



Primrose Nako
Administrator, Planning Department
Planning and Development
E-mail: pnako@george.gov.za
Tel: +27 (044) 801 9416

Reference number: Erf 1038, Wilderness

Date: 01/12/2020

Enquiries: Primrose Nako

CONSTANTIA KLOOF VILLAGE HOA
SHOP 2A, MILLWOOD VILLAGE,
BEACON ROAD
WILDERNESS
6560

**APPLICATION FOR ARCHITECTURAL DESIGN GUIDELINES FOR CONSTANTIA
KLOOF VILLAGE AND CONSTITUTION OF THE HOMEOWNERS ASSOCIATION:
ERF 1038, WILDERNESS**

Your application in the above regard refers.

The Deputy Director: Planning (Authorised Official) has, under delegated authority, W.1.33 of 29 July 2015 decided that an approval is herewith granted for Erf 1038, Wilderness in terms of section 15(2)(l) of the Land-Use Planning By-Law for George Municipality, 2015 for the following;

- Document & Date: Constantia Kloof Village ARCHITECTURAL DESIGN GUIDELINE Erf 1038, WILDERNESS FIRST EDITION;
- Document & Date: CONSTITUTION CONSTANTIA KLOOF VILLAGE OWNERS ASSOCIATION;

REASONS FOR DECISION:

- The Owners Constitution and Architectural guidelines comply with the George Integrated Zoning Scheme By-Law, 2017 and as well as the Land-Use Planning By-Law for George Municipality, 2015;
- The Home Owners Constitution was previously approved in 2019 and minor changes have been made to adhere to municipal comments;

You have the right to appeal to the Appeal Authority against the decision of the Authorised Employee, in terms of Section 79(2) of the George Municipality's By-law on Municipal Land Use Planning.


- A detailed motivated appeal with reasons should be directed to and received by the Appeal Authority, P O Box 19, George on or before **22 DECEMBER 2020**.

- An appeal that is not lodged within the set date or that does not comply with Section 80 of the George Municipality's By-law on Municipal Land Use Planning will be deemed invalid.

Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

Kindly note that in terms of Section 80(14) of the George Municipality's By-law on Municipal Land Use Planning, the above decision is suspended until such time as the period for lodging an appeal has lapsed, any appeal has been finalised and you have been advised accordingly.

Yours faithfully


N
T BOTHA

MUNICIPAL MANAGER

S:\SHARED\TEGNIES\MARISA ARRIES\Approvals& Final Approvals\Erf 1038wilderness(hoa constitution and Guidelines(Body Corporate)constantia kloof.docx

Constantia Kloof Village

ARCHITECTURAL DESIGN GUIDELINE

Erf 1038, WILDERNESS

FIRST EDITION




1. Project Description:

The development consists of 12 new separate title plots, subdivided from Erf 1308, Wilderness. Each subdivided erf, ranging from erf 1-12 can accommodate one of three '*Plot and Plan*' type units ranging from 113, 115 and 148m².

The units have been designed to make maximum use of the available usable land, while accommodating the 50 – and 100 year flood lines as proclaimed by the Authorities.

The units have been placed on each erf to accommodate direct access from a new private road, providing a separate entrance, single garage, parking for one additional guest and private dry yards.


Each units provides private living space, linking with external Braai Patios, on the Ground Floor, while accommodating bedroom space on a First Floor, with an option of a Third Bedroom on a Loft Roof space.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
11/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

Index:

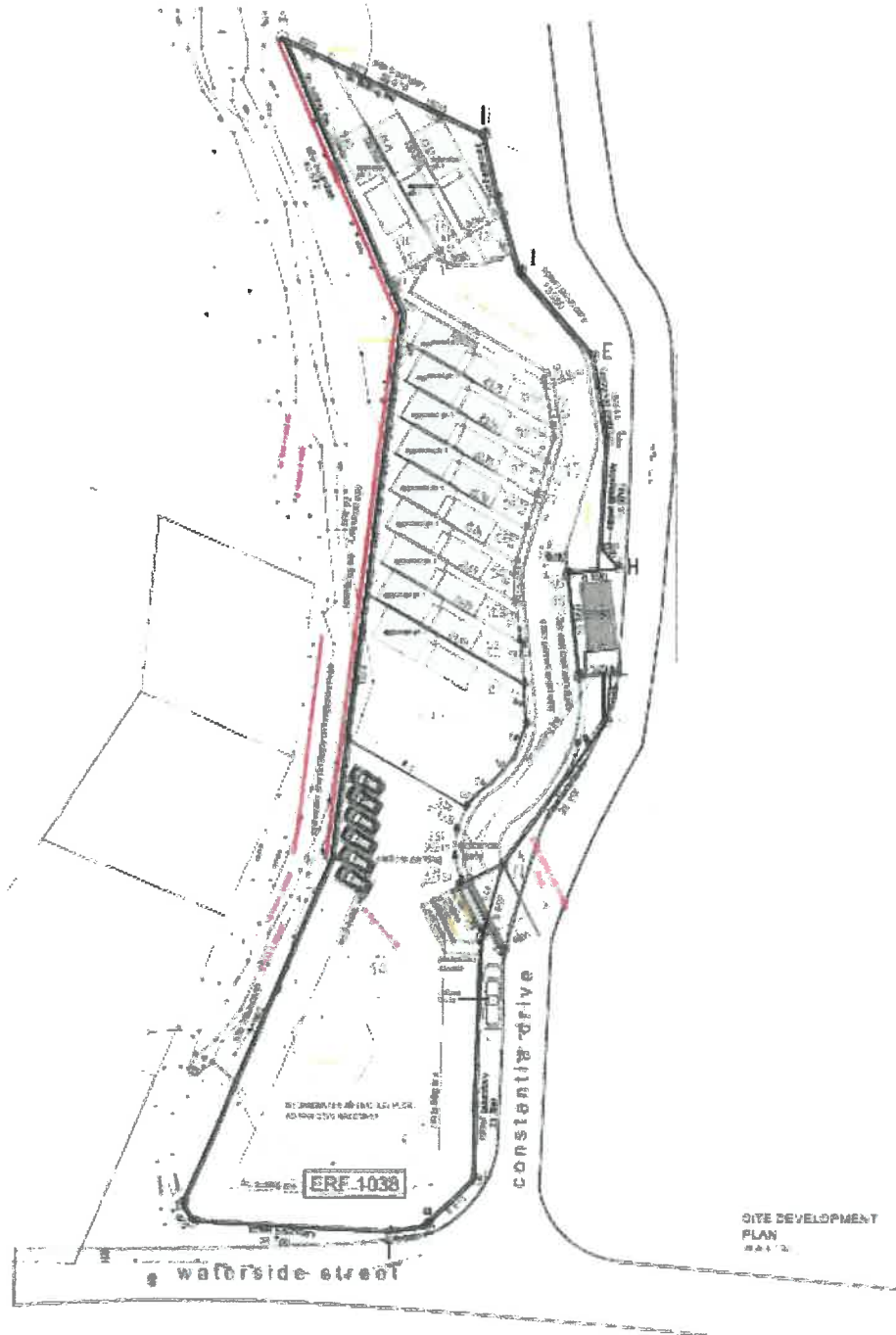
	page
1. Project Description:	01
2. Site Development Plan:	02
3. Schedule of Areas for Erven 1-12:	03
4. Schedule of Areas: Plot and Plan Units:	03
5. Siting of Houses:	03
6. Building Procedure:	04
7. Building Design:	04
8. Material Use:	04
9. Other Elements:	05
10. Plans Submission:	05

ANNEXURE A: SITE DEVELOPMENT PLAN
ANNEXURE B: UNIT LAYOUTS
ANNEXURE C: BUILDING PLANS
ANNEXURE D: FINISHING SCHEDULES

MUNISIPALITEIT GEORGE MUNICIPALIT	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subj to the conditions contained in the covering letter.	
11/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDE

2. Site Development Plan

See separate annexure A for SDP layout.



MUNISIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
DATE
DATUM


MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

3. Schedule of Areas for Erven 1-12:

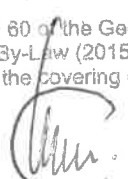
PORTION	PROPOSED ZONING	AREA(m2)
1	General Residential Zone 2 (Group Housing)	424,7
2	General Residential Zone 2 (Group Housing)	109
3	General Residential Zone 2 (Group Housing)	102
4	General Residential Zone 2 (Group Housing)	97
5	General Residential Zone 2 (Group Housing)	98
6	General Residential Zone 2 (Group Housing)	102
7	General Residential Zone 2 (Group Housing)	106
8	General Residential Zone 2 (Group Housing)	109
9	General Residential Zone 2 (Group Housing)	110
10	General Residential Zone 2 (Group Housing)	199
11	General Residential Zone 2 (Group Housing)	120
12	General Residential Zone 2 (Group Housing)	127
13	General Residential Zone 2 (Private Road)	715
14	General Residential Zone 2 (Private Open Space)	1788,3
15	Access Servitude	76
	TOTAL	4283

4. Schedule of Areas: Plot and Plan Units:
See separate annexure B for detailed floor plans.

TYPE 1 (2 bedroom, shared bathroom)				
ground	first	total		
55	58	113		
TYPE 2 (2 bedroom, separate bathrooms)				
55	60	115		
TYPE 3				
55	60	33	148	

5. Siting of Houses:

Each unit shall be placed as specified on the approved Site Development Plan. No deviations shall be permitted. The setting out of each unit shall be carried out by a registered surveyor and certified as correct before construction. The approved Site Development Plan defines all approved building line restrictions, Height Restrictions, coverage percentages and permissible bulk factors.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

6. Building Procedure:

All separate Building Plans shall be drawn up by the designated estate Architect. Each subdivided erf shall receive independent building plans that shall be submitted for formal building plan approval on behalf of each owner at the George Building Control Department. All fees relating to the plans, submission, and approval process shall be paid by the Registered Owner of the subdivided erf. No building work shall commence without approved plans. Building procedure shall be carried out in accordance with the *Constantia Kloof Village Home Owner's Association (CKVHOA)* constitution and no building work shall commence without the written approval of the CKVHOA.

All local authority and SANS building codes shall comply to the building process and approval of all drawings and plans.

7. Building Design:

See separate annexure C for detailed Building Plans. Each building plan shall be completed by the designated Estate Architect by inserting the Site Plan, Schedule of Areas and all other documentation as prescribed by the SANS10400 codes and the Local Authorities. All professional fees payable by the Registered owner.

There shall be no deviation on any plans of the Plot and Plan units without the approval of the CKVHOA via submission by the designated Estate Architect.

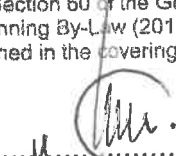
8. Material Use:

See separate annexure D for schedule of Finishes.

All external finishes and materials shall be as described in the Schedule of Finishes.

All external elements such as driveways, access paths, focus landscaping, retaining walls, screen walls, etc. shall be strictly controlled by the CKVHOA via the Estate Architect in order to create uniformity in the character and quality of material use.

Internal finishes can be selected as per registered owner, but the specification in the Finishing Schedule (Annexure D) shall be considered as the minimum standard specification for all units in order to protect the future value of each of the investments in the Estate.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

9. OTHER ELEMENTS

7.1 General

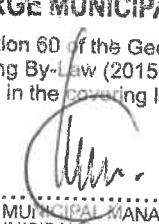
- All waste and soil pipes will be concealed within walls or ducts not to be exposed to exterior.
 - Solar panels for water heating shall be fitted inconspicuously, and as per the Approved Building Plans and also as per manufacturer's installation specification.
 - Washing lines, waste storage bins and dog kennels should be totally screened, and placed within the provided dry yard area on the standard plan layout.
 - Canvas, metal or other awnings will not be permitted.
 - Boats and caravans should be kept on the owner's property. Owners must adhere to the CKVHOA Estate rules to comply with all parking and storage regulations of extra vehicles, boats, caravans and other movable and leisure equipment.
 - All radio and television aerials and satellite dishes (painted as per wall colour) should be positioned as unobtrusively as possible. Design, position and size subject to CKVHOA approval. Please note that the proposed satellite dish position needs to be pointed out to the Building Controller, prior to installation.
Radio ham aerial structures will not be allowed. Concealed conduiting must be allowed for all satellite dishes.
 - Air-conditioning units to be well concealed.
 - Signage and post boxes, all to be as per estate rule.
 - No staff or other temporary accommodation or storage shall be erected on any part of the property.
- All gas bottles to be placed within the dry yard area or in a concealed space and be installed and stored as per the National Building Regulations and to be certified and maintained by specialist.
- All houses must allow for the recycling of kitchen waste with approved refuse removal points.
 - All construction sites to be enclosed by minimum 75% black shade cloth fencing (1800 high). Shade cloth must be contained within a frame to avoid stretching and bagging.
 - All consultant's boards to be as per attached example.

10. PLAN SUBMISSION FORM

The following must be adhered to before a plan will be tabled for comment, review or approval.

All correspondences and submissions are to be addressed to:

Constantia Kloof Village Home Owner's Association (CKVHOA)

MUNICIPALITY OF GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020 DATE DATUM	 MUNICIPAL MANAGER MUNISIPALE BESTUURDER

C/O The chairperson – Review Architect (Geringer Architects)
Address: 2 ALMA ROAD, KENRIDGE, DURBANVILLE, CAPE TOWN, 7550.
Tel. : 021 975 3937 email: martin@geringer.co.za

Martin Geringer: 082 338 6531

Erf No.:

Unit Type:

Registered Owners name:

Tel

Fax

Email

Current physical address:

.....

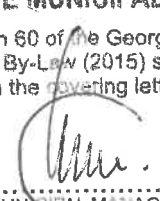
Code:

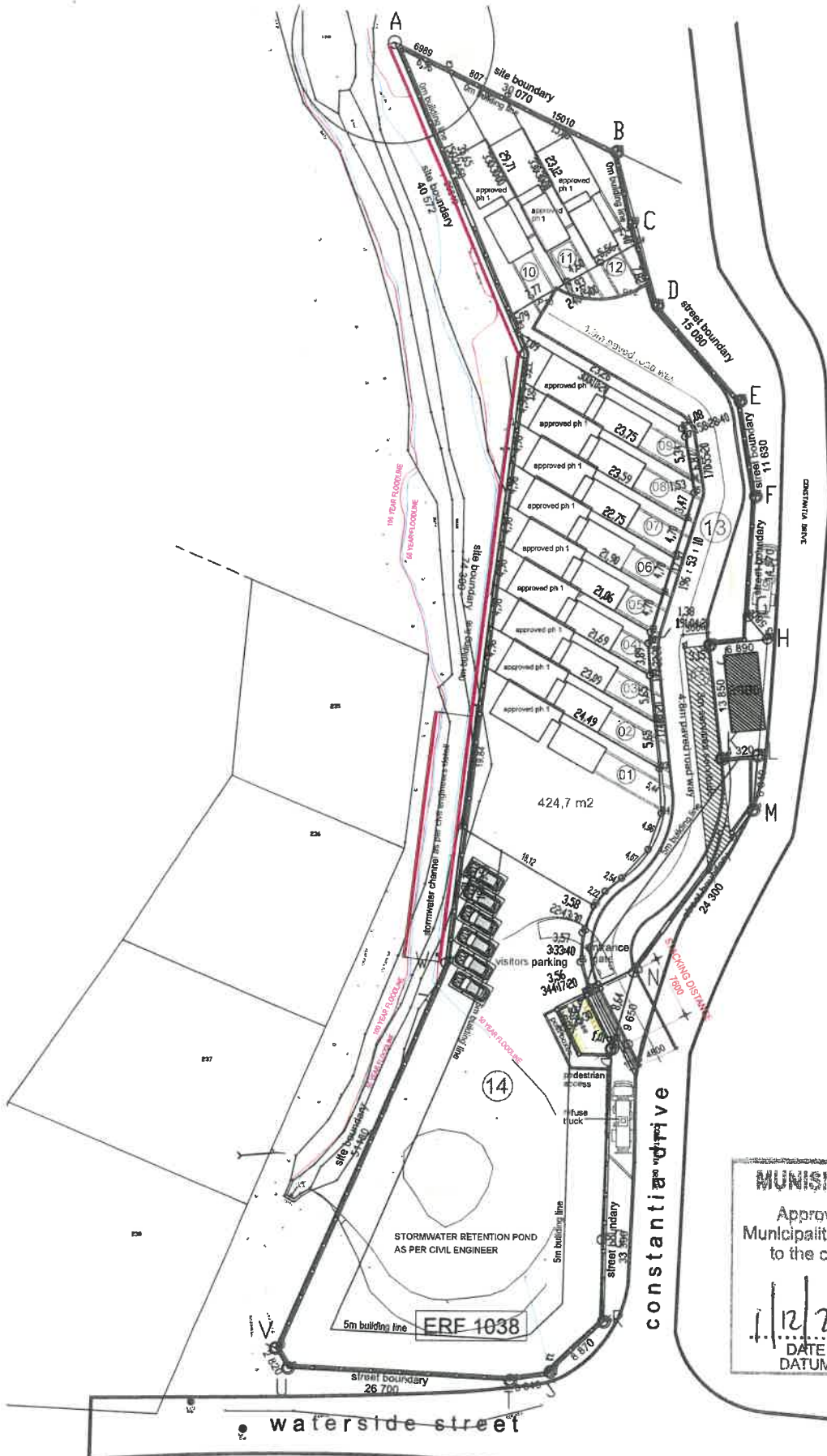
Current postal address:

Code:

MUNISIPALITEIT GEORGE MUNICIPALITY
Approved in terms of Section 60 of the George Municipality; Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
DATE / DATUM


MUNICIPAL MANAGER
MUNISIPALE BESTUURDER



MUNISIPALITEIT GEORGE MUNICIPALITY
 Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.
 1/12/2020
 DATE
 DATUM
 MUNICIPAL MANAGER
 WILDERNESS BESTUURDER
 SITE DEVELOPMENT PLAN
 SCALE 1:500



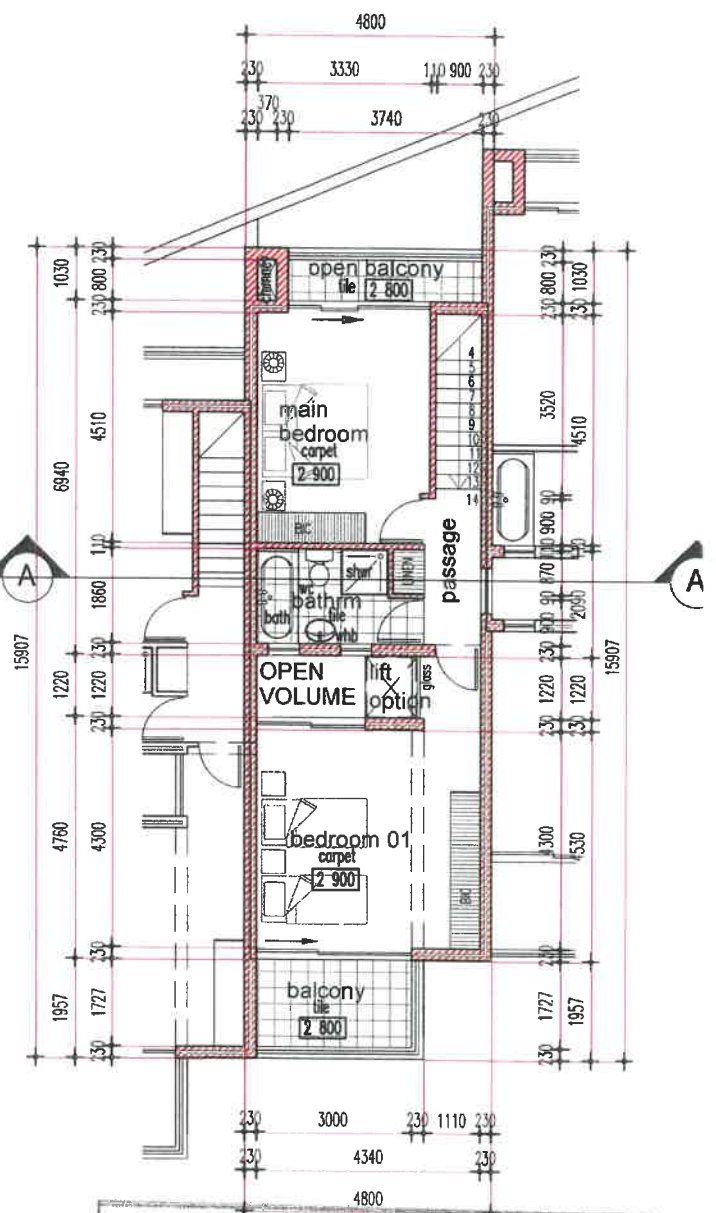
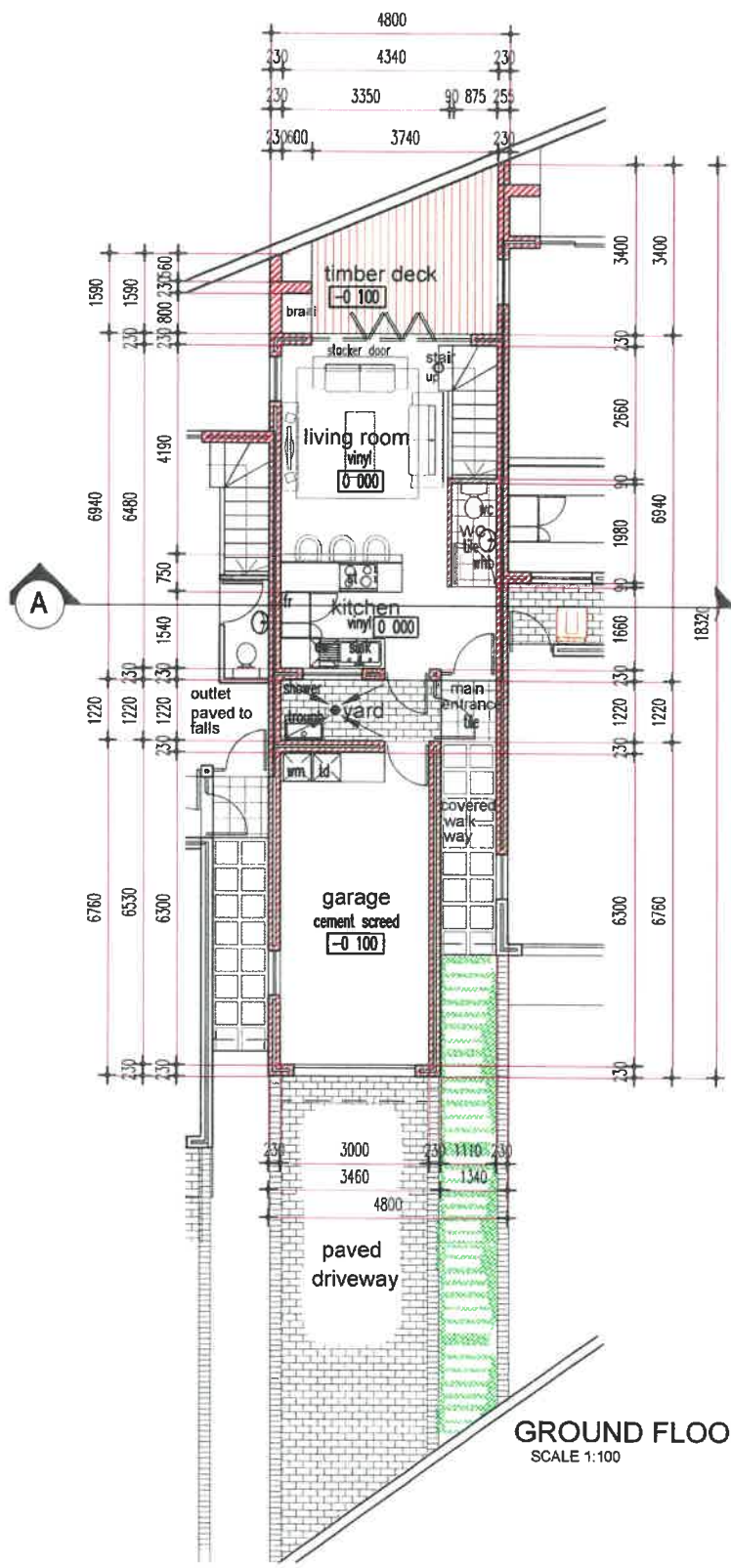
PROJECT
PROPOSED NEW PROJECT ON ERF 1038, COSTANTIA DRIVE WILDERNESS

CLIENT
CLIENT

WORK PHASE
**SITE DEVELOPMENT PLAN:
 Approved units 1-12**

PROJECT INFORMATION		
<input type="checkbox"/> PROJECT NO: 394	<input type="checkbox"/> REVISED: 002	<input type="checkbox"/> DRAWING NO:
<input type="checkbox"/> SCALE: 1:500	<input type="checkbox"/> DATE: AUG 2019	<input type="checkbox"/> DRAWN BY: MG

All plumbing
 10. All glazing to
 11. All plumbing to
 to be tested and



GROUND FLOOR PLAN
 SCALE 1:100

MUNISIPALITEIT GEORGE MUNICIPALITY
 Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.
 1/12/2020
 DATE
 DATUM
FIRST FLOOR
2 BEDROOM
 MUNICIPAL MANAGER
 MURIEL ME BETHURDER
 SCALE 1:100



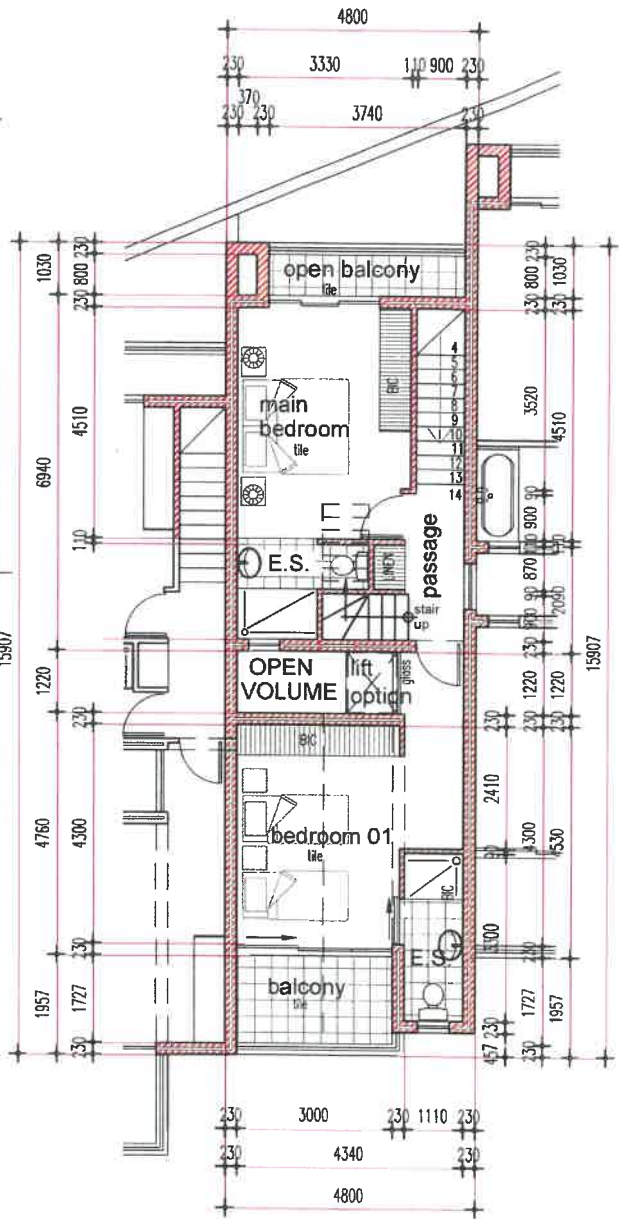
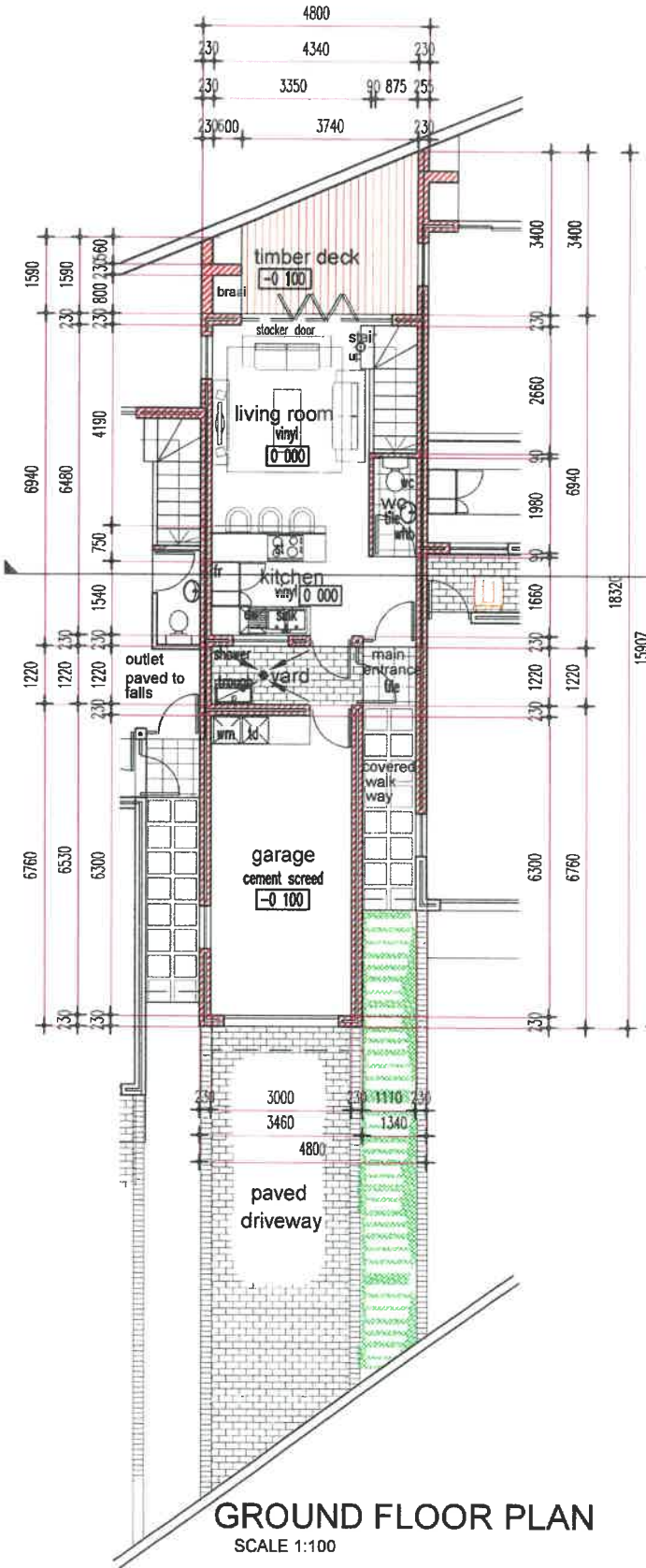
PROJECT
PROPOSED NEW PROJECT
 ON ERF 1038, COSTANTIA DRIVE
 WILDERNESS

CLIENT
CLIENT

WORK PHASE
FLOOR PLANS
UNIT TYPE 1
113 m2

PROJECT INFORMATION		
<input type="checkbox"/> PROJECT NO. 384	<input type="checkbox"/> REVISED 002	<input type="checkbox"/> APPROVED
<input type="checkbox"/> SCALE 1:100	<input type="checkbox"/> DATE DEC 2015	<input type="checkbox"/> DRAWN BY MG

149 upper knaridge ave knaridge durbanville cape town
 082 338 6531 021-975 2984 fax 086 620 9644
 martin@geringer.co.za



MUNISIPALITEIT GEORGE MUNICIPALITY
 Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.
 1/2/2020
 DATE DATUM
 MUNICIPAL MANAGER
 MUNISIPAL BESTUURDER



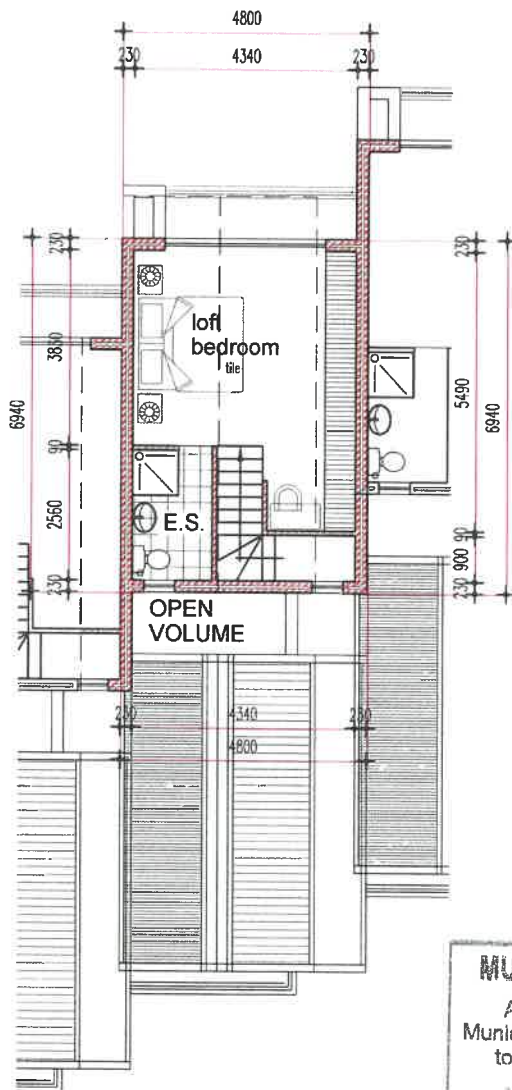
149 upper kenridge ave kenridge durbanville cape town
 082 338 6531 021-675 2994 fax 086 620 9644
 martin@geringer.co.za

PROJECT
 PROPOSED NEW PROJECT
 ON ERF 1038, COSTANTIA DRIVE
 WILDERNESS

CLIENT
 CLIENT

WORK PHASE
 FLOOR PLANS
 UNIT TYPE 2
 115 m2

PROJECT APPROVAL
 PROJECT NO: 394
 REV NO: 002
 DRAWING NO: 1:100
 DATE: DEC 2015
 BY: MG



LOFT FLOOR
SCALE 1:100

MUNISIPALITEIT GEORGE MUNICIPALITY
 Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.
 1/12/2020
 DATE
 DATUM
 MUNICIPAL MANAGER
 MUNISIPALE BESTUURDER



149 upper kenridge ave kenridge durbanville cape town
 062 356 6531 021-975 2684 fax 066 620 9844
 martin@geringer.co.za

PROJECT
**PROPOSED NEW PROJECT
 ON ERF 1038, COSTANTIA DRIVE
 WILDERNESS**

CLIENT
CLIENT

WORK PHASE
**FLOOR PLANS
 UNIT TYPE 3
 148 m2**

PROJECT INFORMATION		
<input type="checkbox"/> PROJECT NO. 394	<input type="checkbox"/> REVISED 002	<input type="checkbox"/> APPROVED BY
<input type="checkbox"/> SCALE 1:100	<input type="checkbox"/> DATE DEC 2015	<input type="checkbox"/> APPROVED BY MG

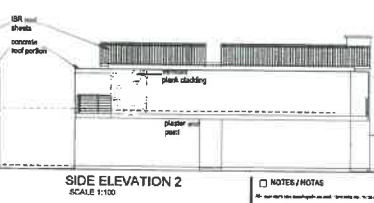
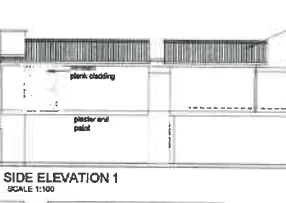
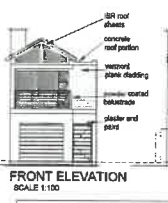
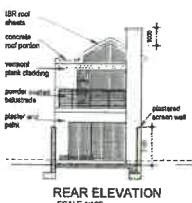
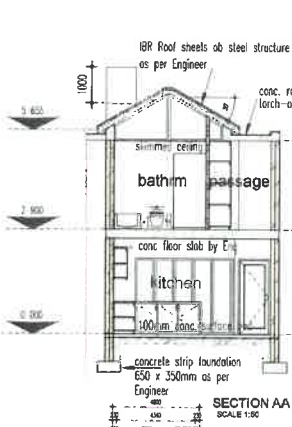
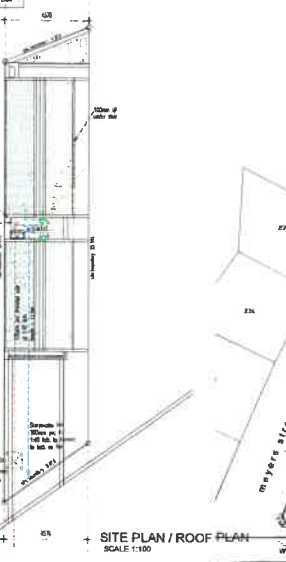
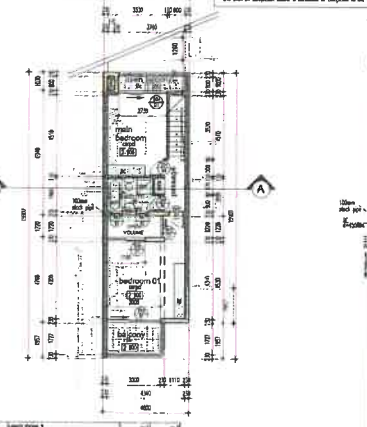


TABLE FOR ROOF AND CEILING CONSTRUCTION
 OVERVIEW: 2 - 1000mm x 1000mm

Roof Construction	Area (m ²)	Volume (m ³)
1. 1000mm x 1000mm	100.00	100.00
2. 1000mm x 1000mm	100.00	100.00
3. 1000mm x 1000mm	100.00	100.00
4. 1000mm x 1000mm	100.00	100.00
5. 1000mm x 1000mm	100.00	100.00
6. 1000mm x 1000mm	100.00	100.00
7. 1000mm x 1000mm	100.00	100.00
8. 1000mm x 1000mm	100.00	100.00
9. 1000mm x 1000mm	100.00	100.00
10. 1000mm x 1000mm	100.00	100.00

MUNICIPALITY ENERGY DEMAND ALLOWED FOR LIGHTING
 1. 1000mm x 1000mm

Lighting	Power (W)	Area (m ²)
1. 1000mm x 1000mm	1000	100.00
2. 1000mm x 1000mm	1000	100.00
3. 1000mm x 1000mm	1000	100.00
4. 1000mm x 1000mm	1000	100.00
5. 1000mm x 1000mm	1000	100.00
6. 1000mm x 1000mm	1000	100.00
7. 1000mm x 1000mm	1000	100.00
8. 1000mm x 1000mm	1000	100.00
9. 1000mm x 1000mm	1000	100.00
10. 1000mm x 1000mm	1000	100.00



NOTES / NOTES

REVISIONS / WYSKINKS

CLIENT SIGNATURE:

GERINGER ARCHITECTS
 1000mm x 1000mm
 1000mm x 1000mm
 1000mm x 1000mm

PROPOSED new development on Erf 1038, Constantia Kloof Wilderness

UNIT TYPE 1
 WORKING DRAWING

1000mm x 1000mm
 1000mm x 1000mm
 1000mm x 1000mm

DATE DATUM: 1/12/2020

MUNICIPAL MANAGER
 MUNISIPALE BESTUURDER

MUNICIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
 DATE DATUM

MUNICIPAL MANAGER
 MUNISIPALE BESTUURDER



149 upper kenridge ave kenridge durbanville martin@geringer.co.za cell 082 338 6631 tel 021-976 2994 fax 086 6209644

149 upper kenridge ave . kenridge . durbanville . cape town . 7550

ph 082 338 6531 . fax 086 620 9644 . email
martin.geringer@falsebay.org.za

Erf 1038, Constantia Kloof
 Village, Wilderness
 For Client



FINISHING SCHEDULE

1. PRELIMINARIES

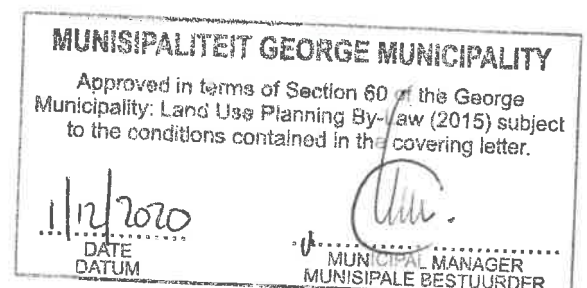
The buildings will be erected substantially in compliance with the National Building Regulations, SABS 0400, SANS 10400 & 204, the guidelines of the NHBRC, the requirements of the Local Authority and general Financial Institutions, but this specification will override these requirements should any conflicts arise.

In the event of any discrepancy arising between the provisions of the plan and those of the specification, the provisions of the specification will prevail. The selection of items are also subject to the Client / Architect's discretion.

All materials herein specified are subject to availability. If any materials are not readily available or undue delay is experienced in obtaining them, the Contractor shall notify the Client / Architect, upon which the Client shall have the right to select nearest or approve nearest similar material available.

All work shall conform to and be carried out in accordance with the local building regulations. Items covered by P.C or provisional sums are to be timeously selected by the Client/Contractor in order to allow for lead times.

When the provisions of the financial institution's minimum requirements are in conflict with the national building regulations, then the latter shall take precedence over the requirements, in the event of any discrepancy arising between the plan and the "Specification and Finishing Schedule", the provisions of the latter shall prevail.



2.AVAILABILITY OF MATERIAL

All materials are specified subject to availability. The Contractor must familiarize himself with the materials selected, make contact with the suppliers in good time, and notify the Client timeously if there may be a problem with the selection. Where the supplier becomes a Selected Sub Contractor under the Principle Agreement, the Contractor must notify the Sub-Contractor of his program and timelines to avoid any delays in the material delivery on site. Where the supplier becomes a Nominated Sub Contractor under the Principle Agreement, the Contractor must notify the Client in time to prepare for work / materials on site to avoid any delays in the program. Where specific materials are specified, the Client shall be notified whether the supplier of the material becomes a Selected – or a Nominated Sub Contractor under the Principle Agreement.

3.CONCRETE

All reinforced concrete framework, stairs and slabs per engineer's specifications.
Project Engineers: To be Confirmed.

Concrete foundations to Engineer's specification. No foundations are to exceed over site boundary lines.
All retaining walls to the Engineer's detail specification and all waterproofing details to Engineer's specifications.
In the absence of a Geotechnical Survey, the Engineer takes full responsibility for the design of the footings, retaining walls and waterproofing details.
The Contractor takes full responsibility for the treatment and disposal of storm water during the Construction process.
The Contractor bears the cost for availability and supply of water during the Construction process.

4. BRICKWORK

All brickwork shall be constructed by 90mm clay maxi bricks. Brick force to be used every 5th course or as per Engineer's detail specification.

4.1 External brick walls:

A 230mm cavity brick wall shall be formed, consisting of 2 half brick skins of 90mm, and a 50mm cavity. Cavities are to be kept clean of cement or any other rubble while constructing the walls. Butterfly wire ties to be used at 5 per m² to stiffen and bind the wall. Precast concrete lintels to be used over all openings, and must be laid in accordance with the manufacturer's specification. A stepped dpc layer shall be constructed over all lintels, with weep holes placed at regular intervals over the lintels.

All walls to be smooth plastered internally and externally. A 12mm expansion joint to be formed where brickwork joins with concrete structure, and the joints are to be 'Jointex' filled and silicone sealed.

All sills are to be plastered sills, with chamfered angle at 25degrees as per Architect's detail.

4.2 Internal brick walls:

Internal brick walls are to be 90mm or 180mm as shown on plan.

All internal brick walls are to be plastered smooth both sides.

Precast concrete lintels are to be used over all openings, and laid in accordance with the manufacturer's specification.

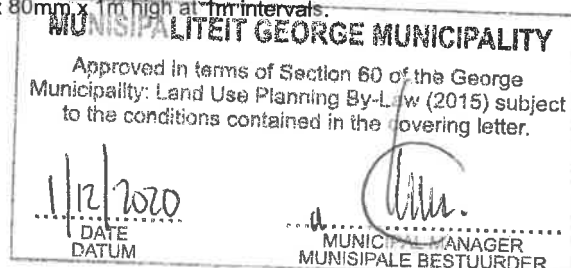
4.3 Boundary walls:

To later detail.

5. STAIRS:

All stairs are to be formed, in situ concrete stairs, as specified by the Engineer. Maximum risers of 180mm and minimum treads of 250mm shall apply. All the railings and balustrades according to Architect's detail.

Constructed of stainless steel, horizontal round bar at 100mm c/c with stainless steel top rail at 60mm diameter on stainless steel uprights 12mm x 80mm x 1m high at 1m intervals.



6. WINDOWS:

All windows are to be powder coated aluminium framed, colour **WHITE**.
All windows to be in accordance with the Architect's window schedule and to the quantities set out in the window schedule. All the quantities to be checked and discrepancies to be reported to the Architect. All aluminium to conform to AAMSA and SABISA standards, to be weather proof and to be able to withstand wind loads of up to 1.2 mPa.

7. GLAZING:

All glazing to be as per Architect's drawings and window schedules. **Double Low-E glass. Lower Floor:**
All glass to be safety glass.
All glazing used in bathrooms to receive obscure glass.
All glazing to conform to SANS 204 and as per the rational design in the window schedule.
All glass to conform to SAGGA standards.

8. DOORS:

All doors to be as per the Architect's door schedule. All quantities to be checked and discrepancies to be reported to the Architect.

All door furniture as specified by DORMA CAPE.

All door frames to be varnished hardwood frames: PLASCON WOOD CARE for interior and exterior application, through out. Colour: clear matt finish.

Garage doors:

130mm Horizontally slatted Meranti timber sectional overhead garage doors size 2440 x 2 100mm. Single door:- as supplied by **Contractor**. To be galvanized steel reinforced. (RF)

Automation: To be **DIGIDOOR** or similar A.S.A product. Remote controlled.

9. ROOFS:

1. Pitched roof at 30 degrees. Curved apex as per Section AA

Roof to be: **SAFINTRA SAFLOK 700 CONSEALED ROOF CLIP SYSTEM** FOR SEVERE WIND CONDITIONS. Use High Wind Load installation detail as per coastal region exceeding 120km/h wind load.

0.55mm Aluminium Zink sheets with **ColorPLUS** finish, color **WHITE**.

Provide matching zink-alum flashings to all parapet walls and chimneys and gable walls where applicable with matching color finish.

Provide 4mm Alucushion® / Bubblefoil® FR (Fire Retardant) - white polyethylene coated single sided aluminium foil insulation Code 2906 as supplied by Alucushion® Thermal Insulation (Pty) Ltd. Laid taut over purlins and fixed concurrent with roof covering; overlapped longitudinally by 100mm; on and including white PVC coated straining wire spaced at 383mm centres; all in strict accordance with the manufacturers specifications.

Fascia: **EVERITE NUTEC FIBRE CEMENT FASCIA**, 228mm x 12mm. Colour: **WHITE**


Gutter: See Architect's detail (section AA, BB)

Down pipes: **EVERITE NUTEC CIRCULAR DOWN PIPE 75mm color: White**

Structure:

Steel structure as per Engineer's detail.

Project Engineers: To be Confirmed

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality; Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

2. Concrete Flat Roofs:

To be as per Engineer's detail, and to Architect's drawings.

Supply *PENETRON CRYSTALLINE WATERPROOFING ADMIXTURE* as per manufacturer's specifications and dosage for specific application.

Supply cement screed to falls on top of concrete slab. 1:100 away from *Fulbore* outlets.

Supply *DERBIGUM SP4* torch-on waterproofing application according to manufacturer's details and specification.

On top of bitumen layer painted on top of cement screed to falls of 1:100 towards *FULBORE* outlets as indicated on plan.

Provide crushed stone application on top of *DERBIGUM SP4* torch on application, to be 19mm Brown Stone aggregate as supplied by Deuces Landscaping Supplies

<http://www.landscapingstonepebbles.co.za/crushed-stone-aggregates-supplier-cape-town-johanesburg-pretoria-driveway-gravels>
or similar.

Ensure all parapet walls, upstand beams and flashings receive the correct waterproofing chamfer details as per the manufacturer's specifications.

Specification: One layer *Derbigum SP4* waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and crossfalls by "torch-fusion" including protection of 50mm thick layer clean 19-25mm crushed stone on *Interdek* separation layer. Waterproofing to be installed by an Approved Derbigum Contractor under a ten year guarantee.

Use rainwater outlets as placed and specified in the Architect's drawings to the following specification:

FULBORE DOMICAL GRATING 100mm 90degree outlet.

Together with *DERBIGUM soaker flange*. Ensure that the level of the flange is kept below the screed level to prevent ponding around the outlet.

10. CEILINGS:

Provide *ISO BOARD* ceiling under all pitched steel roofs.

Provide *50mm ISOBOARD* nail up ceiling under steel purlins as supplied and specified by structural Engineer.

Order with *Isopine* surface finish with tongue and groove pattern 100mm.

For use externally under eaves detail:

Boards to fixed with concealed fixing, positively secured on both ends. Brandering spacing max = 700mm.

For external eaves linings the brandering spacing = 350mm.

Paint finish, *PLASCON* water based *Velvagro, WHITE*.

Provide skimmed *RHINOBOARD* ceiling under all flat concrete soffits as shown on plan and section where ceiling voids are formed. All skimmed *RHINOBOARD* ceilings to receive paint, *PLASCON water based VELVAGLO, WHITE*.

Ceiling isolation over skimmed flat ceilings to be: *100mm Think Pink Aerolite* isolation material to achieve R-Value of 2.73 to achieve total R-Value of roof of 3.89


Provide recessed cornice 25mm square aluminium strip to form recessed shadow line.

11. FLOOR COVERING:

- **Underfloor heating: Not Applicable**

All floor finishes to be laid on a level cement screed on top of all floor slabs. The levels indicated on the floor plans and sections are unfinished floor levels.

All tiled floor areas are to be tiled with a selected porcelain tile to be specified by the Client as follows:

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality; Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
11/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

Internal floors:

Vinyl Floor Planks to be provided through out, except where shown on plan – Bedrooms to receive carpet finish and bathrooms to receive porcelain tile finish.

Vinyl Floor Finish:

Provide Nu-Vinyl Nordic Spring Vinyl Flooring Click System - 1212 x 185 x 4.5mm

Carpet Floor Finish:

Provide Belgotex Bella Vista Range stretch carpet

Tile Floor Finish:

External: Provide Full Bodied Porcelain tile 600 x 600mm as per Beton Bianco External Ink Jet Porcelain ex Tiletoria.

Internal: Provide Full Bodied Porcelain tile 600 x 600mm as per Beton Bianco Internal Porcelain ex Tiletoria

A 12mm expansion joint to be formed at all floor joints as specified by the Engineer, and at minimum intervals of 5m.

All floor finishing to receive a painted timber skirting: 90mm Quick six 4 type timber skirting as supplied by 'Essential Mouldings' or similar.

Painted *PLASCON SUPER UNIVERSAL ENAMEL BROKEN WHITE 376* through out.

Garage floors to receive a cement screed finish with Floor Paint Grey.

Allow for weather step as per Architect's drawings and as per the installer's detail requirements.

12. WALL FINISH:

All walls to be smooth plastered.

All kitchen walls to receive a smooth plaster finish and to receive wall tiles as per floor tile but cut in metro tile sizes of 600mm (w) x 100mm (h).

All living and bedroom areas to receive a painted finish, *PLASCON DOUBLE VELVET: Bauhaus Y2-E2-1 45* or to Client's selection. Paint specification as per *Plascon*.

13. CUPBOARDS:


Provide Built-In cupboards as per Architect's drawings to be measured from plans.

All cupboards to be 22mm chip board carcass with white melamine wrap doors with impact edging. Provide Raiel pull handles to be 130mm Brushed Nickel Barrett Handle.

Kitchen tops to be Blanco Maple Silestone Granite Tops. 20mm

14. SANITARYWARE:

Sanitaryware to be as per Sanitaryware Schedule annexed to this Finishing Schedule

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

- Mirrors: 600 x 900mm silver mirror above whb.

- Kitchen Sink:

Allow for Franke ZRBX120B Double Undermount Sink And 2 Strainer Wastes 840x470mm

TAPS:

As per Sanitaryware Schedule

Accessories:

- Towel rails: Bathroom Butler 8500 range 800mm polished steel single towel rail square mounting.
- Toilet roll holder 8200 range Bathroom Butler type 2. Polished Stainless Steel.

15. PAINT COLOUR SPECIFICATION:

15.1 EXTERNAL PAINT COLOURS:

PRIMARY COLOUR to be PLASCON WALL AND ALL: SOAP BUBBLE Y2-E2-2

SECONDARY COLOUR to be PLASCON MICATEX BAUHAUS Y2-E2-1

15.2 INTERNAL PAINT COLOURS:

PRIMARY WALL COLOUR to be PLASCON DOUBLE VELVET: ARTIST'S CANVAS Y2-E2-3

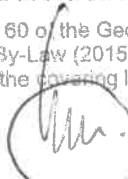
SECONDARY COLOURS to be PLASCON PEARL WHITE VEL 32 (ceilings)

SKIRTINGS AND DOOR FRAMES to be PLASCON SUPER UNIVERSAL ENAMEL BROKEN WHITE 376

16. EXTERNAL WORKS:

16.1 PAVING: All external parking and driveway areas to be brick paved, as follows:

200 mm x 100 mm thickness 55 mm cement brick pavers laid in stretcher bond on a bed of sand, compacted and levelled to falls as indicated on the Architect's plans to accommodate storm water flow.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
11/2/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

16.2 Timber Deck: to be BALAU timber planks, grooved, 120 x 15mm, on top of SA Pine rafters, 114 x 38mm at 750mm c/c. Prepare to be sealed by Woodoc Exterior Deck Sealer or similar, low gloss finish.

16.3 External ship lap cladding: Provide Everite Vermont type NUTEC cladding, to be Timber Grain 150mm wide ship lap cladding where indicated on elevations. COLOUR: White.
Installed according to manufacturer's specification on external wall surface with the necessary ground planks and fixing accessories as specified by the manufacturer.

16.4 Braai Units:

Provide JetMaster 700 Contractor Built In Braai unit complete with all fittings and accessories, including light fitting and nickel plated grill. Provide stainless steel round flue within brick chimney and provide fixed cowl on top of chimney.

16.5 External water stand pipes:

Provide external water stand pipe at Garage Door and at Patio deck.

17. ELECTRICAL INSTALLATIONS:

See Electrical Layout drawings as supplied by Architect.
Light fittings as supplied by: *Lights By Linea* – to later detail.
Light fittings and plugs as per *Le Grand Arteur*.

To be as specified and carried out by the Electrical Engineer.

18. PLUMBING INSTALLATIONS:


To be as specified by the Architect and carried out by a professional plumber.

19. FURTHER NOTES:

This specification and schedules to be read in conjunction with the Architectural drawings in the 408-001 range, the Structural Engineer's drawings, the Electrical Layouts. All notes and specifications that contradicts any specifications and notes that appear on any other drawing, should be cleared out with the Architect, but should supercede any note or specification that appear on small scale (1:100) drawings. Contractor to provide provisional costs for the various elements and finishes in the bill to assist the Client with budget planning during the tender and construction process with possible change in material selection in mind.

The Client will provide details for Air Conditioning and Heat Pumps installation. Provision to be made in the Electrical supply and reticulation for AC installation and Heat Pumps installation.

FIN.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020 DATE DATUM	 MUNICIPAL MANAGER MUNISIPALE BESTUURDER

MUNISIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
DATE
DATUM


MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

LIXIL


Link to Good Living



Constantia Kloof Village, Wilderness

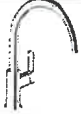
[LIX-1049845.1]

Document: Quantity Surveyors Document
Date: Tuesday, 27 November 2018
Representative: Jean-Pierre Saayman
Mobile No: 082 894 7737
Email Address: jean-pierre.saayman@grohedawn.com







MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
11/2/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

APARTMENTS_ : Option1 BauEdge

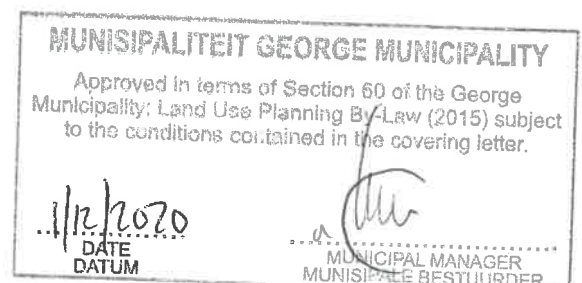
APARTMENTS_ - KITCHENS_ :

NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-31233000	Grohe - BauEdge Single Lever Sink Mixer Chrome	1 x
Product Notes: BauEdge single lever sink mixer chrome. Volume: 0.0078m³				



APARTMENTS_ - Guest WC:




NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		VAA-773862WH	Vaal - Concorde 2 - Toilets - Close-Coupled - White 645mm x 358mm x 845mm	1 x
Product Notes: Vitreous china close-coupled toilet suite, 90° outlet closed rim wash-down pan and matching 6 litre top dual flush cistern complete with lid, fittings, quality thermostet soft-close seat and floor brackets.				
		COB-832/350F	Cobra - - Valves - Angle Valves - Chrome	1 x
Product Notes: Angle stop valve, chrome. Including 350mm braided flexi hose.				
		VAA-702400WH	Vaal - Concorde 630 - Basins - Wall-Hung - White 630mm x 500mm x 200mm	1 x
Product Notes: Vaal Sanitaryware fine fireclay 630 x 500mm rectangular "Concorde 630" basin with three semi-punched tapholes				
		VAA-8448Z000	Vaal - - Basins - Fixations - Chrome Related To: VAA-702400WH	1 x
		VAA-715000WH	Vaal - Classic - Basins - Pedestals - White 685mm Related To: VAA-702400WH	1 x
		GRO-32858000	Grohe - BauEdge Single Lever Basin Mixer Smooth Body Chrome	1 x
Product Notes: BauEdge single lever basin mixer, smooth body chrome. Volume: 0.004256m³				



APARTMENTS_ continued on next page...



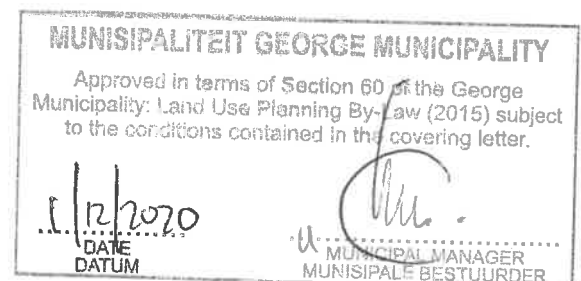
Content liability (IO) INSERTION ORDERS: (Visual material description & content): The content of this document is generated with the utmost care. In some instances visual material (product pictures) may relate to general representation only and specs, colours, description and/or other specifications may vary in accordance.

NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-48159000	Grohe - Multi Level Basin Mixer Flow Control Related To: GRO-32858000	1 x
		COB-832-10	Cobra - - Valves - Angle Valves - Chrome 82mm	2 x
Product Notes: Angle valve for flexi tubes, ball-type, chrome. Includes: sliding wall flange, and 1/2" BSP male inlet x 1/2" BSP male outlet.				


APARTMENTS_ - Main Bathroom: Bath				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-29040000	Grohe - BauEdge Single Lever Shower Mixer Concealed Chrome	1 x
Product Notes: BauEdge single lever shower mixer, concealed chrome. Volume: 0.003650959m³				
		LIB-01-FP-PM059-NNNN	Libra - Abbracci - Da Vinci - Baths - Surrounds/Skirts - White 1800mm x 800mm	1 x
Product Notes: Da Vinci acrylic surround for Da Vinci bath (01-FP-BM223-NNNL), 1800 x 800mm. Plumbing kit and legset system included.				
		ISC-EX1819CH	Isca - - Wastes, Traps & Overflows - Bath Fillers/Overflows - Chrome	1 x
Product Notes: Bath filler round, chrome.				

APARTMENTS_ - Main Bathroom: Shower				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-26053000	Grohe - Rainshower Cosmopolitan 210 Head Shower Set Chrome 57L	1 x
Product Notes: Rainshower Cosmopolitan 210 headshower set 5,7l/min. Volume: 0.00715275m³				
		ISC-0616CH	Isca - - Wastes, Traps & Overflows - Shower Traps - Chrome	1 x
Product Notes: Shower trap, chrome.				


APARTMENTS_ continued on next page...





Content liability (IO) INSERTION ORDERS: (Visual material, description & content). The content of this document is generated with the utmost care. In some instances visual material (product pictures) may relate to general representation only and specs, colours, description and/or other specifications may vary in accordance.


NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-29040000	Grohe - BauEdge Single Lever Shower Mixer Concealed Chrome	1 x

Product Notes: BauEdge single lever shower mixer, concealed chrome. Volume: 0.003850959m³


APARTMENTS_ - Main Bathroom: Basin				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		VAA-702400WH	Vaal - Concorde 630 - Basins - Wall-Hung - White 630mm x 500mm x 200mm	1 x

Product Notes: Vaal Sanitaryware fine fireclay 630 x 500mm rectangular "Concorde 630" basin with three semi-punched tapholes

		VAA-8448Z000	Vaal - - Basins - Fixations - Chrome Related To: VAA-702400WH	1 x
		VAA-715000WH	Vaal - Classic - Basins - Pedestals - White 685mm Related To: VAA-702400WH	1 x

		GRO-32858000	Grohe - BauEdge Single Lever Basin Mixer Smooth Body Chrome	1 x
--	--	--------------	---	-----

Product Notes: BauEdge single lever basin mixer, smooth body chrome. Volume: 0.004256m³

		GRO-48159000	Grohe - Multi Level Basin Mixer Flow Control Related To: GRO-32858000	1 x
--	---	--------------	---	-----

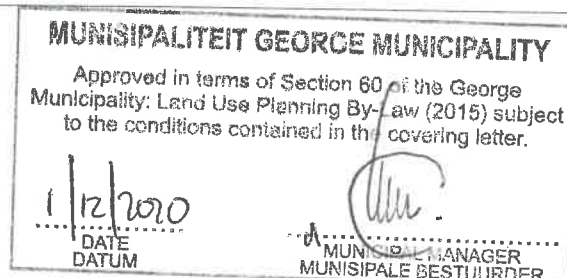
APARTMENTS_ - Guest Bathroom: Shower				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-27541000	Grohe - Tempesta Cosmopolitan 200 Head Shower 1 Spray Chrome	1 x


Product Notes: Tempesta Cosmopolitan 200 head shower 1 spray chrome. Volume: 0.00416025m³

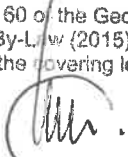
		GRO-28361000	Grohe - Rainshower Shower Arm 380mm 380mm	1 x
--	---	--------------	--	-----

Product Notes: Grohe Rainshower shower arm 380mm. Volume: 0.00449995m³

APARTMENTS_ continued on next page...




NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-29040000	Grohe - BauEdge Single Lever Shower Mixer Concealed Chrome	1 x
Product Notes: BauEdge single lever shower mixer, concealed chrome. Volume: 0.003850959m³				

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020 DATE DATUM	 MUNICIPAL MANAGER MUNISIPALE BESTUURDER







Content liability (IO) INSERTION ORDERS: (Visual material, description & content): The content of this document is generated with the utmost care. In some instances visual material (product pictures) may relate to general representation only and specs, colour, description and/or other specifications may vary in accordance.

APARTMENTS_ : Option 2 EuroCube

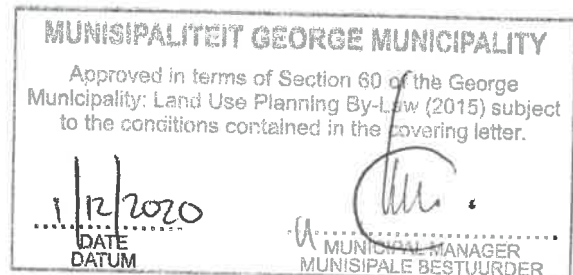
APARTMENTS_ - Kitchen:




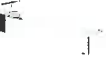
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-G32843000	Grohe - Eurosmart Cosmopolitan Single-Lever Sink Mixer 1/2" Chrome	1 x
Product Notes: Eurosmart Cosmopolitan single-lever sink mixer bow spout, 1/2", chrome. Volume: 0.00987982m³				

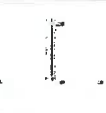


APARTMENTS_ - Guest WC:


NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		VAA-773862WH	Vaal - Concorde 2 - Toilets - Close-Coupled - White 645mm x 358mm x 845mm	1 x
Product Notes: Vitreous china close-coupled toilet suite, 90° outlet closed rim wash-down pan and matching 6 litre top dual flush cistern complete with lid, fittings, quality thermostet soft-close seat and floor brackets.				
		COB-832-10	Cobra - - Valves - Angle Valves - Chrome 82mm	1 x
Product Notes: Angle valve for flexi tubes, ball-type, chrome. Includes: sliding wall flange, and 1/2" BSP male inlet x 1/2" BSP male outlet.				
		VAA-702400WH	Vaal - Concorde 630 - Basins - Wall-Hung - White 630mm x 500mm x 200mm	1 x
Product Notes: Vaal Sanitaryware fine fireclay 630 x 500mm rectangular "Concorde 630" basin with three semi-punched tapholes				
		VAA-8448Z000	Vaal - - Basins - Fixations - Chrome Related To: VAA-702400WH	1 x
		VAA-715000WH	Vaal - Classic - Basins - Pedestals - White 685mm Related To: VAA-702400WH	1 x
		GRO-23132000	Grohe - Eurocube Lever Basin Mixer 1/2" S-Size Chrome	1 x
Product Notes: Eurocube single lever Basin mixer, smooth body. Volume: 0.0045552m³				

APARTMENTS_ continued on next page...




APARTMENTS_ - Main Bathroom: Bath				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		LIB-01-FP-PM059-NNNN	Libra - Abbracci - Da Vinci - Baths - Surrounds/Skirts - White 1800mm x 800mm	1 x
Product Notes: Da Vinci acrylic surround for Da Vinci bath (01-FP-BM223-NNNL), 1800 x 800mm. Plumbing kit and legset system included.				
		GRO-19898000	Grohe - Eurocube Single Lever Shower Mixer Chrome	1 x
Product Notes: single lever shower mixer, without concealed body metal lever. Volume: 0.0035m³				
		GRO-33964000	Grohe - Single Lever Mixer Concealed Body without Diverter Related To: GRO-19898000	1 x
		GRO-13303000	Grohe - Eurocube Bath Spout Chrome	1 x
Product Notes: Eurocube bath spout Chrome. Volume: 0.0016555m³				




APARTMENTS_ - Main Bathroom: Shower				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-26061000	Grohe - Rainshower F-Series 10" Head Shower Set Chrome	1 x
Product Notes: Rainshower F-Series 10 headshower set. Volume: 0.0093025m³				
		GRO-19898000	Grohe - Eurocube Single Lever Shower Mixer Chrome	1 x
Product Notes: single lever shower mixer, without concealed body metal lever. Volume: 0.0035m³				
		GRO-33964000	Grohe - Single Lever Mixer Concealed Body without Diverter Related To: GRO-19898000	1 x




APARTMENTS_ - Main Bathroom: Basin				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-23132000	Grohe - Eurocube Lever Basin Mixer ½" S-Size Chrome	1 x
Product Notes: Eurocube single lever Basin mixer, smooth body. Volume: 0.0045552m³				



APARTMENTS_ continued on next page...

MUNICIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
11/11/2020 DATE DATUM	 MUNICIPAL MANAGER MUNISIPALE BESTUURDER

Content liability (IO) INSERTION ORDERS: (Visual material, description & content). The content of this document is generated with the utmost care. In some instances visual material (product pictures) may relate to general representation only and specs, colours, description and/or other specifications may vary in accordance.

NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		VAA-702400WH	Vaal - Concorde 630 - Basins - Wall-Hung - White 630mm x 500mm x 200mm	1 x
Product Notes: Vaal Sanitaryware fine fireclay 630 x 500mm rectangular "Concorde 630" basin with three semi-punched tapholes				
		VAA-84482000	Vaal - - Basins - Fixations - Chrome Related To: VAA-702400WH	1 x
		VAA-715000WH	Vaal - Classic - Basins - Pedestals - White 685mm Related To: VAA-702400WH	1 x

APARTMENTS_ - Guest WC: Shower				
NO.	IMAGE	SUPPLIER CODE	DESCRIPTION	QTY
		GRO-26061000	Grohe - Rainshower F-Series 10" Head Shower Set Chrome	1 x
Product Notes: Rainshower F-Series 10 headshower set. Volume: 0.0093025m³				
		GRO-19898000	Grohe - Eurocube Single Lever Shower Mixer Chrome	1 x
Product Notes: single lever shower mixer, without concealed body metal lever. Volume: 0.0035m³				
		GRO-33964000	Grohe - Single Lever Mixer Concealed Body without Diverter Related To: GRO-19898000	1 x

MUNICIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
 DATE DATUM	 MUNICIPAL MANAGER MUNISIPALE BESTUURDER

Content liability (IO) INSERTION ORDERS: (Visual material, description & content): The content of this document is generated with the utmost care. In some instances visual material (product pictures) may relate to general representation only and specs, colours, description and/or other specifications may vary in accordance.

CONSTITUTION

CONSTANTIA KLOOF VILLAGE

OWNERS ASSOCIATION

MUNISIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
DATE
DATUM


MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

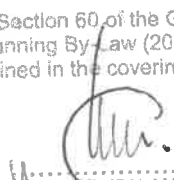
CONSTITUTION

CONSTANTIA KLOOF VILLAGE OWNERS ASSOCIATION

**A statutory body established in terms of the Land-Use Planning By-Law for George
Municipality of 2015**

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
<i>1/12/2020</i>	<i>[Signature]</i>
..... DATE DATUM MUNICIPAL MANAGER MUNISIPALE BESTUURDER

1. PREAMBLE
2. INTERPRETATION
3. CREATION OF ASSOCIATION
4. STATUS OF THE ASSOCIATION
5. MAIN OBJECT
6. FINANCIAL YEAR END
7. MEMBERSHIP OF THE ASSOCIATION
8. ALIENATION
9. SOLID WASTE COLLECTION
10. GENERAL SERVICES CONDITIONS IN FAVOUR OF THE ASSOCIATION
11. LEVIES
12. CONTRACTS AND REGULATIONS
13. BREACH
14. CESSATION OF MEMBERSHIP
15. TRUSTEE COMMITTEE
16. REMOVAL AND ROTATION OF TRUSTEE MEMBERS
17. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE
18. PROCEEDINGS OF THE TRUSTEE COMMITTEE
19. GENERAL MEETINGS OF THE ASSOCIATION
20. NOTICE OF MEETINGS
21. VENUE OF MEETINGS
22. QUORUM
23. PROXIES
24. VOTING
25. OTHER PROFESSIONAL OFFICERS
26. ACCOUNTS
27. AUDIT
28. SERVICE OF NOTICES
29. INDEMNITY
30. ARBITRATION
31. AMENDMENTS TO CONSTITUTION
32. OWNER'S ASSOCIATION WHICH FAILS TO MEET AN OBLIGATION OR CEASES TO FUNCTION

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

1. PREAMBLE

It is recorded that the Constantia Kloof Village Owners Association is constituted as a statutory body in terms of the Land-Use Planning By-Law for George Municipality of 2015, consisting of the following properties:

1.1. Erf 1038, Wilderness

2. INTERPRETATION

In this Constitution:

2.1 The following words shall, unless the context otherwise requires, have the meanings assigned to them below:

2.1.1 "Association" means the Constantia Kloof Village Owners Association;

2.1.2 "Auditors" means the auditors of the Association;

2.1.3 "Business Day" means weekdays other than Saturdays, Sundays and public holidays;

2.1.4 "By-Law" means the Land-Use Planning By-Law for George Municipality of 2015;

2.1.5 "Chairperson" means the Chairperson of the Trustee Committee;

2.1.6 "City" means the George Municipality;

2.1.7 "Common Areas" means the Private Streets, including accompanying stormwater, and Private Open Spaces, once registered in the name of the Association, together with any other area(s) and/or facilities which the Developer or the Trustee Committee may designate as Common Areas from time to time;

2.1.8 "Constitution" means this Constitution and all rules and regulations of the Association in force from time to time, and shall include all annexures;

2.1.9 "Contractor's Agreement" means the agreement to be entered into between the Association and any contractor appointed to construct an improvement on an Erf in the standard form issued by the Association from time to time;

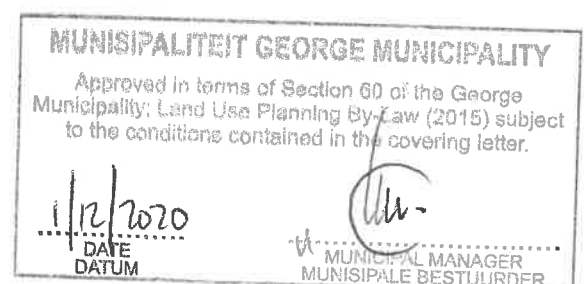
MUNICIPALITY OF GEORGE

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

1/12/2020
DATE
DATUM

[Signature]
MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

- 2.1.10 "Erf" or "Erven" means any erf or erven in the Estate;
- 2.1.11 "Estate" means the Constantia Kloof Village development to be established on the Land comprising the following erven all to be subdivided from Erf 1038, Wilderness;
- 2.1.12 "Member(s)" means member(s) of the Association who will be Registered Owners;
- 2.1.13 "month" means a calendar month;
- 2.1.14 "Registered Owner" means the Registered Owner of any of the Erven as per 2.1.11
- 2.1.15 "Residential Erven" means the Residential Erven as per 2.1.11;
- 2.1.16 "Services" means such facilities, utilities, services and amenities as may be provided on the Estate including (but not limited to) electricity, roads, storm water, water, sewerage and waste removal, of which the Association will become the owner;
- 2.1.17 "Special Resolution" means a resolution passed at a special general meeting;
- 2.1.18 "Trustee" means a member of the Trustee Committee;
- 2.1.19 "Trustee Committee" or "Trustees" means the Board of Trustees of the Association from time to time;
- 2.1.20 "in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing in words in a visible form;
- 2.1.21 "year" means a calendar year;
- 2.1.22 "Written Vote" means a vote at a General Meeting of the Association that is in writing also described as a Ballot Paper or Poll.
- 2.2 Unless the context otherwise requires, any words importing the singular number shall include the plural number, and vice versa. Words importing any one gender only shall include the other genders.



3. CREATION OF ASSOCIATION

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

4. STATUS OF THE ASSOCIATION

4.1 The Association will:

4.1.1 have legal personality and be capable of suing and being sued in its own name; and

4.1.2 operate for the benefit of the Members and/or Registered Owners.

4.2 No Member shall have any right, title or interest in or to the funds or assets of the Association in his personal capacity, all of which shall vest in the Association.

5. MAIN OBJECTIVES

The main objectives of the Association are:

5.1 the control and maintenance over:

5.1.1 all internal services, common landscaping and irrigation amenities;

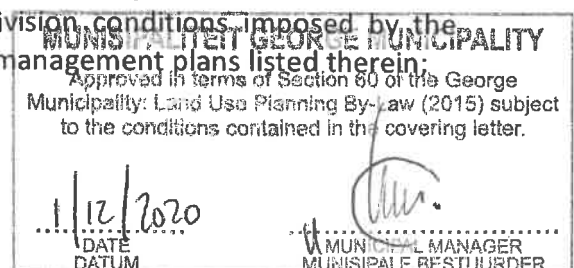
5.1.2 the further distribution of all relevant individual metering inclusive of electricity and/or water after bulk metering;

5.2 the promotion, advancement and protection of the communal and group interest of the Members generally;

5.3 to implement and maintain security measures and systems for controlled access to the Estate;

5.4 to monitor, implement and enforce compliance with the architectural guidelines of the Estate, including but not limited to ensure that colours of a neutral tone are used on the units on the erven;

5.5 to monitor and enforce compliance by the Registered Owners and the Association with the relevant subdivision conditions imposed by the City in respect of the Estate and the management plans listed therein;



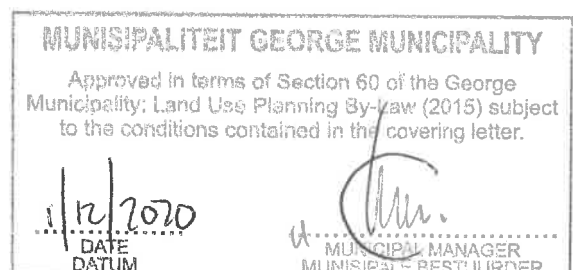
- 5.6 to bear the running cost of all street lighting within the Estate, as well as any consumption charges relating to the Common Areas;
- 5.7 to enter into service agreements with the City or any other authority or supplier of services in regard to the supply of services to the Estate, including *inter alia* refuse removal and security services;
- 5.8 to accept the cession of any rights and delegation of any duties to the Association under any other agreements(s) entered into by the Developer for the benefit of the Association;
- 5.9 to acquire and hold servitudes in the Association's favour for access to the Estate and also for the supply of services, including communication, surveillance and water to the Estate;
- 5.10 to formulate, enforce, modify, amend, add and delete the Estate conduct rules and regulations;
- 5.11 to enforce the provisions of the Constitution;
- 5.12 to accredit architects and builders to be utilised by Registered Owners in respect of any design and construction work to be conducted on Erven, in accordance with such criteria as the Association may stipulate from time to time;
- 5.13 to accredit estate agents appointed by Registered Owners and their members in respect of the resale of their Erven, in accordance with such criteria as the Association may stipulate from time to time;

6. FINANCIAL YEAR END

The financial year-end of the Association is the end of February of each year or such other date as the Trustees may decide from time to time.

7. MEMBERSHIP OF THE ASSOCIATION

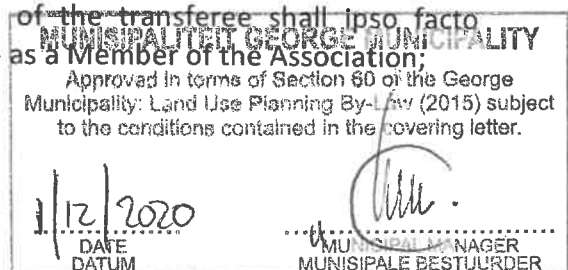
- 7.1 Membership of the Association shall be compulsory for every Registered Owner.
- 7.2 Such membership shall commence simultaneously with the transfer of the Erf into the name of the Registered Owner.



- 7.3 The following condition shall be binding on each Registered Owner and their successors-in-title and shall be included in the title deed of each Erf:
- “The Owner of each subdivided erf shall upon registration of such erf, unit or right in its name ipso facto become a member of the Association and remain so while owning the property or right.”
- 7.4 Where a Registered Owner is more than one person, all the Registered Owners of that Erf shall be deemed jointly and severally to be a Member and shall nominate 1 (one) person to represent them and vote at meetings of the Association;
- 7.5 When a Member ceases to be the Registered Owner, he shall ipso facto cease to be a Member of the Association;
- 7.6 A Registered Owner may not resign as a Member of the Association;
- 7.7 The Trustee Committee may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the Trustee Committee;
- 7.8 The rights and obligations of a Member shall not be transferable and every Member shall:
- 7.8.1 to the best of his ability further the objectives and interests of the Association referred to in clause 5 above;
- 7.8.2 observe all by-laws and regulations made by the Association and/or the Trustee Committee, from time to time;

8. ALIENATION

- 8.1 In all other instances where a Registered Owner wishes to alienate or transfer his Erf, or in the event that the said Erf is owned by a company or close corporation or trust, should the shareholder(s) or member(s) or trustee(s) or beneficiaries, wish to alienate all their shares or membership interest or other interest in such entity he shall not be entitled to do so unless:
- 8.1.1 the transferee agrees in writing to accept and abide by the Constitution and becomes a Member of the Association;
- 8.1.2 the registration of transfer or cession (as the case may be) of that Erf into the name of the transferee shall ipso facto constitute the transferee as a Member of the Association;



- 8.1.3 he obtains a clearance certificate from the Association which shall be given provided that:
- 8.1.3.1 the transferee agrees in writing to accept and abide by the Constitution of the Association, including all rules made by the Trustees and/or the Developer in terms of this Constitution;
 - 8.1.3.2 All amounts owing by the Registered Owner to the Association have been paid or satisfactorily secured, in the discretion of the Association;
 - 8.1.3.3 All obligations of the Registered Owner in terms of the Constitution have been complied with in full;
 - 8.1.3.4 He pays to the Association the fees pertaining to such certificate as determined by the Association from time to time.

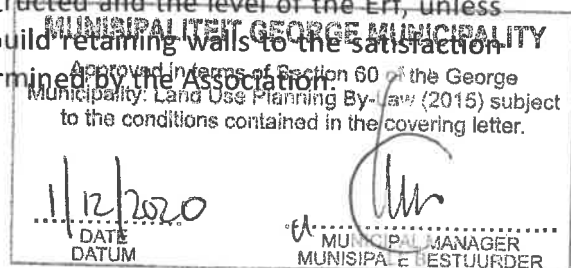
9. SOLID WASTE COLLECTION

Registered Owners shall allow the collection of Solid Waste at such times as stipulated from time to time by the Association and shall ensure that they comply at all times with all City By-laws, rules, regulations and guidelines pertaining to waste collection.

10. GENERAL SERVICES CONDITIONS IN FAVOUR OF THE ASSOCIATION

10.1 Registered Owners shall without compensation be obliged to allow gas mains, electricity, telephone, Fibre optic and television cables and/or wires, and main and/or other water pipes and foul sewers and storm water pipes, ditches, and channels of any other Erf concerned and shall furthermore without compensation be obliged to allow surface installations such as street lights, mini substations, meter kiosks and service pillars to be installed on their Erf if considered necessary by the Association in such manner and position as may from time to time be reasonably required. This shall include the right of access to the Erf at any reasonable time for the purpose of constructing, altering, removing or inspection of any works connected with the above.

10.2 Registered Owners shall be obliged without compensation to receive such material or permit such excavations on the Erf as may be required to allow use of the full width of an abutting street and provide a safe and proper slope to its bank necessitated by differences between the level of the street as finally constructed and the level of the Erf, unless the Registered Owner elects to build retaining walls to the satisfaction of and within a period to be determined by the Association.



- 10.3 Registered Owners shall be obliged without compensation to maintain every part of any retaining wall, roof, pipe, gutter, wiring or other structure.
- 10.4 Registered Owners shall be obliged without compensation to permit access to such Erven for the purpose of maintaining, cleaning, renovating, repairing, renewing, altering and adding to any wall, roof, pipe, gutter, wiring or other structure, and shall not do anything which will prevent or hinder any such access or work from being done.
- 10.5 Registered Owners shall be obliged not to make any alterations or additions to or demolish any part of the buildings erected on the subdivision, including boundary walls and fences, or change the exterior colour scheme or materials of such buildings without the written consent of the Association, nor shall they permit the exterior of the building to deteriorate and become untidy or dirty.
- 10.6 Any Members / Registered Owners having overland storm water escape routes situated on their property shall be obliged to keep these areas free of all obstruction.
- 10.7 All officials, employees and contractors employed by the Association, the City, any public service company and the Developer shall, at all times, have access to the Erven and the Common Areas for purposes of inspecting and/or maintaining all Services supplying and/or traversing any part thereof.

The association shall see to it that the officials and contractors of the City shall at all times have access to any portion of the development that may otherwise not be generally accessible to the general public due to security measures, including guarded entrances, electronic gates or booms. For the avoidance of doubt it is agreed that this requirement relates to the City's emergency services, entry for normal maintenance and replacement, meter reading and inspection and refuse removal. If access to the development is denied to the City or a contractor appointed by the City, the developer and the association will jointly and severally be liable for the full cost of the municipal infrastructure repairs and any damages the City may suffer as a result thereof and will be billed for any water losses from the system.

10.8 Maintenance of service

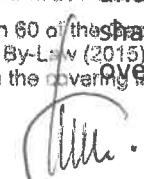
10.8.1 The City shall as from date of takeover of any of the services in terms of this agreement be responsible for the maintenance

MUNISIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the Municipalities Act (1998) subject to the conditions contained in the covering letter.

1/12/2020

DATE
DATUM



MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

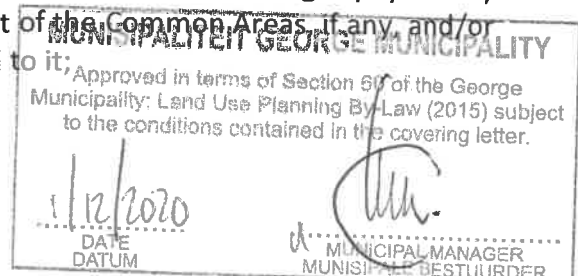
operation of such service: Provided that the developer shall for a period of 12 (twelve) months from the date of takeover of any of the services be responsible to rectify all defects

and thereafter to rectify all latent defects for a period of 10 (ten) years in respect of civil services and 3 (three) years in respect of electrical services in accordance with the general conditions of contract for construction works ("GCC"), which provisions shall for all purposes be deemed to be incorporated into and form part of this agreement.

- 10.8.2 The association shall be responsible for maintaining all services transferred to it pursuant to the provisions of this agreement.
- 10.8.3 Accidental or malicious damage by any contractor employed on the development, or related to the construction work on the development, and loss or damage attributable to theft of material or equipment or any portion of the service until all erven have been transferred, shall be excluded from the City's responsibility.
- 10.8.4 Should any person, including the developer, the Association, an owner of an erf in the development or a contractor appointed by any of the aforesaid persons, dispose of any items into the municipal sewer or stormwater network, the developer and the Association will jointly and severally be liable for any losses or damages the City may suffer as a result thereof and the costs the City may incur to remedy the effect of the action in question.
- 10.8.5 The developer and the Association hereby jointly and severally indemnify the City against all costs and expenses the City may incur as a result of any failure by the developer or the associations to comply with its obligations in terms of and arising from this clause 10.

11. LEVIES

- 11.1 The Trustee Committee shall from time to time, impose levies upon the Members for the purpose of meeting all the expenses which the Association has incurred, or which the Trustee Committee reasonably anticipates the Association will incur in respect of, but not limited to:
 - 11.1.1 maintenance, repair, improvement, and keeping in order and conditions of the Common Areas, including specially landscaping, all internal services, including but not limited to access road, stormwater, street lighting and any services that belong to the owner's association and the security system to be installed on the Common Areas; and/or
 - 11.1.2 payment of all rates, insurance and other charges payable by the Association in respect of the Common Areas, if any, and/or for the services rendered to it;



- 11.1.3 payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, the Common Areas and the Association's affairs (including its obligations arising in terms of this Constitution); and
- 11.1.4 payment of any external security services rendered to the Estate;
- 11.1.5 any reserves which the Trustee Committee may deem necessary.
- 11.2 In calculating levies, the Trustee Committee shall take into account income and other revenues, if any, earned by the Association.
- 11.3 The Trustee Committee shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall determine a levy payable by the Members equal to or as near as is reasonably practical to such estimated amount. The Trustee Committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be payable by equal monthly instalments due in advance on the first day of each and every succeeding month of such year.
- 11.4 The annual levy to cover the operational and capital budget of the Estate, shall be divided equally between the Members.
- 11.5 The Trustee Committee may, from time to time, impose special levies upon Members in respect of all such expenses as are mentioned in clause 11.1 (which are not included in any estimate made in terms of clause 11.3), and such levies may be made in the sum or by such instalments and at such time or times as the Trustees Committee shall deem fit.
- 11.6 Any amount due by a Member by way of a levy shall be a debt due by such Member to the Association. The obligation of a Member to pay a levy shall cease upon such Member ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear levies. No levies paid by a Member shall under any circumstances be repayable by the Association upon such Member ceasing to be a Member. A Member's successor-in-title to an Erf shall be liable as from the date upon which he or she becomes a Member pursuant to the transfer or cession thereof, to pay the levy attributable thereto.
- 11.7 A Member shall make payment of the monthly levies by virtue of a debit order drawn on the Member's banker, should the Trustees so demand after a Member has defaulted in timeous payments of his

MUNICIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By Law (2015) subject to the conditions contained in the covering letter.

11/12/2020

DATE DATUM

MUNICIPAL MANAGER MUNISIPALE BESTUURDER

monthly levies on more than 2 (two) occasions in any financial year of the Association.

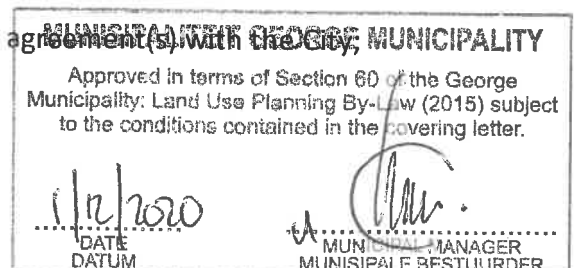
- 11.8 Except as provided in clause 11.9 below, for the duration of the Development Period, the Developer shall have no obligation to pay or to contribute to any levies or special levies.
- 11.9 During the Development Period, the Developer shall pay the shortfall between the income derived from the levies paid by the Members in terms of clause 11 and the actual expenditure of the Association in each financial year.
- 11.10 The Trustee Committee shall at all times ensure that the maintenance and control of the Common Areas and the expenditure incurred in respect thereof is carried out in a manner which is fair and equitable to all the Members of the Association.
- 11.11 No Member shall be entitled to any of the privileges of membership, including voting at any meeting, unless and until he / she has paid all levies and any other sum (if any) which shall be due and payable to the Association by such Member.
- 11.12 Where:
- 11.12.1 2 (two) or more Erven have been consolidated, levies shall be payable in respect of each such Erf as they existed prior to consolidation as if such consolidation had not occurred; and
- 11.12.2 an Erf has been subdivided into 2 (two) or more portions, levies shall be payable in respect of each new erf which comes into existence as a result of such subdivision.

12 CONTRACTS AND REGULATIONS

- 12.1 Subject to any restrictions imposed or directions given at a general meeting of the Association and subject to the conditions imposed by the City in approving the rezoning and subdivision of the Land, the Trustee Committee may from time to time:

- 12.1.1 Make regulations governing inter alia the:

- 12.1.1.1 management of the Estate;
- 12.1.1.2 conduct of Members generally;
- 12.1.1.3 entering into agreement(s) with the City;



- 12.1.1.4 entering into agreement(s) with the City and other parties for the provision of Services on the Estate;
- 12.1.1.5 imposition of fines and/or penalties, which it considers appropriate in its sole discretion against Members who are in default of any of their obligations in terms of this Constitution and/or any applicable rules of the Association, including the terms of payment of such fines and/or penalties;

12.2 Each Member shall be obliged to comply with:

- 12.2.1 the provisions of this Constitution;
- 12.2.2 any regulations or rules made in terms of clause 12.1.1;

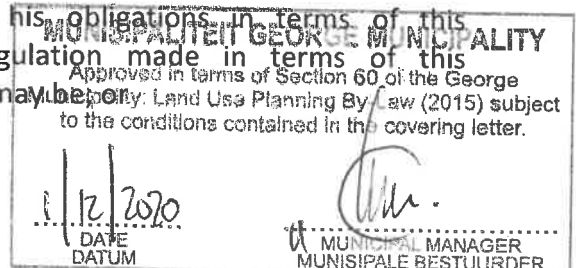
13 BREACH

13.1. Should any Member:

- 13.1.1. fail to pay on due date any amount due by that Member in terms of this Constitution or any regulation made in terms of this Constitution and remain in default for more that 7 (seven) days after being notified in writing to do so by the Trustee Committee; or
- 13.1.2. commit any other breach of the provisions of this Constitution or any regulation made in terms of this Constitution and fail to commence remedying that breach within a period of seven (7) days after the receipt of written notice to that effect by the Trustee Committee and complete the remedying of such breach within a reasonable time;

then in either such event, the Trustee Committee shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the Trustee Committee or the Association or any other Member may have in law, including the right to claim damages:

- 13.1.3. to institute legal proceedings on behalf of the Association against such Member for payment of such overdue amount or for performance of his obligations in terms of this Constitution or any regulation made in terms of this Constitution, as the case may be;



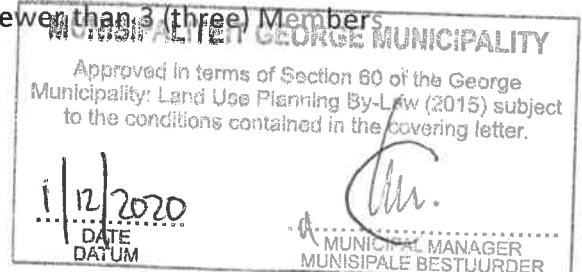
- 13.1.4. in the case of clause 13.1.2, to remedy such breach and immediately recover the total costs incurred by the Trustees or the Association in so doing from such Member.
- 13.2. Should the Trustee Committee institute any legal proceedings against any Member pursuant to a breach by that Member of this Constitution or any regulation then, without prejudice to any other rights which the Trustee Committee or the Association or any other Member may have in law, the Trustee Committee shall be entitled to recover from such Member all legal costs incurred by the Trustees or the Association, including attorney/client charges reckoned on the non-litigious tariff recommended by the Law Society of the Cape of Good Hope (or its successors), tracing fees and collection commission.
- 13.3. Without prejudice to all or any of the rights granted to the Trustee Committee under this Constitution, should any Member fail to pay any amount due by that Member on due date, then such Member shall pay interest on the amount due calculated at the maximum rate of interest permissible by law, from the due date of payment until the actual date of payment of such amount (both dates inclusive).
- 13.4. In the event of any breach of this Constitution or any Regulation or Rule by the Members or any Member's household or his lessees, guests, visitors, invitees, employees, contractors and/or agents, such breach shall be deemed to have been committed by the Member himself, who shall be jointly and severally liable with such wrongdoer to and in favour of the Association. However, without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they may in their discretion deem fit.

14. CESSATION OF MEMBERSHIP

No Member ceasing to be a Member of the Association for any reason shall, (nor shall any such Member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association. This clause shall be without prejudice to the rights of the Association to claim from such Member or his estate any arrears of levies or other sums due from him to the Association at the time of his so ceasing to be a Member.

15. TRUSTEE COMMITTEE

- 15.1. The affairs of the Association shall be managed and controlled by a Trustee Committee consisting of not fewer than 3 (three) Members



- 15.2. The developer shall always have 1 (one) trustee representing him until at least 80% of all units have been sold and transferred to individual owners.

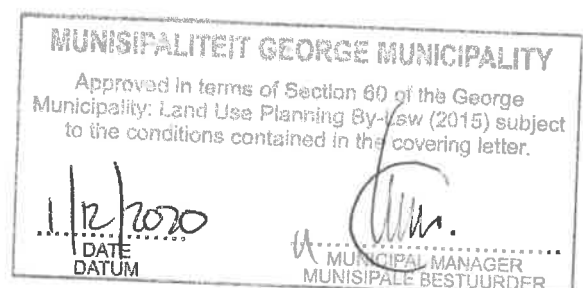
16. REMOVAL AND ROTATION OF TRUSTEE MEMBERS

- 16.1. Each Trustee shall continue to hold office until the next Annual General Meeting following his appointment or election, at which meeting each Trustee shall be deemed to have resigned from office as such, and shall be eligible for re-election to the Trustee Committee at such meeting. A Trustee shall be deemed to have vacated his office as such upon:

- 16.1.1. his estate being sequestrated, whether provisionally or finally, or his surrendering of his estate;
- 16.1.2. his making of any arrangement or compromise with his creditors;
- 16.1.3. his conviction for any offence involving dishonesty;
- 16.1.4. his becoming of unsound mind or being found lunatic;
- 16.1.5. if he absents himself from 3 (three) consecutive meetings of the Trustees without leave of absence;
- 16.1.6. his resignation from such office in writing delivered to the estate manager / Managing Agent or chairman;
- 16.1.7. his death;
- 16.1.8. his being removed from office by a Special Resolution of the Members;
- 16.1.9. his alienating his Erf in the event that he was a Member;

provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee has been recorded in the Minute Book of the Trustee Committee.

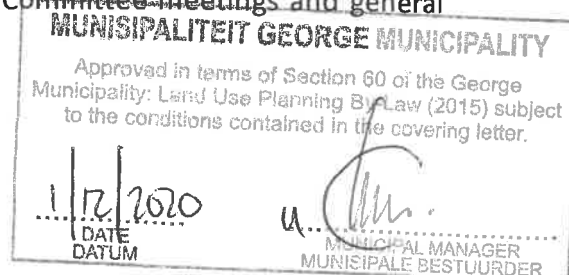
- 16.2. Upon any vacancy occurring on the Trustee Committee prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the Trustee Committee.



- 16.3. If the number of Trustee Committee Members falls below the number necessary as per paragraph 15 above, the remaining Trustees may constitute a quorum, but only for purposes of convening a General Meeting of Members or to co-opt new Trustees.
- 16.4. Any resolution of the Trustees shall be carried by a simple majority of all votes cast, each Trustee present having one vote. In the event of an equality of votes, the Chairman of the meeting shall have a casting as well as a deliberative vote.

17. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

- 17.1. Subject to the express provisions of this Constitution, the Trustee Committee shall manage and control the business and affairs of the Association and shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in this Constitution, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not in terms of this Constitution required to be exercised or done by the Association in general meeting, subject nevertheless to such regulation as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Trustee Committee which would have been valid if such regulation had not been made.
- 17.2. The Trustee Committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 17.3. The Trustee Committee may, should it so decide, investigate any alleged breach by any Member or Trustee of this Constitution, in such reasonable manner as it shall decide from time to time.
- 17.4. The Trustee Committee may make regulations, not inconsistent with this Constitution, or any regulations prescribed by the Association in general meeting:
- 17.4.1. as to disputes generally;
 - 17.4.2. for the furtherance and promotion of any of the objectives of the Association;
 - 17.4.3. for the better management of the affairs of the Association;
 - 17.4.4. for the advancement of the interest of Members;
 - 17.4.5. for the conduct of Trustee Committee meetings and general meetings;



17.4.6. to assist in administering and governing the Association's activities generally;

and shall be entitled to cancel, vary or modify any of the same from time to time.

17.5. The Trustees shall have the right to appoint committees consisting of such number of their members and such outsiders, including a manager as they deem fit and to delegate to such committees such of their function, powers and duties as they deem fit, with further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.

17.6. The Trustees shall further have the power to make Estate and/or Conduct Rules in regard to *inter alia*:

17.6.1. the use of services;

17.6.2. the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interest of the members and/or the residents of the Estate;

17.6.3. the maintenance of the buildings, out buildings, structures, improvements of any nature and landscaping of Erven on the Estate;

17.6.4. refuse disposal;

17.6.5. littering;

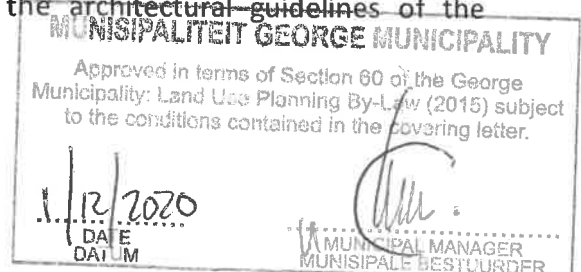
17.6.6. security;

17.6.7. the accreditation of service providers or contractors in respect of work to be conducted on behalf of Members or the Association on the Estate;

17.6.8. The Association may in general meeting itself make any rules in regard to any matter and may also vary or modify any rule made by it or by the Trustees from time to time;

17.6.9. The Association shall generally have the power and shall perform the functions as so to implement and evoke the objectives of the Association referred to in clause 5.

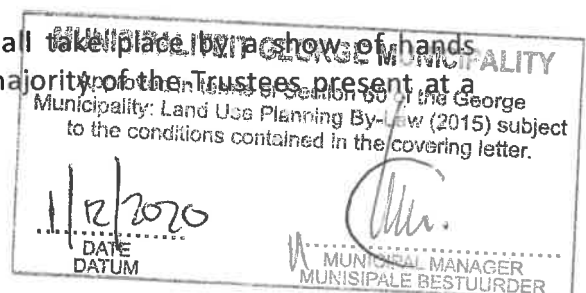
17.6.10. Administer the provisions and make amendments or approve minor deviations from the architectural guidelines of the Estate.



17.6.11. To make rules relating to the leasing of dwellings situated in the Estate inclusive of long-term and short-term accommodation including Air BnB type arrangements.

18. PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 18.1. The Trustee Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit, subject to any provisions of this Constitution.
- 18.2. Meetings of the Trustee Committee shall be held at least once every quarter, provided that if all the Trustees shall, in writing, have waived the above requirements in respect of a particular quarter, then no meeting of the Trustee Committee needs to be held for that quarter.
- 18.3. Minutes shall be taken at every Trustee Committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing, without undue delay, after the meeting has closed and shall then be certified correct by the Chairperson of the meeting. All minutes of Trustee Committee meetings shall after certification as aforesaid be placed in a Trustee Committee Minute Book to be kept in accordance, mutatis mutandis, with the provisions of the law relating to the keeping of minutes of directors of companies. The Trustee Committee Minute Book shall be open for inspection at all reasonable times by the Trustees, the Auditors and the Members.
- 18.4. All competent resolutions recorded in the minutes of any Trustee Committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until carried or rescinded, but no resolution or purported resolution of the Trustee Committee shall be any force or effect, or shall be binding upon the Members or any of the Trustees unless such resolution is competent within the powers of the Trustee Committee.
- 18.5. A resolution signed by all the Trustees shall be as valid in all respects as if it had been duly passed at a meeting of the Trustee Committee duly convened.
- 18.6. Resolutions put to the vote at meetings of the Trustee Committee shall be carried by a simple majority;
- 18.7. In the case of an equality of votes, the Chairperson of the Trustee Committee shall have a casting vote;
- 18.8. Voting at any Trustee meeting shall take place by a show of hands unless otherwise decided by the majority of the Trustees present at a meeting.



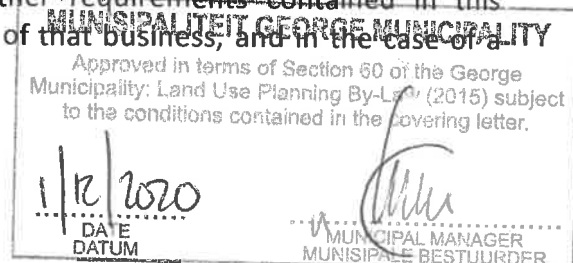
18.9. A quorum for a Trustee Committee Meeting will be 3 (three) Trustees.

19. GENERAL MEETINGS OF THE ASSOCIATION

- 19.1. The Developer shall call the first general meeting of the Association within 60 days of the first transfer.
- 19.2. At the first general meeting of the Association, the Members / Registered Owners shall be obliged to elect the Trustees of the Association.
- 19.3. The Association shall hold a general meeting as its Annual General Meeting, in addition to any other general meetings during that year, as soon as possible after the end of each financial year, it being the intention that each Annual General Meeting shall take place not later than 4 (four) months after each financial year. Notwithstanding the foregoing, the first Annual General Meeting of the Association is only required to take place by no later than 12 (twelve) months from the date of the first general meeting as contemplated in clause 19.1 above. The Association shall specify the meeting as such in the notices, in terms of clause 20.1 below, calling it.
- 19.4. Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 19.5. All General meetings, other than Annual General Meetings, shall be called Special General meetings.
- 19.6. The Trustee Committee, may, whenever they think fit, convene a Special General meeting.
- 19.7. Where the Members who hold at least 25% (twenty five percent) of the total voting rights resolve to call a Special General Meeting, the Trustee Committee shall be obliged to call such meeting.

20. NOTICE OF MEETINGS

- 20.1. An Annual General Meeting and a meeting called for the passing of a Special Resolution, shall be called by not less than 21 (twenty one) days' notice in writing, and a special general meeting, other than one called for the passing of a Special Resolution, shall be called by not less than 14 (fourteen) days' notice in writing. In each case, the notice shall be exclusive of the day on which it is dispatched, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in this Constitution, the general nature of that business, and in the case of a



Special Resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trustee Committee to such persons in terms of this Constitution entitled to receive such notices from the Association.

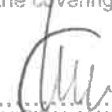
- 20.2. A general meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it so agreed:
- 20.2.1. in the case of a meeting called as the Annual General Meeting, by Members holding not less than 75% (seventy five percent) of all voting rights; and
 - 20.2.2. in the case of a special general meeting, by the Developer (for the duration of the Development Period), and by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 50% (fifty percent) of the total number of voting rights of all Members.
- 20.3. The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

21. VENUE OF MEETINGS

General Meetings of the Association shall take place at such place(s) as shall be determined by the Trustee Committee from time to time.

22. QUORUM

- 22.1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such of the Members entitled to vote, as together for the time being, represent at least 20% (twenty percent) of the total voting rights of all Members of the Association entitled to vote, for the time being, save that not less than 3 (three) Members must be personally or by representation present, and provided further that, for the duration of the Development Period, the Developer is present in person or by proxy.

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.	
1/12/2020	
DATE DATUM	MUNICIPAL MANAGER MUNISIPALE BESTUURDER

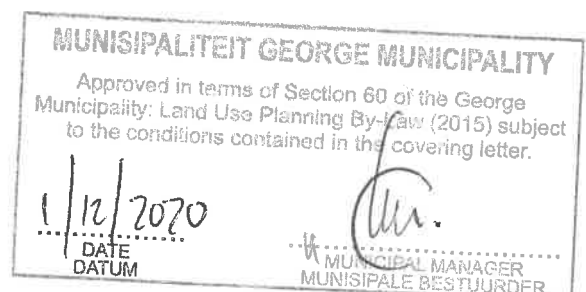
- 22.2. If within 30 (thirty) minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned for another 15 (fifteen) minutes, and if at such adjourned meeting a quorum is not present, the Members present shall be a quorum.

23. PROXIES

- 23.1. A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The Proxy shall be entitled to vote at a general meeting on behalf of that Member. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is more than 1(one) person, any 1 (one) of those persons may sign the instrument appointing a proxy on such Member's behalf, where a Member is a company, the same may be signed by the chairperson of the board of directors of the company or by its secretary, and where an association of persons, by the secretary thereof.
- 23.2. The said proxy shall be deposited to the Estate Manager / Managing Agent at least 24 (twenty-four) hours prior to the time appointed for the commencement of the meeting.
- 23.3. No instrument appointing a proxy shall be valid after the expiration of 12 (twelve) months calculated from the date of its execution.

24. VOTING

- 24.1. At every General Meeting, every Member / Registered Owner in person or by proxy or by a representative and entitled to vote shall have :
- 24.1.1. One vote.
- 24.2. Save as expressly provided for these presents, no person other than a Member duly registered, and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect or of arising out of his membership, and who is not under suspension, shall be entitled to be present or vote on any question, either personally or by proxy, at any general meeting.
- 24.3. At any general meeting, a resolution put to the vote of the meeting shall be decided on written vote.



- 24.4. Voting on the election of a Chairperson of a general meeting (if necessary), or on any question of adjournment, shall be decided on written vote by a majority of the Members present in person or by a proxy, subject however to the Developer's rights in terms of the Constitution.
- 24.5. Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 24.6. Unless any Member present, in person or by a proxy, at a general meeting, shall before closure of the meeting have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, or to the propriety or validity of the procedure at such meeting, such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting.

25. OTHER PROFESSIONAL OFFICERS

Save as specifically provided otherwise in this Constitution, the Trustee Committee shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, property managers, architects, engineers, any other professional person or firm and/or other employee(s) whatsoever, for any reasons thought necessary by the Trustee Committee and on such terms as the Trustee Committee shall decide.

26. ACCOUNTS

26.1. The Association in general meeting or the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.

26.2. At each Annual General Meeting the Trustee Committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the

APPROVED IN TERMS OF SECTION 60 OF THE GEORGE MUNICIPALITY: LAND USE PLANNING BY-LAW (2015) SUBJECT TO THE CONDITIONS CONTAINED IN THE COVERING LETTER.

1/12/2020

DATE
DATUM

MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

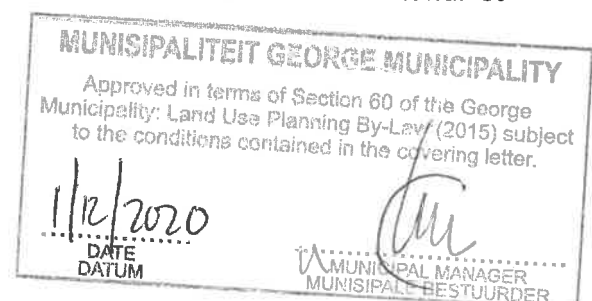
case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Trustee Committee and the Auditors, and there shall be attached to the notice sent to Members convening each Annual General Meeting, as set forth in clause 23.1 above, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

27. AUDIT

Once at least in every year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by the Auditors.

28. SERVICE OF NOTICES

- 28.1. A notice shall be in writing and shall be given or served by the Association upon any Member, either personally in writing, properly addressed to the Member at the address of the Erf owned by such Member or by facsimile or email to the facsimile or email address last provided to the Association by the Member in terms of clause 27.2 below.
- 28.2. No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa, but any Member may require the Association, by notice, to record a physical address within the Republic of South Africa, as well as a facsimile and/or email address, which shall be deemed to be his address for the purpose of the service of notices.
- 28.3. Any notice sent by telefax or email to a Member's chosen telefax number or email address, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 28.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, shall not invalidate the proceedings of that meeting.
- 28.5. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Member shall be an adequate written notice or communication to him notwithstanding that it was not sent to or delivered at his chosen *domicilium citandi et executandi*.



29. INDEMNITY

- 29.1. All Trustees shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities and in the case of a Trustee, in his capacity as Chairperson, Vice-Chairperson, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person(s) by the Court.
- 29.2. Every Trustee, servant, agent and employee of the Association shall be indemnified by the Association against (and it shall be the duty of the Trustee Committee out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including in the case of a Trustee, his duties as Chairperson or Vice-Chairperson. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.
- 29.3. A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Auditors or any of the other Trustee, whether in their capacities as Trustee or as Chairperson or Vice-Chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of title to any property acquired by the Trustee Committee for or on behalf of the Association, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office(s) or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty or breach of trust.
- 29.4. No Member shall have any claim of any nature whatsoever against the Association for any loss, damage or injury which such Member may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Association, the Trustees, or any of the Association's employees or appointees) by reason of any latent or patent defects on the development (including the Common Areas), or fire on the development, or theft from the development, or by reason of any building, improvement or other structure within the development being in a defective condition ~~at the time of its construction~~ or at the time of its construction, or any particular repair not being effected by the Association ~~at the time of its construction~~ or at the time of its construction.

MUNICIPALITY OF GEORGE
Municipality: Land Use Planning By-Law (2015) subject to the conditions contained in the covering letter.

11/12/2020
DATE
DATUM


MUNICIPAL MANAGER
MUNISTRELE BESTUURDER

all, by any person whatsoever, for any purpose whatsoever, or arising from any other cause whatsoever, and each Member is advised to take the necessary steps to insure his or her interest.

- 29.5. The City is exempt from liability for any damage which may be caused by its certification of a constitution of an owners association or an amendment thereof or by the loss of a constitution lodged with the City in accordance with the provisions of section 29 of the By-Law.

30. ARBITRATION

- 30.1. Any dispute, question or difference arising at any time between a Member or between Members and Trustees out of or in regard to:

- 30.1.1. any matters arising out of this Constitution; or
- 30.1.2. the rights and duties of any of the parties mentioned in this Constitution; or
- 30.1.3. the interpretation of this Constitution;

shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.

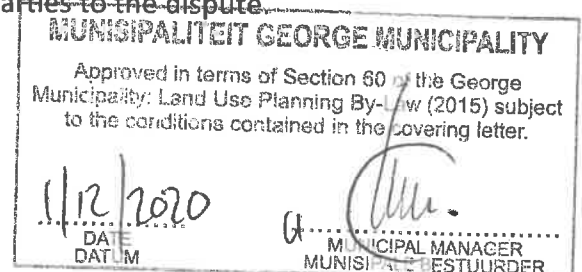
- 30.2. Notwithstanding clause 29.1, a party declaring a dispute in respect of payment of levies, is not obliged to refer the dispute to arbitration and may institute court proceedings.

- 30.3. Arbitration shall be held in George informally and otherwise in terms of the provisions of the Arbitration Act No 42 of 1965 (as amended or replaced from time to time), it being intended that, if possible, it shall be held and concluded within 21 (twenty one) Business Days after it has been demanded.

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

- 30.4.1. primarily an accounting matter – an independent accountant;
- 30.4.2. primarily a legal matter – a practising counsel or attorney of not less than 10 (ten) years' standing;
- 30.4.3. any other matter – an independent and suitably qualified person appointed by the Auditors;

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



- 30.5. If agreement cannot be reached on whether the question in dispute falls under sub-clause 29.4, or upon a particular arbitrator in terms of sub-clause 29.4, within 3 (three) Business Days after the arbitration has been demanded, then:
- 30.5.1. the President for the time being of the Law Society of the Cape of Good Hope, or its successors in title, shall nominate the arbitrator in terms of clause 29.5.1 within 7(seven) Business Days after the parties have failed to agree, so that the arbitration can be held and concluded as soon as possible within the 21 (twenty one) Business Days referred to in clause 29.3 above.
- 30.6. The arbitrator shall make his award within 7 (seven) days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this Constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 30.7. The decision of the arbitrator shall be final and binding and may be made an Order of the Cape of Good Hope Provincial Division of the High Court of South Africa (or its successors) upon the application of any party to the arbitration.
- 30.8. Notwithstanding anything to the contrary contained in clause 29.1 to 29.7 inclusive, the Trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of the provisions.
- 30.9. The above remedies subsist without prejudice to the right of any party to institute an action or launch an application in a Court of competent jurisdiction or to institute proceedings in terms of the Community Scheme Ombud Service act 9 of 2011.
- 30.10. The above remedies subsist without prejudice to the right of any party to refer any matter in dispute to the members for their decision.

31. AMENDMENTS TO THE CONSTITUTION

- 31.1. Any amendments to this Constitution relating to any matters referred to in the By-Law shall only come into effect once the City has given its written approval thereof.
- 31.2. No provision of this Constitution shall be added to, amended, substituted or repealed without the written approval of the Municipality Developer for the duration of the Development Period.

APPROVED IN TERMS OF SECTION 60 OF THE GEORGE MUNICIPALITY LAND USE PLANNING BY-LAW (2015) SUBJECT TO THE CONDITIONS CONTAINED IN THE COVERING LETTER.

1/12/2020

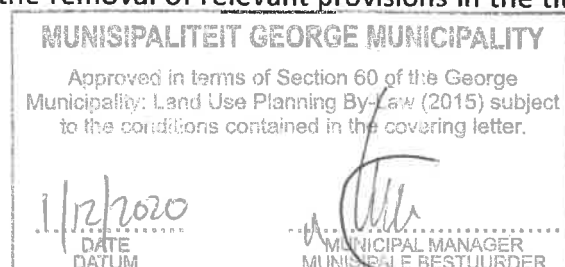
DATE
DATUM

MUNICIPAL MANAGER
MUNISIPALE BESTUURDER

- 31.3. Subject to the provisions of clauses 30.1 and 30.2 above, after the termination of the Development Period, any such addition, amendment, substitution or repeals shall require the approval of at least 75% (seventy five percent) of the total number of votes of the Members of the Association entitled to attend and vote thereat given at a special general meeting specifically called for such purpose, and the notice of such meeting shall, in addition to complying with the other requirements of this constitution, set out in specific terms the proposed addition, amendment, substitution or matter to be appealed.
- 31.4. Any reference herein to this Constitution shall mean and include a reference to this Constitution as may from time to time be amended in accordance with the provisions of this clause 30.
- 31.5. The Constitution and any amendment thereof must be lodged with the City and the latest copy duly lodged with the City, and which the City has certified in terms of section 28(3) of the By-Law is presumed to contain the operative provisions of the Constitution.

32. OWNER'S ASSOCIATION WHICH FAILS TO MEET AN OBLIGATION OR CEASES TO FUNCTION

- 32.1. If the Association fails to meet any obligations in this Constitution respectively and the City believes that the community is adversely affected by the failure, the City may take appropriate action to rectify the failure.
- 32.2. The City may recover any expenditure in respect of the action contemplated above from the Association or its Members, who are jointly liable.
- 32.3. The amount of any expenditure so recovered is considered to be expenditure incurred in connection with the Association for the purposes of recovering expenditure incurred in connection with the Association from its Members.
- 32.4. If the Association ceases to function effectively or to carry out its obligations, the City may give the Association a binding instructions to:
- 32.4.1. hold a meeting and to reconstitute itself; or
- 32.4.2. dissolve itself, subject to the amendment of the conditions of approval relating to an obligation to establish an owners' association and the removal of relevant provisions in the title deed.



- 32.5. In determining whether to act in terms of the above, the City must have regard to:-
- 32.5.1. the purpose of the Association;
 - 32.5.2. who will take over the maintenance of internal engineering services and other obligations which the Association is responsible for, if at all;
 - 32.5.3. the costs of upgrading the internal engineering services and other infrastructure if the City is to take over the infrastructure;
 - 32.5.4. the impact of the dissolution of the Association on its Members and the community;
 - 32.5.5. any written representations from the Association and its members.
- 32.6. If the Association is dissolved, the members must jointly pay the costs of:-
- 32.6.1. the transfer to the City of the Association's property which contains the internal engineering services and private open spaces;
 - 32.6.2. the upgrading of the internal engineering services to the standards of the City.
- 32.7. In the event that the Association has ceased to function and an owner wishes to transfer a land unit in that event, the owner must obtain the consent of at least 50% (fifty percent) of the members of the Association, which consent shall be deemed to be the consent of the Association.

