon Members penalties in respect of contraventions of the provisions of the Constitution and to recover such reasonable penalties (that are commensurate with the violation) from its Members or former Members by legal process; and

6.3.15 do all things necessary or required to achieve the objects of the Association,



and to further and promote the interests of Members and to implement and enforce the powers conferred on the Association in terms of the Constitution.

## **7. MEMBERSHIP OF THE ASSOCIATION**

- 7.1 The Association shall have as its Members every registered owner of an Erf in the Development. Membership of the Association shall be automatic and compulsory for every registered owner of an Erf and such membership shall commence simultaneously with registration of transfer of such Erf into the name of the transferee in the Deeds Office. When a Member ceases to be the registered owner of an erf, he shall automatically cease to be a Member of the Association.
- 7.2 In the event of co-ownership of an Erf, all the co-owners of the Erf shall be deemed jointly and severally to be one Member of the Association.
- 7.3 Where any person is the registered owner of more than one erf, such person shall be regarded as a Member, and shall have the rights and obligations of a Member, in respect of each Erf registered in such person's name.

## **8. OBLIGATIONS OF MEMBERS**

- 8.1 Every Member is obliged to comply with:
- 8.1.1 the provisions of the Constitution, the Design Guidelines and the Rules;
  - 8.1.2 Any directive given or resolution passed by the Association and/or the Trustees in implementing or enforcing the provisions of the Constitution.
  - 8.1.3 Any regulation passed by the Association or the Trustees in enforcing the provisions of the Constitution.
- 8.2 A Member may not resign from the Association.

- 8.3 Members shall be jointly liable for reasonable expenditure incurred in connection with the Association according to the provisions of the Constitution. The Association shall recover expenditure incurred in connection with the Association from its Members in the form of levies in accordance with the provisions of the Constitution.
- 8.4 A Member shall not be entitled to alienate his Erf or apply to the Registrar of Deeds, Cape Town, for the registration of transfer of his Erf, without the prior written consent of the Trustees having been obtained, which consent may, subject to the conditions contained in clause 8.6, not unreasonably be withheld.
- 8.5 The Association may refuse such written consent in terms of clause 8.4 above if:
- 8.5.1 the levies and other amounts due to the Association in respect of the Erf have not been paid or payment thereof has not been secured to the satisfaction of the Trustees, or
  - 8.5.2 the Member is substantially in breach of provision of the Constitution to an extent reasonably justifying the withholding of such consent, or
  - 8.5.3 the Member has constructed a building or development that exceeds the maximum Floor Space approved by the Municipality or which is not in compliance with the Development Management Scheme.
- 8.6 The written consent referred to in clause 8.5 above may be signed by the Chairperson or by a Trustee or by the Managing Agent duly authorised thereto. The Trustees may determine a reasonable fee to be charged for the issuing of the written consent.
- 8.7 No Member shall apply to the Municipality for the rezoning, subdivision, consent, use, departure or any other amendment of any condition of approval relating to his Property in terms of any law governing development rights or use rights with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use his Property for any purpose other than the permitted use applicable

upon establishment of the Development without the prior written consent of the Trustees and the Municipality and subject to compliance with the conditions imposed by the Trustees and the Municipality.

- 8.8 The Constitution and the duties of a Member in relation to the use, occupation and enjoyment of his Property and the use and enjoyment of the Common Property shall be binding on all Members and Lessees. It shall be the duty of a Member to ensure compliance with the provisions of the Constitution by his Invitees and the Lessees of his Property. Members shall ensure that their lease agreements incorporate provisions to the effect that the Lessee shall be obliged to comply with the provisions of the Constitution, and that a breach of the provisions of the Constitution by the Lessee shall constitute a breach of the lease agreement, which will entitle the Owner (lessor) to terminate the lease agreement by written notice.
- 8.9 All Lessees and invitees shall be obliged to comply with the provisions of the Constitution, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 8.10 Occupation and use of a Property in the Development shall, at all times, be in compliance with the Development Management Scheme. No Member or Lessee shall use any Property or building or allow any other person to use such Property or building for any purpose not permitted by the Development Management Scheme. No building may be occupied which has not been approved of by the Trustees as being complete and compliant with the provisions of the Design Guidelines. No business may be conducted from a Property in the Development, necessitating employees, clients and/or customers entering the Development.
- 8.11 In the event of a lessee or invitee of a member causing damage to common property, the member concerned shall cooperate with the Association in any form of action taken by the Association in order to recover any damages which the Association may have suffered as a result thereof.
- 8.12 A Member shall:



- 8.12.1 maintain his Erf and Improvements in a state of good repair and in a clean and neat condition, in compliance with the Design Guidelines;
  - 8.12.2 establish and maintain a garden in respect of his Erf according to a standard acceptable to the Trustees and shall maintain the road verge bordering his Erf in a clean and neat condition;
  - 8.12.3 maintain the boundary walls in respect of his Erf inclusive of regular painting thereof, and including the painting of the portions of the security perimeter wall in respect of the Development facing his Erf.
- 8.13 If a Member fails to maintain his Erf and improvements, garden, or road verge bordering his erf, or the external and boundary walling in respect of his Erf in terms of clause 8.12 above and any such failure persists, a process will be initiated to remedy the violation as set out in the Disciplinary Policy of the Association that is incorporated into this Constitution. Costs incurred by the Association in relation to such process shall be due and payable by the Member upon demand and, failing which, the costs may be added to the Member's levy statement and the costs may be recovered from the Member in the same manner as applies to arrear levies, together with interest at the rate applicable to levies.
- 8.14 Every Member shall:
- 8.14.1 ensure that the existing colour scheme conforms to the colour standards set by the Trustees in respect of his Property and any change thereof must be approved in terms of clause 9 of this Constitution;
  - 8.14.2 adhere strictly to the terms of servitudes in respect of his Property, if applicable;
  - 8.14.3 permit access to any Services or to the security perimeter by persons authorised in writing by the Association; and

8.14.4 not erect any Improvement or structure over the Services.

8.15 A Member, lessee, invitee or any other person shall not cause any form of disturbance or nuisance on or in any property forming part of the estate and any such conduct shall be subject the disciplinary powers invested in the Association.

8.16 A Member shall not erect or permit the erection of any advertising boards on any Erf without the written approval of the Trustees. A Member shall not during the construction of Improvements, permit the erection of more than one (1) advertising board on an Erf and such permitted board shall not have a surface area exceeding 1 (one) square metre and shall be removed immediately upon conclusion of the building contract for the Improvements.

8.17 A Member shall procure adequate insurance in respect of the improvements to his Erf, and, if requested by the Trustees, shall furnish proof of such insurance to them. In the event of the total- or partial destruction of an improvement, the Member must, within a reasonable time period, reinstate the Improvements in accordance with the Design Guidelines and in accordance with building plans to be approved by the Trustees.

## **9. IMPROVEMENTS AND LANDSCAPING BY MEMBERS**

9.1 No Member may commence with the construction of an improvement in respect of his Erf or of any other item included in the Design Guidelines without the written approval of the Trustees, and without the approval of the building plans in respect of the Improvements by the Trustees and by the Municipality.

9.2 Subject to clause 9.3 below, the Trustees will only approve the building plans in respect of improvements if they are satisfied that the proposed improvements comply with the Design Guidelines for the purpose of which the Trustees shall be the sole arbitrator and their decision shall be final and binding on the Member. The Trustees may submit the building plans to an Architect appointed by them for his scrutiny and

advice.

9.3 To obtain the written approval of the Trustees in terms of clause 9.1 above a Member shall:

9.3.1 apply to the Trustees in writing;

9.3.2 where applicable, submit building plans, and such additional documents as may be required, to the Trustees for examination and approval; and

9.3.3 pay a reasonable scrutiny fee and any further charges payable to the Architect and other costs incurred by the Trustees.

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

9.5 Once the Trustees have approved the building plans, the Member shall submit the building plans to the Municipality for approval.

9.6 Having obtained the approval of the Municipality, the Member shall:

9.6.1 pay the building deposit as required by the Trustees from time to time; and

9.6.2 comply with all terms, conditions and changes required by the Trustees and the conditions and standards imposed by the Municipality insofar as these may be additional to the requirements of the Design Guidelines read with the building plans.

9.7 Any dispute relating to the Design Guidelines and/or proposed improvements may be referred to the Association's Disciplinary Committee (constituted as set out in Annexure D hereto) which shall be supplemented by a member with legal qualifications (if necessary). The Disciplinary Committee will consult an independent architect agreed to by the parties to the dispute who shall act as an expert. The



Disciplinary Committee is authorised to act as an arbitrating body to resolve the dispute. The decision of the Disciplinary Committee will be binding on the parties to the dispute.

- 9.8 In the event of any Improvements being erected in contravention of the building plans or the Design Guidelines, the Trustees shall be entitled to do whatever is necessary to rectify the contravention, that shall include the right to obtain a Court Order rectifying such contravention in which event the Member shall be liable to pay the costs occasioned by such legal action on a scale of Attorney and own client.
- 9.9 No Member or Lessee shall erect any fence or wall or any other structure on an Erf or remove same without the prior written consent of the Trustees.
- 9.10 All landscaping and Improvements shall be of approved design and sound construction and shall comply with the provisions of the Design Guidelines.
- 9.11 Each Member shall, when applying to the Trustees for their approval in terms of clause 9.1 above, pay a building deposit to the Association, in the amount determined by the Trustees from time to time, which amount shall be retained by the Association until completion of construction to the satisfaction of the Trustees.
- 9.12 Upon completion of construction, the Trustees shall, if they are satisfied that no damage has been caused by the Member or his contractors to the Common Property, and that the Improvements were constructed in accordance with the approved building plans, release the building deposit to the Member, excluding any interest thereon which will accrue to the Association.
- 9.13 In the event of Improvements not complying with the building plans and/or damages having been caused to the Common Property, the Trustees shall by written notice inform the Member that the building deposit shall be retained until the Improvements have been rectified and/or the damages have been repaired to their satisfaction and/or that the building deposit will be utilised by the Association to repair the damages.

**10. DESIGN GUIDELINES**

10.1 The Trustees may amend the Design Guidelines from time to time subject to the directions given or restrictions imposed by the Members at a general meeting of the Association.

10.2 The Design Guidelines may include provisions governing:

10.2.1 the architectural design and standard of Improvements, and aesthetic requirements, and the material to be used, in respect of Improvements;

10.2.2 the relationship of Improvements to adjacent Common Property;

10.2.3 the maintenance of Improvements;

10.2.4 building activities within the Development; and

10.2.5 landscaping within the Development.

10.3 Having regard to the contents of the Design Guidelines, the Trustees shall have the power to:

10.3.1 administer the Design Guidelines;

10.3.2 perform such acts as are necessary to accomplish the purposes expressed or implied in the Constitution, including but not limited to:

10.3.2.1 the examination and approval of building plans for the construction of Improvements; and

10.3.2.2 the evaluation of landscaping proposals;

- 10.3.3 appoint an Architect and such advisors as may be necessary with such powers and duties as may be delegated by the Trustees;
  - 10.3.4 impose a scrutiny fee on the Members as may be required by the Architect to scrutinise the building plans and such other further charges as may be necessary to consult with professionals; and
  - 10.3.5 require a building deposit from the Members.
- 10.4 Subject to the directions given or restrictions imposed by the Members at general meetings, the Design Guidelines may be added to, amended, substituted, or repealed from time to time by a resolution of the Trustees, provided that:
- 10.4.1 the Design Guidelines shall not introduce more restrictive development rules or land uses than provided in the Development Management Scheme;
  - 10.4.2 in the event of the provisions of the Design Guidelines being amended or added to and such amendment or addition materially affects any further development of Erven the Trustees shall by written notice inform all Members of the amendment to the Design Guidelines; and
  - 10.4.3 the amended Design Guidelines shall be lodged with the Municipality.

## **11. RULES**

- 11.1 The Trustees may formulate and issue and amend Rules from time to time, subject to the directions given or restrictions imposed by the Members at general meetings of the Association.
- 11.2 The Rules may include:
- 11.2.1 the use and enjoyment of Properties, and restrictions on the use and enjoyment thereof;



11.2.2 the use and enjoyment of the Common Property and amenities of the Development, and restrictions on the use and enjoyment thereof;

11.2.3 the conduct of persons generally within the Development, and to prevent a nuisance to owners and lessees;

11.2.4 requirements and conditions relating to the keeping of pets on Properties;

11.2.5 the appearance of improvements and landscaping;

11.2.6 the letting of Properties;

11.2.7 the security measures applicable to the Development;

11.2.8 the control of traffic and parking in the Development;

11.2.9 refuse disposal and prohibiting littering;

and generally any other provisions in furtherance and promotion of the objects of the Association or which would be to the benefit of the Association and the Members.

11.3 The Trustees may formulate and issue and amend the Rules from time to time, subject to the directions given or restrictions imposed by the Members at general meetings of the Association. The Members shall be bound by the Rules.

11.4 Rules may be formulated, issued and amended from time to time for the following purposes:

11.4.1 as to the resolution of disputes generally;

11.4.2 for the furtherance and promotion of the objects of the Association and for the better management of the affairs of the Association;

- 11.4.3 for setting out processes and procedures relating to conducting disciplinary processes against members who transgress the conduct rules and regulatory measures formulated in terms of the Constitution;
- 11.4.4 for the advancement of the interests of Members;
- 11.4.5 for the conduct of Trustees at meetings of the Trustees and general meetings of the Association; and
- 11.4.6 to assist it in administering and governing its activities generally.

## **12. LEVY FUND AND BUDGET**

- 12.1 The Trustees shall establish and maintain a levy fund for the purpose of meeting all expenses of the Association for the control, management and administration of the common property and the services and amenities in respect of the Development and for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association and its affairs.
- 12.2 The Trustees shall estimate the amount which will be required by the Association to meet its expenses during each financial year. Any deficiency incurred during the preceding financial year, and an estimate of an amount to be held in reserve to meet anticipated future expenditure not of an annual nature, shall be taken into consideration in determination of the levy.
- 12.3 The Trustees shall at least one (1) month before the end of each financial year, prepare and finalise the budget of the Association for the ensuing financial year. The budget and the levy proposed for the next financial year shall be tabled at the annual general meeting for the consideration of the Members.
- 12.4 The trustees shall maintain a reserve account to provide for foreseeable future financial expenses that the Association will be responsible for. The level of such a

reserve account will be directed by the members at the Annual General Meeting . Trustees will take such a provision to build up the reserve account into account when determining the levy for the next financial year.

### **13. DETERMINATION OF LEVIES**

- 13.1 Before the end of each financial year, the Trustees shall determine the annual levies due by the Members for the ensuing financial year by apportioning the budget to Members as annual levies equally in respect of every erf in the Development. The annual levy may include a contribution to the Reserve Account to cover foreseeable future expenses that the Association will be responsible for. The Trustees shall, by making a resolution to such effect, determine the annual levies due by the Members.
- 13.2 The annual levies determined in terms of clause 13.1 shall become effective or due from the date of passing of the Trustees' resolution. The annual levies shall be paid in equal monthly instalments over a period of twelve (12) months, monthly in advance, on or before the 1st (first) day of every succeeding month of the financial year. If any Member defaults in the payment of any monthly instalment, the balance of the annual levy due by the Member in respect of the financial year shall become immediately payable.
- 13.3 Notwithstanding the general principles applicable to the apportionment of the Levies as stipulated in clause 13.1, the Trustees shall be entitled to recover a contribution from a Member toward water and sewerage, in accordance with his water meter reading and toward refuse disposal, in accordance with the apportionment made by the Municipality.
- 13.4 Where payment of any debt due by a Member is made by way of cheque or debit order, and such cheque is referred to drawer for any reason whatsoever, and/or if such debit order is unpaid for any reason whatsoever, the Trustees shall be entitled, in their sole discretion, to levy reasonable administration charge in respect of each such occurrence in an amount to be determined by the Trustees from time to time.



- 13.5 The Trustees may, from time to time, impose special levies upon Members in respect of all expenses, which have not been included in the budget, provided they shall first obtain the authorisation of the Members by ordinary resolution. Special levies shall become due from the date of passing of the Trustees' resolution and shall be apportioned to Members in accordance with clause 13.1 above. Special levies shall be payable in one sum or in such instalments and at such time or times as the Trustees shall determine.
- 13.6 Upon taking transfer of an erf, the new Member shall become liable to the Association for the payment of the Levies in respect of the erf. No Member shall be entitled to transfer his erf until the Trustees have certified that the Member has, at the date of transfer, paid all amounts owing by him to the Association, or has made provision for such payment to the satisfaction of the Trustees.
- 13.7 Liability for the payment of Levies to the Association shall vest in the owners of erven. Where any erf is owned by more than one person, all the registered owners of that erf shall be jointly and severally liable for the due performance of any obligation to the Association.
- 13.8 If a Member fails to pay his levies in full to the Association on the due date, the Association may institute an action for the recovery thereof in any competent court.
- 13.9 Members shall be liable for payment of interest on arrear levies and outstanding amounts at the prime rate plus six percent (6%). Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment, both days inclusive.
- 13.10 A Member shall be liable for and shall pay all costs, including all legal costs on the scale as between attorney and own client together with collection commission, advocates' fees, administrative costs and all other expenses and charges, incurred by the Association in obtaining recovery of arrear levies, penalties, damage or other amounts due to the Association, or in enforcing compliance with the provisions of the Constitution. Such costs and expenses may be added to the owner's levy account and

recovered in the same manner as applies to arrear Levies, together with interest at the rate applicable to levies.

- 13.11 All moneys received from a Member towards his levy account, shall be apportioned firstly towards interest, then towards legal- and other administrative costs, and then towards levies or other service charges.

#### **14. THE TRUSTEES OF THE ASSOCIATION**

- 14.1 The Trustees shall be elected at each annual general meeting of the Association by Ordinary Resolution. The Association may from time to time determine the number of Trustees at the annual general meeting, provided that there shall be at least three (3) Trustees.

- 14.2 A Trustee shall be an individual and needs to be a Member of the Association, and may include duly authorised representatives of Members who are juristic persons.

- 14.3 A Trustee shall, by accepting his appointment as such, be deemed to have agreed to be bound by the provisions of the Constitution and shall at all times act in good faith in the interest of the Association.

- 14.4 Subject to the provisions of clause 14.5, each Trustee shall continue to hold office until the next annual general meeting of the Association following his appointment, at which meeting each Trustee shall be deemed to have retired from office as such but will be eligible for re-election.

- 14.5 A Trustee shall be deemed to have vacated his office as such upon:

14.5.1 his estate being sequestrated, whether provisionally or finally or upon his surrendering his estate;

14.5.2 his making any arrangement or compromise with his creditors;

- 14.5.3 his conviction for any offence involving dishonesty;
- 14.5.4 his becoming of unsound mind or being found mentally handicapped;
- 14.5.5 his resigning from such office in writing;
- 14.5.6 his death;
- 14.5.7 him not meeting the requirements of being director of a company in terms of the Companies Act
- 14.5.8 his being removed from office by an Ordinary Resolution of the Members; or
- 14.5.9 his being in arrears with his Levies or any other amounts due to the Association for one (1) month, or more.

**14.5.10 his fellow Trustees having had a vote of no confidence in him.**

- 14.6 Notwithstanding the fact that a Trustee shall be deemed to have vacated his office as provided in clause 14.5, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he is no longer a Trustee has been recorded in the minutes of the meeting of the Trustees.
- 14.7 Should the office of a Trustee fall vacant prior to an annual general meeting, the vacancy in question may be filled by the remaining Trustees. The person so appointed shall hold office until the next annual general meeting following his appointment.
- 14.8 Within seven (7) days of the holding of each annual general meeting of the Association, the Trustees shall meet and shall elect from their own number the Chairperson who shall hold office until the annual general meeting held next after his appointment, provided that the office of Chairperson shall automatically be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. In the event of any vacancy occurring in the office of Chairperson, the Trustees shall



meet as soon as reasonably possible to appoint one of their number as a replacement in such office.

14.9 Save as otherwise provided in the Constitution, the Chairperson shall preside at all meetings of the Trustees and at all general meetings of the Association and shall perform all duties incidental to the office of Chairperson and such other duties as may be prescribed by a resolution of the Trustees or by an ordinary resolution of the Members.

14.10 The Chairperson may allow or refuse to allow guests to speak at any meetings of the Trustees and general meetings of the Association. A Member or the duly authorized representative of a Member or the spouse of a Member (who is also a Member) must be allowed to speak at any general meeting of the Association, subject to the discretion of the Chairperson as regard to time constraints and the order of the meeting.

14.11 Members and duly authorized representatives (i.e. Directors, Members or Trustees) of Members that are juristic persons may attend Trustees' meetings and may speak on any matter on the agenda, but they are not entitled to propose any motion or to vote; provided that such persons are not entitled to attend those parts of Trustee meetings that deal with —

14.11.1 discussions of contraventions of the Constitution; or

14.11.2 any other matters in respect of which the Trustees resolve that the presence of any such persons would unreasonably interfere with the interests of the Association or any person's privacy.

## **15. FUNCTIONS, POWERS AND DUTIES OF THE TRUSTEES**

15.1 The functions, powers and duties of the Association shall, subject to the provisions of the Constitution and to any directions given or restrictions imposed by ordinary

resolution at general meetings, be performed and exercised by the Trustees.

- 15.2 Without detracting from the scope of the additional duties specified in the Constitution, the Trustees shall perform the functions referred to in clause 6.2 of the Constitution.
- 15.3 The Trustees shall do all things reasonably necessary for the control, management and administration of the Development in terms of the powers conferred upon the Association by clause 6.3 of the Constitution.
- 15.4 The Trustees shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 15.5 All Trustees must disclose any conflict of interest that they may have in relation to the Association.
- 15.6 The Trustees shall have the right to co-opt any member as a Trustee. A co-opted Trustee shall enjoy all the powers and be subject to all the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next annual general meeting.
- 15.7 The Trustees shall do all things reasonably necessary for the enforcement of the Constitution. The Trustees may, should they so decide, investigate any suspected or alleged breach by any Member or Lessee of the Constitution in such reasonable manner as they shall decide from time to time.
- 15.8 Without in any way limiting the powers granted the powers of the Trustees shall include:
- 15.8.1 to appoint for and on behalf of the Association, such agents and employees as they deem fit in connection with the control, management and administration of the Development and common property and the exercise and performance of any of the powers and duties of the Association;

- 15.8.2 the determination of what constitutes appropriate standards for residential living, in compliance with the Rules;
- 15.8.3 the determination of what constitutes appropriate standards for Improvements and landscaping in compliance with the Design Guidelines;
- 15.8.4 to require any Member, who shall be obliged, to repaint or renovate his property if in the reasonable opinion of the Trustees such property requires essential repairs or have become dilapidated;
- 15.8.5 entering into agreements with third parties on behalf of the Association for any purpose of the Association;
- 15.8.6 form a disciplinary committee from the existing trustees and members to conduct disciplinary hearings of members in relation to violations relating to any provision of the Constitution or Rules with the power to prescribe the process that should be followed to resolve a dispute with a member including the power to impose a fine for such a transgression.
- 15.8.7 regulate relations between members themselves, between members and the Association;
- 15.8.8 delegate to one or more Trustees such of their powers and duties as they deem fit and at any time to revoke such delegation;
- 15.8.9 form committees for the performance of designated tasks on behalf of the Trustees;
- 15.8.10 institute, conduct, defend, compound or abandon any legal proceedings by or against the Association or otherwise concerning the affairs of the Association and agree to time and terms for payment or satisfaction of any debts due or of any claims or demands made by or against the Association;



15.8.11 impose, upon members, penalties for contraventions by members or their Invitees or lessee or the invitees of the lessee of any provision contained in the Constitution and to recover, by legal action or otherwise, such penalties from its members or former members; and

15.8.12 generally do all acts and deeds as might be required necessary, conducive, ancillary or incidental to the attainment or furtherance of the objects and powers of the Association.

15.9 Each Trustee shall stand in a fiduciary relationship to the Association. A Trustee shall be disqualified from voting at a meeting of the Trustees in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute with the Association by virtue of any interest he may have therein.

15.10 No agreement concluded on behalf of the Association shall be valid and binding unless it is signed by one (1) Trustee specifically appointed as authorised signatory in terms of a resolution of the Trustees.

15.11 Trustees shall be entitled to be repaid all reasonable expenses incurred by them in or about the performance of their duties as Trustees and/or as Chairperson, as the case may be, in good faith. Unless otherwise determined by an ordinary resolution, Trustees shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties. No Trustee shall be capable of being employed by the Association in such Trustee's professional capacity.

15.12 Trustees may not make loans on behalf of the Association to Members or to themselves.

## **16. PROCEEDINGS OF THE TRUSTEES**

16.1 The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of the Constitution.

- 16.2 Meetings of the Trustees shall be held at least once every three (3) months, whenever reasonably required.
- 16.3 The Chairperson may at any time call a Trustee meeting by giving all other Trustees not less than seven (7) days' written notice of the time and place of the meeting and by setting out an agenda for the meeting, provided that:
- 16.3.1 in cases of urgency, such shorter notice as is reasonable in the circumstances may be given; and
- 16.3.2 notice need not be given to any Trustee who is absent from the Republic of South Africa.
- 16.4 A Trustee may, provided that he has the support in writing of one (1) other Trustee, at any time call a Trustee meeting by giving all other Trustees not less than seven (7) days' written notice of the time and place of the meeting and by setting out an agenda for the meeting, provided that:
- 16.4.1 in cases of urgency, such shorter notice as is reasonable in the circumstances may be given; and
- 16.4.2 notice need not be given to any Trustee who is absent from the Republic of South Africa.
- 16.5 It is sufficient if the notice is transmitted electronically directly to the Trustees in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 16.6 The quorum necessary for the holding of any meeting of the Trustees shall be fifty percent (50%) of the Trustees present personally, with a minimum of two (2) Trustees. If no quorum is present within fifteen (15) minutes after the time for commencement of the Trustee meeting, then it shall stand adjourned for the same time and place on

the following business day and, if at such adjourned meeting of the Trustees, a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the Trustees then present, with a minimum of two (2) Trustees, shall be a quorum.

- 16.7 Any resolution of the Trustees shall be carried by an ordinary majority of all votes cast and each Trustee shall have one (1) vote. In the case of an equality of votes for and against a resolution, the Chairperson shall have a second or casting vote.
- 16.8 The Chairperson shall preside as such at all meetings of the Trustees provided that, should at any meeting of the Trustees, the Chairperson not be present within fifteen (15) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 16.9 The Trustees shall:
- 16.9.1 ensure that minutes are taken of every meeting of the Trustees, although not necessarily word for word, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall after being approved by the Trustees be certified as correct by the Chairperson of the meeting;
  - 16.9.2 cause the minutes of meetings of the Trustees to be kept in perpetuity; and
  - 16.9.3 on the written application of a Member, the Trustees shall make minutes of their proceedings available for inspection by or on behalf of the applicant, during reasonable hours on business days and/or furnish them with the copies as may be required, against payment of the requisite reasonable charges to defray incurred expenses.
- 16.10 All resolutions recorded in the minutes of any meeting of the Trustees shall be valid and of full force and effect as therein recorded with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of



the Trustees shall be of any force or effect or shall be binding upon the Members or any of the Trustees, unless such resolution is competent within the powers of the Trustees.

16.11 Save as otherwise provided in the Constitution, the proceedings at any meeting of the Trustees shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

16.12 A resolution signed by all the Trustees present for the time being in the Republic of South Africa shall be valid in all respects as if it had been duly passed at a meeting of the Trustees duly convened.

16.13 A Trustee may be represented at a meeting of Trustees by a proxy provided such proxy is a Trustee.

16.14 The instrument appointing a proxy shall be in writing and signed by the Trustee concerned but need not be in any particular form. The proxy shall be deposited with the Chairperson at any time before the time appointed for the commencement of a meeting and shall be valid only for such meeting or any adjournment thereof.

## **17. MANAGING AGENT**

17.1 The Trustees shall, in addition to the powers contained herein, have the power from time to time, if deemed necessary, to appoint in terms of a written contract, a Managing Agent to control, manage and administer the Development and to exercise such powers and duties as may be entrusted to the Managing Agent, including the power to collect levies due to the Association.

17.2 The Trustees shall ensure that there is included in the contract of appointment of a Managing Agent a provision to the effect that if the Managing Agent is in breach of conduct which at common law would justify the termination of a contract between master and servant and mandator and mandatee, the Trustees may, without notice, cancel such contract of employment or mandate and the Managing Agent shall have

no claim whatsoever the Trustees and/or the Association as a result of such cancellation.

## **18. GENERAL MEETINGS OF THE ASSOCIATION**

18.1 The first general meeting of the Association will be held within sixty (60) days from transfer of the first Erf. The Association shall each year within 6 (six) months of each financial year-end of the Association hold an annual general meeting. Such annual general meetings shall be held on such date and at such time and place, subject to the foregoing provisions, as the Trustees shall decide from time to time.

18.2 All general meetings other than annual general meetings shall be called general meetings.

18.3 The Trustees may, whenever they deem fit, convene a special general meeting. A special general meeting shall also be convened on a request made by the Members representing not less than twenty five percent (25%) of the votes. Should the Trustees fail to convene a special general meeting by written notice within fourteen (14) days of such request, the Members may convene the general meeting themselves with at least fourteen (14) days' written notice to all Members in terms of clause 19 of this Constitution.

## **19. NOTICE OF GENERAL MEETINGS**

19.1 An annual general meeting or special general meeting of the Association shall be called by not less than fourteen (14) days' written notice to all Members and Trustees. The notice shall specify the place, day, hour and business of the meeting.

19.2 A general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in the Constitution, be deemed to have been duly called if it is agreed to by the Members holding not less than sixty percent (60%) of the votes.

19.3 The accidental omission to give notice of any meeting or any resolution or to present

any document required to be given or sent in terms of the Constitution, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

- 19.4 The non-receipt of a notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at, or any resolution passed at, any meeting.

## **20. PROXIES AT GENERAL MEETINGS**

- 20.1 A Member may be represented at a general meeting by a proxy, who must be a Member of the Association.

- 20.2 The instrument appointing a proxy shall be in writing signed by the Member concerned or his appointed agent, duly authorised in writing, but need not be in any particular form, provided that:

20.2.1 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;

20.2.2 where a Member is a company, the proxy may be signed by a director of such company, duly authorised thereto by a resolution of the directors of the company;

20.2.3 where a Member is a close corporation, the proxy may be signed by a member of such close corporation, duly authorised thereto by a resolution of the members of the close corporation;

20.2.4 where a Member is a trust, the proxy may be signed by a Trustee of such trust, duly authorised thereto by a resolution of the Trustees of the trust;

20.2.5 where a Member is an association of persons or a club, the proxy may be signed by a committee member or the secretary, duly authorised thereto by a resolution of the committee of the association or the committee of the club.



20.3 The instrument appointing a proxy and the power of attorney or other authority under which it is signed (if any) shall be deposited at the *domicile* address of the Association, either by hand or by post, or shall be transmitted by facsimile or by electronic mail to the fax number or e-mail address of the Association, or shall be handed to the Chairperson at any time before the time appointed for the commencement of the general meeting. The authorising resolution referred to in clause 20.2 above shall not be required to be submitted to the Association. Notwithstanding the foregoing, the Chairperson of the meeting may agree to accept a proxy tendered at any time during the general meeting.

20.4 The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.

## **21. QUORUM AT GENERAL MEETINGS**

21.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business and when any resolution is to be passed. The quorum necessary for the holding of any meeting shall be the number of Members holding at least twenty percent (20%) of the votes of the Members.

21.2 If, within thirty (30) minutes after the time appointed for the commencement of the general meeting, a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved. In all other cases the general meeting shall stand adjourned to the same day in the next week at the same place and time and, if at such adjourned meeting, a quorum is not present, the Members present in person or by proxy shall constitute a quorum.

## **22. AGENDA AT ANNUAL GENERAL MEETINGS**

The following matters shall be dealt with at every annual general meeting:

22.1 the approval of the minutes of the previous annual general meeting of the

Association;

- 22.2 the consideration of the Chairperson's report;
- 22.3 the determination of the number of Trustees and the election of Trustees;
- 22.4 the consideration of the financial statements of the Association for the preceding financial year;
- 22.5 the consideration of the budget, approved by the Trustees and the annual levies or ordinary levies payable, as determined by the Trustees;
- 22.6 the appointment of the Auditors;
- 22.7 the consideration of any ordinary resolution proposed for adoption by a Member, and the voting upon any such ordinary resolutions, provided that prior notice shall be given of the ordinary resolutions in as far as may be possible;
- 22.8 the giving of directions to or the imposing of restrictions on the Trustees; and
- 22.9 any other business pertinent to such meeting.

### **23. PROCEDURE AT GENERAL MEETINGS**

- 23.1 The Chairperson shall preside as such at all general meetings provided that should he not be present within fifteen (15) minutes after the time appointed for the holding thereof, then the Members present at such meetings shall vote to appoint a Chairperson for the meeting who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 23.2 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting

other than the business that might have been transacted at the meeting from which the adjournment took place. No notice need to be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting unless the meeting is to be adjourned for thirty (30) days or more, in which event notice is to be given in the same manner as for the original meeting. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

- 23.3 Save as otherwise provided in the Constitution, the proceedings at any general meeting shall be conducted in such reasonable manner and form as the Chairperson of the meeting shall decide.

#### **24. VOTING AT GENERAL MEETINGS**

- 24.1 Subject to clause 24.6 below, at every general meeting, every Member present in person or by proxy and entitled to vote shall on a show of hands and on a poll have one (1) vote per erf registered in his name, provided that where an erf is registered in more than one person's name, they shall jointly have one (1) vote and the vote shall be exercised by one person only.
- 24.2 At any general meeting, an ordinary resolution put to the vote at the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands, a poll is demanded by any Member. If a poll is demanded, it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the ordinary resolution of the meeting at which the poll was demanded.
- 24.3 No vote may be exercised in respect of an Erf, where the Member is in arrears with his Levies or any other amounts due to the Association for more than two (2) months and the Member concerned or the duly authorised representative of the Member that is a juristic person shall not be entitled to be appointed as a Trustee.
- 24.4 At any general meeting, an ordinary resolution put to the vote at the meeting shall be



decided on an ordinary majority of votes represented by Members entitled to vote thereon present in person or by proxy in accordance with the value of votes recorded in clause 24.1 above.

24.5 Voting on any question of adjournment shall be decided by an ordinary resolution on a show of hands.

24.6 Unless any Member present in person or by proxy at the 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, 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 be deemed to have been validly constituted and conducted and an entry in the minutes of the Association to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the resolution 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.

## **25. MINUTES OF GENERAL MEETINGS**

25.1 The Trustees shall ensure that minutes are taken of every general meeting of the Association, although not necessarily word for word, which minutes shall be reduced to writing without undue delay after the general meeting has closed and shall after having been approved by the Members at the following general meeting, be certified as correct by the Chairperson of the meeting.

25.2 The Trustees shall keep all minutes of general meetings of the Association in perpetuity.

25.3 On the written application of a Member, the Trustees shall make the minutes of general meetings available for inspection by or on behalf of the applicant during reasonable hours on Business Days and/or furnish them with the copies as may be

required against payment of the requisite reasonable charges to defray incurred expenses.

- 25.4 All resolutions recorded in the minutes of any general meetings of the Association shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions and until varied or rescinded, but no resolution or purported resolution of the Association shall be of any force or effect, or shall be binding upon the Members or any of the Trustees, unless such resolution is competent within the powers of the Association.

## **26. FINANCIAL YEAR OF THE ASSOCIATION**

Unless otherwise decided at a general meeting or by the Trustees, the financial year of the Association shall run from the first day of March in each year to the last day of February of the following year.

## **27. BOOKS OF ACCOUNT AND FINANCIAL STATEMENTS**

- 27.1 The Trustees shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association.
- 27.2 At each annual general meeting the Trustees shall lay before the meeting financial statements for the immediately preceding financial year of the Association. The financial statements shall be drawn up in accordance with generally accepted accounting practice and shall be accompanied by such additional reports as may be necessary at the discretion of the Trustees. Copies of the financial statements and reports shall be attached to the notice convening each annual general meeting.
- 27.3 The Trustees shall cause all books of account and records to be retained for a period of seven (7) years after completion of the transactions, acts or operations to which they relate.
- 27.4 On the written application of a Member, the Trustees shall make all or any of the

financial statements, books of account and records available for inspection by or on behalf of the applicant during reasonable hours on Business Days and/or furnish them with the copies as may be required against payment of the requisite reasonable charges to defray charges incurred.

## **28. DEPOSIT AND INVESTMENT OF FUNDS**

- 28.1 The Trustees shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered South African commercial bank in the name of the Association. Subject to any directions given or restrictions imposed by the Members at general meetings of the Association, moneys shall only be withdrawn from the bank account for the purpose of payment of the expenses of the Association or for investment purposes.
- 28.2 The Trustees shall have the ability to invest no more than 50% of the Reserve Account created in terms of clause 12.4 in a conservative equity investment fund in a Collective Investment Scheme in terms of the Collective Investment Schemes Act. The balance should be invested in a fixed interest bearing account in a Bank or Money Market account in a Collective Investment Scheme in terms of the Collective Investment Schemes Act.
- 28.3 The Trustees may authorise a Managing Agent to administer and operate the accounts referred to in clause 28.1 above, subject to such conditions and restrictions as they may impose.
- 28.4 Any funds not immediately required for disbursements may be invested in a savings account, money market account or similar account with any registered South African commercial bank or with a Financial Institution approved by the Trustees from time to time.
- 28.5 The Association shall use interest on moneys invested for any lawful purpose in the interest of the Association.



**29. AUDIT**

- 29.1 Once at least in respect of every financial year, the accounts of the Association shall be examined and the correctness of the financial statements be ascertained by the Auditors.
- 29.2 The duties of the Auditors shall be regulated in accordance with general practise and applicable professional standards in terms of the Auditing Profession Act, No. 26 of 2005.

**30. INDEMNITY OF THE TRUSTEES**

- 30.1 All the Trustees shall be indemnified by the Association against any liabilities incurred by them in good faith in their capacities as such, as well as for all costs, losses and expenses (including travelling expenses) which they may incur or become liable for, by reason of any authorised contract entered into, or any authorised act or deed done, in the discharge of any of their duties and, without detracting from the generality thereof, whether defending any proceedings, civil or criminal or otherwise in which relief is granted by a court.
- 30.2 A Trustee shall not be liable for the acts, or omissions, of the Auditors or of any of the other Trustees or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which moneys of the Association are invested, or for loss or damage arising from the insolvency or wrongful act of any person with whom any moneys, securities or effects are deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties or in relation thereto, unless occurring as a result of lack of good faith, breach of duty or breach of trust.
- 30.3 The indemnity referred to in this clause 30 shall not apply in favour of the Managing Agent.

**31. DEFAMATION PRIVILEGE**

Every Member of the Association and every Trustee shall be deemed by virtue of his membership or, as the case may be, his holding office as a Trustee, to have waived as against every other Member, the Chairperson, every other Trustee, the Auditors, and everybody else engaged to perform the function or duty on behalf of or for the benefit of the Association, or the Trustees, or any sub-committee, all claims and rights of action which such Member or Trustee might otherwise have had in law arising as a result of any statement, report, complaint, or notice of, or concerning such Member or Trustee, or any reference to such Member or Trustee, made at any meeting of the Trustees or general meeting, or otherwise in the performance or exercise of any right, function, duty, power or trust, within the ambit of the Constitution, being a statement, report, complaint, notice or reference defamatory to such Member or Trustee, or otherwise injurious to the dignity, reputation, business or financial interest of such Member or Trustee, whether such statement be true or false, unless made in bad faith or resulting from gross negligence.

**32. EXCLUSION OF LIABILITY**

32.1 Any Member or other person present in the Development or on the Common Property or using any of the amenities or services of the Association does so entirely at their own risk.

32.2 No Member or other person shall have any claim against the Association, the Trustees, the Managing Agent, or any agents, employees or contractors of the Association, of whatsoever nature arising from such use of the Association's amenities. Any claim of a Member or any other person shall be limited to the amount actually recovered by the Association from the receipt of proceeds of any general public indemnity liability insurance, if any. If and to the extent that the Association does not have any such public indemnity liability insurance, no such person shall have any claim against the Association.

32.3 The Association, the Trustees, the Managing Agent or any of the agents, employees or

contractors of the Association shall not be liable for any loss (including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any Member or other person whosoever may sustain:

32.3.1 by reason of any defect in or state of disrepair of the Common Property, or any amenities, facilities, services or property of the Association, or any part thereof, or any fittings, fixtures, equipment or appurtenances of whatsoever nature therein, notwithstanding that such effect or state of disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Trustees, the Managing Agent, or any of the agents, employees or contractors of the Association; or

32.3.2 directly or indirectly, in or about the Development (including, without limiting the generality of the foregoing, the Common Property and any property of the Association, whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire water leakage, seepage, cessation or interruption of or defect in any electric, gas, fuel, water, sanitary, telephone, air conditioning or other Services to the Development (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the Association, the Trustees, the Managing Agent, or any of the Association's agent's, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.

32.4 The Members undertake in favour of the Association, as soon as practical, to notify their Lessee and their Invitees, of the provisions of this clause 32, and to take all such steps required and/or necessary to ensure that such persons agree hereto in writing in such form as the Trustees may from time to time determine so as to enable the Association to accept the benefits hereof at any time without notice to such person.

32.5 Every Member individually hereby fully and completely indemnifies and holds harmless the Association against all claims of whatsoever nature and howsoever arising which may be brought against the Association by the Member, the Lessee of



his Property or any Invitee of the Member or Lessee, or any other person present within the Development at the invitation of or under the control of the Member concerned, notwithstanding the nature of such claim.

32.6 The Association shall not be liable for any costs of suit in any legal proceedings instituted against it in any court or arbitration forum or other tribunal by any Member. The exclusion herein contained will not apply if the proceedings in question are founded on any conduct of the Association or its representatives or employees which is alleged by the claimant, and found by the court, arbitrator or tribunal, as the case may be to be mala fide or wilfully wrongful or based on gross negligence.

32.7 The Association shall not be liable for any damage suffered by a Member or Lessee or any other person present in the Development by reason of power surges.

### **33. COMMON PROPERTY**

33.1 The Association has obtained ownership of the common property. The Trustees shall control and manage the common property and the Services, common landscaping, irrigation and amenities in respect of the common property.

33.2 The Trustees shall maintain the common property in a state of good and serviceable repair.

33.3 The Trustees may subject to the directions given or restrictions imposed on the Trustees by ordinary resolution at a general meeting of the Association:

33.3.1 construct improvements on the common property, or remove improvements;

33.3.2 repair, maintain, upgrade and provide Services in respect of the common property; and

33.3.3 enter into agreements with service providers or other persons in respect of the common property.

33.4 Neither the whole nor any portion of the common property shall be sold, alienated or otherwise disposed of, subdivided, mortgaged, or subjected to any servitudes or other rights to be registered in the Deeds Registry, save as specified in the conditions of establishment, without the sanction of a special resolution and subject to the approval of the Municipality.

33.5 The Trustees shall control the access to and use of the common property and the facilities and Services of the Association. Owners and Lessee shall comply with the Rules and the reasonable conditions imposed from time to time by the Trustees relating to the use and enjoyment of the common property and the facilities and services of the Association.

#### 34. **INSURANCE**

34.1 The Trustees shall insure the buildings, improvements, amenities and Services in respect of the Common Property to the full replacement value of such items, subject to negotiation of such excess, premiums and insurance rates as in the opinion of the Trustees are most beneficial to the Members, against such risks determined by the Trustees or as may be directed by an Ordinary Resolution.

34.2 The Trustees shall procure, at the cost of the Association, general public indemnity liability insurance in respect of the Common Property and Services in such amounts and on such terms as the Trustees may from time to time determine or as may be directed by the Members in general meeting.

34.3 When entering into agreement with services providers relating to funds of the Association the Trustees must ensure that such a services provider provides proof of fidelity insurance to ensure that the Association shall be refunded for any loss of money belonging to the Association or for which it is responsible, should such loss be sustained as a result of any act of fraud or dishonesty committed by any insured person being any person contracted or employed by the Association.

34.4 The Trustees may insure against the risk of the non-payment by Members of Levies due to the Association.

34.5 The Members may by an Ordinary Resolution direct the Trustees to insure against such other risks as they may determine.

### **35. SERVICES**

35.1 The Association shall obtain ownership of the Internal Engineering Services. The Association shall maintain and where necessary upgrade the Services in respect of the Development subject to the conditions imposed by the Municipality. The Association shall repair and maintain the main security perimeter wall in respect of the Development.

35.2 The Association controls and maintains the main security perimeter wall in respect of the Development, but excluding the painting of the portions of the security perimeter wall facing private Properties which shall be the responsibility of the Owners of the Properties concerned to paint.

### **36. DOMICILIUM OF THE ASSOCIATION AND OF MEMBERS**

36.2 The Trustees shall from time to time determine the address constituting the *domicilium citandi et executandi* of the Association, subject to the following:

36.2.1 such address shall be the address of the Chairperson, or the address of a Trustee residing within the Development, or shall be the address of any duly appointed Managing Agent;

36.2.2 the Trustees shall give notice to all Members of any change of such address.

36.3 The *domicilium citandi et executandi* of a Member shall be the street address of the Member's Erf.



- 36.4 A Member may by written notice to the Association alter his *domicilium*, provided that such new address may not be a post office box or *post restante* and provided that such address shall be situated within the Republic of South Africa and shall not be effective until fourteen (14) days after receipt of such notice by the Association.

### 37. DELIVERY AND ELECTRONIC TRANSMISSION OF NOTICES

- 37.1 A notice by the Association to any Member in terms of the Constitution shall be in writing and shall be delivered to the Member, either by hand or by prepaid post properly addressed to the Member at his *domicilium citandi et executandi*. It shall be competent to transmit the notice to a Member by telefax or electronic communication (e-mail) where the telefax number or e-mail address of the Member is recorded with the Association.
- 37.2 Any notice to a Member:
- 37.2.1 if delivered by prepaid post in a correctly addressed envelope to his *domicilium citandi et executandi*, shall be deemed to have been received on the 5th day after the date when the notice was posted; or
  - 37.2.2 if delivered by hand to the Member, or to a responsible person at the *domicilium citandi et executandi* of the Member, shall be deemed to have been received on the day of delivery; or
  - 37.2.3 if successfully transmitted by telefax to the recorded telefax number of the Member, shall be deemed to have been received on the first (1<sup>st</sup>) Business Day after the date of transmission; or
  - 37.2.4 sent by e-mail to the recorded e-mail address of the Member, shall be deemed to have been received on the first (1<sup>st</sup>) Business Day after the date of transmission.

- 37.3 Notwithstanding anything to the contrary herein contained, a written notice actually received by a Member shall be regarded as adequate written notice to such Member notwithstanding that it was not delivered in accordance with clause 37.1 above.

### **38. BREACH OF THE CONSTITUTION**

- 38.1 The Trustees may on behalf of and in the name of the Association institute legal proceedings against Members who are in breach of any of the provisions of the Constitution.
- 38.2 If a Member commits a breach of a provision of the Constitution by failing to pay on due date any Levies, penalties or any other amounts payable by him to the Association and remains in default for more than thirty (30) days, the Trustees may, on behalf of the Association, institute legal proceedings against such Member in any court of competent jurisdiction for payment of such overdue Levies, penalties or other amounts.
- 38.3 Save for clause 38.2 above, if a Member commits any other breach of any provision of the Constitution and fails to commence to remedy that breach within a period of fourteen (14) days' after the receipt of written notice to that effect by the Trustees, and to complete the remedying of such breach within a reasonable time or as may be specified in the notice, then the Trustees shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Trustees, or the Association, or any other Member, may have in terms of the Constitution, or in law, including the right to claim damages, to:
- 38.3.1 enter upon the Property to take such action as may be reasonably required to remedy the breach and the Member concerned shall be liable to the Association for all costs reasonably incurred, which costs shall be due and payable upon demand, and/or
- 38.3.2 institute legal proceedings in any court of competent jurisdiction for such relief as the Trustees may consider necessary, and/or

38.3.3 institute proceedings with a competent Ombud for such relief as the Trustees may consider necessary.

38.4 In the event that the Trustees institute proceedings against a Member in terms of the foregoing provisions, the Trustees shall be entitled to recover from such Member all legal costs incurred by the them, including attorney and own client charges, tracing fees and collection commission.

### **39. IMPOSITION OF PENALTIES**

39.1 If the conduct of a Member or Lessee or the Invitees of a Member or Lessee constitute/s a nuisance in the opinion of the Trustees or a contravention of a provision of the Constitution, the Trustees shall by written notice inform the Member of the nuisance or contravention and warn the Member that if he, or the Lessee of his Property or the Invitees of the Member or Lessee fails to remedy the contravention, or persist in, or repeats such conduct or contravention, a penalty will be imposed on the Member.

39.2 If, notwithstanding the written notice in terms of clause 39.1 above, the Member or Lessee fails to remedy the contravention or persist in or repeats such conduct or contravention, the Trustees may, constitute a disciplinary committee that will be empowered to impose a reasonable penalty on the Member.

39.3 The penalty imposed in terms of clause 39.2 above, shall become due on the date of the written notice and must be paid within thirty (30) days of the date of the written notice. Should the penalty remain unpaid, it shall be added to the Member's levy statement and shall be recovered from the Member in the same manner as applies to arrear Levies, together with interest at the rate applicable to arrear levies.

39.4 The Trustees shall, from time to time, determine the amounts of penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to the directions given or restrictions imposed by the Members at general



meetings of the Association.

39.5 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Member shall be deemed to be guilty of a separate contravention for every twenty four (24) hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.

39.6 A Member may within thirty (30) days of the date of the written notice in terms of clause 39.2 submit an objection with a motivation against the penalty imposed to the Trustees.

39.7 Upon receipt of the objection, the Trustees may:

39.7.1 withdraw or reduce the penalty; or

39.7.2 schedule a meeting of the Trustees for the purpose of considering the objection and invite the Member to attend.

39.8 At the said meeting of the Trustees referred to in clause 39.7.2 above, the Member shall have the right to:

39.8.1 present his case;

39.8.2 present any evidence, including the calling of witnesses to substantiate his case;

39.8.3 cross-examine any person called as a witness in support of the charge;

39.8.4 have access to documents produced in evidence; and

39.8.5 produce mitigating factors.

39.9 The failure of the Member charged to attend the meeting of the Trustees referred to in clause 39.7.2 shall not render the proceedings at the meeting void. Should the Member or his representative not attend the meeting of the Trustees without providing a reasonable request for postponement, the Trustees may in their sole discretion continue with the meeting of the Trustees and consider the objection in the absence of the Member.

39.10 Upon the conclusion of the meeting of the Trustees, the Trustees shall deliberate the evidence, and if so resolved, they may:

39.10.1 uphold the penalty; or

39.10.2 withdraw or reduce the penalty.

#### **40. ARBITRATION**

40.1 Should any dispute, question or difference arise between Members or between a Member and the Trustees out of or in regard to:

40.1.1 the interpretation of;

40.1.2 the effect of;

40.1.3 their respective rights or obligations under;

40.1.4 a breach of (save for non-payment of Levies or any other amount due by a Member in terms of the Constitution),

the Constitution, such dispute shall be decided by arbitration in the manner set out in this clause 40.

40.2 The arbitration referred to in clause 40.1 shall:

- 40.2.1 be conducted in an informal summary manner on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures relating to pleadings or discovery or the strict rules of evidence; and
  - 40.2.2 commence as soon as is reasonably possible after it is demanded and with a view to it being concluded within thirty (30) days after it is demanded; and
  - 40.2.3 be held in accordance with the provisions of the Arbitration Act, No. 41 of 1965 (as amended from time to time) except insofar as the provisions of this clause 40 shall apply.
- 40.3 The arbitrator shall be a practising advocate or attorney of not less than five (5) years standing appointed by agreement between the parties to the arbitration within seven (7) Business Days of being called upon to make such appointment and, failing such agreement within the period, be appointed by the President of the Legal Practice Council, or their successors in title.
- 40.4 The arbitrator shall in giving his award have regard to the principles contained in the Constitution and he shall decide the matter as submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of Law need not be observed or be taken into account by him in arriving at his decision. The arbitrator's decision shall be presented within ten (10) business days after the completion of the arbitration in a written document and he shall state the reasons for his decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 40.5 The decision of the arbitrator made at such arbitration proceedings:
- 40.5.1 shall be final and binding on the parties to the arbitration;
  - 40.5.2 shall be carried into effect immediately; and



40.5.3 may upon application by a party or by the Association be made an order of any Court that has jurisdiction over the parties or property.

40.6 The above remedies subsist without prejudice to the right of any party to institute an action or launch an application in a court of competent jurisdiction or to institute proceedings in terms of the Community Schemes Ombud Service Act, No. 9 of 2011.

40.7 The above remedies subsist without prejudice to the right of any party to refer any matter in dispute to the Members for their decision.

#### **41. FAILURE OF ASSOCIATION TO MEET ITS OBLIGATIONS**

41.1 If the Association fails to meet an obligation in this Constitution and the Municipality believes that the community is adversely affected by the failure, the Municipality may take appropriate action to rectify the failure. The Municipality may recover any expenditure in respect of the action contemplated above from the Association or the Members, who shall be jointly liable. The amount of any expenditure so recovered shall be considered to be expenditure incurred in connection with the Association for the purposes of recovering expenditure incurred in connection with the Association from its Members.

41.2 If the Association ceases to function effectively or to carry out its obligations, the Municipality or any affected person, including a member of the association, may apply–

41.2.1 to dissolve the association subject to –

(i) the amendment of the conditions of approval to remove the obligation to establish an owners' association; and

**(ii) the amendment of title conditions pertaining to the owners' association, to remove any obligation in respect of an owners' association.**

**41.2.2 in terms of Section 15(2)(r) of the Municipal By-Law for appropriate action by the Municipality to rectify a failure of the owners' association to meet any of its obligations in respect of the control over or maintenance services; or**

**41.2.3 the High Court to appointing an administrator who must exercise the powers of the owners' association to the exclusion of the owners' association.**

41.3 If the Association is dissolved, the Members must jointly pay the costs of:

41.3.1 the transfer to the Municipality of the Association's property, including the Common Property and Internal Engineering Services;

41.3.2 the upgrading of the Internal Engineering Services to the standards of the Municipality.

41.4 In the event that the Association has ceased to function and an owner wishes to transfer an Erf in that event, the owner must obtain the consent of at least sixty percent (60%) of the Members of the Association, which consent is deemed to be the consent of the Association, unless the Owner has been duly authorised in terms of clause 42.1 of the Constitution.

## **42. WINDING UP OF ASSOCIATION**

42.1 The Association may be wound up by an order of the Western Cape High Court or by a resolution passed at a general meeting of the Association, by ninety five percent (95%) of the total votes represented at such meeting by the Members present in person or by proxy and provided that:

42.1.1 the aforesaid resolution shall include arrangements for the transfer of Erven and Common Property, in the event that the Association ceases to function; and

42.1.2 the Municipality consents thereto in writing.

42.2 In the event of such winding up, it shall be the duty of the Trustees to comply with the conditions imposed in terms of the resolution, by the Municipality and/or the Western Cape High Court, as the case may be.

42.3 If the Association is dissolved, the Members must jointly pay the costs of:

42.3.1 the transfer to the Municipality of the Association's property, including the Common Property and Internal Engineering Services;

42.3.2 the upgrading of the Internal Engineering Services to the standards of the Municipality.

#### **43. AMENDMENT OF THE CONSTITUTION AND ANNEXURES**

43.1 The provisions of the Constitution may be added to, amended, substituted, or repealed from time to time by an ordinary resolution of at least 51% of the Members passed at a general meeting called for the specific purpose. The notice of such meeting or the annexure to such notice shall specify the proposed addition, amendment, or substitution of a provision of the Constitution, or the provision of the Constitution to be repealed.

43.2 The Constitution and any amendment thereof must be lodged with the Municipality and the latest copy duly lodged with the Municipality, and which the Municipality has approved in terms of Section 29(6) of the Municipality's Planning By-Law, shall be presumed to contain the operative provisions of the Constitution.

43.3 The Municipality is exempt from liability for any damage which may be caused by its certification of the Constitution or an amendment thereof or by the loss of a Constitution of the Association lodged with the Municipality.

43.4 The Design Guidelines may be compiled, added to, amended, substituted or repealed





from time to time by a resolution of the Trustees, subject to the provisions of clause 11 hereof. Any amendments to the Design Guidelines shall be lodged with the Municipality.

43.5 The Rules and processes to be followed by a Disciplinary Committee may be compiled, added to, amended, substituted or repealed from time to time by a resolution of the Trustees.

43.6 The Rules may be compiled, added to, amended, substituted or repealed from time to time by a resolution of the Trustees.

--- END ---



# Locality: Portion 27 of Farm 716

- Legend
- Farm Portions
  - Erf



Scale: 1:7 462

Date created: October 19, 2020

Compiled with CapeFarmMapper





Technical details					
By-law 2019	Land Use	No. of portions	Ptn no.	Size m <sup>2</sup>	%
Zonings					
Multi use residential zone	Group housing	44	1-44	11126	65
Multi use residential zone	Private road	1	47	4044	23
Private Open Space zone	Parks	2	45-46	1525	9
Utility services zone	Substation	1	48	15	1
Public roads zone	Public access	1	49	419	2
TOTAL		49		17131	100



DATE: October 2020

REF NO. APS/KLAP/SUB1A

SCALE 1:600



Pierre Jordaen  
**Active Planning  
Solutions**  
Cell: 0 79 528 9 179  
Email: [activeplanningsolutions@gmail.com](mailto:activeplanningsolutions@gmail.com)



# Active Planning Solutions

for professional Town & Regional

Planning services

**Project Title:** Application for Rezoning, Subdivision and approval of a Site Development Plan, Portion 27 of the Farm 716, Klapmuts

**Ref nr.** Klap/Ptn 27 716/APSv1

I, the undersigned hereby authorize Pierre Jordaan, representing **Active Planning Solutions**, to act as applicant on my behalf with regards to acquiring the necessary rights for the following:

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Rezoning  |
| <input checked="" type="checkbox"/> | Subdivision   |
| <input type="checkbox"/>            | Consolidation   |
| <input type="checkbox"/>            | Removal of Title Deed Restrictions  |
| <input checked="" type="checkbox"/> | Application to HWC in terms of Section 38   |
| <input type="checkbox"/>            | Applicability checklist in terms of NEMA (Environment)                                  |
| <input checked="" type="checkbox"/> | Exemption of applicability: Subdivision of Agricultural land in terms of Act 70 of 1970 |
| <input type="checkbox"/>            | Consent use   |
| <input type="checkbox"/>            | Departure (Permanent)   |
| <input checked="" type="checkbox"/> | Addressing comments and objections  |
| <input type="checkbox"/>            | Amendment of approval conditions  |
| <input checked="" type="checkbox"/> | Site Development Plan approval  |
| <input type="checkbox"/>            | Phased subdivision  |

**Client name:** K. H. W. LUCHERPFENNIG

**Client signature:** [Signature]

**Applicant's signature:** [Signature: Jordaan] **Date:** ....10/9/2020.....

Pierre Jordaan





Pierre Jordaan &lt;activeplanningsolutions@gmail.com&gt;

**Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klipmuts**

12 messages

**Pierre Jordaan** <pierre@activeplanning.co.za>

19 March 2020 at 11:52

To: Barbara-Ann Henning &lt;Barbara-Ann.Henning@stellenbosch.gov.za&gt;

Cc: Bernabe De La Bat &lt;Bernabe.DeLaBat@stellenbosch.gov.za&gt;, Willie Wucherpfennig &lt;wuchersww@gmail.com&gt;, Piet Badenhorst - Laubscher &amp; Hattingh Attorneys &lt;piet@lhattorneys.co.za&gt;, Tollie vd Westhuizen &lt;tollie@maree3t.co.za&gt;

Barbara

Ek verwys na ons vergadering op 3 Maart 2020 en wil dan graag die volgende op rekord plaas na aanleiding van die gesprek;

- die voorstel vir woonstelle word nie ondersteun nie gesien in die lig van die vooruitbeplanning vir die gebied
- die opsie vir groepsbehuising is meer aanvaarbaar t.o.v. die ruimtelike vooruitbeplanning vir Klipmuts (Distell en universiteitsontwikkeling)
- die toegang moet ondersoek word via Heaford straat in terme van die onwettige bouwerk wat huidige die toegang versper
- die impak van die naburige gebruike (kommersieel / industrieel) moet in ag geneem word
- die huidige toegang en padmeesterplan van Provinsie is nie 'n wetlike dokument nie en slegs 'n riglyn waarvan afgewyk kan word in terme van toegangsvoorsiening na die noordliggende Gedeelte 5
- die amptenare teenwoordig bevestig dat die eienaar van Gedeelte 5 van die Plaas 716 nie sy geodkeuringsvoorwaardes nagekom het ten opsigte van die verbreding van die publieke straat (Heaford) vir toegang na my klient se eiendom nie en dus 'n kennisgewing vanaf die Munisipaliteit sal kry in die verband
- daar is geen aansoeke huidige op Gedeelte 5 nie en daar sal ook moeilik enige ontwikkeling anders as residensieel op hierdie eiendom ondersteun word
- die nodigheid vir die voorsiening van 'n 15m pad deur my klient se eiendom na gedeelte 5 word dus bevraagteken
- besluit word geneem deur die klient se konsultantspan om te volstaan vir die voorstel vir groepsbehuising met 'n maksimum digtheid van 25 eenhede / ha

Vind dan aangeheg die gewysigde voorgestelde onderverdeling vir die ontwikkeling van 43 groepshuise aanleiding van die inhoud van die vergadering.

Bevestig asb. dat dit 'n ware weerspieeling is van die gesprek en die belangrikste punte aanspreek.

Dankie

Pierre Jordaan

for **Active Planning Solutions**

Cell: 079 528 9179

Website: <https://activeplanning.co.za>**Ged 27\_716 Klipmuts\_Draft layout 9 alt Mrch\_2020 Model (9).pdf**

766K

**Pierre Jordaan** <pierre@activeplanning.co.za>

23 March 2020 at 14:57

To: Barbara-Ann Henning &lt;Barbara-Ann.Henning@stellenbosch.gov.za&gt;

Cc: Bernabe De La Bat &lt;Bernabe.DeLaBat@stellenbosch.gov.za&gt;

Pierre Jordaan

for **Active Planning Solutions**

Cell: 079 528 9179

Website: <https://activeplanning.co.za>

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**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: Tollie vd Westhuizen <tollie@maree3t.co.za>

25 March 2020 at 14:27

Hi Tollie,

Die onderstaande verwys en soos ons ooreengekom het vind aangeheg my vorderingsfaktuur vir aksies tot op hede.

Dankie

Pierre Jordaan  
for **Active Planning Solutions**  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

----- Forwarded message -----

From: **Pierre Jordaan** <pierre@activeplanning.co.za>  
Date: Thu, 19 Mar 2020 at 11:52  
Subject: Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klapmuts  
To: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>  
Cc: Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>, Willie Wucherpennig <wuchersww@gmail.com>, Piet Badenhorst - Laubscher & Hattingh Attorneys <piet@lhattorneys.co.za>, Tollie vd Westhuizen <tollie@maree3t.co.za>

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**2 attachments**



**Ged 27\_716 Klapmuts\_Draft layout 9 alt Mrch\_2020 Model (9).pdf**  
766K



**Invoice Template 3 Re 27\_716 (25\_03\_2020).pdf**  
26K

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**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>  
Cc: Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>

7 April 2020 at 09:46

Goeiedag,

Ek wil baie graag die aansoek finaliseer maar wil net asb. versoek dat julle onderstaande bevestig per kerende epos.

Baie dankie

Pierre Jordaan  
for **Active Planning Solutions**  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

----- Forwarded message -----

From: **Pierre Jordaan** <pierre@activeplanning.co.za>  
Date: Thu, 19 Mar 2020 at 11:52  
Subject: Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klapmuts  
To: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>  
Cc: Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>, Willie Wucherpennig <wuchersww@gmail.com>, Piet Badenhorst - Laubscher & Hattingh Attorneys <piet@lhattorneys.co.za>, Tollie vd Westhuizen <tollie@maree3t.co.za>

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**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>  
Cc: Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>

14 April 2020 at 12:23


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**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>  
Cc: Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>, "Viola Swartz (Planning Admin)" <Planning.Administrator@stellenbosch.gov.za>

6 May 2020 at 13:36

[Quoted text hidden]

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766K


**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: "Viola Swartz (Planning Admin)" <Planning.Administrator@stellenbosch.gov.za>  
Cc: Barbara-Ann Henning <Barbara-Ann.Henning@stellenbosch.gov.za>, Bernabe De La Bat <Bernabe.DeLaBat@stellenbosch.gov.za>, Willie Wucherpennig <wuchersww@gmail.com>

13 May 2020 at 09:38

Goeiemore,

Ek verwys na my epos van 19 Maart wat nog onbeantwoord is. Kan iemand my asb. antwoord?  
Ek wil graag die proses laat voortgaan en die aansoek so spoedig moontlik wil indien.

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 **Ged 27\_716 Klappmuts\_Draft layout 9 alt Mrch\_2020 Model (9).pdf**  
766K

**Bernabe De La Bat** <Bernabe.DeLaBat@stellenbosch.gov.za>  
To: Pierre Jordaan <pierre@activeplanning.co.za>  
Cc: Barbara-Ann Henning <bahenning2016@gmail.com>

22 May 2020 at 14:33

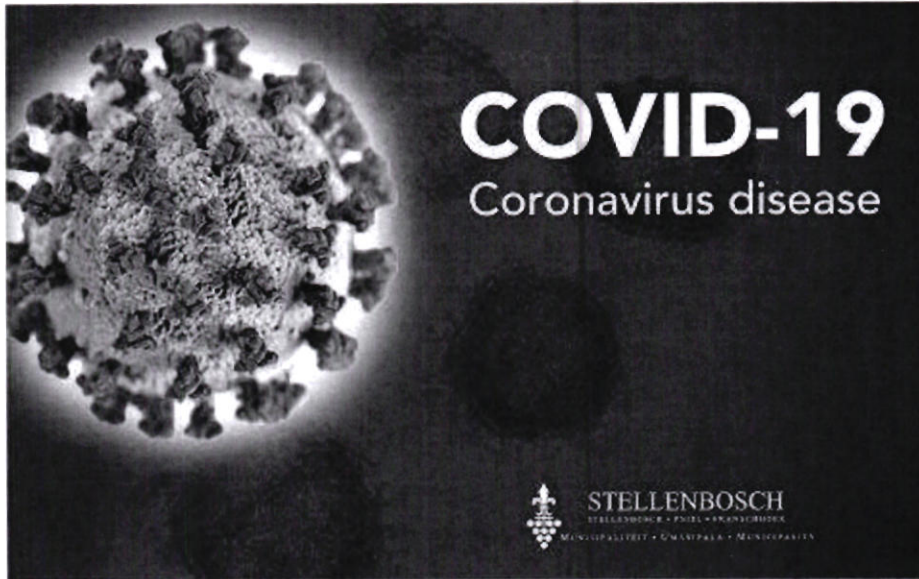
Beste Pierre

Jou opsomming van wat bespreek is en ons gevoel daaroor is min of meer in die kol.

Ek is nie seker of ons gevra het vir toegang vanuit julle ontwikkeling na die noordelike erf nie en is onder die indruk dat ons gesê het toegang vir daardie erf is daardie persoon se eie verantwoordelikheid en dat ons nie sien dat daar noodwendig ontwikkelingsregte op daardie grond gaan kom nie.

Wat betref die plan, onthou dat dit konsep is en dat die hele proses onderhewig is aan advertering en interne kommentaar. Ons finale kommentaar word dus voorbehou.





Visit the dedicated COVID-19 page on our municipal website for information on this disease: <https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.



**STELLENBOSCH**  
STELLENBOSCH • FNIEL • FRANSCHHOEK  
MUNISIPALITEIT • UMAMPAKA • MUNICIPALITY

#### About Stellenbosch Municipality



Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa.

For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

#### Disclaimer:

The information contained in this communication from [bernabe.delabat@stellenbosch.gov.za](mailto:bernabe.delabat@stellenbosch.gov.za) sent at 2020-05-22 14:33:21 is confidential and may be legally privileged. It is intended solely for use by [pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za) and others authorized to receive it. If you are not [pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za) you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful. Powered by IOCO  
[Quoted text hidden]

**Pierre Jordaan** <[pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za)>

22 May 2020 at 14:37

To: Willie Wucherpennig <[wuchersww@gmail.com](mailto:wuchersww@gmail.com)>

Cc: Coenie Beneke <[cbeneke@broadco.co.za](mailto:cbeneke@broadco.co.za)>, Piet Badenhorst - Laubscher & Hattingh Attorneys <[piet@lhattorneys.co.za](mailto:piet@lhattorneys.co.za)>

Middag Menere,

Uiteindelik weer terugvoer vanaf die Munisipaliteit.

Kyk asb. na Bernabe se interessante kommentaar rondom die toegang na noord.

Gaan ons geleentheid gee vir toegang of nie? Dit lyk nie asof die Munisipaliteit wil hê dat daar enige kans gegee word vir toegang nie.

Hoor graag van julle in die verband.

[Quoted text hidden]

**Pierre Jordaan** <[pierre@activeplanning.co.za](mailto:pierre@activeplanning.co.za)>

22 May 2020 at 14:38

To: Bernabe De La Bat <[Bernabe.DeLaBat@stellenbosch.gov.za](mailto:Bernabe.DeLaBat@stellenbosch.gov.za)>

Dankie Bernabe,



Ek sal die kwessie van die toegang met my klient bespreek.

Groete en bly gesond.

Pierre Jordaan  
for **Active Planning Solutions**  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

[Quoted text hidden]

---

**Piet Badenhorst - Laubscher & Hattingh Attorneys** <piet@lhattorneys.co.za>

22 May 2020 at 16:25

To: Pierre Jordaan <pierre@activeplanning.co.za>

Cc: Willie Wucherpennig <wuchersww@gmail.com>, Coenie Beneke <cbeneke@broadco.co.za>

Menere, Dalk moet ons net vinnig ontmoet as Willie weer teen maandeinde hier in Kaap is.

Groete  
Piet

Sent from my iPad

On 22 May 2020, at 14:40, Pierre Jordaan <pierre@activeplanning.co.za> wrote:

Middag Menere,

Uiteindelik weer terugvoer vanaf die Munisipaliteit.

Kyk asb. na Bernabe se interessante kommentaar rondom die toegang na noord.

Gaan ons geleentheid gee vir toegang of nie? Dit lyk nie asof die Munisipaliteit wil hê dat daar enige kans gegee word vir toegang nie.

Hoor graag van julle in die verband.

Pierre Jordaan  
for **Active Planning Solutions**  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

----- Forwarded message -----

From: **Bernabe De La Bat** <Bernabe.DeLaBat@stellenbosch.gov.za>

Date: Fri, 22 May 2020 at 14:33

Subject: RE: [EX] Fwd: Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klapmuts

To: Pierre Jordaan <pierre@activeplanning.co.za>

Cc: Barbara-Ann Henning <bahenning2016@gmail.com>

Beste Pierre

Jou opsomming van wat bespreek is en ons gevoel daaroor is min of meer in die kol.

Ek is nie seker of ons gevra het vir toegang vanuit julle ontwikkeling na die noordelike erf nie en is onder die indruk dat ons gesê het toegang vir daardie erf is daardie persoon se eie verantwoordelikheid en dat ons nie sien dat daar noodwendig ontwikkelingsregte op daardie grond gaan kom nie.

Wat betref die plan, onthou dat dit konsep is en dat die hele proses onderhewig is aan advertering en interne kommentaar. Ons finale kommentaar word dus voorbehou.

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Visit the dedicated COVID-19 page on our municipal website for information on this disease:  
<https://www.stellenbosch.gov.za/documents/general>

For official COVID-19 advice, updates and queries:

- National Hotline 0800 029 999
- Provincial Hotline 021 9284102
- WhatsApp 0600 123 456

Stay alert, stay updated and stay safe.

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#### About Stellenbosch Municipality

Our mission is to deliver cost-effective services that will provide the most enabling environment for civil and corporate citizens.

Our head office is at Town House Complex, Plein Street, Stellenbosch, 7600, South Africa. For more information about Stellenbosch Municipality, please call +2721-808-8111, or visit [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za)

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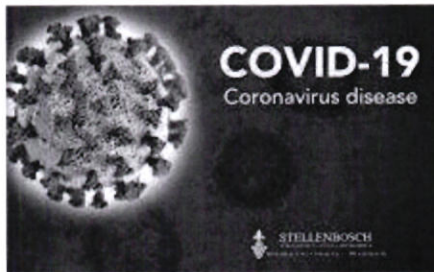
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#### 4 attachments



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STELLENBOSCH  
STELLENBOSCH • PNIEL • FRANSCHOOER  
MUNICIPALITEIT • UMABOPALA • MUNICIPALITY

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5K

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**Pierre Jordaan** <pierre@activeplanning.co.za>  
To: Willie Wucherpennig <wuchersww@gmail.com>

9 July 2020 at 16:01

Pierre Jordaan  
for **Active Planning Solutions**  
Cell: 079 528 9179  
Website: <https://activeplanning.co.za>

----- Forwarded message -----

From: **Bernabe De La Bat** <Bernabe.DeLaBat@stellenbosch.gov.za>  
Date: Fri, 22 May 2020 at 14:33  
Subject: RE: [EX] Fwd: Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klappmuts

10/13/2020

Gmail - Die ontwikkeling van Gedeelte 27 van die Plaas 716, Klipmuts

To: Pierre Jordaan <pierre@activeplanning.co.za>  
Cc: Barbara-Ann Henning <bahenning2016@gmail.com>

[Quoted text hidden]



## **RESOLUTION PASSED AT THE MEETING OF DIRECTORS OF:**

EXCLUSIVE ACCESS TRADING 459 (PTY) LTD

Registration Number 2006/032797/07

Held at Bellville on 23 September 2020

---

Resolved that:

- 1 The Company may proceed to rezone and sub-divide the following property:

PORTION 27 (PORTION OF PORTION 3) OF THE FARM GROENFONTEIN ANNEX Nr 716

IN THE DRAKENSTEIN MUNICIPALITY,

DIVISION PAARL, WESTERN CAPE PROVINCE

IN EXTENT 1,7131 (SEVENTEEN THOUSAND ONE HUNDRED AND THIRTY ONE) HECTARES

- 2 That Eduard Wilhelm Wucherpennig (Identity Number 540427 5004 082) in his capacity as a Director, is hereby authorised to sign all the necessary documentation on behalf of the Company in order to give effect to the above.

**CERTIFIED A TRUE COPY**



---

E.W. Wucherpennig

Date: 23/09/2020

Attention: Pierre Jordaan

## **PROPOSED DEVELOPMENT, PORTION 27 OF FARM 716, HEAFORD STREET, KLAPMUTS CIVIL ENGINEERING SERVICES REPORT**

### **1. LOCATION**

Portion 27 of Farm 716 is situated next to the R44 in Klapmuts north of Voortrekker Road(R101). The 1.70Ha property is currently undeveloped and there is currently no dedicated access to the property. An existing 9.45m wide road reserve (Heaford Street) exists from Brounger Street to the site, and will be utilised for future access to the proposed development.



**FIGURE 1: LOCALITY PLAN**



## **2. PROPOSED DEVELOPMENT**

The proposed development entails the sub-division of the main property to make provision for 43 new group housing properties, a private open space and a private road. Civil engineering services will be provided to service the proposed private development.

## **3. TOPOGRAPHY**

The site drains at an adequate gradient, of approximately 3.7%, in a northern direction towards the neighbouring property and the R44 road reserve, situated to the east of the property.

## **4. GEOTECHNICAL CONDITIONS**

No geological investigation has been completed, but appears to be typically coarse sand to fine gravel, with the water table not expected within 1.5m below natural ground level. Although no visible rock outcrops were noticed, lower lying rock conditions can be expected.

## **5. PROPOSED SERVICES:**

### **5.1 ROADS**

Erf 1383 is an existing 5.5m wide property next to the Heaford Street road reserve. It was subdivided from the neighbouring Rosenmeer Development for road widening purposes to form part of the Heaford Street road reserve.

A new 5.5m wide public access road will be constructed from Brounger Street to the development. The development will have a gated entrance and a refuse truck turning facility will be provided in front of the entrance gate for refuse collection.

A 10m wide private road reserve will be provided inside the development, with a 5.5m wide surfaced road. The layout is designed to allow future access to the neighbouring properties to the north, should they wish to form part of the development in the future.

The above roads will be designed to comply with the Stellenbosch Minimum Design Standards.

A traffic statement of the impact of the development on the adjacent roads in the area is currently being completed and will form part of the application.

### **5.2 STORMWATER MANAGEMENT**

Stellenbosch Municipality requires that the following stormwater attenuation criteria be met for the proposed development:

- Provide 24hr extended detention for the 1:1 year 24 hour duration storm
- Provide post-development attenuation to pre-development peaks for storm events ranging from 1:5 year to the 1:50 year storm events.
- Provide controlled discharge of the 1:100 year storm event to safely discharge the peak outflow from the development to protect downstream floodplains and developments from the adverse impacts of extreme floods, as well as help in evaluating the effect that the 1:100 year storm event will have on the stormwater management system.



## METHODOLOGY

Rainfall figures supplied by the City of Cape Town, allowing for climate change, have been used for calculation purposes. (Table 1)

Grid Position						Return Period  y	Event Duration/Rainfall (inc CC Factor)
Latitude		Longitude		MAP	Altitude		Min
Degree	Minute	Degree	Minute	mm/y	msl		1440
33	48	18	52	617	155	2	54.5
33	48	18	52	617	155	5	73.0
33	48	18	52	617	155	10	86.6
33	48	18	52	617	155	20	100.7
33	48	18	52	617	155	50	120.5
33	48	18	52	617	155	100	136.7
33	48	18	52	617	155	200	154.0

**Table 1: RAINFALL FIGURES**

## EXISTING CONDITIONS

The site is undeveloped and consist of mainly grass veld conditions with a few large trees at the future entrance in the south-west corner. The site currently drains overland in a northerly direction towards the neighbouring property and the R44 road reserve to the east. Except for a side drain to the R44, there is no formal stormwater system for the property to drain to.



**FIGURE 2: R44 SIDE DRAIN TOWARDS THE N1**



The R44 side drain, drains in a northern direction towards the N1 national road where it discharges into an underground stormwater pipe culvert crossing the N1.



**FIGURE 3: N1 PIPE CULVERT**

The Heaford Street road reserve is also currently undeveloped. A stormwater grass channel exist in the adjacent road widening strip, erf 1383, traversing the road reserve from the site to Brounger Street, where it discharges to the existing stormwater system.





**FIGURE 4: ERF 1383 GRASS CHANNEL**



## PRE-DEVELOPMENT

The pre-development runoff peaks for the development site, have been estimated by using the Autodesk Stormwater and Sanitary Analysis software by means of the EPASWMM modelling method for a 24hr duration storm. The development site has been modelled as 1 catchment at existing conditions. The results are listed in Table 2.

**TABLE 2 PRE-DEVELOPMENT SWMM MODEL PARAMETERS**

RETURN PERIOD (YRS)	2	5	10	50	100
PEAK (l/s)	18.5	50.58	81.75	167.31	211.65
NOTE:					
1. The catchment area is 17125m <sup>2</sup> .					
2. The runoff factor is CN 77.					
3. The peak flows have been determined by the SWMM method.					

## POST-DEVELOPMENT

As mentioned before, will the property be subdivided into 43 single residential group housing erven, private open space and a private road reserve.

An underground piped system, with a minimum pipe diameter of 375mm, will be designed to safely convey stormwater runoff for storms of up to the 1:5YR recurrence interval from the developed site to an onsite attenuation pond. The pond will be a dry attenuation pond with a controlled outlet structure, containing a series of orifices to discharge stormwater runoff at pre-development flowrates from the site through an outfall pipe and channel to the existing side drain in the R44 road reserve. An outlet structure will be constructed where the outfall pipe discharges from the site into an Armorflex lined channel draining to the R44 side drain.

An emergency spillway will also be provided from the pond to safely convey stormwater to the outfall channel in case of blockages that might occur at the outlet structure.

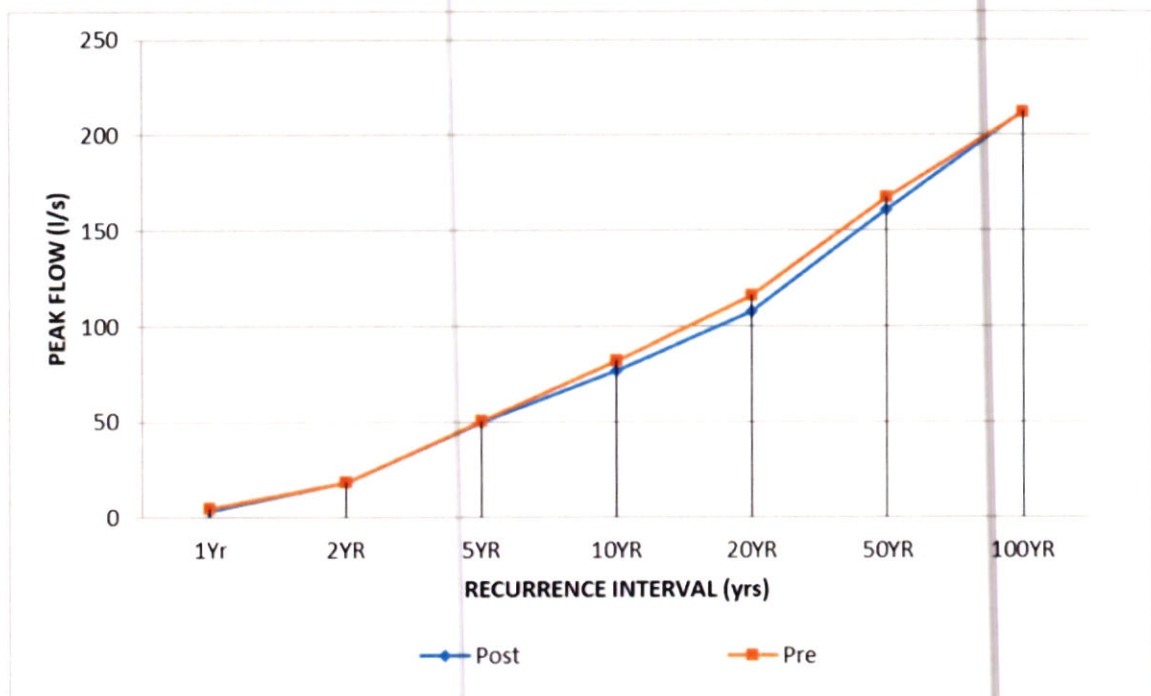
On completion of the project, a Stormwater Management Operations and Maintenance Manual will be handed over to the Home Owners Association through a training session, to ensure that the private stormwater system is properly maintained and fully functional.

For post development calculation purposes, the property is divided into 2 sub-catchments with a weighted CN factor of 87. Refer to the attached Proposed Civil Services Layout plan BC21-A100.

Pre- and Post-Development peak flows have been calculated, and the results are summarized in Table 3 below and illustrated in Figure 5.

STORM	2YR	5YR	10YR	50YR	100YR
POST DEVELOPMENT (l/s)	18.28	49.49	76.63	161	213
PRE DEVELOPMENT (l/s)	18.50	50.58	81.75	167	212
POND VOLUME (m <sup>3</sup> )	157	198	227	300	320
POND WATER DEPTH (m)	0.61	0.73	0.80	0.98	1.03

**TABLE 3: PRE- vs POST-DEVELOPMENT FLOWS AND POND INFO**



**FIGURE 5: PRE- vs POST-DEVELOPMENT FLOW COMPARISON**

Stormwater from Heaford Street will be conveyed through an underground piped system to Bonger Street where it will tie into the existing stormwater network.



### **5.3 FOUL SEWER**

The sewer master plan indicates that there is a future sewer main outfall and pump station planned on Farm 716 Portion 31 to the north. The project is however not planned for the near future and it is proposed that a temporary pump station be constructed on the open space next to the proposed stormwater attenuation pond with an option to connect to the future outfall main. The pump station will then pump to an existing 160mm diameter sewer main situated in the road widening erf, erf 1383, next to the Heaford Street road reserve.

The pump station will have a dual pump system with a sump equipped to accommodate additional emergency storage capacity of 4 hours at the average flow rate for the development.

The attached GLS report indicates that the existing sewer system has adequate capacity for the additional flow from the development. Refer to the attached GLS Report dated 3 August 2018.

### **5.4 WATER**

From the GLS report it is proposed that the development connects to the existing 150mm water main in Voortrekker Road. A new 160mm Ø main will then be constructed along Bounger and Heaford Street to the development.

The development will be supplied with an 80mm bulk water meter at the entrance, with a 110mm diameter internal reticulation system.

The adjacent properties to the north will have an option to form part of the development or to install a separate connection from Voortrekker Road along the R44.

The GLS report indicates that there is sufficient capacity in the existing water reticulation network, but that there are some areas with high flow velocities between 1.5 and 2.0m/s. From the report various upgrades proposed which will have to be confirmed by council.

The GLS report also indicates that the Klapumuts bulk supply system has sufficient capacity to accommodate the proposed development. Refer to the attached GLS Report dated 9 November 2018.

### **5.5 SOLID WASTE**

A refuse bin room will be allowed for at the entrance with a loading and turning facility for the refuse truck on the outside of the development.

### **5.6 TELECOMMUNICATION**

Telecommunication sleeves will be allowed for from Bounger Street to the development with connection points to each property.

It is envisaged that the services for the development will be completed in a single phase, and service plans will be submitted for approval. The material and design specifications will comply with the Stellenbosch Municipality's Minimum Design Standards.

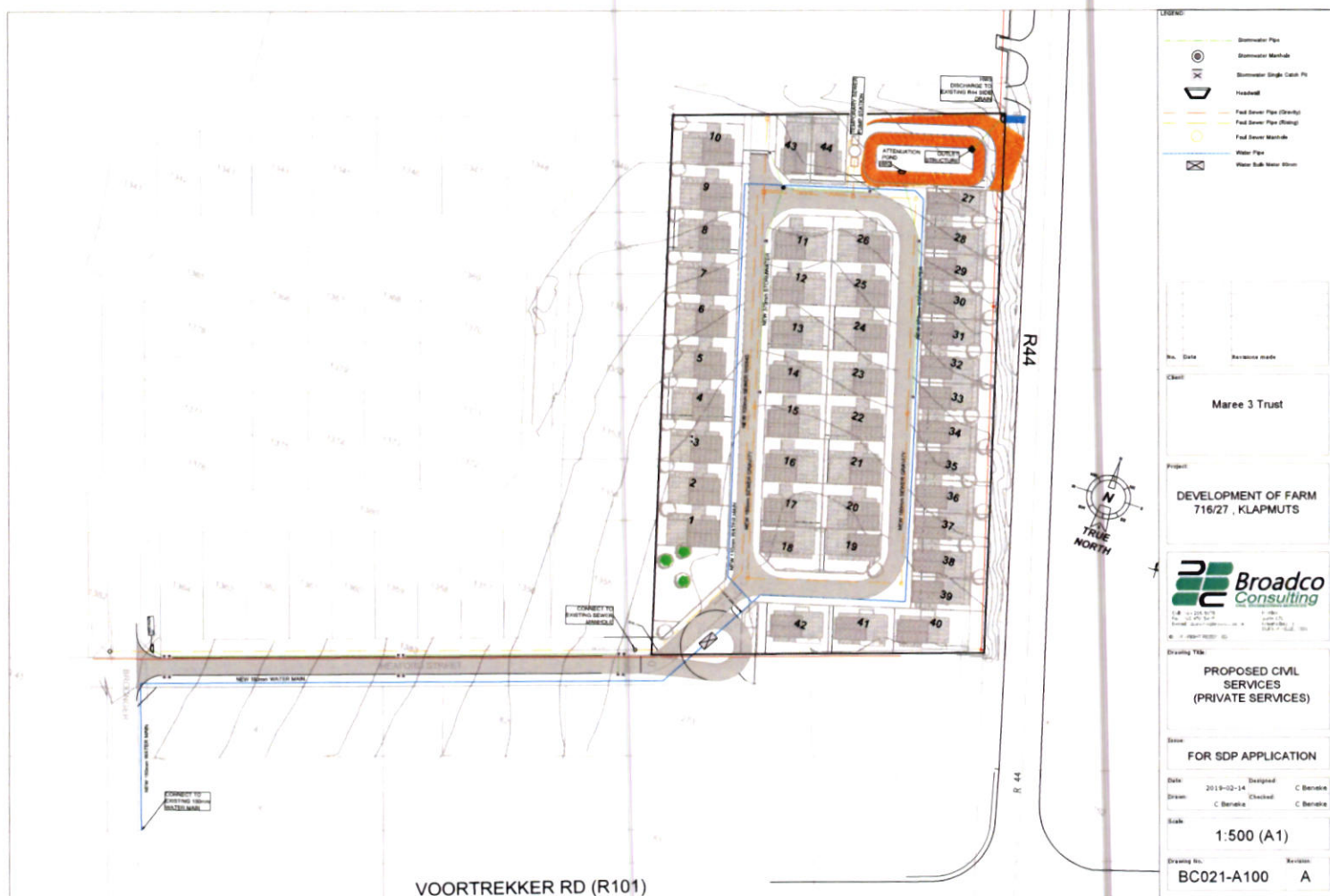


The findings above indicates that the additional impact the proposed development will have on the existing infrastructure and surrounds will be minor and should be supported in general.

Yours sincerely

A handwritten signature in black ink, appearing to read 'C.S. Beneke', with a small dot at the end.

CS Beneke Pr Tech Eng





**Consulting Engineers & Project Managers**

Our reference : E19044/COR/CN/cn/01

Your reference :

**Postal Address:** PO Box 4901, TYGERVALLEY, 7536

**Street Address:** Office 2, Ground Floor, Riverside Place,  
South Gate Entrance, Carl Cronjé Drive,  
Tyger Valley Waterfront, BELLVILLE, 7530

**Tel:** +27 (0)21 914 0300 / **Fax:** +27 (0)21 914 0437

**E-mail:** [bellville@lynerns.co.za](mailto:bellville@lynerns.co.za) / **Website:** [www.lynerns.co.za](http://www.lynerns.co.za)

04 September 2020

Active Planning Solutions  
On behalf of the Developers

Attention: Mr. Pierre Jordaan

Dear Sir

**ELECTRICAL SERVICES FOR PORTION 27 OF FARM 716, KLAPMUTS:  
ELECTRICAL ENGINEERING SERVICES REPORT**

**1.1 SUPPLY AREA**

The area to be developed falls within the electricity supply area of Eskom, and electrical services will therefore be provided from the nearest Eskom network with adequate capacity.

All designs, materials and equipment to be used as well as installation practices will therefore be based on Eskom's guidelines for new electricity networks.

The electrical network will be handed over to Eskom once completed, who will then be responsible for the operation and maintenance thereof. While the area streetlighting network in the private gated development will become the asset of the homeowner's association for maintenance and repairs.

**1.2 MAXIMUM DEMAND**

Based on the latest proposed layout drawing with filename coenie sdp V8-Edited-Layout1 recently received from Broadco Consulting – copy attached hereto, the estimated maximum demand for this development is calculated at 189.8 kVA / 261A three-phase when applying a 4 kVA after diversity maximum demand(ADMD) per connection for the 44 proposed subdivided townhouse erven.

An allowance is included for the private general supply for the entrance access gate motor and non-municipal/Eskom – privately metered area streetlights. An 60A / 13.8 kVA single-phase connection is proposed for the general supply – an electrical allowance for the temporary private sewer pump station must still be confirmed at a later stage and included with the electrical loading calculation.

**1.3 SUPPLY POINT**

Eskom proposes a new miniature substation to be connected with 11kV underground cable along Heaford Street from the existing miniature substation situated in Brounger Street near the entrance at the adjacent Rozenmeer estate. The proposed position for the new miniature substation is on the open space at the development entrance before the access gate. Low voltage(LV) cables will be laid from the minisub to the development.

A 5 x 3m miniature substation site must be registered in favour of Eskom on the open space as part of the public road reserve.

The developer is responsible for the 11kV external cable connection from the existing minisub.



The developer will install the low voltage distribution network within the development - feeder cables, distribution kiosks and house connection cables.

#### 1.4 LOW VOLTAGE NETWORK

The low voltage network will consist of aluminium cables. All networks will be designed, and the installation thereof supervised by a registered Professional Electrical Engineer.

Metering shall be as per the newest **Eskom's** guidelines for electricity services.

#### 1.5 SCOPE OF WORK

In order to supply this new development on Portion 27 of Fam 716, Klappmuts with adequate and reliable electricity supply, the following preliminary scope of work is proposed:

- i) New 11kV cable connection and minisub by developer
- ii) New low voltage distribution network by the developer

#### 1.6 BULK ELECTRICITY INFRASTRUCTURE CONTRIBUTION

Bulk Infrastructure Contributions (BICLs) known as Eskom Shared Network Costs (SNCs) and a Connection Fee will be payable for the total development.

Should you require any more information or detail, please do not hesitate to contact the undersigned.

Yours faithfully



**Cobus Nel**  
**LYNERS**





9 November 2018

Broadco Consulting  
The Crest Office Park  
DURBANVILLE  
7550

**Attention: Mr Coenie Beneke**

Dear Sir

**DEVELOPMENT OF PORTION 27 OF FARM 716, KLAPMUTS: CAPACITY ANALYSIS OF THE BULK WATER & SEWER SERVICES**

Your request regarding comments on the bulk water and sewer supply to the proposed development (development on portion 27 of Farm 716, Klapmuts), refers.

This document should inter alia be read in conjunction with the Water Master Plan (performed for the Stellenbosch Municipality) dated June 2017 and the Sewer Master Plan dated June 2017.

The proposed development was conceptually taken into consideration for the June 2017 master plans for the water and sewer networks as a section of future development area K13.

**1. WATER DISTRIBUTION SYSTEM**

**1.1 Distribution zone**

The master planning indicated that the proposed development area should be accommodated in the existing Klapmuts Lower reservoir zone. The connection to the existing system should be done on the existing 150 mm diameter pipe parallel to Old Paarl Road, as shown of Figure 1 attached.

The proposed development is situated inside the water priority area.

**1.2 Water demand**

The original water analysis for the master plan was performed with a total annual average daily demand (AADD) for the proposed development (future development area K13 in the June 2017 water master plan) of 30,75 kℓ/d.

For this re-analysis, the total AADD and fire flows for the proposed development was calculated as follows:

- 38 residential units @ 0,6 kℓ/d/unit = 22,8 kℓ/d
- Fire flow criteria (Moderate risk) = 25 ℓ/s @ 10 m

**GLS Consulting (Pty) Ltd**

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13 Elektron Street, Techno Park, Stellenbosch, 7600 | PO Box 814, Stellenbosch, 7599, South Africa

Reg no: 2007/003039/07 | a member of the EOH Group of Companies

[www.eoh.co.za](http://www.eoh.co.za) | [www.gls.co.za](http://www.gls.co.za)

Directors: A Bohbot, JW King, Z Mayet, BF Loubser, JJ Streicher and LC Geustyn

an **EOH** company



### 1.3. *Present situation*

#### Network conveyance

The existing 250 mm Ø main supply pipe from the Klapmuts Lower reservoir to the existing reticulation network and the 150 mm Ø pipe in Merchant Street (see Figure 1 attached), which supplies water from the Klapmuts Lower network to the proposed development, currently experience high flow velocities (between 1,5 and 2,0 m/s) with high energy losses through these pipes during peak demand conditions.

Accommodation of the development in the present system will consequently require upgrading of these pipes to comply with the pressure and fire flow criteria as set out in the master plan.

Furthermore, as part of efforts to reduce the unaccounted for water (UAW) and existing water demand in the Stellenbosch Municipality, the installation of a new PRV in Merchant Street will also be required.

#### Reservoir capacity

The criteria for total reservoir volume used in the Stellenbosch Municipality Water Master Plan is 48 hours of the AADD (of the reservoir supply zone). The existing reservoir volume available at the Klapmuts Lower reservoir is sufficient to accommodate the proposed development.

#### Bulk supply

The Klapmuts Lower reservoir is supplied with bulk water through a pump station (located at the Old Klapmuts reservoir) and a 200 mm diameter dedicated supply pipeline. The Old Klapmuts reservoir (which acts as a sump for the pump station) is supplied with bulk water from the City of Cape Town's (CCT) Wemmershoek bulk system through a dedicated 400 mm pipe (new section) and 200 mm pipe (old section).

The existing bulk system has sufficient capacity to accommodate the proposed development, but it is however proposed in the water master plan for Klapmuts that the old 200 mm diameter bulk pipeline between the Wemmershoek pipeline and the Old Klapmuts reservoir is reinforced with a parallel 400 mm diameter pipe in the near future.

### 1.4 *Implementation of the master plan*

The following master plan items will be required to reinforce the existing Klapmuts reticulation network in order to accommodate the proposed development together with other future development areas.

#### Network upgrade

• SKW1.1	: 365 m x 500 mm Ø parallel reinforcement of main pipe	R	2 046 000 *
• SKW1.2	: 420 m x 400 mm Ø parallel reinforcement of main pipe	R	1 851 000 *
• SKW1.3	: 130 m x 250 mm Ø parallel reinforcement of main pipe	R	334 000 *
• SKW1.12	: 150 m x 315 mm Ø parallel reinforcement of main pipe	R	513 000 *
• SKW1.18	: 430 m x 160 mm Ø new supply pipe	R	577 000 *
• SKW1.19	: 225 m x 200 mm Ø new supply pipe (including railway-crossing)	R	1 105 000 *
• SKW1.20	: 50 m x 160 mm Ø new supply pipe	R	98 000 *
• SKW1.28 **	: 230 m x 160 mm Ø new supply pipe	R	325 000 *
• Item 1	: New PRV on 160 mm Ø pipe	R	216 000 *
Total		R	7 065 000 *

Accommodation of the development in the future system (together with other future development areas), will require upgrading of the existing bulk system as set out in the master plan.

#### Bulk supply (Phase 1 upgrades)

- SSW.B1 : 500 m x 400 mm Ø parallel reinforcement of main pipe R 2 345 000 \*

#### Bulk supply (Phase 2 upgrades)

- SSW.B4 : 875 m x 400 mm Ø parallel reinforcement of main pipe R 4 069 000 \*

(\* Including P & G, Contingencies and Fees, but excluding VAT - Year 2018/19 Rand Value. This is a rough estimate, which does not include major unforeseen costs).

(\*\* Master plan item SKW1.28 is required in future to accommodate potential future development areas to the north of the proposed development and provision should be made for a pipeline servitude (in favour of Stellenbosch Municipality) to accommodate this pipeline in future).

Take note that the routes of the proposed pipelines are schematically shown on Figure 1 attached, but have to be finalised subsequent to detail pipeline route investigations.

#### 1.5. *Minimum items required*

The minimum requirements to accommodate the proposed development in the existing water system are master plan items SKW1.1, SKW1.2, SKW1.3 & SKW1.12 to improve network conveyance to the proposed development, in order to comply with the pressure and fire flow criteria as set out in the water master plan.

Master plan items 1, SKW1.18, SKW1.19 & SKW1.20 are not required as minimum items in order to accommodate the proposed development, but it is recommended that these items are also implemented in order to reduce high static pressures in the existing system and to improve network redundancy and conveyance to the proposed development.

## 2. **SEWER NETWORK**

### 2.1 *Drainage area*

The development falls within the future Klapmuts Main Pump Station (PS) drainage area. However, if it is possible to gravitate to the existing outfall sewer to the south of the development, the development can be accommodated in the existing Klapmuts PS 1 drainage area.

The recommended position for the sewer connection for the proposed development is at the future 160 mm diameter outfall sewer to the North of the development that gravitates to the future Klapmuts Main PS that pumps to the Klapmuts Waste Water Treatment Works (WWTWs). Alternatively, if possible, at the existing 160 mm diameter sewer to the South of the development, as shown on Figure 2 attached.

The development is inside the sewer priority area.

### 2.2 *Sewer flow*

In the original sewer master plan, the peak day dry weather flow (PDDWF) for the proposed development area (future area K13 in the June 2017 sewer master plan) was calculated at 24,8 kℓ/d.

For this re-analysis, the peak day dry weather flow (PDDWF) for the proposed development was calculated as 15,96 kℓ/d.



### 2.3 Present situation

The existing sewer system has sufficient capacity to accommodate the proposed development if it is possible to connect to the existing outfall sewer to the south of the development.

In the Sewer Master Plan it is however proposed that sewage from the proposed development area should gravitate through a new 160 mm diameter outfall sewer to the proposed Klapmuts Main PS.

The following link services item will be required to connect the proposed development to the proposed Klapmuts Main PS:

#### Link services

- Item 2 : 322 m x 160 mm Ø new outfall sewer R 652 000 \*

(\* Including P & G, Contingencies and Fees, but excluding VAT - Year 2018/19 Rand Value. This is a rough estimate, which does not include major unforeseen costs).

Take note that the route of the proposed pipeline is schematically shown on Figure 2 attached, but has to be finalised subsequent to a detail pipeline route investigation.

### 2.4 Implementation of the sewer master plan

The accommodation of the proposed development within the proposed Klapmuts Main PS drainage area requires the construction of a new main sewer PS, located at the lowest point next to N1 (southern side) and the R44 main Road (western side), as shown on Figure 2 attached.

In the sewer master plan for Klapmuts it is proposed that the existing Klapmuts pumping stations 1, 2, & 3 are decommissioned in the future and that sewage from their respective drainage areas are then redirected to this proposed Klapmuts Main PS.

The first phase of these bulk sewer upgrades is to decommission the existing Klapmuts PS 1, redirect sewage from the Klapmuts PS 1 drainage area to the proposed Klapmuts Main PS, and construct the Klapmuts Main PS and an accompanying 315 mm rising main:

#### Bulk sewer upgrades (Phase 1)

- |   |   |                |
|---|---|----------------|
| • | SKS1.8 : 960 m x 400 mm Ø New diversion sewer | R 3 621 000 *  |
| • | SKS1.13 : New 50 l/s Klapmuts Main PS         | R 3 536 000 *  |
| • | SKS1.14 : 1 382 m x 315 mm Ø New rising main  | R 4 129 000 *  |
| • | SKS5.2 : 45 m x 160 mm Ø New diversion sewer  | R 251 000 *    |
| • | SKS5.3 : Decommission existing Klapmuts PS 1  | R 75 000 *     |
|   | Total   | R 11 612 000 * |

The second phase of the bulk sewer upgrades is to decommission the existing Klapmuts PS 2 and redirect sewage from the Klapmuts PS 2 drainage area to the new Klapmuts Main PS drainage area.

#### Bulk sewer upgrades (Phase 2)

- |   |   |               |
|---|---|---------------|
| • | SKS1.7 : 220 m x 400 mm Ø New diversion sewer | R 1 129 000 * |
| • | SKS6.2 : 40 m x 250 mm Ø New diversion sewer  | R 191 000 *   |
| • | SKS6.3 : Decommission existing Klapmuts PS 2  | R 75 000 *    |
|   | Total   | R 1 395 000 * |



The last phase of the bulk sewer upgrades is to decommission the existing Klapmuts PS 3 and redirect sewage from the Klapmuts PS 3 drainage area to the proposed Klapmuts Main PS.

Bulk sewer upgrades (Phase 3)

• SKS1.12	: 1 075 m x 160 mm Ø New diversion sewer	R 2 969 000 *
• SKS7.3	: Decommission existing Klapmuts PS 3	R 75 000 *
Total		R 3 044 000 *

(\* Including P & G, Contingencies and Fees, but excluding VAT - Year 2018/19 Rand Value. This is a rough estimate, which does not include major unforeseen costs).

Take note that the routes of the proposed bulk sewer upgrades are schematically shown on Figure 2 attached, but have to be finalised subsequent to detail pipeline route investigations.

2.5 *Minimum items required*

The existing sewer system has sufficient capacity to accommodate the proposed development if it is possible for the internal sewer system of the development to gravitate to the existing sewer infrastructure to the south of Farm 716/27.

The minimum requirements to accommodate the proposed development in the proposed Klapmuts Main PS drainage area (as proposed in the Sewer Master Plan) are link service item 2 and master plan items SKS1.13 & SKS1.14.

### 3. CONCLUSION

The developer of portion 27 of Farm 716 in Klapmuts may be liable for the payment of a Development Contribution (as calculated by Stellenbosch Municipality) for bulk water and sewer infrastructure as per Council Policy.

The existing water system has insufficient capacity to accommodate the proposed development.

The minimum requirements to accommodate the proposed development in the existing water system are master plan items SKW1.1, SKW1.2, SKW1.3 & SKW1.12 to improve network conveyance to the proposed development, in order to comply with the pressure and fire flow criteria as set out in the water master plan.

Master plan items 1, SKW1.18, SKW1.19 & SKW1.20 are not required as minimum items in order to accommodate the proposed development, but it is recommended that these items are also implemented in order to reduce high static pressures in the existing system and to improve network redundancy and conveyance to the proposed development.

In the Sewer Master Plan it is proposed that development on Farm 716/27 is accommodated in the proposed Klapmuts Main PS drainage area.

The minimum requirements to accommodate the proposed development in the proposed Klapmuts Main PS drainage area (as proposed in the Sewer Master Plan) are link service item 2 and master plan items SKS1.13 & SKS1.14.

We trust you find this of value.

Yours sincerely

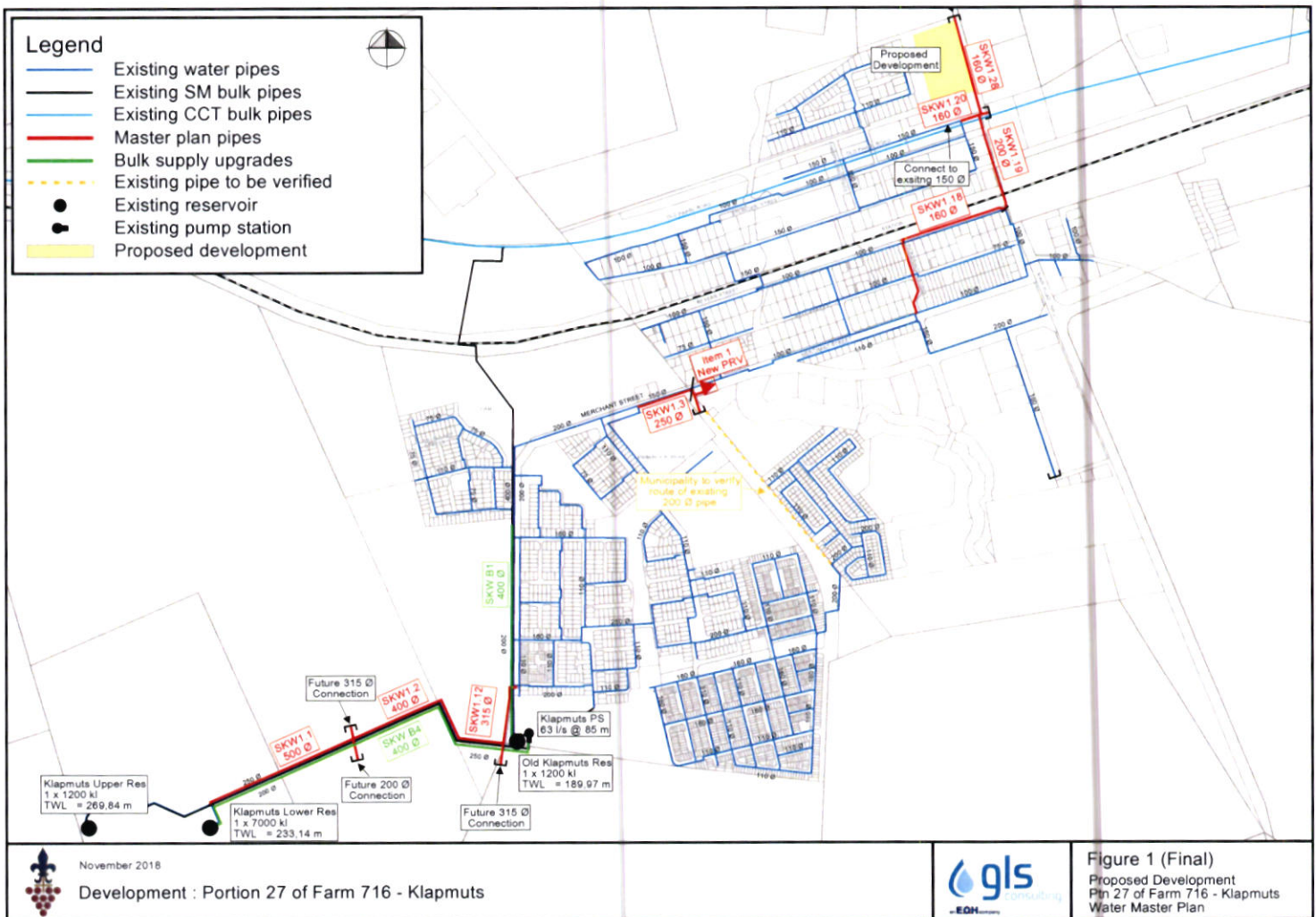
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REG. NO.: 2007/003039/07



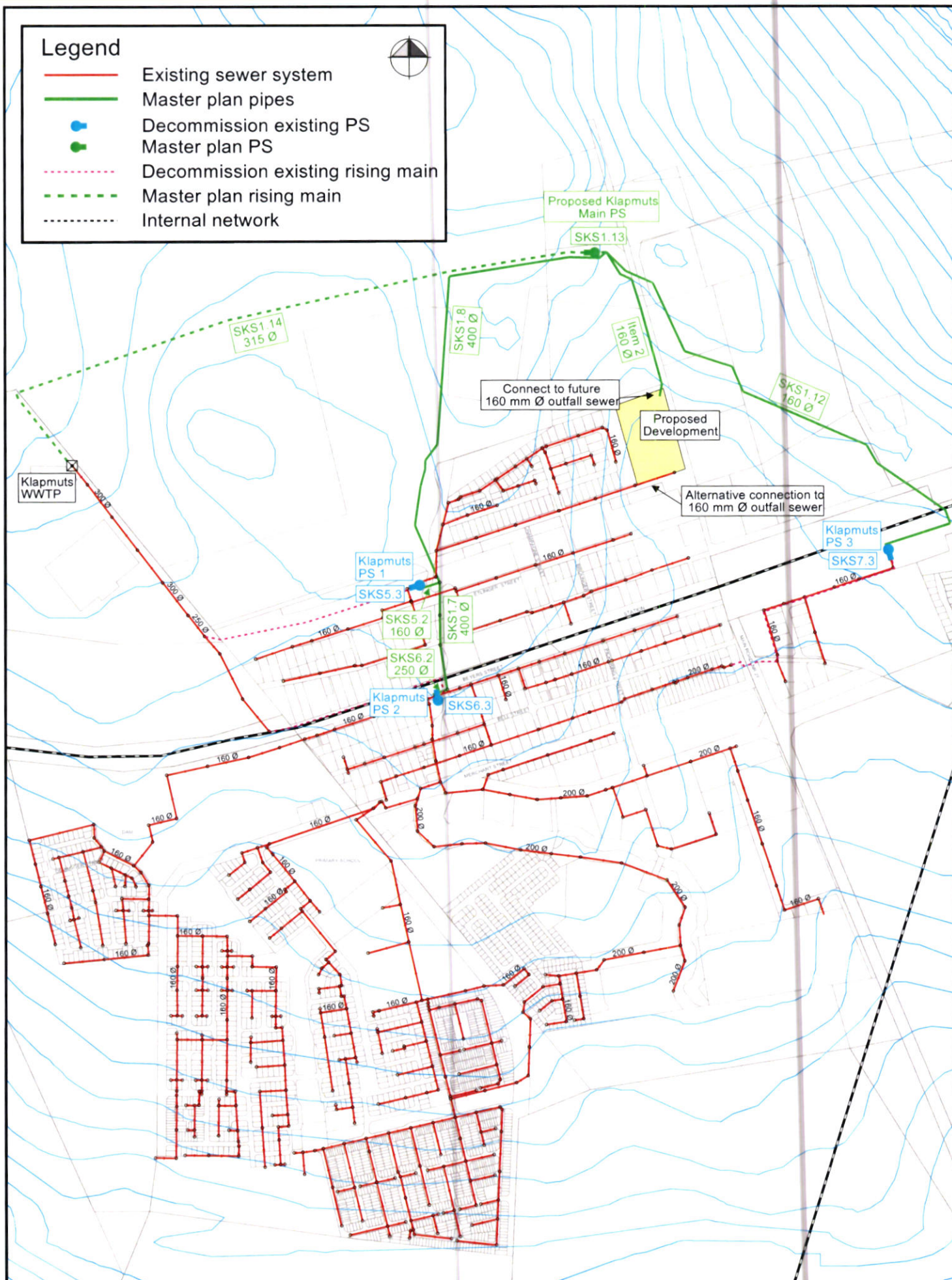
Per: PC DU PLESSIS

cc. The Director  
Directorate: Engineering Services  
Stellenbosch Municipality  
P. O. Box 17  
STELLENBOSCH  
7599

Attention: Mr Adriaan Kurtz







November 2018

Development : Portion 27 of Farm 716 - Klapmuts



**Figure 2 (Final)**

Proposed Development  
Ptn 27 of Farm 716 - Klapmuts  
Sewer Master Plan



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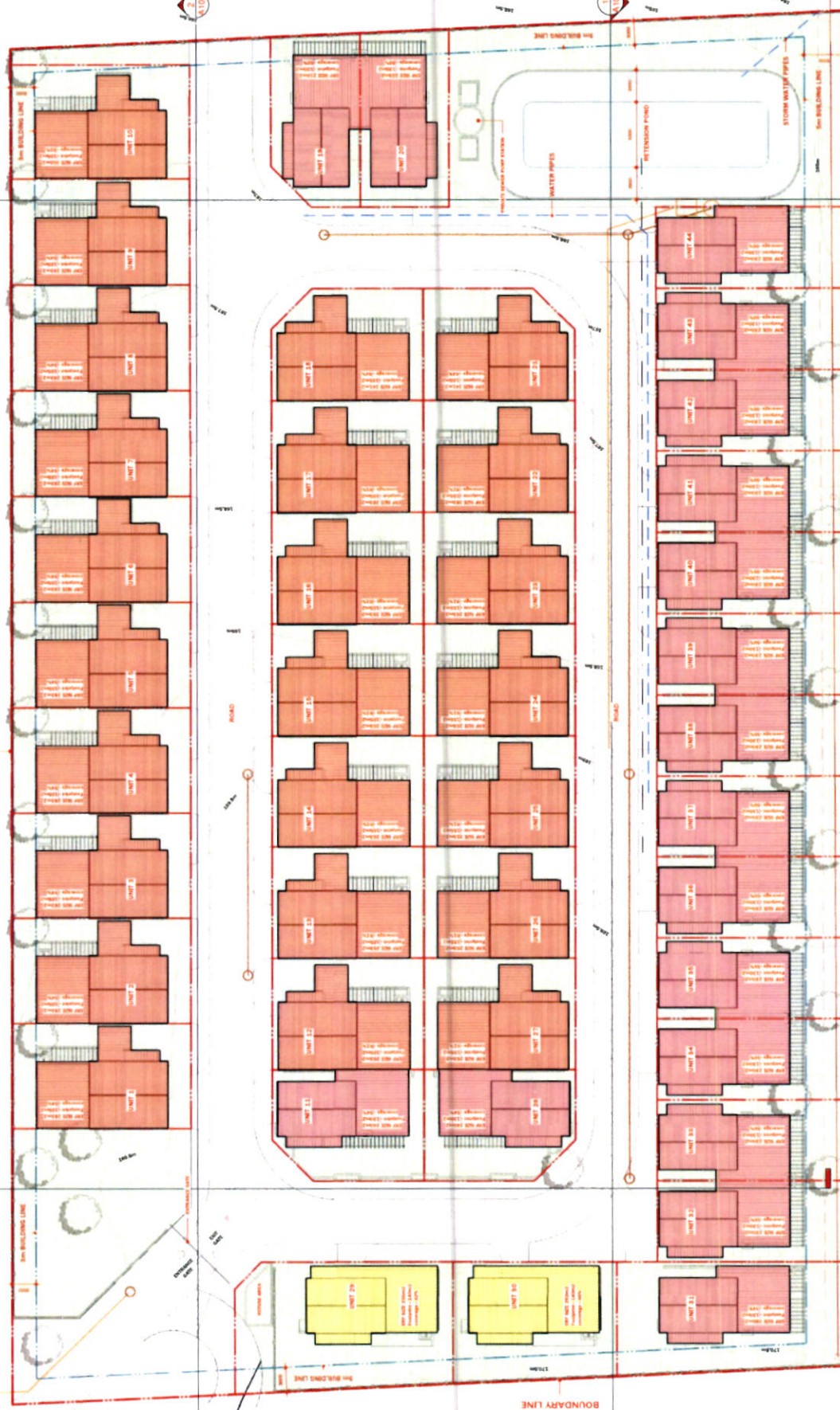
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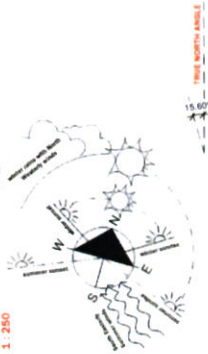
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## SITE DEVELOPMENT PLAN

SCALE: 1 : 250

15.6  
TRUE NORTH ANGLE





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## Ground Floor

CASE 1: 250



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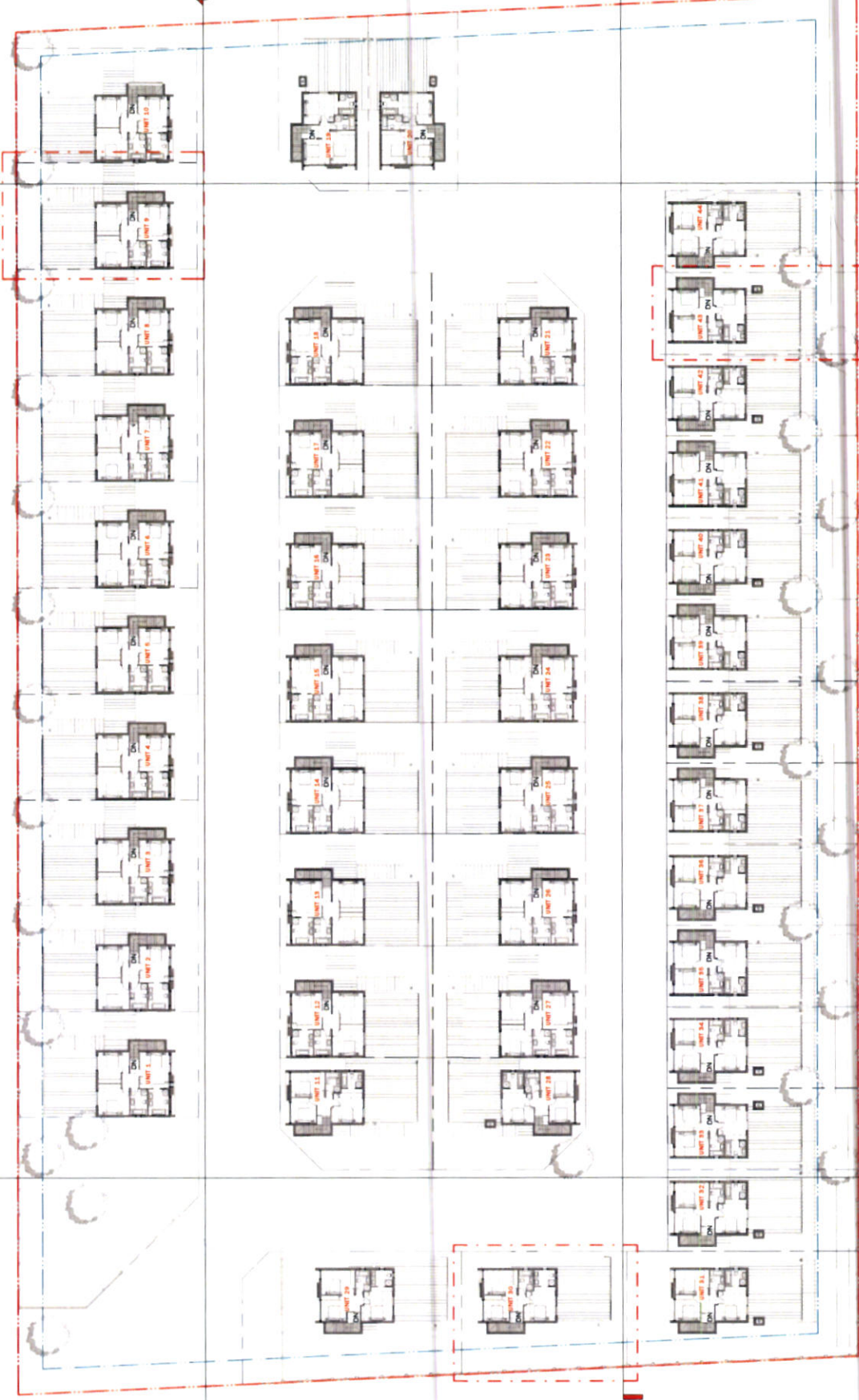
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First Floor  
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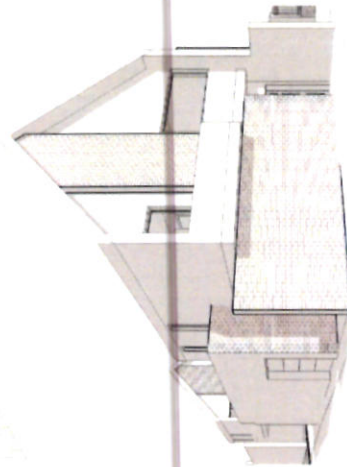
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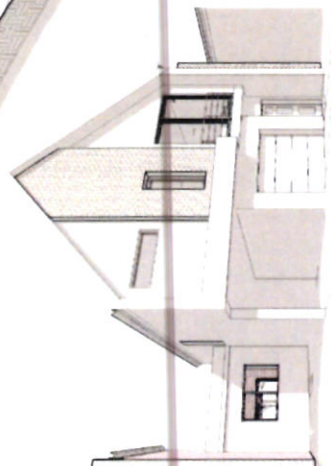
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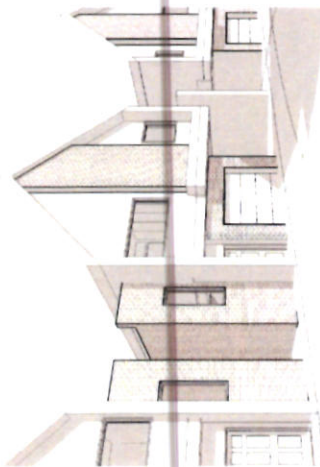
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## TYPICAL UNIT 2

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## TYPICAL UNIT 1





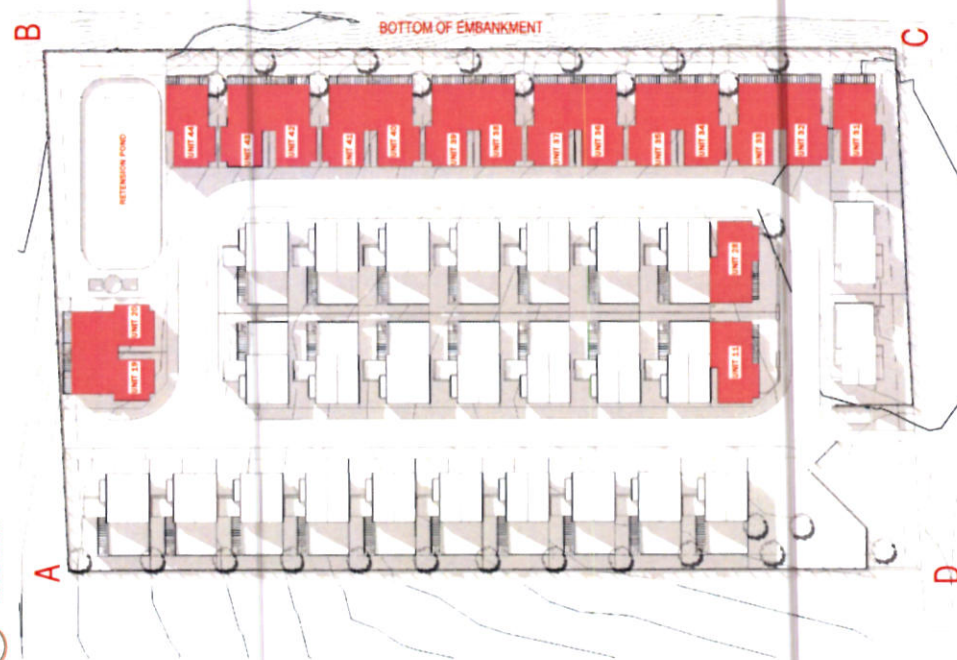




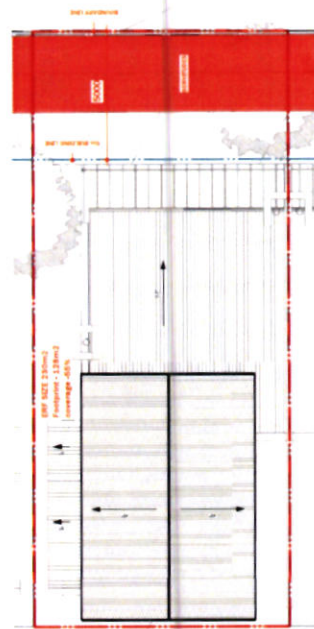
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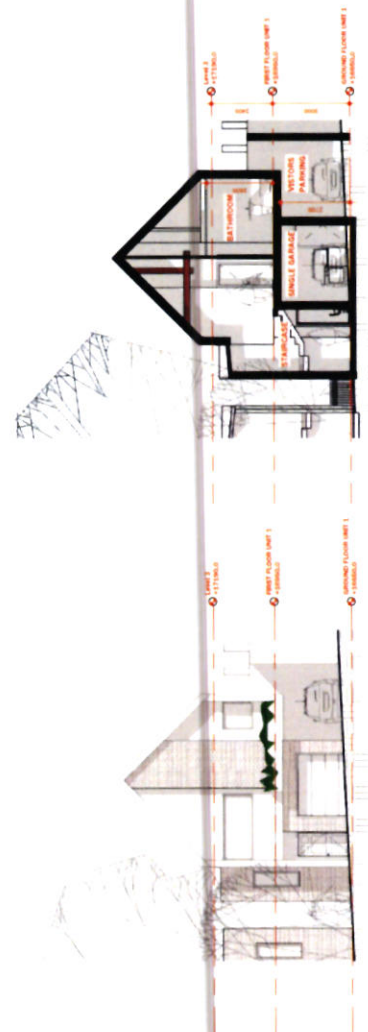
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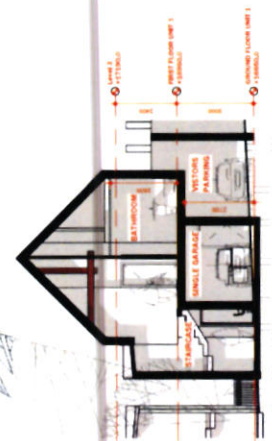
## URBAN LAYOUT



## Site UNIT 1



## Section 7



## Section 6



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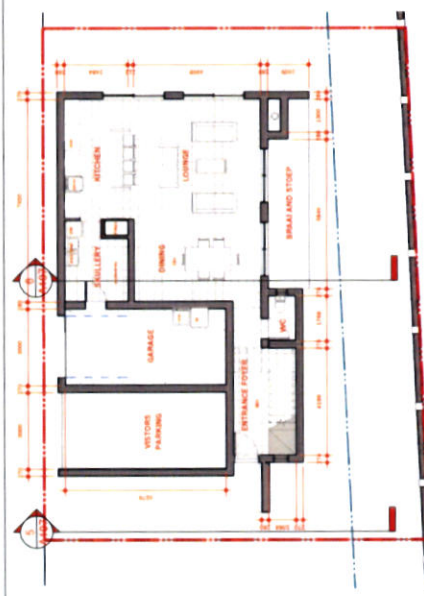
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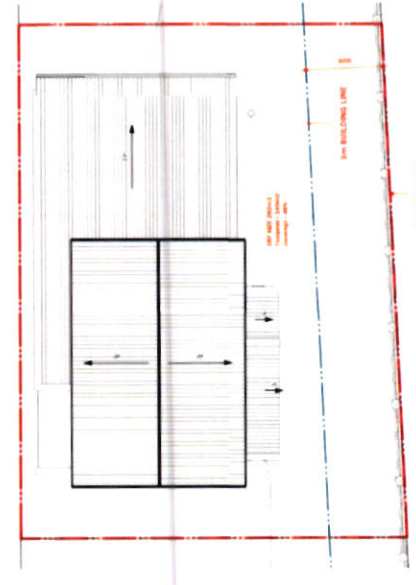
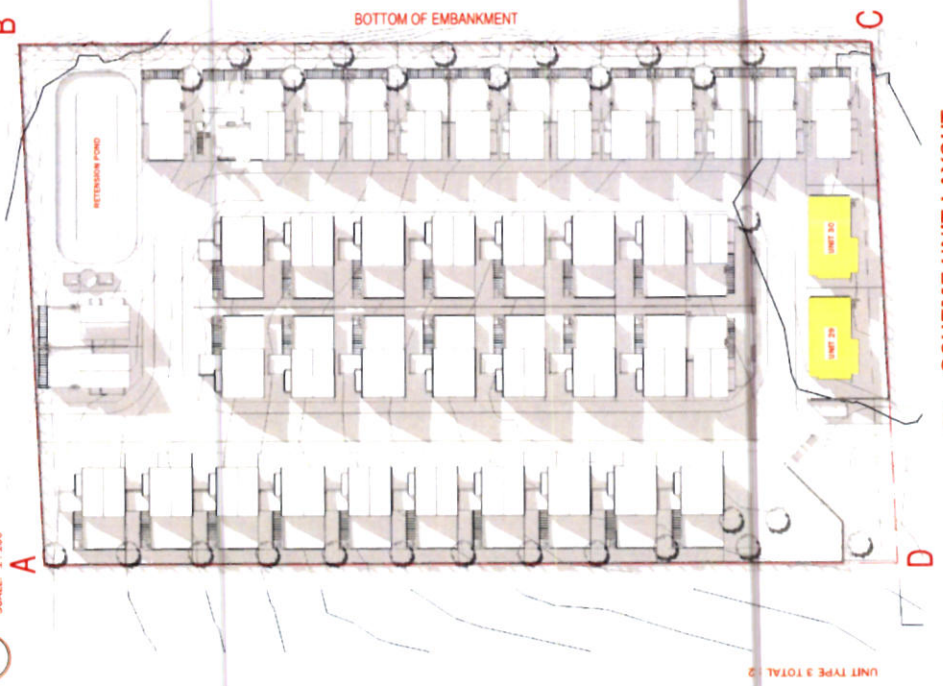
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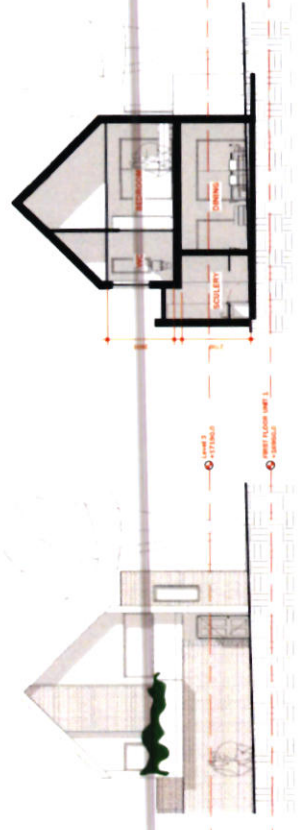


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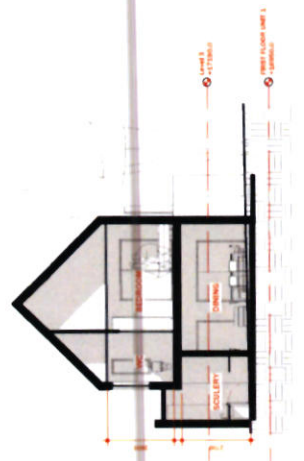
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SCALE: 1:100



4 Site UNIT 3  
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5 Section 21  
SCALE: 1:100



6 Section 22  
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Contact Person: Liezl du Plooy (Tel: 082 338 6466)  
Our Ref: D336  
Date: 14 October 2020

Stellenbosch Municipality  
Private Bag X5043  
Stellenbosch  
7599

For attention: Mr. Nigell Winter

Sir

## TRANSPORT IMPACT ASSESSMENT FOR THE PROPOSED DEVELOPMENT ON PORTION 27 OF FARM 716, KLAPMUTS

This transport impact assessment accompanies the development application for the above-mentioned property.

### 1. BACKGROUND

Deca Consulting Engineers were appointed by Active Planning Solutions to investigate the transport impact of the proposed residential development on Portion 27 of Farm 716, Klappmuts. The proposed development is situated north-west of the R44 (MR00027) / R101 (MR00189) intersection and south of the N1 (NR00101) in Klappmuts. The development is bordered by the R44 to the east and the Rozenmeer residential development to the west. The location is shown in the attached **Figure 1**.

### 2. DEVELOPMENT PROPOSAL

The proposed development will consist of 44 town houses. The site is approximately 1,71 hectares in size. The proposed layout is shown on the attached **Ground Floor Plan** (Studio Architecture Drawing No. A100 dated 9 October 2020).

### 3. EXISTING ROADS AND PROPOSED UPGRADING

Roads that will be affected most by the proposed development include the R44, R101, Brounger Street and, to a lesser extent, the N1 / R44 interchange. According to the 2016 Western Cape Government Access Management Guidelines, the R44 can be classified as a Major Arterial (Class 2), the R101 can be classified as a Minor Arterial (Class 3) and Brounger Street as a Local Street (Class 5).

The Western Cape Government has plans to upgrade the R44 to a divided four-lane road between the N1 (Km 51,77) and Stellenbosch (Km 36,2). The design for the dualling was done by AECOM in 2014. The design serves as guideline for all future accesses off the R44. Please refer to the attached drawing entitled **Future Upgrading Proposals for MR27** (AECOM Drawing No. J015057-01-10-001-P-0 Rev 08 dated 15 August 2014).

There are also plans to upgrade the R101 (MR27). This entails the dualling of the road to provide two lanes per direction. Additional lanes are proposed at the R44 / R101 intersection, and roundabouts are proposed at the R101 / Brounger Street and R101 / Groenfontein Road

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intersections. The proposed layout is shown on the attached **Future Upgrading Proposals for MR27** drawing (AECOM Drawing No. J01057-01-10-005-P-03 Rev 03, dated 2 May 2013).

The South African National Roads Agency Ltd (SANRAL's) planning for the N1 / N2 toll project shows no changes to the N1 / R44 interchange. An earlier design, however, does show the existing single span N1 bridge will be replaced by a four-span bridge to accommodate the dualling of the R44. Existing ramps are to remain unchanged, but the terminals of the east-facing ramps will be adapted to suit the new R44 carriageway. The design mentions that the ramps will remain stop-controlled. These details are shown on the attached **Klapmuts Interchange Layout Plan** (NRA Plan No. N01\_012\_D1702/H1/18A Rev 01, SANRAL, 31 January 2003).

#### 4. PROPOSED SITE ACCESS

The design for the dualling of the R44 shows that a left in / left out may in future be provided at a point directly to the north of the proposed development. There is a registered 10-metre wide right of way servitude at that position, leading from the R44 to Uitkoms Dam and the Farm Groenfontein Annex (Remainder of Portion 7 of Farm 716). The Farm 716/27 Site Development Plan shows that the internal road can eventually be extended to the servitude at such time as a formal road is constructed along the servitude. This will most likely happen when the neighbouring property to the north, Portion 5 of Farm 716, is developed.

A 15-metre wide right of way servitude also runs from the south-western corner of Portion 27 of Farm 716 westbound and intersects with Brounger Street, so that access can be gained off of Brounger Street for future developments east and north of Rozenmeer. These road servitudes can be seen in **Figure 2**. The Farm 716/27 will initially obtain access via Brounger Street and the 15-metre servitude only.

The Brounger Street / servitude road intersection is located approximately 70 metres north from the R101 / Brounger Street intersection and 50 metres south of the Brounger Street / Rozenmeer Street intersection. According to the 2008 AECOM Klapmuts Master Plan, the roadside environment of Klapmuts can currently be viewed as semi-rural, but the environment is expected to change to intermediate as the Klapmuts area continues to develop. Brounger Street can be classified as a Local Street (Class 5). According to the 2016 Western Cape Government Access Management Guidelines a minimum spacing of 40 metres is required between high-volume driveways off Class 5 roads in an intermediate roadside environment. The 70-metre access spacing thus complies with the spacing requirement.

There is currently no road between Brounger Street and the proposed development access. It is proposed that a two-lane undivided road with a 6,8-metre blacktop width be constructed from the Brounger Street intersection up to the development access. Bellmouths should have a minimum radius of 6 metres. The City of Cape Town Minimum Standard for Civil Engineering Services in Townships document was used as a guideline for the parameters of the access road, but it was adjusted in accordance with access roads in the vicinity of the development. The proposed access road can be seen in **Figure 3**.

#### 5. EXISTING TRAFFIC AND SERVICE LEVELS

The intersections expected to be affected the most by the proposed development are the R44 / R101, R101 / Brounger Street and the intersections at the N1 / R44 interchange.

Twelve-hour traffic counts were carried out on Wednesday 4 March 2020 for the R44 / R101 and the N1 / R44 interchange intersections. This was just before the National State of Disaster Level 5 was implemented by the Covid Command Council on 23 March 2020. The traffic counts taken on the 4<sup>th</sup> of March may therefore not be an accurate reflection of normal traffic



flows, due to many companies already implementing the remote working policy. The R44 / R101 intersection was recounted on Tuesday 29 September 2020. The R101 / Brounger Street intersection was counted on the same day. The on-and off-ramp to the N1 were not recounted due to the low impact the development will have on these intersections.

The three-hour traffic counts in the morning and four-hour traffic counts in the afternoon on 29 September 2020 yielded an AM peak hour between 07:30 and 08:30 for the R101 / Brounger Street intersection and an AM peak hour between 07:00 and 08:00 for the R101 / R44 intersection. The PM peak hour was observed between 16:45 and 17:45 for both these intersections. The April and September 2020 traffic volumes were used to analyse the intersections with the SIDRA computer programme to obtain existing service levels. Service levels give an indication of the delays experienced at an intersection. A level of service A represents a short delay, while a level of service F represents unacceptably long delays. A level of service D is generally used as the lowest acceptable standard for overall intersection operation. The results of the SIDRA analysis are discussed below.

R44 / R101 intersection: The SIDRA analysis of this four-legged signalised intersection was analysed with existing 2020 traffic volumes. The analysis indicates that the intersection operates at a level of service B during the AM peak hour and a level of service C during the PM peak hour.

R101 / Brounger Street intersection: This four-legged intersection has free flow on the R101 and stop control on Brounger Street. The SIDRA analysis with existing 2020 traffic volumes indicates that all movements currently operate at a level of service A during both the AM and PM peak hours.

R44 / N1 interchange:

Off-ramp from Paarl / R44 / On-ramp to Cape Town: This four-legged intersection has free flow on the R101 and stop control on the off-ramp from Paarl. The SIDRA analysis with existing 2020 traffic volumes indicates that all movements operate at a level of service C or better during the AM and PM peak hours.

Off-ramp from Paarl / R44 / On-ramp to Cape Town: This four-legged intersection has free flow on the R101 and stop control on the off-ramp from Cape Town. The SIDRA analysis with existing 2020 traffic volumes indicates that all movements operate at a level of service B or better during the AM and PM peak hours. In practice, some delays are experienced by vehicles wanting to turn right onto the R44.

Existing 2020 traffic volumes and service levels are shown in **Figure 4**.

## 6. BACKGROUND TRAFFIC

The proposed development is expected to be completed by 2025. Existing traffic volumes were increased by 3.25% per annum (rate obtained from the **Road Network Information System, Growth Rate Chart for MR00027, km 51.15**) to obtain expected 2025 traffic volumes.

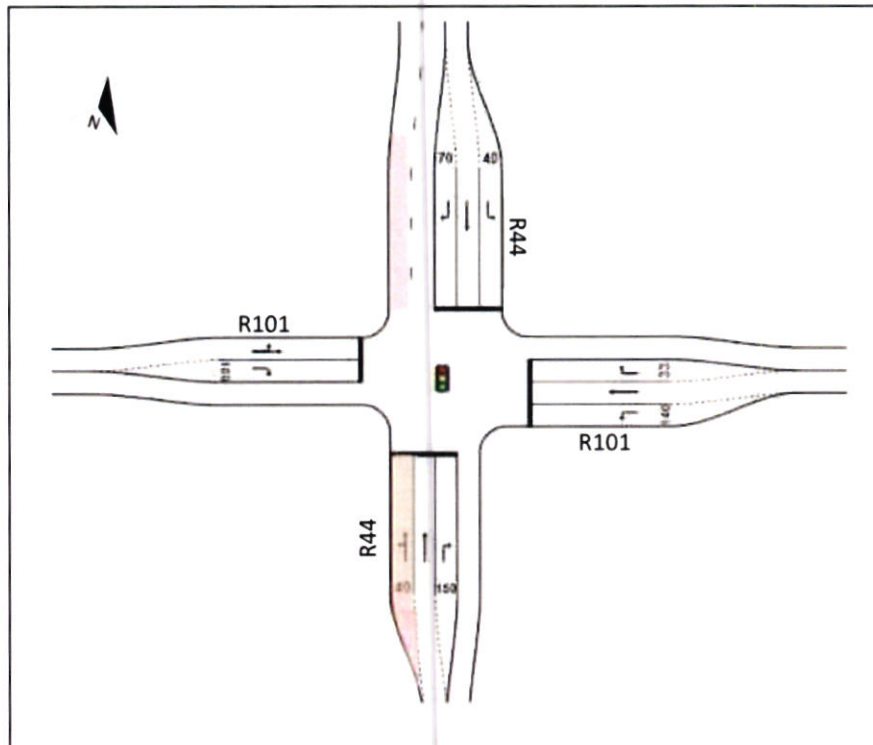
The intersections were again analysed with SIDRA to determine the baseline traffic situation against which the impact of the development could be measured. The results of the analysis are discussed below.

R44 / R101 intersection: The analysis indicates that the intersection will operate at a level of service B during the AM peak hour and a level of service F during the PM peak hour with background year 2025 traffic volumes. The unacceptable level of service during the PM peak hour occurs on north-and westbound movements on the southern approach. The dualling of the R44 and upgrading of the intersection as shown in the attached AECOM *Drawing No.*



J015057-01-10-001-P-0 has no commence date and is anticipated to not be in the near future. To improve the intersection level of service it is proposed that the intersection layout be improved as shown in **Diagram 1**. With the new proposed intersection layout, the intersection will operate at a level of service B during both the AM and PM peak hours. The levels of service will improve further with the layout as per AECOM's design.

**Diagram 1: Proposed new layout for the R44 / R101 intersection**



**R44 / Brongers Street intersection:** The analysis indicates that all movements will continue to operate at a level of service A during the AM and PM peak hours with background year 2025 traffic volumes. According to the AECOM R101 upgrading this intersection will be changed to a roundabout. With the new proposed layout all movements will also operate at a level of service A during the AM and PM peak hours.

**R44 / N1 interchange:**

**Off-ramp from Paarl / R44 / On-ramp to Cape Town:** The analysis indicates that the PM level of service for the northern approach will deteriorate to an F with the year 2025 background traffic volumes. All other movements will operate at a level of service C or better during the AM and PM peak hours. Although the SANRAL design for the upgrading of the N1 / R44 interchange indicates that the ramp terminals will remain stop-controlled, it is suggested that traffic signals should rather be provided to ensure acceptable service levels for all movements.

**Off-ramp from Paarl / R44 / On-ramp to Cape Town:** The analysis indicates that all movements will continue to operate at a level of service B or better during the AM and PM peak hours with the background year 2025 traffic volumes.

Year 2025 background traffic volumes and levels of service are shown in **Figure 5**.

## 7. TRIP GENERATION

The South African COTO TMH17 Trip Data Manual recommends a Trip Generation Rate (TGR) for townhouses as 0.85 trips per unit for both the AM and PM peak hours with a 25:75 in:out split during the morning peak hour and a 70:30 in:out split during the afternoon peak hour. The trip generation potential of the proposed residential development is shown in **Table 1**.

**Table 1: Trip Generation Potential of the proposed development**

Land use	Total Units	TGR	% In	% Out	Total	Trips in	Trips out
<b>AM</b>							
Town Houses	44	0.85	25%	75%	37	9	28
<b>TOTAL</b>					<b>37</b>	<b>9</b>	<b>28</b>
<b>PM</b>							
Town Houses	44	0.85	70%	30%	37	26	11
<b>TOTAL</b>					<b>37</b>	<b>26</b>	<b>11</b>

## 8. TRIP DISTRIBUTION

The trips generated by the proposed development were distributed onto Brounger Street assuming that 95% of the trips will turn south towards the R101 and only 5% will turn towards the Rozenmeer residential development. From there the generated trips were distributed onto the surrounding road network according to existing directional splits. The trip distribution is shown in **Figure 6**.

## 9. TRAFFIC IMPACT

The trips generated by the proposed development were added to the background traffic volumes to determine the expected total number of trips on the affected intersections of the road network after completion of the proposed development. The affected intersections were again analysed with the SIDRA computer programme to determine the expected service levels.

**R44 / R101 intersection:** The analysis indicates that the intersection will operate at a level of service B during the AM and PM peak hours with total 2025 traffic volumes and improved intersection layout shown in **Diagram 1**.

**R44 / Brounger Street intersection:** The analysis indicates that all movements will continue to operate at a level of service A during both the AM and PM peak hours with total 2025 traffic volumes.

**R44 / N1 interchange:**

**Off-ramp from Paarl / R44 / On-ramp to Cape Town:** Traffic from the Farm 716/27 development will increase traffic volumes through this intersection by 0.5% during the AM peak hour and by 0.3% during the PM peak hour. The analysis indicates that the northern approach will continue to operate at a level of service C during the morning peak hour and a level of service F during the afternoon peak hour with the existing intersection layout. All the other movements will continue to operate at a level of service B or better during both the AM and PM peak hours with total 2025 traffic volumes.



Off-ramp from Paarl / R44 / On-ramp to Cape Town: Traffic from the Farm 716/27 development will increase traffic volumes through this intersection by 0.4% during the AM peak hour and by 0.3% during the PM peak hour. The analysis with total 2025 traffic volumes indicates that all movements will continue to operate at a level of service B or better during the AM and PM peak hours.

The proposed development will have a low impact on the surrounding road network. Please see attached **Figure 7** for the expected total traffic volumes and levels of service of 2025.

## 10. PARKING AND INTERNAL ROADS

The minimum off-street parking ratio for the proposed development as indicated by the 2019 Stellenbosch Municipality Zoning Scheme By-Law are listed in **Table 2**.

**Table 2: Parking requirements for the proposed development**

Land use	Parking required per unit	Units	Total parking required
Group Housing	2	44	88
<b>Total</b>			<b>88</b>

The **Ground Floor Plan** shows that each of the 44 units will have a garage as well as an on-site parking bay, which means that the development will comply with the municipal requirement. The sizes of all parking bays should be in accordance with the latest edition of the South African Road Traffic Signs Manual.

The City of Cape Town Minimum Standard for Civil Engineering Services in Townships document was used as a guideline to evaluate the internal roads. The internal road can be classified as a single title (HOA-owned) private road (two-way) and should have a minimum blacktop width of 5,5 metres and bellmouth radii of 5 metres. This width will still be sufficient if the road has to become the throughfare to the adjoining RE/716/7.

The document also indicates that a minimum stacking space in front of the access gate for a development of this size is 12 metres. The access gate to the proposed development is situated on the proposed new access road which only serves the development. The refuse truck detour is situated approximately 31 meters from the access gate. The access gate complies with the minimum stacking requirements.

The Minimum Requirements for Waste Collections published by the City of Cape Town's Solid Waste Management Collections Department on 25 March 2019 was used to evaluate the refuse truck detour as shown on the SDP. The minimum requirements state that a turning circle radius of 11 meters shall apply with a minimum travelable surface of 5 meters. The refuse truck detour and dimensions are shown in **Figure 3**. A swept path analysis was run to ensure that a refuse truck will be able to manoeuvre along the refuse truck detour in a continuous forward movement. The analysis can be seen in **Figure 8**.

## 11. PUBLIC TRANSPORT AND NON-MOTORISED TRANSPORT

The proposed development is situated in Klappmuts, which is a fast developing area, but still relatively small with no formal taxi rank. Public transport services include mini-bus taxis and railway transport. The Klappmuts train station is situated at the northern end of Brongers Street, approximately 400 meters from the proposed development. It is anticipated that the development will generate a small number of public transport trips and no public transport improvements are required.



The development is expected to generate a small number of non-motorised trips. The non-motorised trips that will be generated will walk along Brounger Street from the railway station. Brounger Street has no paved walkways. It is proposed that a sidewalk be constructed on at least one side of the proposed access road from Brounger Street until the access gate, as shown in **Figure 3**.

## 12. CONCLUSIONS

It can be concluded that the proposed Klapmuts residential development on Portion 27 of Farm 716. Klapmuts will have a low transport impact. Other conclusions drawn from the transport impact assessment may be summarised as follows:

- The proposed development is situated north-west of the R44 (MR00027) / R101 (MR00189) intersection and south of the N1 (NR00101) in Klapmuts. The development is bordered by the R44 to the east and the Rozenmeer residential development to the west;
- There are plans for the upgrading of both the R44 and R101 by the Western Cape Provincial Government and for the upgrading of the N1 / R44 interchange by SANRAL;
- The development will consist of 44 town houses;
- The development will gain access off Brounger Street. The access complies with the relevant spacing requirements;
- No access road currently exists and the proposed access road design is shown in **Figure 3**;
- The intersections expected to be affected the most by the proposed development are the R44 / R101, R101 / Brounger Street and the intersections at the R44 / N1 interchange;
- All the affected intersections currently operate at acceptable levels of service;
- The proposed development has the potential to generate 37 trips during the AM peak hour (9 in, 28 out) and 37 trips during the PM peak hour (26 in, 11 out);
- The analysis of the affected intersections with background year 2025 traffic volumes indicates that two of the four intersections will operate at unacceptable levels of services;
- It is proposed that the R44 / R101 intersection be improved to the layout shown in **Diagram 1** as a short-term solution;
- The analysis of the affected intersections with the development trips added and the new proposed intersection layouts indicates that all movements at all intersections will operate at acceptable levels of service;
- The provision of 88 off-street parking spaces and garages will be sufficient for the proposed development;
- A refuse truck detour is proposed to accommodate the solid waste management of the development and is shown in **Figure 8**;
- It is anticipated that only a small number of public and no motorised transport trips will be generated by the proposed development. A sidewalk is proposed on at least one side of the access road. No public transport upgrades are proposed.


### 13. RECOMMENDATIONS

The recommendations made in the transport impact assessment may be summarised as follows:

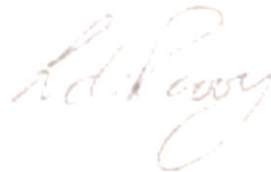
- It is proposed that an access road with a refuse truck detour should be constructed within the road reserve to the south of the development as shown in **Figure 3**;
- It is proposed that a paved walkway be constructed on at least one side of the access road from Brounger Street up to the access gate;
- The R44 / R101 intersection will operate at unacceptable levels of service with the background year 2025 traffic volumes and it is proposed that the intersection be improved to the layout shown in **Diagram 1** as a short-term solution until the layout is upgraded as per the attached **Future Upgrading Proposals for MR27** (AECOM Drawing No. J015057-01-10-001-P-0). The upgrade is necessitated by background traffic growth (not development trips) and the improvements will therefore be the responsibility of the Western Cape Provincial Roads Engineer;
- Parking bay dimensions should be in accordance with the latest edition of the South African Road Traffic Signs Manual;
- It is proposed that all internal roads be designed with a minimum black top width of 5,5 meters and bellmouth radii of 5 meters in accordance with the City of Cape Town Minimum Standard for Civil Engineering Services in Townships document.

We trust that you will find this transport impact assessment in order. Please contact the undersigned should there be any queries.

Yours truly,



**Renette Opperman (B. Eng Civil)**  
On behalf of: Deca



**Liezl du Plooy (M.Eng Pr.Eng)**









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KLAPMUTS RESIDENTIAL DEVELOPMENT  
 PORTION 27 OF FARM 716  
 KLAPMUTS

SCALE  
 1:20 000 (A4)  
 PLAN NUMBER  
 FIGURE 1








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KLAPMUTS RESIDENTIAL DEVELOPMENT  
 PORTION 27 OF FARM 716  
 KLAPMUTS  
ROAD SERVITUDES IN VICINITY OF DEVELOPMENT

SCALE  
 1:2 000 (A4)  
 PLAN NUMBER  
 FIGURE 2

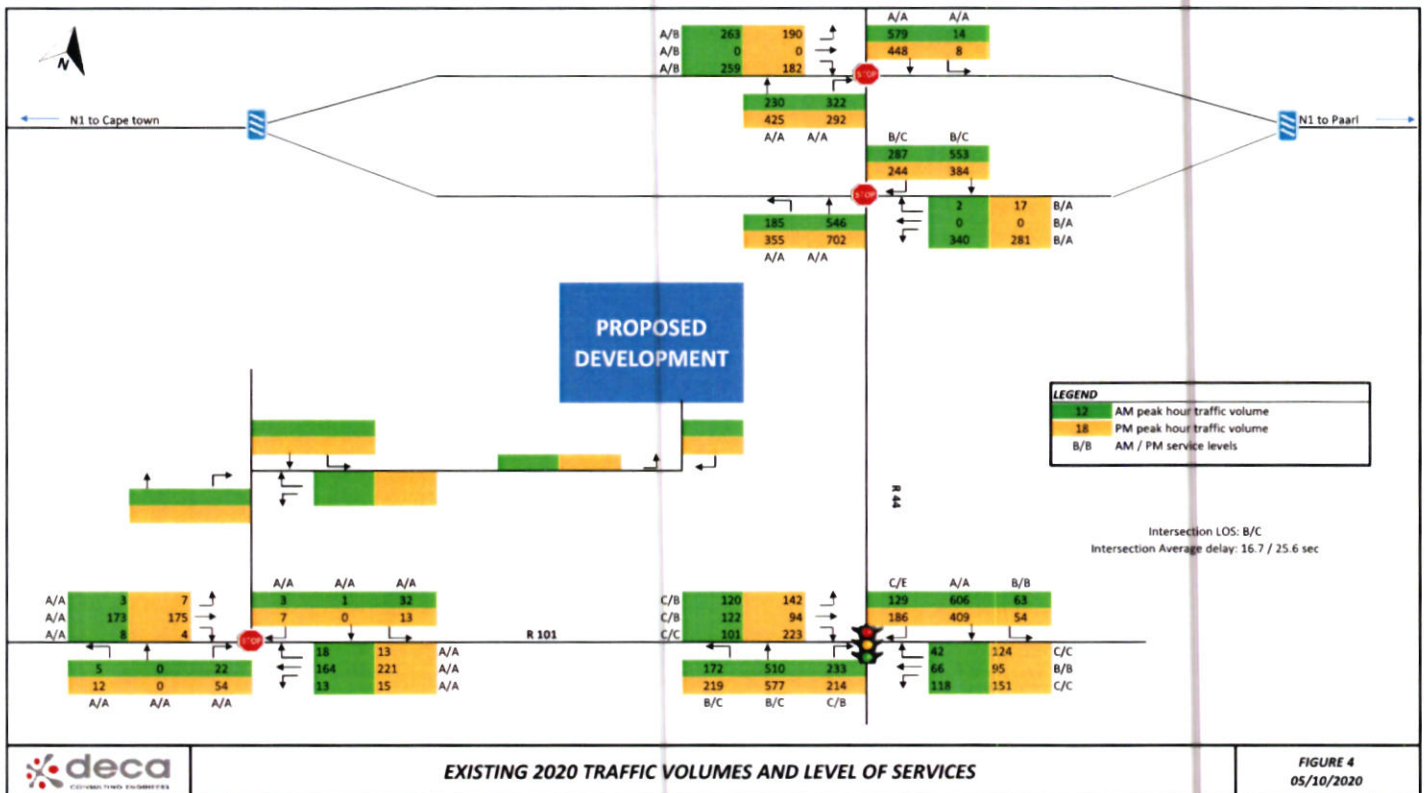


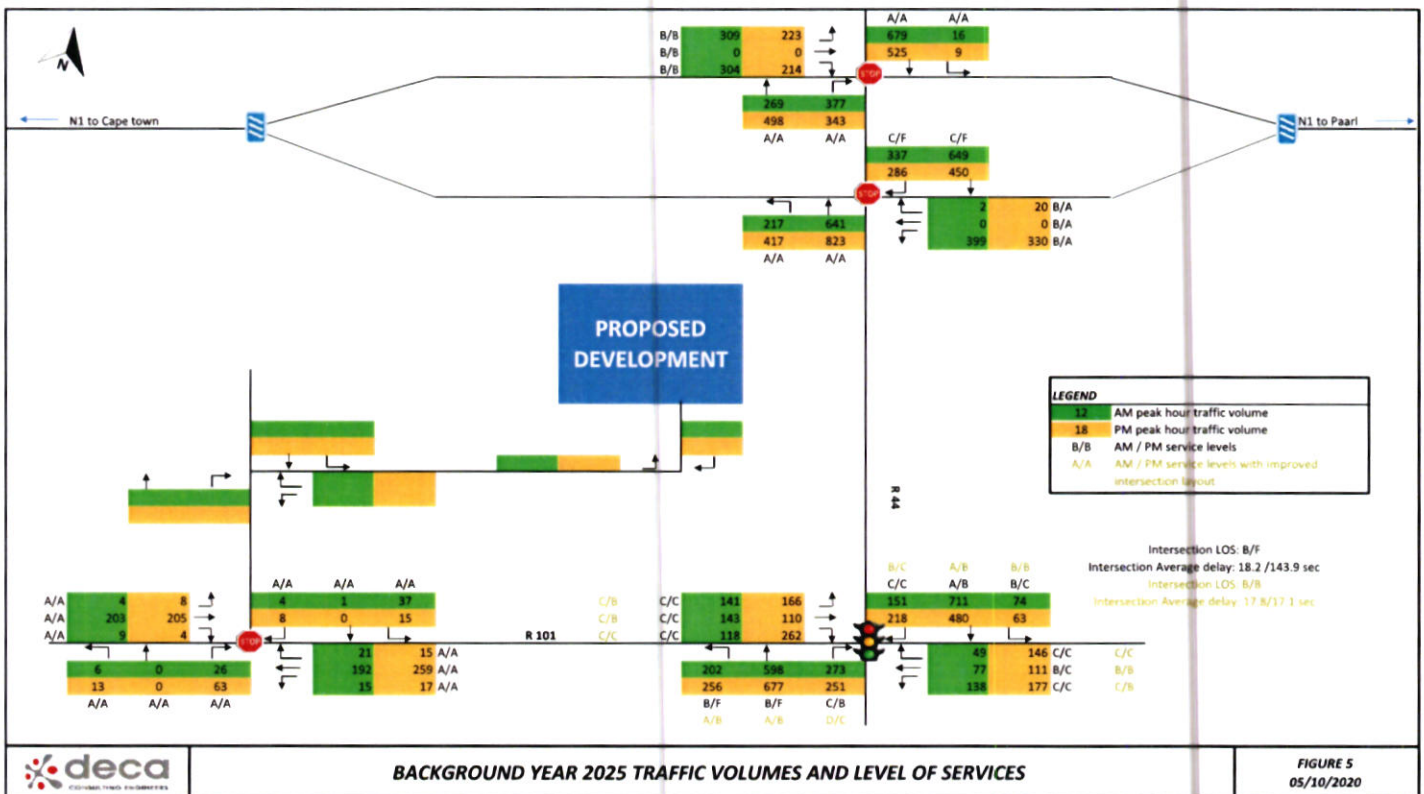
# LEGEND

DESCRIPTION	SYMBOL
Road servitude	
Proposed road edge	
Proposed centreline	
Proposed sidewalk	
Existing road edge	

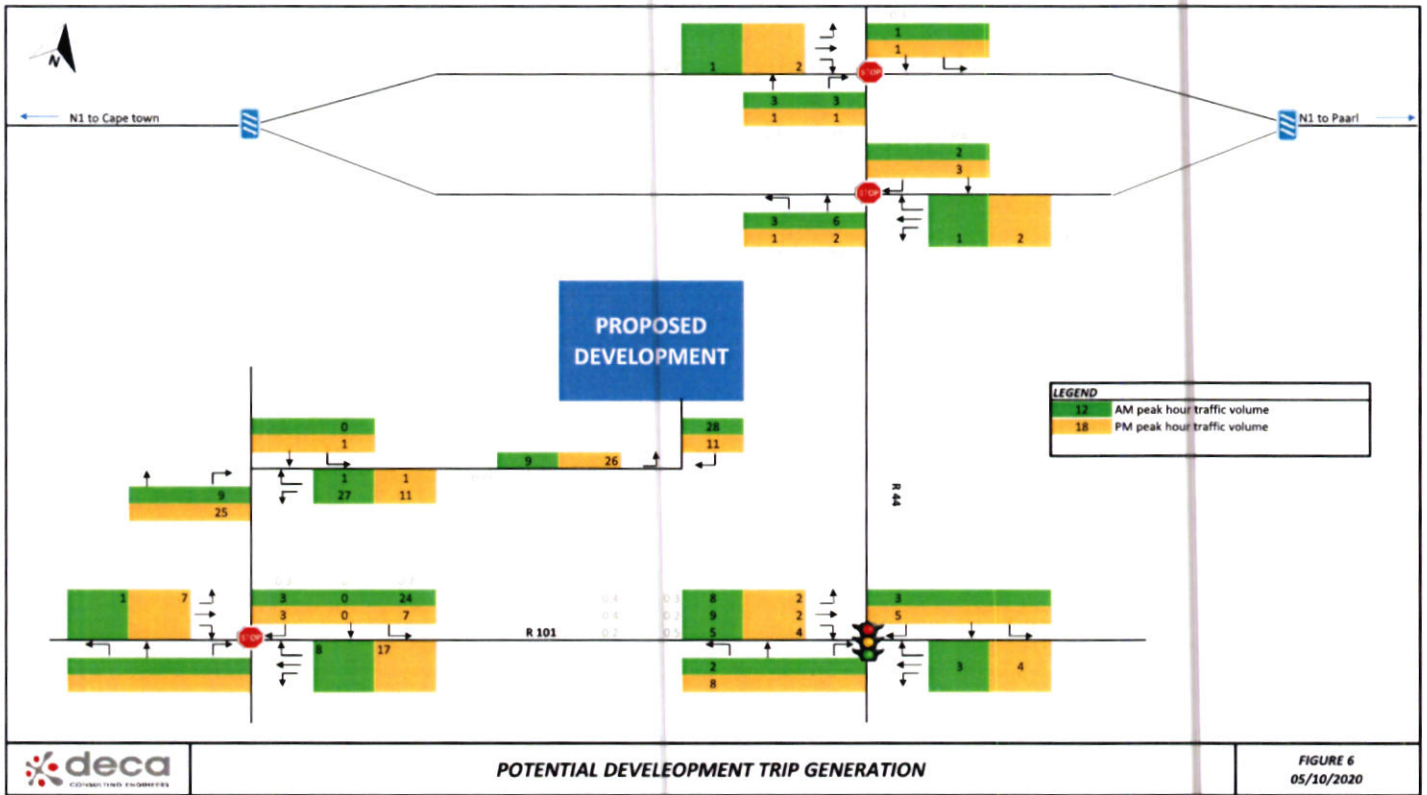


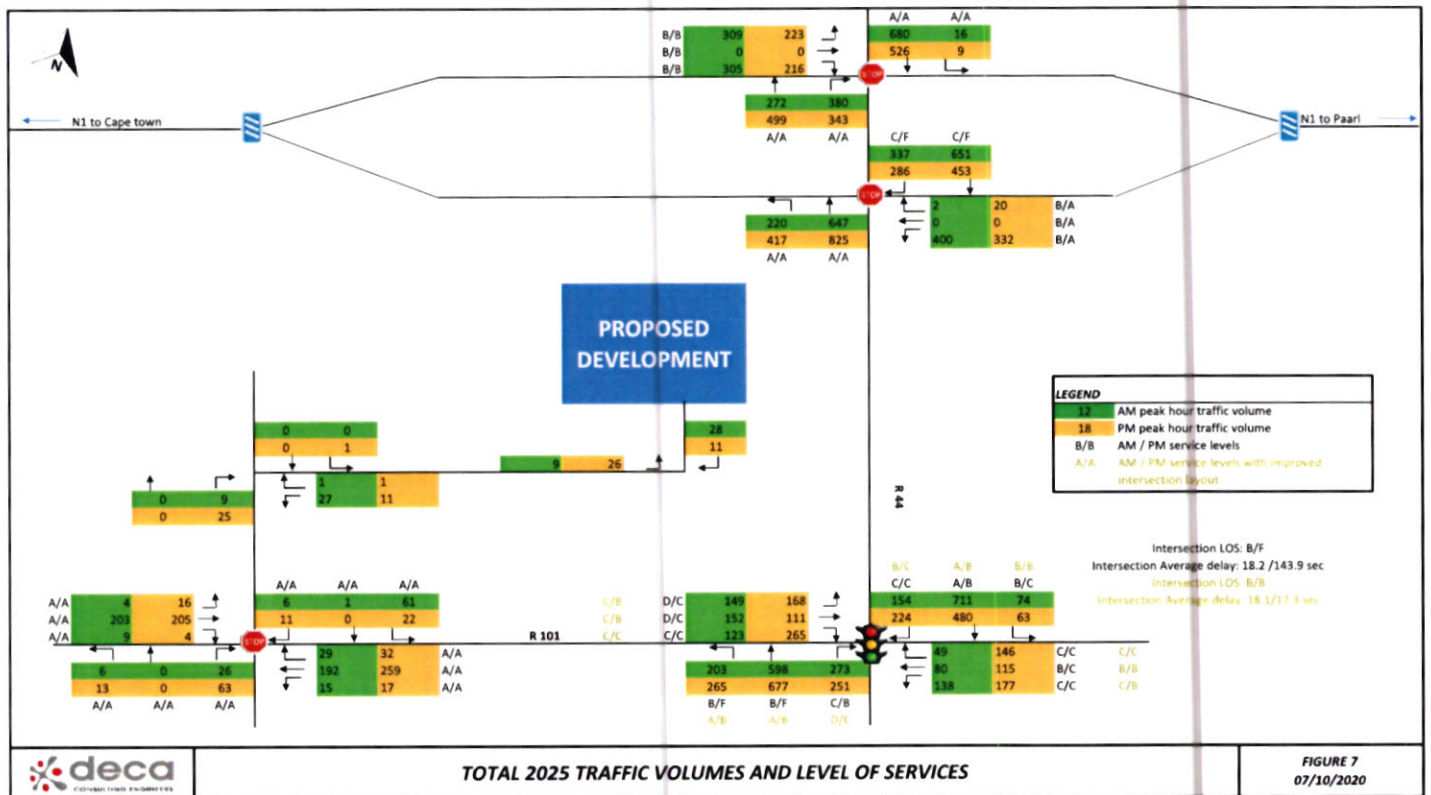








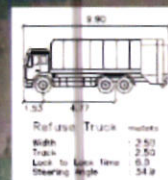
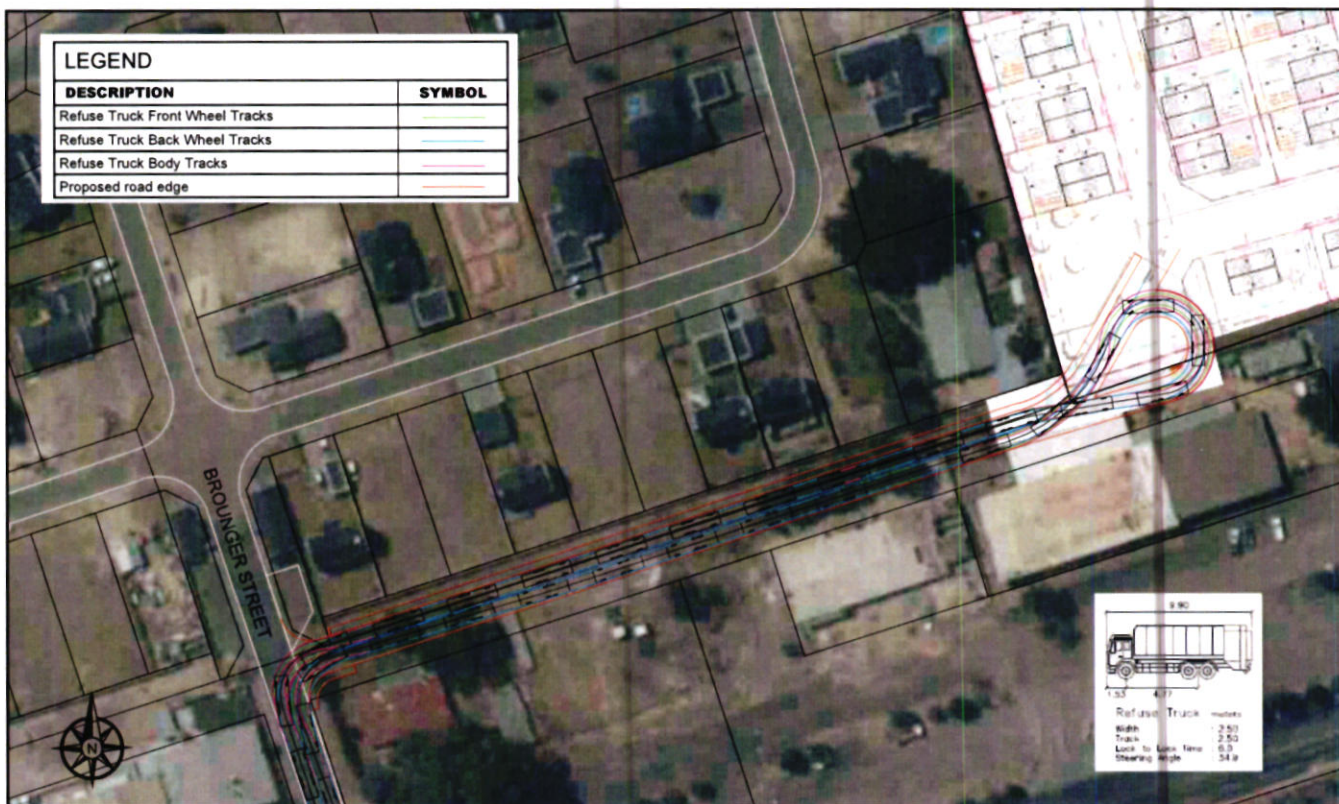






# LEGEND

DESCRIPTION	SYMBOL
Refuse Truck Front Wheel Tracks	<span style="color: red;">—</span>
Refuse Truck Back Wheel Tracks	<span style="color: blue;">—</span>
Refuse Truck Body Tracks	<span style="color: green;">—</span>
Proposed road edge	<span style="color: magenta;">—</span>



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 PO Box 1273  
 7 Paterson Street  
 Napier  
 6110

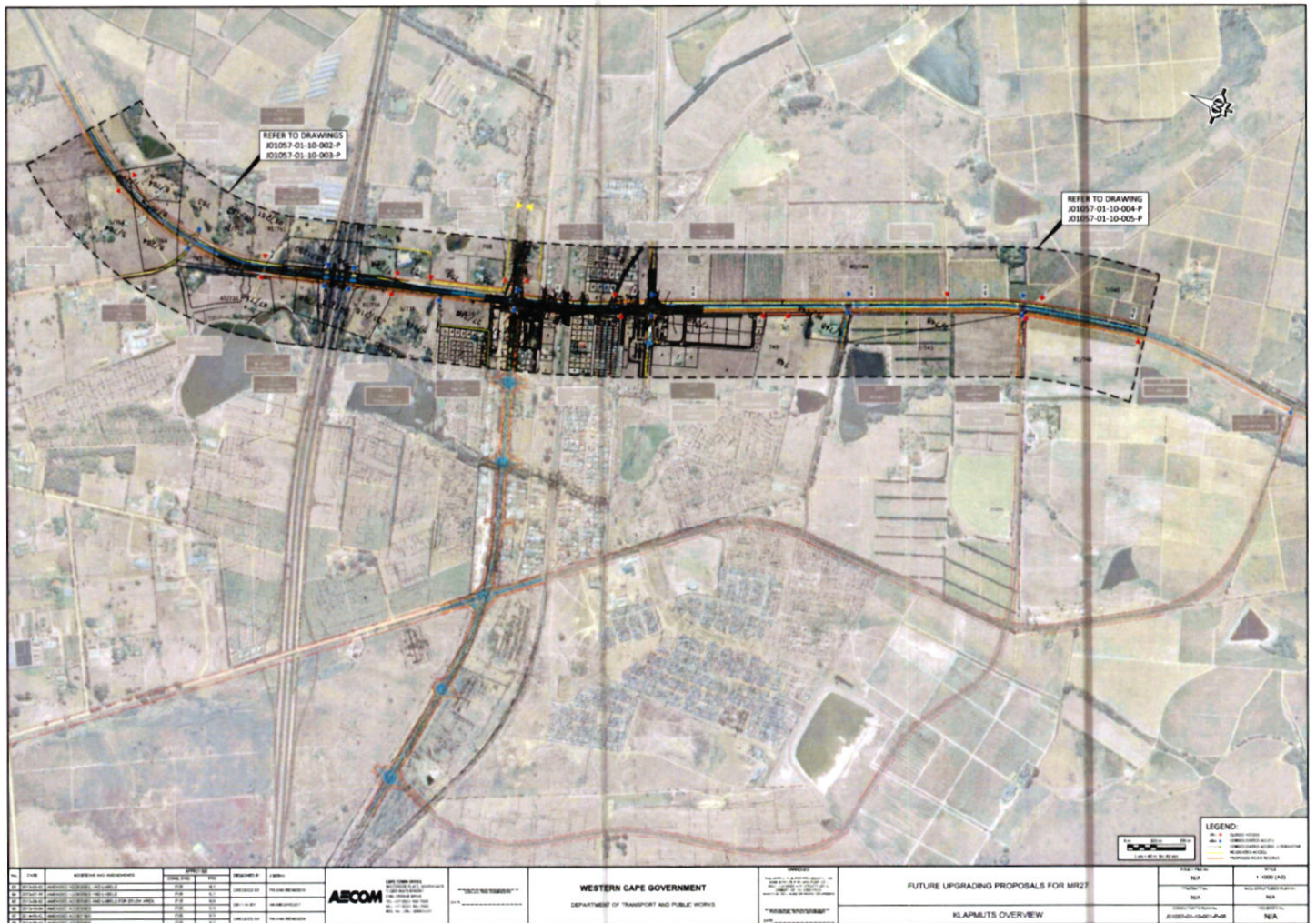
Tel: 081 312 2282  
 Fax: 081 312 2325  
 Email: [info@deca.co.nz](mailto:info@deca.co.nz)

KLAPMUTS RESIDENTIAL DEVELOPMENT  
 PORTION 27 OF FARM 716  
 KLAPMUTS  
 SWEEP PATH ANALYSIS - REFUSE TRUCK

SCALE  
 1:1 000 (A4)  
 PLAN NUMBER  
 FIGURE 8

[illegible]





11

STBB SMITH TABATA BUCHANAN BOYES  
5 High Street  
Rosenpark  
Bellville  
7530  
Telephone Number 021-9433800

Prepared by me

CONVEYANCER  
STEYTLER JG-G  
FERREIRA H

FEE

R. 250.00

T 044096 / 08

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

ELÉNE GROENEWALD

appeared before me, REGISTRAR OF DEEDS at Cape Town, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at Cape Town on 12 May 2008 granted to him by

The Trustees for the time being of THE ISADORE J. HODES FAMILY  
TRUST  
No. 179/1985

DATA / CAPTURE  
09 JUL 2008  
NCAPALL

DATA / VERIFY

1.7 JUL 2008

LARNEY F

FOR FURTHER ENDORSEMENTS  
SEE PAGE 4

EXAMINED AND NOTED INSIDE



And the appearer declared that his said principal had, on 31 March 2008, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**EXCLUSIVE ACCESS TRADING 459 (PTY) LTD**  
**Registration No. 2006/032797/07**

or its Successors in Title or assigns, in full and free property

**PORTION 27 (PORTION OF PORTION 3) OF THE FARM GROENFONTEIN  
ANNEX Nr 716, in the Drakenstein Municipality, Division Paarl, Western Cape  
Province**

**IN EXTENT 1,7131 (SEVENTEEN THOUSAND ONE HUNDRED AND  
THIRTY ONE) HECTARES**

**FIRST TRANSFERRED by Deed of Transfer No. T18991/1956 with diagram No.  
4300/56 relating thereto and HELD by Deed of Transfer no. T42612/1991.**

A SUBJECT to the conditions referred to in Deed of Transfer  
No.T18991/1956.

B SUBJECT FURTHER to the term of a Servitude, an endorsement whereof  
dated 3<sup>rd</sup> March 1950 appears on deed of Transfer No.T8581/1945,  
reading:

"By Deed of Transfer No.T2654/1950 dated this day the properties thereby  
transferred are subject to the following condition in favour of the properties  
paras. 1 and 4 held hereunder:

That the properties thereby transferred shall not be used for holding public  
auction sales or livestock, thereon.

As will more fully appear on reference to said Deed of Transfer."





WHEREFORE the said Appearer, renouncing all right and title which the said

**The Trustees for the time being of THE ISADORE J. HODES FAMILY  
TRUST  
No. 179/1985**

heretofore had to the premises, did in consequence also acknowledge them to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

**EXCLUSIVE ACCESS TRADING 459 (PTY) LTD  
Registration No. 2006/032797/07**

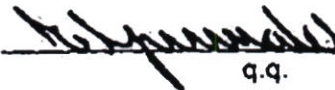
or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R2 700 100,00 (TWO MILLION SEVEN HUNDRED THOUSAND ONE HUNDRED RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

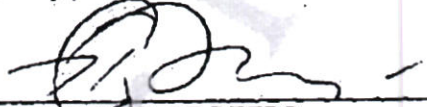
THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at Cape Town on

2008

30 June

  
q.q.

In my presence

  
REGISTRAR OF DEEDS



000002670/2015  
VA

- 4 -

T 44 096 / 08

Certified a true copy of the duplicate original filed or record in this Registry, issued to serve in place of the original thereof under the provisions of Deeds Regulation No. 68 (1)

Deeds Registry  
Cape Town

Asst. Registrar of Deeds

07 APR 2015

For Information

COORDINATES-SYSTEM: LO,19



- NOTES**
1. Heights relate to mean sea level.
  2. Heights are accurate to  $\pm 0.5$  ft.
  3. Heights are in meters.
  4. ☐ Seaforce Survey Control Point
  5. ☒ Seaforce Station
  6. ☐ Seaforce Victor Station
  7. ☒ Seaforce Lamp Pole
  8. ☒ Seaforce Electric Pole
- 76 All spot heights and positions are single measurement and are therefore subject to error, any point used as a critical design the point should be rechecked or checked.

M J GLUCKMAN  
PROFESSIONAL LAND SURVEYOR  
615 LIESNECK ROAD  
REISENBACH  
CAPE TOWN  
7700

TELEPHONE 085 446-7177  
FAX 085 446-7156  
E-MAIL [n.j@allnet.be](mailto:n.j@allnet.be)

MOVING :	REMARKS
SCALE :	1 / 100
MADE BY :	R. CHANDER
DATE :	26 MAY 2000

WILEY-BLANKENHORN





# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## AMPTELIKE KWITANSIE / OFFICIAL RECEIPT

✉ 17, STELLENBOSCH 7599  
☎ 021 808-8578 / 8547 / 8546  
📠 021 886 7318

### DUPPLICATE RECEIPT

Receipt M/c: DIR1 Duplicate Rec.No: 173571 Date: 21/01/2021  
Local Authority: Stellenbosch Municipality

1 STB

N

17500.00

30111060201

05236

CASHFOCUS

DIRECT 030111060201 CASHFOCUS LU12309 ER

Total Allocations :

17500.00

Credit Transfer :

17500.00





Locality: Portion 27 of Farm 716

- Legend
- Farm Portions
  - Erf

Scale: 1:7 462  
Date created: October 19, 2020

Compiled with CapeFarmMapper

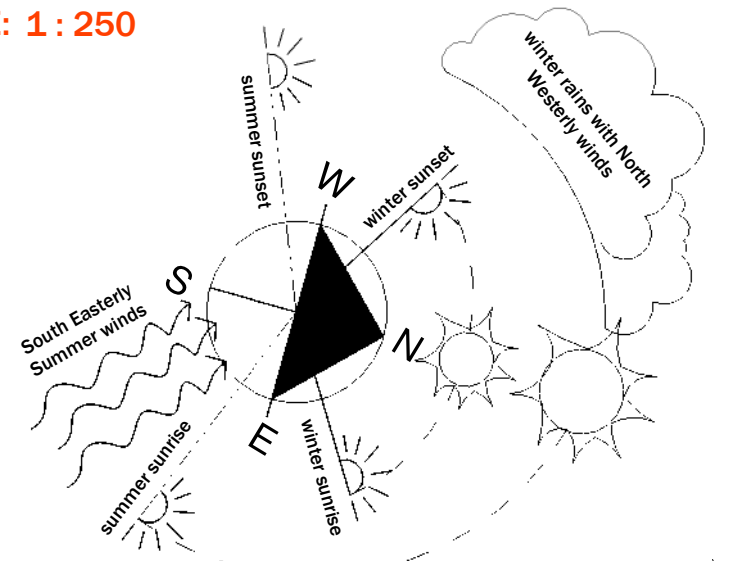




1

SITE DEVELOPMENT PLAN

SCALE: 1 : 250



TRUE NORTH ANGLE

ZONING ERF	UNIT TYPE 1	UNIT TYPE 2	UNIT TYPE 3	GREEN SPACE	RETENSION POND	BUILT ROAD	BUILDING SETBACKS	HEIGHTS
ERF size	16964.65m²			5891m²	163.4m²	2456m²	Common Boundary	Actual Height
Occupancy	HOUSING						Street Boundary	
Total Units	44 Units							
44 Garages								
44 Visitors								
Parking Bays								
	SUBTOTAL	SUBTOTAL	SUBTOTAL					
Unit Type Total	18 Units	Unit Type Total	24 Units	Unit Type Total	2 Units			

VERIFY US

STUDIO ARCHITECTURE  
UNIT B  
RIBBON STREET  
UITZIGT  
DURBANVILLE  
CAPE TOWN  
7550  
info @ architek.co.za  
+27 2072320

GENERAL NOTES FOR CONTRACTOR/ DEVELOPER/ OWNER

Quality of materials and workmanship to comply with the relevant S.A.B.A specifications and/or as per the SPECIFICATIONS OF MATERIALS AND METHODS TO BE USED. Contractor to verify all levels,heights and dimensions on site.Possible discrepancies between consultant's documentation to b pointed out to the Architectural Firm prior to construction.If in doubt consult the Architectural Designer.No construction may proceed on site prior to the approval of all drawings by the local authority.Any building work that commences prior to building plans approval is completely at owners risk.The Architectural Firm will take no responsibility of any losses incurred..

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STUDIO ARCHITECTURE  
CLIENT SIGNATURE

Client Name  
**MT3 PROPERTY DEVELOPERS**

Sheet Name

Site Coverage

Project number MT320200702

Date Issue Date

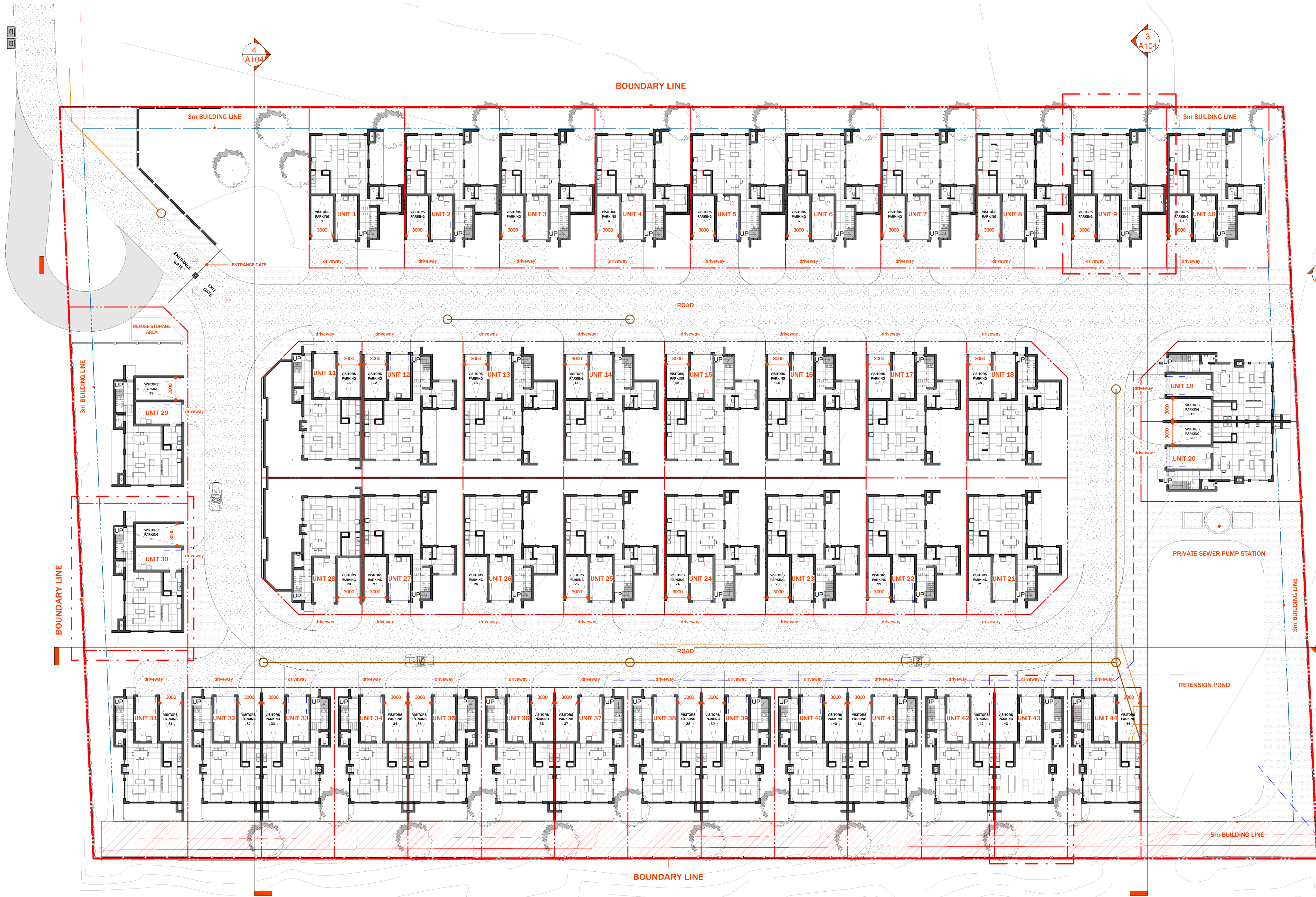
Drawn by Author

Checked by Checker

A108

Scale As indicated





# Ground Floor

SCALE: 1 : 250



STUDIO ARCHITECTURE  
UNIT 8  
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UITZIGHT  
DURBANVILLE  
CAPE TOWN  
7550  
INFO @ ARCHITEK.CO.ZA  
+27 2072320

## GENERAL NOTES FOR CONTRACTOR/ DEVELOPER/ OWNER

Quality of materials and workmanship to comply with the relevant S.A.B.A specifications and/or as per the SPECIFICATIONS OF MATERIALS AND METHODS TO BE USED. Contractor to verify all levels, heights and dimensions on site. Possible discrepancies between consultant's documentation to be pointed out to the Architectural Firm prior to construction. If in doubt consult the Architectural Designer. No construction may proceed on site prior to the approval of all drawings by the local authority. Any building work that commences prior to building plans approval is completely at owners risk. The Architectural Firm will take no responsibility of any losses incurred.

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CLIENT SIGNATURE

Client Name

**MT3 PROPERTY DEVELOPERS**

Sheet Name

**Ground Floor Plan**

Project number MT320200702

Date Issue Date

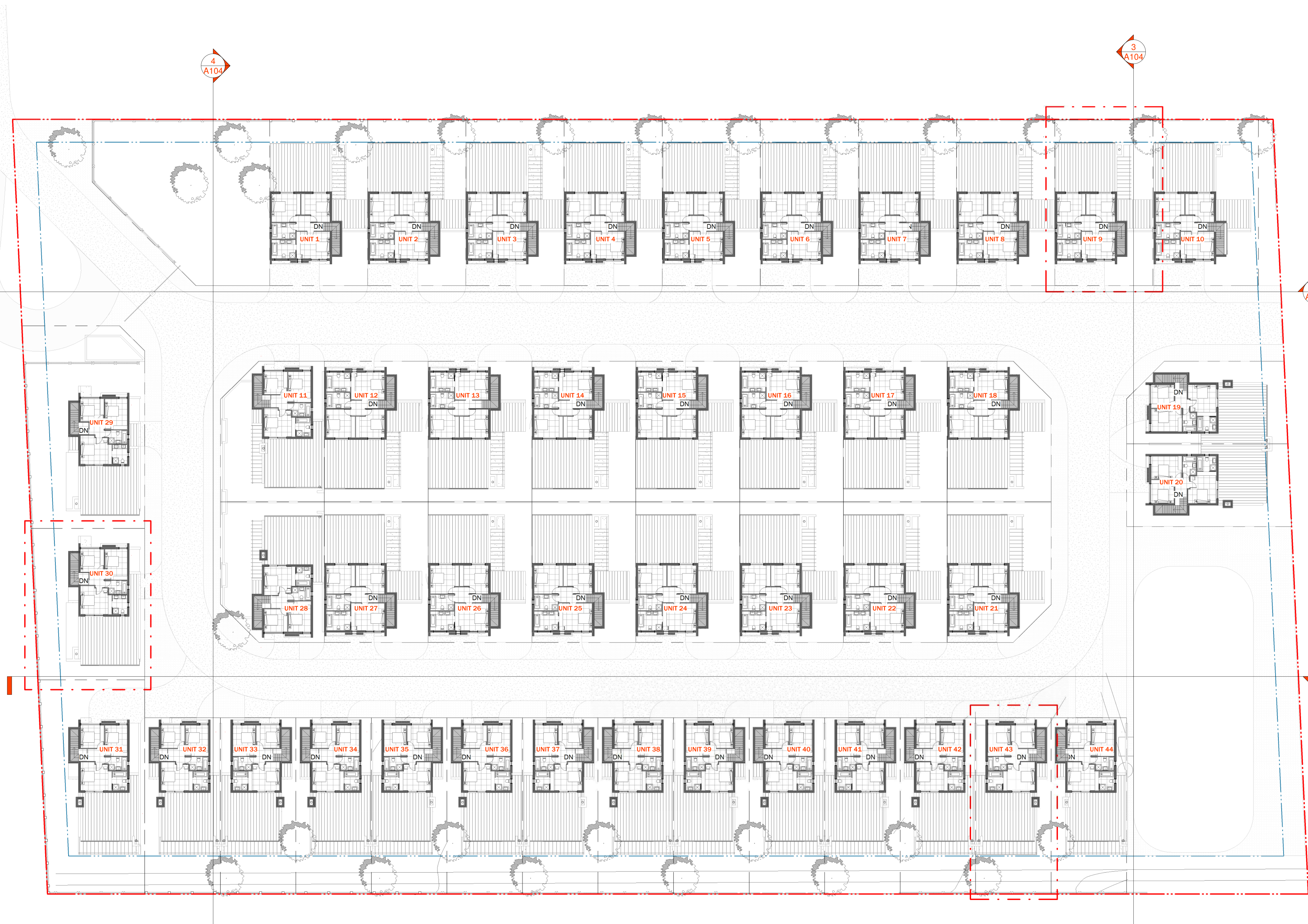
Drawn by Author

Checked by Checker

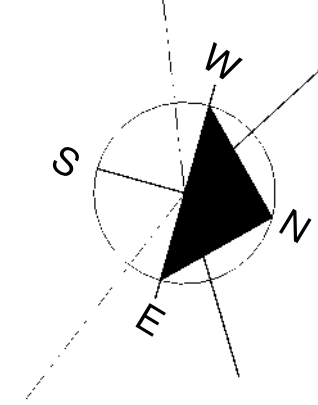
A100

Scale 1 : 250





**1 First Floor**  
SCALE: 1 : 250





VERIFY US  
  
STUDIO ARCHITECTURE  
UNIT B  
RIBBON STREET  
UITZIGHT  
DURBANVILLE  
CAPE TOWN  
7550  
INFO @ ARCHITEK.CO.ZA  
+27 2072320

GENERAL NOTES FOR CONTRACTOR/ DEVELOPER/ OWNER

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**MT3 PROPERTY DEVELOPERS**

Sheet Name

**First Floor Plan**

Project number MT320200702

Date Issue Date

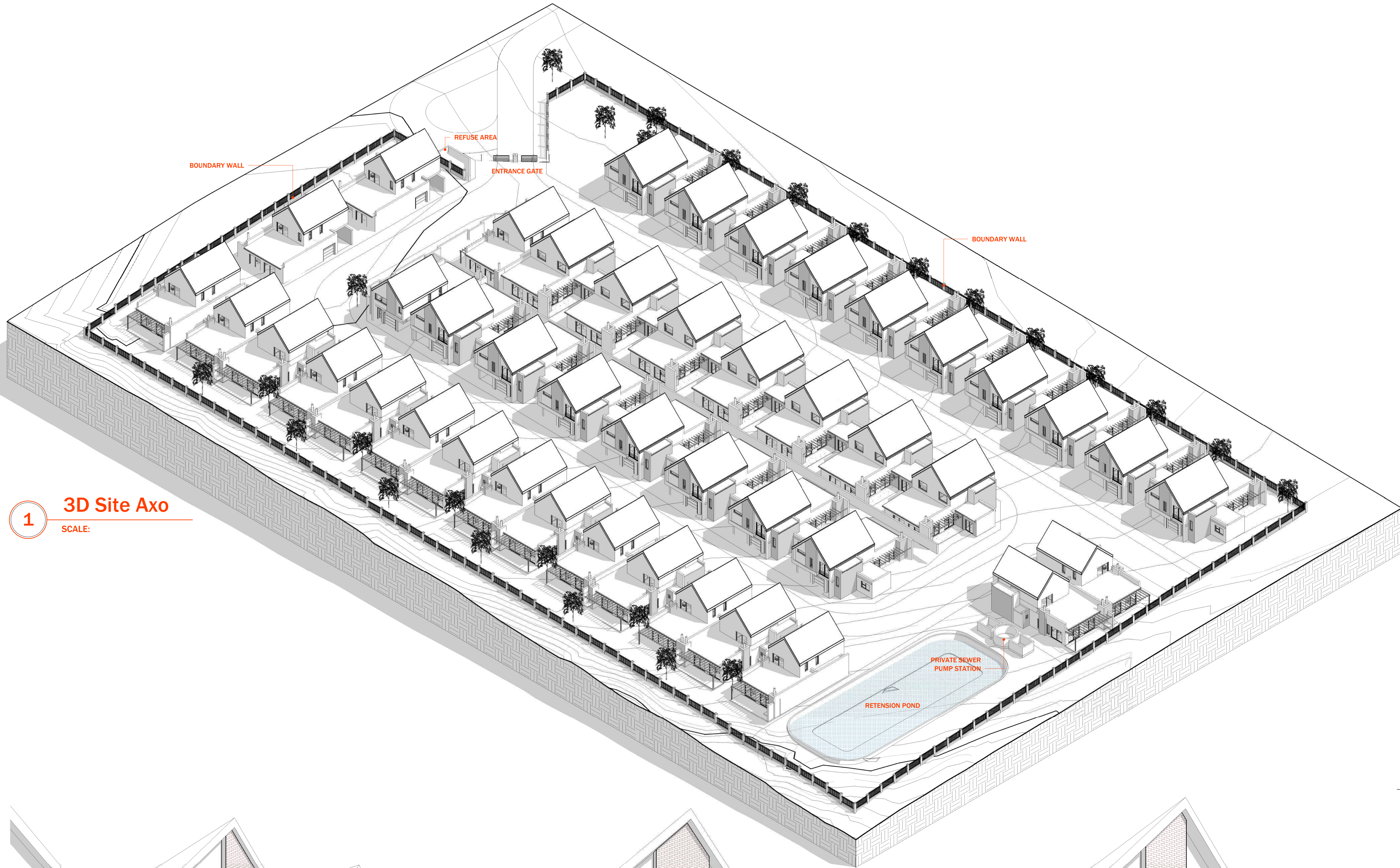
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**A101**

Scale 1 : 250





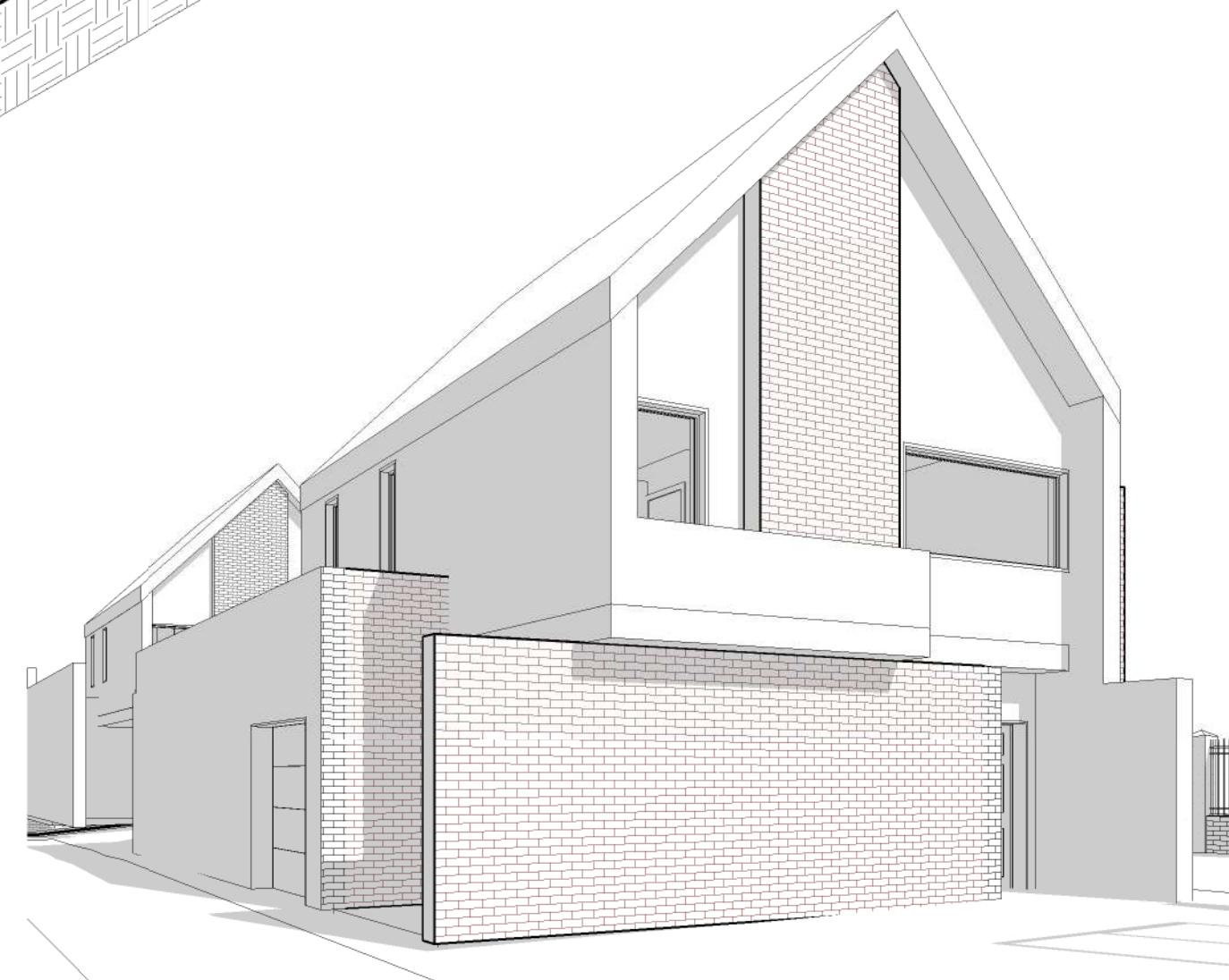
1 3D Site Axi  
SCALE:



2 TYPICAL UNIT 1  
SCALE:



3 TYPICAL UNIT 2  
SCALE:



4 TYPICAL UNIT 3  
SCALE:



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MT3 PROPERTY DEVELOPERS

Sheet Name

3D Views

Project number MT320200702

Date Issue Date

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A102

Scale

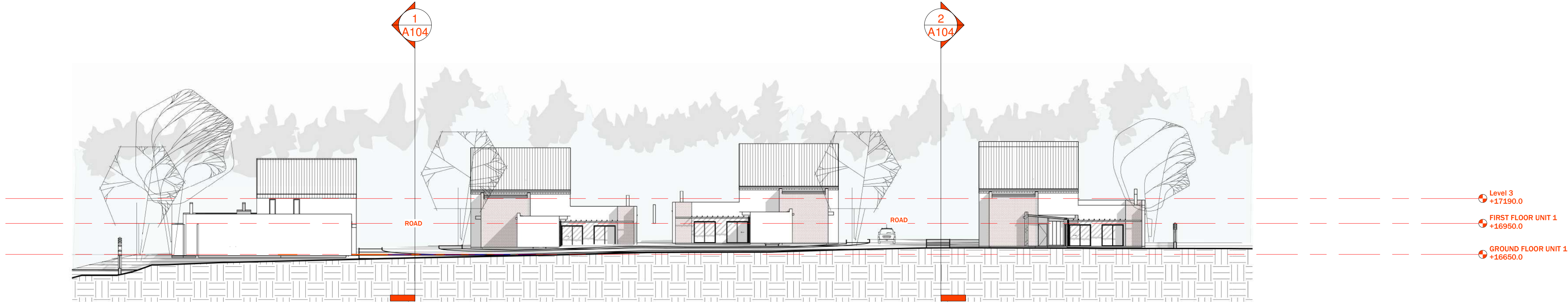




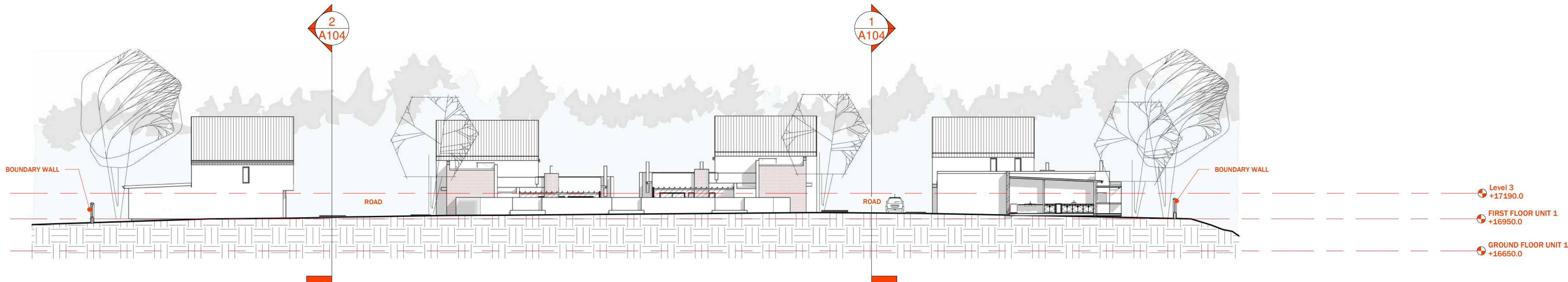
1 Section 16  
SCALE: 1 : 250



2 Section 17  
SCALE: 1 : 250



3 Section 18  
SCALE: 1 : 250



4 Section 19  
SCALE: 1 : 250



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MT3 PROPERTY DEVELOPERS

Sheet Name

Cross Sections

Project number MT320200702

Date Issue Date

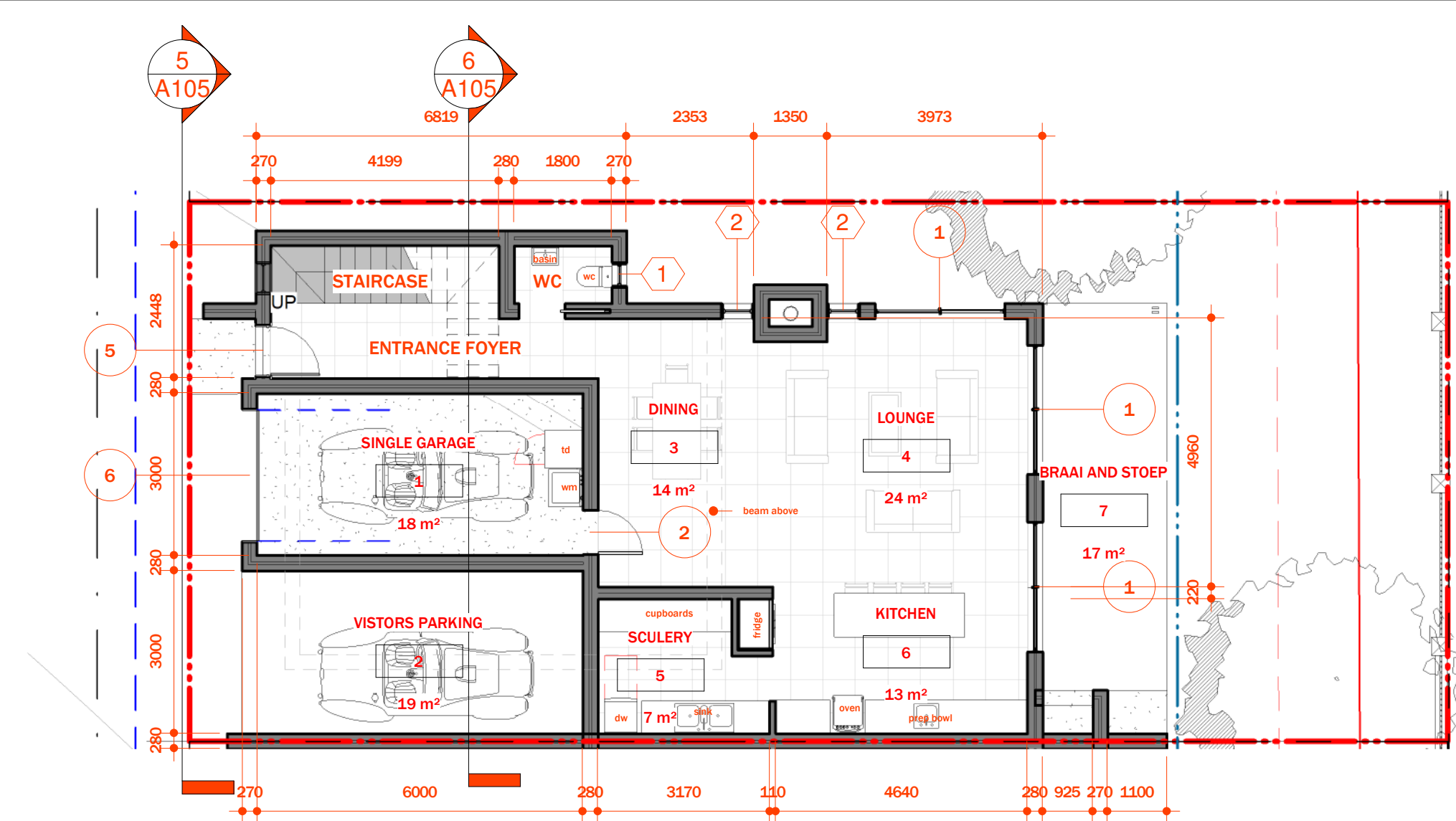
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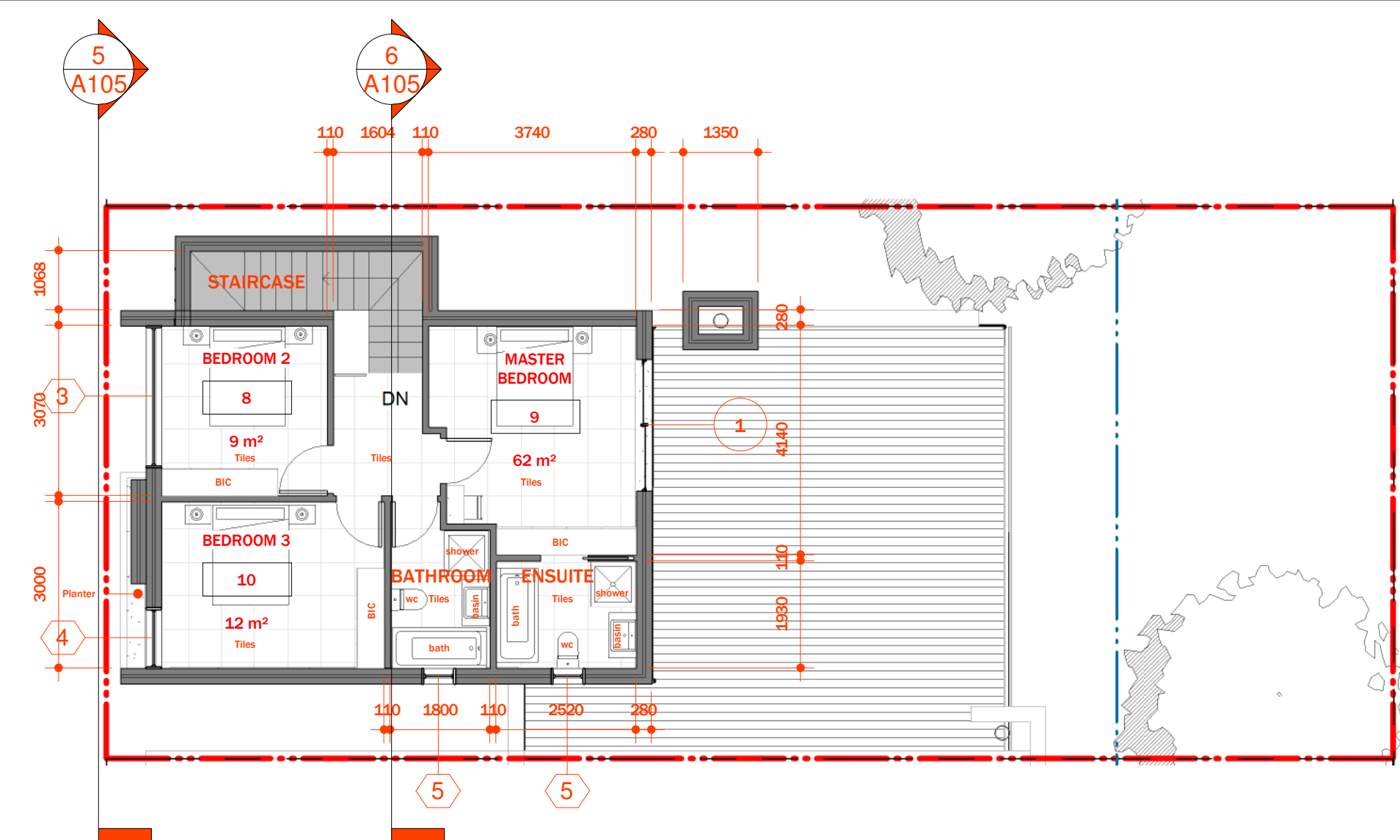
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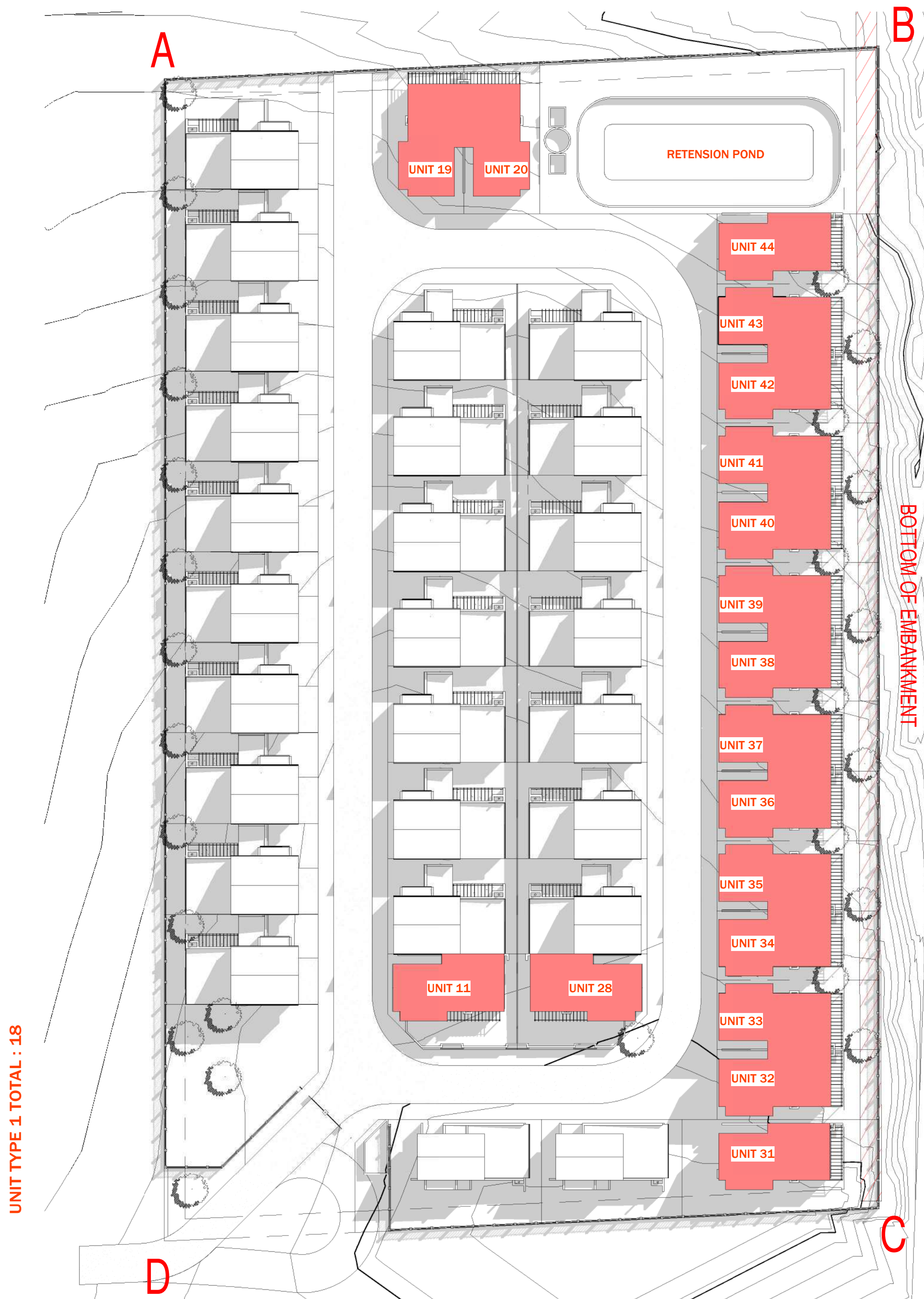




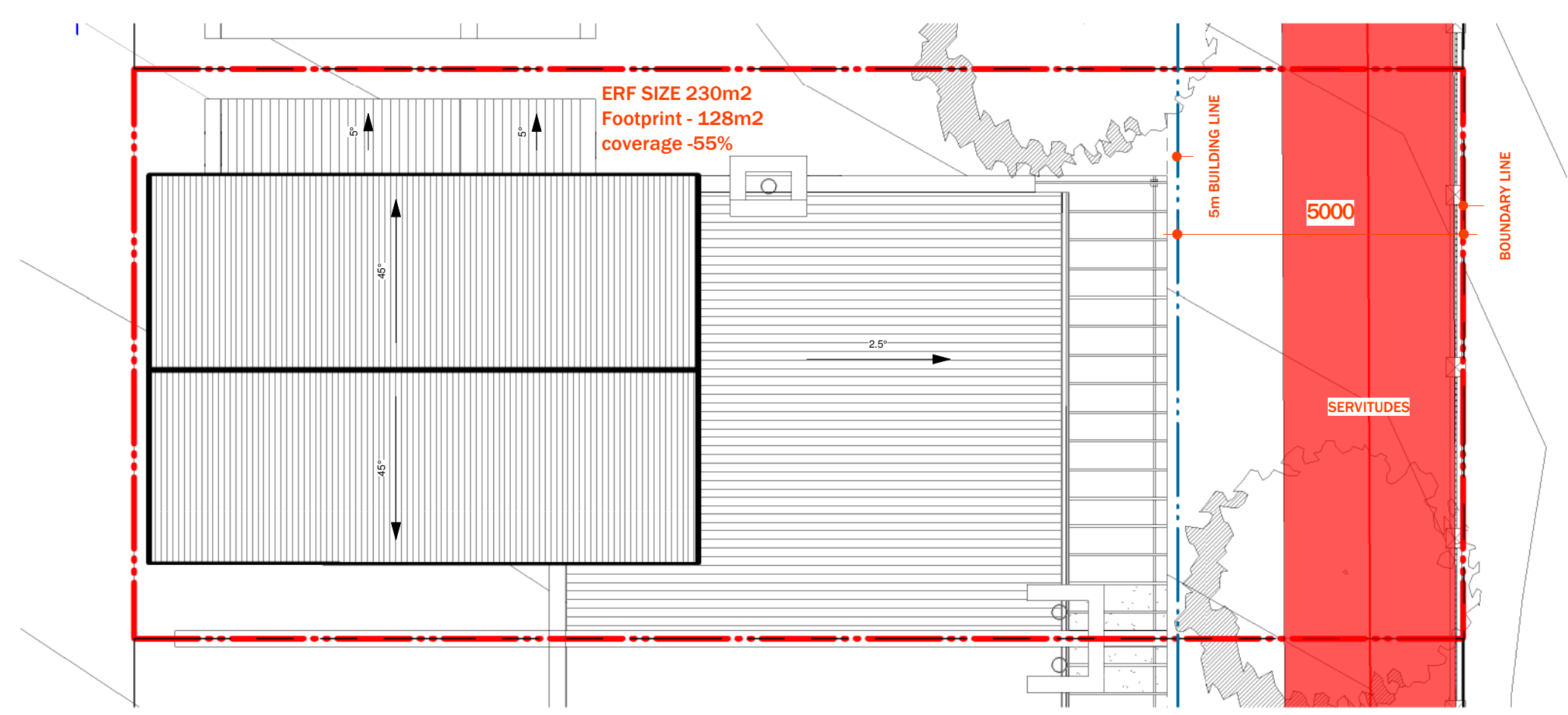
2 GROUND FLOOR UNIT 1  
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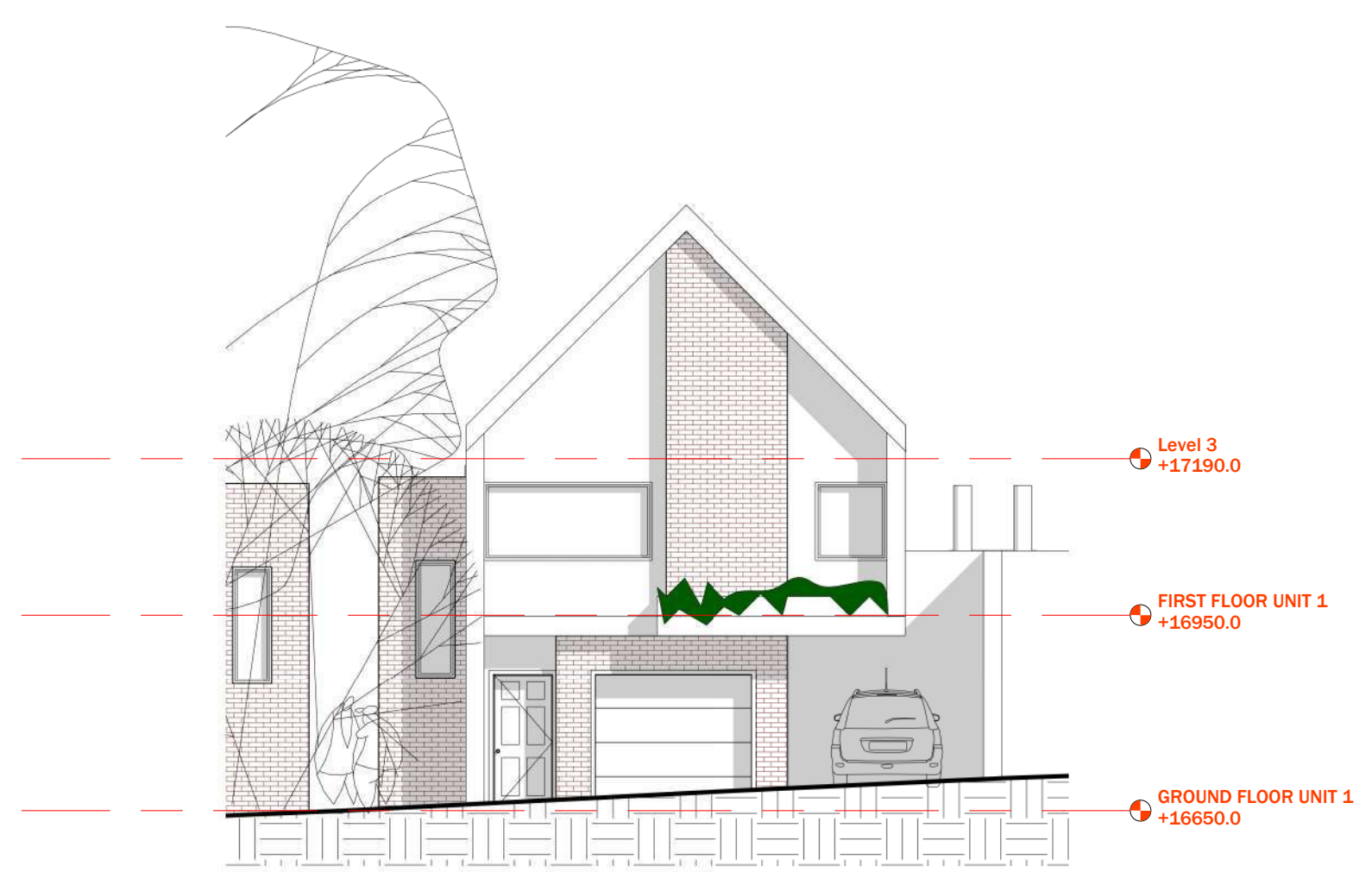
3 FIRST FLOOR UNIT 1  
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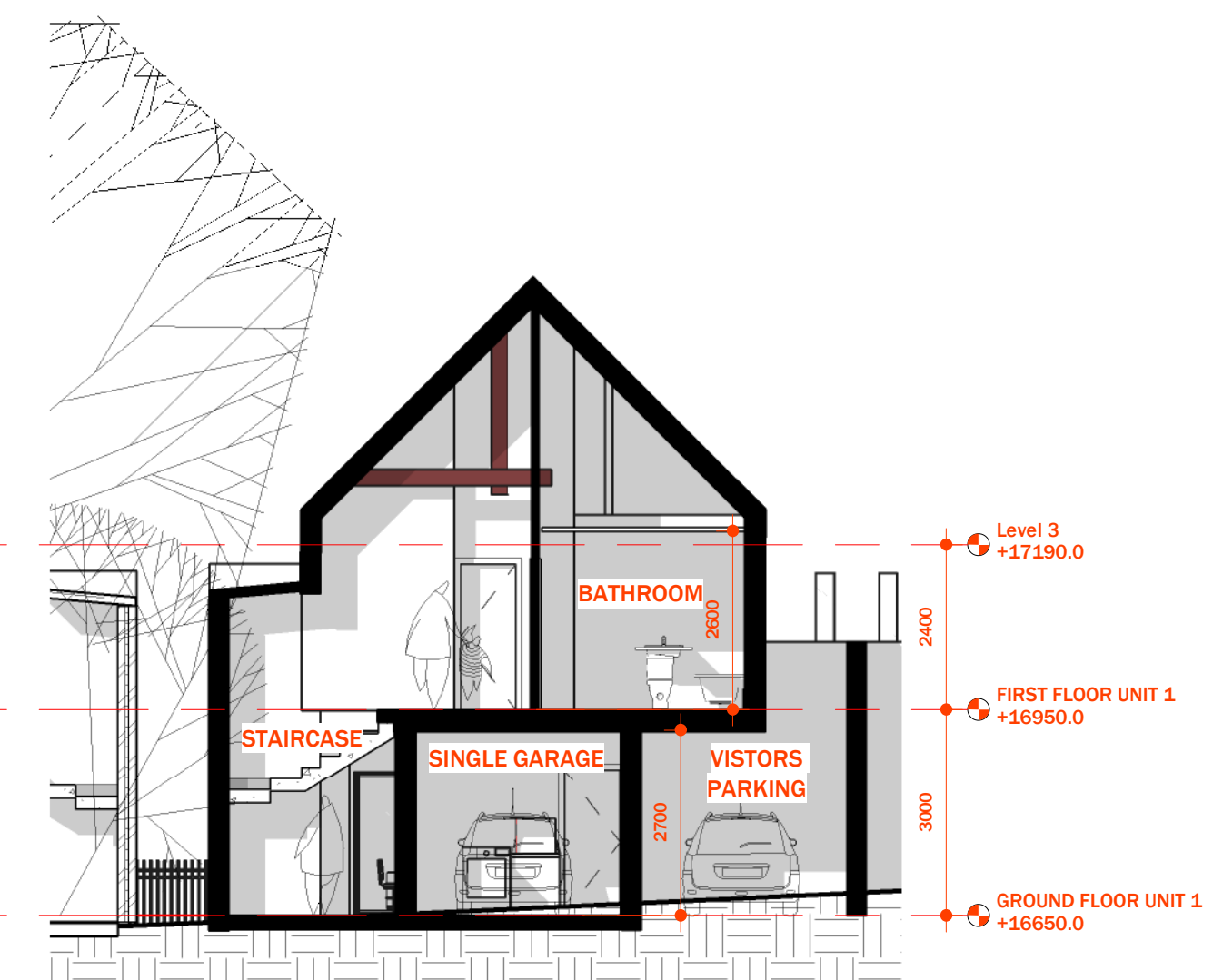
1 URBAN LAYOUT  
SCALE: 1: 500



4 Site UNIT 1  
SCALE: 1: 100



5 Section 7  
SCALE: 1: 100



6 Section 6  
SCALE: 1: 100



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MT3 PROPERTY DEVELOPERS

Sheet Name

UNIT TYPE 1

Project number MT320200702

Date Issue Date

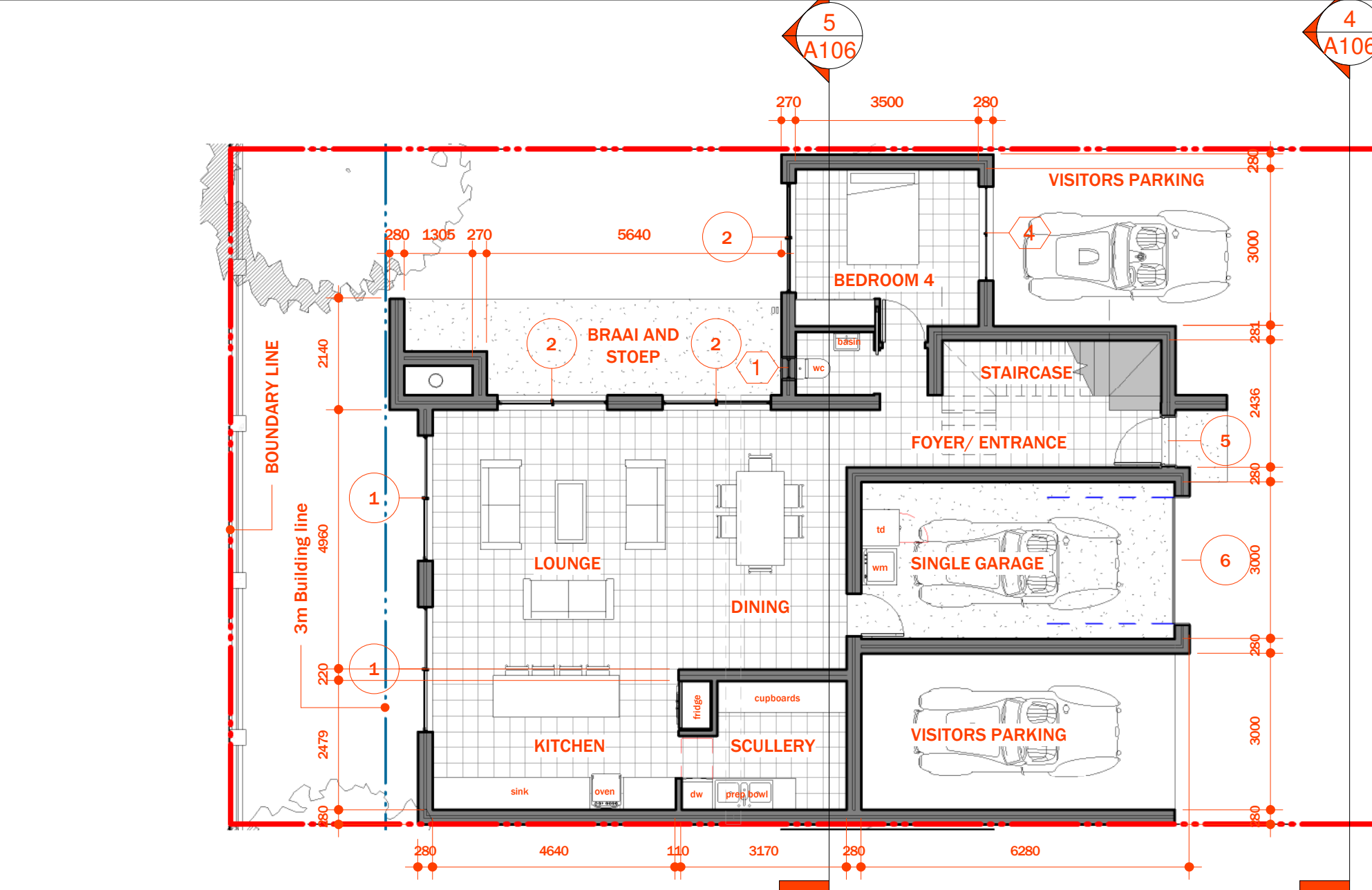
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A105

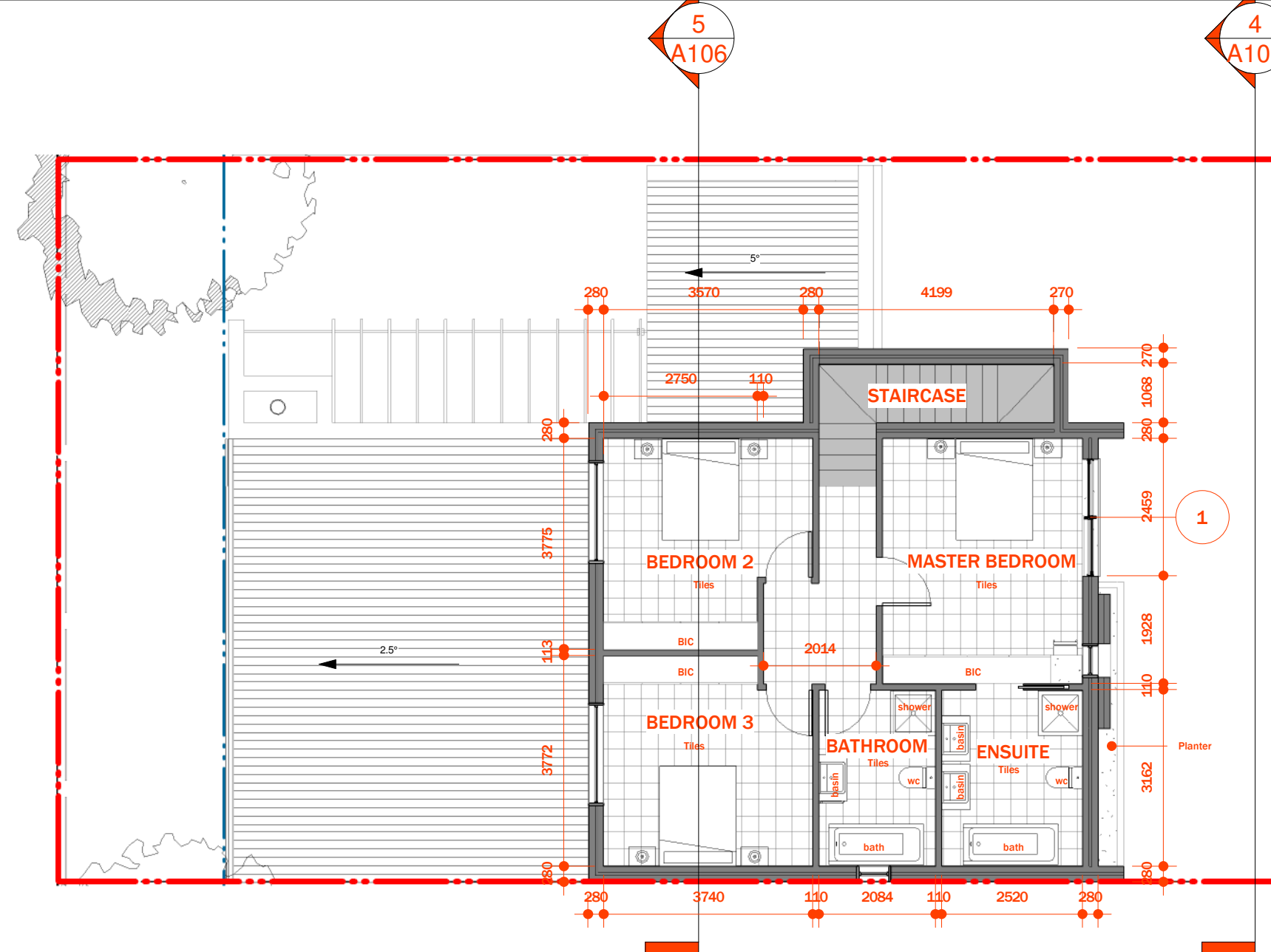
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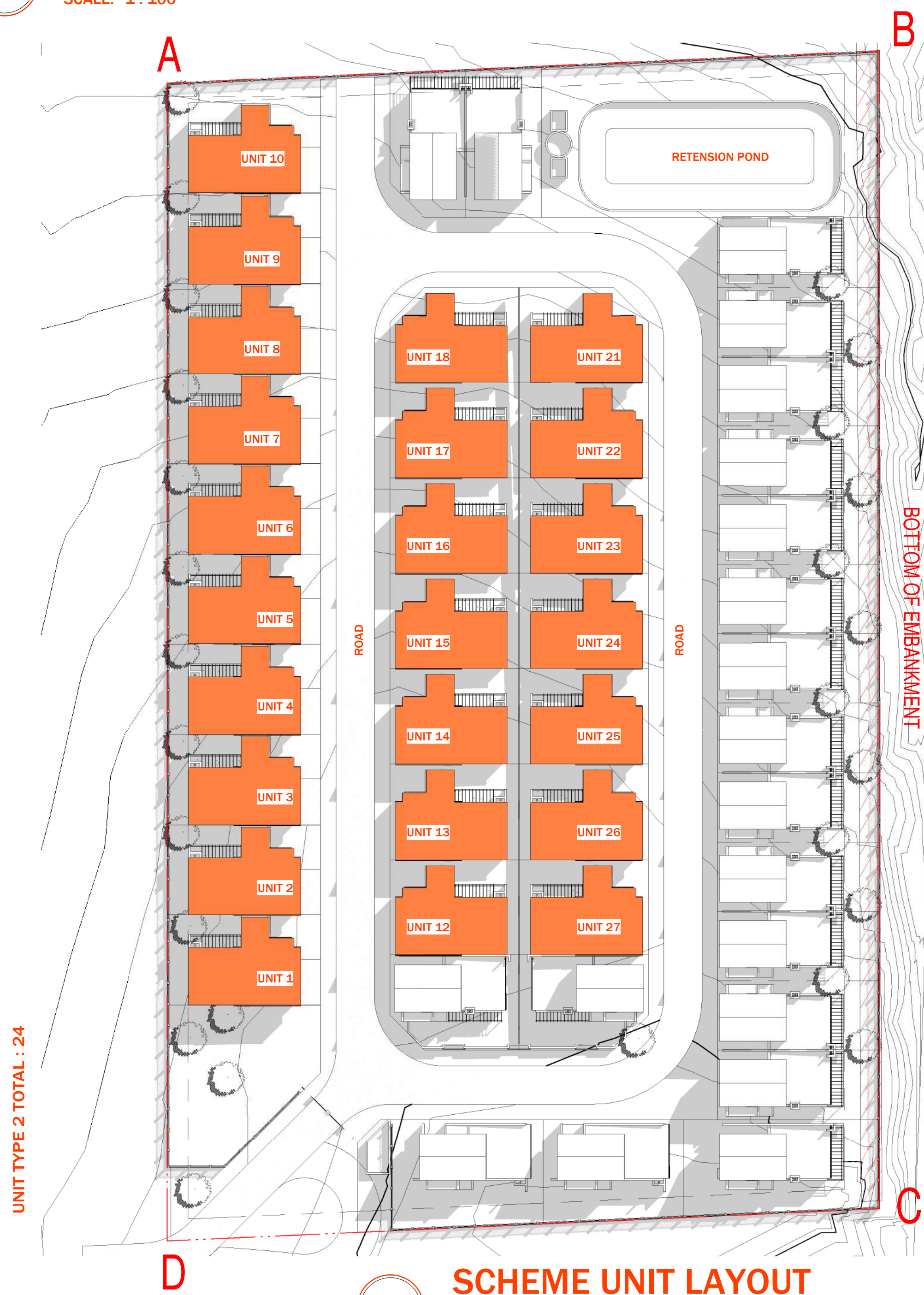
1 GROUND FLOOR UNIT 2

SCALE: 1:100



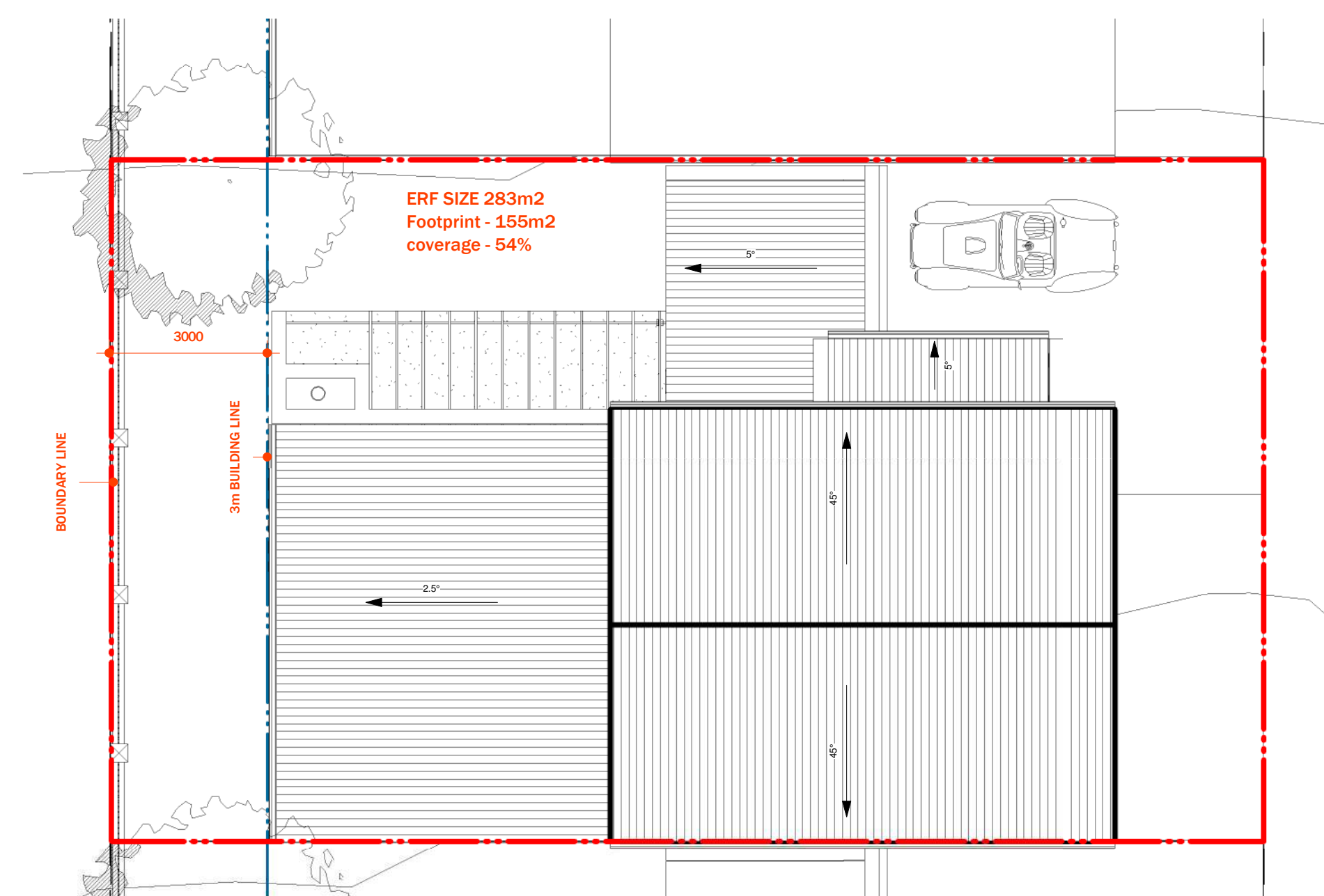
3 FIRST FLOOR UNIT 2

SCALE: 1:100



6 SCHEME UNIT LAYOUT

SCALE: 1:500



2 Site UNIT 2

SCALE: 1:100



4 Section 5

SCALE: 1:100



5 Section 15

SCALE: 1:100



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MT3 PROPERTY DEVELOPERS

Sheet Name

UNIT TYPE 2

Project number MT320200702

Date Issue Date

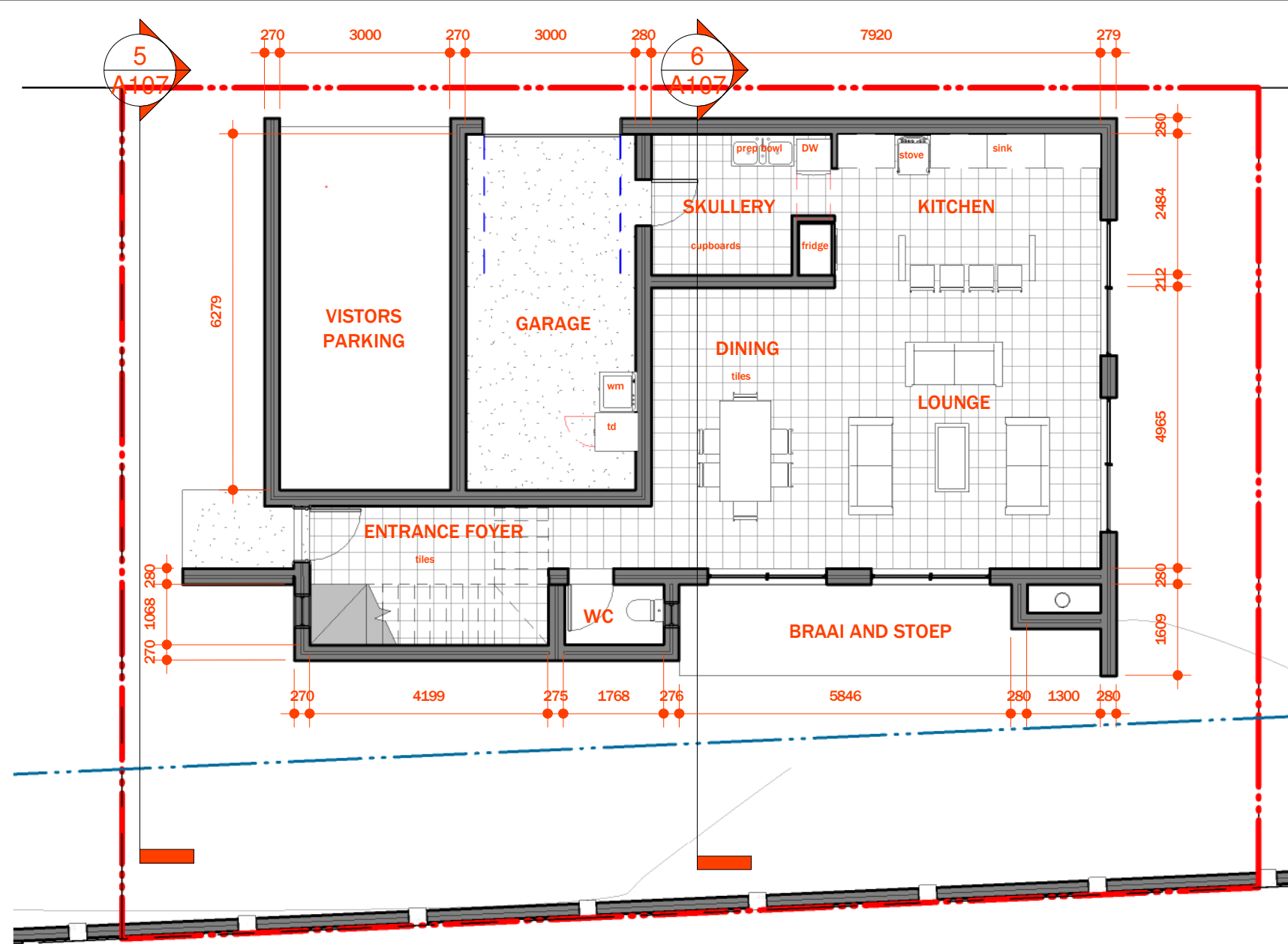
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A106

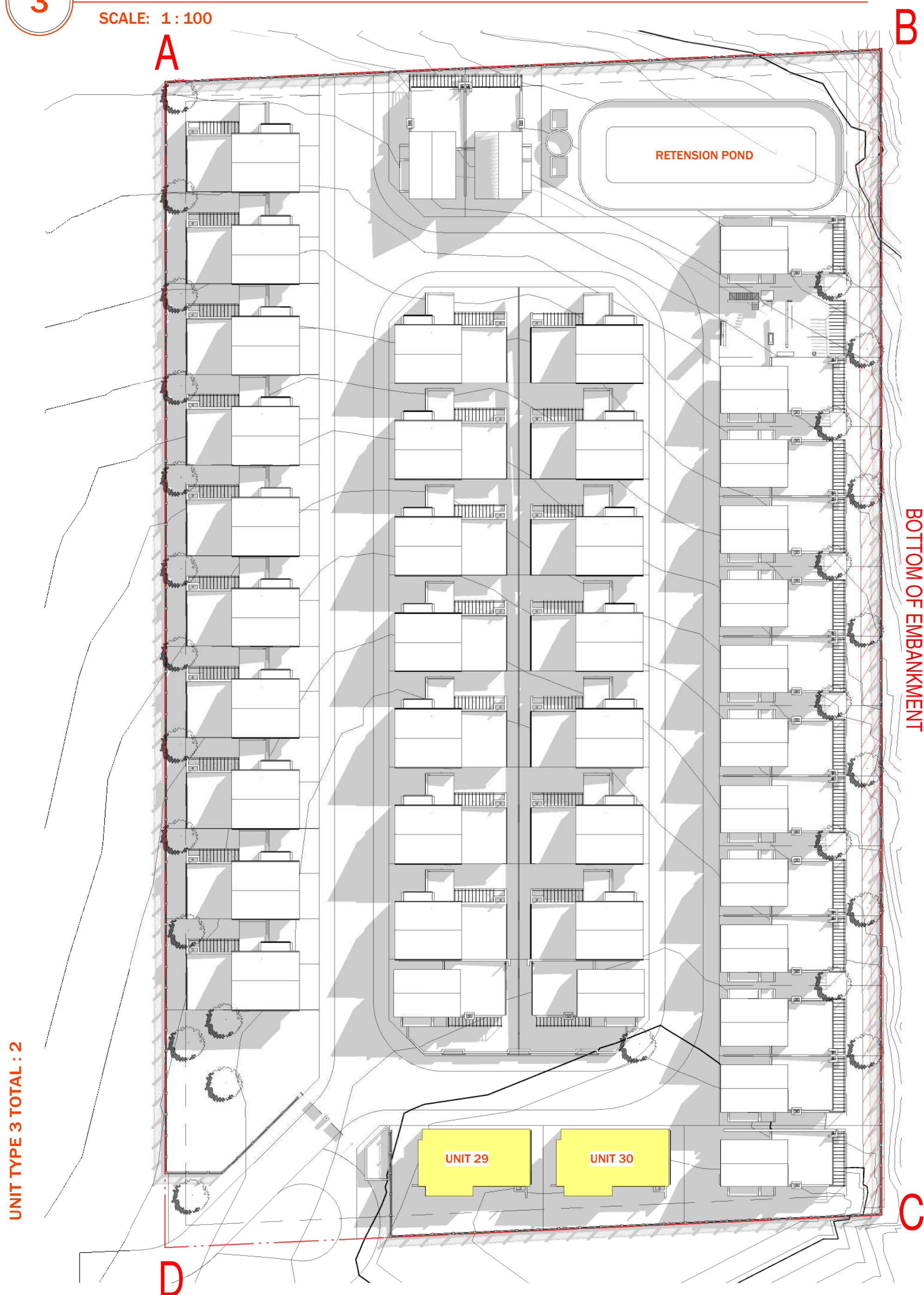
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### 3 GROUND FLOOR UNIT 3

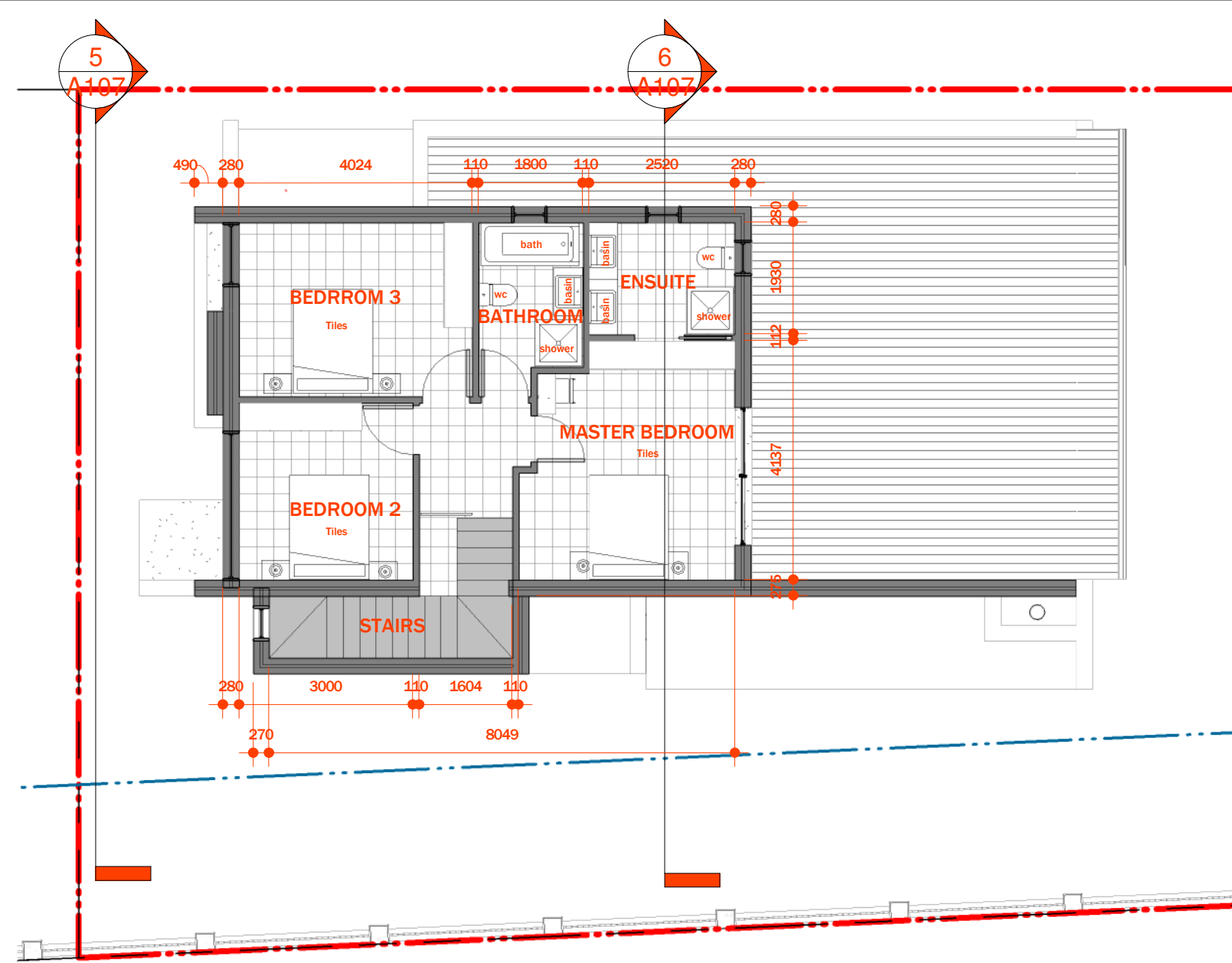
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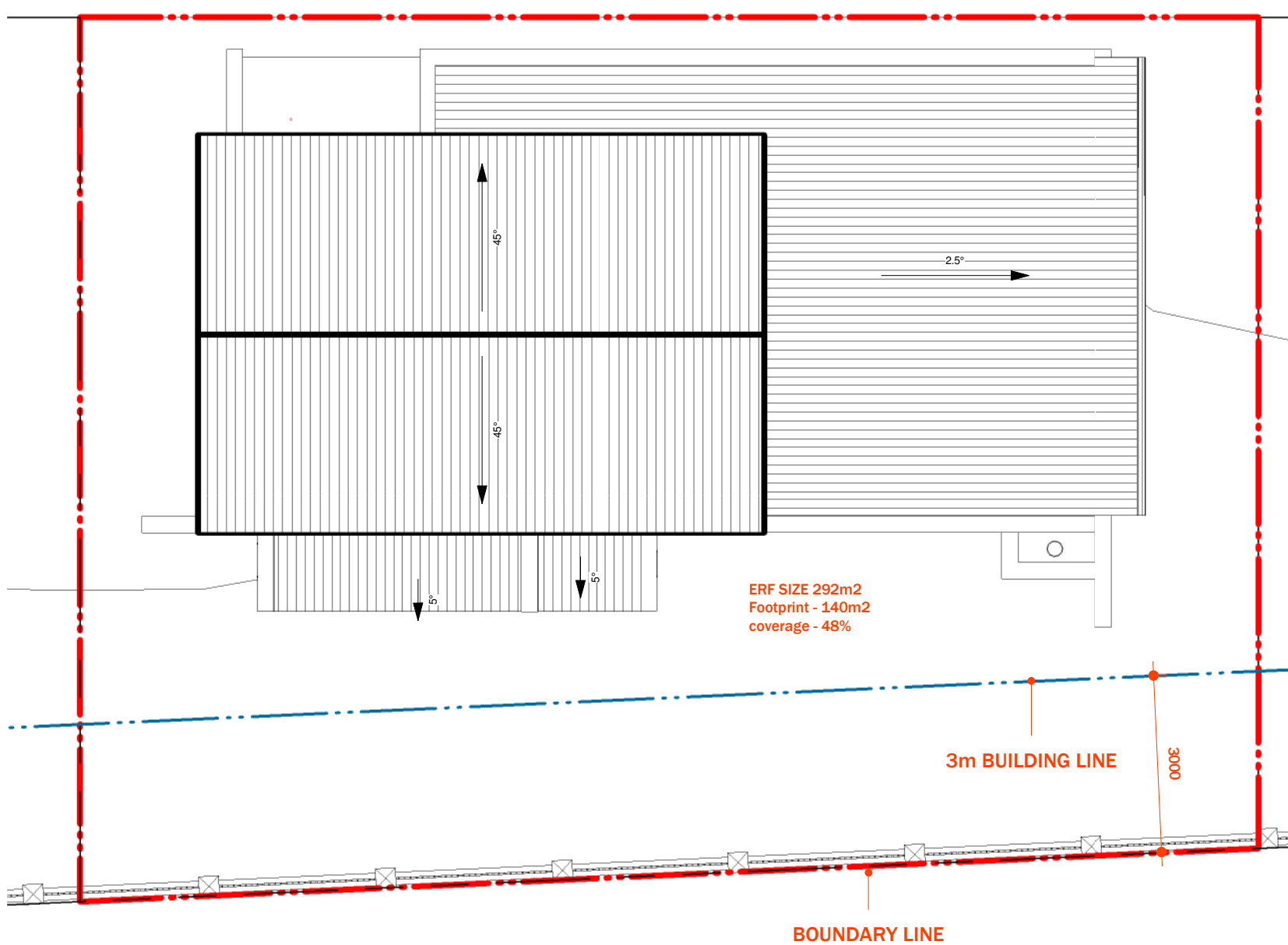
### SCHEME UNIT LAYOUT

SCALE: 1 : 500



### 2 FIRST FLOOR UNIT 3

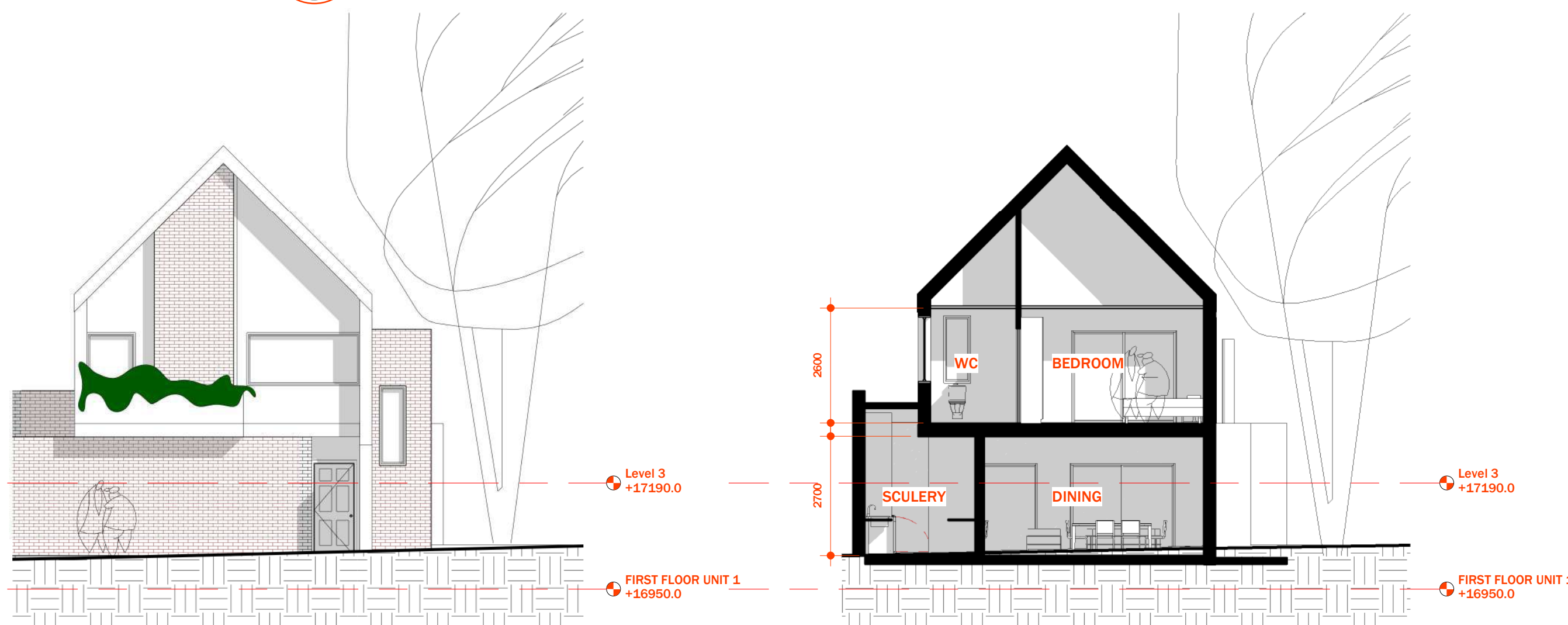
SCALE: 1 : 100



4

### Site UNIT 3

SCALE: 1 : 100



5

### Section 21

SCALE: 1 : 100

6

### Section 22

SCALE: 1 : 100



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MT3 PROPERTY DEVELOPERS

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Project number MT320200702

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A107

Scale As indicated