

Shelley Point Home Owners Association

BUILDING DESIGN AND CONSTRUCTION RULES

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Welcome to Shelley Point



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Shelley Point Building Design and Construction Rules

1 PREAMBLE

- 1.1 The Building Design and Construction Rules (BDCR) are applicable to the design of Buildings within the perimeter of the Estate and related matters.
- 1.2 The aim with the BDCR is to provide a judicial framework safeguarding and promoting harmonious living and interaction within the Estate and managing and limiting the impact of the residential and infrastructural development of the Estate on the environment.
- 1.3 Key to the attainment of the aspiration to limiting the impact of the residential and infrastructural development of the Estate on the environment, is to ensure compliance with the aesthetic and other detailed requirements regarding Buildings in the Estate embedded in the BDCR.
- 1.4 The BDCR mainly support the construction of a variety of aesthetically pleasing homes well suited to modern living, reflecting the preferred architectural style of the Estate, comprising mainly of dark pitched roofs with parapet gables and white painted plastered walls.
- 1.5 All building work in the Estate is, among others, subject to the BDCR in force at a particular moment in time, but the HOA and the Committee may from time to time, as determined in the Constitution, make, amend, repeal, interpret, and align, the BDCR with a view to remaining in pace with current building and construction developments and lifestyle trends.
- 1.6 The BDCR replaces all Rules previously issued pertaining to the matters provided for therein and will be binding and take effect as contemplated in the Constitution, provided that any act performed, or waiver approved in accordance with previous Rules shall not be affected in any way.

2 INTERPRETATION AND STATUS OF THE BUILDING DESIGN AND CONSTRUCTION RULES

- 2.1 The BDCR are made in terms of paragraph 10 of the Constitution.
- 2.2 Unless the context otherwise indicates, the words and phrases used or referred to in the BDCR, will have the same meaning as ascribed to them in paragraph 3 of the Constitution (See, for ease of reference, **Annexure "C"** to this Rules).
- 2.3 Words and phrases appearing in the BDCR, that are not defined in the Constitution, will have the meaning ascribed to them as indicated herein:

Adjudicating Architect

means an Architect selected from a panel of Architects approved by the Committee to assess the Member submissions for the approval of Building Plans and to advise the HOA, with reference to the approved BDCR, on the approval of the submitted plans.

Agent/s

means the Registered Architect/s appointed by the HOA on the panel of Adjudicating Architects.

BDCR

means the Building Design and Construction Rules.

Building

means any construction, site works, or alterations to the external finishes or colour of an existing building, within the Estate.

Building Contractor

means a contractor accredited by the HOA in terms of paragraph 5.1.



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Building Design Manual	means the previously approved Rules of the HOA referred to in paragraph 10.1.2 of the Constitution, which were replaced with the Building Design and Construction Rules (BDCR) at the Annual General Meeting on 18 December 2021 and signed off by the Saldanha Bay Municipality on 10 February 2022.
Building Design and Construction Rules	means the Rules of the HOA pertaining to paragraph 10.1.2 of the Constitution, replacing the Building Design Manual, and BDCR will have the same meaning.
By-laws	means a By-law of the Saldanha Bay Municipality, and, depending on the context, a reference to a specific By-law.
Code of Practice	means the document attached to and/or incorporated into the Permitting Agreement, containing the construction rules of the HOA and the respective responsibilities of the HOA, Members and Building Contractors regarding compliance therewith, which is herein replaced with the Construction Agreement.
Construction Agreement	means the document (available on https://sphoa.co.za/wp-content/uploads/2022/08/SP-Construction-Agreement-Aug-2022.pdf) incorporated into the Permitting Agreement signed by the HOA, on the one hand, and the Member and the Building Contractor, on the other for each construction project following the Members' application to build, containing the detail of the construction rules of the HOA and the respective responsibilities of the HOA, Members and Building Contractors regarding compliance therewith.
Corsica Villas Guidelines	A set of Architectural Guidelines approved by the HOA and incorporated into the DBCR as Annexure D, applicable to a specific approved Land Use Scheme within the perimeter of the Estate, known as Corsica Villas.
Design Review Committee	means a committee appointed by the Trustees to consider and approve Member submissions for the approval of Building Plans on behalf of the HOA, with due regard to the advice of the appointed Adjudicating Architect, and subject to the provision that any deviation from the BDCR must be referred to the Committee for final approval, and DRC will have the same meaning.
Drawings	means, depending on the context, the Documentation approved, as to aesthetic and other requirements, by the Local Authority and/or the HOA, as applicable.
DRC	means the Design Review Committee as defined herein.
Documentation	means the drawings, specifications, diagrams, reports, etc. prepared in the prescribed format as required by the



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HOA and the Local Authority and submitted to the HOA in accordance with the Submission Guidelines, to consider a request of a Member for the approval of Building Plans.

Encroachment

means, with regard to Coastal Public Property adjacent to the Estate and any part of the Communal Property (including, but not limited to, Primary Dunes, Admiralty Land, Littoral Active Zones, Public Servitudes, identified Sensitive Coastal Areas, roads, sidewalks and any other land or open space outside the cadastral boundary of Erven), the following actions, or activities (irrespective of whether the Encroachment is of a temporary or permanent nature): placement of an item; erection of a fence, wall, barrier, swimming pool, or bridge; landscaping, gardening, planting, maintenance or removal of vegetation; placement, movement or removal of a dune; dumping, infilling or excavation of any material or disposal of soil, rubble or garden refuse, and Encroach and Encroaching within the aforementioned contexts, will have the same meaning.

Littoral Active Zones

means any land within the perimeter of the Estate, whether Coastal Public Property or Communal Property, which is unstable and dynamic as a result of natural processes, and characterised by dunes, sand bars and other land forms composed of unconsolidated sand, pebbles or other such material which is either unvegetated or only partially vegetated, which does not qualify as Primary Dunes.

Permitting Agreement

means the agreement signed by the HOA, the Member and the Accredited Builder allowing the Member and the Accredited Builder to commence with the approved building work on the identified Erf of the Member, which agreement shall incorporate the provisions of the Construction Agreement as a substantial and integral part of the agreement, and will only be signed after compliance by the Member and the Building Contractor with all the pre-building requirements stated in the BDCR and the Construction Agreement, available on <https://sphoa.co.za/wp-content/uploads/2022/08/Permitting-Agreement-Aug-2022.pdf>

Person Designated by the Committee

means a person authorised by the Committee, after consultation with the Environmental Sub-committee and on conditions set by the Committee, to perform the functions as described in these Rules, who may be a Member and/or an employee of the HOA, or any other person with appropriate knowledge of Environmental matters relevant to the Estate.

Primary Dunes

means the first dunes above the intertidal zone and consists of a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach



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- and subject to erosion and overtopping from high tides and waves during major coastal storms.
- Scrutiny Fee** means the fee payable to the Adjudicating Architect assessing a submission for approval of Building Plans against the provisions of the BDCR and the relevant Statutory Provisions.
- Sensitive Coastal Area** means an area declared or identified as such respectively by a relevant authority or the HOA.
- Submission Guidelines** means the document signed by the Member when submitting building plans, confirming the building plan procedure as well as details of the specific building project which is required for administrative purposes, and which is available on <https://sphoa.co.za/wp-content/uploads/2022/05/Submission-Guidelines-220510-E-PDF.pdf>
- Surveyor** means a person who is registered as a Geomatics Practitioner in accordance with the Geomatics Profession Act, 2013, and the related Regulations, with the statutory competency to sign-off on and to issue a certificate for the geomatics work performed as required by the context of the relevant provision of the BDC, provided that **Surveyor**, regarding the performing of the surveys reserved for Professional Land Surveyors in section 13(2)(b) of the Geomatics Profession Act, 2013, will mean a Professional Land Surveyor as contemplated in the Land Survey Act, 1997, as amended, appropriately registered in accordance with the provisions of the Geomatics Profession Act, 2013.
- Waterfront Plots** means Erven adjacent to Coastal Public Property.
- 2.4 The BDCR must be read in conjunction with and supplemented by related Statutory Provisions (See for example the National Building Regulations issued in terms of the National Building Regulations and Building Standards Act, 1977, as amended, and the By-laws pertaining to Municipal Land Use Planning, Public Nuisances, Public Amenities, House Shops, etc.), the Constitution and the General Rules.
- 2.5 The joint responsibilities of the Member, the Building Contractor, and the HOA, regarding construction work on the Estate and related matters, are embedded in the terms and conditions of the Permitting Agreement and must be interpreted and given effect in accordance therewith, subject to any applicable Statutory Provision.
- 2.6 The HOA may introduce design guidelines more restrictive than the rules provided for in the zoning scheme with a view to preserving the architectural style and harmony of the Buildings on the Estate, provided that such restrictions may not conflict with any By-law (See section 29(4) and (8) of the 2015 By-law). Building design restrictions issued in the BDCR not provided for in the zoning scheme, if any, have been issued by the HOA in accordance with the empowering provisions of the 2015 By-law.
- 2.7 The BDCR, as amended from time to time, will have no retroactive effect and any act performed in contravention of the provisions of the BDM, the BDCR, the Code of Practice, or the Construction



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Agreement, as applicable at a particular time, and not condoned by the Committee, or resolved by an appropriate agreement between the Member and the HOA, is not condoned by any amendment to the BDCR following such and any decision taken by the HOA regarding the breach remain in force until repealed or amended by the HOA. The HOA may, based on written presentations by an affected Member and considering the circumstances resulting in the breach, the impact thereof on the rights of other affected Members, the remedial actions imposed by the HOA, and the time that has elapsed since the breach occurred, decide to enforce compliance, or take any other decision that may be reasonable, provided that any Penalty imposed by the HOA will remain in force and effect.

- 2.8 The provisions of the BDCR and the Permitting Agreement, apply to all building work on the Estate, inclusive of any new addition to or maintenance of an existing Building.
- 2.9 Departures from the BDCR and the standard provisions of the Permitting Agreement will only be considered by the Committee on merit, and if in the opinion of the Committee so required, after the approval of affected neighbours.
- 2.10 Arguments advanced in support of a deviation from the current BDCR and/or the current Permitting Agreement, with reference to Buildings designed and constructed in accordance with the BDM, the Code of Practice, the BDCR and/or the Permitting Agreement in force at the time of construction, will not be regarded as a precedent or conclusive evidence for the justification of a proposed deviation from any existing rule.
- 2.11 The headings to the provisions in the BDCR are for reference purposes only and shall not be definitive in the interpretation of the provisions and/or its applicability.
- 2.12 The BDCR is not applicable to Coastal Public Property adjacent to the Estate and any Public Amenities that may be situated adjacent to or within the perimeter of the Estate, as the HOA has no jurisdiction regarding such.
- 2.13 In the event of any conflict between the provisions of the BDCR and the provisions of the Constitution, the provisions of the Constitution prevail, and similarly, in the event of any conflict between the provisions of the Constitution/BDCR and the provisions of any relevant Statute or By-law, the provisions of the Statute or By-law will prevail.
- 2.14 In the event of any conflict between the provisions of the BDCR/General Rules and the Permitting Agreement, the provisions of the Permitting Agreement will enjoy preference.
- 2.15 The provisions contained in the BDCR are severable and divisible as to each provision, or part thereof, and should any provision be declared invalid or unenforceable by a competent court, such a finding will, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- 2.16 The BDCR are binding and equally applicable to all Members without any form of discrimination, and Members agree to adhere to the provisions of the BDCR.
- 2.17 Notwithstanding the fact that an act or omission constituting a breach of a Statutory Provision is not referred to in the Constitution, or the BDCR, the Committee must act in accordance with any statutory obligation arising from such breach with a view to protecting the Committee and its members from any liability and safeguarding the interests of the Members and the Residents.
- 2.18 Members are responsible for ensuring that Building Contractors are made aware of and abide by the provisions of the Constitution and the Rules of the Estate.
- 2.19 Members will be responsible and accountable for transgressions of any Rule of the Estate by the individuals or entities referred to in paragraph 2.18 above (not constituting a breach of the terms and



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conditions of the Permitting Agreement) during their presence on the Estate while providing a service to the Member within the scope of the Permitting Agreement.

- 2.20 While the Committee and Management will make every reasonable effort to enforce the provisions of the BDCR, any failure on their part to pursue matters shall not give rise to any liability by the HOA, the Committee, Management, or any other functionary of the HOA, unless such failure constitutes a breach of a legal obligation in terms of a Statutory Provision and/or resulted in loss or damage of whatever nature recoverable in law.
- 2.21 Any relaxation, extension of time, delay or failure (collectively called "relaxation") by the HOA, the Committee, Management or any other functionary in exercising any right or acknowledging any obligation under the Constitution, the Rules, the Permitting Agreement, or any Statutory Provision, will not be construed as a waiver of that right or obligation, and will not preclude the HOA, the Committee or its functionaries, from subsequently exercising or enforcing any of its rights and obligations, nor will any relaxation constitute a waiver of any kind.
- 2.22 A waiver of any right under the Constitution and the BDCR, will only be binding on the HOA to the extent that the waiver has been reduced to Writing, does not constitute a transgression of any Statutory Provision, and has been approved by the Members at a General Meeting, or a delegate of the HOA in accordance with the approved Delegation Framework.
- 2.23 Any Member of the HOA, service providers, contractors (inclusive of sub-contractors) have the right to take appropriate action in a competent court of law, or to approach CSOS, to protect or give effect to any right, embedded in the Constitution, the Rules, in common law and/or a Statutory Provision, irrespective of whether the HOA has pursued the matter, or not.
- 2.24 Without impacting negatively in any way on the right of the HOA to approach a competent court for appropriate relief, persistent and habitual transgression of the Constitution and the BDCR entitles the Committee to impose remedial actions not provided for in the BDCR, provided that the remedial actions and any Penalties are rational, reasonable, and based on the facts before the Committee, considering mitigating/aggravating circumstances as well.
- 2.25 In disputes between Members/Building Contractors and the HOA pertaining to matters in the BDCR, the disputants are notwithstanding the provisions of paragraph 2.23 and 2.24 strongly advised to endeavour to resolve their differences, in the first instance, by following the protocol described in paragraph 7 below.
- 2.26 Where the consent, agreement, or permission of the HOA, the Committee or Management is required, the request must, among other, refer to the reason for the consent, agreement or permission required, and, in the event of the HOA, Committee or Management's refusal or withholding of such consent, agreement, or permission, the person whose rights has been negatively affected by the decision may exercise his rights of review, or appeal, as appropriate, or may seek any other appropriate relief in a competent forum or court of law.

3 DELEGATION OF AUTHORITY AND ACCESS TO BUILDING SITES

- 3.1 Save where the provisions of the Constitution and the BDCR clearly indicate otherwise, the authority to apply, manage and monitor compliance with the BDCR has been delegated as contemplated in paragraph 3 of the Constitution by the HOA to the Committee and by the Committee to the Estate Manager, with due regard to their respective consultative obligations and explicit restrictions placed by the relevant authority to act, or further delegate.
- 3.2 The authority to apply, manage and monitor compliance with the administrative processes and procedures pertaining to the BDCR, has been delegated to the Estate Manager.



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- 3.3 The authority to conclude Permitting Agreements and to monitor and enforce compliance with the terms and conditions thereof, has been delegated to the Estate Manager.
- 3.4 The authority to approve Building Plan submissions of Members has been delegated to the DRC subject to the provision of paragraph 4.2.1.5. The DRC decides on matters by majority vote, and in the instance of a tie, the matter will be referred to the Committee for a final decision.
- 3.5 The Committee may withdraw any of the delegations of authority contemplated in paragraph 3.2 to 3.4 at any time or redirect the delegated authority to a Trustee or another Sub-committee of the Committee, or take any other action allowed in terms of the Constitution, should such withdrawal or redirection be in the best interest of the Estate, the Members, or the residents at large.
- 3.6 Members must allow access of the Committee, the Estate Manager, or any other appointed official to enter their property during construction to perform appropriate inspections, using recognised methods with due diligence and care, with a view to ensuring compliance with the BDCR. In this regard everything reasonably possible will be done to prevent or mitigate any damage to property that may result from the inspection or any related procedure. The Member, or his designated representative, is allowed to attend any of the inspections, which will always take place at the risk of the respective parties.

4 BUILDING DESIGN AND CONSTRUCTION RULES

4.1 Design of Buildings

- 4.1.1 To maintain the required Standards, all building work of any nature which requires the submission of Plans to the Local Authority, must be designed by a SACAP (South African Council for the Architectural Profession) registered professional under the following categories:
- (i) Professional Architect (Pr Arch.),
 - (ii) Professional Senior Architectural Technologist (Pr SArch.T),
 - (iii) Professional Architectural Technologist (Pr ArchT.)
 - (iv) Professional Architectural Draughtsperson (PrArch Draught.).

4.2 Approval, Related Documentation and Scrutiny Fees

4.2.1 Approval

- 4.2.1.1 All proposed Building Plans submitted by Members must be approved by the HOA prior to the submission of any Documentation to the Local Authority. Submissions must conform to the Submission Guidelines and must be in PDF format drawings and emailed to manager@sphoa.co.za. No hand written or sketched alterations to drawings will be accepted.
- 4.2.1.2 All alterations to Building Plans or structures before or during construction, whether the approval of the Local authority is required for such or not, which influence the outside appearance (aesthetics) of a property, must be submitted in writing to and approved by the HOA, and the HOA reserves the right to submit such to the Adjudicating Architect for advice as well.
- 4.2.1.3 Only after having obtained the final approval contemplated in paragraph 4.2.1.1 and 4.2.1.2, Building Plans may be submitted to the Local Authority for approval in accordance with the applicable Statutory Provisions.
- 4.2.1.4 The Local Authority is obliged not to accept plans for approval which are not approved by the HOA, and should Local Authority approval be obtained, for whatever reason, without the pre-approval of the HOA, such plans will not be valid or recognised by the HOA until duly submitted and approved by the HOA.



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- 4.2.1.5 The DRC approve submitted Building Plans, provided that any deviation from the BDCR, or non-acceptance of the advice of the HOA appointed Adjudicating Architect must be referred to the Committee for a final decision. The DRC will decide on the approval or referral, as the case may be, within 10 Weekdays after receiving the final advice from the Adjudicating Architect. Approval of the plans by the DRC and Adjudicating Architect confirm compliance with the BDCR and the General Rules of the Estate only and does not confirm compliance with any other relevant statute of By-Law. The DRC and the Adjudicating Architect will not be liable for any damage, of whatsoever nature, resulting from such non-compliance.
- 4.2.1.6 With a view to facilitating the processes pertaining to the matters delegated to the DRC and to clarifying, illustrating, and further explaining, in whichever way the DRC find appropriate, relevant provisions of the BDCR to Members, Building Contractors and other service providers, the DRC may prepare a manual or guiding document, which must be submitted to and approved by the Committee, provided that the manual or guiding document may not contain any procedure or building design and construction prescript conflicting with the provisions of the BDCR, and should any conflict arise between the provisions of the manual or guiding document and the provisions of the BDCR, the provisions of the BDCR will take preference.
- 4.2.1.7 The approval or rejection of any proposed Building Plan by the HOA is final and binding upon the Member.
- 4.2.1.8 No construction work, of whatsoever nature, requiring the approval of the Local Authority and/or the HOA, may be commenced with until the HOA and the Local Authority, as applicable, have approved the plans submitted in respect of the work to be conducted, the Permitting Agreement has been signed by the Member, Building Contractor and the HOA, and all pre-commencement provisions have been complied with, inclusive of the full payment of levies due and payable to the HOA regarding the particular property.
- 4.2.1.9 The HOA has the right to require a Member to remove or demolish any unapproved structure or structures deviating from approved plans, or to do such for the account of the Member and to impose a Penalty.
- 4.2.2 Documentation**
- 4.2.2.1 Members applying to the HOA for the approval of Building Plans must submit in the prescribed format the following Documentation containing at least the information as indicated under this heading.
- 4.2.2.2 A fully completed and signed copy of the Submission Guidelines.
- 4.2.2.3 All plans, elevations and sections are to be dimensioned, annotated, and drawn to scale.
- 4.2.2.4 Site and all floor plans, showing building lines, contours, datum level and floor levels, and any proposed excavations, walls, swimming pool, driveway, etc., in not less than A2 size.
- 4.2.2.5 The site plan must indicate the road name on the driveway boundary, as well as the name(s) of any other road(s) adjacent to the property, all surrounding Erf numbers, existing trees (palms) and any other existing services (such as lamp posts, utility access holes, electrical connections).
- 4.2.2.6 All elevations of all buildings, structures, walls, gates, the natural ground level, floor and building height levels, material and colour details for roofs, windows, doors, gutters, rainwater downpipes, columns, poles, awnings. Boundary walls must be shown as dotted lines on the elevations.



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- 4.2.2.7 Sections showing heights of building and natural ground line. Heights indicated must relate to benchmark level from topographic survey.
- 4.2.2.8 Proposed external finishes and colour scheme.
- 4.2.2.9 A Surveyor's height certificate confirming the applicable restricted height in accordance with the Guidelines for that erf (heights indicated as per height certificate relating to benchmark, and permissible height line to be applied to all Sections & Elevations on submitted drawings).
- 4.2.2.10 Area calculations, including floor areas, coverage (all hard-roofed patios, verandas, and similar areas are to be included in all coverage calculations) and roofs (with flat roof percentage, if applicable – balconies and roof terraces to be shown separately and does not form part of roof area, but does form part of coverage).
- 4.2.2.11 Plan author title block and include both the registered persons registration number (as per paragraph 4.1.1) and signature.
- 4.2.2.12 Any other information required by the HOA or its Agents.
- 4.2.2.13 Submissions of Members not complying with the provisions of paragraph 4.2.2.2 to 4.2.2.12 will be rejected, and any cost associated with such will be for the account of the Member.

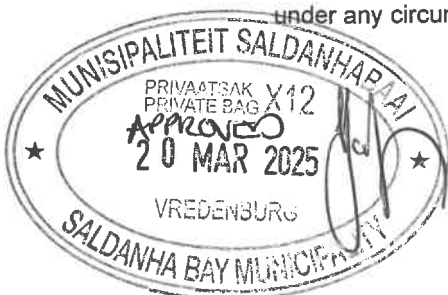
4.2.3 Scrutiny Fee

- 4.2.3.1 A Scrutiny Fee is payable for each submission by or on behalf of the Member to the HOA for disbursement to the appointed Adjudicating Architect to scrutinize submitted Documentation.
- 4.2.3.2 The Scrutiny Fee is based on the time charge for two hours of a Principal of an Architectural Practice, as recommended by the Institute of South African Architects, and must accompany the submission. The Scrutiny Fee will cover for 2 submissions (the first submission and one re-submission).
- 4.2.3.3 An additional Scrutiny Fee, to the value of the time charge for one hour of a Principal of an Architectural Practice, as recommended by the Institute of South African Architects, will be payable for each subsequent re-submission.
- 4.2.3.4 The HOA is entitled to return submissions from Members for the approval of Building Plans with comment/recommendation, and if necessary, request revised drawings, all for the account of the Member.

4.3 Building Restrictions

4.3.1 General

- 4.3.1.1 The Member shall ensure that the provision of all plant and materials are compliant with the National Building Regulations, the NHBRC guidelines, the approved specifications, the guidelines specifically set down for the Estate, and the instructions issued by HOA based on statutory approvals and environmental restrictions, issued from time to time.
- 4.3.1.2 Notwithstanding the provisions of paragraph 4.3.1.1, walls are to be constructed of clay brick or cement bricks only. Concrete blocks are not permitted, except for the construction of boundary walls.
- 4.3.1.3 Coastal Public Property and Communal Property, especially, but not limited to, the Primary Dune, Littoral Active Zones, Admiralty Land and Sensitive Coastal Areas, may not be disturbed under any circumstances, either before, during or after building operations.



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- 4.3.1.4 No Encroachment within the perimeter of the Estate is allowed.
- 4.3.1.5 Prior to the commencement of any site clearance in accordance with the terms and conditions of the Permitting Agreement, a Person Designated by the Committee must be allowed to do a survey of the property with a view to identifying species of conservation concern (See the International Union for Conservation of Nature's Red List of Threatened Species) and the HOA reaching an agreement with the Member regarding appropriate measures to preserve or remove such.
- 4.3.1.6 Notice must be given by the Member and/or the Building Contractor to the Estate Manager at least five Weekdays before the contemplated date of site clearance referred to in paragraph 4.3.1.5 above.
- 4.3.2 Building Lines**
- 4.3.2.1 Building line means an imaginary line within the cadastral boundary of an Erf, indicating the area between such imaginary line and the cadastral boundary of the Erf within which the erection of buildings and structures, as determined from time-to-time, are completely prohibited, or only allowed subject to conditions.
- 4.3.2.2 All boundaries, which are not road boundaries, or do not intersect with a road shall be regarded as rear or back boundaries.
- 4.3.2.3 Boundaries intersecting with a road shall be regarded as side boundaries.
- 4.3.2.4 Building lines shall function 4.5-metre from all road boundaries; 2-metre from side boundaries (i.e., those boundaries intersecting with a road); 3-metre from rear, golf course and sea boundaries, but where (in the Golf Course Phase) a rear boundary is not facing the golf course, a 2.0-metre building line will be permitted as to maximize the buildable area of the smaller sites.
- 4.3.2.5 Where a plot is bordered by two or more roads, the road that gives access to the plot ("the access road") will be considered as boundary for the 4,5-metre building line, whilst the building line on the non-access road side shall be 3-metre except where a non-access road is the Golden Mile Boulevard in which event a 4,5-metre building line will still apply.
- 4.3.2.6 Where a plot has more than one rear boundary (i.e., not a road boundary or a boundary intersecting with a road, for example, panhandle plots), only one of these boundaries shall have a 3-metre building line, while a 2-metre building line shall apply to all other rear boundaries.
- 4.3.2.7 In respect of a corner plot located within the Golf Course Phase and which is bordered by a non-access road on one or both sides a building line of 2-metre will be considered for one street only.
- 4.3.2.8 Garages may, with the consent of the adjacent Member/s, be built up to the boundary line, provided that the roof shall not fall/slope towards the boundary or have an overhang onto a neighbouring site boundary, except in the case of side boundaries of Waterfront plots, as visual access to the Coastal Public Property from properties located behind the Waterfront plot shall not be encroached upon or impaired. The roof of a garage thus built may not have a flat accessible roof which could be used as an overlooking feature.
- 4.3.2.9 Flower boxes may be built onto boundary walls. The height of these structures may not exceed 500mm and the width may not exceed 600mm into the building line. These structures must be brick & mortar, plastered and painted white with a smooth finish to match boundary walls.



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Neighbours consent and approval of the Local Authority, as may be required, must be received.

4.3.2.10 Storage for Gas Cylinders may be built onto boundary walls and exterior walls of the main structure. Where built onto boundary walls, the height of these structures must be below the height of the boundary wall and may not exceed 1500mm in total length or 500mm in total width. Where built onto the exterior walls of the main structure the maximum allowable height will be 1800mm, the allowable length will be 1500mm and the allowable width will be 500mm. These structures must be brick and mortar, plastered and painted white with a smooth finish to match boundary walls, or walls of the main structure, as applicable. Where these structures encroach into the building line space, neighbours' consent and approval of the Local Authority must be received. All Gas installations must be done in accordance with SANS 10087 Regulations.

4.3.2.11 Members owning certain Waterfront plots are subject to a further development setback line to take into consideration. This setback line might restrict building activities further than 3-metre from the front boundaries in certain areas, as per the Development Conditions of Approval set by the Local Authority.

4.3.3 Height Restrictions (Phases as per Annexure "A")

4.3.3.1 PHASE 1

In Phase 1, the Waterfront plots have a height restriction of 6,5-metre and the rear plots 9,0-metre.

4.3.3.2 PHASE 2

For Phase 2, the Waterfront plots have a height restriction of 5,0-metre, rear plots 7,0-metre and plots on the ridge adjacent to the jogging trail 9,0-metre.

4.3.3.3 PHASE 3

For Phase 3, Waterfront plots have a height restriction of 5,5-metre, rear plots 7,0-metres and plots on the ridge adjacent to the jogging trail 9,0-metre.

4.3.3.4 PHASE 4

In Phase 4, the Waterfront plots have a height restriction of 5,0-metre and the rear plots 7,0-metre.

4.3.3.5 PHASE 5

For Phase 5, the Waterfront plots have a height restriction of 4,0-metre, rear plots are between 6,0-metre to 8,0-metre and plots on the ridge adjacent to the jogging trail 9,0-metre. (plots east of the jogging trail are measured from the furthest boundary from the sea) (See Annexure "B").

4.3.3.6 PHASE 6

For Phase 6, plots on the ridge adjacent the jogging trail have a height restriction of 9,0-metre and 6-metre for all other plots.

4.3.3.7 PHASE 7

For the GOLF COURSE phase, all plots have a height restriction of 7,5-metre.



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4.3.3.8 PHASE 8

For Phase 8, the height restriction is 9-metre everywhere.

4.3.3.9 A prescribed height restriction means that no part of the Building, except the chimney and parapets may be higher than the restricted height above ground level. Piers or stilts are not permitted. The datum level for measuring the height restriction is the average level of the highest adjacent boundary pegs except for the golf course facing plots in the Golf Course Phase where the pegs are those deemed to be furthest from the road.

4.3.3.10 Height Certificate by a Surveyor is to accompany the submission Documentation.

~~4.3.3.11~~ An "As built" Height Certificate issued by a Surveyor (preferably the same Surveyor who issued the original Height Certificate), is a further requirement from the Local Authority as a condition to obtain an Occupancy Certificate. Height restrictions must be adhered to at all times.

4.3.4 Siting of Buildings

4.3.4.1 Members are advised to consult with their neighbours when planning their homes.

4.3.4.2 The positioning of a new Building should not unreasonably affect the amenities of nearby properties. For example, servants' quarters and entertainment areas should be sensitively positioned, and the neighbour's privacy should be considered.

4.3.4.3 A new Building shall take into consideration the existing adjacent Buildings and shall be designed to complement such.

4.3.4.4 Notwithstanding the provisions of paragraph 4.3.4.1 to 4.3.4.3, the HOA will not be accountable to the Owners of adjacent properties for the impact, or potential impact, of any construction on the use or value of their property due to the siting and/or design of a particular new building which conforms to the BDCR.

4.4 Accommodation Requirements

4.4.1 Size of House-All Phases

4.4.1.1 There is a minimum requirement of 120 sq. metre of habitable floor area. This excludes garages, stores, patios etc.

4.4.2 Garages

4.4.2.1 Each property to have a minimum of one (1) garage and is to be provided with a carriageway crossing and completed paved driveway.

4.4.2.2 At least one additional on-site parking bay is to be provided.

4.4.2.3 The number of garage doors facing the street front is restricted to two, single or double. Loose-standing garages are allowed.

4.4.3 Outbuildings

4.4.3.1 Outbuildings must be in the same style and finish as the house.



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- 4.4.3.2 The Rules applicable to Main Buildings (excluding Drying Yards) regarding the encroachment on Building Lines, apply to Outbuildings undiminished.

4.4.4 Ancillary Buildings

- 4.4.4.1 No prefabricated stores, Wendy houses or other temporary structures shall be erected, except during construction when site-huts/stores may be permitted which must be removed on completion of the contract.

4.4.5 Interiors

- 4.4.5.1 The interior design and decoration are unrestricted.

4.4.6 Accommodation and Coverage

- 4.4.6.1 Coverage (area under roof) may not exceed 50% of the site area which, apart from the covered footprint of the residence, would also include garaging, carports, gazebos, regardless of the form of roof or covering (excluding Roof Overhangs). Pergolas are not included in the coverage calculation, as this type of structure may not have a solid roof covering.

4.5 Aesthetic Requirements

4.5.1 Plan Forms

- 4.5.1.1 Plan forms must be rectangular or composite of rectangular forms. No curved or other shapes will be permitted.

4.5.2 Roofs

4.5.2.1 General

- 4.5.2.1.1 Roofs are to be double pitched and equally pitched between a minimum of 25 degrees and a maximum of 45 degrees. The same pitch must be used throughout, with equal lengths on either side of the roof pitch (symmetrical).
- 4.5.2.1.2 Gable ends covered by roof tiles and fascia must be built to the roof level and be equally proportioned both sides of the ridge.
- 4.5.2.1.3 Roofs must be rectangular in plan. Mansard roofs are not permitted.
- 4.5.2.1.4 Gables ends should be simple. No curved or decorative gables will be permitted. Open gables (overhangs exceeding the prescripts of paragraph 4.5.2.7.1) will only be allowed with the approval of the Adjudicating Architect and the DRC and must conform with the architectural design of the Main Building, be walled on both sides, and may not exceed 20% of the total roof area.
- 4.5.2.1.5 Gable ends must be provided on all roofs except thatch, where hipped gables are acceptable.
- 4.5.2.1.6 Roof Proportion: Roof height to wall height must be between 1:1 and 1:5.

4.5.2.2 Roof Materials

Permitted
Slate (Natural Stone)

Not Permitted
Profiled sheeting



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Fibre cement slates
Thatch
Corrugated Sheetting*
Cement tiles (RENOWN, ELITE
or DOUBLE ROMAN profiles)

Steel tiles
Corrugated asbestos sheets
Mediterranean style (Rounded) tiles, other
than Double Roman
Foam Concrete

* Corrugated sheetting may be used for roofs of patios, verandas, entrance halls (foyer), and carports only and must be concealed from all visible sides by (RC | masonry) columns & beams. If covered, this must be included in the 20% flat roofed area as well. The aesthetics must be approved by the Adjudicating Architect and the DRC.

Note: The roof material selected should be consistent on a particular property.

4.5.2.3 Thatched Roofs

4.5.2.3.1 All thatched roofs must be fitted with a fireproof blanket e.g., "Glasstex," or alternatively treated with a fireproof coating, inside and outside, approved by the CSIR, e.g., "Thatchsayf" (more expensive). This will lower insurance premiums, is safer for neighbouring Buildings and keeps the dust out.

4.5.2.3.2 Furthermore, all Municipal By-laws regarding thatched roof houses MUST be complied with.

4.5.2.3.3 A Member in breach of any of these provisions may be liable to other affected Members for any damage sustained because of non-compliance with the provisions of paragraph 4.5.2.3.1, including for consequential losses. Members owning thatched roof houses indemnify the HOA from any recourse from Members affected by the non-compliance.

4.5.2.4 Flat Roofs

4.5.2.4.1 The SPHOA will allow, at their sole and absolute discretion, part of the roof to be flat for as a link between pitched roof elements and as limited feature elements only. Flat roofs may also be used to link building forms and elements (for instance to achieve angled plan forms).

4.5.2.4.2 The roofs in paragraph 4.5.2.4.1 shall be constructed of reinforced concrete, finished with a suitable waterproofing or timber slats (no metal finishes will be allowed except in the case of patio and carport roofs – refer clause 4.5.2.2).

4.5.2.4.3 Flat roofs may only constitute 20% or less of the total roof area of a house, excluding balconies and roof terraces directly accessible from and connected to the upper storey rooms. A viewing deck, or any similar space, accessible by ladder or staircase only will form part of the 20% allowable flat roof area.

4.5.2.5 Hipped Roofs

4.5.2.5.1 Cement tiles such as the COVERLAND ELITE, RENOWN and DOUBLE ROMAN fibre cement slates may be used as roof finish. All other profiles will not be considered.

4.5.2.5.2 A further proviso to hipped roofs is that an overhang of between 200mm and 450mm should be applicable all around. An exception would be where corbelled mouldings are considered. These mouldings will have to protrude beyond the wall face by at least 200mm.

4.5.2.5.3 Details and moulding profiles are to be submitted for approval with the Documentation.

4.5.2.6 Roof Colours



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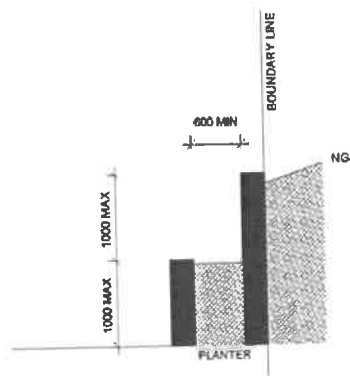
- 4.5.2.6.1 Natural Grey Slate, Natural Thatch, Dark Grey, or Black Tiles.
- 4.5.2.7 **Overhangs**
- 4.5.2.7.1 All roofs must have an overhang of between 200mm and 450mm.
- 4.5.2.7.2 Where gable walls are used, a maximum overhang of 450mm is permitted. Clipped eaves will also be considered. The same will apply to dormer windows where fragmented fascia lines will result.
- 4.5.2.8 **Dormer Windows**
- 4.5.2.8.1 Dormer windows are allowed in pitched roofs and must be triangular or rectangular in shape.
- 4.5.2.8.2 Dormers must be spaced apart and may not be attached and may not project beyond the vertical surface of the wall.
- 4.5.2.8.3 Curved or arched dormers will only be permitted where thatched roofs are used.
- 4.5.2.9 **Roof Lights**
- 4.5.2.9.1 Rectangular roof lights will be allowed.
- 4.5.2.9.2 Roof lights must be flush with the slope of the roof.
- 4.5.3 **External Walls**
- 4.5.3.1 Walls should have clear, plain smooth plastered surfaces and painted or finished in White. No other finish is permitted.
- 4.5.3.2 As arches are part of the traditional Cape Architectural vernacular, segmented and full arches in well-designed proposals could be considered at the HOA's discretion.
- 4.5.4 **Retaining Walls, Terracing and Embankments**
- 4.5.4.1 Any embankment raising a ground level may not exceed 1,5-metre in height and must be established in accordance with the angle of repose specified for that material with at least a 10% margin. All embankments created must be properly compacted and stabilized to preclude erosions run off into the storm water system or onto neighbouring properties.
- 4.5.4.2 All artificial changes of level which are steeper than the natural angle of repose of the soil material on site must be supported by a Loffelstein or similar equally approved site works support system. Such artificial systems should be planted to provide a visual effect as far as possible in keeping with the natural fynbos vegetation.
- 4.5.4.3 Massive retaining structures should be avoided. Staggering of retaining walls is encouraged over Loffelstein, stepped in levels not exceeding 1m in height with sufficient horizontal steps to allow plantings – min 600mm planting space. (See **Figure 1** below)
- 4.5.4.4 All retaining walls or structures exceeding 1.0m in height must be installed professionally and be designed and supervised by a registered structural engineer —(in all cases where the height exceeds 1,5m), or strictly in accordance with the manufacturers' specifications.



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- 4.5.4.5 Retaining walls are preferably to be reinforced masonry elements, or reinforced concrete, plastered and painted white.
- 4.5.4.6 All retaining walls must be built prior to the commencement of the house structure to ensure that lateral support of the embankments is provided during construction. Only once these retaining walls are built may the construction of the house itself begin.
- 4.5.4.7 Under no circumstances is the NGL of adjoining sites to be disturbed. The submitted drawings must endorse the above and be detailed to show the construction methodology to achieve the above. Where retaining walls result in level differences of more than 1m, adequate protective walls or balustrades are to be affected to comply with SANS safety regulations (minimum 1m high above **retained ground level**).

Figure 1



4.5.5 Plumbing Pipes

- 4.5.5.1 Prominent plumbing pipes (particularly from upper storeys) must be concealed within brick plumbing ducts which must be indicated on plan. These plumbing ducts may not encroach over the building line.
- 4.5.5.2 Visible branches to a VBV may not exceed 300mm.
- 4.5.5.3 Except for services to the ground floor which are not visible from outside the cadastral boundaries of the property, externally (brick and mortar) boxed-in pipework, integrated to the satisfaction of the Adjudicating Architect and the DRC with the architectural design of the Main Building, may be allowed, subject to other conditions that may be determined by the DRC from time-to-time.
- 4.5.5.4 Ground floor waste pipes must deposit over a plastered and painted brick gulley trap and not connected directly to the soil pipe.

4.5.6 External Doors and Gates

4.5.6.1 Recommended Shapes and Proportions

- 4.5.6.1.1 External doors and gates must be rectangular, of simple design, without curved or triangular fanlights or decoration surrounds such as rusticated quoins or mouldings.

4.5.6.2 Door Materials



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4.5.6.2.1 Doors should be of a minimalistic design and match the general aesthetic appearance of the building.

4.5.6.3 Garage Doors

4.5.6.3.1 Garage Doors must be of a maximum 4880mm wide and in timber or glass fibre or Zinalume. The style should be the traditional horizontal, vertical, diagonal or chevron planking pattern or panelled. Colour to be kept consistent throughout and match the colour of Window frames.

4.5.6.3.2 No reflective material and window panels of whatever nature will be allowed on garage doors.

4.5.6.4 Gates

4.5.6.4.1 Gates shall be of solid timber properly framed and braced with horizontal, vertical, or diagonal planking, or of galvanized painted steel of simple design (*See colour guidelines).

4.5.6.4.2 Aluminium gates to suit fenestration elements, are also allowed (*See colour guidelines).

4.5.7 Windows

4.5.7.1 General

4.5.7.1.1 Window proportions should be either square or a rectangle and of moderate size. In certain cases, they may be joined together.

4.5.7.1.2 Arched or raking heads are not permitted.

4.5.7.1.3 Triangular fixed lights not exceeding 60% of the surface area of the gable-end, calculated from above wall plate height, may be used at the top of gables of double volume roofs. The shape of the triangular light should be symmetrical across the vertical centre line of the gable.

4.5.7.2 Window Frame Materials

4.5.7.2.1 Powder coated aluminium is recommended (See colour guidelines).

4.5.7.2.2 Timber or white PVC may also be used (See colour guidelines).

4.5.7.2.3 Colour to be kept consistent throughout and match Garage Doors.

4.5.7.2.4 Steel frames are not permitted.

4.5.7.2.5 Powder coated aluminium (colour: Bronze) is allowed to replace existing wooden frames in the Tatch Complex situated in Phase 1.

4.5.7.3 Glass

4.5.7.3.1 The use of reflective glass or reflective film is prohibited.

4.5.7.4 Shutters

4.5.7.4.1 External shutters must be able to cover the entire window when closed. Mock shutters smaller than their windows are not acceptable.



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4.5.7.5 Roller Blinds

- 4.5.7.5.1 External Roller Blinds may be fitted into open spaces with the approval of the DRC. The colours of these blinds must conform to the Colour Guidelines specified in Clause 4.5.8

4.5.7.6 Burglar Bars

- 4.5.7.6.1 Bars should be of a simple rectangular form placed internally. If possible, they should line up with the window mullions. Polycarbonate clear burglar bars may be used.

4.5.8 Colour Guideline

- 4.5.8.1 External walls are to be painted white only.

- 4.5.8.2 Door, Gate, Window, Fascia, Barge Board, Balustrade, Stoep Pole, Exposed Timber, etc.: Recommended finishes are sealed, natural or dark stained timber or painted White, Grey*, Black, or Dark Green* or Dark Blue*.

(* These Colours must be approved by the Design Review Committee, if any varying hues are considered).

4.5.9 Chimneys

- 4.5.9.1 Chimneys are important traditional elements and must be plastered masonry.
- 4.5.9.2 Hanging chimneys are not acceptable. If possible, they should form part of a gable end.
- 4.5.9.3 All chimneys of open fires and braais are to be fitted with Stainless Steel gauze spark retarders to the approval of the HOA.
- 4.5.9.4 Chimneys of thatched houses must be higher than the ridge of the roof.
- 4.5.9.5 Metal chimney stacks from closed fire places are allowed and must be no higher than 1m above intersection with roof structure. Such chimneys may protrude through an exterior façade, provided that any encroachment on the building line will be subject to recommendation of the HOA and approval by the Local Authority, and provided further that the protruding chimney comply with minimum specifications that may be determined by any other relevant authority, as well as any additional requirements the TC, on recommendation of the DRC, may determine from time-to-time.
- 4.5.9.6 Fire pits and braziers are not allowed.
- 4.5.9.7 Extractor units installed on chimneys must be black and non-reflective.

4.5.10 Yards

- 4.5.10.1 Each property is to have a drying yard to obscure washing from neighbouring properties and public areas.
- 4.5.10.2 All yard walls (kitchen, drying, courtyard) should be plain, plastered brick with a simple coping painted White. They must be high enough to provide the necessary screening but not exceed 2-metre in height.
- 4.5.10.3 All yard walls must be indicated on the plan.



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- 4.5.10.4 It is a requirement that sections, and full elevations be shown on the working drawings for approval, indicating height and stepping or slopes to accommodate falls of the NGL. NGL to be shown on all elevations.
- 4.5.11 Screening Walls**
- 4.5.11.1 Toilet or bathroom doors in an external wall must have a screening wall.
- 4.5.11.2 Dustbins, washing lines, gas bottles, and storage areas must not be visible from roads, parkland areas or other stands and must be screened from view with solid masonry walls.
- 4.5.11.3 It is a requirement that sections, and full elevations be shown on the working drawings for approval, indicating height and stepping or slopes to accommodate falls of the NGL. NGL to be shown on all elevations.
- 4.5.12 Boundary Walls, Fencing**
- 4.5.12.1 General**
- 4.5.12.1.1 Only plain smooth plastered walls painted White are acceptable, preferably with the traditional coping.
- 4.5.12.1.2 Timber, pole or ranch type fencing, asbestos-cement, face brick, precast concrete, timber picket fences palisade fences, wire mesh or any other type of fencing, and fancy designed fences or walls including "Loffestein" block system walls, are not permitted.
- 4.5.12.1.3 Hedges shall be kept to a maximum height of 1.2m where they may affect adjoining neighbours' view.
- 4.5.12.1.4 The use of barbed or razor wire is prohibited.
- 4.5.12.1.5 All heights of walls are measured above natural ground level along the external face at all points of the wall and should be clearly indicated on all elevations.
- 4.5.12.1.6 No items, permanent or movable, may be placed on boundary walls that effectively increases the height of the wall.
- 4.5.12.1.7 Boundary walls following the topography of the property should preferably be sloped. Where stepping of a boundary wall is required, individual steps may be no higher than 0,4m. NO part of a wall may exceed the maximum height allowed for that wall.
- 4.5.12.1.8 Boundary walls may be fitted with glass panels between pillars to enhance views onto public open space and/or the sea, subject to the following: A suitably strong Armour-plated-type safety glass must be used, neighbours' privacy may not be compromised, and the height of the panels must conform to the measurements given above.
- 4.5.12.1.9 Walls on and to the side spaces should preferably not exceed 1,2-metre.
- 4.5.12.1.10 All boundary walls and gates must be shown on the Building Plans.
- 4.5.12.1.11 Where a property has a common boundary with the Dune Jogging Trail, and the natural ground level adjacent to the boundary has been altered through excavation or any other action, such boundary must be secured with either a) a boundary wall of 1,2-metre high when measured on the side of the Trail, or b) horse fencing of a standard design acceptable to the SPHOA, to be specified on the Building Plans.



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- 4.5.12.1.12 It is a requirement that sections, and full elevations be shown on the working drawings for approval, indicating height and stepping or slopes to accommodate falls of the NGL. NGL to be shown on all elevations.

4.5.12.2 Special Provisions

4.5.12.2.1 Golf Course Phase

- 4.5.12.2.1.1 In order to retain the open feel with regard to sites on the golf course phase, all boundary walls, and gates within 4,5-metre of the street boundary must not exceed 1,2-metre in height, elsewhere the maximum height is 2-metre, as is the height for Courtyard and yard walls to screen washing lines.
- 4.5.12.2.1.2 No boundary wall exceeding 1.2-metre in height is allowed beyond the 3.0-metre building line of the golf course facing plots.
- 4.5.12.2.1.3 Boundary walls adjacent to access paths may be up to 2-metre in height, except within 4,5-metre of the street boundary, where the height may not exceed 1,2-metre and within 3-metre of the golf course boundary where the height may not exceed 1.2-metre
- 4.5.12.2.1.4 All repairs, maintenance or painting needs must comply with the Building Design and Construction Rules and the related By-laws.

4.5.12.2.2 All Other Phases

- 4.5.12.2.2.1 Subject to paragraph 4.5.12.2.2.2, and to retain the open feel, all walls, and gates within 4,5-metre of the street boundary, 3-metre from sea and parkland boundaries must not exceed 1,2-metre in height, elsewhere the maximum height is 2-metre including for Courtyard and yard walls to screen washing lines.
- 4.5.12.2.2.2 Where a property is bordered by more than one street, the boundary walls adjacent to the streets may be up to 2-metre in height, except within 4,5-metre of the street boundary providing access to the property, where the height may not exceed 1,2-metre.
- 4.5.12.2.2.3 To retain the open feel about beach front sites, a wall demarcating the boundary furthest from the sea (and parallel to the sea), whether it is adjacent to an access path or not may not exceed 1,2-metre in height.
- 4.5.12.2.2.4 Boundary walls to panhandle properties may not exceed 1,2-metre in height along the entire length of the panhandle.

4.5.12.2.3 Waterfront Properties

- 4.5.12.2.3.1 It must be noted that in terms of paragraph 4.3.2.8, where the Members owning certain Waterfront plots are affected by the defined development setback line, the Local Authority has deemed that no permanent structures would be allowed within the setback, and that lateral or any other boundary walls, if permitted, may not exceed 1,2-metre in height for the total distances from the sea facing pegs to the clearly defined Development Setback Line.
- 4.5.12.2.3.2 The sea-facing boundary wall of Erven sharing a common cadastral boundary with Erf 6, may not exceed 1.2 metre.



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4.5.12.2.4 Golden Mile Properties

- 4.5.12.2.4.1 Properties situated on Golden Mile Boulevard (inclusive of the properties situated in 31st and 32nd Street sharing a cadastral boundary with Erven 6747 and 6748) must have a boundary wall of 1.2 metre on the cadastral boundary facing the Golden Mile Boulevard.

4.5.13 Post Boxes

- 4.5.13.1 No free-standing post boxes are permitted.

4.5.14 Balconies and Roof Terraces

- 4.5.14.1 Balconies and Roof Terraces should have clean lines with plain railings, simple decorative balustrades.
- 4.5.14.2 Glazed aluminium, stainless steel, PVC, and frameless balustrades are allowed.
- 4.5.14.3 Heavy brick or concrete support columns are preferred.
- 4.5.14.4 No industrial prefabricated galvanized steel balustrading will be allowed.

4.5.15 Shade Provision and Related Ground Support

- 4.5.15.1 To augment shade provision, traditional "latte," battens or aluminium louvre awnings will be permitted on patios, verandas, and pergolas. Patios and verandas may also be fitted with corrugated sheeting as provided in paragraph 4.5.2.2. It is, however, not permitted to cover pergolas with any solid roof cover, regardless of the material used.
- 4.5.15.2 Retractable and permanently fixed awnings (inclusive of canopies) are acceptable if in fabric, aluminium, and polycarbonate (multiwall awning). In fabric, a maximum of 2 colours are allowed (Single colour white, beige, dark green or dark blue; or white and dark blue or white and dark green). In aluminium and polycarbonate (multi wall awning) fittings, as applicable, colour must match the colour of the garage doors and windows. Other colours or combinations thereof, not specified above, must be approved by the HOA. Retractable awnings may, subject to paragraph 4.5.15.5 and with the prior permission of the HOA, encroach on Building Lines. All awnings should be indicated on building plans for approval by the HOA and may not be visible from the street front of the building.
- 4.5.15.3 Shade netting, where visible, will not be allowed. Shade-ports are only allowed in public open spaces (such as parking lots), and the hotel premises.
- 4.5.15.4 Patios*, verandas and pergolas should be PVC, planed timber, natural or painted**, aluminium, or treated round poles. Columns/piers must be plastered masonry (painted white), aluminium, or plane timber. Timber and aluminium columns are subject to approval of the Adjudicating Architect and DRC. The aforementioned may not in any way encroach on building lines (see also paragraph 4.5.15.5 below) unless the prescribed procedure in this regard has been followed, and the necessary permission has been received from the relevant authorities.

**Patio means an open or enclosed courtyard/terrace/stoep/braai-room, which may be left open, or covered by means of a pergola structure, or solid RC flat roof (to comply to 20% permissible flat roof).*

****Colour must be approved.**



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- 4.5.15.5 Ground support for patios, verandas, pergolas, canopies, and awnings, e.g., columns, piers, and poles of whatever nature, may not be built onto boundary walls and may, subject to the permission provided in paragraph 4.5.15.4, not encroach on any building line. Windows and doors to patio's may only be used in openings of brick and concrete and may not be fixed to any timber members (beams or columns).
- 4.5.15.6 The overhang of a pergola may not exceed 1000mm, measured from the supporting structure. The overhang may not encroach on building lines unless the prescribed procedure in this regard has been followed, and the necessary permission has been received from the relevant authorities.
- 4.5.16 Roof Fixtures and CCTV Cameras**
- 4.5.16.1 Television and radio aerials must be unobtrusive, preferably in the roof-space.
- 4.5.16.2 No masts, antennae, overhead wires, or similar appendages may be visible from neighbouring erven or public spaces, except one TV antenna per erf. In keeping with the latest communication technology trends, one wireless internet antenna per erf will also be allowed.
- 4.5.16.3 The installation of reflective bird deterrent devices is not allowed without the consent of the DRC. In instances where these devices already exist, the DRC may request the removal of such device when causing a nuisance to neighbouring properties.
- 4.5.16.4 All CCTV Cameras must be white, and the placement thereof must be unobtrusive taking into consideration the privacy of neighbours, and the coverage thereof may not include any adjacent Communal or Private Property, or any part thereof.
- 4.5.17 Solar Panels, Geysers, and Turbines**
- 4.5.17.1 Solar heating and photovoltaic panels may only be mounted on the roof of the Building.
- 4.5.17.2 Unless the relevant compliance and approving authorities prescribe differently, solar panels must be in contact with the roofing material, or countersunk into the roof for a flush finish, and must be inconspicuous. Installations must at all times comply with the prescripts and standard of the Local and Compliance Authorities.
- 4.5.17.3 Conduits related to the installation of Solar Systems must be concealed to the satisfaction of the DRC.
- 4.5.17.4 Geysers of any kind and/or reservoirs must be installed within roof spaces of buildings. Where this is not possible due to the approved design of the building, or any applicable compliance provision, it may, with the prior permission of the DRC, be attached elsewhere to the main or out building, provided that the geyser or reservoir, as the case may be, may not be visible from neighbouring erven or public spaces, and must comply with the screening conditions as determined by the DRC from time-to-time.
- 4.5.17.5 Installation of Wind Turbine Generators in the Estate is not permitted.
- 4.5.18 Air Conditioners**
- 4.5.18.1 Air conditioning units must be split units.
- 4.5.18.2 The outside condenser unit must not be visible from neighbouring properties or public spaces/streets, and preferably be contained within a masonry surround with ventilation louvres.



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- 4.5.18.3 The compressors of all upstairs air conditioning units must be at ground level and not visible.
- 4.5.18.4 Where this is not possible, the compressor must be placed unobtrusively and screened to the satisfaction of the DRC.
- 4.5.18.5 No through-wall/window air conditioning units will be permitted.
- 4.5.19 Energy Within Buildings (SANS 204:2011 and SANS 10400-XA: 2011)**
- 4.5.19.1 All the visible aspects of the above regulation, such as shading screens, solar and photovoltaic panels, wind turbines, as well as air conditioning compressors, gas bottles, etc., must be incorporated into the design of the Building in an aesthetic manner to the satisfaction of the DRC, and shall not appear as add-ons or non-fitting elements against the Building.
- 4.5.20 Signs**
- 4.5.20.1 Street numbers are compulsory and should be of a simple design, preferably black numbers on a white background, appropriately displayed (with street visibility a requisite) against the building. White or brass numbers on black or natural timber background, compliant with the aesthetic appearance of the building, may be allowed with prior permission of the Estate Manager. Maximum height of numbers is 200mm.
- 4.5.20.2 Display of house names will not be permitted. Erven officially zoned with business rights may, with prior approval of the DRC, and in accordance with conditions determined by the DRC from time-to-time, display the name of the enterprise.
- 4.5.20.3 Notwithstanding paragraph 4.5.20.2, Members are allowed to display street names in writing (the maximum height of letters is 150 mm, and font to be approved by the Estate Manager). The provisions of paragraph 4.5.20.1, with the changes required by the context, will in addition be applicable to street names.
- 4.5.20.4 Contractor's boards may only be displayed during the construction period.
- 4.5.21 Sculptures**
- 4.5.21.1 Sculptures may only be placed within the cadastral boundaries of properties and may not be offensive and cause any obstruction.
- 4.5.22 Unacceptable Designs**
- 4.5.22.1 The following styles are unacceptable: Mediterranean, Swiss log cabin, stilt house, A- frame, modern spec and timber planked or framed.
- 4.5.23 Storm Water Drainage**
- 4.5.23.1 Each plan submission must indicate the course of the storm water from the rainwater draining system of the roofs as well as any surface water from paved areas to an adequate soak away or the road, so as to prevent storm water from entering adjoining properties.
- 4.5.24 Swimming Pools and Jacuzzis**
- 4.5.24.1 Swimming pools/Jacuzzis should be sited within the building line footprint where possible.



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- 4.5.24.2 On smaller sites, these may encroach on side & rear boundary lines only (excluding street facing, sea and golf course facing building lines), to maximise useable exterior space. Neighbours consent from all adjacent properties would be required for such an encroachment.

4.5.25 Rainwater Tanks

- 4.5.25.1 Rainwater harvesting tanks are allowed, subject to the following:

- 4.5.25.1.1 Application is made to the HOA indicating size, colour, and position.
- 4.5.25.1.2 Maximum capacity allowed is 2500 litres.
- 4.5.25.1.3 Colour must be white, beige, or similar for it to be unobtrusive.
- 4.5.25.1.4 Each tank must be screened full height on all visible sides by a stout framework covered with 19 x 102mm SAP horizontal slats fixed with corrosion resistant screws with slats 50mm apart. Slats and frame work must be painted white.

4.6 Boardwalks

- 4.6.1 Boardwalks may not be built on Coastal Public Property, Primary Dunes, and Littoral Active Zones, without written approval of the DRC and/or the Local Authority, as applicable, and must, subject to any prescripts of the Local Authority, and with a view to complementing the aesthetic appearance of the Estate, comply with the following specifications:

- 4.6.1.1 *Material:* Good quality treated timber poles, beams, and planks.
- 4.6.1.2 *Width:* 1000mm planks, 155mm wide x 55mm thick.
- 4.6.1.3 *Height:* The boardwalk must be between 300mm and 400mm above natural ground level.
- 4.6.1.4 *Poles:* Poles, planted with minimum disturbance to vegetation, to be 100mm to 125mm thick and placed 1000mm apart across the width and 2000mm apart along the length.
- 4.6.1.5 *Beams:* 2200mm support beams, 155mm wide x 55mm thick.
- 4.6.1.6 *Screws, Bolts and Nails:* Must be either galvanized or Stainless Steel. Galvanized roofing screws are recommended.

5 RELATED PROVISIONS

5.1 Accreditation of Building Contractors

- 5.1.1 Only Building Contractors accredited by the HOA are allowed to do construction work within the perimeter of the Estate. A list of accredited Building Contractors is available from HOA Office.
- 5.1.2 Details of the procedures regarding accreditation and the related terms and conditions are described in the Construction Agreement.
- 5.1.3 The accreditation of Building Contractors expires annually on 31 January and may be renewed multiple times on application.
- 5.1.4 The accreditation of Building Contractors constantly in breach of the Rules and the Permitting Agreement, especially regarding litter and rubble management, disregard for green zones, and working hours, may, after following due process, not be renewed by the HOA, or renewed subject to certain specific terms and conditions.



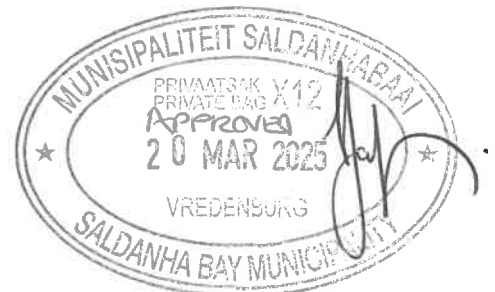
5.2 Building Deposits

- 5.2.1 The Building Contractor as well as the Member shall, before commencing any work on the Construction Site, pay the Building Deposit into the account of the HOA, as determined by the HOA from time to time and specified in the Permitting Agreement, subject to the conditions specified therein.
- 5.2.2 Details regarding the payment of deposits and the related terms and conditions are described in the Construction Agreement.
- 5.2.3 The HOA shall be entitled to review the amount to be paid in respect of the Building Deposit from time to time.
- 5.2.4 The Building Deposit is not transferable between building projects.

6 BREACH: REMEDIAL ACTIONS AND RELATED PROCEDURE

6.1 Remedial Options and Permutations

- 6.1.1 When a breach of the provisions of the Constitution, the BDCR or any other Rule, and/or an Accreditation or a Building Deposit related matter is contemplated, the HOA and its delegates are entitled to apply, depending on the circumstances and practicability, and without limiting the rights of the HOA in terms of the Constitution and the Rules, any of the following remedial actions, or a combination thereof:
 - 6.1.1.1 Demand specific performance of whatsoever nature as required in the Constitution, the Rules, and any other relevant Agreement..
 - 6.1.1.2 Exercise the rights of the HOA to rectify the breach and to claim the associated costs from the Member, the Building Contractor or any other person involved.
 - 6.1.1.3 Report the breach to relevant authorities, as applicable.
 - 6.1.1.4 Demand an unconditional Written apology containing a particular content.
 - 6.1.1.5 Issue a Written warning to refrain from certain actions or behaviour, with a clear indication of the action/s likely to be taken by the HOA under similar circumstances in future.
 - 6.1.1.6 Prescribe a particular action/s to be taken by the person in breach to remedy the situation, with specific directives pertaining to the time within which the breach should be rectified, the nature of the actions required, any terms, conditions, and standards with reference to any Statutory Provision, the Constitution, the Rules, and related Agreements..
 - 6.1.1.7 Request the payment of a Debt as contemplated in the Constitution which is due and payable to the HOA.
 - 6.1.1.8 Impose a Penalty, calculated and payable in accordance with the Constitution and the Rules, as a once-off or repetitive amount, which may also escalate over time as specified, depending on the response of the person in breach. The actual amount payable, will be determined by the circumstances applicable to every incident, behavioural trends in the Estate, as well as the record of transgressions of the Constitution, the Rules, and related Agreements by the person/s involved.



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- 6.1.1.9 Impose a Penalty Levy (PL) equalling an amount of the Monthly Levy payable by Members, added as an additional amount to the levy account of a Member and payable with effect from the beginning of the month following the payment of the next Monthly Levy, and remain payable monthly until such time as the Member has complied fully with the conditions of the Notice received. A Penalty Levy may only be imposed on a Member who has failed to comply with the conditions of a Notice after two months.
- 6.1.1.10 Impose a Penalty Levy, multiplied as indicated herein (PLM), added as an additional amount to the levy account of a Member and payable with effect from the beginning of the month following the payment of the next Monthly Levy and remain payable monthly, until such time as the Member has complied fully with the conditions of the Notice received. A PLM may only be imposed on a Member who has failed to comply with the conditions of a Notice after six months of the imposition of a PL and shall be calculated as follows: First 6 months: 3 X Monthly Levy, Second 6 months: 4 X Monthly Levy, and Thereafter: 5 X Monthly Levy. Notwithstanding, a PLM will be reviewed every three months, and may be reduced or multiplied further, depending on the circumstances.
- 6.1.1.11 Should a PL and PLM not result in the compliance with a Notice, the Committee would be entitled to impose any other appropriate and lawful remedial action, provided that the remedial actions and penalties are rational and reasonable based on the facts before the Committee and Management, as well as any aggravating/mitigating circumstances.
- 6.1.1.12 Penalties imposed may be suspended, or partly suspended, subject to certain conditions.
- 6.1.1.13 Approach a competent court or CSOS for appropriate relief.
- 6.1.2 The provisions of paragraph 6.1.1.9 to 6.1.1.11 above may, in addition to the amounts indicated in **Table 1**, also be used to quantify amount/s to be paid as Penalties by non-members, which amounts will be recovered from said persons as allowed in terms of the Constitution and the Rules.
- 6.1.3 Members' attention should also be drawn to the impact of outstanding Debts, as defined in the Constitution, on the exercising of Membership Rights.
- 6.1.4 When a breach of the provisions of the Permitting Agreement is contemplated, remedial actions shall be taken in accordance with the provisions of the Agreement.

6.2 Procedure

- 6.2.1 When the HOA contemplates the remedial actions in paragraph 6.1.1 to 6.1.3, the person in breach must be furnished with the detail pertaining to the time within which compliance is required, which should, subject to the provisions of the Constitution and the Rules, and considering the nature of the remedial action, be reasonable and practicable.
- 6.2.2 In instances of non-compliance by the person in breach, it is incumbent upon the HOA to act in accordance with the relevant provisions of the Constitution and/or the Rules.
- 6.2.3 In the instance of a contemplated breach of the provisions of a Permitting Agreement the alleged breach must be dealt with in accordance with the provisions thereof.
- 6.2.4 When giving effect to the provisions of paragraph 6.2.1 and 6.2.2 above, the HOA must comply with the provisions of PAJA, and PAIA, the related Schedules of Good Practice and the principles of natural justice in general.



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- 6.2.5 Compliance with the legislative provisions as contemplated in paragraph 6.2.4 above, is important to ensure that the action/s taken by the HOA is lawful and reasonable, following fair procedure, whilst furnishing the person/s whose rights will be negatively affected by the decision, from the outset or after further request, with adequate and relevant information regarding the matter. It is furthermore compulsory to provide reasons for the eventual decision/s, if requested to provide such.
- 6.2.6 Translated into a guiding framework to guide the delegated authority of the HOA (herein referred to as Management), compliance with PAJA and PAIA and the related Schedules and principles would mean that:
- 6.2.6.1 The person/s, entity, or entities (hereinafter referred to as "the party"), whose rights will be negatively affected by the decision of the Management, must be given notice of the alleged transgression (full details of the transgression and with reference to the Constitution and the Rules, etc), as well as detail of the action/s the Management intend to take, Delivered to the affected party as contemplated in paragraph 3 of the Constitution.
- 6.2.6.2 The party so affected, must be afforded the opportunity to respond to the alleged transgression/s and intended action/s in Writing (and to request any additional/further information/clarification relevant to the alleged transgression if so wished, and which may not be refused unreasonably), and to appear in person, or by any form of electronic medium before the Management to present or respond to arguments.
- 6.2.6.3 Management must consider the response from the affected party and may take any additional and appropriate action to establish and verify the facts of the case, whereafter the affected party must within a reasonable time be notified in writing of Management's ruling on the matter.
- 6.2.7 The remedial action imposed by Management must be rational and reasonable based on the facts before the Management.
- 6.2.8 Management must in the imposition of the remedial action consider factors in aggravation/mitigation and will also be entitled to escalate remedial actions and Penalties for habitual transgressors as provided for in paragraph 6.1.1.11 above.
- 6.2.9 The ruling of the Management is final, subject to the provisions of paragraph 7.3 and 7.4.
- 6.2.10 It is also required to provide reasons for the ruling when requested to do so.

7 DISPUTE RESOLUTION

- 7.1 The dispute resolution process and procedure described in this paragraph applies to the *application* only of the Rules as contemplated in paragraph 22(1) of the Constitution.
- 7.2 Disputes between the HOA and Members/Building Contractors, regarding matters provided for in the Permitting Agreement, must be resolved in accordance with the provisions of the Agreement.
- 7.3 In disputes between the HOA and Members and Building Contractors, regarding an alleged breach of the BDCR, or any other Rule of the HOA, and/or any dissatisfaction by said regarding the Penalty imposed by the HOA in accordance with the Rules, the Member, and the Building Contractor jointly, or the Member and the Building Contractor separately must:
- 7.3.1 Submit within fourteen Weekdays from the date of receiving the Notice contemplated in paragraph 6.2.1 read with 6.2.10 from the HOA, a dispute submission in Writing to the Offices of the HOA. Late dispute submissions will not be entertained by the HOA.



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- 7.3.2 Without derogating from the right of a Member and/or Building Contractor in paragraph 7.4, the failure to timeously deliver a dispute submission will entitle the HOA to proceed without prejudice with the implementation of the remedial actions indicated in the Notice after five Weekdays.
- 7.3.3 The Written dispute submission must contain the reasons for disputing the breach, alternatively providing reasons in mitigation for the breach, and/or for a reduction or remission of the penalty.
- 7.3.4 After receiving a duly submitted dispute submission, the HOA, represented in the matter by the Chairperson of the Committee or his delegate, will as soon as possible arrange a meeting with the Member and/or the Building Contractor, as the case may be, to discuss the substantive matters pertaining to the dispute, applying an inquisitorial approach, and complying with the provisions of PAJA and PAIA, and the rules of natural justice in general.
- 7.3.5 Following the meeting contemplated in paragraph 7.3.4 above, the Member and/or the Building Contractor, as the case may be, will be Notified within a reasonable time in Writing of the decision of the HOA, which decision will be final and binding on the Member and/or the Building Contractor.
- 7.3.6 Should the affected Member and/or the Building Contractor still be aggrieved by the final decision of the HOA, the Member may approach CSOS in accordance with the provisions of paragraph 22(1) of the Constitution, and the Building Contractor may revert to the provisions of paragraph 7.4.
- 7.3.7 The HOA will be entitled to act in accordance with its final decision without prejudice, unless receiving notice from the Member and or CSOS within 7 Days of the Member receiving the Notice of the final decision of the HOA, of actions taken by the Member as contemplated in paragraph 22(1) of the Constitution.
- 7.4 Notwithstanding the provisions of paragraph 7.3 and the status of the contemplated processes in accordance therewith, neither the HOA nor the affected Member/Building Contractor will be prevented from seeking any appropriate relief from a competent court.

8 SCHEDULE OF TRANSGRESSIONS AND PENALTIES

- 8.1 This Schedule is applicable to the BDCR only.
- 8.2 Matters pertaining to the Permitting Agreement incorporating the Construction Agreement, are dealt with in accordance with the terms and conditions of the Agreement.
- 8.3 The HOA, the Committee and Management are collectively and severally responsible to ensure that:
- 8.3.1 Before any action is taken in accordance with this Schedule, it must be ascertained that the action or omission of a Member and/or a Building Contractor constitutes, if proven, a transgression of the provisions of the Constitution and/or the Rules;
- 8.3.2 The action taken on behalf of the HOA is done in accordance with the mandate of the HOA and the Committee contained in the Constitution and the Rules, by an authorised delegate as per the Delegation Framework in paragraph 3 and with due adherence to any other limitations applicable to the delegated authority (See, for example, paragraph 10 and 11 of the Constitution);
- 8.3.3 The remedial action contemplated, and the procedures followed, comply substantively with the provisions of the Constitution and the Rules; and
- 8.3.4 Penalties imposed and Debts recovered are in accordance with the provisions of paragraph 6 above and/or the Schedule approved by the HOA from time to time (See **Table 1**), as applicable.



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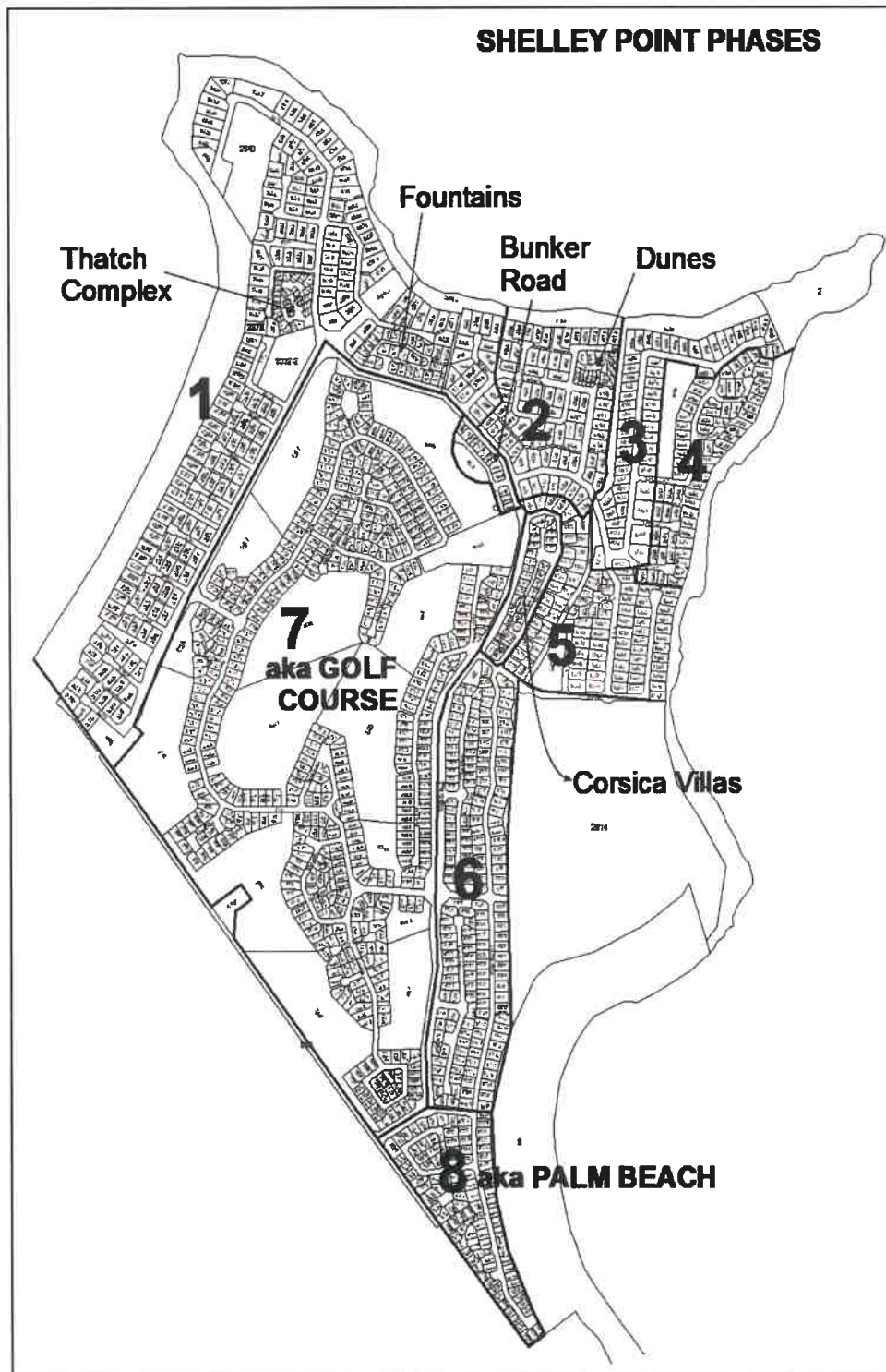
- 8.4 In instances where the listed transgression is also actionable in accordance with the terms and conditions of the Permitting Agreement, the provisions of the Permitting Agreement will take preference.

TABLE 1

HEADING AND PROVISION	PENALTY (MIN-MAX)
BUILDING DESIGN AND CONSTRUCTION RULES	
INTERPRETATION AND STATUS OF RULES	
2.7	500-10000
APPROVAL OF BUILDING PLANS	
4.2.1	200-10000
BUILDING RESTRICTIONS (GENERAL)	
4.3.1	500-10000
BUILDING RESTRICTIONS (LINES, HEIGHTS, AND SITING)	
4.3.2 to 4.3.4	1000-10000
ACCOMMODATION REQUIREMENTS	
4.4	1000-10000
AESTHETIC REQUIREMENTS	
4.5	200-10000
BOARDWALKS	
4.6	200-10000
RELATED PROVISIONS (ACCREDITATION, BUILDING DEPOSITS)	
5.1 to 5.2	200-10000



Annexure "A"



Annexure "B"

Fase 5

ID	Erf No	Hoogte	Size	ID	Erf No	Hoogte	Size
480	5612	4	530	521	5572	8	637
481	5611	4	535	522	5564	8	664
482	5610	4	527	523	5571	8	637
483	5609	4	530	524	5565	8	664
484	5608	4	533	525	5570	8	638
485	5607	4	536	526	5566	8	677
486	5605	4	555	527	5569	8	676
487	5604	4	559	528	5567	8	752
488	5603	4	538	529	5568	8	799
489	5602	4	532	531	5556	9	572
490	5601	4	533	532	5555	6	620
491	5600	4	579	533	5554	9	575
492	5598	7	618	534	5553	6	493
493	5597	6	513	535	5551	9	571
494	5596	6	603	536	5552	6	459
495	5595	6	560	537	5550	9	580
496	5594	7	560	538	5549	6	445
497	5593	7	560	539	5547	9	607
498	5592	7	560	540	5548	6	449
499	5591	7	560	541	5546	9	655
500	5590	7	580	542	5545	6	524
501	5589	7	568	543	5543	9	701
502	5588	7	589	544	5544	6	506
503	5587	8	603	545	5542	9	677
504	5586	8	616	546	5541	6	529
505	5585	8	660	547	5539	9	796
506	5584	8	647	548	5540	6	543
507	5583	8	635	549	5538	9	759
508	5582	8	635	550	5537	6	514
509	5581	8	635	551	5535	9	703
510	5580	8	635	552	5536	6	476
511	5579	8	588	553	5534	9	678
512	5578	8	681	554	5533	6	475
513	5577	8	428	555	5531	9	979
514	5576	8	495	556	5532	6	557
515	5561	8	665	557	5530	6	642
516	5574	8	554	558	5529	6	633
517	5562	8	665	559	5528	6	575
518	5573	8	637	560	5527	6	548
519	5573	8	637	561	5526	6	527
520	5563	8	665				



Annexure “C”

3 DEFINITIONS

- 3.1 The following words shall, unless the context clearly indicates a different meaning, have the meaning assigned to it in this paragraph:

1985 Ordinance	means the Land Use Planning Ordinance, 1985 (No 15 of 1985).
2014 Act	means the Western Cape Land Use Planning Act, 2014 (No 3 of 2014).
2015 By-law	means the Saldanha Bay Municipality By-law on Municipal Land Use Planning published in the Extraordinary Provincial Gazette (No 7468 of 13 August 2015) to take effect when the 2014 Act comes into operation in the Saldanha Bay Municipal Area.
Annual Budget	means the document tabled annually by the Committee at the AGM for consideration and approval, containing an appropriate exposition of the expected income and expenditure of the HOA for the following financial year with comparisons, as appropriate, with the income and expenditure of previous financial years, significant movements of funds, or any other report reflecting on matters affecting the future financial sustainability of the HOA.
AGM	means the Annual General Meeting of the Members of the HOA as contemplated in paragraph 17 of the Constitution.
Approval of 6 December 1994	means the approval by the Premier of the Western Cape of the rezoning and subdivision of Erven 1, 2 and 3, St Helena Bay (Phase 1, Shelley Point) in accordance with the relevant provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985) and the Municipal Ordinance, 1974 (No 20 of 1974).
Amending Approval of 14 March 1996	means the amendments approved by the Premier of the Western Cape to the Approval of 6 December 1994.
Attorney	means a legal practitioner who is admitted and enrolled as such under the Legal Practice Act, 2014, as amended.
Auditors	means a firm of auditors appointed by the HOA as prescribed in this Constitution, consisting of a person or persons accredited to perform an audit in terms of the Auditing Professions Act, 2005, as amended.
Building Design and Construction Rules	means the Rules pertaining to the matters contemplated in paragraph 10.1.2.
Business Day	means weekdays other than Saturdays, Sundays, and South African Public Holidays.
Chairperson	means the Chairperson of the Trustee Committee, duly elected in accordance with this Constitution.
Clearance Certificate	means, subject to the provisions of paragraph 22.4, a written certification by the HOA that the owner of an Erf or Unit Erf has paid in full all Debts due and payable to the HOA (inclusive of any such additional amount/s the HOA may determine in the instance of the transfer of an Erf or Unit Erf), and that the owner has complied with the provisions of this Constitution and the Rules pertaining to the transfer of properties situated within the

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	perimeter of the Estate.
Clearance Fee	means an additional amount, over and above the Clearance Levy imposed by the HOA to cover administrative costs associated with the issuing of a Clearance Certificate.
Clearance Levy	means an amount, representing the total of at least 3 (three) Monthly Levies payable in advance to the HOA, before the issuing of a Clearance Certificate.
Coastal Public Property	means the property contemplated in section 7 of the National Environmental Management: Integrated Coastal Management Act, 2008 (No 24 of 2008), as amended (2014).
Committee	means, unless the context clearly indicates differently, the Trustee Committee of the HOA, consisting of the Trustees duly elected by the Members at the AGM, including those Trustees duly co-opted by the Trustee Committee in accordance with the provisions of this Constitution.
Communal Property	means property of the HOA which may be used by Members, residents, and the public, subject to the provisions of this Constitution, the Rules, and the restrictions applicable to the Public Servitudes within the perimeter of the Estate.
Communal Facility	means a facility of the HOA situated on Communal Property which may be used by Members, residents, and the public, subject to the provisions of this Constitution and the Rules.
Constitution	means the Constitution of the HOA.
CSOS	means the Community Scheme Ombud Service Act, 2011 (No 9 of 2011) and the Regulations promulgated in terms of the Act, as amended from time to time.
Day	means weekdays.
Debt	means any amount, howsoever arising, owed and payable to the HOA, including but not limited to amounts in respect of Monthly, Special, Statutory, Penalty and Clearance Levies; fees related to the issuing of Clearance Certificates; the transgression of the provisions of the Constitution and the Rules; late payment of amounts due and payable to the HOA; Community Centre services; and legal fees.
Delegate (HOA)	means the delegation of authority by the HOA to the Committee and mandating the Chairperson, or in his absence the Deputy Chairperson, or in his absence any member of the Committee authorised by the Committee to act in accordance with the delegated authority.
Delegate (Committee)	means the delegation of authority by the Committee to the Chairperson, or the Deputy Chairperson, or a committee of the Committee, or the Estate Manager to act in accordance with the delegated authority.
Delegation Framework	means, subject to the provisions of the Constitution prohibiting the delegation of certain actions, the approved document of the HOA containing a clear and detailed exposition of delegated authority and the associated restrictions, taking into account, among others, the reporting responsibilities of the delegated authorities and officials, the legal obligation to comply with the

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	processes and procedures embedded in PAJA, PAIA and the principles of natural justice, and the imperative not to unduly restrict the authority of the Chairperson to represent the Committee as Chairperson in any matter, and the Estate Manager to act in accordance with the authority assigned to the position of Estate Manager.
Deliver	means the delivery of any Notice, either physically or electronically, to a Member in accordance with the addresses captured in the HOA's Member Register.
Designated Coastal Access Land	means the designated strips of land providing access to Coastal Public Property which are automatically subject to public servitudes, as contemplated in section 18 of the National Environmental Management Integrated Coastal Management Act, 2008 (No 24 of 2008), as amended (2014).
Developer	means Britannia Bay Developers (Pty) Ltd, and BBD shall have a cognate meaning.
Entitled to Exercise Membership Rights	means Members Eligible to Vote, participating in the formal activities of the HOA.
Environment	means, depending on the context, the environment as defined in the applicable Statutory Provisions pertaining to the environment, and/or zoning or subdividing approval/s, and Environmental will have the same meaning.
Erf	means an Erf and/or a Unit, depending on the context, regardless of its zoning, situated within the perimeter of the Estate.
Estate	means the Shelley Point Estate, duly established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), read with the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended.
Estate Manager	means a person appointed as an employee by the HOA in the position of Estate Manager, or a position with a similar status, as the case may be, in accordance with the approved management structure and related delegation frameworks to undertake certain administrative and management functions of and on behalf of the HOA and the Committee, and includes any person duly appointed to act in the capacity of Estate Manager.
General Meeting	means any properly constituted Meeting of Members contemplated in paragraph 17 of the Constitution.
General Rules	means the Rules pertaining to the matters contemplated in paragraph 10.1.1.
HOA	means the Shelley Point Home Owners Association, established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), read with the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended.
Levy	means an amount payable by a Member to the HOA as a Debt, determined from time to time by the Committee, and/or the Members at a General Meeting, and/or a Statutory Body, and, depending on the context, refers to Monthly, Special, Statutory, Penalty and Clearance Levies.

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Levy-related Debt	means a Debt arising from the non-payment of Monthly, Special, Statutory, or Penalty Levies, inclusive of the interest on such Levies.
Local Authority	means, depending on the context, the West Coast District Municipality and/or the Saldanha Bay Municipality.
Management	means the Estate Manager or his delegate.
Managing Agent	means a person or entity providing certain agreed governance, management, administrative and related support services to the HOA, for reward, whether monetary or otherwise, who is not an employee of the HOA.
Member	means the owner, or collectively, the co-owners, of an Erf, or a Unit Erf, situated within the perimeter of the Estate and reflected as an owner or co-owner in the records of the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937 (No 47 of 1937), as amended.
Member Eligible to Vote	means, except regarding the veto right of the Developer in accordance with paragraph 9.21 of this Constitution, read with paragraph 9.15 to 9.18, a Member who has paid in full all Debts due and payable to the HOA and who's membership has not been suspended by the HOA after following due process.
Membership Register	means the document and the information prescribed in paragraph 8.10. to 8.14 of the Constitution.
Membership Rights	means the rights of Members embedded in this Constitution.
Month	means a calendar month.
Monthly Levy	means a monthly amount payable by a Member to the HOA as a Debt, determined by the Members at a General Meeting, and payable in accordance with the provisions of paragraph 9 of the Constitution.
Municipality	means the Saldanha Bay Municipality situated within the West Coast District Municipality, established by Notice PN484/2000 issued in terms of the Local Government: Municipal Structures Act, 1998 (No 117 of 1998), as amended.
Notice	means any Written communication from the HOA or its authorised delegates or agents and Notified shall have a cognate meaning.
Office	means, depending on the context, the administrative office of the HOA or the Offices of its Managing Agent.
Officials of the Committee	means the Chairperson and the Deputy Chairperson elected in accordance with the provisions of paragraph 14.11.
PAIA	means the Promotion of Access to Information Act, 2000 (No 2 of 2000), as amended.
PAJA	means the Promotion of Administrative Justice Act, 2000 (No 3 of 2000), as amended.
Penalty	means, depending on the context, an additional amount payable to the HOA as a Debt, arising from the non- and/or late-payment of any Levy, or the transgression of the provisions of the

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	Constitution or the Rules, calculated in accordance with the Schedules of Transgressions and Penalties contained in the Rules.
Penalty Levy	means an amount payable by a Member to the HOA as a Debt for the transgression of the provisions of the Constitution, or the Rules as indicated in the Notice Delivered to a Member and calculated with reference to the amount of the Monthly Levy.
POPIA	means the Protection of Personal Information Act, 2013 (No 4 of 2013) and the Codes and Regulations promulgated in terms thereof, as amended from time to time.
Present at a Meeting	means a Member Eligible to Vote: (a) who is present at the meeting in person, or can participate in the meeting by signing in on the on-line electronic facility provided by the Committee; (b) who, in instances of legal entities or co-ownership, is duly represented in person at the meeting as contemplated in this Constitution, or the designated representative can participate in the meeting by signing in on the on-line electronic facility provided by the Committee; (c) who is represented by way of a properly prepared and signed proxy by the person or entity designated in the proxy who is present in person at the meeting or can participate in the meeting by signing in on the on-line electronic facility provided by the Committee.
Property of the HOA	means the property registered in the name of the HOA in the relevant Deeds Registry and which the HOA is statutory obliged to maintain, such as streets, parking areas, and all other open areas outside the cadastral boundaries of private property within the perimeter of the Estate, which is not Coastal Public Property, as well as the golf course (See paragraph 3.1 of the Amending Approval of 14 March 1996).
Public Servitude	means, depending on the context, a servitude registered on the Property of the HOA (automatically by law, or otherwise) for purposes of service delivering to the Estate by relevant authorities, or as Designated Coastal Access Land in accordance with section 18 of the National Environmental Management: Integrated Coastal Management Act, 2008, as amended (2014), or as public coastal access routes in accordance with the Approval of 6 December 1994, the Amending Approval of 14 March 1996, or any other applicable approved Town Planning and Resource Use Permit.
Rules	means the General Rules and the Building Design and Construction Rules made, amended, repealed, interpreted, and aligned by the HOA and the Committee, as contemplated in paragraph 10 of this Constitution, and include the HOA approved governing guidelines and "constitutions" of constituent parts or sub-divisions of the HOA.
Schedules of Transgressions and Penalties	means the information contained in the Rules, describing possible transgressions of the provisions of the Constitution and the Rules, and indicating the remedial actions the HOA is entitled to impose as well.
Special Levy	means an amount payable by a Member to the HOA as a Debt, approved by the Members at a General Meeting with the view to financing special capital and other approved projects, and

Shelley Point Building Design and Construction Rules

	payable as determined by the Members at the Meeting.
Special Resolution	means a decision of the Members taken in accordance with the provisions of paragraphs 17.2.2, 17.8.5 and 17.8.6 of the Constitution.
Statutory Levy	means an amount payable by a Member to the HOA as a Debt, arising from a statutory obligation of the HOA and/or the Member.
Trustee	means one of the members of the Committee.
Trustee Committee	means the Committee consisting of the Trustees duly elected by the Members at the AGM, including those Trustees duly co-opted by the Trustee Committee in accordance with the provisions of this Constitution.
Unbudgeted Expenditure	means expenditure not approved in the Annual Budget, totalling more than 5% of the Annual Budget, and/or an overspend exceeding R100 000 or 10%, whichever is the greater, of a budgeted line item, which the Committee is only permitted to incur with the pre-approval of the Members at a General Meeting, save in the case of expenditure necessitated by an Urgent Matter, or imposed on the HOA by a Local Authority, or otherwise prescribed by law, in which instances Members shall be advised in Writing of the decision of the Committee within 3 Business Days.
Unit	means a Unit defined and registered in accordance with the Sectional Titles Act, 1986 (No 95 of 1986), as amended
Unit Erven	means the erven, regardless of their zoning, registered in the name of the Developer in the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937, as amended.
Urgent Matter	means a matter, which, if not addressed before the next General Meeting, could cause irreversible harm or prejudice to the Estate, the Members, or the residents, and include, among others, the emergencies and disasters contemplated in paragraph 10.6.
Written	means hand-written, type-written, printed, lithographed, electronically processed, or any other process producing words in a visible form.
Year	means a calendar year.

Annexure “D”



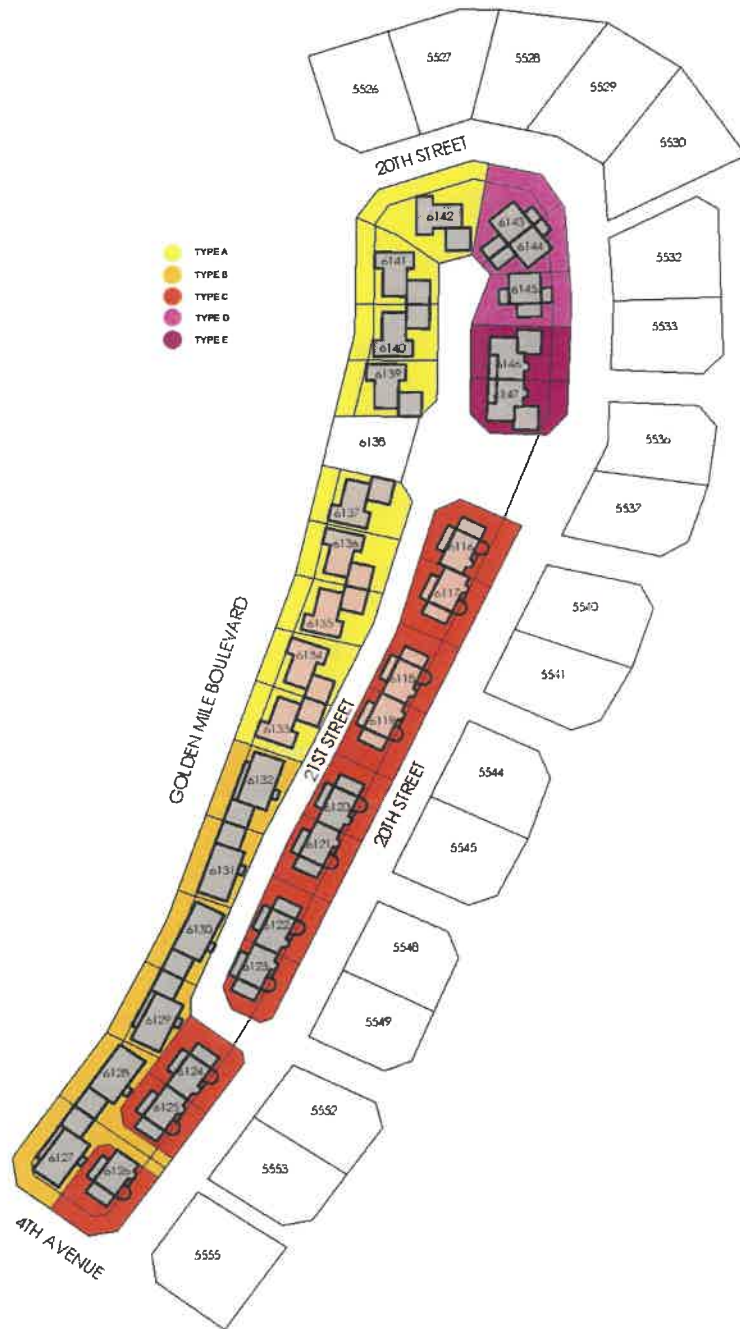
CORSICA VILLAS

BUILDING DESIGN GUIDELINES

(AUGUST 2022)



CORSICA VILLAS SITE PLAN



Shelley Point Building Design and Construction Rules

1. Building Restrictions:

1.1. General:

- 1.1.1. This specific Building Design Guideline for Corsica Villas (BDGCV), as approved by the Shelley Point Home Owners' Association (SPHOA), is an Addendum to the Shelley Point Building Design and Construction Rules (BDCR) and must be read in conjunction therewith.
- 1.1.2. New buildings in Corsica Villas are to follow the existing architectural landscape applicable to, and established in, Corsica Villas and designs are preferably to be based on the original floor plans.
- 1.1.3. Any deviations from the architectural landscape and/or the floor plans not allowed in the BDGCV, must be approved by the Design and Review Committee of the SPHOA (DRC), or the Trustee Committee of the SPHOA (TC), as determined in the BDCR.

1.2. Building Lines:

- 1.2.1. Building lines shall function 4,5m from all road boundaries, surrounding Corsica Villas and will include Golden Mile, Twentieth Street and Fourth Avenue.
- 1.2.2. Internal road (Twenty First Street) will be excluded from having a 4,5m building line setback, with buildings positioned as per Site Plan attached hereto.
- 1.2.3. Side building line setbacks does not apply, but positioning and spacing of buildings must, subject to the prior approval of any extension by the DRC, and/or the TC, as determined by the BDCR, comply with the Site Plan.
- 1.2.4. Circular courtyard walls (Type C) may encroach on the 4,5m building line, as per Site Plan.

1.3. Height Restriction:

- 1.3.1. For Corsica Villas, a height restriction of 6,5m will apply throughout.
- 1.3.2. A prescribed height restriction means that no part of the Building, except the chimney and parapets may be higher than the restricted height of 6,5m above ground level.
- 1.3.3. A Height Certificate by a Surveyor is to accompany the documentation submitted to the DRC for consideration and approval.

1.4. Siting of Buildings:

- 1.4.1. Buildings must be sited as per Site Plan, or as per the prior approval of the DRC, and/or the TC as determined in the BDCR.

2. Accommodation Requirements:

2.1. Size of House:

- 2.1.1. The size of a house must relate, as closely as possible, to the external dimensions of the original proposed plans per Type, attached hereto.

2.2. Garages:

- 2.2.1. Garages to be designed as per Site Plan.
- 2.2.2. Type A, B & E – Double Garages.
- 2.2.3. Type C & D – Single or double Garages are allowed (with or without external staircase to Roof Terrace) but may not encroach over any boundary line.
- 2.2.4. The number of garage doors facing the street front is restricted to two single or one double.

2.3. Interiors:

- 2.3.1. Interior layouts may be configured in any way, as long as the external façades are compliant with the specific Type.



3. Aesthetic Requirements:

3.1. Plan Forms:

- 3.1.1. Plan forms are to follow Site plan layouts and individual Type layouts in both dimension and form.
- 3.1.2. Buildings, especially semi-detached houses, must resemble and relate to the adjacent house, as closely as possible, whichever is build first.
- 3.1.3. No deviation from plan forms (Type A – E) will be allowed without written consent from the DRC, and/or the TC as determined in the BDCR.
- 3.1.4. Type C – curved walls to be used for yards and stairwells, as per Plan Type.

3.2. Roofs:

- 3.2.1. Roofs are to be double pitched and equally pitched between a minimum of 25 degrees and a maximum of 45 degrees.
- 3.2.2. Lean-to roofs will be allowed, if compliant with specific Plan Type.
- 3.2.3. Roofing material - Cement tiles (RENOWN, ELITE or DOUBLE ROMAN profiles), to match the existing build environment.
- 3.2.4. In addition, roofing specifications must comply with the relevant provisions of the BDCR.
- 3.2.5. Gable ends to match existing (already built) in the same Plan Type, in both angle and dimension.

3.3. Dormer Windows:

- 3.3.1. Type C - Dormer windows are to be introduced as per attached illustrations. – This is to allow headroom over bathroom spaces within the permissible height of 6,5m.
- 3.3.2. Dormers must be spaced apart and may not project beyond the vertical surface of the wall.

3.4. Roof Lights:

- 3.4.1. Rectangular roof lights will be allowed.
- 3.4.2. Roof lights must be flush with the slope of the roof.

3.5. External Walls:

- 3.5.1. Walls should have clear, plain smooth plastered surfaces and painted or finished in White. No other finish is permitted.
- 3.5.2. As arches and simple columns are part of the Corsica theme, segmented and full arches in well-designed proposals should be considered as per attached illustrations on the various Plan Types.

3.6. Plumbing Pipes:

- 3.6.1. Prominent plumbing pipes (particularly from upper storeys) must be concealed within brick plumbing ducts which must be indicated on plan. These plumbing ducts may not encroach over the building line.
- 3.6.2. All other plumbing requirements as per BDCR.

3.7. External Doors & Gates:

- 3.7.1. Black anodised or powder-coated (white | dark grey | charcoal | black) aluminium with glass.
- 3.7.2. They must be rectangular simple design without curved or triangular fanlights or decoration surrounds such as rusticated quoins or mouldings.

3.8. Garages Doors:

- 3.8.1. Must be of a minimum 2440mm and maximum 4880mm wide and in glass fibre or Zinalume. The style should be horizontal ("planking") pattern or panelled. (white | dark grey | charcoal | black)



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3.9. Windows:

- 3.9.1. Window proportions should be either square or a vertical rectangle and of moderate size, and match the existing Plan Type, as far as possible. Certain variations will be considered.
- 3.9.2. Arched or raking heads are not permitted.
- 3.9.3. Powder coated aluminium is recommended (white | dark grey | charcoal | black).

3.10. Chimney:

- 3.10.1. Chimney design should follow Type as per illustrations, and any variation must be approved by the DRC, and/or TC as determined in the BDCR in writing.
- 3.10.2. All chimneys of open fires and braais are to be fitted with Stainless Steel gauze spark retarders to the approval of the DRC.
- 3.10.3. Chimneys are important traditional elements and must be plastered masonry.

3.11. Yards:

- 3.11.1. Yards to function as per Plan Type, and should be designed to resemble the as build as closely as possible.
- 3.11.2. Type C – curved yard walls, as per illustrations attached.

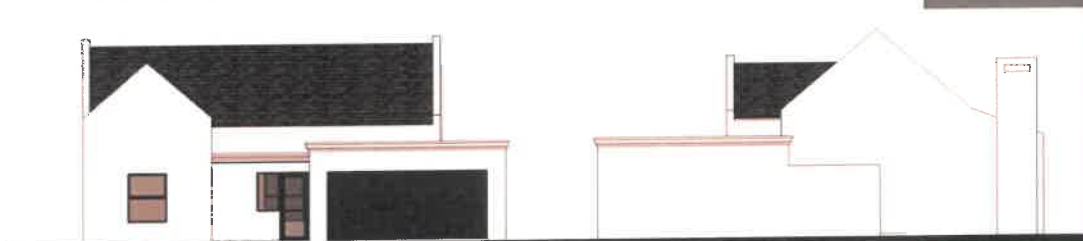
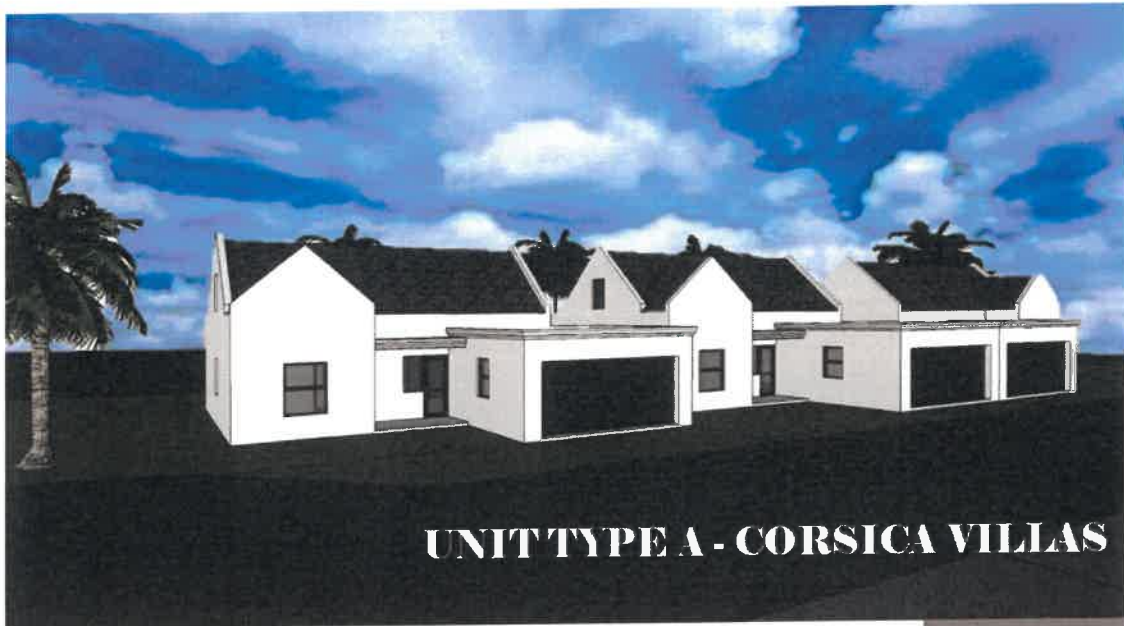
3.12. Boundary Walls:

- 3.12.1. All yard walls (kitchen, drying, courtyard) should be plain, plastered brick with a simple coping painted White. They must be high enough to provide the necessary screening but not exceed 1,8-metre in height.
- 3.12.2. To retain the open feel, all walls, and gates within 4,5-metre of the street boundary (surrounding Corsica Villas and will include Golden Mile, Twentieth Street and Fourth Avenue) must not exceed 1,2-metre in height.

3.13. Balconies & Roof Terraces:

- 3.13.1. Balconies and Roof Terraces should have clean lines with plain railings, simple decorative balustrades.
- 3.13.2. Balustrades to Roof terraces & Balconies to match existing elsewhere in Corsica Villas.





EAST ELEVATION – 21ST STREET

SEMI-DETACHED ELEVATION

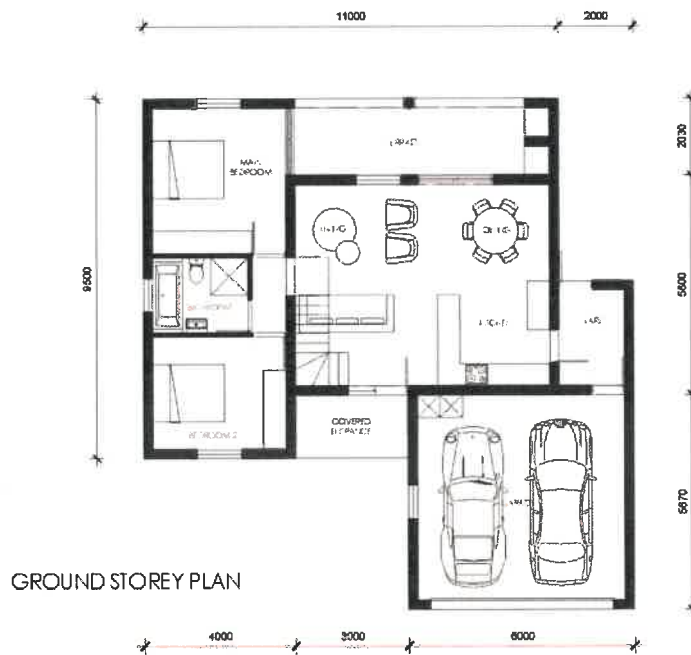


LOFT SIDE ELEVATION

WEST ELEVATION – GOLDEN MILE BOULEVARD



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CHARACTERISTICS

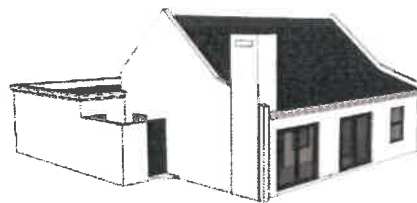
- OPEN OR ENCLOSED TERRACE
- 8. ROUND COLUMNS OR RECTANGULAR OPENINGS | WITH OR WITHOUT DOORS ON STREET FACADE
- FLAT ROOF GARAGE (SEMI-DETACHED)
- LOFT SPACE OVER BEDROOMS
- SIMPLE FORM
- LEAN-TO ROOF OVER TERRACE
- CANOPY OVER ENTRANCE



EAST ELEVATION – 21ST STREET



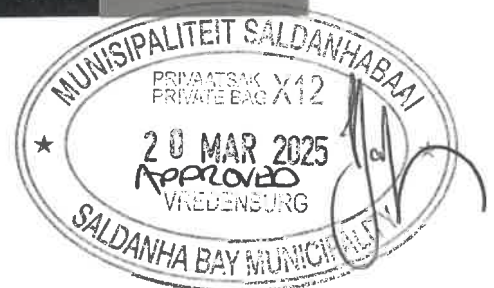
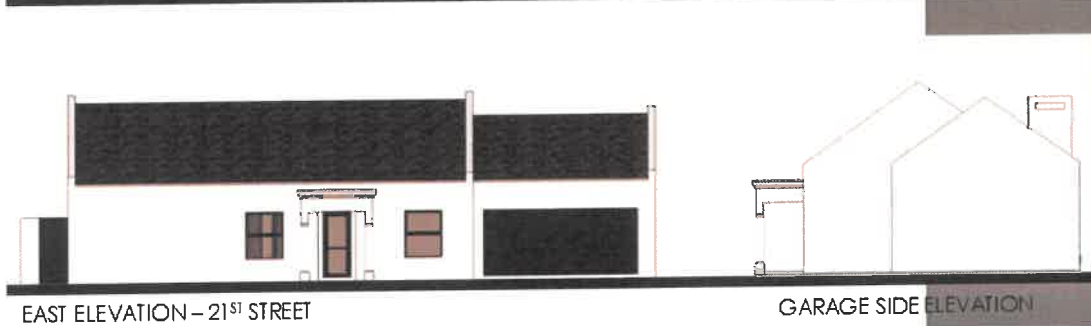
WEST ELEVATION – GOLDEN MILE BOULEVARD



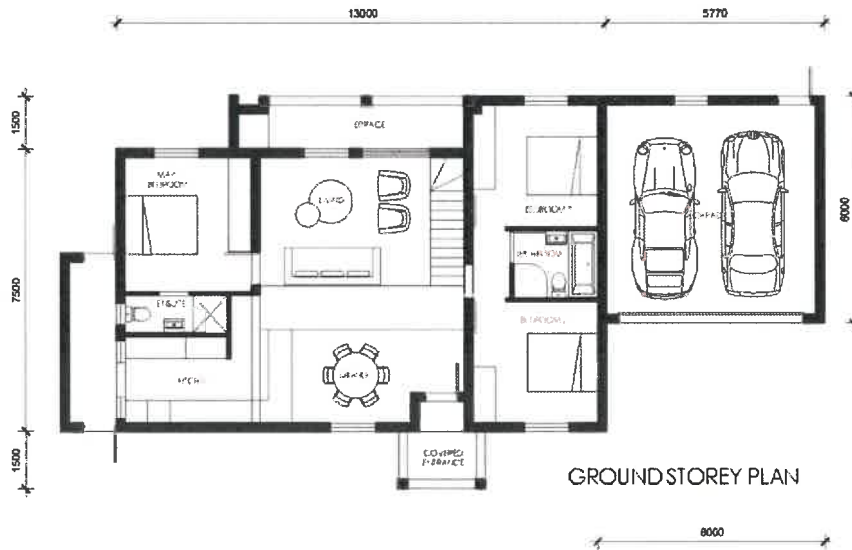
VARIATIONS – GOLDEN MILE BOULEVARD



Shelley Point Building Design and Construction Rules

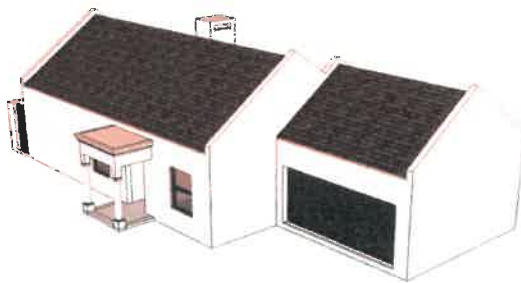


Shelley Point Building Design and Construction Rules



CHARACTERISTICS

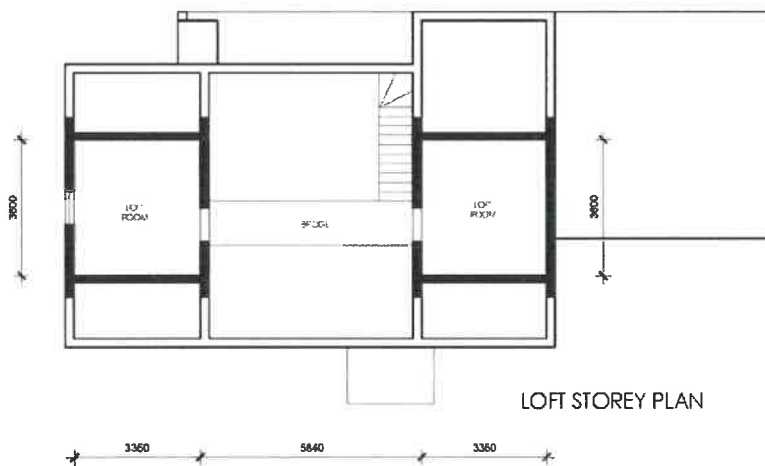
- SMALL BRAAI TERRACE
- 8 ROUND COLUMNS ON STREET FACADE
- DOUBLE PITCHED ROOF ON DOUBLE GARAGE (SEMI-DETACHED)
- LOFT SPACES OVER BEDROOMS
- SIMPLE FORM
- LEAN-TO ROOF OVER TERRACE
- CANOPY OVER ENTRANCE WITH COLUMNS



EAST ELEVATION – 21ST STREET



WEST ELEVATION – GOLDEN MILE BOULEVARD





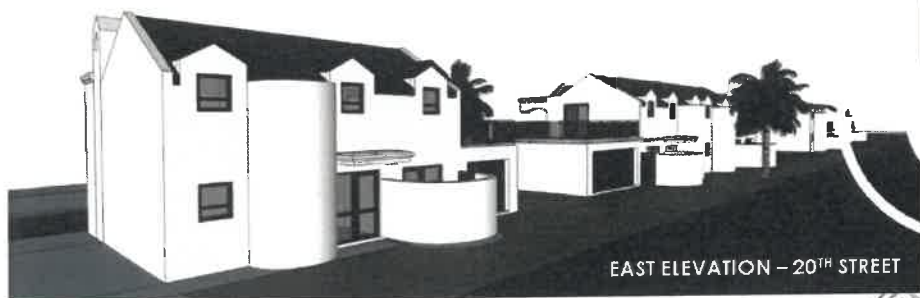
WEST ELEVATION – 21ST STREET

SEMI-DETACHED ELEVATION

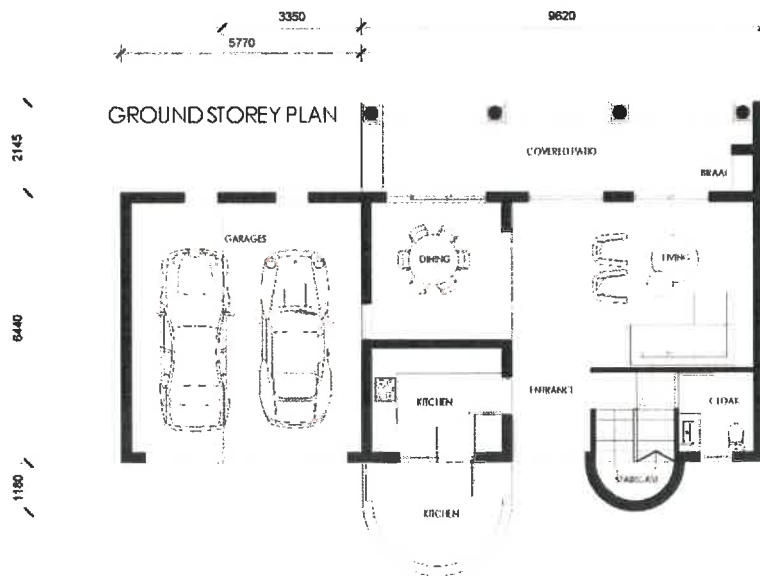


GARAGE SIDE ELEVATION

EAST ELEVATION – 20TH STREET



Shelley Point Building Design and Construction Rules



CHARACTERISTICS

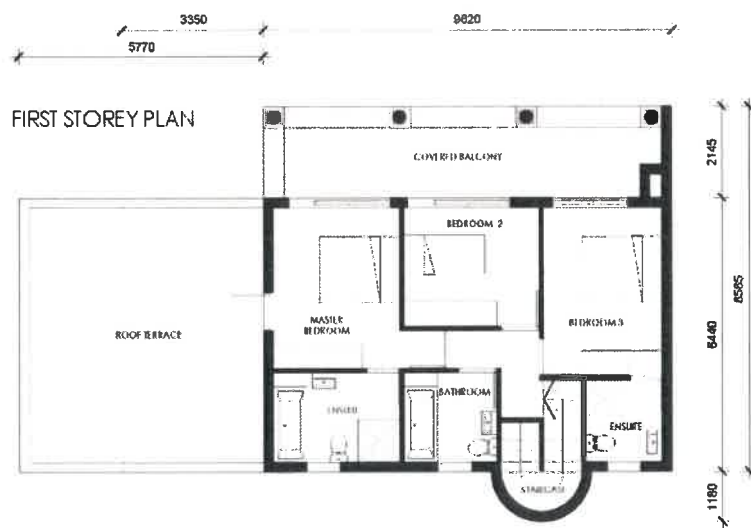
- CIRCULAR STAIR
- CIRCULAR YARD
- ROOF TERRACE OVER GARAGE
- ROUND COLUMNS
- DEEP LOW
- ARCHED PATIO & BALCONY
- TRIANGULAR CHIMNEY TOP DESIGN
- SIMPLE BALUSTADE
- EXTERNAL STAIRCASE TO ROOF TERRACE
- GABLE ENDS X/3 ON STREET
- FAÇADE
- DORMER WINDOWS OVER BATHROOMS

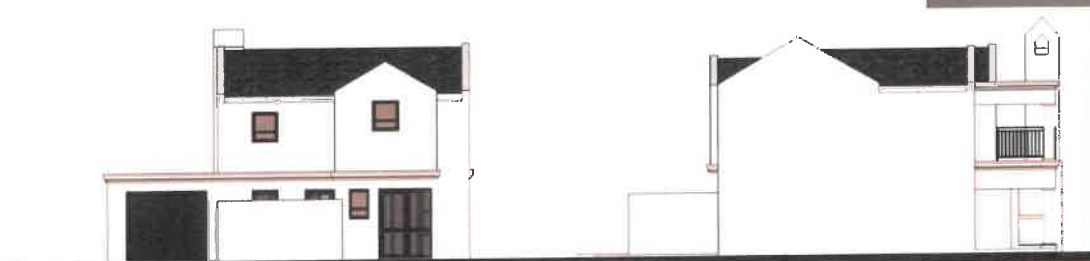
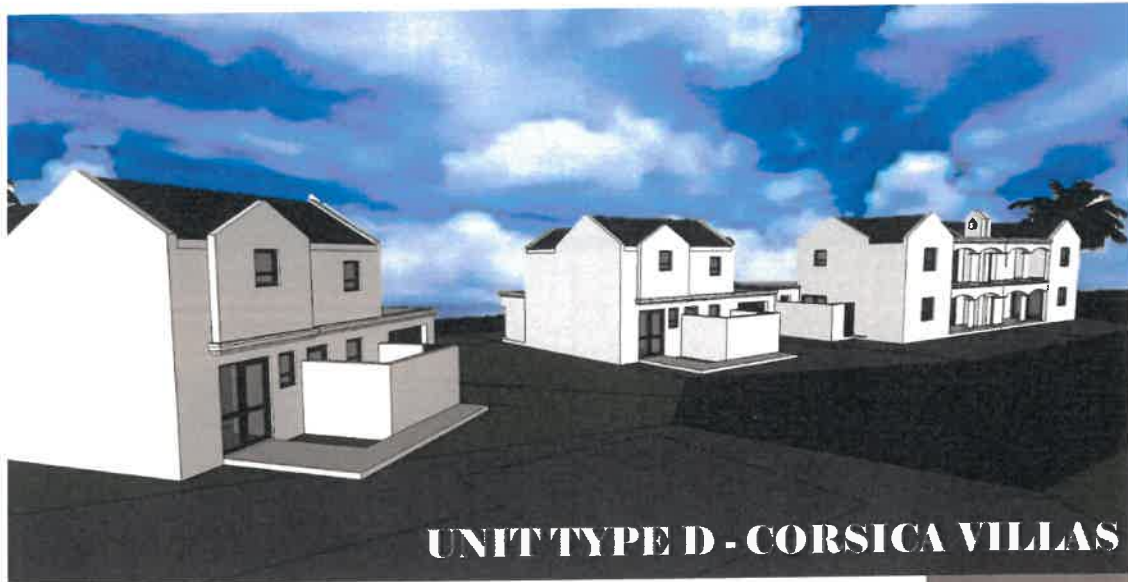


EAST ELEVATION – 20TH STREET

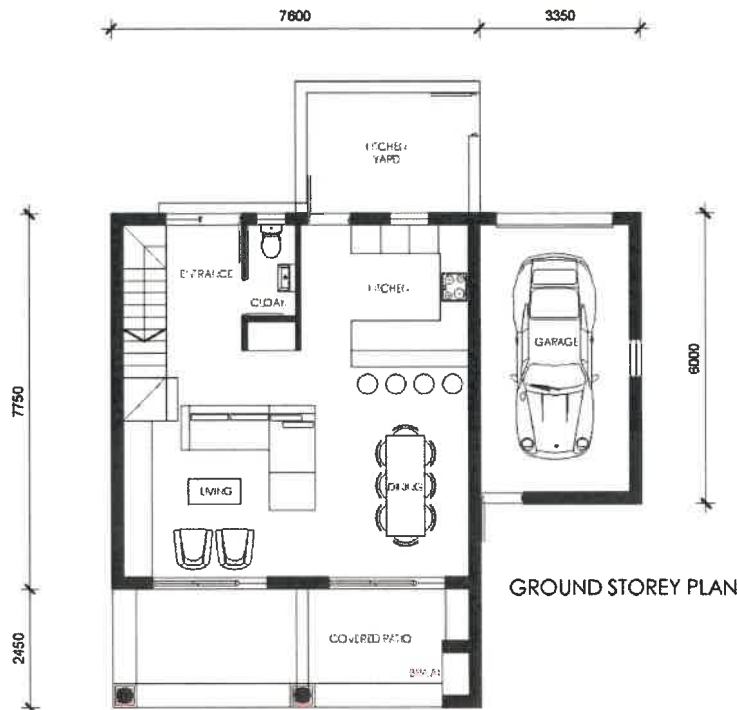


WEST ELEVATION – 21ST STREET





Shelley Point Building Design and Construction Rules



CHARACTERISTICS

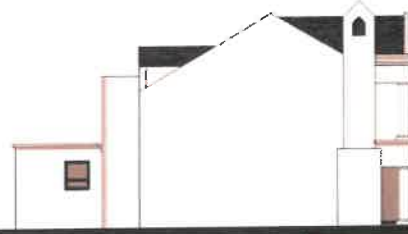
- SINGLE GARAGE WITH DRYING YARD
- ROUND COLUMNS
- DEEP LOW ARCHED PATIO & BALCONY
- TRIANGULAR CHIMNEY TOP DESIGN
- SIMPLE BALUSTADE
- GABLE END ON STREET FAÇADE
- VARIATIONS ON CORNER PLOTS



Shelley Point Building Design and Construction Rules



WEST ELEVATION – 21ST STREET



SEMI-DETACHED ELEVATION



GARAGE SIDE ELEVATION



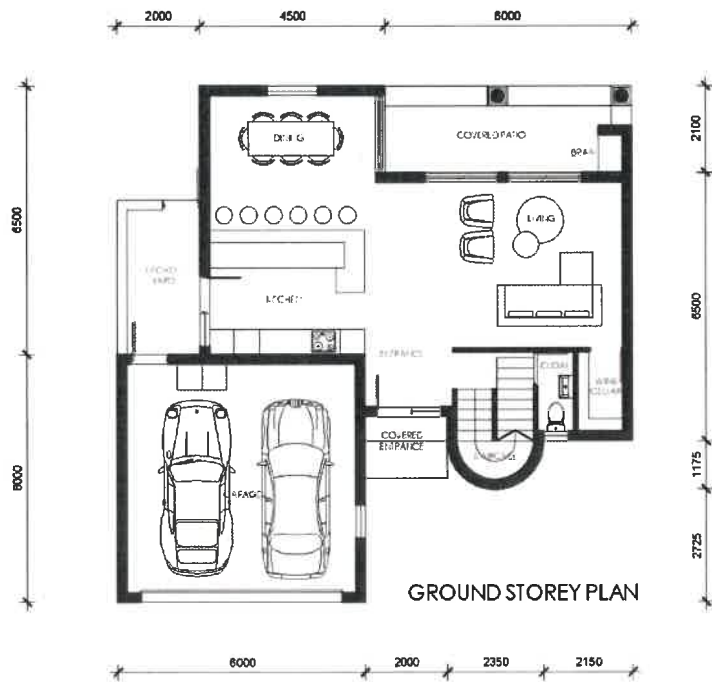
EAST ELEVATION – 20TH STREET



EAST ELEVATION – 20TH STREET



Shelley Point Building Design and Construction Rules



CHARACTERISTICS

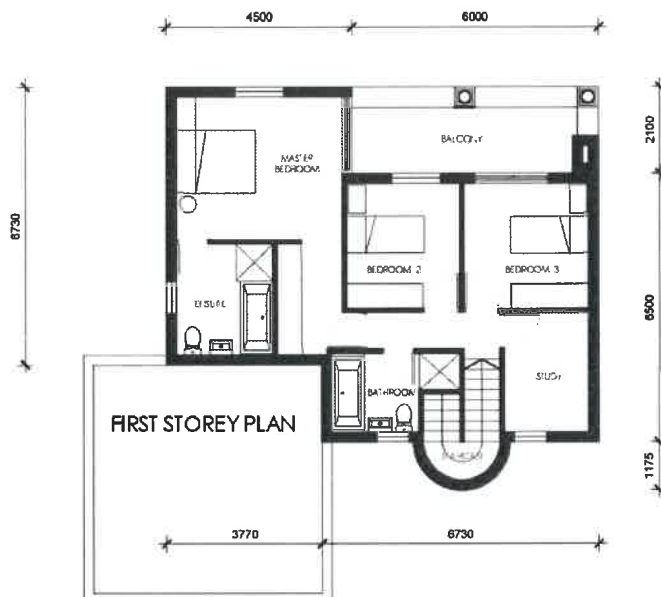
- CIRCULAR STAIR
- DOUBLE GARAGE WITH DRYING YARD
- ROUND COLUMNS
- DEEP LOW ARCHED PATIO & BALCONY
- TRIANGULAR CHIMNEY TOP DESIGN
- SIMPLE BALUSTADE
- GABLE END ON STREET FAÇADE
- DORMER WINDOWS OVER BATHROOM / STUDY



EAST ELEVATION – 20TH STREET



WEST ELEVATION – 21ST STREET



Shelley Point Building Design and Construction Rules

