



STELLENBOSCH

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Application Number: LU/16039 (TP469/2023)

Our File Reference Number: Erf 345, Longlands (Previously known as Erf 1, 3, 7, 8 & 9)

Your Reference Number:

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PER E-MAIL: [REDACTED]

Sir / Madam

**APPLICATION FOR PERMISSION REQUIRED IN TERMS OF A CONDITION OF APPROVAL AND A DEPARTURE
IN TERMS OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BYLAW, 2023: ERF 345 LONGLANDS
(PREVIOUSLY KNOWN AS ERF 1, 3, 7, 8 & 9, LONGLANDS)**

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

2.1 That the application for a:

- a) **Permission required in terms of a condition of approval** of the Amendment of the Subdivisional Plan on Erf 345, Longlands Village (previously referred to as Erf 1, 3, 7, 8 & 9, Longlands) in terms of Section 15(2)(l) Stellenbosch Municipal Land Use Planning Bylaw 2023 in order to approve the **Constitution of the Longlands Estate Owners' Association**; and
- b) **departure** from the development parameters of the Zoning Scheme Bylaw for the relaxation of the street building lines from **4,0m** and **3,0m** to **2,0m**; and the relaxation of the common building lines from **2,5m** to **2,0m**, **1,5m** and **1,0m**; and to exceed the permissible coverage from **40%** and **50%** to **60%**; and to replace the development parameters of the zoning scheme with the Design Guidelines development parameters;

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

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

- 2.2.1 The approval only applies to the application under consideration and shall not be construed as authority to depart from any other legal prescriptions or requirements from Council or other legislation or Bylaws or Regulations that may be applicable.
- 2.2.2 The approval granted shall not exempt the applicant from complying with any other legal prescriptions or requirements that might have a bearing on the proposed use.
- 2.2.3 Any future changes made to the Constitution must be approved by Council.
- 2.2.4 A separate home owner's association constitution and architectural guidelines for the Western Precinct and Central Precinct be submitted to the Municipality for approval.
- 2.2.5 The Longlands Village development, also known as the eastern precinct, be implemented in accordance with the Constitution of the Longlands Estate Owners' Association, dated 03 April 2024, and attached as **ANNEXURE B**.
- 2.2.6 The development and buildings be designed and undertaken to the satisfaction of the Municipality in accordance with the architectural guidelines for the eastern precinct attached as **ANNEXURE C**.
- 2.2.7 All erven adjacent to Polkadraai Road must adhere to the 5,0m statutory building line.
- 2.2.8 The remaining conditions imposed by council in its approval letter dated 04 December 2018 are still applicable.

2.3 The reasons for the above decision are as follows:

- 2.3.1 The proposal does not contradict any previous municipal approvals.
- 2.3.2 It is envisaged that the application would not affect any person negatively.
- 2.3.3 The Constitutions comply with the criteria in the bylaw.

- 3. You are hereby informed in terms of section 79(2) of the Stellenbosch Municipal Land Use Planning Bylaw of your right to appeal the above decision to the Appeal Authority within 21 days from the date of notification of the above decision. Please note that no late appeals or

an extension of time for the submission of appeals are permitted in terms of Section 80(1)(a) of the said By-Law.

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

4.1 The personal particulars of the Appellant, including:

- a) First names and surname
- b) ID number
- c) Company of Legal person's name (if applicable)
- d) Physical Address
- e) Contact details, including a Cell number and E-Mail address

5. Reference to this correspondence and the relevant property details on which the appeal is submitted.

5.1 The grounds of the appeal which may include the following grounds:

- a) that the administrative action was not procedurally fair as contemplated in the Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- b) grounds relating to the merits of the land development or land use application on which the appellant believes the authorised decision maker erred in coming to the conclusion it did.

5.2 Whether the appeal is lodged against the whole decision or a part of the decision.

5.3 If the appeal is lodged against a part of the decision, a description of the part.

5.4 If the appeal is lodged against a condition of approval, a description of the condition.

5.5 The factual or legal findings that the appellant relies on.

5.6 The relief sought by the appellant.

5.7 Any issue that the appellant wishes the Appeal Authority to consider in making its decision.

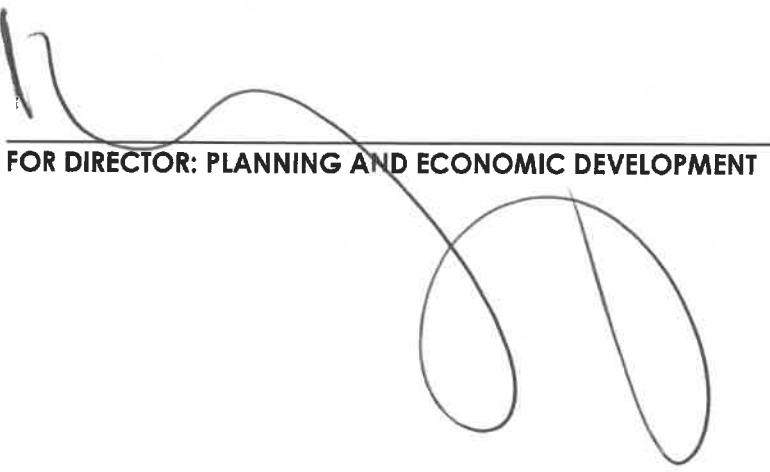
5.8 That the appeal includes the following declaration by the Appellant:

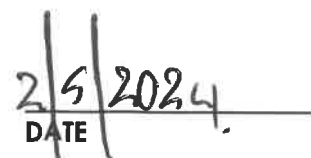
- a) The Appellant confirms that the information contained in the subject appeal and accompanied information and documentation is complete and correct
- b) That the Appellant is aware that it is an offence in terms of Section 86(1)(d) of the said By-Law to supply particulars, information or answers in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

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

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

Yours faithfully


FOR DIRECTOR: PLANNING AND ECONOMIC DEVELOPMENT


DATE

ANNEXURE B

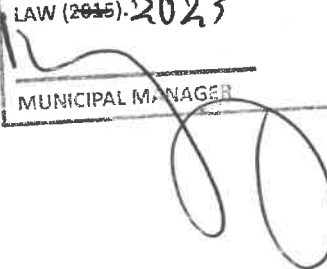
**APPLICATION FOR PERMISSION REQUIRED IN TERMS
OF CONDITION OF APPROVAL IN TERMS OF
SECTION 15(2)(I) OF THE STELLENBOSCH MUNICIPAL
LAND USE PLANNING BYLAW, 2023: ERF 345.
LONGLANDS (PREVIOUSLY KNOWN AS ERF 1, 3, 7, 8
& 9, LONGLANDS)**

**LONGLANDS ESTATE OWNERS'
ASSOCIATION CONSTITUTION FOR
THE EASTERN PRECINCT**



03/04/2024

Constitution of the
LONGLANDS ESTATE
Home Owners Association
(HOA)

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY- LAW (2015). 2023	
 MUNICIPAL MANAGER	2/5/2024 DATE

LONGLANDS ESTATE

STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2015).	
MUNICIPAL MANAGER	DATE
<i>[Signature]</i>	2/5/2021

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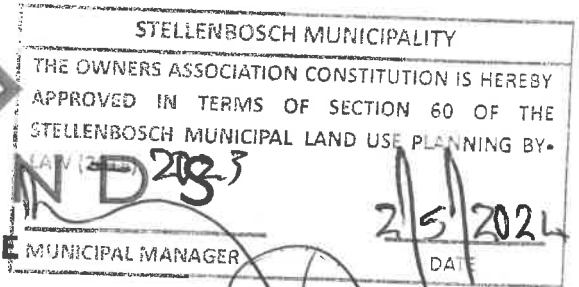
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1. DEFINITIONS

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

- 1.1. **Alienate** means alienate any Erf or part thereof and includes alienation by way of sale, exchange, donation, deed, intestate succession, will, cession, assignment, court order, insolvency or liquidation, irrespective of whether such alienation is subject to a suspensive condition and Alienation shall have a corresponding meaning.
- 1.2. **Architect** means the controlling architect or their successors or such Architects as appointed from time to time as such by the Association.

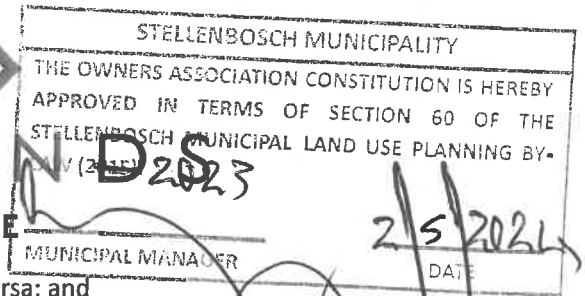
- 1.3. **Architectural Committee** means, until the Development Period has lapsed, the Developer acting alone and/or the architect appointed by the Developer, and, after such period, a building and architecture committee of at least three persons appointed by the Trustees.
- 1.4. **Architectural Guidelines** means the architectural, environmental and development guidelines in respect of the Development, as approved by the Developer and the Local Authority, as may be amended from time to time.
- 1.5. **Association** means the Longlands Estate Homeowners' Association which is governed by the provisions of this Constitution.
- 1.6. **Auditors** means the Auditors of the Association as may be appointed from time to time.
- 1.7. **By-Law** means the Stellenbosch Municipality Land Use Planning By-Law as promulgated in Provincial Gazette Extraordinary Number 7510 dated 20 October 2015;
- 1.8. **Chairman** means the Chairman of the Trustees.
- 1.9. **Constitution** means this document with the annexures hereto, prepared in terms of common law.
- 1.10. **Contractor** means a building contractor approved by the Developer during the development period and thereafter the Association in terms of this Constitution in accordance with criteria determined by the Developer or the Association and employed by an Owner of an Erf for the construction of Improvements.
- 1.11. **Developer** means Longlands Village (Propriety) Limited, Registration Number 2017/420163/07, a private company duly registered in terms of the company laws of South Africa.
- 1.12. **Developer Trustee** means a trustee appointed by the Developer.
- 1.13. **Development** means, initially, the land comprising that portion of Remainder Erf 1 of the Farm Longlands Number 393 situated in the Municipality and division of Stellenbosch and as indicated on the draft general plan attached hereto as **Annexure A**, together with all Improvements to be erected or installed thereon. Should the Developer exercise its right to expand the Development as provided for in clauses 9.4 and 39, the Development shall then comprise the land and facilities comprising such expansion.
- 1.14. **Development Period** means the period commencing on the date of the registration of the first transfers of the first Erven in the Development until the last Erf has been transferred from the Developer; alternatively, and in the sole discretion of the Developer on the date on which the Developer notifies the Association in writing that it terminates the Development Period.
- 1.15. **Erf** means every erf in the Development.
- 1.16. **Erven** means every erf in the Development collectively, and includes immovable property transferred or to be transferred in accordance with the provisions hereof to the Association.



- 1.17. **Farm** means the Remainder Erf 1 Longlands after the subdivision from Remainder Erf 1 of the land to comprise the Development.
- 1.18. **Improvements** mean any structure of whatever nature constructed or erected or to be constructed or erected on an Erf or within the Development.
- 1.19. **Levy** means the levy referred to in clause 16 hereof.
- 1.20. **Local Authority** means the Local Authority having jurisdiction over the Development which, at date of approval of the Development, is the Stellenbosch Municipality.
- 1.21. **Managing Agent** means any person or body appointed by the Developer or the Association (as the case may be) as an independent contractor to undertake any of the functions of the Association.
- 1.22. **Member** means every registered Owner of an Erf. If a Member consists of more than one person such persons shall be jointly and severally liable in solidum for all obligations in terms of this Constitution.
- 1.23. **Member Trustee** means a trustee appointed by the Members.
- 1.24. **Ordinary Resolution** means a resolution passed at an annual general meeting or any other general meeting of the Association by an ordinary majority of the total votes represented at such meeting by Members present in person or by proxy.
- 1.25. **Owner** means the registered Owner of an Erf.
- 1.26. **Private Open Spaces** means the spaces as indicated on the draft general plan attached hereto as Annexure A, as well as all servitudes servicing or benefiting the Development.
- 1.27. **Services** means all infrastructure services and other utilities and amenities serving the Development or provided by or on behalf of the Association for the Members and residents within the township including but not limited to all services, amenities and utilities referred to in the services agreement entered into between the Developer and the Local Authority.
- 1.28. **Special Resolution** means a resolution passed at an annual general meeting or a special general meeting of the Association passed by a majority of 75% of the total votes held by Members present in person or by proxy.
- 1.29. **Trustee** means the Developer Trustees and the Member Trustees of the Association, collectively from time to time and includes alternate and co-opted Trustees.

2. INTERPRETATION

- 2.1. The clause headings are for convenience and shall be disregarded in the interpretation of this Constitution.
- 2.2. Unless the context clearly indicates a contrary intention:

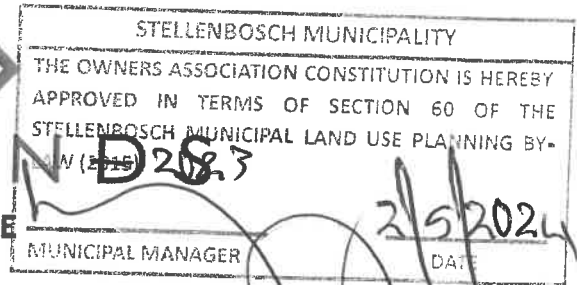


- 2.2.1. the singular shall include the plural and vice versa; and
- 2.2.2. a reference to any one gender shall include the other genders; and
- 2.2.3. a reference to natural persons includes legal persons and vice versa.

- 2.3. Words and expression defined in any sub-clause shall, for the purpose of the clause to which that subclause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.4. When any number of days is prescribed, 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.
- 2.5. Where the figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.6. The annexures to this Constitution are deemed to be incorporated in and form part of this Constitution.

3. ESTABLISHED IN TERMS OF STELLENBOSCH MUNICIPALITY LAND USE PLANNING BY-LAW AND STATUS OF THE ASSOCIATION

- 3.1. The Association ("the Association is constituted in terms of Section 29 of the Stellenbosch Municipality Land Use Planning By-Law, as promulgated in the Provincial Gazette Extraordinary No. 7512 dated 20 October 2015, in accordance with the conditions imposed by the Stellenbosch Municipality when approving the subdivision of the land comprising the Development, being a portion of Remainder Erf 1 Longlands, situated in the Municipality and Division of Stellenbosch, Western Cape Province.
- 3.2. The Association is governed by this Constitution, and is to be known as the Longlands Estate Home Owners' Association.
- 3.3. The Association is as a not for profit entity operating for the benefit of its members.
- 3.4. The Association has legal personality, perpetual succession, and is capable of suing and being sued in its own name.
- 3.5. The provisions of the Companies Act, No. 71 of 2008, as amended, do not apply to the Association.
- 3.6. No Member shall have any right, title or interest to or in the property, funds or assets of the Association.



4. COMMENCEMENT DATE

The Association, as contemplated in terms of Section 29 of the By-Law, will come into existence on the day of registration of the transfer of the first Erf to be transferred from the Developer to an Owner.

5. OBJECTIVES

The Association has as its objectives and obligations:

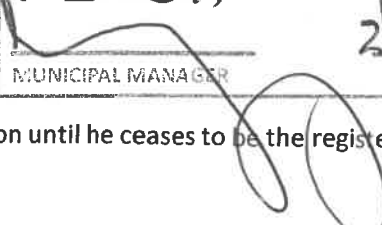
- 5.1. The matters referred to in Section 29 of the By-Law and, without detracting from the generality thereof, to ensure compliance with all conditions imposed for the rezoning and subdivision of the land comprising the development by all competent authorities with jurisdiction and, more specifically:
 - 5.1.1. to oversee, manage, maintain and control the Development and all Private Open Spaces;
 - 5.1.2. ensure that the Development exists and functions as a high standard residential development;
 - 5.1.3. generally to promote, advance and protect the Development and the interests of the Association and its Members;
 - 5.1.4. the regulation and control of harmonious development of the Development;
 - 5.1.5. to promote a high standard of Improvements within the Development;
 - 5.1.6. to administer and enforce the Architectural Guidelines;
 - 5.1.7. to manage, control, maintain, attend to upkeep, upgrade and to install, where required, all services, infrastructure and Private Open Spaces serving the Development, such as but not limited to, pathways, all landscaping, private roads, all servitude areas (including all access servitudes of right of way), all electrical- and civil services, gas lines, dams, pathways, sewerage and drinking water reticulation; stormwater systems, security fences, as well as any areas in respect of which traversing rights will be exercised by Members from time to time;
 - 5.1.8. to manage, control, execute and administer all financial and administrative functions of the Association required for the proper functioning and operation of the Association;
 - 5.1.9. to control the transfer of Erven in the Development and to monitor and enforce all conditions imposed by all competent authorities at the rezoning and subdivision of the land comprising the Development as well as the contractual provisions of the agreements of sale entered into between the Developer and the first owners of an Erven;

- 5.1.10. to manage and / or take transfer of the Private Open Spaces, as per Annexure A and to maintain and insure, where necessary, all services and infrastructure within the Development including the roads, the private open space and improvements thereupon in the Development and control the usage thereof and of the facilities belonging to the Association or falling under its control;
- 5.1.11. the preservation of the natural environment and landscaping on the Development;
- 5.1.12. to regulate the conduct of any person and the prevention of nuisance of any nature of the owner of any property forming part of the Development;
- 5.1.13. to introduce, manage and control a system of central traffic control;
- 5.1.14. to impose fines and other penalties that may be payable by and enforced against members of the Association.
- 5.2 In order to give effect to the abovementioned objectives, to make and publish conduct rules to be adhered to by Members in order to accomplish these objectives.
- 5.3. The Association shall be responsible and liable to ensure compliance with, implementation and enforcement of any approval and condition imposed by all competent authorities when approving respect of the Development including conditions imposed in terms of the By-Law, the Environment Conservation Act 73/1989, the National Environmental Management Act of 1998 or any other planning - or environmental laws. The Association shall also assume, Environmental Management Plan approved in respect of the responsibility for compliance with all post-development completion obligations imposed by the Local Authority in terms of the services agreement entered into between the Developer and the Local Authority. The Association herewith indemnifies the Developer or any successor in title to the Developer against any post development completion liability and/or responsibility imposed on the Developer or any successor in title by virtue of any official approval or condition or other responsibility referred to in terms of this Clause.
- 5.4 The Association shall have the power to do all such acts as are necessary to accomplish the fulfilment of the foregoing objects, including, but not restricted, to powers specifically contained in this Constitution.

6. MEMBERSHIP

- 6.1. The Association shall have as its Members:
 - 6.1.1. the Developer for as long as the Developer remains an owner of any portion of the Development and, without detracting from the generality of the foregoing, specifically including any Erf;
 - 6.1.2. every Owner upon registration of transfer of an Erf into an Owner's name provided that where an Owner comprises more than one person, such persons shall be deemed jointly to be one Member of the Association and shall be responsible jointly and severally for the obligations of such membership.



STELLENBOSCH MUNICIPALITY	
THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY APPROVED IN TERMS OF SECTION 60 OF THE STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-LAW (2014) 2023	
 MUNICIPAL MANAGER	25/2024 DATE

- 6.2. An Owner of an Erf and shall be a member of the Association until he ceases to be the registered owner of such Erf.

7. PHASES

- 7.1. The Developer intends to develop and market the Development in phases as the Developer deems fit and for as long as the Developer is a Member of the Association, the Developer shall enjoy unrestricted rights with regard to the marketing of the Development and, in particular, the right to erect signage within and outside the Development.
- 7.2. The Developer shall, in its absolute discretion, be entitled to apply for and subject to approval by the Local Authority, vary the layout and/or zoning and/or size and/or boundaries and/or number of Erven and/or the extent and position of streets comprising the Development and Members shall be bound thereby and shall have no claim of whatever nature against the Developer arising therefrom.
- 7.3. Insofar as the consent of a Member is required for any of the foregoing, the Developer (represented by any one of its Directors) is irrevocably granted a power of attorney to grant any/all such consents on behalf of Members, as may be required.

8. MEMBERS' OBLIGATIONS

- 8.1. Every Member is obliged to comply with:
- 8.1.1. the provisions of this Constitution and all rules or regulations passed by the Association or the Trustees;
 - 8.1.2. the provisions of the Architectural Guidelines annexed hereto;
 - 8.1.3. any agreement concluded by the Association insofar as such agreement may directly or indirectly impose obligations on a Member;
 - 8.1.4. any directive given by the Developer during the Development Period and thereafter by the Association and/or the Trustees in enforcing the provisions of this Constitution.
- 8.2. The rights and obligations of a Member are not transferable and every Member shall:
- 8.2.1. to the best of his ability, further the objects and interest of the Association;
 - 8.2.2. observe all directives made or given by the Developer or Association and/or the Trustees.
- 8.3. The Members shall be jointly liable for expenditure incurred in connection with the Association.
- 8.4. A Member shall not be entitled to alienate or transfer an Erf without the written consent of the Trustees and the Developer for as long as the Developer is a Member and, thereafter, by the

Trustees which consent shall not be unreasonably withheld provided there has been compliance with the provisions of this Constitution.

- 8.5. A Member shall not consolidate an Erf with one or more Erven without the written consent of the Trustees and the Developer for as long as the Developer is a Member and, thereafter, of the Trustees.
- 8.6. A Member shall not alienate or transfer an Erf unless:
 - 8.6.1. the proposed transferee has irrevocably bound himself/herself/itself to become a member of the Association and to observe the Constitution for the duration of his/her/its ownership of the Erf;
 - 8.6.2. the Association has issued a clearance that all amounts owing to the Association by such Member have been paid and that the Member is not in breach of any of the provisions of this Constitution;
 - 8.6.3. the proposed transferee has acknowledged that upon the registration of the Erf into his/her/its name, he/she/it shall ipso facto become a Member of the Association.
- 8.7. No Member shall let or otherwise part with the occupation of his/her/its Erf whether temporarily or otherwise unless the proposed occupier has agreed to be bound by this Constitution. The Member shall, nonetheless, remain bound by this Constitution and is required to ensure compliance therewith by such occupier.
- 8.8. A Member may not resign from the Association.
- 8.9. Each Member shall to the best of his/her/its ability reasonably further the objects and interests of the Association.

9. STATUS AND RIGHTS OF THE DEVELOPER

- 9.1. No person or any Member of the Association shall prevent or hinder in any way the Developer from:
 - 9.1.1. gaining access to and egress from the Development.
 - 9.1.2. Continuing its building and/or construction operations at the Development.
 - 9.1.3. Marketing and selling any Erven.
 - 9.1.4. Generally carrying on its business operations, provided that the provisions of clause 9.1.1 shall not be interpreted as allowing the Developer access onto any of the Erven already transferred to a Member without 48 hours prior written notice having been given to the Member concerned, unless such access is required to conduct its normal building operations or to inspect work in progress. The Developer shall make good any subsequent damage to plants, property or improvements thereon to the satisfaction of



the Member. No Member shall be entitled to refuse the Developer immediate access if the required notice has been given.

- 9.2. The Developer shall during the Development Period have the sole right of appointment and dismissal of any Managing Agent.
- 9.3. The Developer shall have the unrestricted right to fully implement the whole of the Development as approved by all the Competent Authorities in respect of the Development (as defined), within the parameters of the statutory Development approvals and to the full extent of the land use rights afforded in such approvals.
- 9.4. The Developer may expand or increase the size of the Development and the number or location or size of erven in the Development, as well as the surrounding land, as per his sole discretion at any time.
- 9.5. The Developer shall have the sole and exclusive right to the water available to the Development from boreholes or the Theewaterskloof supply (managed by Winelands Irrigation Board). In this regard it is noted that water from the aforesaid sources in terms of an agreement concluded between the Developer and Longlands Country Estate Home Owners Association, to be shared equally between the latter association and the Developer.
- 9.6. The recreational facilities on the Private Open Space Areas shall be transferred by the Developer to the Association on the completion of the Development.
- 9.7. The Association will not be entitled to change, amend or impact on the rights of the Developer or his successors in title in respect of the amenities and facilities referred to above, without obtaining the written consent of the Developer or its successors in title beforehand.
- 9.8. In the event of any member deciding to sell his erf, the Developer or its nominee shall as long as the member remains of the intention to sell his erf have a mandate to sell the property of such member on similar terms and conditions as mandated to any estate agent. The aforesaid member shall forthwith inform the Developer or its nominee of his intention to sell his erf and is to provide the Developer or its nominee with the written particulars of any mandate given to any other estate agent, which particulars shall then be considered as a written mandate to the Developer or its nominee, at the same rate of commission to be paid to the Developer or its nominee, on the successful sale and transfer of such erf to any buyer.

10. ACCESS TO THE DEVELOPMENT AND SERVITUDES

- 10.1. There shall be one permanent entrance to the Development.
- 10.2. Officials, employees and contractors employed or appointed by the Developer, the Association, Local Authority and/or any public service company shall, at all times, have reasonable access to the Erven and Private Open Spaces for purposes of inspecting and/or maintaining all services, infrastructure, amenities and facilities. The Association shall be obliged and is hereby irrevocably authorized and empowered on behalf of the Members to give such access over Private Open Spaces.

11. SERVITUDES; USE OF PRIVATE OPEN SPACE AREAS

- 11.1. All members shall have rights of use in respect of the Private Open Spaces which rights shall be subject to any terms, conditions and rules as laid down by the Developer, during the Development Period, and thereafter by the Association from time to time and subject to the terms and conditions of this Constitution.
- 11.2. The Association shall be responsible for the maintenance and upkeep of the Private Open Spaces, the costs of which the Association shall recover from its members by means of appropriate levies.
- 11.3. The Developer, during the Development Period, and thereafter the Association may register in respect of the Development in their entire and sole discretion and where necessary, services servitudes, including those referred to in clause 11.8 below, in favour of the Local Authority, the Developer, the Association, and/or any adjacent property development or property over any Erf in the Development or any land comprising Public Open Spaces if this is required for the general benefit of the Development, the Association and its Members.
- 11.4. The Developer during the Development Period and thereafter the Association shall have the right to convey water, electricity, sewerage, telephone information technology, telecommunication, security communication, and any other services over any Erf or building or any other portion of the Development, whosoever is the owner of any such land, and shall have the right of access to such areas for the purposes of installing, replacing and/or repairing such services.
- 11.5. The members of the Association will allow reasonable access and provide their co-operation to employees or representatives of the Developer, the Association or the Local Authority (as the case may be) to all services and infrastructure as well as into the buildings or Erven for purposes of maintaining any pipes or equipment or in general any of the systems or infrastructure necessary for the conveyance or provision of the services referred to above.
- 11.6. Without limiting the generality of the provisions of clause 11.5 the Developer during the development period and thereafter the Association shall have the right to register servitudes of right of way and/or servitudes for the conveyance of electricity, water, gas lines, sewerage, telephone lines, information technology, security systems and any other type of services and/or servitudes of encroachment or servitudes in respect of any common walls or structural support or any other servitudes in respect of any other type of use. The Members accept and shall be bound by and consent to the registration of the servitudes referred to in this clause and clause 11.5.

12. ARCHITECTURAL GUIDELINES

- 12.1. The Architectural Guidelines constitutes an integral part of this Constitution. For as long as the Developer is a Member the Architectural Guidelines may be amended, substituted, added to or repealed only at the instance of the Developer and, thereafter, by the Association.

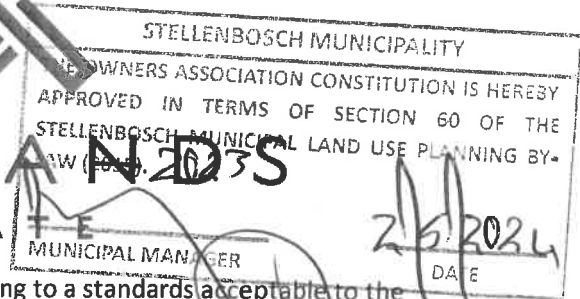
- 12.2. All landscaping activities shall comply with the provisions of the Landscaping Design Guidelines forming part of the Architectural Guidelines.
- 12.3. No construction or erection of Improvements on an Erf may commence prior to the approval of plans for such improvements and, in this regard:
- 12.3.1. a full set of proposed building- landscaping plans which indicate both construction and design details shall be submitted to the Association for approval by the Architectural Committee;
- 12.3.2. thereafter, the approved plans shall be submitted to the Local Authority for approval;
- 12.3.3. having obtained the approval of the Local Authority, the Member shall comply with all conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Architectural Guidelines read with the plans.
- 12.3.4. The scrutiny fee payable to the Architectural Committee will be paid by the Member, such scrutiny fee to be determined from time to time by the Developer during the Development Period and thereafter the Trustees, from time to time.
- 12.4. Approval of building plans will not be granted by the Local Authority without the prior written approval of the Architectural Committee thereto which approval shall be evidenced by an endorsement by the Architects.
- 12.5. No Improvements may be effected by an Owner, other than by a pre-approved NHBC registered contractor. The Developer, during the Development Period and thereafter the Association, shall compile a list of contractors who will be permitted to do building work of whatever nature in the Development. Before any Member may employ the services of a contractor the Members shall be obliged to procure that the appointed Contractor has signed acceptance of the Contractor's Code of Conduct to be provided by the Developer, during the Development period and thereafter by the Association.
- 12.6. No Owner will have any claim for damages or loss against the Developer or the Association, arising from whatever cause as a result of any acts or omissions of a pre-approved contractor. Each Owner hereby indemnifies the Developer and Association against any claim from any third party arising from the construction of improvements on the Owner's Erf.

13 FURTHER OBLIGATIONS OF MEMBERS

13.1 Each Member shall:

- 13.1.1. maintain his Erf in accordance with the Architectural Guidelines and the rules of the Association;
- 13.1.2. maintain in a neat and tidy condition and in a state of good repair all Improvements on the Member's Erf;

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- 13.1.3. establish and maintain a garden according to a standards acceptable to the Association and shall maintain the road verge bordering the Member's Erf, in terms of the Architectural Guidelines;
- 13.1.4. be responsible for the maintenance of external and boundary walling, inclusive of regular painting thereof;
- 13.1.5. not park any commercial type vehicle, boat, caravan, trailer or any vehicle not in good working order, on any roadway or pavement in the Development. Any such vehicles, boats, caravans or trailers shall be parked on the Member's Erf;
- 13.1.6. not do or suffer to be done on any Erf anything which, in the opinion of the Trustees, is noisome, unsightly, injurious, objectionable or detrimental or a public or private nuisance or a source of damage or disturbance to any Member, tenant or occupier of any Erf in the Development;
- 13.1.7. strictly comply with the Architectural Guidelines in connection with the Improvement of any property;
- 13.1.8. adequately insure the Improvements on the Member's Erf and/or the Member's Unit and, if requested by the Trustees, furnish proof of such insurance and, in the event of total, partial destruction, the Member shall, within a reasonable time period, make good such damage or reconstruction in accordance with the approved plans or, in the event of total destruction in accordance with the Architectural Guidelines;
- 13.1.9. where the erection of structures to house animals or birds or the construction/erection of garden/tool shed(s) is permitted, such structures shall be screened from public view and the animals or birds so housed shall not constitute a disturbance or nuisance to Members or their tenants or occupiers and the Trustees shall, in their absolute discretion, be entitled to require the permanent removal from the Development of any animals or birds which, in the opinion of the Trustees, constitute a disturbance or nuisance;
- 13.1.10. comply with all security procedures implemented from time to time;
- 13.1.11. generally ensure that gardening and landscaping on the Member's Erf is undertaken so as to be compatible with the gardening and landscaping of adjoining Erven and Landscaping Design Guidelines applicable from time to time;
- 13.1.12. ensure that the Member's dog is kept on a leash in all public areas within the Development and is controlled to ensure that other dogs are not interfered with and that the dog does not cause uncleared fouling of sidewalks within the Development or on Private Open Spaces;
- 13.1.13. adhere strictly to the terms of servitudes granting access to Erven;
- 13.1.14. ensure that the Member and the Member's invitees do not damage or destroy trees, vegetation and landscaping on open areas of the Development and that vegetation on

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STELLENBOSCH MUNICIPALITY

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

MUNICIPAL MANAGER

21/5/2024

DATE

the Member's Erf does not interfere with pedestrian traffic or obscure the vision of motorists;

13.1.15. tolerate access to irrigation pipe lines by owners of these lines their employees and/or contractors;

13.1.16. not erect any structure over the services or infrastructure of the Development; and

13.1.17. pay the fees as set in the Architectural Guidelines and as amended by the Association from time to time, before the commencement of any building operations on the Member's Erf.

13.2. Except for the Developer in respect of whom the provisions of this clause do not apply, Members shall within a period of 24 (twenty four) months after date of the first registration from the Developer to the first owner of the Member's Erf in the Member's name (or such later date as the Association may direct in writing), commence with the Improvements on the Member's Erf (the plans and specifications of which shall have been approved in terms of clause 13 above) and shall complete such Improvements within a period of 12 (twelve) months thereafter or within any extended period as the Developer in its sole discretion may agree during the Development Period and thereafter, the Trustees within their sole discretion. Should the Member fail to commence with improvements and/or to complete such improvements within the periods prescribed aforesaid, such Association shall be entitled, without prejudice to any other rights which it may have and/or at law and at its election to require the Member to pay double the ordinary levies due on the Member's Property to the Association for each part or completed month in which the Member is and remains in such default, for purposes of the provisions of this clause, the date of completion of any improvements shall be the date upon which an occupation certificate is obtained by the Member in respect of such improvements from the Local Authority.

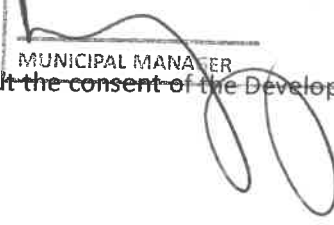
13.3. Any further structural improvements which a Member wishes to make to the Member's property after finalization of the construction of the Member's house should also be submitted to the Association for approval by the Architectural Committee and has to be finalized within 6 (six) months of commencement of construction thereof, failing which the same penalties will be due and payable as per clause 13.2 above for such extended period of time, beyond the 6 (six) month period.

13.4. During the Development Period no Estate Agent shall be entitled to market and/or sell properties in the Development without the written consent of the Developer.

14. RESTRICTIONS

14.1. No Member shall apply for the rezoning of the Member's Erf with a view to procuring a variation or amendment or substitution of use rights and shall not be entitled to use the Member's Erf for any purpose other than the permitted use applicable upon establishment of the Development. In particular, no member shall be allowed to use the Member's Erf for the supply of temporary accommodation for consideration and/or letting out on a short-term basis (i.e. for periods shorter than one month).

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STELLENBOSCH MUNICIPALITY	
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- 14.2. No Member shall conduct any business on an Erf without the consent of the Developer during the Development Period, and thereafter the Trustees.
- 14.3. No Member shall be entitled to:
- 14.3.1. At any time operate a guest house on the Member's Erf; and
 - 14.3.2. Lease the Member's Erf for any period less than 30 (thirty) days without the approval of the Developer and the Association.
- 14.4. No Member shall permit the number of occupants of the Member's Erf to exceed 2 (two) persons per bedroom. The word "occupants" shall include but shall not be limited to any person who resides or stays on such Erf on a regular or occasional basis irrespective of whether such person is related to or is financially dependent upon the Owner or occupier or whether such persons pays rental or gives any other form of consideration in respect of such Erf or any portion thereof.

15. LEVIES

15.1. The Trustees shall :

- 15.1.1. establish and maintain a levy fund for the purposes of meeting all expenses of the Association directly or indirectly incidental to the objectives of the Association including the control, management and administration of the Development, the upkeep of dams, services, pathways, Private Open Spaces and for charges for the supply of any services required by the Association or its Members;
 - 15.1.2. prepare an annual budget which will be required by the Association to meet its expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year and may include in such estimate and amount to be held in reserve to meet anticipated future expenditure not of an annual nature;
 - 15.1.3. require Members whenever necessary to make contributions to such fund for the purposes of satisfying the expenses referred to in clauses 15.1.1 and 15.1.2, equal as nearly as is reasonably practical to such estimated amount.
- 15.2. The Trustee may, from time to time, make special levies upon members effective from the date of passing of the applicable trustee resolution in respect of such expenses referred to in clause 15.1 (which are not included in any estimate made in terms of clause 15.1.2) and such special levies may be imposed and shall be payable in on sum or by such instalments and at such time or times as the Trustees shall deem fit.
- 15.3. Any amount due by a Member by way of a levy shall be a debt due by the Member to the Association payable within such time as determined by the Trustees. The obligation of a Member to pay a levy shall cease upon the Member ceasing to be a Member save that he shall remain liable for all levies calculated up to the date upon which the Member ceases to be a Member. No levies paid by a Member shall be repayable by the Association upon the Member ceasing to be a Member. A Member's successor in title to an Erf shall be liable as from the date upon which the Member becomes a Member pursuant to the transfer of such Erf to pay the

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levies attributable to that Erf. No Member shall be entitled to transfer the Member's Erf until the Trustees have certified that the Member, at the date of transfer, has paid all amounts owing by the Member to the Association. Members shall not be entitled to withhold or refuse to pay any levies by reason of the fact that all amenities, facilities and services might not have been fully completed before expiry of the Development Period. Without limiting the generality of the aforementioned, Members shall not be entitled to withhold any payments of levies or refuse to take transfer of an Erf by reason of the non-completion of any amenities, facilities, services or infrastructure;

- 15.4. In calculating levies, the Trustees shall take into account income, if any, earned by the Association.
- 15.5. The decision of the Trustees in calculating the levies shall be final and binding on all Members.
- 15.6. No Member shall be entitled to any of the privileges of membership unless and until the Member shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of the Member's membership thereof;
- 15.7. All levies are due and payable by Members on the first day of the month immediately following the month in which such liability arose and , thereafter, on the first day of each and every following month.
- 15.8. Members shall be liable for payment of interest on outstanding amounts at a rate determined by the Trustees from time to time but not exceeding the maximum annual rate permitted by law. Interest calculated at the determined rate is recoverable from the date on which the amount is due and payable to the date of payment provided that any portion of a month will be regarded as a full calendar month for the purposes of this calculation.
- 15.9. The Developer shall not be obliged to pay levies in respect of any portion of the Development, and, without detracting from the generality of the foregoing, specifically including any Erf, for as long as the Developer remains the Owner thereof.
- 15.10. The levies payable by non-residential Erven, if any, shall at all times be the same as the levies payable by residential Erven. This clause shall not be amended without the prior written consent of the Developer or his successor in title as owner of any such non-residential Erf.

16. BREACH

- 16.1. The Trustees may on behalf of and in the name of the Association institute legal proceedings in accordance with the provisions of this clause.
- 16.2. If any Member fails in the observance of any of the provisions of this Constitution with regard to improvements and/or the provisions of the Architectural Guidelines and/or fails to comply with any rules or regulations made in terms thereof, the Trustees may on behalf of and in the name of the Association serve notice on such Member calling upon the Member to remedy such breach within a time specified in such notice and, failing timeous compliance:

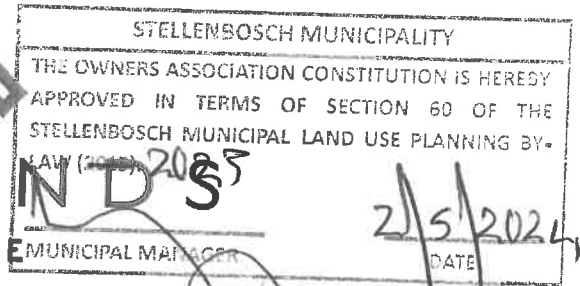


- 16.2.1. enter upon the Erf to take such action as may be reasonably required to remedy the breach and the Member concerned shall be liable to the Association for all costs so incurred, which costs shall be due and payable upon demand; and/or
 - 16.2.2. call upon such Member in writing to remove or alter within a specified period any portion of the Improvements or any addition erected contrary to the provisions of this Constitution read with the Architectural Guidelines; and/or
 - 16.2.3. institute proceedings in any court of competent jurisdiction for such relief as the Trustees may consider necessary and such Member shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client and all other expenses and charges incurred in obtaining relief.
- 16.3. If any Member fails to make payment on the due date of levies or other amounts payable by such Member, the Trustees may give notice to such Member requiring the Member to remedy such breach within such period as the Trustees may determine and should the Member fail to timeously remedy his breach, the Trustees may, on behalf of the Association, institute legal proceedings against such Member without further notice and such Member will be liable for and shall pay all legal costs on the scale as between attorney and own client together with collection commission and any other expenses and charges incurred by the Association in obtaining recovery. Any notice given in terms of this clause shall attract a fee as determined by the Association and payable by such member.
- 16.4. Nothing in the foregoing shall derogate from or in any way diminish the right of the Association to institute proceedings in any court of competent jurisdiction for recovery of any money due by any Member arising from any cause of action whatsoever or for any other relief.
- 16.5. In the event of any breach of this Constitution by members of any Member's household or the Member's invitees or lessees, such breach shall be deemed to have been committed by the Member but, without prejudice to the foregoing, the Trustees shall be entitled to take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit, with or without proceedings against the Member.

17. TRUSTEES

- 17.1. The Trustees of the Association shall comprise 3 (three) Developer Trustees until the first annual general meeting of the Association whereupon the number of Trustees shall be 5 (five) comprising 3 (three) Developer Trustees and 2 (two) Member Trustees for as long as the Developer is a Member. Upon the Developer ceasing to be a Member, the 5 (five) Trustees shall be Member Trustees save that the Association shall in general meetings held after the Developer has ceased to be a Member, be entitled to increase or decrease the number of Trustees.
- 17.2. A Trustee appointed or nominated by the Developer, shall be an individual but need not himself/ herself be a Member, provided that the Member Trustees nominated by the Association, shall all be Members.

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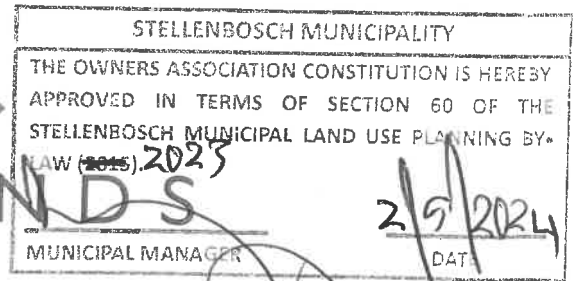


- 17.3. A Trustee shall, by accepting his or her appointment as such, be deemed to have agreed to be bound by the provisions of this Constitution.
- 17.4. The Developer shall appoint the first Developer Trustees upon formation of the Association.
- 17.5. Subject to the provisions of clause 17.6, each Member Trustee shall continue to hold office until the annual general meeting of the Association following his or her appointment, at which meeting each Member Trustee shall be deemed to have retired from office as such but will be eligible for re-election at such meeting. The Developer shall, by written notice to the Trustees, be entitled to remove any Developer Trustee appointed by the Developer and upon such removal or upon any Developer Trustee ceasing to hold office for any other reason, by written notice, appoint in his or her stead another person or persons to serve as Trustee(s).
- 17.6. A Trustee shall be deemed to have vacated his office as such upon:
- 17.6.1. his or her estate being sequestrated, whether provisionally or finally or upon his or her surrendering his estate;
 - 17.6.2. his or her making any arrangement or composition with his or her creditors;
 - 17.6.3. his or her conviction for any offence involving dishonesty;
 - 17.6.4. his or her becoming of unsound mind and or being found lunatic;
 - 17.6.5. his or her resigning from such office in writing;
 - 17.6.6. his or her death;
 - 17.6.7. his or her being removed from office by a resolution passed by the majority of the Trustees (excluding the Trustee concerned);
 - 17.6.8. his or her being disentitled to exercise a vote in terms of this Constitution provided he or she is a Member Trustee.
- 17.7. Notwithstanding the fact that a Trustee shall be deemed to have vacated his/her office as provided in clause 17.6, anything done by such Trustee in the capacity of a Trustee in good faith shall be valid until the fact that he/she is no longer a Trustee has been recorded in the Minute Book of the Trustees. Should the office of a Trustee fall vacant prior to the next annual general meeting of the Association, the vacancy in question may be filled by the Developer if the vacancy is in respect of a Developer Trustee and by the remaining Member Trustees if the vacancy is in respect of a Member Trustee and the person so appointed shall hold office until the next annual general meeting.
- 17.8. The first Chairman shall be appointed by the Developer and shall hold office until the later date of the first annual general meeting or the date of the registration of transfer of the last Erf from the Developer to an Owner, until which the Chairman shall have the right to veto any proposal and/or resolution which relates to, directly or indirectly, the Private Open Spaces in the Development including the dams, pathways, roads and servitude areas.

- 17.9. Subject to the provisions of paragraph 17.8 above, within 7 (seven) days of the holding of each annual general meeting of the Association the Trustees shall meet and shall elect from their own number the Chairman who shall hold office until the annual general meeting held next after his or her appointment, provided that the office of Chairman shall ipso facto be vacated by the Trustee holding such office upon his or her ceasing to be a Trustee for any reason. In the event of any vacancy occurring in the aforesaid office, the Trustee shall meet as soon as reasonably possible to appoint one of their number as a replacement in such office.
- 17.10. Save as otherwise provided in this Constitution, the Chairman shall preside at all meetings of the Trustees and all general meetings of the Association and shall perform all duties incidental to the office of Chairman and such other duties as may be prescribed by the Trustee or by Members and shall allow or refuse to permit guests to speak at any such meetings, provided that any such guest shall not be entitled to vote at any meetings and provided further that a Member's spouse shall be entitled to speak at any meeting.
- 17.11. If the Chairman vacates the chair during the course of a meeting or is not present or is, for any other reason, unable to preside at any meeting, the Trustees present at such meeting shall choose another Chairman for such meeting.
- 17.12. If any Chairman vacates his or her office as Chairman or no longer continues in office for any reason, the Trustees shall elect another Chairman who shall hold office as such for the remainder of the period of office of the first mentioned Chairman.
- 17.13. A Trustee shall be disqualified from voting in respect of any contract or proposed contract or any litigation or proposed litigation or any dispute, with the Association, by virtue of any interest he or she may have therein.
- 17.14. No contract concluded on behalf of the Trustees or Association shall be valid and binding unless it is signed by the Chairman and one Trustee, the latter specifically appointed as authorised signatory in terms of the Resolution of Trustees whereby the Trustees bind the Association.
- 17.15. Trustee shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in or about the performance of their duties as Trustees and/or Chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.
- 17.16. Trustees may not make loans on behalf of the Association to Members or to themselves.

18. FUNCTIONS, POWERS AND DUTIES OF TRUSTEES

- 18.1. Subject to the express provision of this Constitution, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs, including the right of appointment and dismissal of any Managing Agent, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by this Constitution required to be exercised or done by the Association in general meeting subject however to such regulations as may have been made by the Association in general meeting provided that no



regulation made by the Association in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made.

- 18.2. Save as specifically provided in this Constitution, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, advocates, attorneys, auditors, architects, engineers, land surveyors, managing agents, town planners or any other professional firm or person or other employees whatsoever for any reason deemed necessary by the Trustees on such terms as the Trustees shall decide.
- 18.3. The Trustees shall have the right to vary, cancel or modify any of their decisions and resolutions from time to time.
- 18.4. The Trustees shall have the right to co-opt any person or persons chosen by them. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Trustees provided that such co-opted Trustee shall only serve until the next annual general meeting.
- 18.5. The Trustees may, should they so decide, investigate any suspected or alleged breach by any Member or Trustee of this Constitution in such reasonable manner as they shall decide from time to time.
- 18.6. The Trustees may make regulations and rules not inconsistent with this Constitution or any regulations or rules prescribed by the Association in general meeting:
 - 18.6.1. as to the resolution of disputes generally;
 - 18.6.2. for the furtherance and promotion of any of the objects of the Association;
 - 18.6.3. for the better management of the affairs of the Association;
 - 18.6.4. for the advancement of the interests of Members;
 - 18.6.5. for the conduct of Trustees at meetings of Trustees and meetings of the Association;
 - 18.6.6. to levy and collect contributions from Members in accordance with clause 19;
 - 18.6.7. to levy and recover from Members moneys which are necessary to defray the necessary expenses of the Local Authority in the event of the Local Authority imposing any levies and imposts against the Association;
 - 18.6.8. to assist it in administering and governing its activities generally;
 - 18.6.9. to impose fines in respect of Members not complying with this constitution or any rules imposed by the Association.
- 18.7. Without in any way limiting the powers granted, the duties and powers of the Trustees shall further specifically include:

- 18.7.1. the determination of what constitutes appropriate standards for residential living, maintenance, repairs, additions to and Improvements of all Erven in the Development in strict accordance with the provisions of the Architectural Guidelines which shall be additional to the powers of the Developer for as long as the Developer is a Member. The Trustees shall be entitled to require any Member, who shall be obliged, to repaint or renovate the Member's Improvements on the Member's Erf if in the reasonable opinion of the Trustees such Improvements require essential repairs or have become dilapidated;
- 18.7.2. entering into of agreements with third parties on behalf of the Association for any purposes of the Association;
- 18.7.3. the employment on behalf of the Association of agents, servants and any other party and the payment of such persons;
- 18.7.4. the taking of steps in all matters of common interest in respect of the Association and including, without detracting from the generality thereof, such as common sewage, electricity supply, water supply, landscaping, maintenance of private roads, refuse facilities, removal of refuse and suchlike, where applicable;
- 18.7.5. the institution or defence of actions in the name of the Association and to appoint legal representatives for such purpose.

19. PROCEEDINGS OF TRUSTEES

- 19.1. The Trustees may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit, subject to the provisions of this Constitution.
- 19.2. Meetings of the Trustees shall be held at least once every 6 (six) months.
- 19.3. The Chairman always has the right to convene meetings of Trustees.
- 19.4. A Trustee may, provided he has the support in writing of 2 (two) other Trustees, at any time convene a meeting of Trustees by giving to the other Trustees not less than 14 (fourteen) days written notice of a meeting proposed by him/her, which notice shall specify the reason for calling such a meeting; provided that in case of urgency, such shorter notice as it reasonable in the circumstances may be given.
- 19.5. A resolution in writing signed by all the Trustees shall be valid and effectual as if it had been passed at a meeting of Trustees duly called and constituted.
- 19.6. The quorum necessary for the holding of any meeting of Trustees shall be 4 (four) Trustees present personally provided that, for as long as the Developer is a Member, no less than 3 (three) Trustees present are Developer Trustees. If no quorum is present within 15 (fifteen) minutes after the time for commencement of the meeting then it shall stand adjourned for the same time and place on the following day which is not a Saturday, Sunday or public holiday and, if at such adjourned meeting, a quorum is not present within 30 (thirty) minutes after the time appointed for the meeting, the Trustees then present shall be a quorum.



- 19.7. Any Resolution of the Trustees shall be carried by a simple majority of all votes cast. In the case of an equality of votes for and against a Resolution, the Chairman shall have a second casting vote.
- 19.8. The Chairman shall prescribe as such at all meetings of Trustees provided that, should at any meeting of Trustees the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, those present of the Trustees shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 19.9. A Trustee may be represented at a meeting of Trustees by a proxy provided such proxy is a Trustee.
- 19.10. 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 Chairman 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.
- 19.11. The Trustees shall:
- 19.11.1. ensure that minutes are taken of every meeting of Trustees, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairman of the meeting;
 - 19.11.2. cause such minutes to be kept of all meetings of the Trustees in a minute book of meetings of Trustees kept for that purpose;
 - 19.11.3. keep all books of meetings of Trustees in perpetuity;
 - 19.11.4. on the written application of any Member, make all minutes of their proceedings available for inspection by such Member.
- 19.12. All Resolutions recorded in the minutes of any meeting of Trustees shall be valid and of full force and effect as therein recorded with effect from the passing of such Resolutions and until varied or rescinded, but no Resolution or purported Resolution of 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.
- 19.13. Save as otherwise provided in this Constitution, the proceedings at any meeting of Trustees shall be conducted in such reasonable manner and form as the Chairman of the meeting shall decide.

20. MANAGING AGENT

- 20.1. Subject to 9.2, 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,



STELLENBOSCH MUNICIPALITY

THE OWNERS ASSOCIATION CONSTITUTION IS HEREBY
APPROVED IN TERMS OF SECTION 60 OF THE
STELLENBOSCH MUNICIPAL LAND USE PLANNING BY-
LAW 1915/2021

2/9/2024

MUNICIPAL MANAGER

DATE

provided that a Managing Agent shall be appointed for a year at a time, and unless the Trustees notify the Managing Agent to the contrary, such appointment will be automatically renewed from year to year.

- 20.2. 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 any of the provisions of his contract or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of employment and the Managing Agent shall have no claim whatsoever against the Trustees and/or the Association as a result of such cancellation.

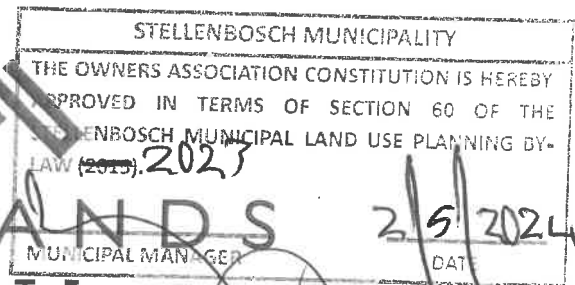
21. GENERAL MEETINGS OF THE ASSOCIATION

- 21.1. The Association shall, within 14 (fourteen) months of the date of commencement of the Association hold a general meeting as its first annual general meeting. Thereafter, within 6 (six) months of the financial year end of the Association it shall hold second and subsequent annual meetings.
- 21.2. Such annual general meetings shall be held at such time and place, subject to the foregoing provisions, as the Trustees shall decide from time to time, but subject to such meeting being held within the jurisdiction area of the Stellenbosch Magistrate's Court.
- 21.3. The Trustees may, whenever they deem fit, convene a general meeting and a general meeting shall also be convened on a requisition made by not less than 25% (twenty five per centum) of Members or should the Trustees fail to do so such meeting may be convened by the requisitionists themselves provided that notice thereof be given in terms of clause 22.

22. NOTICE OF MEETINGS

- 2.1. An annual general meeting shall be called by not less than 21 (twenty one) days notice and a general meeting by not less than 14 (fourteen) days notice, as provided in clause 22.3. The notice shall specify the place, the day and the hour of the meeting and, in the case of special business in addition to any other requirements contained in the Constitution, the general nature of that business and the reasons for it all be given in the manner hereafter mentioned or in such other manner, if any, as may be prescribed by the Trustees to such persons as are, under this Constitution, entitled to receive such notices from the Association; provided that a general meeting or an annual 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 not less than 60% (sixty per centum) of Members having a right to attend and vote at the meeting.
- 22.2. The accidental omission to give notice of any Resolution or to present any document required to be given or sent in terms of this Constitution, shall not invalidate the proceedings at or any Resolution passed at any meeting.
- 22.3. Notice of the annual general meeting and/or a general meeting shall be mailed to Members at the domicilium citandi et executandi of such Member as contemplated in clause 37 or shall be

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terminable by electronic mail to any electronic mail address provided by a Member to the Association.

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

23. PROXIES

- 23.1. A Member may be represented at an annual general meeting and/or general meeting by a proxy who must be a Member of the Association.
- 23.2. The instrument appointing a proxy shall be in writing signed by the Member concerned or the Member's duly authorized agent in writing but need not be in any particular form provided that where a Member is more than one person any one of those persons may sign the instrument appointing a proxy on such Member's behalf. Where a Member is a company, the proxy may be signed by any person authorized by resolution of the board of directors of the company or by its secretary and, where a close corporation, by any member of such close corporation and, where an association of persons, by the secretary thereof and, where a trust, by a person duly authorized by the trustees of such trust.
- 23.3. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof shall be lodged with the Association at least 24 (twenty four) hours before the scheduled time for the commencement of the meeting or adjourned meeting concerned. The instrument appointing a proxy shall be valid only for the specific meeting or the adjournment thereof.
- 23.4. Notwithstanding the foregoing, the Chairman of the meeting may agree to accept a proxy tendered at any time before or during the meeting.

24. QUORUM

- 24.1. No business shall be transacted at any annual general meeting or 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 25% (twenty five percent) of the total Members entitled to attend and vote thereat but shall not, until such time as all Erven which belongs to the Developer have been transferred to Owners, be attained unless the Developer or its duly authorized representatives are present at the meeting.
- 24.2. If, within 30 (thirty) minutes after the time appointed for the commencement of the meeting, a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In all other cases, the 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 shall, subject to the presence of the Developer or its duly authorized representatives is present thereat, constitute a quorum.



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AW (2023)	2023
MUNICIPAL MANAGER	DATE 21/5/2024

25. AGENDA AT MEETINGS

In addition to any other matters required by legislation or by this Constitution to be dealt with at any annual general meeting, the following matters shall be dealt with at every annual general meeting:

- 25.1. the consideration of the Chairman's report;
- 25.2. the election of Member Trustees;
- 25.3. the consideration of the financial statements of the Association for the last financial year of the Association preceding the date of such meeting;
- 25.4. the consideration of the budget as presented by the Trustees and confirmation of levies as currently levied by the Trustees;
- 25.5. any other business pertinent to such meeting, including any Resolutions proposed for adoption by such meeting and the voting upon any such Resolutions.

26. PROCEDURE AT MEETINGS

- 26.1. The Chairman shall preside as such at all meetings provided that should the Chairman not be present within 15 (fifteen) minutes after the time appointed for the holding thereof, then the Trustees present at such meetings shall vote to appoint a Chairman for the meeting who shall thereupon exercise all the powers and duties of the Chairman in relation to such meeting.
- 26.2. The Chairman may, with the consent of any meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business 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 30 (thirty) days or more, in which event notice is to be given in the same manner as the original meeting. Only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

27. VOTING

- 27.1. At every annual general meeting or general meeting every Member in person or by proxy and entitled to vote shall be allocated voting rights as follows:
 - 27.1.1. the registered owner of an Erf : 1 (one) vote per Erf registered in the Member's name, provided that if an Erf is registered in more than one person's name, then they shall jointly have 1 one vote;
 - 27.1.2. During the Development Period, the Developer shall be entitled to 3 times the total number of votes of all the other Members of the Association.

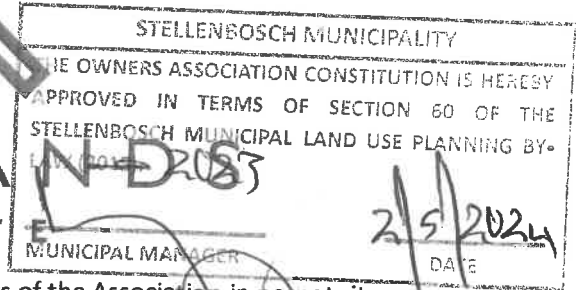
- 27.2. At any meeting of Members a Resolution put to the vote at the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll shall be demanded by any Member. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded.
- 27.3. Save as expressly provided for in this Constitution, no person other than a Member duly registered and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of the Member's membership and who is not under suspension, shall be entitled to be present and to vote on any question either personally or by proxy.
- 27.4. At any annual general meeting or general meeting a Resolution put to the vote at the meeting shall be decided on an ordinary majority of votes represented by Members entitled to attend and vote thereon present in person or by proxy in accordance with the value of voters recorded in clause 27.1.
- 27.5. Voting on any question of adjournment shall be decided on an ordinary majority of votes represented by Members entitled to attend and vote thereat present in person or by proxy.
- 27.6. Every Resolution and every amendment of a Resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 27.7. Unless any Member present in person or by proxy at a meeting shall, before closure of the meeting, have objected to any declaration made by the Chairman of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairman shall be deemed to be a true and correct statement of the voting and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes of the Association to the effect that any motion has been carried or lost with or without a record of the number of votes recorded in favour of or against such motion shall be conclusive evidence of the Resolution so recorded if such entry confirms with the declaration made by the Chairman of the meeting as to the result of any voting at the meeting.

28 MINUTES OF MEETINGS OF THE ASSOCIATION

28.1 The Trustees shall :

- 28.1.1. ensure that minutes are taken of every meeting of the Association, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting has closed and shall then be certified correct by the Chairman of the meeting;
- 28.1.2. cause such minutes to be kept of all such meetings of the Association in a minute book of meetings of the Association kept for the purpose.

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- 28.2 The Trustees shall keep all minute books or meetings of the Association in perpetuity.
- 28.3 On the written application of any Member the Trustees shall make all minutes of the proceedings and/or meetings of the Association available for inspection by such Member.
- 28.4 All Resolutions recorded in the minutes of any 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 Resolutions of the Association shall be of any force of effect, or shall be binding upon the Members or any of the Trustees, unless such Resolution is competent within the powers of the Association.
- 28.5 Save as otherwise provided in the Constitution, the proceedings at any meeting of the Association shall be conducted in such manner and form as the Chairman of the meeting shall decide.

29. FINANCIAL YEAR END

The financial year end of the Association is the last day of February of each year.

30. ACCOUNTS

- 30.1. The Trustee shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association including :
- 30.1.1. a record of the assets and liabilities of the Association;
 - 30.1.2. a record of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure occur;
 - 30.1.3. a register of Members showing in each case their addresses;
 - 30.1.4. individual ledger accounts in respect of each Member.
- 30.2. On the application of any Member the Trustees shall make all of any of the books of account and records available for inspection by such Member.
- 30.3. The Trustees shall cause all books of account and records to be retained for a period of 5 (five) years after completion of the transactions, acts or operations to which they relate.
- 30.4. The Association in general meeting or the Trustees may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by Members of the accounts and books of the Association, or any of them, and subsequent to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

- 30.5. At each annual general meeting the Trustees shall lay before the Association financial statements for the immediately preceding financial year of the Association or, in the case of the first period since the dated of commencement of the Association, made up for that period. Such 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.

31. DEPOSIT AND INVESTMENT OF FUNDS

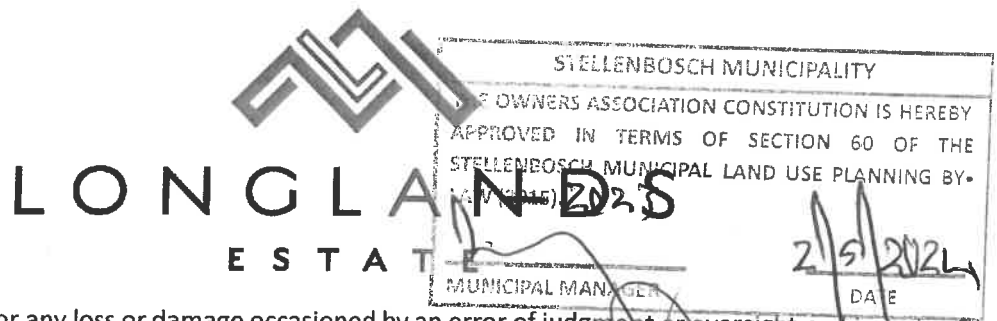
- 31.1. The Trustees shall cause all moneys received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the Association and, subject to any direction given or restriction imposed at a general meeting of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or investment.
- 31.2. Any funds not immediately required for disbursements may be invested in a savings or similar account with any financial institution or any other registered deposit receiving institution approved by the Trustees from time to time.
- 31.3. Interest on moneys invested shall be used by the Association for any lawful purpose in the interest of the Association.

32. AUDIT

- 32.1. Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors.
- 32.2. The duties of the Auditors shall be regulated in accordance with general practice and applicable professional standards.

33. INDEMNITY

- 33.1. All the Trustees managers, servants, agents or employees of the Association are indemnified by the Association against any liabilities bona fide incurred by them in their capacities as such and in the case of the Chairman in his capacity as Chairman, as well as for all costs, losses and expenses (including traveling expenses) which they may incur or become liable for by reason of any authorized contract entered into, or any authorized 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 court.
- 33.2. A Trustee shall not be liable for the acts, or omission of the Auditors or of any of the other Trustees whether in their capacities as Trustees or as Chairman 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 an error of judgment 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 mala fides, breach of duty or breach of trust.

34. DEFAMATION PRIVILEGE

Every Member of the Association and every Trustee shall be deemed by virtue of the Member's membership or, as the case may be, the Member holding office as a Trustee, to have waived as against every other Member, the Chairman, every other Trustee, 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 Trustees, or otherwise in the performance or exercise of any right, function, duty, power or trust, within 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.

35. OWN RISK

Any person using any of the services, land, facilities, infrastructure or amenities of the Association, the Development does so entirely at such person's own risk and neither the Association, its Trustees, Members, the Developer and its successors-in-title or their contractors, employees, guests and family members shall be liable for any damages, injury or loss of life which may result from any of their acts or omissions. The Association and all members hereby indemnify the Developer from any and all liability arising from the aforementioned use by Members.

36. DISPUTE RESOLUTION

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

36.1.1. the interpretation of ;

36.1.2. the effect of ;

36.1.3. their respective rights or obligations under ;

36.1.4. a breach of (save for non-payment of levies or any other amount due by a Member in terms of this Constitution) this Constitution,

such dispute shall be referred to the Ombud for Community Schemes, as contemplated in terms of the Community Schemes Ombud Service Act 9 of 2011 ("CSOS"), if the dispute falls within the ambit of CSOS or arbitration in the manner set out in this clause 36.

36.2 Any dispute which is referred to the Ombud shall be adjudicated in terms of CSOS and the regulations promulgated thereunder unless the Ombud or an adjudicator appointed by the Ombud rules that the dispute cannot be dealt with in terms of CSOS.

36.3 Should:

36.3.1 the Ombud or an adjudicator appointed by the Ombud determine that a dispute referred to the Ombud in terms of CSOS cannot be dealt with in terms of CSOS; or

36.3.1 the Ombud or an adjudicator appointed by the Ombud fails to accept, for adjudication, the dispute within 30 (thirty) days of its referral;

the dispute shall then be referred to arbitration, which arbitration shall proceed in the manner contemplated hereunder.

36.4. The arbitration referred to in clause 36.3 shall :

36.4.1. 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

36.4.2. commence as soon as reasonably possible after it is demanded and with a view to its being completed within 30 (thirty) days after it is demanded ; and

36.4.3. be held under the provisions of the Arbitration Act of the Republic of South Africa (as amended or replaced from time to time) except insofar as the provisions of this arbitration clause shall apply.

36.5. The arbitrator shall be a practicing senior attorney or advocate of not less than 10 (ten) years and shall be appointed by agreement between the parties to the arbitration within 7 (seven) days of being called upon to make such appointment. Failing such agreement within the 7 (seven) day period, the attorney or advocate shall be appointed by the President or chairperson of the Western Cape Division of the Legal Practice Council.

36.6. The arbitrator shall in giving his or her award have regard to the principles contained in this Constitution and shall decide the matter as submitted to him/her according to what he or she considers just and equitable in the circumstances. Strict rules of Law need not be observed or be taken into account by him/her in arriving at his decision. The arbitrator's decision shall be presented within 10 (ten) days after the completion of the arbitration in a written document and he or she shall state the reasons for his or her decision therein. The arbitrator may determine that the cost of the arbitration be paid either by one or other of the disputing parties be shared by the disputing parties in such proportions as the arbitrator may determine or be paid by the Association or the arbitrator in his or her sole discretion may deem fit.

36.7. Each of the parties to the arbitration irrevocably agree that the decision of the arbitrator made at such arbitration proceedings :

36.7.1. shall be final and binding on each of them; and



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(LAW 555) 2023	
MUNICIPAL MANAGER	DATE 2/5/2024

36.7.2. shall be carried into effect immediately; and

36.7.3. may be made an order of any Court to whose jurisdiction the parties are subject.

36.8. Notwithstanding anything to the contrary contained in this clause 36, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions of this Constitution, including the Architectural Guidelines.

37. DOMICILIUM

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

37.1.1. such address shall be the address of the Chairman or of a resident Trustee nominated by the Trustees or the address of any duly appointed Managing Agent;

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

37.2. The domicilium citandi et executandi of each Member shall be the street address of the Member's Erf.

37.3. It shall be competent to give notice by telefax or email where the Member's telefax number or email address is recorded with the Trustees.

37.4. A Member may by notice in writing to the Trustees alter his domicilium provided such new address may not be a post office box or post restante and provided such address is within the Republic of South Africa and shall not be effective until 14 (fourteen) days after receipt of such notification.

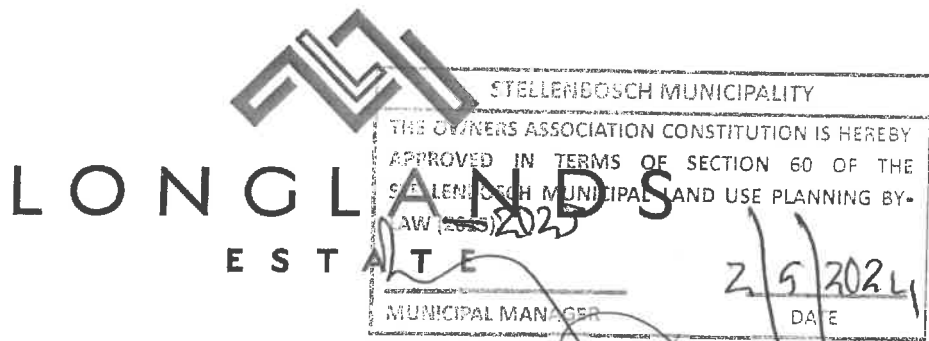
37.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member shall be adequate written notice or communication to such Member notwithstanding that it was not sent to or delivered at his domicilium citandi et executandi.

37.6. Any notice to a Member :

37.6.1. sent to a Member by prepaid registered post in a correctly addressed envelope at his domicilium citandi et executandi shall be deemed to have been received on the 7th day after posting (unless the contrary is proved); or

37.6.2. delivered by hand to a responsible person at his domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

37.6.3. successfully transmitted by e-mail to his chosen e-mail address shall be deemed to have been received on the day of transmission, unless the contrary is proved.



38. AMENDMENT

38.1. No provision hereof shall be added to, amended, substituted or repealed without the prior consent in writing of :

38.1.1. the Local Authority, and

38.1.2. the Developer for as long as the Developer is a Member, provided that clauses 9.5; 11.3; 14.4, 16.10 and 39 shall not be amended without the written approval of the relevant successor in title of the developer.

38.2. Subject to the provisions of clause 38.1, such addition, amendment, substitution, or repeal as approved by a Special Resolution adopted by the Members at a meeting of which the notice convening the meeting, set out in specific terms the proposed addition, amendment, substitution or matter to be repealed; provided that during the Development Period the Developer shall be entitled to add, amend, substitute, or repeal the Constitution in his sole and absolute discretion, subject to the prior consent in writing of the local Authority.

39. INCORPORATION OF FURTHER PHASES; RIGHTS OF ACCESS

39.1 None of the following provisions may be deleted or varied in any way, in terms of clause 38 without the prior written consent of the Developer:

39.2. The Developer has the right at any time and from time to time to extend, increase or alter the area or composition or size of the Development by requiring the Association to incorporate into the Development any part/s of any adjoining properties owned or to be acquired by the Developer or any of its associate or subsidiary companies, from time to time as further phases of the Development, which the Developer shall be entitled to develop as it may deem fit.

39.3. Should any further property be incorporated into the Development or the layout or size or number of erven are amended or changed by the Developer, the Developer shall be entitled to require that the first and all subsequent Owners of Erven therein become Members of the Association in respect of those parts from such date as the Developer may determine, and on the same terms and conditions as are applicable to the other Members of the Association. The Members shall be bound by any such requirement of the Developer.

39.4 Should the Developer or any of its associates or subsidiary companies proceed with the development of the remaining extent of Remainder Erf 1 Longlands or another land adjoining or in the near vicinity of the Development, the Developer shall be entitled to grant access and egress to any such developments through the Development. Any such access and egress shall entitle the owners of erven within any of such developments to gain access from and egress to the Polkadraai Road through the access gate to be established for the Development, as well as to use internal roads within the Development to gain access to such owners' properties. The Developer shall be entitled to register appropriate servitudes of access over the land comprising the Development to secure the aforesaid rights of access and egress.



40. RESERVATION OF NAME

It is recorded that the Developer has registered or is in the process of registering the name LONGLANDS ESTATE , as a trademark, for the development. Accordingly, no Member will be entitled to use such name for any commercial purposes or other purposes without the prior written consent of the Developer having been obtained.

ANNEXURE C

**APPLICATION FOR PERMISSION REQUIRED IN TERMS
OF CONDITION OF APPROVAL IN TERMS OF
SECTION 15(2)(I) OF THE STELLENBOSCH MUNICIPAL
LAND USE PLANNING BYLAW, 2023: ERF 345.
LONGLANDS (PREVIOUSLY KNOWN AS ERF 1, 3, 7, 8
& 9, LONGLANDS)**

**LONGLANDS ESTATE DESIGN
GUIDELINES FOR THE EASTERN
PRECINCT**



LONGLANDS

ESTATE

DESIGN CONTROLS

EDITION 1

JANUARY 2023

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1 INTRODUCTION

1.1 Background & Procedures

This document sets out the Urban & Architectural Controls with which Owners must comply and is an annexure to the Longlands Estate Homeowners Association (LEHOA) Constitution and the Agreement of Sale.

In terms of the Agreement of Sale, Owners will be obliged to submit their drawings to the **Urban & Architectural Design Review Committee (ARC)** (refer to "Definitions") for Design approval, before submitting the drawings to the local authority. Approval or rejection of the design is at the discretion of the ARC. *Refer to the requirements for submissions in Annexure 1.*

The ARC has the right to vary the requirements contained within this document at their discretion, but subject to the approval of the LEHOA & the Stellenbosch Municipality. The onus rests with the individual owner or his architect to ensure that the design is based on the latest revision of the Urban and Architectural Design Controls.

All owners are obliged to make use of a registered architect for the design of their houses up to submission to the ARC and the local authority. Owners are however strongly encouraged to make use of a full architectural service including site supervision and administration.

The Owner and his Contractor will be subject to both the provisions of a Construction Phase Environmental Management Plan (CEMP) and a Builders Code of Conduct (BCC), which will be administered by the LEHOA and which will contain obligations and penalties for any breach of the contract.

In these controls the words "must" and "shall" indicate mandatory provisions, while the word "should" indicates desirable and recommended provisions, which may only be deviated from at the discretion of the ARC.

1.2 Development Description

The site is located 41km outside of Cape Town and 8.5km from the town of Stellenbosch. It is accessed from Polkadraai road and is surrounded by agricultural land and housing estates.

The residences are lined with green belts to maximise scenic views and capitalise on access to green recreational space. The precincts accommodate approximately 250 erven ranging from 300sqm to 1100sqm. Internally, each pocket comprises of a smaller landscaped courtyard to accommodate visitors' parking and recreational areas.

1.3 Design Controls Outline

The Urban & Architectural Design Controls (UADC) for Longlands Estate have been developed to control the nature and aesthetic quality of the development, and to ensure the protection, improvement, and enhancement of this unique setting within the Stellenbosch region. The controls are formulated to guide certain spatial principles for the individual purchaser to respond to

The Controls aim to ensure the following:

- the celebration of the unique views to the Simonsberg and Jonkershoek Mountains
- the protection of the visual and natural attributes of the site, most notably the vineyards and the protected tree avenue
- the control of the aesthetic quality of the development in order to limit the visual impact of the residences

The first section of the Urban & Architectural Design Controls (UADC) familiarises the reader with the over-arching design intentions for the estate, as well as some of the terminology used throughout the document.

Section Two of the document focusses on the Urban Design parameters for the development and describes the basic form controls applicable to the development.

The controls aim to emphasise and retain the farm character of Longlands Estate.

Section Three deals with architectural controls. These controls are intended to provide aesthetic continuity within the development; and to ensure the integration of the built form and the natural landscape by introducing natural materials.

The Fourth section contains the landscape vision. As this forms an integral part of the overall vision for the estate, detailed landscape guidelines are included to ensure the integration of landscape and built form within the development.

For further information and procedures please refer to the Annexures; Annexure 1: Design Review Process, Plan Submission Process, Costs and General Information, Annexure 2: Exterior Finishes Specifications, Annexure 3: Landscape Guidelines

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1.4 Definitions

Urban & Architectural Design Review Committee (ARC)

The committee formed by the Urban Design & Architectural practice and the LEHOA representative. The role of the committee is to review and approve all design proposals.

Urban & Architectural Design Controls (UADC)

The legal document to control the nature and aesthetic character of the development, to ensure the protection, improvement and enhancement of the natural environment

Balcony

A floor projecting outside a building at a level higher than the ground floor level, enclosed only by low walls or railings or by the walls of adjacent rooms, and includes a roof, if any, over such floor and any pillars supporting the roof.

Basement

Any portion of a dwelling generally below the natural ground level - no portion of a basement (measured to the finished floor level above the basement) may project more than 1.5m above natural ground level. A basement may not have an average height of more than 1m above the natural ground level (measured to finished floor level above). A basement level is not considered to be a building storey for the purposes of height restrictions but is included in the calculation of physical height above natural ground level where applicable.

Building Footprint

In relation to a dwelling, this means the maximum area covered by any floor of the dwelling, (whether useable or not) as measured from the outer face of the exterior walls or similar supports of such dwelling, provided that:

- a) where the dwelling consists of more than one storey, the total footprint shall be the maximum extent of the floor space of all storeys, but not the sum of all floors; and
- b) for the purposes of measuring maximum Building Footprint, garages, storage or other free-standing enclosed structures shall be included.
- c) Balconies, decks, terraces and verandas shall be excluded.
- d) Basements extending beyond the footprint of structures above ground, and completely below natural ground level shall be excluded from the maximum building footprint.

Deck

An external floor area constructed out of timber, which is raised off the ground level on posts and projects out beyond the building perimeter and includes any railings enclosing it. It does not refer to balconies at the first floor level of a dwelling. If a deck is built on a solid base, restrictions applicable to verandas apply.

Construction Phase Environmental Management Plan (CEMP)

Describes how environmental controls are to be carried out on site and describes mitigation measures in detail, and is prescriptive, identifying specific individuals or organisations responsible for undertaking specific tasks to ensure that environmental impact is minimised during the construction of the building.

Finished Floor Level (FFL)

Refers to the maximum horizontal level of final floor finishes. For the purpose of height restriction calculations, the 'worst' or highest point is used. Where the FFL is stepped, height restrictions above natural ground level must be adhered to for each individual platform or level.

Finished Ground Level (FGL)

Refers to the final finished surface level after construction and landscaping and could be hard landscaped surface level or garden/planting level

Garage

A building, or part of a building, used solely for vehicles and storage and therefore not a "habitable" room.

Garden Terrace

A hard or soft landscaped level or platform, created through either cutting or filling and which is not directly attached to the main dwelling

Loft

A habitable space within the envelope of the roof structure; generally conforming to the mezzanine storey restrictions (Maximum of 25% of the proposed house's floor area may be used). A wall plate height restriction of 1.5m above the FFL of the loft space will also apply.

Flat Roof

A flat roof can either take the form of a concrete slab or roof sheeting hidden behind a parapet wall. A roof will be considered as flat provided that it has a fall of less than 5° and the fall is hidden from view behind a parapet wall.

Major Forms

The main building elements/ forms of the residences. These forms include habitable rooms and internal circulation spaces. It is possible to include a non-habitable room, like a garage, within the envelope of a major form.

Minor Forms

The secondary elements that make up the residences. There are two categories of minor forms, each subject to their own restrictions

- i. Linking Elements: These building elements are attached to the major forms and primarily include internal circulation spaces but can also house habitable rooms. Linking elements include roofed verandas but not pergolas or similar architectural features
- ii. Pop-Outs: Small building elements that stand proud of the primary façade. Examples of pop-outs include bay windows and some staircases.

Natural Ground Level (NGL)

Means the ground level as at the date of transfer to the original purchaser. Preliminary surveyed contours of each site will be provided with each site diagram and will serve as a guide only. Each site is to be surveyed in detail prior to commencement of earth works. A detailed survey by a registered land surveyor is to be attached to the building plans submission to the ARC and the natural ground levels on this survey will serve as the base information for measuring the height above the natural ground level

Overlooking Features

Refer to features (excluding ground floor areas) allowing views over the adjoining residential properties. This includes balconies and terraces

Site Diagrams

The diagram of any specific individual site describing the site boundaries and any other restrictions imposed on the site

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Roof Terrace

A habitable open area of flat roof over a portion of a storey of a building, resulting from the setting back of a portion of the building above such a storey.

Veranda

Projecting floor area or a covered area outside and immediately adjoining a building at ground floor level. The veranda encompasses the floor area, the roof covering it, as well as any low walls or railings enclosing it.

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2 URBAN DESIGN CONTROLS

2.1 Introduction

The Urban Design Controls deal with the interrelation of building forms, as well the relationship between building forms and their surrounds

Building envelopes are controlled through several measures: the fragmentation of the plan form, vertical setbacks, major and minor building element proportions, garage proportions, roof form and building heights.

Fragmentation of building forms is employed to minimise the visual impact of the development as a whole and to ensure the protection of views from neighbouring sites. Similarly, building elements are to step down with the natural slope to ensure a minimal visual impact.

Major plan forms refer to the main enclosed habitable areas. Minor plan forms refer to secondary elements that link or are attached to major plan forms, namely linking elements and pop-outs. Garages are treated as a third building type, although they can be included within the envelope of major plan forms.

2.2 Fragmentation of built form

Residences are to be composed of a combination of rectangular major and rectangular minor plan forms.

Major plan forms should be arranged to create wind protected areas, where possible. These elements can be linked by minor elements. The major plan forms are to be placed parallel or perpendicular to a front or side boundary of the erf.

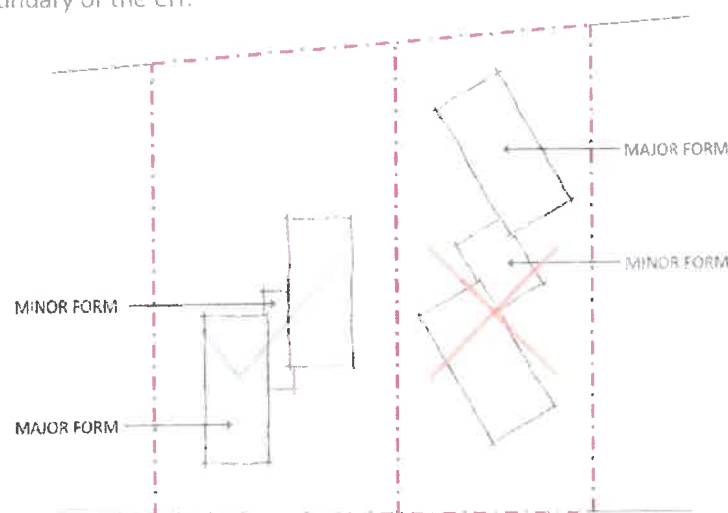


Fig 2.2.1 A Diagrammatic Representation of Acceptable Building Arrangements

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Roof shape shall reflect plan form. Neither the roofs over major forms, nor the eaves lines of major forms shall be stepped.



Fig 2.2.2 A Diagrammatic Representation of Acceptable Roof Treatment on a Sloped Site

Minor plan forms are to be roofed with lean-to or flat roofs and are to be parallel or perpendicular to the major plan forms.

Fragmentation of building forms is employed to minimise the visual impact of the development and to ensure the protection of views from surrounding sites.

2.3 Coverage

Definition of coverage as per local authority regulations.

The maximum permissible coverage for the estate is 60%.

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2.4 Residential Precincts

Longlands Estate is divided into three residential precincts; each of which is subject to a different set of urban design guidelines relating to setbacks, building form, building heights and interfaces. The guidelines consider varying characteristics of the site in terms of slope, size, and layout within each precinct.

The Longlands Estate residential development has been divided into a Western Precinct, a Central Precinct and an Eastern Precinct as shown in the diagram below.

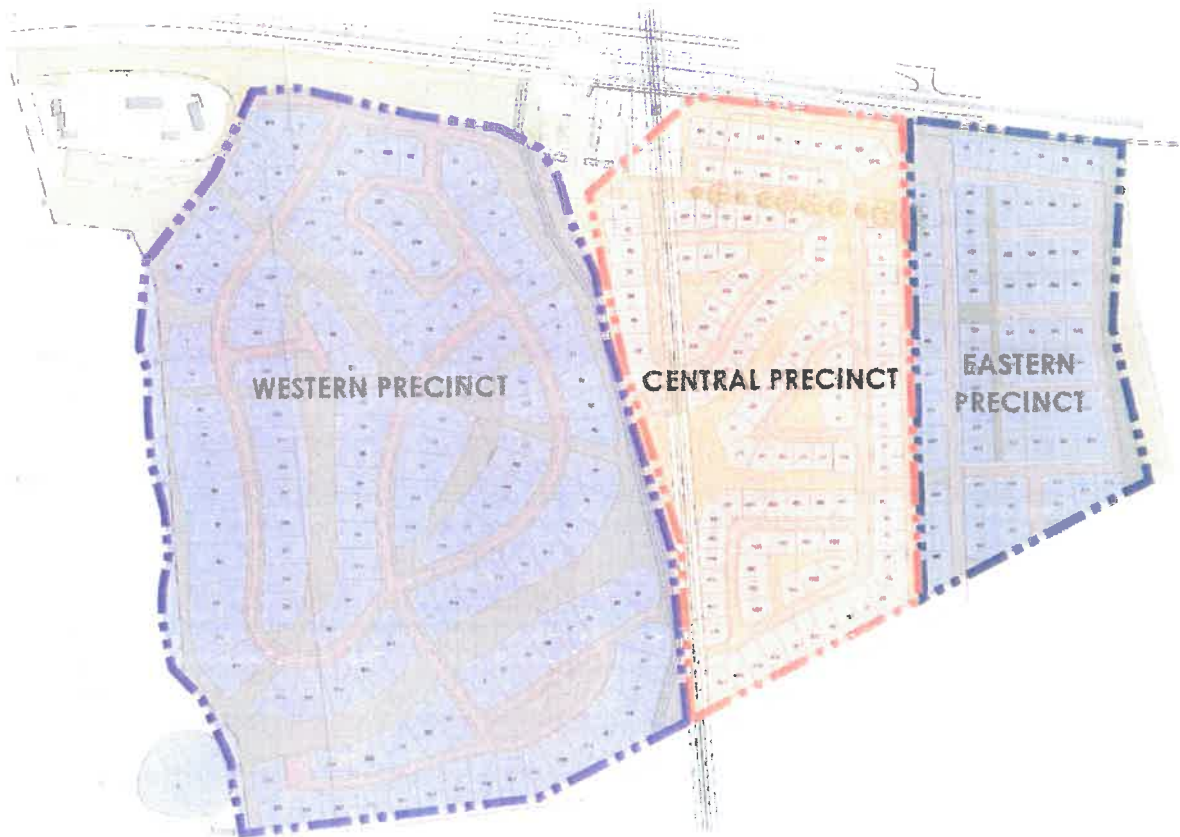


Fig 2.4.1 A Diagrammatic Representation of the Longlands Estate Developments

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WESTERN PRECINCT

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2.5 WESTERN PRECINCT

2.5.1 Building element proportions

Major Forms:

Major building forms are to be rectilinear with a maximum width of 6.0m and minimum width of 5.0m. The built form must have a proportion of at least 1:2 (width: length). The maximum length of a major building form is 20m.

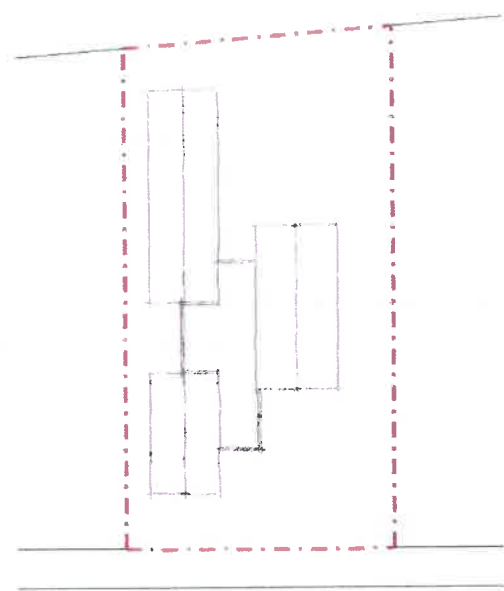


Fig. 2.5.1a. Acceptable Major Building Form Proportions in the Western Precinct

Minor Forms:

1. Linking Elements:

The length of a linking element must be a maximum of two-thirds the length of the major building form directly adjacent to it. Linking elements must be longer than they are wide. Where minor forms create a link between major forms, the maximum allowable width is 5.5m. The maximum permissible length between major forms is 10 m.

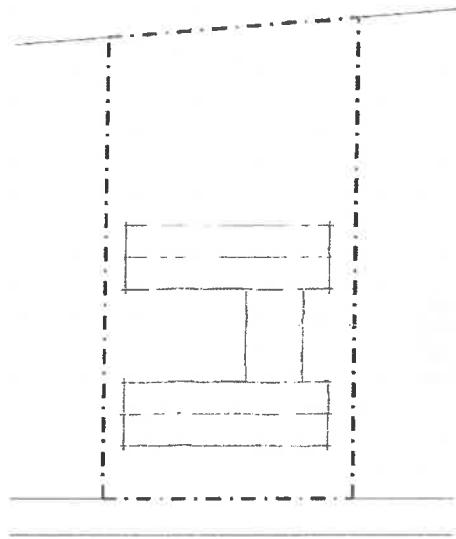


Fig. 2.5.1b. Acceptable Linking Element Proportions in the Western Precinct

II. Pop-Outs:

Two types of pop-outs are allowed, and different footprint restrictions apply to each. Those that conform to eaves restrictions are allowed a maximum footprint of 12m^2 . Those that do not conform are allowed a maximum footprint of 5m^2 . Pop-outs must be longer than they are wide, and be set back at least 1.5m from the façade of the adjacent built form. (See Fig. 2.5.1c)

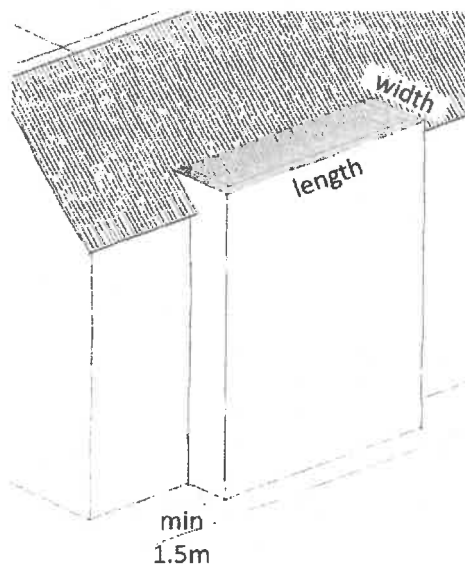


Fig. 2.5.1c. Acceptable Pop-Out Form Proportions in the Western Precinct

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Garages:

The incorporation of garages into major forms is encouraged. If the garage is accessed directly from the street (with no 90 degree turn) and the garage is included in a double storey major form, a pergola needs to be incorporated as a carport within the 5m setback (see diagram 2.5.2c).

Where garages are not incorporated into a major form, they should be connected to a major form by a linking element. The garage should form an integral part of the overall building design.

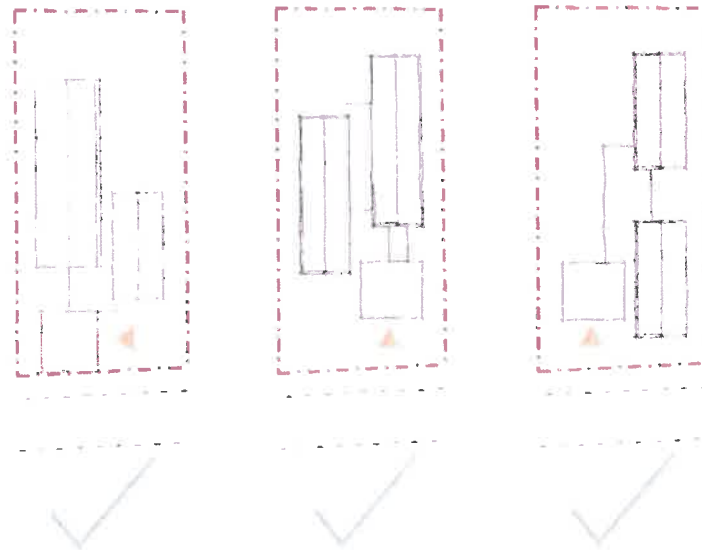


Fig. 2.5.1d. A Diagrammatic Representation of Permissible Garage Treatments (left – garage turned 90 deg. to street; centre - garage extends past major form; right - garage set back from major form)

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2.5.2 Building Setbacks

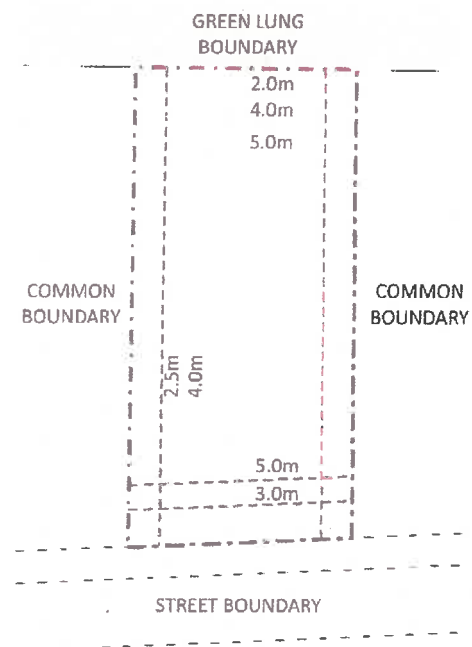


Fig 2.5.2a A Diagrammatic Representation of the West Precinct Building Setbacks

Common boundaries:

- A 2.5m building line applies.
- Setback reduced to 2m where pop-outs occur.
- A 4m setback applies where overlooking features occur.

Street boundaries:

- A 3m building line applies.

Garages:

- If a garage is not accessed directly from the street (i.e. not facing the street), but at 90°, then a 0m building line applies to the garage.
- For garages accessed directly off the street (i.e. facing the street), a 5m building line applies.

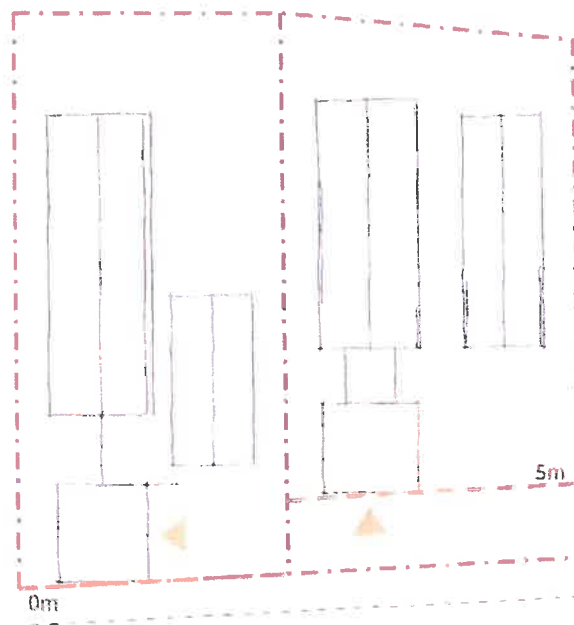


Fig 2.5.2b: A Diagrammatic Representation of the Setbacks Applicable to Various Garage Treatments

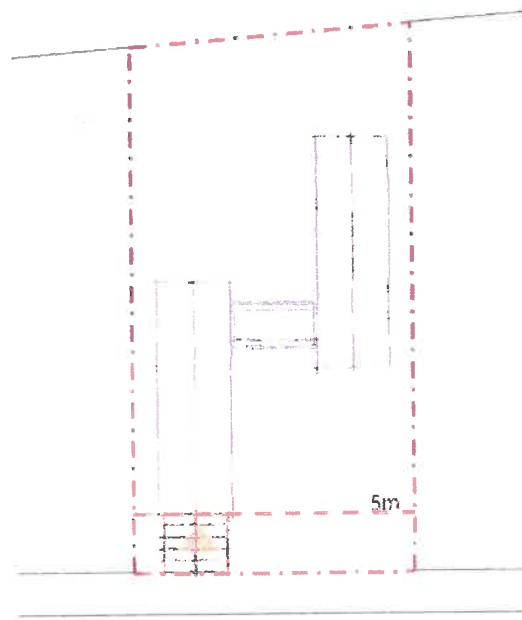


Fig 2.5.2c: A Diagrammatic Representation of a pergola (to be included within the setback), if garage is accessed directly from the street, and forms part of a major form

Green lung-facing boundaries:

- A 4m building line applies.
- Setback reduced to 2m for minor forms (Pop-outs and linking elements)

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- A 5m setback applies where overlooking features occur.
- No yards are permitted adjacent to the green lungs.

2.5.3 Roof Form

Major plan forms are to be roofed individually and can be linked with flat roofs or other connecting elements such as light, glazed structures. *(Note: all pitched roofs are to be of the same material, colour, and pitch).*

Major roof forms:

- Symmetrical double pitched roofs with a pitch of 35°, 40° or 45° are allowed.
- Mono-pitched roofs with a pitch of 7.5°- 12.5° are allowed. All mono-pitches on the erf should be identical in pitch and direction of fall.
- Single storey flat-roofed major forms are allowed, provided that a minimum of 30% of the roof is planted, and that planting is concentrated around the perimeter of the roof.

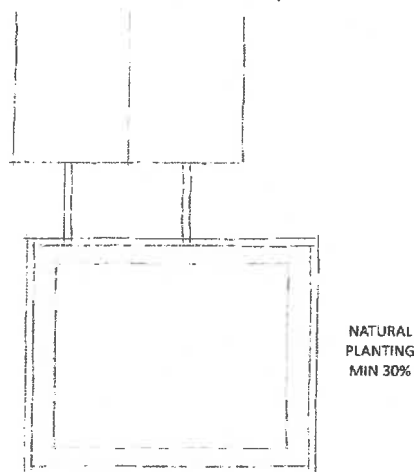


Fig. 2.5.3a. A Diagrammatic Representation of Permissible Flat Roof Treatment

Minor roof forms:

- Lean-to's to be at a pitch between 5 and 10°.
- Flat roofs (Refer to ANNEXURE 2: Exterior Finishes Specifications, 1.2 Flat Roofs). Note that where the roof is accessible, a minimum of 30% of the roof must be planted, and that planting must be concentrated around the perimeter of the roof.

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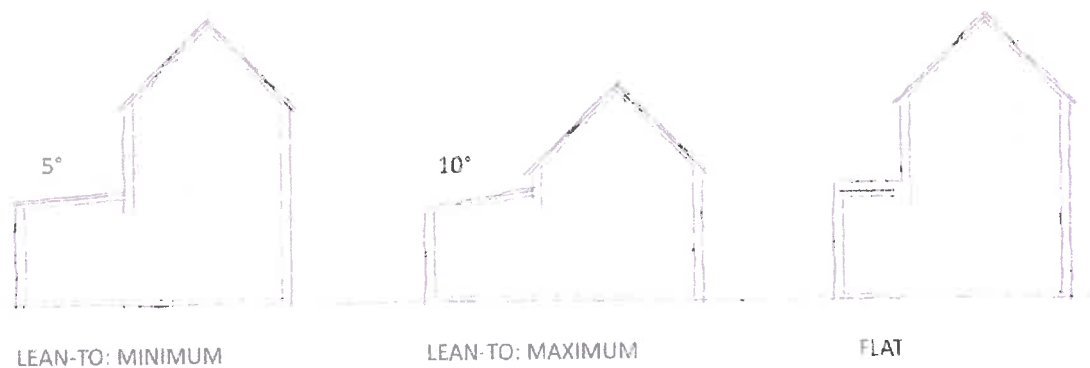


Fig. 2.5 3b. A Diagrammatic Representation of Permissible Minor Form Roofs

2.5.4 Building Height Restrictions

This section includes the number of storeys permitted and the maximum height of roofs. Terracing or berming of the ground level should be used to minimise visual impact of vertical retaining.

Maximum roof height is based on a maximum height above ground floor FFL. This height restriction applies to all roof elements including parapet walls, etc.

Chimneys, cowls, and flues are the only elements that may exceed the maximum height. Placement of these elements will be subject to approval from the ARC. Refer to Annexure 2: External Finishes Specifications.

Permissible maximum building heights:

	Single storey	Double storey
DOUBLE PITCH MAJOR FORM	6.5m	8.5m
MONO PITCH MAJOR FORM	6.0m	8m
FLAT ROOF MAJOR FORM	4.5m	4.5m
LINKING ELEMENT	4.0m	4.0m
POP-OUTS	4.0m	6.5m
GARAGE	4.5m	4.5m

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Height of all minor forms to be minimum of 350mm below eaves level of major form adjacent to the minor form. Where a minor form is adjacent to a flat-roofed major form, the minor form must be a minimum of 500mm below the parapet level of the major form. Only pop-outs as defined in section 2.5.2 *Building Setbacks: Common Boundaries*, will be exempt from this restriction. (See Fig. 2.5.1.c) Pop-outs that do not conform to eaves restrictions can not be adjacent to a flat-roofed major form.

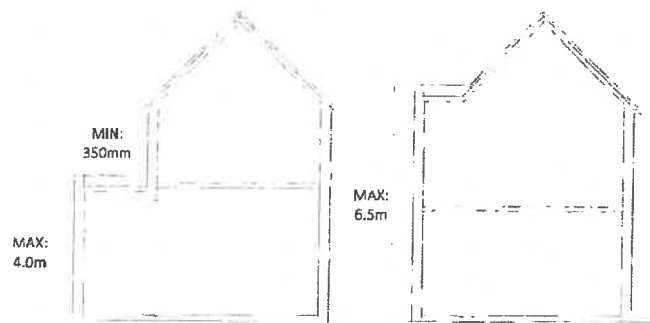


Fig. 2.5.4a A Diagrammatic Representation of Building Height Restrictions Placed on Minor Forms

Finished ground level FGL (interior and exterior) not to exceed 900mm above or below natural ground level (NGL).

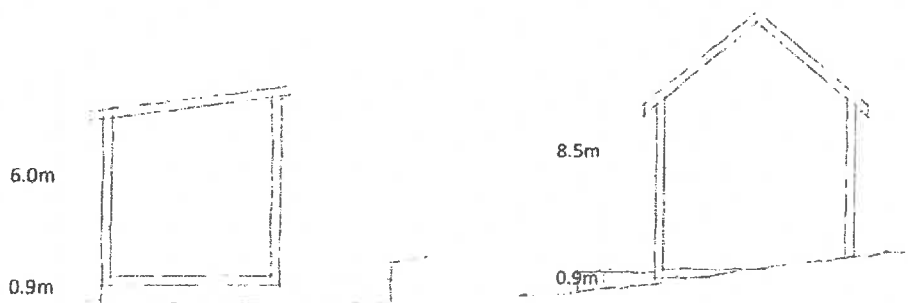


Fig. 2.5.4b. A Diagrammatic Representation of Maximum Permissible Building Heights

2.5.5 Site Levels and Terracing

Garden terracing height restriction is specified according to maximum height above natural ground level (NGL).

A maximum terrace height of 1,2m above NGL will be allowed.

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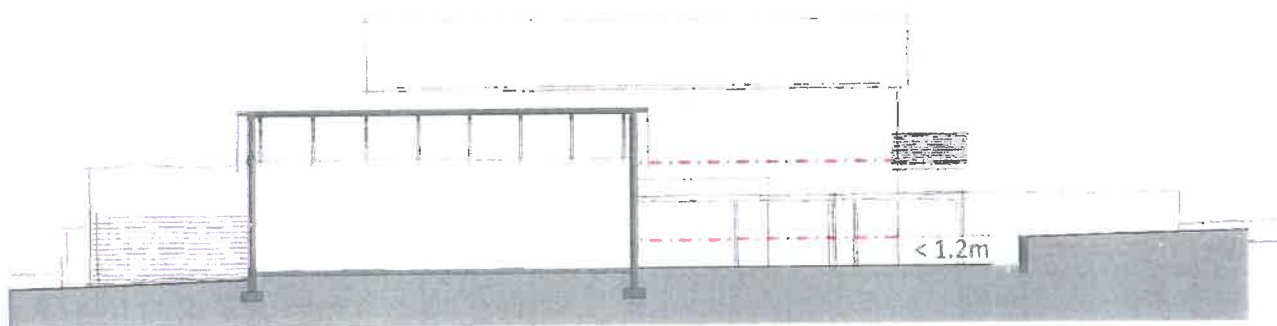


Fig 2.5.5a A Diagrammatic section of maximum terrace height above NGL

Each retaining structure needs to be set back by a distance of at least three times the height of the terrace step, before the next step in the level of the terrace. (See Fig 2.5.5b)

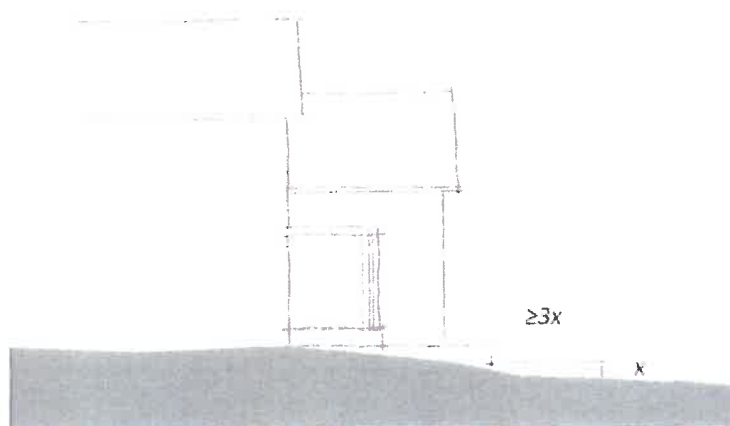


Fig 2.5.5b A Diagrammatic representation of the relationship between terrace height and width

2.5.6 Interface Controls

This section of the document controls the nature and permeability of the interface between adjacent building forms, between neighbouring erven, and between individual erven and the adjacent green lungs or street.

Interfaces with the street and the green belt should encourage views and connections to enhance the public realm, creating a positive neighbourhood feel.

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Adjacent Building Forms:

- The facades of two adjacent building forms should not be flush.
- Where two forms are connected, there should be a minimum step of 1.5m between their facades.

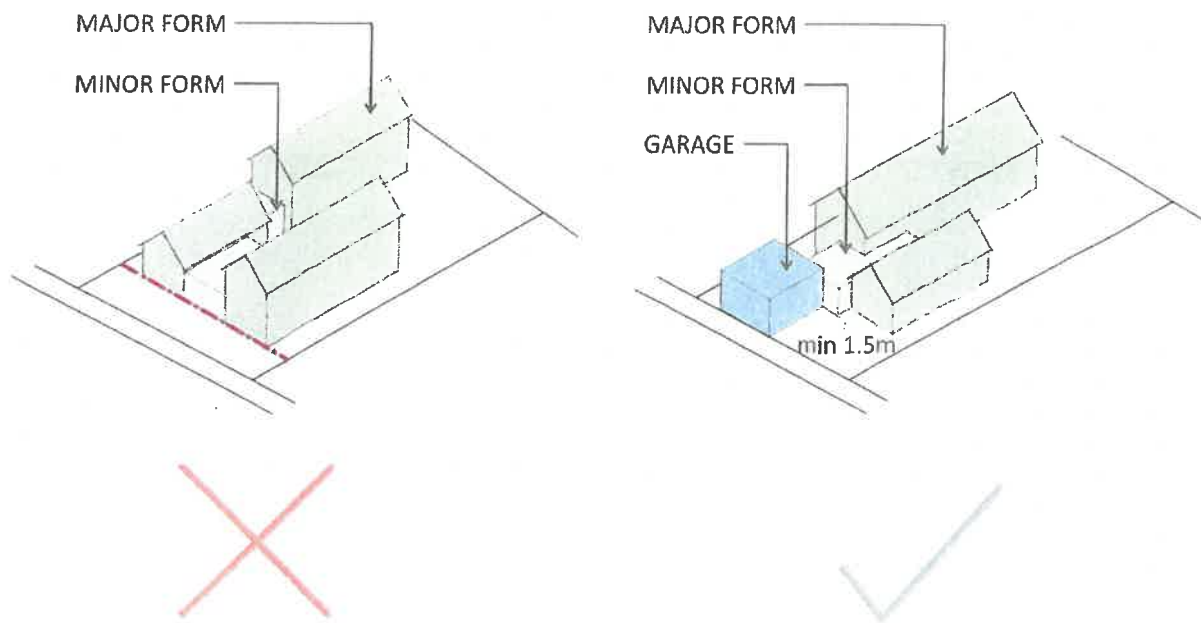


Fig. 2.5.6a. A Diagrammatic Representation of the Relationship Between Adjacent Building Forms

Levels and heights:

- The finished ground level (FGL) to be maximum of 900mm above NGL at the site boundary. All earthworks (including foundations) to be restricted to erf boundary line.

Street boundaries:

- Low walls with a maximum height of 1m from NGL are permitted on the 0m building line and within the street setback
- All boundary walls (1.5m or 1.8m) to be set back a min of 4m from street boundary and must be set back beyond major building forms. No continuous street boundary treatment permitted.

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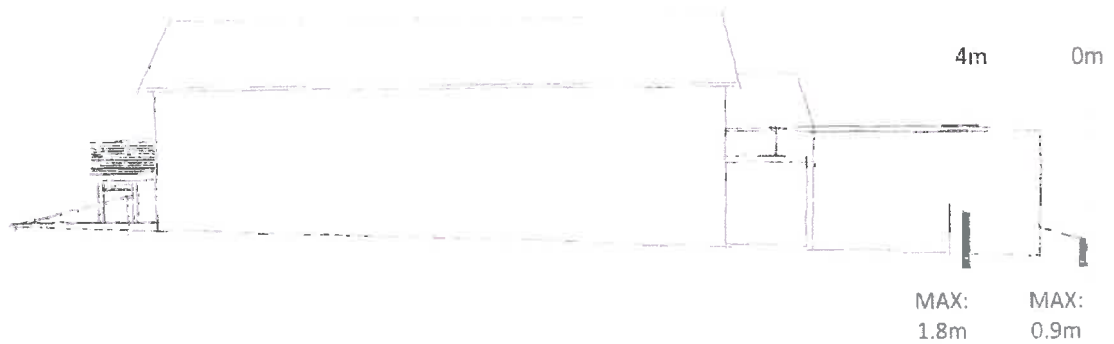


Fig. 2.5.6b A Diagrammatic Representation of Permissible Location and Height of Street Boundary Walls

Shared boundaries:

- All shared boundary walls within the street and green lung setbacks to be max 1m above NGL.
- Remainder of boundary walls max 1.8m from FFL and max 2.2m from NGL.
- Top of walls to be horizontal, therefore walls cannot be parallel to slope.

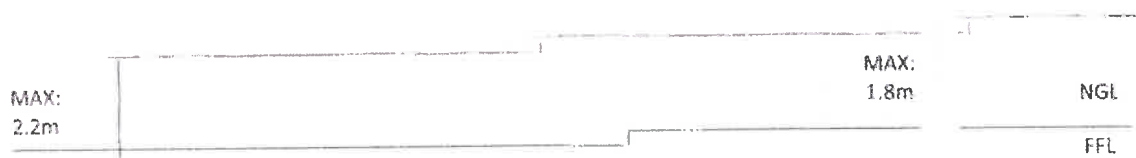


Fig. 2.5.6c. A Diagrammatic Representation of Permissible Shared Boundary Wall Treatment

Green lung boundaries:

Primary and secondary green lungs have been identified (see figure 2.5.6d)

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2.5.6d. Diagram Showing Location and Classification of Green Belts.

- Owners are encouraged to have limited or no boundary treatment (visually permeable screen or solid wall) on the green lungs to encourage the integration of the green spaces and gardens (see Fig. 2.5.6e)

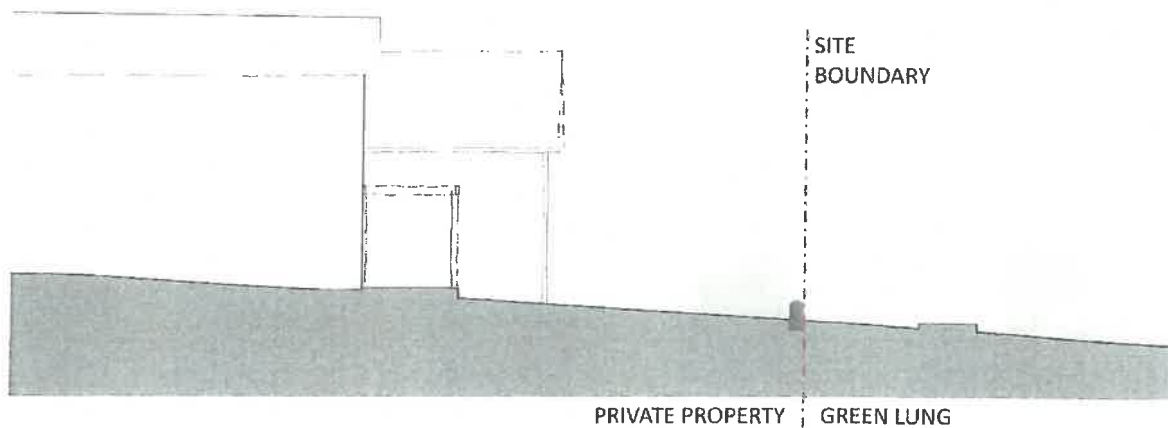


Fig. 2.5.6e. Diagram Showing Desired Relationship Between Green Lungs and Gardens.

- Direct access from erven onto the green lungs via a gate or open access is encouraged.
- The maximum permissible height of the boundary treatment on the 0m building line is 1m from NGL. (See boundary walls and fences section 3.9 Boundary walls, fences & retaining walls)

- A visually permeable boundary treatment, with a maximum height of 1.50m above NGL, is allowed if it is set back 5m from the boundary OR beyond the major building form adjacent. Whichever is more restrictive.
- The maximum permissible length of 1,50m high boundary treatment is 40% of the length of the site boundary.
- The placement of building components in lieu of boundary treatment (walls/ fences) to create enclosed, private garden spaces is encouraged.
- Landscaping can also be used to create privacy where required.

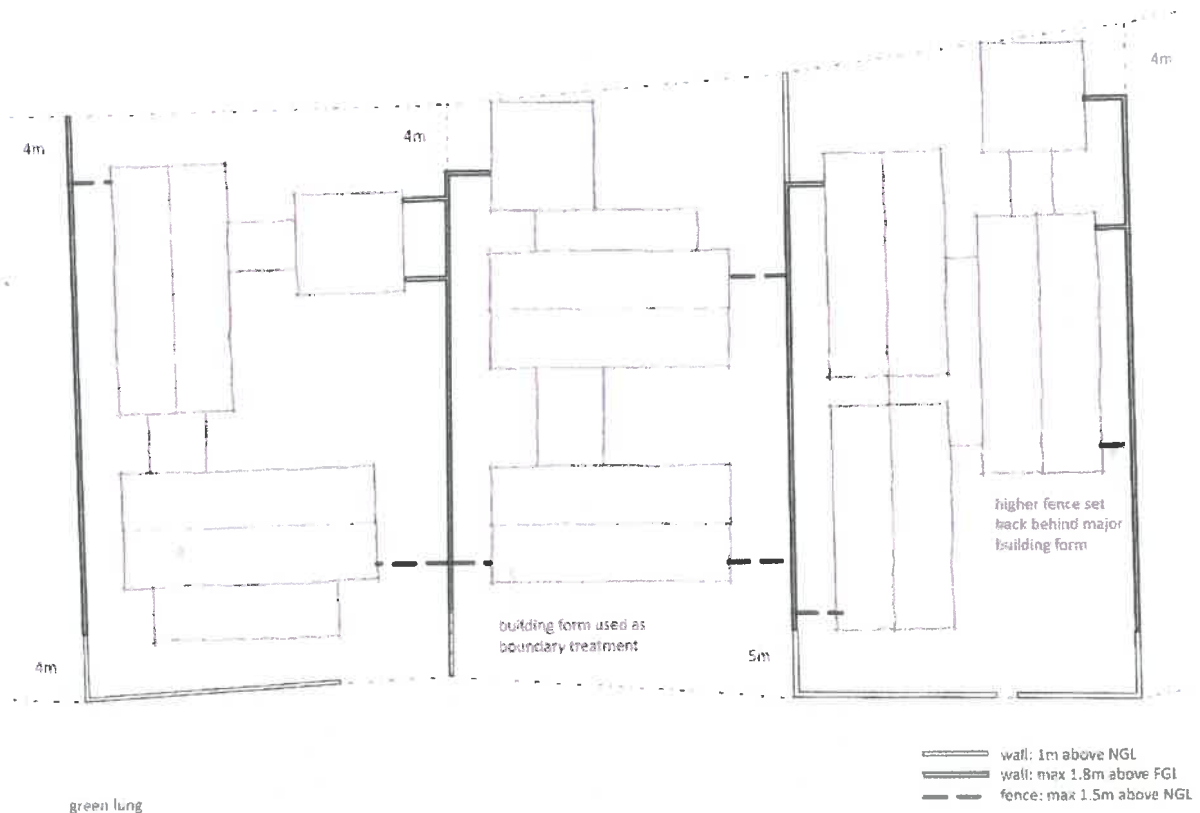


Fig. 2.5.6f Diagrammatic Representation of the Treatment of Green Lung Boundaries

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2.6 CENTRAL PRECINCT

2.6.1 Building element proportions

Major Forms:

Major building forms are to be rectilinear with a maximum width of 6m and minimum width of 5m. The built form must have a proportion of at least 1:2. (width: length)

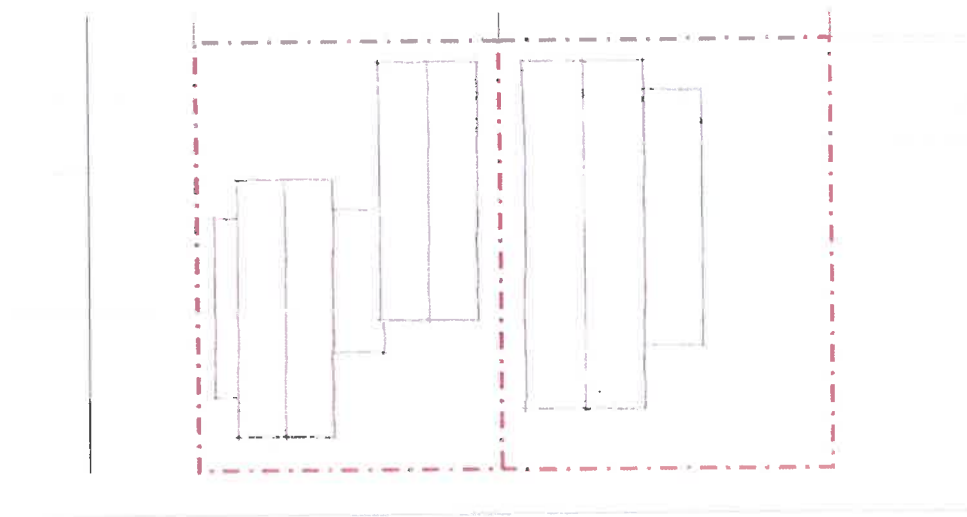


Fig. 2.6.1a. Acceptable Major Building Form Proportions in the Central Precinct

Minor Forms:

III Linking Elements:

The length of a linking element must be a maximum of two-thirds the length of the major building form directly adjacent to it. Linking elements must be longer than they are wide.

IV Pop-Outs:

Two types of pop-outs are allowed, and different footprint restrictions apply to each. Those that conform to eaves restrictions are allowed a maximum footprint of 12m². Those that do not conform are allowed a maximum footprint of 5m². Pop-outs must be longer than they are wide, and be set back at least 1.5m from the façade of the adjacent built form. (See Fig 2.6.1b)

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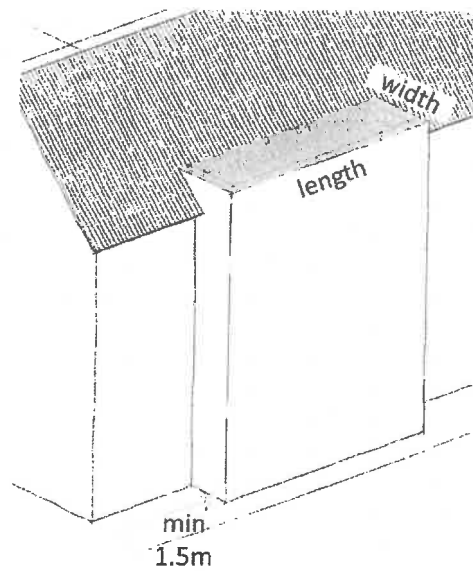


Fig. 2.6.1b. Acceptable Pop-Out Form Proportions in the Central Precinct

Garages:

Garages can either be designed as a separate flat roof building form or integrated into the major form of the building. Garages in the gable end of a major form, facing the street, are not encouraged. Acceptable configurations as per diagrams below.

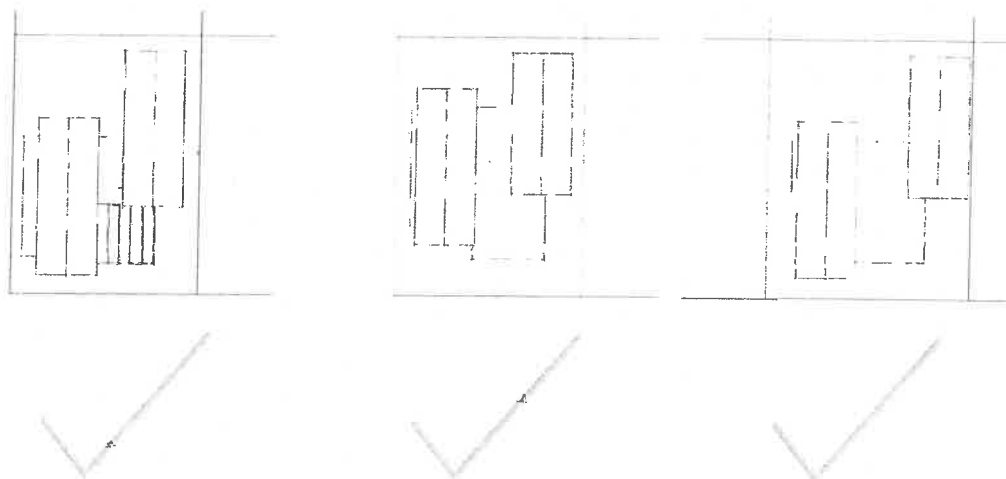


Fig. 2.6.1c. A Diagrammatic Representation of Permissible Garage Treatments (left - pergola, no enclosed garage; centre - garage extends past major form; right - garage set back from major form)

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2.6.2 Building Setbacks

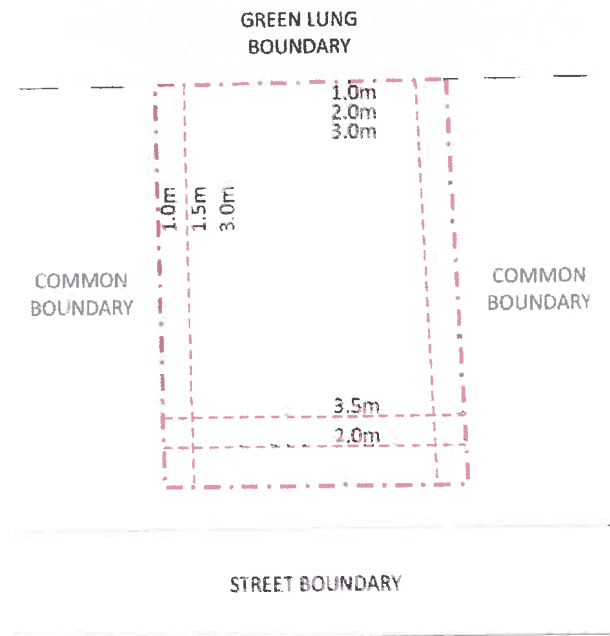


Fig 2.6.2a A Diagrammatic Representation of the Central Precinct Building Setbacks

Common boundaries:

- A 1.5m building line applies.
- Setback reduced to 1m where pop-outs occur.
- A 3m setback applies where overlooking features occur.

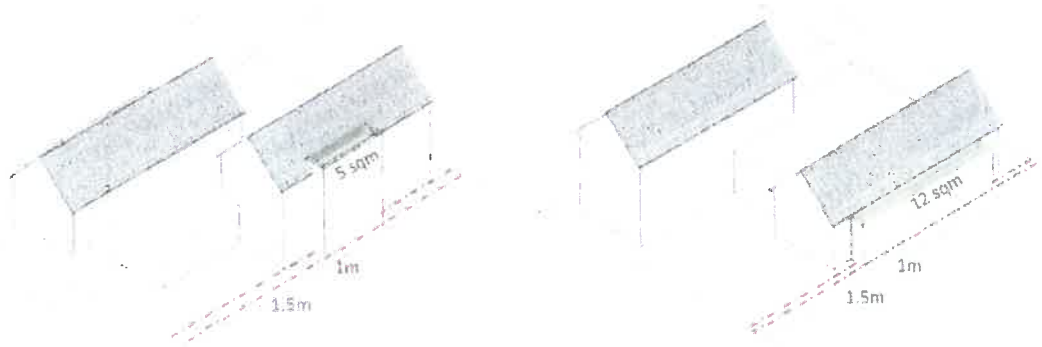


Fig. 2.6.2 b Common Boundary Setbacks and Pop-Out Restrictions

Street boundaries:

- A 2m building line applies.

Garages:

- For garages accessed directly off the street (i.e. facing the street), a 3.5m building line applies

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Green lung-facing boundaries:

- A 2m building line applies.
- Setback reduced to 1m for minor forms. (Pop-outs and linking elements)
- A 3m setback applies where overlooking features occur.
- No yards are permitted adjacent to the green lungs.

2.6.3 Roof Form

Major plan forms are to be roofed individually and can be linked with flat roofs or other connecting elements such as light, glazed structures. *(Note: all pitched roofs are to be of the same material, colour, and pitch).*

Major roof forms:

- Symmetrical double pitched roofs with a pitch of 35°, 40° or 45° are allowed.
- Mono-pitched roofs with a pitch of 7.5°- 12.5° are allowed. All mono-pitches on the erf should be identical in pitch and direction of fall.
- Single storey flat-roofed major forms are allowed, provided that a minimum of 30% of the roof is planted, and that planting is concentrated around the perimeter of the roof.

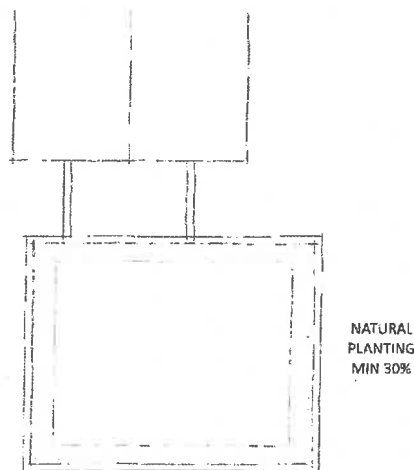


Fig. 2.6.3a. A Diagrammatic Representation of Permissible Flat Roof Treatment

- Hipped roofs are not encouraged within the estate. They will only be allowed at the discretion of the ARC.
- The "hip" is only permissible along the street edge
- Hipped roofs, where allowed, must have a uniform ridge height and a pitch of 35°, 40° or 45°. The major form below the roof should have a consistent width. (See Fig. 2.6.3b)

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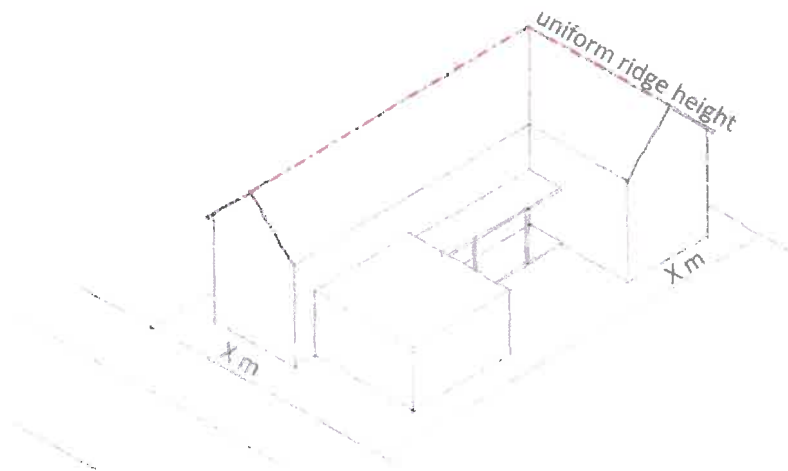


Fig. 2.6.3b. Restrictions to the Use of Hipped Roofs

Minor roof forms:

- Lean-to's to be at a pitch between 5 and 10°.
- Flat roofs (Refer to ANNEXURE 2: Exterior Finishes Specifications, 1.2 Flat Roofs). Note that where the roof is accessible, a minimum of 30% of the roof must be planted, and the planting must be concentrated around the perimeter of the roof.



Fig. 2.6.3c. A Diagrammatic Representation of Permissible Minor Form Roof

2.6.4 Building Height Restrictions

This section includes the number of storeys permitted and the maximum height of roofs. Terracing or berming of the ground level should be used to minimise visual impact of vertical retaining.

Maximum roof height is based on a maximum height above ground floor FFL. This height restriction applies to all roof elements including parapet walls, etc.

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Chimneys, cowls, and flues are the only elements that may exceed the maximum height. Placement of these elements will be subject to approval from the ARC. Refer to Annexure 2: External Finishes Specifications.

Permissible maximum building heights:

	Single storey	Double storey
DOUBLE PITCH MAJOR FORM	6.0m	8.5m
MONO PITCH MAJOR FORM	6.0m	8m
FLAT ROOF MAJOR FORM	4.5m	-
LINKING ELEMENT	4.0m	-
POP-OUTS	4.0m	6.5m
GARAGE	4.5m	-

Height of all minor forms to be minimum of 350mm below eaves level of major form adjacent to the minor form. Where a minor form is adjacent to a flat-roofed major form, the minor form must be a minimum of 500mm below the parapet level of the major form. Only pop-outs as defined in section 2.6.2 *Building Setbacks: Common Boundaries*, will be exempt from this restriction. (See Fig. 2.6.1.b) Pop-outs that do not conform to eaves restrictions can not be adjacent to a flat-roofed major form.

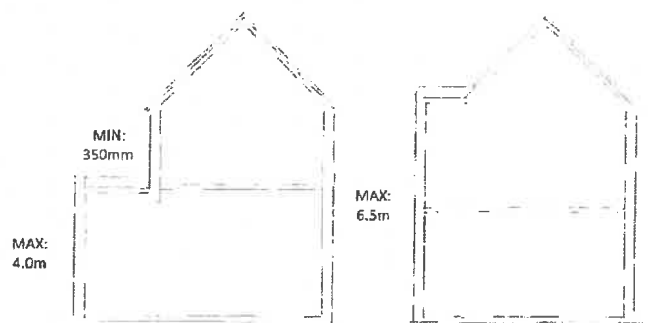


Fig. 2.6.4a A Diagrammatic Representation of Building Height Restrictions Placed on Minor Forms

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Finished ground level FGL (interior and exterior) not to exceed 900mm above or below natural ground level (NGL).

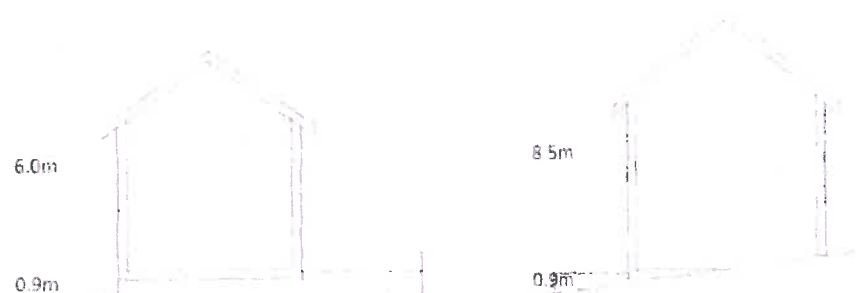


Fig. 2.6.4b. A Diagrammatic Representation of Maximum Permissible Building Heights

2.6.5 Site Levels and Terracing

Garden terracing height restriction is specified according to maximum height above natural ground level (NGL).

A maximum terrace height of 900mm above NGL will be allowed

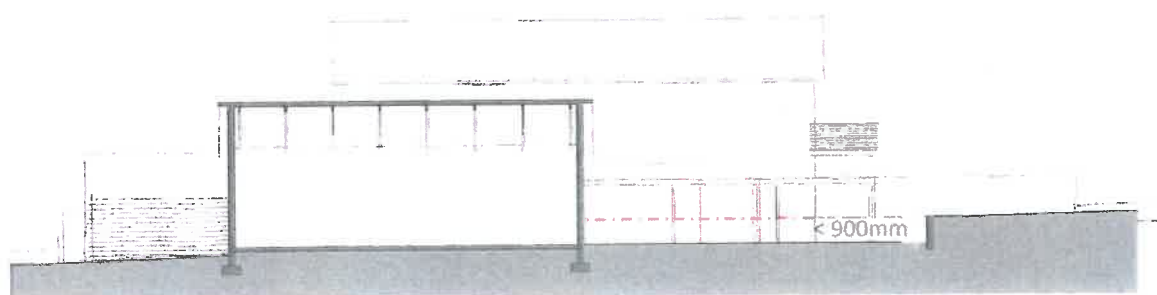


Fig 2.6.5a A Diagrammatic section of maximum terrace height above NGL

Each retaining structure needs to be set back by a distance of at least three times the height of the terrace step, before the next step in the level of the terrace. (See Fig 2.6.5b)

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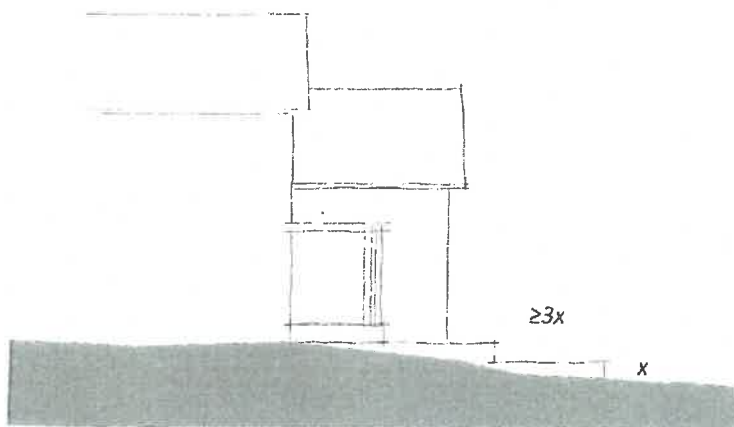


Fig 2.6.5b A Diagrammatic representation of the relationship between terrace height and width

2.6.6 Interface Controls

This section of the document controls the nature and permeability of the interface between adjacent building forms, between neighbouring erven, and between individual erven and the adjacent green lungs or street.

Interfaces with the street and the greenbelt should encourage views and connections to enhance the public realm, creating a positive neighbourhood feel.

Adjacent Building Forms:

- The facades of two adjacent building forms should not be flush.
- Where two forms are connected, there should be a minimum step of 1.5m between their facades.

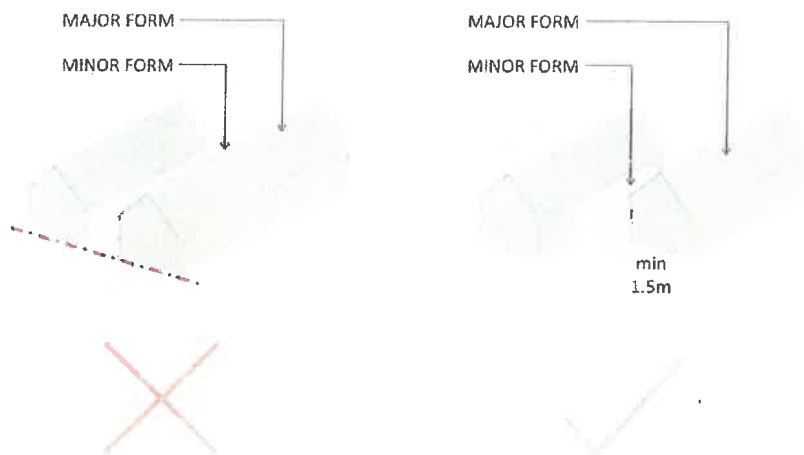


Fig. 2.6.6a. A Diagrammatic Representation of the Relationship Between Adjacent Building Forms

Levels and heights:

- The finished ground level (FGL) to be maximum of 900mm above NGL at the site boundary. All earthworks (including foundations) to be restricted to erf boundary line.

Street boundaries:

- Low walls with a maximum height of 1m from NGL are permitted on the 0m building line and within the street setback
- All boundary walls (1.5m or 1.8m) to be set back a min of 4m from street boundary and must be set back beyond major building forms. No continuous street boundary treatment permitted.

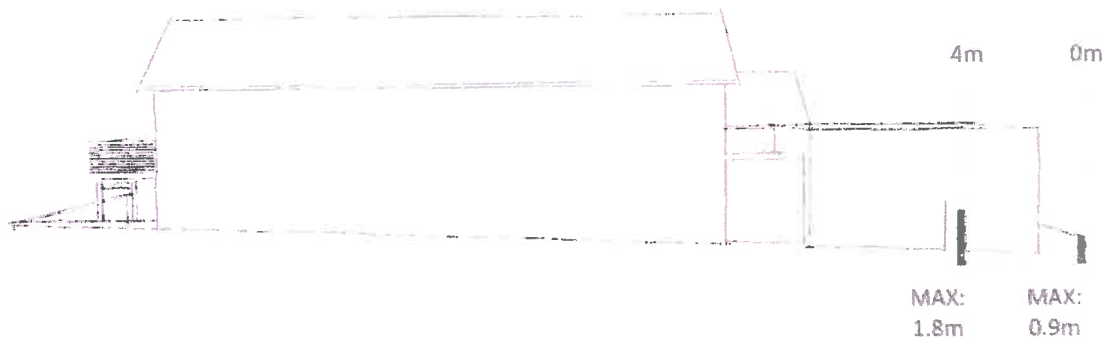


Fig. 2.6.6b. A Diagrammatic Representation of Permissible Location and Height of Street Boundary Walls

Shared boundaries:

- All shared boundary walls within the street and green lung setbacks to be max 1m above NGL

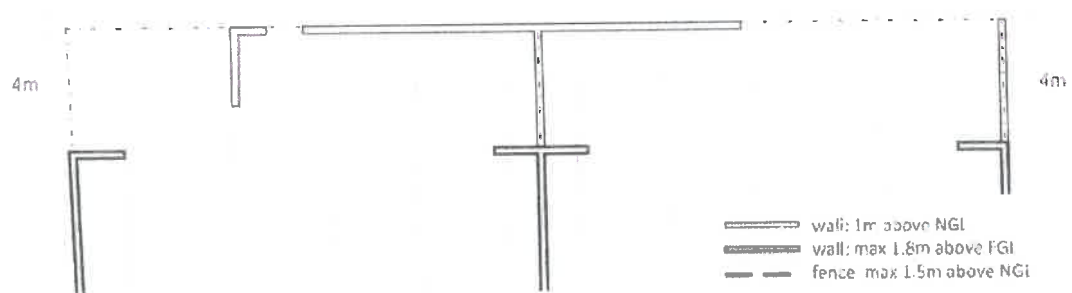


Fig. 2.6.6c. A Diagrammatic Representation of Permissible Shared Boundary Wall Treatment within Street Setback

- Remainder of boundary walls max 1.8m from FFL and max 2.2m from NGL

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- Top of walls to be horizontal, therefore walls cannot be parallel to slope.



Fig. 2.6.6d. A Diagrammatic Representation of Permissible Shared Boundary Wall Treatment

Green lung boundaries:

Primary and secondary green lungs have been identified (see figure 2.6.6e).



2.6.6e. Diagram Showing Location and Classification of Green Belts

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- Owners are encouraged to have limited or no boundary treatment (visually permeable screen or solid wall) on the green lungs to encourage the integration of the green spaces and gardens (see Fig. 2.6.6f)

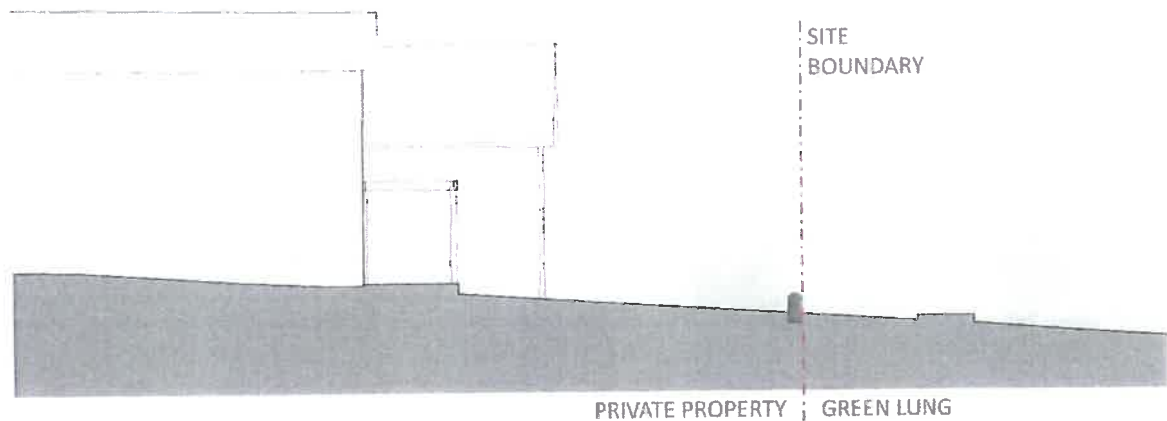


Fig. 2.6.6f. Diagram Showing Desired Relationship Between Green Lungs and Gardens.

- Direct access from erven onto the green lungs via a gate or open access is encouraged.
- The maximum permissible height of the boundary treatment on the 0m building line is 1m from NGL (See boundary walls and fences section 3.9 Boundary walls, fences & retaining walls)
- A visually permeable boundary treatment, with a maximum height of 1.50m above NGL, is allowed if it is set back 3m from the boundary OR beyond the major building form adjacent. Whichever is more restrictive.
- The maximum permissible length of 1,50m high boundary treatment is 40% of the length of the site boundary.
- The placement of building components in lieu of boundary treatment (walls/ fences) to create enclosed, private garden spaces is encouraged.
- Landscaping can also be used to create privacy where required.

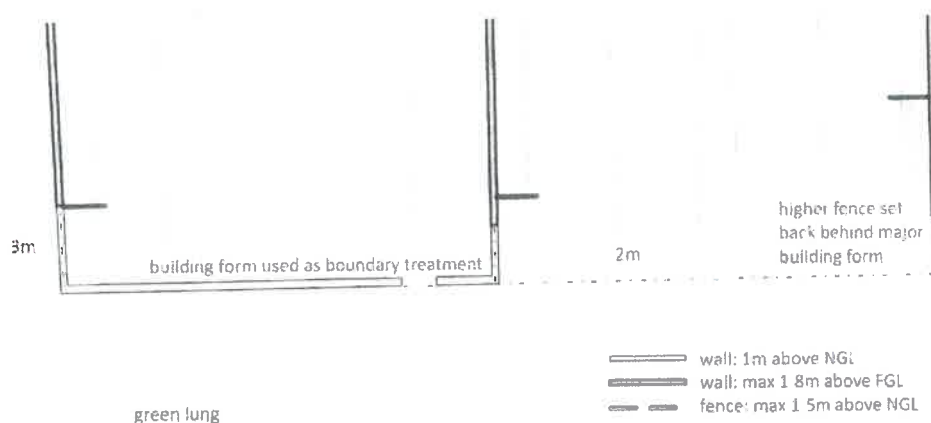
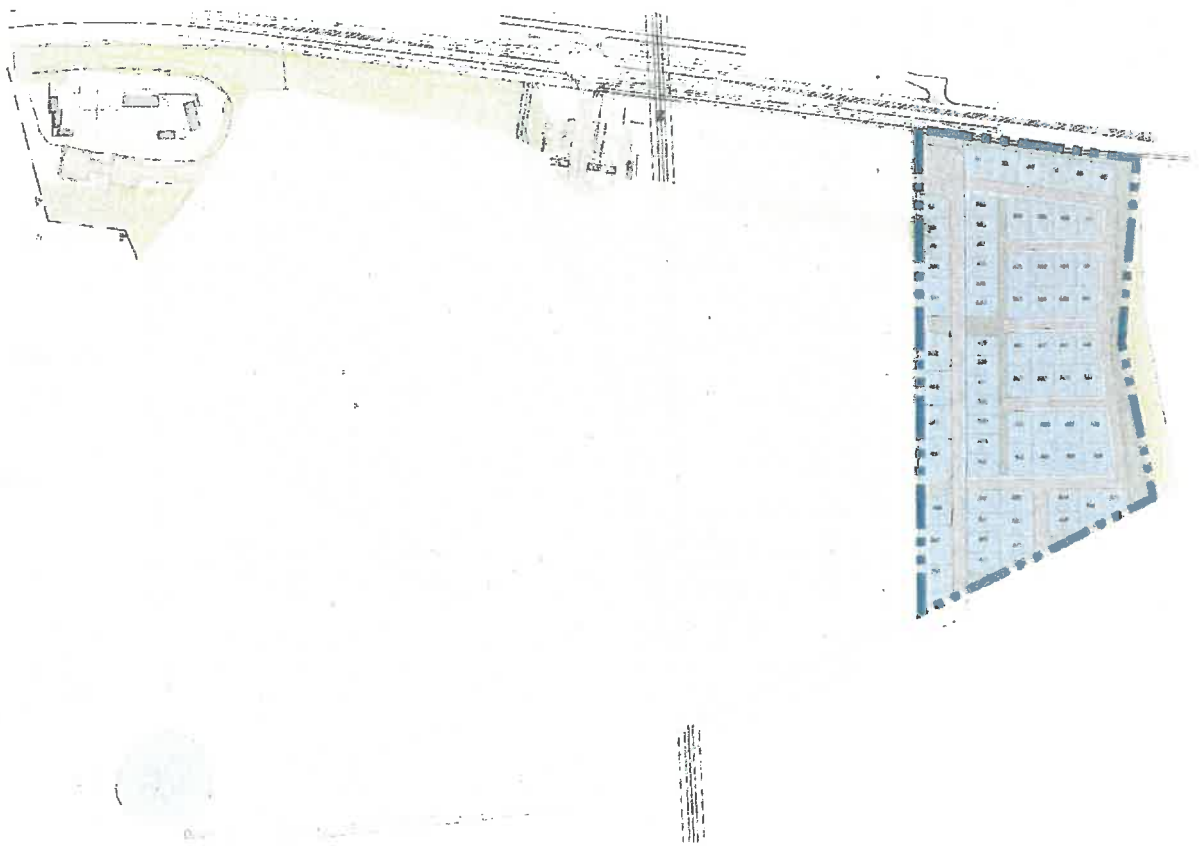


Fig. 2.6.6g. Diagrammatic Representation of the Treatment of Green Lung Boundaries

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EASTERN PRECINCT

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2.7 EASTERN PRECINCT

2.7.1 Building element proportions

Major Forms:

Major building forms are to be rectilinear with a maximum width of 6m and minimum width of 5m. The built form must have a proportion of at least 1:2. (width: length)

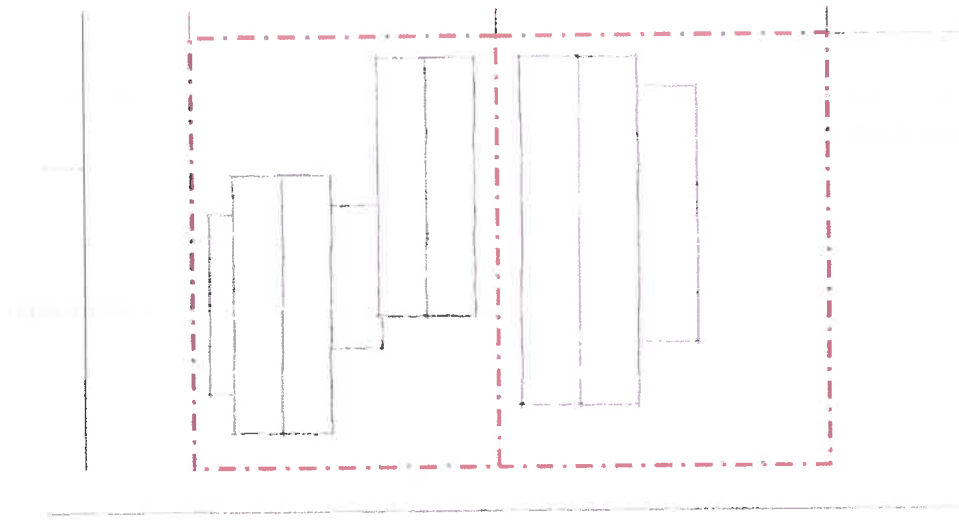


Fig. 2.7.1a. Acceptable Major Building Form Proportions in the East Precinct

Minor Forms:

V. Linking Elements:

The length of a linking element must be a maximum of two-thirds the length of the major building form directly adjacent to it. Linking elements must be longer than they are wide.

VI Pop-Outs:

Two types of pop-outs are allowed, and different footprint restrictions apply to each. Those that conform to eaves restrictions are allowed a maximum footprint of 12m². Those that do not conform are allowed a maximum footprint of 5m². Pop-outs must be longer than they are wide, and be set back at least 1,5m from the façade of the adjacent built form. (See Fig. 2.7.1b)

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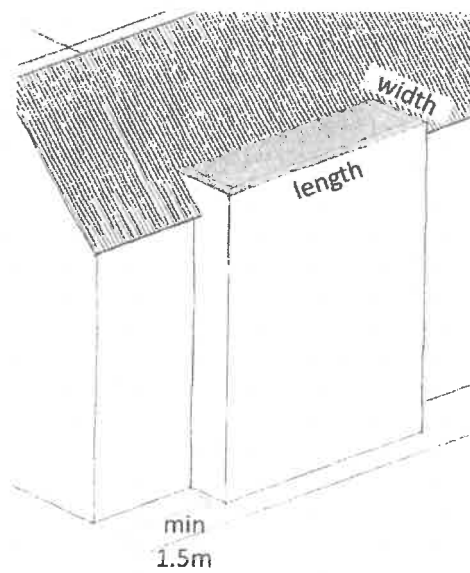


Fig. 2.7.1b. Acceptable Pop-Out Form Proportions in the East Precinct

Garages:

Garages can either be designed as a separate flat roof building form or integrated into the major form of the building. Garages in the gable end of a major form, facing the street, are not encouraged. Acceptable configurations as per diagrams below.

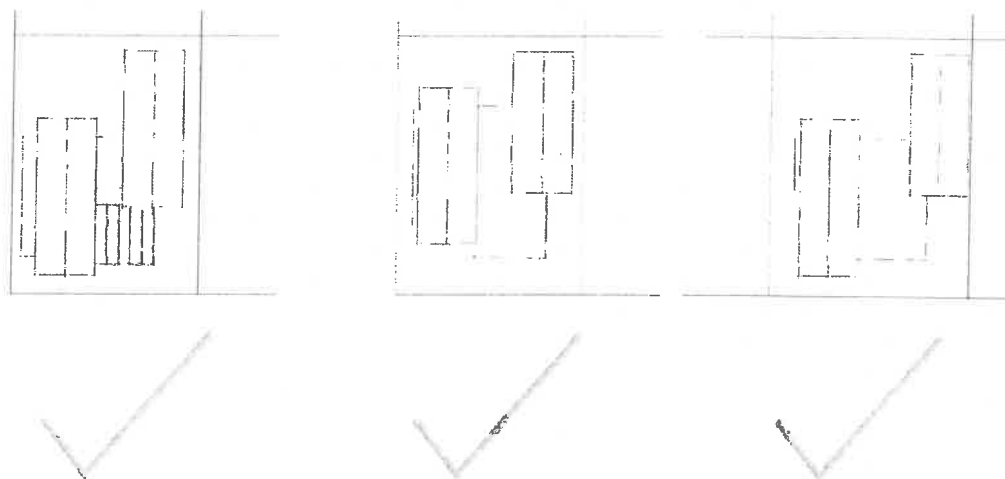


Fig. 2.7.1c. A Diagrammatic Representation of Permissible Garage Treatments (left - pergola, no enclosed garage; centre - garage extends past major form; right - garage set back from major form)

2.7.2 Building Setbacks

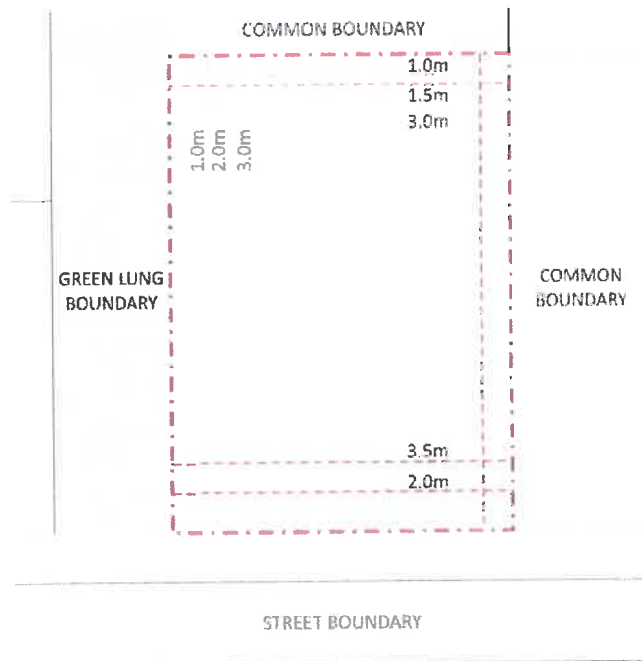


Fig 2.7.2a A Diagrammatic Representation of the East Precinct Building Setbacks

Common boundaries:

- A 1.5m building line applies.
- Setback reduced to 1m where pop-outs occur.
- A 3m setback applies where overlooking features occur.

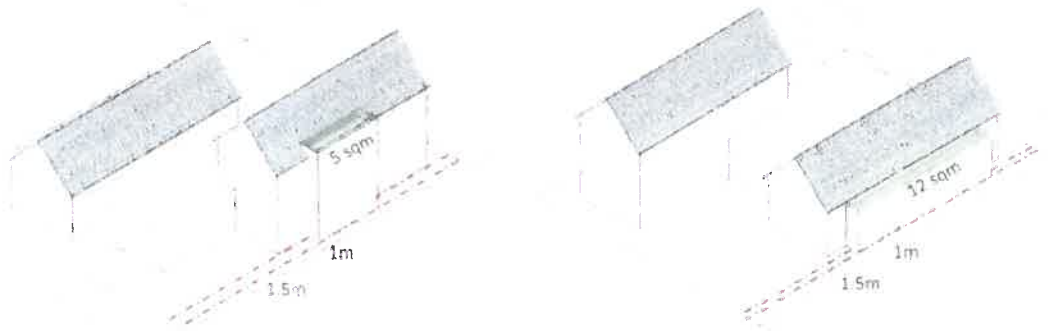


Fig. 2.7.2 b Common Boundary Setbacks and Pop-Out Restrictions

Street boundaries:

- A 2m building line applies.

Garages:

- For garages accessed directly off the street (i.e. facing the street), a 3.5m building line applies

10m

Green lung-facing boundaries:

- A 2m building line applies.
- Setback reduced to 1m for minor forms. (Pop-outs and linking elements)
- A 3m setback applies where overlooking features occur.
- No yards are permitted adjacent to the green lungs.

2.7.3 Roof Form

Major plan forms are to be roofed individually and can be linked with flat roofs or other connecting elements such as light, glazed structures. *(Note: all pitched roofs are to be of the same material, colour, and pitch).*

Major roof forms:

- Symmetrical double pitched roofs with a pitch of 35° or 45° are allowed.
- Mono-pitched roofs are not permitted within the East precinct.
- Flat-roofed major forms are not permitted.
- Hipped roofs are not encouraged within the estate. They will only be allowed where a double barn is not considered feasible and are subject to the approval of the ARC.
- Hipped roofs, where allowed, must have a uniform ridge height and a pitch of 35° or 45°. The major form below the roof should have a consistent width. (See Fig. 2.7.3a)
- Roofs that wrap down to clad the façade of the top storey will be allowed at the ARC's discretion.

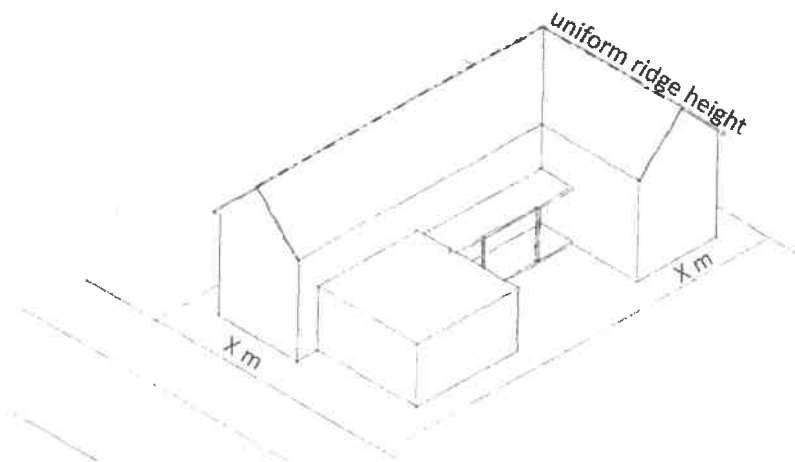


Fig. 2.7.3a. Restrictions to the Use of Hipped Roofs

Minor roof forms:

- Lean-to's to be at a pitch between 5 and 10°.
- Flat roofs (0 – 5° pitch)

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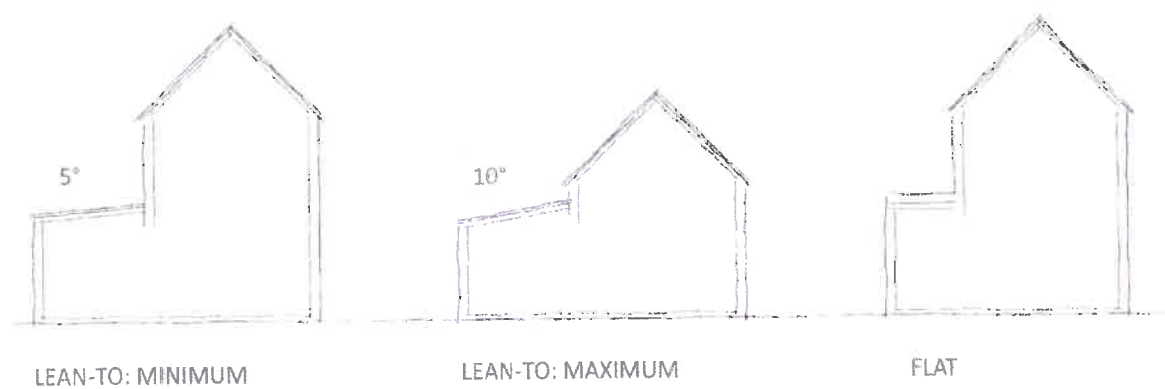


Fig. 2.7.3b: A Diagrammatic Representation of Permissible Minor Form Roof

2.7.4 Building Height Restrictions

This section includes the number of storeys permitted and the maximum height of roofs, as measured from the finished floor level (FFL). Terracing or berming of the ground level should be used to minimise visual impact of vertical retaining

Maximum roof height is based on a maximum height above ground floor FFL. This height restriction applies to all roof elements including parapet walls, etc

Chimneys, cowls, and flues are the only elements that may exceed the maximum height. Placement of these elements will be subject to approval from the ARC. Refer to Annexure 2: External Finishes Specifications.

Permissible maximum building heights.

	Single storey	Double storey
MAJOR FORM	6.0m	8.5m
LINKING ELEMENT	4.0m	=
POP-OUTS	4.0m	6.5m
GARAGE	4.0m	=

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Height of all minor forms to be minimum of 350mm below eaves level of major form adjacent to the minor form. Only pop-outs as defined in section 2.6.2 *Building Setbacks: Common Boundaries*, will be exempt from this restriction. (See Fig. 2.7.2.b)

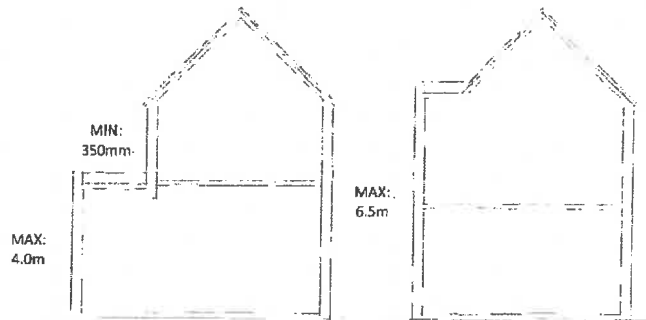


Fig. 2.7.4a A Diagrammatic Representation of Building Height Restrictions Placed on Minor Forms

Finished ground level FGL (interior and exterior) not to exceed 900mm above or below natural ground level (NGL).

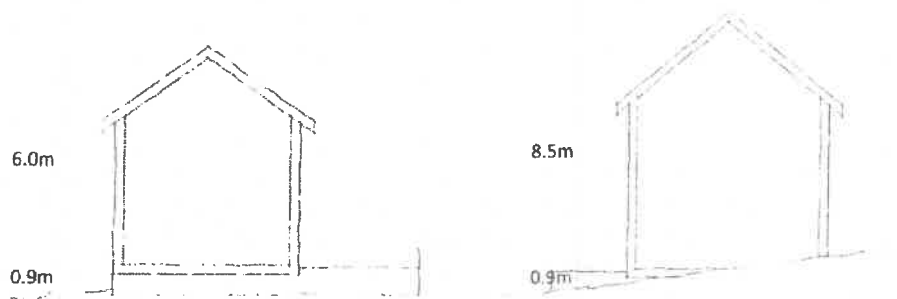


Fig. 2.7.4b. A Diagrammatic Representation of Maximum Permissible Building Heights

2.7.5 Site Levels and Terracing

Garden terracing height restriction is specified according to maximum height above natural ground level (NGL):

A maximum terrace height of 900mm above NGL will be allowed.

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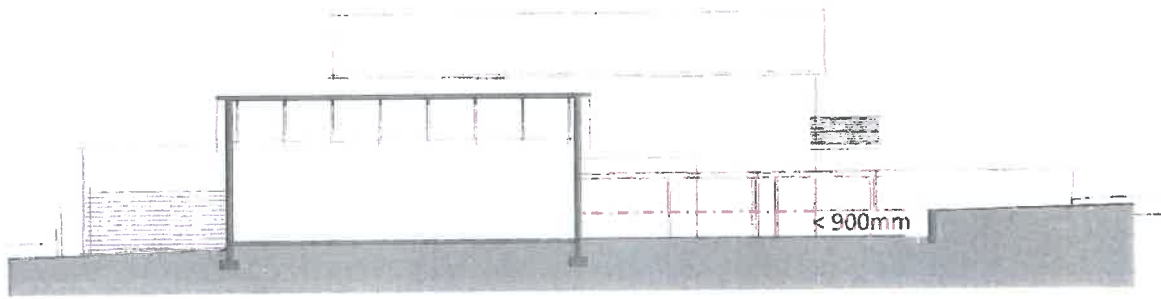


Fig 2.7.5a A Diagrammatic section of maximum terrace height above NGL

Each retaining structure needs to be set back by a distance of at least three times the height of the terrace step, before the next step in the level of the terrace. (See Fig 2.7.5b)

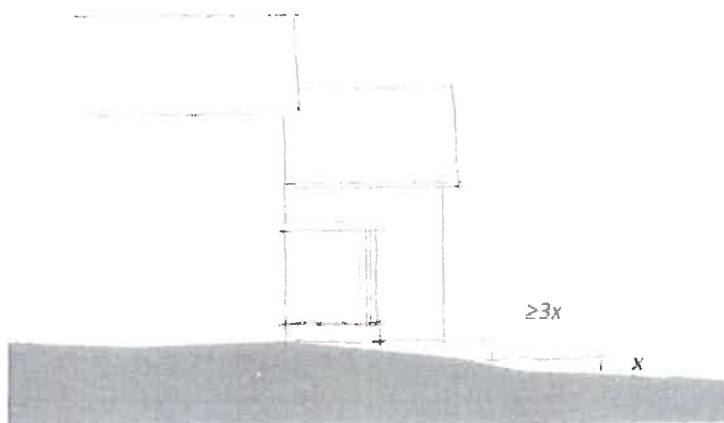


Fig 2.7.5b A Diagrammatic representation of the relationship between terrace height and width

2.7.6 Interface Controls

This section of the document controls the nature and permeability of the interface between adjacent building forms, between neighbouring erven, and between individual erven and the adjacent green lungs or street

Interfaces with the street and the greenbelt should encourage views and connections to enhance the public realm, creating a positive neighbourhood feel.

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Adjacent Building Forms:

- The facades of two adjacent building forms should not be flush.
- Where two forms are connected, there should be a minimum step of 1.5m between their facades.

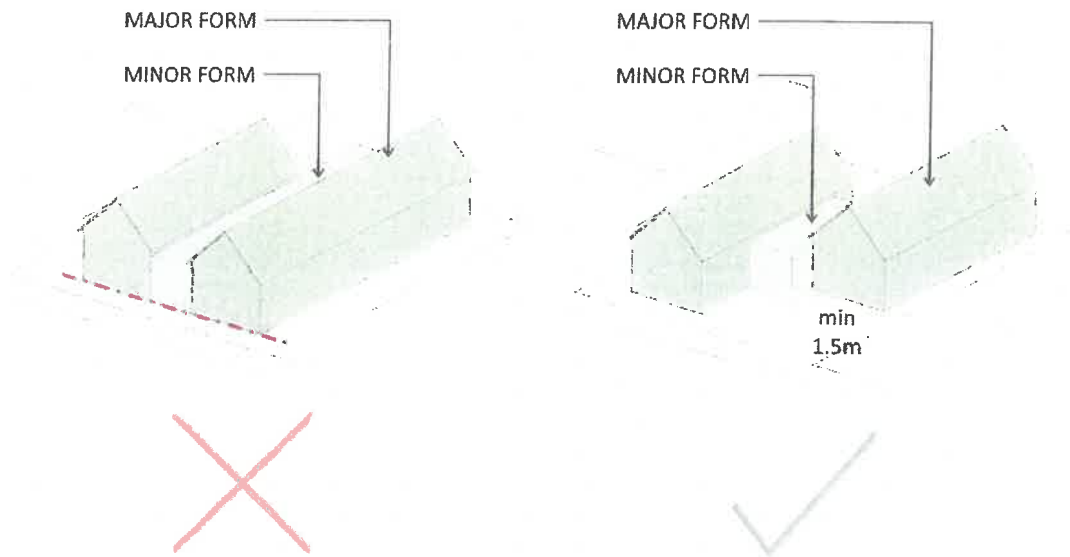


Fig. 2.7.6a. A Diagrammatic Representation of the Relationship Between Adjacent Building Forms

Levels and heights:

- The finished ground level (FGL) to be maximum of 900mm above NGL at the site boundary. All earthworks (including foundations) to be restricted to erf boundary line.

Street boundaries:

- Low walls with a maximum height of 900mm from FGL are permitted on the 0m building line
- All boundary walls (1.5m or 1.8m) to be set back a min of 4m from street boundary and must be set back beyond major building forms. No continuous street boundary treatment permitted.

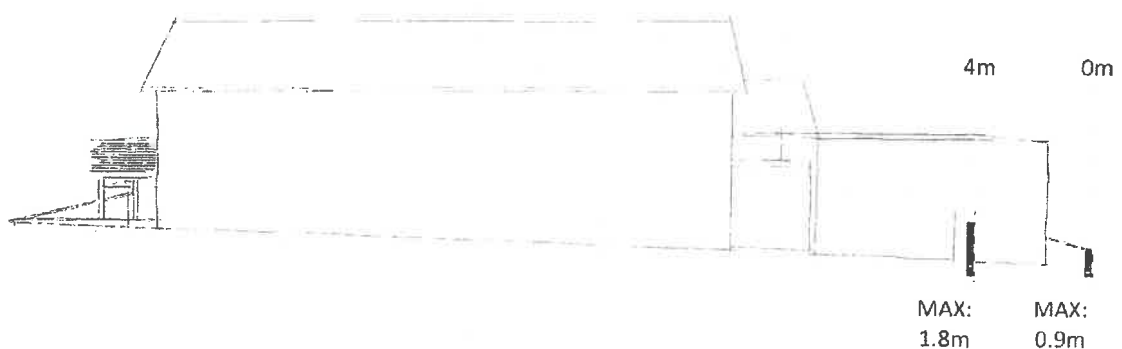


Fig. 2.7.6b. A Diagrammatic Representation of Permissible Location and Height of Street Boundary Walls

Shared boundaries:

- All boundary walls max 1.8m from FFL and max 2.2m from NGL
- Top of walls to be horizontal, therefore walls cannot be parallel to slope.



Fig. 2.7.6c. A Diagrammatic Representation of Permissible Shared Boundary Wall Treatment

Green lung boundaries:

Primary and secondary green lungs have been identified (see figure 2.7.6d).



Fig. 2.7.6d. Diagram Showing Location and Classification of Green Belts.

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- Owners are encouraged to have limited or no boundary treatment (visually permeable screen or solid wall) on the green lungs to encourage the integration of the green spaces and gardens (see Fig. 2.7.6e)

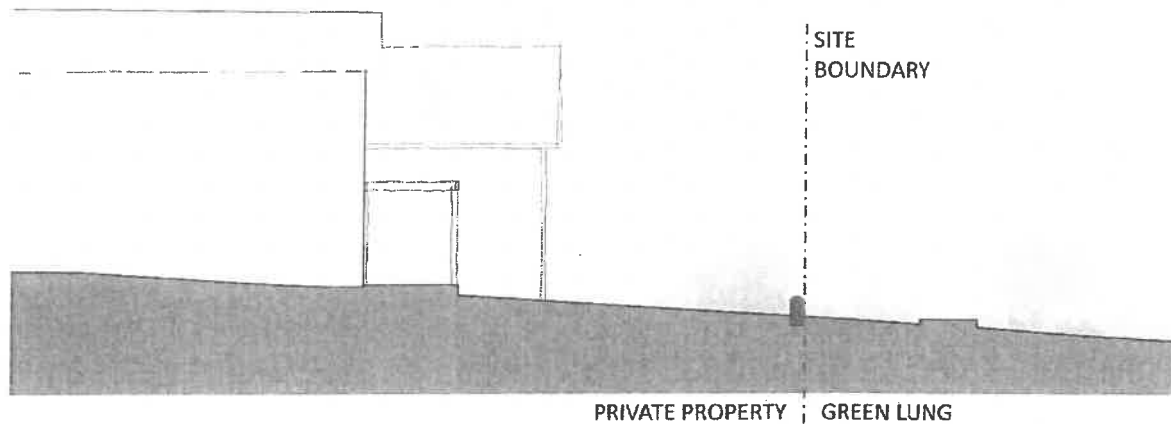


Fig. 2.7.6e. Diagram Showing Desired Relationship Between Green Lungs and Gardens.

- Direct access from erven onto the green lungs via a gate or open access is encouraged.
- The maximum permissible height of the boundary treatment is 1.5m from NGL. (See boundary walls and fences section 3.9 *Boundary walls, fences & retaining walls*)

Primary green lung boundaries

- Should the owner wish to enclose the entire boundary (onto the primary green lung), 40% of the boundary treatment may be on the 0m building line (property boundary), and the rest of the fence/wall to be set back at least 2m from the boundary line.
- The remaining 60% of the 0m building line is to be left open. Alternatively, it can be defined with a low werf wall. (450mm above NGL is encouraged, and max 900 mm is permitted)

Secondary green lung boundaries

- Should the owner wish to enclose the entire boundary (onto the secondary green lung), 40% of the boundary treatment may be on the 0m building line (property boundary), and the rest of the fence to be set back at least 2m from the boundary line.
- The remaining 60% of the 0m building line is to be left open, alternatively it can be defined with a low werf wall. (450mm above NGL is encouraged, and max 900 mm is permitted)

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- Direct access from erven onto the green lungs via a gate or open access is encouraged.

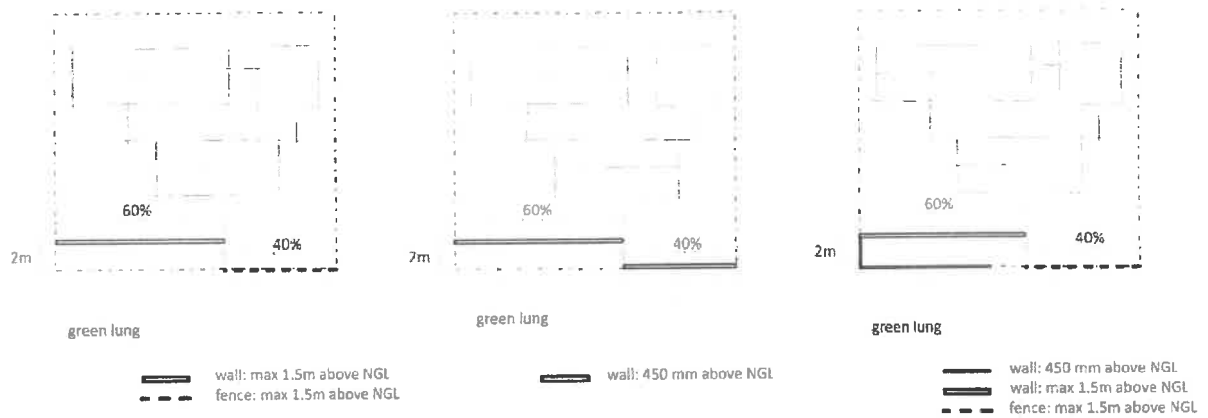


Fig. 2.7.6f. Diagrammatic Representation of the Treatment of Green Lung Boundaries

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3 ARCHITECTURAL CONTROLS

The architectural controls section of this document is aimed at promoting a contemporary winelands architecture and describes the treatment of external walls of the houses, roof shapes, doors and windows and other architectural elements. It should be read in conjunction with the latest version of Annexure 2: External Finishes Specification, which contains a comprehensive list of the approved materials and specifications for the Longlands Estate.

3.1 Doors & windows

3.1.1 Doors and windows with large expanses of glass are permitted to optimise views to surrounding mountains.

- No ornate design or cottage pane windows will be permitted within the estate
- No triangular or otherwise irregularly shaped windows will be allowed. (See 3.1.4 for rules pertaining to glazed gable ends.)

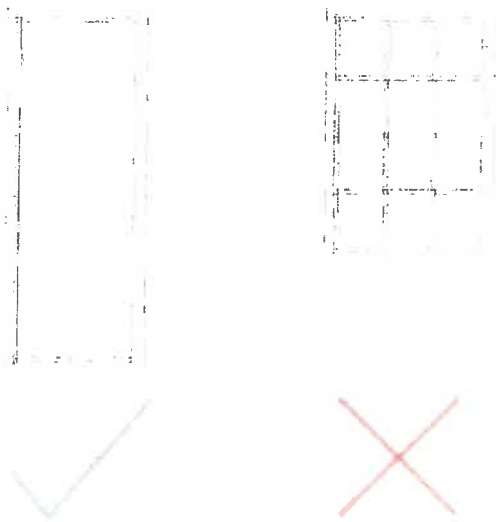


Fig. 3.1.1. Diagram Showing Permissible Window Types.

3.1.2 All garage doors to be sectional overhead, horizontal slat type. Panelled garage doors will not be allowed. (see fig 3.1.2)

- For the full list of permitted colour and materials specifications, see Annexure 2: Exterior Finishes Specifications





Fig. 3.1.2 Diagram Showing Garage Door Widths

3.1.3 Bay windows, dormer windows or other forms of windows proud of the main building elements to be rectangular in form and contemporary in design. See section 3.7 for roof windows.



Fig. 3.1.3. Diagram Showing an example of permissible Dormer Window Types

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- 3.1.4 Gable-end windows that take advantage of the surrounding views are permitted. Only windows that extend to the underside of the eaves will be allowed to have a non-rectilinear shape.

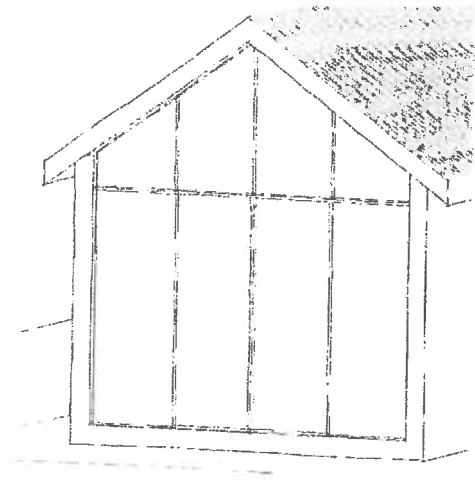


Fig. 3.1.4. Diagram Showing an example of a fully glazed gable end

3.1.5 Materials for windows, doors, and garage doors:

Refer to Annexure 2: Exterior Finishes Specifications for the full list of permitted materials

- Approved hardwood timber, powder coated aluminium and steel may be used for garage doors.
- Aluminium, powder coated to match the approved colour palette, may be used for door and window frames.

3.2 Roofs

Permissible roof forms are expanded on in the Urban Design Controls

- 3.2.1 The roof of the residences to have a contemporary, robust structure and design.
- 3.2.2 Roofs are permitted a maximum overhang of 600mm.
- 3.2.3 Although overhangs are encouraged to protect against the late afternoon sun, clipped eaves are permissible.

3.2.4 Permitted materials: Major roof forms

- See Annexure 2: Exterior Finishes Specifications for a complete list of permitted materials.

3.2.5 Permitted materials: Minor roof forms

- Lean-to roofs must match the material of the adjacent major roof forms.

- Flat roofs are to be finished in natural stone clasp and/or planing.

3.3 External walls & chimneys

Please refer to Annexure 2: Exterior Finishes Specifications for the full list of approved colour and material specifications

3.3.1 Most of the walls are to be plastered and painted

- No Spanish plaster or overly rusticated rough plaster will be allowed. Stipple plasters or textured plasters are allowed on a flat plaster base. Similarly, no mottled paint techniques will be allowed.
- Neither face brick, nor bagged brickwork are permitted.
- The limited use of stonework and/ or timber is permitted as expanded on in Annexure 2: Exterior Finishes Specifications.

3.3.2 Colour palette:

- Permitted colours are a range of natural colours in keeping with the look and feel of the estate.
- The approved paint specifications are listed in Annexure 2: Exterior Finishes Specifications.

3.3.3 Chimney design to be contemporary with no mouldings (see examples below). The height of the chimney can exceed the height restrictions imposed on the main building elements. These can either form part of the gable end walls or be free-standing within the roof space.



Fig. 3.3.3. Diagram Showing Permissible Chimney Types

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3.4 Shutters

- 3.4.1 Contemporary sliding or sliding and stacking shutters encouraged to shield the early morning and late afternoon sun.
- 3.4.2 Permitted material and colour specifications are listed in Annexure 2: Exterior Finishes Specifications.

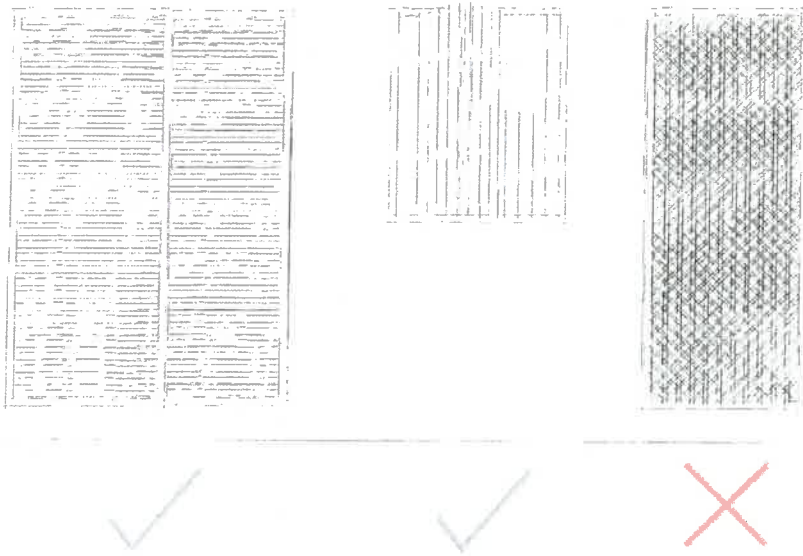


Fig. 3.4.1. Diagram Showing Permissible Shutter Types

3.5 Decks and pergolas

See Annexure 2: Exterior Finishes Specifications for a full list of permitted materials.

- 3.5.1 Pergola supports may be of the following types:
- Double/ Single timber posts
 - Steel posts
 - Aluminium posts
 - Plastered masonry pillars
- 3.5.2 Decks to be natural hardwood timber, as per Annexure 2.
- 3.5.3 Pergola canopies are to be a combination of wood and steel or aluminium. The design of any pergola is subject to approval by the ARC.
- 3.5.4 No retractable awnings may be installed under pergolas.

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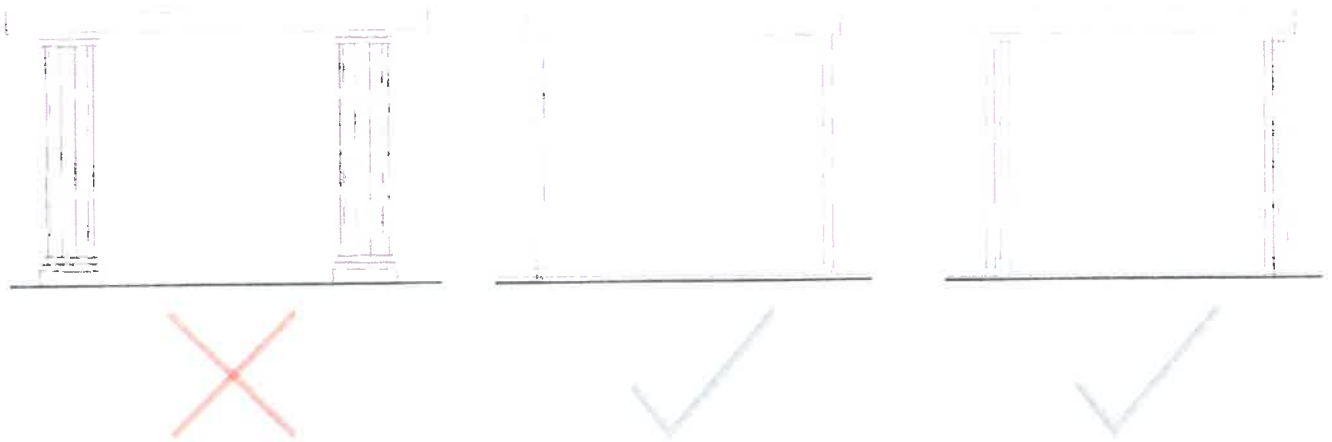


Fig. 3.5. Diagram Showing Permissible Pergola Types

3.6 Balustrades

Refer to Annexure 2: Exterior Finishes Specifications for a full list of permitted materials.

3.6.1 Balustrades to be a contemporary design

- No timber-framed balustrades will be allowed, but the inclusion of approved timbers within a metal framework will be allowed, subject to approval by the ARC.
- No Victorian-style, cast iron “broekie lace”, period imitations of any kind of ornate designs will be permitted.



Fig. 3.6.1. Diagram Showing Permissible Contemporary Balustrade Design

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3.7 Roof lights and roof windows

- 3.7.1 Roof lights and roof windows are to be contemporary in design and must be set into the plane of the roof. Irregular forms will not be allowed.
- 3.7.2 Dormer windows will be allowed as per restrictions defined in section 3.1.3.
- 3.7.3 No “bubble” windows or barrel-vaulted windows will be allowed unless fully concealed behind a parapet wall.

3.8 Pool fences

Refer to Annexure 2: Exterior Finishes Specifications for the list of permitted materials.

- 3.8.1 Pool security walls and fences to be of a contemporary design, and compliant with South African National Building Regulations.
 - No period imitations or any ornate designs will be permitted.



Fig. 3.8.1. Diagram Showing Permissible Contemporary Pool Fence Design

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3.9 Boundary walls, fences & retaining walls

- 3.9.1 Boundary walls to be constructed of masonry, and all fence options must be contemporary in style. Refer to Annexure 2: Exterior Finishes Specifications for more detailed information about permissible boundary treatments.
- 3.9.2 Retaining walls to be constructed of masonry, natural stone, or stone gabion baskets.



Fig. 3.9.1 Diagram Showing an Example of Permissible Boundary Treatment

3.10 Werf walls

- 3.10.1 The homeowner is encouraged to use 'werf' walls (robust garden walls with max height of 900mm) to define courtyard garden spaces. Such werf walls can define the edges of entrance ways and erf boundaries where neither a high fence nor a high wall is required.
- 3.10.2 No Spanish plaster or overly rusticated rough plaster will be allowed. Stipple plasters or textured plasters are allowed on a flat plaster base. Similarly, no mottled paint techniques will be allowed.
- 3.10.3 The use of robust walls with niches is encouraged.
- 3.10.4 The use of gabion walls for landscape terracing is encouraged.

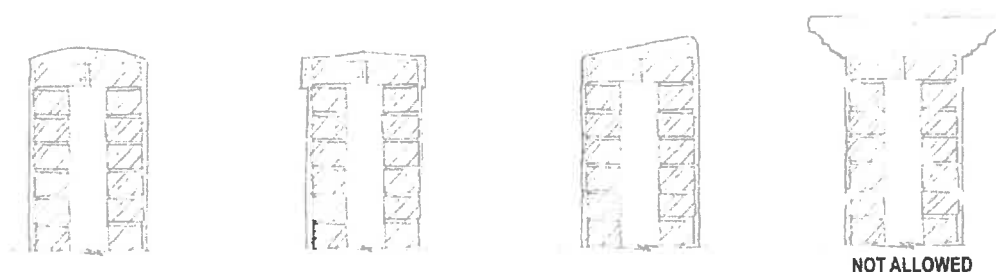


Fig. 3.10.1 Diagram Showing an Example of Permissible Werf Wall Copings

3.11 Wine cellars

- 3.11.1 Wine cellars are encouraged to be part of the design of the dwellings. Any air conditioner plant and equipment for wine cellars must be positioned out of sight, preferably in a yard. See section 3.19 for additional information about air conditioner plants.

3.12 Carports, open parking & vehicular access

- 3.12.1 The owner is obliged to construct a driveway with a maximum width of 5.5m.
- The position of driveways must be indicated on the plans submitted for review. A minimum of two visitors parking bays and two resident's bays are to be provided on site. Parking bays provided in the garage will count towards resident's parking bays.
 - No parking is permitted in the roadway.
 - Covered parking bays will be allowed, subject to the approval of the ARC. Covered parking must conform to pergola restrictions as defined in section 3.5, and in Annexure 2. The design of the pergola should be integrated with the architectural language of the dwelling.

3.13 Utility services

- 3.13.1 Laundry, refuse and gas bottle storage should remain fully concealed within yards and conform to the South African National Building Regulations.
- 3.13.2 Walls to create these yards to be limited to a maximum of 1.8m at the highest point from external natural or finished ground level, whichever is more restrictive, and must conform to other boundary treatment restrictions.
- 3.13.3 No yards will be permitted adjacent to the green lungs.

3.14 Stormwater controls

- 3.14.1 Stormwater runoff is to be controlled in order to avoid soil erosion. All details of storm water disposal including paving and landscaping are to be clearly stated in the building plans.
- Where gutters are not used, storm water runoff must be dealt with in an alternative manner.



3.15 Rainwater goods & waste pipes

Refer to Annexure 2: Exterior Finishes Specifications for the list of permitted materials.

- All owners are encouraged to harvest rainwater where possible. See Annexure 2 for the list of approved storage solutions.

3.16 Security elements

- Externally mounted burglar bars and security gates will not be permitted.
- No external security doors, eg. "Trellidoor" or other expanding metal security doors will be allowed externally.
- All other exterior designs for security purposes are subject to review by the ARC.

3.17 Fire precautions

3.17.1 Each owner should familiarise themselves with the position of hydrants and hose reels on the site and with any rules and procedures laid down by the ARC.

- The flues of Fireplaces are to be fitted with brass mesh (or other spark arresting device), to prevent sparks escaping.
- All building work must be in accordance with the South African National Building Regulations, including Parts S and T and other relevant SANS documents related to fire

3.18 Satellite dishes

- The position of any satellite dish must be shown in the proposal for Submission 1. (Refer to Annexure 1: Design Review, Plan Submission Process, Costs and General Information) and is subject to approval by the ARC.
- Standard DSTV satellite dishes are permitted on the individual/freehold erven, provided that they are sensitively placed, in order to be screened from general views.
- The use of visually permeable satellite dishes is encouraged.



3.19 Air conditioning plants

- Air conditioner plants and equipment must be screened from view. Plants can be screened with either timber or landscape elements. (Planting)
- The position of the AC plant, as well as the screening system used, must be shown in the proposal for Submission 1, (Refer to Annexure 1: Design Review, Plan Submission Process, Costs and General Information) and is subject to approval by the ARC.
- No noisy plants will be permitted.

3.20 Swimming pools

- No swimming pools may be built with an automatic top-up function.
- All swimming pools must have a natural colour tone cover to minimise water loss due to evaporation.
- Backwash from the filter is to be dealt with in accordance with Stellenbosch Local Authority regulations and must be connected to the sewer outlet system.
- The inclusion of backwash settlement tanks is encouraged.
- Swimming pool pumps must be screened from view. The position of the pump is subject to approval by the ARC.
- Standard SANBR access protection requirements are applicable; swimming pool fence positions need to conform to boundary treatment restrictions as well as the regulations defined in section 3.8 of this document.

3.21 External lighting

- External lighting must be unobtrusive and where possible, indirect.
- Lighting is to be provided by the owner at the vehicular entrance to property.
- No strong external accent lighting onto any buildings will be permitted.
- No external floodlights will be permitted onto the green lung interface.
- All external lighting to be contemporary, ornate designs are not allowed

3.22 Renewable energy

- Solar Photovoltaic panels and heat pumps are permitted, subject to approval by the ARC.



- Solar water heating and solar panels are to be paneling, no exposed piping will be allowed.
- If panels are to be installed at a pitch other than that of the main roofs, they must be placed on the secondary roof, hidden behind a parapet, and still rectilinear to the roof they are positioned on.
- No geysers or storage tanks are allowed to be external to the roof. Only heat exchange systems are allowed in this position.
- Pool heating – no exposed piping permitted

3.23 External structures

The following structures will not be permitted within the estate:

(Special application will have to be made for approval by the ARC)

- Gazebos
- Wendy houses
- Greenhouses
- Other above ground informal structures

4 LANDSCAPE VISION

The proposed landscape design is aimed at creating a meaningful spatial structure and character with due cognisance of the rural surroundings and views of the Simonsberg and Jonkershoek mountains in the distance.

A series of connecting corridors or green lung communal open spaces have been introduced in the development, ranging in width, which houses large scale soft landscaped areas of indigenous and endemic vegetation, informal tree groupings, play and outdoor gym areas, winding walkways and trails and water elements. With the natural gradient on the site views towards the mountains are emphasized through the green lung spaces located throughout the site to allow the residents to have unobstructed views and generous spill-out space directly from their properties onto the green spaces. The layout and guidelines aim to ensure that green lung spaces and streetscapes become venues for positive neighbourhood interaction, constant connection to the outdoors and a sustainable physical and social living environment.

The primary green lung spaces form the largest open space within the development mainly connecting the eastern and western precinct and extending from the main entrance gatehouse south towards a large communal open space surrounding a permanent water body. Secondary green lung spaces branch out from the primary throughout the development ensuring quick access to larger open space from private properties. These green corridors provide winding walkways for pedestrian movement, substantial tree planting, natural features and passive and active recreational green open space. The accommodation of natural systems is also incorporated within the corridors and surrounding streetscapes where stormwater is captured through natural planted swales, attenuation ponds and a permanent water body. ‘

The diverse planting palette promotes bird and animal life within the estate, creates a rich planting community that promotes biodiversity, ensures a low maintenance, water wise landscape and reinforces the developments rural setting and connection to the natural surrounding Swartland Granite Renosterveld biome that it is classified under. With the various storm water catchment areas groundwater recharge is promoted while creating habitat for various species resulting in a more self-sustaining and resilient environment.

For more information, please refer to Annexure 3: Landscape Guidelines



ANNEXURES



ANNEXURE 1: Design Review, Plan Submission Process, and General Information

1. Submission 1: Design Drawings

- i. Building plans may be submitted to the local authority once approval by Architectural review committee (ARC) has been granted.
- ii. To facilitate the process, sketch plans should be submitted for approval prior to the preparation of the final municipal submission drawings.
- iii. Sketch plans to include the following:
 - a. A 1:200 Site plan with roof plan, building lines, 1m contours and roads.
 - b. All floor plans at scale 1:100 showing; retaining walls, pergolas, terraces, internal floor area and external dimensions.

The position of any external services (heatpumps, airconditioning, batteries etc) and the nature of its screening system must be indicated on the floor plans and site plan.
 - c. All elevations at scale 1:100 showing levels, heights (NGL & FGL, FFL), materials and finishes.
 - d. A longitudinal section at scale 1:100 taken through the slope of the site and showing site boundaries, existing natural ground line, finished ground line and heights. Levels to be related to actual levels taken from Land Surveyor's survey drawings.
 - e. Landscape plan (with roof plan) at scale 1:100 showing contours, existing and new trees, trees to be removed, building outline, all external structures e.g. decks, pergolas, paved areas, paths, terraces and retaining structures, as well as soft landscaping.

The landscape plan must include a list of plants for the proposed landscape - these plants shall be selected from the list of plants provided (see ANNEXURE 3).
- iv. Plans (A3's pdf) and completed checklist (see Annexure 4) to be submitted electronically to robyn@aaam.co.za
- v. A scrutiny fee for reviewing, altering, and approving plans shall be required and is payable before scrutiny process may commence.

2. Submission 2: Draft of local authority plan submission

- i. When the sketch plans have received written approval from the ARC, the local authority plans can be drafted in accordance with Submission 1 approval.
- ii. The plans must be submitted to the ARC (robyn@aaam.co.za) for approval, prior to submission to the Stellenbosch Municipality.

3. Approvals and general information

- i. All municipal submissions are the responsibility of the owner.
- ii. This document is considered supplementary to the South African National Building Regulations (NBR). Should any provisions of this document be regarded as contrary to the NBR, then the NBR shall prevail.
- iii. This document is also considered supplementary to the Local Authority requirements and the conditions contained in the land use approvals and cannot take precedence. Should any provisions of the document be regarded as contrary to the Local Authority requirements or the conditions contained in the land use approvals, the Local Authority requirements and conditions shall prevail.
- iv. One additional review for submission one and submission two, is included in review process submission fee. The onus remains with the homeowner and his/her architect to ensure that plans submitted are in accordance with the latest version of the UADC and municipal requirements. If further submissions are required, the client will be charged for further scrutiny at an hourly rate of R650/hr excl.VAT (annual increase).
- v. Once approval of municipal plans has been granted, any further applications will constitute a new submission process.

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ANNEXURE 2: Exterior Finishes Specifications (October 2020)

This section of the document constitutes a summary of the approved specifications for the Longlands Estate. It should be read as an accompaniment to the urban design and architectural controls as described in the Design Controls Document.

1. Roofs

All visible pitched roofs are to be finished in the same material and colour. Facias and bargeboards should match the roof colour, door and window frames, or wall colour. The colour should be consistent throughout the whole property.

1.1 Roof Sheeting:

All roof sheeting to have concealed fixing profiles.

Approved roof sheeting includes:

Chromadek Heritage Collection in the colour Dark Dolphin

Chromadek Heritage Collection in the colour Charcoal Grey

Translucent sheeting may only be used where such sheeting is completely concealed behind a parapet wall.

1.2 Flat Roofs

See Annexure 3: Landscape guidelines for stone chip specifications.

See Annexure 3: Landscape guidelines for the approved planting palette for roof gardens.

2. External Wall Finishes

Walls are to be constructed of brickwork; any alternative materials must be approved by the ARC.

2.1 Plastered walls

Approved paint specifications and colour options:

Midas Earthcote	
4CEG- Rendezvous	3IEG- Workshop
3JEG- State of Greys	3AEG- Great Idea
1IEG- Cave Grey	2GEG- My Love
4BEG- Conclusion	3HEG- Incense Bundle

2.2 Timber cladding to walls

All exterior timber cladding to be finished in a clear sealant or left untreated and allowed to age naturally.

Only simple, contemporary horizontal OR vertical cladding will be allowed. Cladding is subject to approval by the ARC.

Approved hardwoods: Balau, Iroko, Garapa, Ipe, Jatoba

The use of Meranti is not permitted.

Cladding may be used for a maximum of 50% of the wall area of any single elevation, and a maximum of 25% of the total wall area of all elevations combined.

3. Windows, Doors & Shutters

3.1 Glazing:

No reflective or mirror coatings or films may be applied to any glass.

No stained glass or coloured glass other than UV glazing or sandblasting may be used.

3.2 Natural Timber:

Timber framed windows and doors will not be allowed. Shutters may, however, be constructed of timber.

All timber to be finished in a clear sealant or left untreated and allowed to age naturally.

Approved hardwoods: Balau, Iroko, Garapa, Ipe, Jatoba. The use of Meranti will not be allowed.

3.3 Powder Coated Aluminium:

Colour specification:

Interpon D2525:

Matt Dark Umber Grey	YL259P
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Matt Anthracite Grey	YL216P
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Interpon 610:

Gloss Dark Admiralty Grey	ML052P
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Anodised aluminium will not be allowed.

4. Balustrades

4.1 Glass:

No reflective or mirror coatings or films may be applied to any glass.

No stained glass or coloured glass other than UV glazing or sandblasting may be used.

4.2 Natural Timber:

All timber to be finished in a clear sealant or left untreated and allowed to age naturally.

Approved hardwoods: Balau, Iroko, Garapa, Ipe, Jatoba

The use of Meranti is not permitted.

4.3 Powder Coated Aluminium:

Colour specification:

Interpon D2525:

Matt Dark Umber Grey	YL259P
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Mat Anthracite Grey

ML210P

Interpon 610:

Gloss Dark Admiralty Grey

ML052P

Anodised aluminium will not be allowed.

4.4 Mild Steel:

Steel must be painted to match aluminium colour palette.

Only steel cables need not be painted

5. Boundary, Werf Walls & Fences

This section describes the specifications relevant to all boundary walls, werf walls, entrance gates and fences- including the treatment of swimming pool boundaries, as mandated by the relevant local and national building regulations.

5.1 Plastered walls:

All plastered walls to be painted in an approved colour

For the paint colours approved for plastered boundary/ werf walls please refer to section 2 *External Wall Finishes*.

5.2 Natural Stone:

Walls finished with natural stone must either be constructed entirely of stone and mortar, or the stone can be applied as a cladding (min. thickness 150mm) to a brick wall.

No dry packed stone walls will be allowed.

Gabion walls used in the construction of garden terraces are allowed

See Annexure 3 Landscape guidelines for approved stone specifications

5.3 Fences:

No prefabricated, palisade or modular fencing systems will be allowed.

All fences are to be visually permeable. Approved materials for fences include aluminium and powder-coated steel.

Aluminium to be powder coated, finished in the following colours:

Interpon D2525:

Matt Dark Umber Grey YL259P

Matt Anthracite Grey YL216P

Interpon 610:

Gloss Dark Admiralty Grey ML052P

Anodised aluminium will not be allowed.

All steel to be painted as per the approved aluminium colour palette.

6. Verandas & Pergolas

6.1 Masonry Piers

Refer to section 2.1 *Plastered Walls* for relevant specifications.

6.2 Natural Timber:

All timber to be finished in a clear sealant or left untreated and allowed to age naturally.

Approved hardwoods: Balau, Iroko, Garapa, Ipe, Jatoba

The use of Meranti is not permitted.

6.3 Powder Coated Aluminium:

Colour specification:

Interpon D2525:

Matt Dark Timber Grey YL259P

Matt Anthracite Grey YL216P

Interpon 610:

Gloss Dark Admiralty Grey M1052P

Anodised aluminium will not be allowed

6.4 Mild Steel:

All visible steel work to be painted, colours to match aluminium colour palette.

7. External decks and terraces

7.1 Natural Timber:

Refer to section 6.2 *Natural Timber* for relevant specifications.

7.2 Tiles or paving:

Terrace tiles and/ or paving to match natural colour palette. See *Annexure 3: Landscape Guidelines* for relevant specifications.

8. Covered Parking

Refer to section 6 *Verandas & Pergolas* for relevant specifications.

Metal pipe framed carports with shade-cloth coverings are not permitted.

9. Garage doors

All garage doors to be horizontal slats.

9.1 Natural Timber:

All timber to be finished in a clear sealant.

Approved hardwoods: Balau, Iroko, Garapa, Ipe, Jatoba

The use of Meranti is not permitted.

9.2 Powder Coated Aluminium:

Colour specification:

A standard dark brown (often called Bronze) or Charcoal finish, or powder coated with any of the following:

Interpon D2525:

Matt Dark Umber Grey YL259P

Matt Anthracite Grey YL216P

Interpon 610:

Gloss Dark Admiralty Grey ML052P

Anodised aluminium will not be allowed.

9.3 Galvanised steel:

Colour specification:

A standard Charcoal finish, or powder coated to match the aluminium colour palette.

10. Rainwater goods & waste pipes

All waste pipes are to be concealed behind fascia boards or in walls or columns

All gutters to be seamless aluminium gutters. Where possible, gutter colour should match roof colour as closely as possible.

All exposed rainwater downpipes are to be smooth aluminium and powder coated to match the roof colour as closely as possible.



10.1 Powder Coated Aluminium:

Colour specification: Charcoal Grey

10.2 Rainwater Storage Tanks

Standard green water storage tanks will not be permitted.

Permitted colours include:

Khaki Brown by JoJo,

Olive by Eco-Tanks

11. Driveways

Refer to section *Annexure 3: Landscape Guidelines* for relevant specifications



ANNEXURE 3: Landscape Guidelines

General establishment notes:

3.1 SITE DRAINAGE:

- Natural drainage systems are to be observed. Deviation or obstruction of these systems is not permitted.
- Water is not permitted to be dammed or concentrated in such a way that it poses a risk to neighbouring properties.

3.2 EARTHWORKS, GRADING AND RETAINING STRUCTURES

- Topsoil must be stockpiled (separate from subsoil) on site during construction and reinstated on completion of works.
- Stockpiled topsoil mounds to be no higher than 1.3m and should be seeded or otherwise stabilised in order to prevent soil erosion.
- Topsoil should not be stock piled for longer than a year and preferably not longer than 6 months
- Vegetated earthworks steeper than 1 in 2 are not permitted.
- Terraces, where implemented, must be context appropriate and the change in grade must be less than 1.0m.
- Retaining walls to be maximum 1.2m height from NGL.
- Erosion control methods should be implemented on earthworks where there is a risk that soil could erode into the wider storm water management system until vegetation cover is established.
- Refer to Section 2.4.5 of the Architectural Design Controls for regulations regarding terrace and retaining structures.
- Refer to Section 3.9 & 3.10 of the Architectural Design Controls for regulations on finishes and materials for retaining walls or structures, boundary walls, and fences.
- Gabion structures for retaining is encouraged. Weld mesh galvanised steel baskets are preferred but wire mesh steel baskets of a decent specification will be allowed pending LEARC approval. Baskets should be sturdy and neatly tied with neatly hand-packed stone. Front face of gabion baskets can be packed with the following stone:
 - a. Hornfels (pale or dark), dark grey granite, and Llandudno Granite
 - b. No sandstone or river rock will be allowed
 - c. Size: maximum 150mm in any direction, minimum 100mm
 - d. Dumprock stone can be used for the remaining fill of the entire gabion basket of 200mm size in any direction

3.3 SIDEWALKS AND OPEN SPACES

- All sidewalks shall be maintained by the estate's maintenance team. Under no circumstances may any contractor / owner change or damage sidewalks or open space landscaping or green lung communal space landscaping without prior written approval of the LEARC.
- Any damage due to any activities by home owners, contractors or residents will be reinstated to the level before damage occurred to relevant resident / owner / contractor's own cost and will be signed off as approved by the LEARC and NHOA.
- Access point and pedestrian gates onto open spaces and streets are encouraged and will be approved by the LEARC. Refer to Section 3.9 of the Architectural Design Guides.
- Green lung communal spaces and other open park spaces in the estate will be maintained by the estate's maintenance team. Residents are required not to interfere with the maintenance and are required to use areas responsibly. Small children should be under adult supervision at all times due to water bodies, ponds, swales and attenuation zones within the development.

3.4 WATERBODIES, wetlands, vegetated storm water swales and attenuation ponds:

- Residents are to take note that there are open water bodies on site and wetlands / swales / attenuation ponds. All children should at all times be under adult supervision and must be made aware of such hazards. Swimming in permanent or non-permanent water bodies is not allowed.
- Residents and any visitors to the estate will be required to indemnify Longlands Estate and NHOA with regards to any injuries or damages caused by any water bodies on the development.

3.5 HARD LANDSCAPING MATERIALS

- Paving to any visible parts of a property must be chosen from the Longlands approved hard landscaping material list:
- The following list of materials is acceptable:
 - Concrete paving:
 - Exposed aggregate concrete paver or exposed aggregate concrete interlock to match product and specification as applied in estate open spaces and roadways or sidewalks
 - Approved paving specification: (based on approved samples on site)

100 x 100 x 75mm, 35MPa concrete cobble paving.

200 x 100 x 80mm coarse exposed aggregate interlocked paving.

o Natural stone:

- Can only be applied as banding and should match natural stone product as applied in natural stone water channel in estate open spaces or along roadways
- Approved stone specification: (based on approved samples on site)
Loeriesfontein Slate
Size: 150-250mm in any direction
Installation: banding not to exceed 500mm wide and to be installed flush with surrounding hard surface

o Brushed finished in-situ cast concrete

(only allowed for external walkways or surfaces and not driveways):

- Brushed finished in-situ cast concrete surfaces needs to match this finish applied in the estates open spaces and not have any other patterning or smooth trowelled edges or various colours other than applied elsewhere in the estate.

No asphalt or any form of crazy, brick or stone imprint paving, clay brick paving or any other concrete pavers will be allowed as constructed finish to driveways and exterior hard surfaces. Excessively coloured or patterned driveways and motifs are not permitted. A sample or specifications must be submitted to the LEARC prior to commencement with laying thereof and approved in writing.

- No rocks, boulders, pots or any other 'hard landscaping' may be installed on sidewalks or on boundaries.
- All hard surfacing (driveways) on sidewalks shall have 2 x 110 diameter sleeves installed to link sidewalk landscaping and irrigation systems.



3.6 PLANTING: GENERAL

All declared invasive alien plants, trees, shrubs and grasses are not permitted within the estate and may not be cultivated in an erf garden. Palm trees and conifers are further prohibited.

Only species from the recommended planting list are permitted within the frontage zone. The frontage zone is defined as the area adjacent to the road, from the standard boundary to the line of the kerb. It is encouraged that frontage zone planting relate to planting schemes implemented in communal green open spaces or green lung. Where boundary walls are not constructed in frontage gardens it is encouraged that planting schemes relate to the frontage zone planting to create a continued indigenous feel up to the building façade.

Within the stand boundaries the plant material must be predominantly indigenous. A palette consisting of 90% indigenous to 10% exotic is encouraged. The recommended planting list indicates a wide range of recommended indigenous plants. It indicates species that are appropriate to the existing vegetation types on site and those which are accepted within the region. These species will be used for the planting design of the communal landscape and green lung areas in association with an endemic plant list carefully selected from the Swartland Granite Renosterveld biome. All plant species have been selected for qualities such as low water use, low maintenance, suitability for soil and climatic conditions on site. Exotic species allowed are also listed for their relevance to the context and cultural landscape association. The 10% exotic species allowed within a properties planting palette may only be selected from the list provided.

Areas of lawn which are excessive to their functional requirement are not encouraged. Lawns are best positioned in areas of full sun or semi-shade for good growth. Lawn areas to be either *Cynodon dactylon* (kweek/couch grass) or *Stenotaphrum secundatum* (buffalo grass). No Kikuyu grass (*Pennisetum clandestinum*) may be cultivated to prevent spreading into adjacent gardens.

Hedges, where permitted, are to be well maintained, and to a maximum height of 1200mm. Hedge species to be selected from Recommended Planting List. Hedges exceeding 1200mm may only be permitted with consent of the Neighbourhood Home Owners Association (NHOA) where the motivation is to screen on-site grey or rainwater harvesting storage facilities or other utilities from neighbouring properties and green lung communal open space. In any special circumstances hedging may not exceed boundary wall heights.

Owners can determine their own planting style either formal or informal or a mixture of the two. Where practical, planting is to be used to screen utility areas from neighbouring properties.

Planting schemes must encourage biodiversity and should have low water demand. Companion planting is encouraged as a means of pest control. A diverse planting scheme is encouraged in order to support a host of birdlife and beneficial insects which can help to keep pest numbers in check. Planting schemes should ensure a variety of plant height and strata.

New plants that develop long standing diseases or do not thrive in a certain location suggest that they are unsuited to that situation and should be replaced with a species better suited to the prevailing conditions.

3.7 PLANTING: TREES

Existing protected trees, when retained on property, are to be fenced off to the diameter of its canopy to protect its root-zone from compaction. Where excavation is necessary beneath the canopy, work is to be undertaken with hand tools to minimise damage to the root system. Any construction work near the existing protected trees should be avoided as far as possible.

Owners must retain existing trees wherever possible. No trees whether on a stand, on the sidewalk related to a stand, or within adjacent green lung communal spaces, may be removed without the prior written consent of the ARC. The ARC further encourages owners and architects to design around the trees along sidewalks and green lung spaces.

New trees are to conform to the Recommended Planting List – deviations from this will require written consent of ARC. Deviations should not be invasive, short-lived, or have high water consumption or invasive/problematic root systems.

For further information, please refer to the Recommended Planting List.

3.8 PLANTING: ROOFS / FLAT ROOF TREATMENT

Refer to Section 2.4.3 and 2.5.3 of the Architectural Design Controls.

Indigenous, hardy and water-wise plant species should be carefully considered for implementation of roof gardens or green roofs. Drip-irrigation systems are encouraged to all planting areas on roofs through supply of on-site treated grey water or harvested rain water, to ensure healthy plants and well-kept gardens.

Refer to the Recommended Planting List for guidance in appropriate species. Proposed species will be approved by the LEARC, NHOA.

Approved stone chip specification for application on roofs:

13 / 19mm dia. Grey stone chip

No river stone, gravel stone chips or crusher stone white in colour may be used on any external surfaces or roofs.

3.9 IRRIGATION

- Potable water use for irrigation purposes is discouraged – as far as possible irrigation water is to be sourced from on-site grey or harvested rain water or through the use of privately installed boreholes.
- Storm water runoff on the property is to be utilised where possible for irrigation purposes. (Hard areas should sheet drain to soft areas).
- Water saving technologies should be incorporated as far as possible into all stand landscaping. These include but are not limited to
 - a. automatic controllers;
 - b. drip irrigation;
 - c. mulching;
 - d. moisture & rain sensors;
- Where rainwater harvesting is incorporated, the storage should be aesthetically subdued and should not have a detrimental effect on the surrounding stands or common areas.
- The installation of greywater and rainwater harvesting tanks should be incorporated within the design of the house. Care must be taken to ensure that the correct filtration system is in place to prevent health risks.
- Sprinkler heads, where used, must distribute water to planted areas only. Drip-irrigation is encouraged.
- Planting is to take place during rainfall months where possible to reduce irrigation needed for establishment.
- Irrigate at dawn / early morning or in the evening.
- Irrigation through the use of privately installed boreholes is encouraged.

3.10 SOIL AMENDMENTS, FERTILIZERS AND PESTICIDES

- Soil building methods such as the incorporation of compost in to the soil is strongly recommended over the use of commercial fertilizers.
- Soil must be tested for its pH and nutrient content prior to making any amendments.
- Soil amendments to be specific to soil nutrient deficiencies identified by the tests.
- Fertilizers, pesticides and herbicides to be used as a last resort.
- Fertilizers, pesticides and herbicides to be used with caution and strictly according to manufacturers' instructions.
- A list of fertilizers, pesticides and herbicides recommended for use is available on request
- Soil amendments should be undertaken according to planned planting. A nutrient rich soil with good structure is the basis of a successful fruit or vegetable garden.
- Compost should be well decomposed prior to incorporation with soil



- Mulch should be applied to exposed soil in order to suppress weeds, stabilise soil temperature, reduce soil erosion and retain soil moisture and nutrients. Mulch should be replenished every 1 – 2 years

3.11 SURFACES, DRIVEWAYS AND PATHWAYS

Impermeable surfaces are to be limited in order to minimise storm water runoff.

Paving materials and hard surfaces are to be constructed using materials to compliment or match building or immediate streetscape finish.

Driveways, pathways and paved areas must be limited to what is functional.

Frontage zone is to be planted, with the exception of access ways and yards.

Driveways must be positioned in accordance with the stand services and contour diagram for the stand concerned. Refer to Section 2.4.1, 2.4.2, 2.5.1, 2.5.2, 3.1.2 of the Architectural Design Controls for garage sizes, positioning and setbacks in order to determine associated driveways.

Materials to be used in driveways are to be in accordance with Section 3.5 of the Landscape Guidelines stated above.

Any parking areas on a stand and pathways related to a stand which is visible from the street must be constructed from the same material as the driveway to such stand; sidewalks cannot be paved and used for parking. Refer to Section 3.12.1 of the Architectural Design Controls to determine the allowed number of visitor's and resident's parking bays per stand.

3.12 HARD LANDSCAPING

Hard (non-permeable) landscaping surfaces, i.e. brick paving, tiling, etc. around houses will not be permitted to cover the entire site. Cumulatively hard landscaping shall not cover more than 25% of each stand/erf's disturbance area and a minimum of 25% of each disturbance area must be soft landscaping (plant materials).

3.13 GARDEN STRUCTURES & AMENITIES

Outdoor artwork and structures (statues, feature elements, fruit and vegetable gardens, built planter boxes and water features) must be approved by the ARC

Pergolas and canopies (see Architectural Design Controls Section 3.5, 3.12 and 3.23)

Swimming pools (see Architectural Design Controls Section 3.20)

Braai Area & Fire Pits are not allowed within 4m of primary and secondary green lung communal open spaces. The design and finishes should complement the building and will be allowed on written consent from ARC.

Outdoor elements such as pots, benches, outdoor furniture and play equipment must be approved by the ARC. Such elements must conform to the general character of the estate and larger communal landscape areas.

Play structures may not be visible outside of the erf boundaries or otherwise only through written consent from the ARC.

A handwritten signature in black ink, consisting of a stylized 'm' followed by a wavy line.

3.14 APPROVED PLANTING LIST

– DEVIATIONS FROM THIS LIST WILL REQUIRE WRITTEN AUTHORIZATION FROM ARC

TREES

Afrocarpus (Podocarpus) falcatus
Apodytes dimidiata
Buddleja saligna
Buddleja salviifolia
Celtis sinensis (Exotic)
Ekebergia capensis
Erythrina lysistemon/caffra
Dombeya rotundifolia
Harpephyllum caffrum
Ilex mitis
Kiggelaria africana
Liquidambar styraciflua (Exotic)
Nuxia floribunda
Olea europaea subsp. africana
Pterocelastrus tricuspidatus
Plantanus acerifolia (Exotic)
Quercus palustris (Exotic)
Quercus nigra (Exotic)
Rapanea melanophloeos
Syzygium cordatum
Syzygium guineense
Trichilia emetica
Tarchonanthus camphoratus

SHRUBS & GROUNDCOVERS

Agapanthus africana
Agapanthus praecox
Anthospermum aethiopicum
Arctosis acualis
Aristea major
Asparagus densiflorus
Athanasia trifurcata
Babiana stricta
Bauhinia gaphinii
Barleria obtuse
Carissa macrocarpa
Carissa macrocarpa 'Green carpet'
Chasmathe aethiopica
Chrysanthemoides monolifera
Coleonema album
Coleonema pulchellum
Cotyledon orbiculata
Diascia barbarea
Dietes bicolor
Dietes grandiflora
Diospyros glabra
Elytropappus rhinocerotis
Erioccephalus africanus
Erica spp.



Euryops pectinatus
Felecia umelloides
Felecia filifolia
Freylinia tropica
Gardenia spp.
Gazania spp.
Grewia occidentalis
Helichrysum petiolare
Helichrysum teretifolium
Hemerocallis spp. (Exotic) (to be applied sparingly)
Hernandia spp.
Indigofera spp.
Jasminum glaucum
Kniphofia praecox
Lachenalia spp.
Lavandula spp (Exotic)
Leucadendron spp.
Leucospermum spp.
Leysera gnaphalodes
Lobostemon argenteus
Lobostemon fruticosus
Lobostemon montanus
Metalsia muricata
Mimetes spp.
Myrsine africana
Oedera capensis
Orphium frutescens
Otholobium frutican
Otholobium vigatum
Pelargonium spp.
Pentzia incana
Plectranthus neochilus
Plumbago auriculata
Polygala fruticosa
Protea species
Rosmarinus spp. (Exotic)
Salvia aurea
Salvia caerulea
Salvia chamelaeagnea
Searsia crenata
Strelitzia reginae
Trachelospermum jasminoides (Exotic)
Tecomaria capensis
Tulbaghia spp.
Zantedeschia aethiopica

GRASSES / RESTIOS

Aristida junciformis
Cyperus tectilis
Elegia capensis
Elegia tectorum
Ehrharta calycina
Harpachloa falx
Hyparrhenia hirta
Iuncus kraussii



Rhoadocoma capensis
Thamnochortus cinereus
Themeda triandra

WETLAND / AQUATIC / MARGINAL PLANTS

Cyperus prolifer
Juncus spp.
Chasmanthe spp.
Watsonia marginata
Zantheseschia aethiopica
Wachendorfia paniculata

SUCCULENTS: ALOES

Aloe aculeata
Aloe arborescens
Aloe barberae
Aloe cooperii
Aloe cryptopoda
Aloe dyeri
Aloe ferox
Aloe fosteri
Aloe globuligerama
Aloe grandidentata
Aloe maculata (yellow)
Aloe marlothii
Aloe striata
Aloe bainesii
Aloe capitata
Aloe dichotoma

SUCCULENTS: SEDUMS

Sedum floriferum
Sedum glaucophyllum
Sedum humifusum
Sedum nussbaumerianum
Sedum pachyphyllum
Sedum reflexum
Sedum spathulifolium
Sedum spurium

SUCCULENTS: GENERAL

Bulbine abyssinica
Bulbine frutescens
Bulbine latifolia
Carpobrotus acinaciformis (to be applied sparingly)
Carpobrotus edulis (to be applied sparingly)
Cotyledon orbiculata
Crassula arborescens
Crassula capitella



Crassula expansa
Crassula ovata
Cyphostemma juttae (Wild grape)
Delosperma cooperi
Diosanthemum micans
Diosanthemum speciosum
Echeveria glauca
Euphorbia mauritanica
Kalanchoe daigremontiana
Kalanchoe fedtschenkoi
Kalanchoe sexangularis
Kalanchoe thyrsiflora
Kleinia fulgens
Lampranthus affinis
Lampranthus coccineus
Portulacaria afra
Ruschia maxima
Senecio barbertonicus
Senecio ficiodes

CLIMBING PLANTS:

Clematis brachylata
Jasminum multipartitum
Podranea ricasoliana
Rhoicissus tomentosa
Senecio macroglossus
Wisteria spp.

HEDGE SPECIES:

Buddleja saligna
Buxus spp (Exotic)
Dodonaea angustifolia
Dovyalis caffra
Myrsine Africana
Plumbago auriculata
Tecoma capensis
Searcia crenata
Syzygium paniculatum



ANNEXURE 4: Submission Checklist

See next page.



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ANNEXURE 4: Building Submission Checklist

SUBMISSION HISTORY (for office use - ARC to complete)

SUBMISSION 1: DESIGN DRAWINGS	NOTES FROM ARCHITECTURAL REVIEW COMMITTEE (ARC)
Date drawings were received ____ / ____ / ____	
Date returned to applicant ____ / ____ / ____	
SUBMISSION 2: COUNCIL DRAWINGS	NOTES FROM ARCHITECTURAL REVIEW COMMITTEE (ARC)
Date drawings were received ____ / ____ / ____	
Date returned to applicant ____ / ____ / ____	

PARTICULARS OF APPLICANT

Home Owner

Address

contact number

Email address

REGISTERED ARCHITECT

Registered Architect's SACAP no.

Name of practice

Contact person

contact number

Email address

SITE INFORMATION

Site **LONGLANDS ESTATE | PH 1 EASTERN PRECINCT**

Erf No

Erf Area

Site survey (Option)

SUBMISSION 1: DESIGN DRAWINGS

DRAWINGS TO BE PROVIDED: (A3 only)	INCLUDED WITH SUBMITTED (please tick)	Compliance X ✓	Re-submission
1 A 1:200 Site plan with roof plan, building lines, 1m contours and roads			
2 All floor plans at scale 1:100 showing: retaining walls, pergolas, terraces, internal floor area and external dimensions. The position of any external services (heatpumps, airconditioning, batteries etc) and the nature of its screening system must be indicated on the floor plans and site plan.			
3 All elevations at scale 1:100 showing levels, heights (NGL & FGL, FFI) materials and finishes.			
4 A longitudinal section at scale 1:100 taken through the slope of the site and showing site boundaries, existing natural ground line, finished ground line and heights. Levels to be related to actual levels taken from Land Surveyor's survey drawings.			
5 Landscape plan (with roof plan) at scale 1:100 showing contours, existing and new trees, trees to be removed, building outline, all external structures e.g. decks, pergolas, paved areas, paths, terraces and retaining structures, as well as soft landscaping. The landscape plan must include a list of plants for the proposed landscape. (see ANNEXURE 3)			

When the sketch plans have received written approval from the ARC, the local authority plans can be drafted and submitted in accordance with Submission 1 approval

