

You are here: InfoProp / Residential For Sale / St Helena Bay / Golden Mile / Vacant Land

# R5,200,000 | 3,397m<sup>2</sup> Vacant Land For Sale in Golc

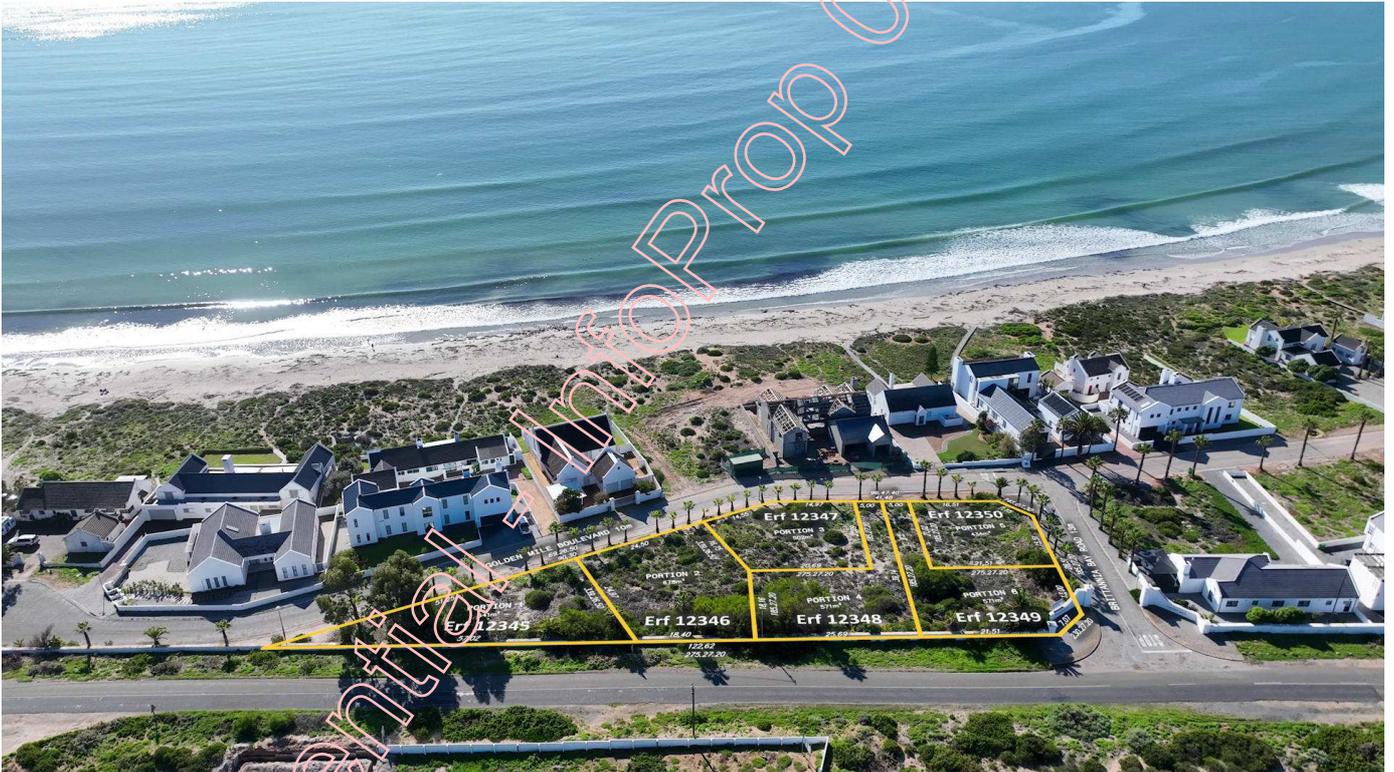


GALLERY



FLOORPLANS

## FEATURED



Web Ref RL10289



# R5,200,000



## UNIQUE DEVELOPMENT LAND IN GOLDEN MILE, BRITANNIA BAY

GOLDEN MILE - BRITANNIA BAY - ST HELENA BAY

Unique opportunity for the avid Developer

3397 sqm of prime development land with subdivision approval for 6 Single Res stands

- \* Located in the upmarket beachfront development of Golden Mile in ever popular Britannia Bay.
- \* Excellent access to the Golden Mile 4.5km long sandy beach
- \* Golden Mile ARCHITECTURAL, AESTHETIC & BUILDING REQUIREMENTS & REGULATIONS to apply
- \* Golden Mile HOA Membership is a compulsory on transfer of all 6 new individual properties
- \* Sub-division approval for 6 generous Residential Zone 1 stands  
- valid for 5 years up until 19 February 2028
- \* Zoning: Residential Zone 1 (Single Dwelling) Saldanha Bay Integrated Zoning Scheme
- \* 9m Building Height allowance
- \* 2m Building Line allowance
- \* Sewer disposal method: Conservancy tanks to be installed, as no formal sewer services are available.
- \*\*\* Complete subdivision, provisions and conditions documentation and information pack available from the Agent \*\*\*

Provisional Subdivision of erf 1464 St Helena Bay as per approved SG General Plan # 680/2023

Portion 1 Erf 12345 641 sqm.

Portion 2 Erf 12346 678 sqm.

Portion 3 Erf 12347 502 sqm.

Portion 4 Erf 12348 571 sqm. pan handle

Portion 5 Erf 12350 434 sqm. corner plot

Portion 6 Erf 12349 571 sqm. pan handle

Total (original erf 1464 St Helena Bay): 3397 sqm.

## Downloads

SGO Subdivision

53.3 KB



Download

Golden Mile HOA docs

273.2 KB



Download



STREET MAP



STREET VIEW



## Wally Jordaan

St Helena Bay & Britannia Bay

-  Hide number  
082 550 5500  
082 550 5500
-  View my listings
-  WhatsApp

**Disclaimer:** While every effort will be made to ensure that the information contained within the InfoProp website is accurate and reliable, we do not undertake any legal liability, whether direct or indirect, or responsibility for the accuracy of the information. Prospective purchasers and tenants should make their own enquiries to verify the information contained herein.

OPGEGEEM/ENTREK	12/8/92	
DEBTAAF/VERIFIE	14/8	60

T 49480 92

**TRANSPORTAKTE**  
**KRAGTENS 'N PROKURASIE**

**DE KLERK & VAN GEND**  
 Prokureurs, Notarisse, Aktebesorgers ens.  
 Volkskasgebou  
 Adderleystraat  
 KAAPSTAD

Opgestel deur my



**Aktebesorger**  
**S E CLAASSEN**

**Sy dit bekend aan wie dit mag aangaan**

**Dat** WILLEM PETRUS MALHERBE  
 voor my, Registrateur van Aktes, Kaapstad, verskyn het, behoorlik daartoe gemagtig  
 kragtens 'n Prokurasie onderteken te **KAAPSTAD** op die **18DE** dag van **JUNIE 1992**  
 deur

**BRITANNIA BAY DEVELOPERS CC**  
**NO CK 89/14816/23**

welke Prokurasie hede aan my getoon is; En die Komparant het verklaar dat die hiernagemelde **Transportgewer** die hiernavermelde eiendom waarlik en wettiglik verkoop het aan die hiernavermelde Transportnemer op 15TH APRIL 1991 en dat hy, die Komparant in sy voormelde hoedanigheid, hiermee in volle en vrye eiendom sedeer en transporteer aan en ten gunste van:

**68 SANTICELLA VILLAGE (PROPRIETARY) LIMITED**

NO 91/03757/07

of gemagtigdes:

**ERF 1464 ST HELENABAAI IN DIE MUNISIPALITEIT VAN ST HELENABAAI,  
ADMINISTRATIEWE DISTRIK VAN MALMESBURY;**

**GROOT: 3397 (Drie Duisend Drie Honderd Sewe en Negentig) Vierkante meter**

**SOOS MEER VOLLEDIG BLYK UIT ALGEMENE PLAN NR 12987**

**EN GEHOU KRAGTENS TRANSPORTAKTE NR T 74364/88**

A. **ONDERHEWIG** insoverre dit die hele eiendom aangaan aan sodanige voorwaardes waarna verwys word in Paragrafe 22, 23 en 24 van Transportakte Nr 7428 gedateer 16 Oktober 1908; en

- B. ONDERHEWIG insoverre dit die grond aangaan bevat in die figuur "A tot R, a, 37, 78 bo hoogwatermerk tot xyz", op die kaart geheg aan die Sertifikaat van Gewysigde Titel Nr 2975 gedateer 10 April 1930, aan die bepalings van 'n serwituut, 'n verwysing waarna gedateer 22 Maart 1922 aangeteken is op die genoemde Transportakte Nr 7428 gedateer 16 Oktober 1908, waarkragtens sekere regte met betrekking tot die gebruik van water van 'n bestaandepunt op die genoemde gedeelte toegeken is aan en ten gunste van die grond getranspoteer kragtens Transportakte nr 2119 gedateer 15 Maart 1922. (welke hoogwatermerk op Kaart 2135/90 aangeheg aan Transportakte nr T70730/90, aangedui word deur die figuur A b 37,78 meters bokant die hoogwatermerk van die Atlantiese-Oseaan c D E)
- C. GEREKTIG wat betref die hele eiendom op 'n voordeel van 'n Serwituut, 'n verwysing waarna aangeteken is soos hierbo op die genoemde Akte Nr 7428 gedateer 16 Oktober 1908, waarkragtens die sienaar aan homself voorgehou het die reg om vir water te soek by wyse van boor of andersins op die grond getranspoteer kragtens die genoemde Transportakte Nr 2119 gedateer 15 Maart 1922 met sekere ander regte en voorregte.
- D. GEREKTIG verder aan die aantekening gedateer 7 Maart 1958 op Transportakte Nr 18390 gedateer 24 Oktober 1951 wat soos volg lees:-  
"PARAS. 99, 101 AND 111.

By Notarial deed No 103/1958 dated 12/3/1957, certain rights referred to in endorsement dated 22/3/1922 on Deed of Transfer 7428/1908 which the abovementioned properties are entitled to enforce against the property held under D/T 2119/1922 have been partially cancelled in respect of certain Portion 10 (a portion of Stompneus) of the farm Duiker Eiland, being portion of the land originally held under the said D/T 2119/1922 and certain further conditions relating inter alia to use of property held under the said D/T 2119/1922 and certain further conditions relating inter alia to use of property held under Paras. 99, 101 and 111 hereof, have been imposed against the said Notarial Deed, a copy whereof is hereunto annexed."

3

11

E. ONDERHEWIG AAN die terme van die Endossement gedateer 7/12/1981 op Transportakte nr T35811/1981, welke endossement soos volg lees, naamlik:

"RESTANT kragtens Transportakte T58889/1984 hede gedateer ten opsigte van Erf 751 ST HELENABAAI, groot 8,3814 Hektaar is die volgende voorwaardes opgelê teen die restant van ERF 348 ST HELENABAAI, groot 24,7401 hektaar, ingevolge die Administrateur se voorwaardes van goedkeuring van die onderverdeling van Restant ERF 348 ST HELENABAAI kragtens Artikel 9 van Ordonnansie 33 van 1934:

1. Die eienaar van hierdie erf is verplig om sonder betaaling van vergoeding, toe te laat dat hoofgasleidings, elektrisiteits-, telefoon- en televisiekabels en/of -drade, hoof- en ander waterpype en die rioolvuil en dreinerings, insluitende stormwater van enige ander erf of erwe, oor hierdie erf gevoer word en dat bogrondse installasies soos mini-substasies, meter kiosks, en dienspale daarop geïnstalleer word, indien dit deur die plaaslike owerheid nodig geag word, en wel op die wyse en plek wat van tyd tot tyd redelikerwys vereis word. Dit sluit die reg op toegang te alle redelike tye tot die eiendom in met die doel om enige werke met betrekking tot bogenoemde aan te lê, te wysig, te verwyder of te inspekteer.
2. Die eienaar van hierdie erf is verplig om sonder vergoeding op die erf die materiaal te ontvang of uitgrawings op die erf toe te laat al na vereis word, sodat die volle breedte van die straat gebruik kan word, en die wal veilig en behoorlik skuins gemaak kan word weens die verskil tussen die hoogte van die straat soos finaal aangelê en die erf tensy hy verkies om steunmure te bou tot genoeë van en binne 'n tydperk wat die plaaslike owerheid bepaal."

Confidential

J

V.



**TRANSFER DUTY — FORM B  
DECLARATION BY PURCHASER**

TRANSFEROR (Seller)  
BRITANNIA BAY DEVELOPERS CC - CK 89/14816/23

TRANSFeree (Purchaser)  
68 SANTICELLA VILLAGE (PROPRIETARY) LIMITED - NO 91/03757/07

DESCRIPTION OF PROPERTY

ERF 1464 ST HELENA BAY IN THE MUNICIPALITY  
OF ST HELENA BAY IN THE ADMINISTRATIVE DISTRICT OF MALMESBURY

IN EXTENT 3397 square metres;



Postal Code of district in which property is situated

Date of transaction: 15TH APRIL 1991

Consideration: R100 000,00

**DE KLERK & VAN GEND**

TRANSFER DUTY PAID BY.....

Postal address:

P O Box 1857, CAPE TOWN REF: G COMBRINCK

FOR OFFICIAL USE

Transfer duty paid on R. 100 000-00  
Act under which duty charged

40/149

Being

Purchase Price

Steel defacing stamp of  
office of issue



*Eberch*  
Receiver of Revenue

ONTVANGER VAN INKOMSTE  
RECEIVER OF REVENUE  
KAAPSTAD/CAPE TOWN

569618

CASH REGISTER RECEIPT

17/7/92

70-07-92 7418

5375.00 T044 7 NR

**Weshalwe** die Komparant afstand gedoen het van alle eiendoms- en ander regte wat die gesegde

**TRANSPORTGEWER**

tot op hede op gemelde vaste eiendom gehad het en gevolglik ook erken het dat hulle daarvan heeltetal onteien is, en geen eiendoms- en ander regte daarop besit nie; en dat kragtens hierdie Akte, die gesegde

**TRANSPORTNEMER**

of gemagtigdes, tans is en voortaan op die volle eiendomsregte daarop geregtig sal wees, ooreenkomstig plaaslike gebruik, onder voorbehoud nogtans van die regte van die Staat en eindelijk erken het dat die koopsom ten bedrae van **R100 000,00 (Een Honderd Duisend Rand)** ten volle betaal is.

**Ten Getuie** waarvan ek, die gesegde Registrateur van Aktes, tesame met die Komparant q.q. hierdie Akte onderteken en met die Ampseël laat bekragtig het.

**Aldus** verrig ten kantore van die Registrateur van Aktes, te Kaapstad, Kaap die Goeie Hoop, op die 7 dag van *April* 1992.

*Prinspaal*  
.....  
q.q. sy Prinspaal/ale

IN MY TEENWOORDIGHEID

*Prinspaal*  
REGISTRATEUR VAN AKTES

B7247

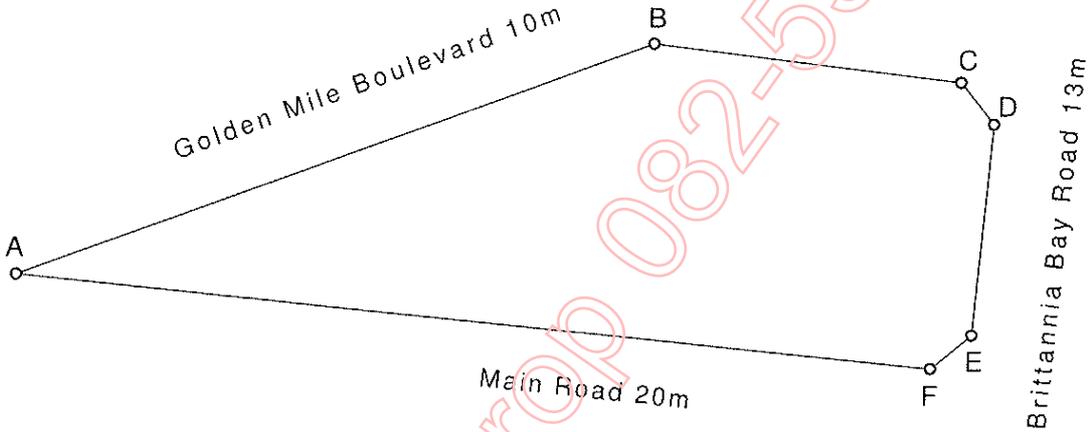
S.G. No  
679/2023

Approved

*BC Watson*

Surveyor-General  
16-05-2023

FOR SUBDIVISION OF THIS  
PROPERTY VIDE GENERAL  
PLAN.....680/2023.....  
.....  
.....



Scale: 1 / 1000

The figure A B C D E F represents  
3397 square metres of land being

**Erf 1464 St Helena Bay**

situate in the Saldanha Bay Municipality  
Administrative District of Malmesbury  
Province of the Western Cape  
Framed in terms of Section 16 of Act 8/1997  
in April 2023

by me *Thomson* IS THOMSON PLS0822 Professional Land Surveyor

This diagram is annexed to  No. 1992- -49480 dated i.f.o. Registrar of Deeds	The original diagram is  No. annexed to  Transfer / Grant No No.	File No. Malm. 6 v.4 S.R. No. Framed Comp. CG-6DD/X34 (5963)  LPI C0460013
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*Bled*  
17 MAY 2023

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SIDES METRES	ANGLES OF DIRECTION	COORDINATES	X	Y
AB	90.30	244,245.50	510.00	-3,600,000.00
BC	41.48	276,474.40	-58,883.70	-22,882.87
CD	28.51	52,220.00	-58,789.14	-22,451.17
DE	70.07	52,220.00	-49,723.87	-22,551.64
EF	122.62	15,772.20	-49,728.18	-22,590.03
FA		15,772.20	-58,711.03	-22,594.53

TOWN SURVEY MARKS	APPEARS
(B) WM	498,715.37
(B) WM	497,842.24
(B) WM	497,842.24
(B) WM	497,842.24

**DESCRIPTION OF BEACONS**  
 x, y, z: no beacon with indicatory beacons on boundary line at distance, as indicated.  
 All others are 12mm round iron pegs.

**CDR**

(St Helena Bay Allotment Area)

**GENERAL PLAN NO 680/2023**

**Subdivisions of 1464 St Helena Bay**

vide Diagram No 679/2023, D/T No 1992, -49480 comprising 6 Erven numbered 12345 to 12350 situate in the Saldanha Bay Municipality, Administrative District: Malmesbury, Province of Western Cape.

Scale: 1/ 250

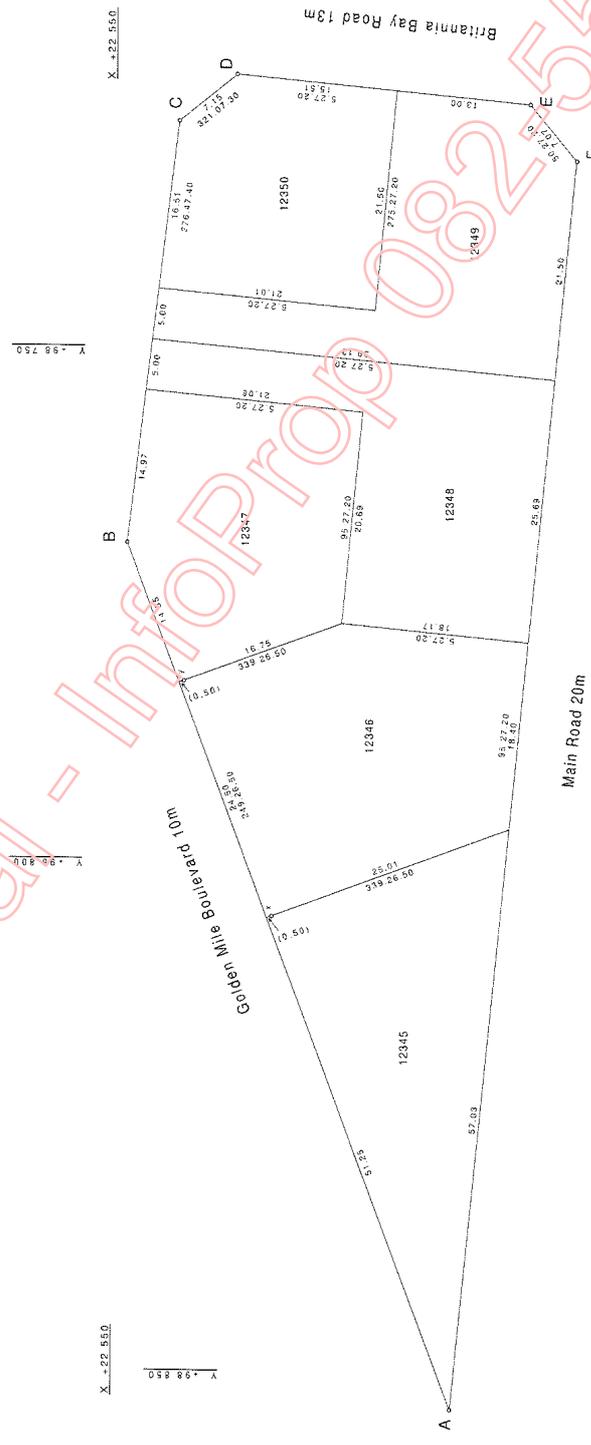
No	AMENDMENT	ADDITION	AUTHORITY	INTD	DATE

EXEMPT FROM PROVISIONS OF ACT  
 SECTION 1.1(a)  
 J.O. OF 1970

APPROVED IN TERMS OF SECTION 34 OF THE SALDANHA BAY MUNICIPAL BY-LAW 2015 REFERENCE: E14648/181  
 DATE: 15 March 2023

S. G. No. 680/2023  
 SHEET No 1 of 1

APPROVED  
 [Signature]  
 for SURVYOR GENERAL  
 16-05-2023



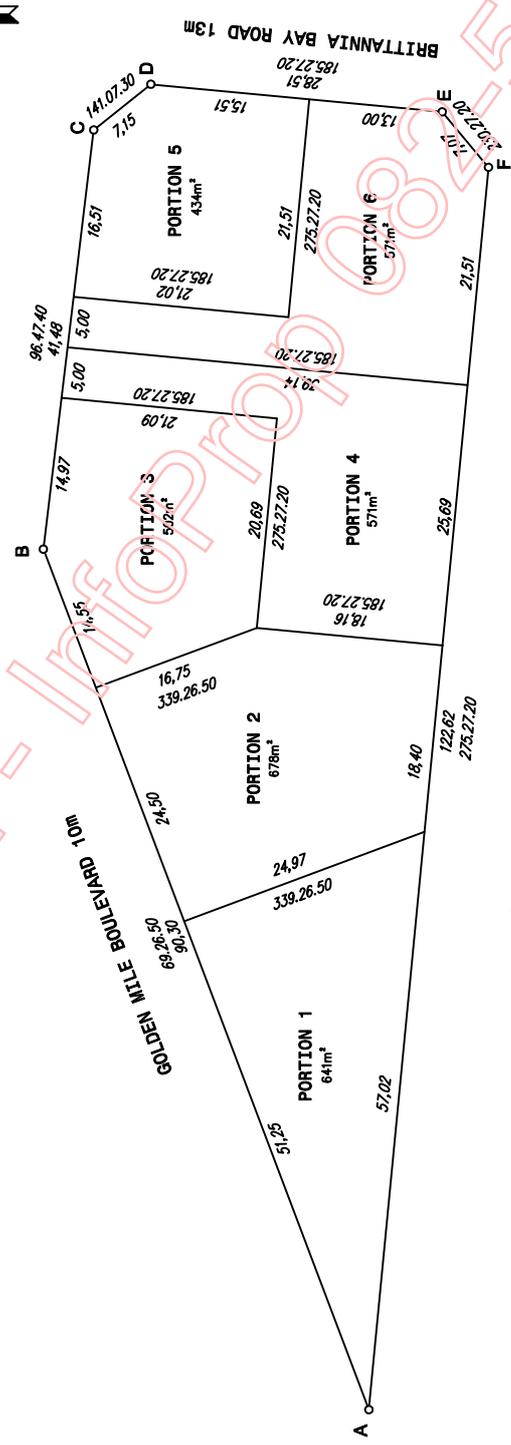
S.G. OFFICE NOTES

[Signature]  
 17 MAY 2023

S.G. FILE No. M22/16 V4  
 S.P. No. 474/2023  
 COMPILATION: CO-EDD-X34 (S883)  
 LPI CO460013

Surveyed in April 2023  
 by me  
 IS THOMSON & PLS (P22)  
 Professional Land Surveyor

Ptn Nos	Extent	Zoning	Land Use
1	± 641m <sup>2</sup>	Residential Zone I	Single Dwelling
2	± 678m <sup>2</sup>	Residential Zone I	Single Dwelling
3	± 502m <sup>2</sup>	Residential Zone I	Single Dwelling
4	± 571m <sup>2</sup>	Residential Zone I	Single Dwelling
5	± 434m <sup>2</sup>	Residential Zone I	Single Dwelling
6	± 571m <sup>2</sup>	Residential Zone I	Single Dwelling
Total	3397m <sup>2</sup>		



Subdivision approved as per municipal Outcome letter, dated 20 Februaru 2023, granted by Mr LG Gaffley.

**NOTES:**

- The figure A B C D E F represents Erf 1464 St Helena Bay :- in extent 3397m<sup>2</sup>.
- All dimensions and areas are provisional and should be verified.

DRAWN BY	CHECKED BY
EB	PJLR
DATE	PLAN NO
1 SEPTEMBER 2022	STHB 1464/01
REVISIONS	
DATE	DESCRIPTION
MUNICIPALITY	SALDANHA BAY MUNICIPALITY
ADMINISTRATIVE DISTRICT	MALMESBURY
PROVINCE :	WESTERN CAPE
NOTING SHEET	CG-6DD/X34 (5963)
FILE	STHB 1464
SCALE	1/500 @ A3

**PROPOSED SUBDIVISION AND REZONING OF ERF 1464 ST HELENA BAY**

PREPARED BY:



Hoofstraat 262 Main Road, Paarl  
 (t) 021-3722499 (f) 086 605 8431  
 (email) p@pjleroux.co.za

THE COPYRIGHT IN THIS DRAWING INCLUDING THE DESIGN AND DETAILS SHOWN HEREON, IS RESERVED BY P J LE ROUX TOWN PLANNER



20 February 2023

**FOR ATTENTION: P-J Le Roux Town Planners PTY LTD**  
PO Box 3457  
Paarl  
7620

PER EMAIL: [pi@pileroux.co.za](mailto:pi@pileroux.co.za)

Dear applicant

**APPLICATION FOR REZONING AND SUBDIVISION IN TERMS OF THE MUNICIPAL LAND USE PLANNING BY-LAW IN RESPECT OF ERF 1464, ST HELENA BAY**

Your application in abovementioned regards refers.

Herewith you are informed that your application **is approved** by virtue of the delegations afforded to the Senior Manager: Land Use and Development Control in terms of the Delegated Authority, R85(a)/4-21, on 17 February 2023, to permit the following:

1. The application for the Rezoning of Erf 1464, St Helena Bay from Open Space Zone II, to Residential Zone I (dwelling house) **be approved** in terms of Section 60(a) of the Municipal Land Use Planning By-law;
2. The application for the Subdivision of the rezoned land unit into 6 Residential Zone I (dwelling house) portions as depicted on the attached Plan of Subdivision, Plan No. STHB 1464/01, dated 1 September 2022, **be approved** in terms of Section 60(a) of the Municipal Land Use Planning By-law.
3. A building line departure for the side boundaries of erven in the development **be approved** from 2,5m in terms of the zoning scheme to 2,0m as provided for in the constitution of the Golden Mile Home Owners Association
4. A height departure for the erven back from the seafront **be approved** from 8,0m in terms of the zoning scheme to 9,0m as provided for in the constitution of the Golden Mile Home Owners Association
5. The applicant be advised of their right to appeal in terms of Section 79 of the Saldanha Bay Land Use Planning By-Law against the approval and/or conditions of approval.
6. The approval is subject to the following conditions imposed in terms of Section 60(b) of the Municipal Land Use Planning By-Law:

**Senior Manager: Land Use and Development Control**

- a) That the rezoning and subdivision approval shall be valid for a period of five (5) years from date of notification.

- b) That this subdivision approval shall lapse after five (5) years from the date that the approval comes into operation if, within that period the following requirements have not been met:
- i) approval by the Surveyor-General of the general plan or diagram contemplated in section 20(5) of the Bylaw on Municipal Land Use Planning;
  - ii) completion of the installation of engineering services in accordance with the conditions contemplated in section 20(4) of the Bylaw on Municipal Land Use Planning and other applicable legislation;
  - iii) proof that all the conditions of the approved subdivision that must be complied with before compliance with (iv) below have been met in respect of the area shown on the general plan or diagram; and
  - iv) registration of the transfer of ownership in terms of the Deeds Registries Act of the land unit shown on the diagram or of at least one new land unit shown on the general plan, including the vestment transfer of public places in the name of the municipality.
- c) That the rezoning approval shall lapse if, within the 5-year period:
- i) The zoning is not utilised in accordance with the approval; or
  - ii) The approval of the Municipality of a building plan envisaged for the utilisation of the approve use right not obtained;
  - iii) Commencement of the construction of the building has not occurred.
- d) That notwithstanding the development rules permitted in the Residential Zone I zoning of the zoning scheme, the development rules approved by the municipality for the Golden Mile Home Owners' Association as of their constitution shall apply to the newly created residential erven.
- e) That the development rules may not be amended or deviated from without the permission of the municipality.
- f) That membership of the Golden Mile Owners' Association is compulsory for each land unit transferred/property owner in this development and such requirement must be registered in the title deed of each property.
- g) That the development of the land units hereby approved shall be in accordance with the approved Architectural and Aesthetic rules for the Golden Mile development.
- h) No access will be allowed from the Main Road on the southern development boundary.
- i) That the pain trees along Golden Mile Boulevard and Britannia Bay Road should not be disturbed.
- j) That the boundary wall adjacent to Portions 1, 2, 4 and 6 may not to be demolished or altered without permission of the town planning department of the municipality.
- k) That the property be valued according the new permitted use and that the amended tariffs for property rates and service charges be applied according council's policy from the date of final confirmation of the approval.

- l) That the owner will be responsible for all costs, that might be required as a result of this application.
- m) That this approval does not exempt the owner from complying with any other relevant statutory guidelines;

**Manager Roads and Stormwater**

- n) Direct access to the proposed development may be taken from Golden Mile Street only.

**Manager Water and Sanitation**

- o) Conservancy tanks must be as no formal sewer services are available.

**Manager: Support Services**

- p) The developer will be responsible for all cost associated with this development application and the implementation thereof.
- q) The development be according to the attached Standard Conditions for Civil Engineering (2006-b).
- r) That the developer will be responsible to upgrade any water, sewer, stormwater or road infrastructure that might be required because of this existing development.
- s) The developer is responsible for the provision of all internal and external civil services as well as any amendments to any service which may be required because of this existing development.
- t) The developer is responsible to register all servitudes that may be required as a result of this development application.
- u) The developer must ensure that all development conditions are met before the municipality will issue the clearance certificate.
- v) That the detail and Design of the civil infrastructure be approved by the Director: Engineering and Planning Services before the developer asks for tenders.
- w) That the Director: Engineering and Planning Services be invited to all site meetings.
- x) Development charges is payable on this application as per the approved council policy. The development charges escalate annually as per the SAFCEC indices in July using the month of May as base. The development charges are payable when the developer submits a building plan for construction or with a transfer application to transfer a property, whichever is first.
- y) The developer must ensure all development conditions are before clearance for property clearances will be given.

You are hereby informed of your right to appeal to the Appeal Authority in terms of section 79 of the Saldanha Bay Land Use Planning By-law. The attached appeal form must be completed and should be directed to the Municipal Manager, Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380 and received by the municipality within 21 days of notification of this decision together with the information set out in section 80 of the By-law.

Please note that you must simultaneously serve notice of the appeal on any person who commented on the application and any other persons as the Municipality may determine (see attached list). Proof of serving the notification must be submitted to the Municipality, within 14 days of serving the notification. The notice must be served in accordance with section 35 of the said legislation and in accordance with the additional requirements as may be determined by the Municipality. The notice must invite persons to comment on the appeal within 21 days from date of notification of the appeal. Kindly note that no appeal right exists in terms of Section 62 of the Local Government Municipal Systems Act, No 32 of 2000.

Yours faithfully



---

**For Municipal Manager**

/dm

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**SALDANHA BAY MUNICIPALITY**

**ACKNOWLEDGEMENT OF DEBT**

WHEREAS the Owner wishes to apply to the Municipality in terms of the Land Use Planning Ordinance No 15 of 1985 for increased development rights on the property known as, \_\_\_\_\_

Erf 1464 St Herena Bay  
(hereinafter referred to as the "Property")

AND WHEREAS the Municipality has calculated the amount owing and payable by the Owner to the Municipality in respect of the provision of bulk municipal services (ordinarily and hereinafter referred to as "capital contribution") as envisaged by Section 42 of the said Land Use Planning Ordinance, payable by the Owner to the Municipality;

AND WHEREAS the Interim Policy in respect of capital contributions adopted by the Municipality requires an owner to sign an acknowledgement of debt in respect of the capital contribution payable to the Municipality:

NOW THEREFORE, I, the undersigned,

\_\_\_\_\_  
\_\_\_\_\_  
(Identity Number)

In my personal capacity / in my capacity as duly authorised director / member / trustee by a resolution attached hereto of the hereinafter referred to company / cc / trust

68 SANTICELLA VILLAGE (PTY) LTD

Reg No No 91/03757/07  
(hereinafter referred to as the "Owner")

hereby acknowledge the Owner to be indebted to

**THE SALDANHA BAY MUNICIPALITY**

(hereinafter referred to as the "Municipality")

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\_\_\_\_\_ X

In the amount as set out in the attached annexure A being in respect of capital contribution payable by the Owner to the Municipality should the application for increased development rights be approved. (Hereinafter referred to as the "Capital Contribution").

1. The Owner hereby undertakes to pay capital contribution to the Municipality when application is made for a clearance certificate in respect of the Property or a subdivision thereof / when applying for the approval of building plans on the property or any portion thereof (whichever the case may be), before the clearance certificate is issued / plan is approved.
2. Should the Municipality instruct an attorney as a result of any failure by the Owner to comply strictly with any term or condition hereof, the Owner will pay all the Municipality's costs on an own attorney and client scale, including collection commission.
3. The Owner hereby consents to the jurisdiction of the Magistrate's Court in connection with any claim or action arising out of or in connection with this acknowledgement and this clause will be deemed to be the written consent which might be required for that purpose by any law.
4. As domicilium citandi et executandi for all purposes of this acknowledgement, the Owner chooses the address (physical address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. No extension of time or other indulgence granted by the Municipality to the Owner in respect of its obligations will constitute a waiver of the Municipality's rights to enforce compliance of the terms and conditions hereof.
6. Should the signatory hereof sign this Acknowledgement of Debt on behalf of the Owner, the signatory hereof hereby binds himself as surety and co-principal debtor vis-a-vis the Municipality for the due fulfilment by the Owner and its successors in title of its obligations arising from this agreement and renounces the benefits of the legal exceptions of division, excussion, session of actions, non-causa debiti and errore calculi with the force and effect of which renunciations the signatory declares himself to be fully acquainted.

X



X

7. Should it be a condition of the approval that the amount of the capital contribution escalate from time to time according to a formula, the Owner furthermore acknowledges being indebted to and undertakes to pay such escalated amount to the municipality.
8. The Owner hereby acknowledges that a certificate signed by the Municipal Manager or the Chief Financial Officer of the Municipality, and stating the fact that an amount is due and payable, will be accepted as proof of the correctness of such amount and the calculation thereof, also for purposes of obtaining judgement.
9. The Owner acknowledges and confirms that no representation or any form of duress whatsoever has induced it to sign this acknowledgement and that it has done so of its own free will and volition.
10. Should the Owner sell the property or the remainder thereof the Owner hereby irrevocably undertakes to ensure that a clause is inserted in the Deed of Sale stipulating that the purchaser shall bind itself vis-a-vis the municipality with a similar acknowledgement of debt. The municipality shall be entitled to withhold a clearance certificate for the transfer of the property or the remainder thereof to the purchaser until this has been done.

SIGNED AT X DURBANVILLE ON 25TH JANUARY 2023

X   
OWNER

AS WITNESSES :

1. \_\_\_\_\_

2. \_\_\_\_\_





ANNEXURE A

**AGREEMENT IN RESPECT OF PAYMENT OF A DEPOSIT AS AN ESTIMATED CAPITAL CONTRIBUTION AMOUNT AND UNDERTAKING TO PAY DIFFERENCE BETWEEN DEPOSIT AND THE AMOUNT OF ACTUAL CALCULATED CAPITAL CONTRIBUTIONS**

File No 5/1/6; Erf 1464, St Helena Bay

Original [ X ]  
Copy [   ]

X   
DEVELOPER / OWNER

R472 730.92  
AMOUNT

(in words) Four Hundred and Seventy Two Thousand, Seven Hundred and Thirty Rand, Ninety Two Cents.

(1) AMOUNT

SERVICE	AMOUNT IN RAND	Per Property
Roads	R 55,102.72	R9 183.79
Water*	R 113,589.93	R18 931.66
Sewer	R 80,643.35	R13 440.56
Refuse / Landfill	R 43,561.90	R7 260.32
Electricity*	R 0.00	R 0.00
West Coast District / Bulk Water Capital Contribution	R 118,172.46	R19 695.41
Sub Total	R 411,070.36	R68 511.73
15% VAT	R 61,660.55	R10 276.76
TOTAL	R 472,730.91	R78 788.49

Total multiplied by the number of erven / units = R \_\_\_\_\_



**THE CAPITAL CONTRIBUTIONS WILL ESCALATE ANNUALLY ON 1 JULY IN ACCORDANCE WITH SAFCEC INDEX NEW INDICES 2008:100 FOR THE CAPE PENINSULA AS IN THE MONTH OF MAY OF THAT YEAR**

- \* Not including any additional amount for connection fees  
Note : Capital Contributions were calculated on the information for services required as submitted to the Municipality by the developer/owner.

Signed at DURBANVILLE on this 25 day of JANUARY 2023

X 

**OWNER / DEVELOPER**

- (2) **ACTUAL CALCULATED CAPITAL CONTRIBUTION (ACCC)**  
Amount to be calculated in terms of Council Resolutions R104/4-10 and

ACCC : R \_\_\_\_\_

(in words) \_\_\_\_\_

<b>SERVICE</b>	<b>ACCC</b>
Roads	
Water	
Sewer	
Refuse / Landfill	
Electricity	
West Coast District / Bulk Water Capital Contribution	
Sub Total	
14% VAT	
<b>TOTAL</b>	



Total multiplied by the number of erven / units =  
R \_\_\_\_\_

Checked and approved on behalf of the Municipality.

DATE : \_\_\_\_\_ SIGNED : \_\_\_\_\_

TITLE : \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

X



**OWNER / DEVELOPER**

3. **FOR OFFICIAL USE**

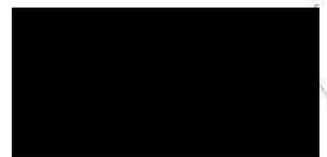
Difference between 1 and 2 above

R \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

3.1 Additional amount owed and paid to the Municipality by :  
DEVELOPER / OWNER after final calculation of Capital  
Contributions has been made in terms of Council Resolution  
R104/4-10 and \_\_\_\_\_



R \_\_\_\_\_

(in words) \_\_\_\_\_

PAYMENT DATE : \_\_\_\_\_ RECEIPT NO: \_\_\_\_\_

DATE : \_\_\_\_\_ SIGNED : \_\_\_\_\_

TITLE : \_\_\_\_\_

3.2 Amount overpaid by Developer / Owner and owed to Developer / Owner by the Municipality after the final calculation of Capital Contributions has been made in terms of Council Resolution R104/4-10 and \_\_\_\_\_

(in words) \_\_\_\_\_

PAYMENT DATE : \_\_\_\_\_ RECEIPT NO : \_\_\_\_\_

DATE : \_\_\_\_\_ SIGNED : \_\_\_\_\_

TITLE : \_\_\_\_\_

Banking details of Developer / Owner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cc : Director : Engineering & Planning Services  
Manager : Finance  
Manager : Landuse Development and Control  
Manager : Support Services  
Manager : Electrotechnical Services

## SALDANHA BAY MUNICIPALITY

### CERTIFICATE FOR CALCULATION AND PAYMENT OF CAPITAL CONTRIBUTIONS (CIVIL)

Department Civil Services Support

FILE REFERENCE:	5/1/6; Erf 1464 St Helena Bay			Eskom
APPLICANT:	68 Santicella Village PTY Ltd			
Name of registered owner:	68 Santicella Village PTY Ltd			
Name of applicant:	PJ Le Roux Town Planners			218722499
Contact details:	Cell Number:	780317607	Tel number:	
	Fax Number:	-	email address:	pl@plerox.co.za
DESCRIPTION OF PROPERTY:	6 New Properties			
NUMBER OF ERVEN:	1 Open Space Subdivided into 6 residential properties			
INFORMATION APPLICABLE:	<u>Trip generation:</u>	6 New Properties = 6 Trips		
	<u>Water Demand:</u>	1 kl x 5 + 0.45kl (1 Property < 500m <sup>2</sup> ) = 5.45kl/day		
	<u>Sewer</u>	70% of Water = 3.815kl/day		
	<u>Solid Waste</u>	6 New Properties = 6 Bins		

#### CAPITAL CONTRIBUTIONS (CIVIL SERVICES) PAYABLE:

SERVICE	AMOUNT(2022/2023)	Per Property
ROADS	R 55,102.72	R 9,183.79
WATER	R 113,589.93	R 18,931.66
SEWER	R 80,643.35	R 13,440.56
SOLID WASTE	R 43,561.90	R 7,260.32
WCDM	R 118,172.46	R 19,695.41
<b>Sub-Total</b>	<b>R 411,070.36</b>	<b>R 68,511.73</b>
VAT	R 61,660.55	R 10,276.76
<b>TOTAL</b>	<b>R 472,730.92</b>	<b>R 78,788.49</b>

Calculated By:

.....  
 Engineer, Support Services  
 Date: 23/11/23

Certified By:

.....  
 Manager, Support Services  
 Date: 23.01.2023

Controlled By:

.....  
 Director: Engineering and Planning Services  
 Date: 23/11/23

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**ROADS (Base Data provided by Senior Manager Roads and Stormwater)**

<b>P</b>	=	<b>r/R(Wp - Lp) - Hp</b>
----------	---	--------------------------

**r** = number equivalent units (ritopwekkings) in development  
**R** = Total number of equivalent units in municipal area  
**Wp** = Replacement value of existing roads  
**Lp** = Outstanding loan debt on roads and streets  
**Hp** = Cost of providing wider streets or driveways and reserves

**r** = 6  
**R** = 43767

Bulk Roads =  
 Manager: Roads and Stormwater - Classification 2019 (6m Wide Standard) @

51778 m  
 513287 m<sup>2</sup>  
 R 7710 /m<sup>2</sup> ( Manager Roads)

**Wp** = R 432,530,280.00

R 432,530,280

**Lp** = R 30,581,481.54

**Hp** = 0

<b>P</b>	=	<b>r/R(Wp - Lp) - Hp</b>
----------	---	--------------------------

= R 55,102.72

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**WATER (Base Data provided by Senior Manager: Water and Sanitation)**

$$W = v \times Cres + qw/Qw(Ww - Ow - Ores - Lw) - Hw$$

- v = Reservoir capacity needed for development(Ml)
- Cres = Construction unit cost of reservoirs
- qw = Design average water consumption for development(kl)
- Qw = Design average water consumption for whole town(kl)
- Ww = Replacement of all bulk distribution components
- Ow = Estimated construction cost of bulk distribution components
- Ores = Estimated construction cost of reservoir capacity
- Lw = Outstanding loan debt on water distribution
- Hw = Cost of installation services of a higher standard than required within the development to allow for other developments

Replacement cost of Reservoirs per Ml:  
 Capacity of all reservoirs:  
 Water Bulk Lines  
 Number pump stations:  
 Number of booster pump stations:  
 water purchased :

R 1,383,154.78	
97.785	Ml
42831	m
22	
8	
10573766	m <sup>3</sup> /yr

213295-115500/1000

Given

Reservoir capacity needed for development(Ml)

$$v = \frac{2 \times qw}{Qw} = 10.9$$

Construction unit cost of reservoirs (Cres)

Cres = R 3,383.15

Replacement value of bulk services (Ww)

Reservoirs:  
 Water Bulk Lines  
 Pump Stations:  
 Booster Pump Station:

97.785	Ml @
42831	m @
22	@
8	@
	=

R 2,145,326.00 /Ml =  
 As per calculation sheet  
 R 1,259,653.21 /ps =  
 R 1,456,535.85 /ps =

R 209,802,156.17  
**R 174,078,000.00**  
 R 27,712,370.62  
 R 11,644,766.80  
R 423,237,293.59

Estimated construction cost of bulk distribution components (Ow)

Ow = R 0.00

Confidential - InfoProp 02-550-5500

Under Provision of reservoir capacity (Ores)

AADD	=	365 days
	=	28969.22 m <sup>3</sup> /day or Kl/day
	=	28.97 MI/day
	=	<b>28.97</b>

Capacity needed: (48hrs)	=	57.94 MI
Currently available:	=	97.795 MI
<b>Ores (Under provided)</b>	=	<b>-39.86 MI</b>
Cost Underprovide	=	<b>R 0.00</b>

Outstanding Loans (Lw)

Lw	=	R 15,470,014.13
----	---	-----------------

Cost of installation services of a higher standard than required within(Hw) the development to allow for other developments

Hw	=	<b>R 0.00</b>
----	---	---------------

qw	=	5.45 kl/day
Qw	=	28969.22 kl/day

<b>W</b>	=	<b>v x Cres + qw/Qw(Ww - Ow - Ores - Lw) - Hw</b>
	=	<b>R 113,589.93</b>

Description	AADD qr in kl/day
Single Residential	
Erven size < 500 m <sup>2</sup>	450l/day 0.45
> 500 m <sup>2</sup>	1000l/day 1
General housing units (Group Housing and Apartments)	450l/day 0.45
Offices and shops	400l/day per 100m <sup>2</sup> 0.4

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092-550-5500

**SEWER (Base Data provided by Senior Manager Water and Sanitation)**

R	=	$qr/Qr(Wr - Or - Lr) - Hr$
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- qr = Designed average sewage flows for development (m<sup>3</sup>/day)
- Qr = Designed average sewage flows for whole town (m<sup>3</sup>/day)
- Wr = Replacement value of all sewer main components (R)
- Or = Estimated cost of sewer main components under provided (R)
- Lr = Outstanding loan debt on sewer (R)
- Hr = Cost of larger networks to provide for other developments (R)

**Capacity of Sewer works**

Vredenburg:	5000	m <sup>3</sup> /day
Saldanha:	5000	m <sup>3</sup> /day
Langebaan:	3500	m <sup>3</sup> /day
Laingville:	1825	m <sup>3</sup> /day
Hopefield:	900	m <sup>3</sup> /day
Shelly Point:	200	m <sup>3</sup> /day
Patemoster:	1300	m <sup>3</sup> /day
	<b>17729</b>	<b>m<sup>3</sup>/day</b>

**Replacement value**

WWTW:	<b>17729</b>	@
Pump Stations	86	@
SBM Bulk Gravity Sewer Pipes	<b>27663</b>	m
SBM Bulk Pumpline Sewer Pipes	<b>28416</b>	m
Wr		

R 8,292.62	=	R 147,019,859.98
R 1,298,879.36	=	R 111,703,624.96
As per calculation sheet		<b>R 90,059,000.00</b>
As per calculation sheet		<b>R 61,686,000.00</b>
=		<b>R 410,468,484.94</b>

qr	=	<b>3.815</b>	m <sup>3</sup> /day
Qr	=	<b>17729</b>	m <sup>3</sup> /day
Or	=	<b>R 0.00</b>	
Lr	=	<b>R 35,704,149.76</b>	
Hr	=	<b>R 0.00</b>	

R	=	$qr/Qr(Wr - Or - Lr) - Hr$
		<b>R 80,643.35</b>

Confidential - InfoProp 0825550-5500

**SOLID WASTE (Base Data Provided by Senior Manager: Solid Waste and Bulk Water)**

VA	=	qVA/QVA(WVA - LVA)
qVA		Number of collection points / containers in development
QVA		Total number of removal points
WVA		Estimated value, including rehabilitation costs of landfill sites and facilities in municipal area
LVA		Outstanding loan debt of solid waste sites and facilities
Compactors	18	R 2,326,375.00
Skip's	86	R 35,000.00
Trucks	12	R 893,350.00
Vehicles	9	R 400,000.00
Landfill compactor dozer	1	R 5,651,328.00
Front end loader	4	R 2,100,000.00
Recycling Domes	13	R 4,729.50
Waste transfer stations	4	R 1,831,600.00
Drop offs	2	R 240,000.00
Material Recovery Facility	1	R 8,437,537.30
Composting Plant	0	R 0.00
<b>Landfill sites:</b>		
Vredenburg	1	R 80,199,457.58
Regional waste transfer station	1	R 26,439,846.70
Vredenburg new landfill cell	1	R 58,856,000.00
Hopefield 1	1	R 5,552,733.21
Hopefield 2	1	R 5,256,546.29
Kalkrug	1	R 101,951.93
Langebaan	1	R 115,123.94
		<b>R 266,083,358.45</b>
WVA	=	<b>6</b>
qVA	=	<b>34597</b>
QVA	=	<b>R 14,898,159.75</b>
LVA	=	
VA	=	<b>R 43,561.90</b>

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**WEST COAST DISTRICT MUNICIPALITY (Base Data Provided by Senior Manager: Solid Waste and Bulk Water)**

The capital contribution rate for 2022/2023 is R 21 683.02 as per email D Wright R 21,683.02 /kl/day (Annual Average Daily Demand)

WDM =	R 118,172.46
-------	--------------

All amounts are excluding VAT

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**POLICY FOR HANDLING OF APPLICATION FOR WATER CONNECTION AND CAPITAL CONTRIBUTIONS  
IN RESPECT OF WATER DISTRIBUTION : WEST COAST DISTRICT MUNICIPALITY**

- 1.) Any application for a water supply either directly to the bulk water network or the internal water network of a B-municipality is directed to the relevant B-municipality in which the property falls.
- 2.) The application by the B municipality is considered in respect of its Integrated Development Plan, Spatial Development Plan and other relevant criteria such as Economic Development (eg. job creation etc)
- 3.) If the application is not supported by the B-municipality , it will be rejected by the B municipality and no further reference will be made thereafter.
- 4.) If the application is supported by the B municipality, it is referred to the the Consulting Engineers, GLS, for evaluation in terms of available capacity of both the internal system of the appropriate B municipality as well as for the bulk system for cases where the planned development will have an immediate and material impact on the system.
- 5.) After payment of the evaluation fee by the applicant to GLS, will GLS do the evaluation with a recommendation to the relevant B-municipality and the District municipality (DM) containing the following:
  - Is sufficient capacity available in the current internal and bulk systems?
  - What is the capital contributions (both internally and for bulk systems) of the applicant?
  - What conditions apply?
- 6.) Following the evaluation from GLC, the application will be processed by the B-municipality and the capital contributions (for the internal as well as the bulk system) charged and the bulk system's capital contribution amount paid to the District
- 7.) Capital contributions for a specific application / development / project will be charged according to the relevant capital contribution rate as applicable on the date the application is submitted and is determined by the Average Annual Daily Demand (AADD) and is payable as follows:
  - An amount equal to 100% of the capital levy (based on the estimated Annual Average Daily Demand of the first twelve months) is payable before a connection is provided.
  - The capital contribution rate for [REDACTED] is as per email from D Wright
  - For domestic connections is a unit consumption of 1 kl / day / unit (200l/person x 5 persons / unit) for determining the annual Average Daily Demand unless a lower unit consumption by a professional engineering report can be substantiated.
  - The average monthly factor between peak and average monthly consumption for which the planning components of the distribution system provided is 1.5. The capital contribution of a consumer who's monthly consumption is required more than 1.5 times his average monthly consumption should be increased by a factor equal to PMF/1.5, where PMF was the actual peak month factor. This increase does not apply where the consumer himself provide storage capacity, then the PMF decreases to 1.5 or lower.
- 8.) If the actual metered water consumption increases in subsequent years, the developer / applicant will be liable to pay the additional capital contribution based on the increased consumption (AADD).
- 9.) If a connection to the bulk water system is approved, only a connection point with a water meter on the main line will be provided (against actual installation costs). Any connecting line from the connection point to the consumer will be to the consumers own expense on approval. Maintenance of this connection line is the responsibility of the consumer.
- 10.) The appropriate water tariff for new connections directly to the bulk water network will be applicable and charged to WCDM.

**Example**

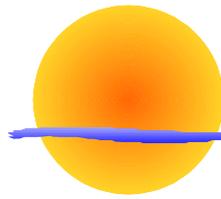
**Example 1 (Connecting directly to the bulk network)**

- An application for a connection to the bulk water network is received on 3 April 2007.
- The capital contribution rate applicable as at 3 April 2007 is R 5250 per kl / day (Average Annual Daily Demand)
- The applicant indicates that he will be using 45 000 kl of water per year.
- According to the Annual Average Daily Demand:
  - = 45 000 kl/365 days
  - = 123.29 kl/day
- The estimated capital contribution amounts to:
  - = R 5 250 x 123.29
  - = R 647 260.27 and is payable before the connection is granted
- According to the proposed procedure his real Average Annual Daily Demand for the following years will then be measured and the actual capital contribution calculated that the outstanding balance (after the original estimated capital contribution was paid, be deducted) will be payable.

**Example 2 (Connecting to internal water network of B-municipality)**

- An application for a connection of four plots (units) in the internal water network of a B municipality was received on 3 April 2007.
- The bulk capital contribution rate applicable as at 3 April 2007 is R 5250 per kl / day (Average Annual Daily Demand).
- For domestic connections is a unit consumption of 1 kl / day / unit (200 l / person x 5 people / unit) for the determination of Annual Average Daily Demand unless a lower unit consumption by a professional engineering report can be motivated.
- According to the Annual Average Daily Demand:
  - = 4 x 1
  - = 4 kl/day
- The estimated bulk capital contribution amounts to:
  - = R 5 250 x 4
  - = R 21 000.00 and is payable before the connection is granted
- This amount is charged by the B municipality involved and paid to the District municipality.
- The above are only the bulk system's capital contribution and does not include the relevant B-municipality's capital contribution charge for its internal water network.

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# GOLDEN MILE

## Home Owners Association

P.O. Box 259, Stompneusbaai 7382

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### CONSTITUTION

### OF THE GOLDEN MILE HOME OWNERS ASSOCIATION

#### 1. NAME OF THE ASSOCIATION

In English : Golden Mile Home Owners Association  
In Afrikaans : Golden Mile Huiseienaars Vereniging

#### 2. ESTABLISHMENT IN TERMS OF STATUE

The Golden Mile Home Owners Association is constituted, as a Body Corporate, in terms of Section 29 of the Land Use Planning Ordinance No. 15 of 1985, In accordance with the Conditions imposed by the now defunct Municipality of St Helena Bay when approving, in Terms of Section 25(1) and 42 of the said Ordinance, the Sub-Division of the Remainder of Erf 348 St Helena Bay in the present Municipality of Saldanha Bay; in common terms it refers to Erven 1315 to 1463 and to Erven 2334 to 2343 along the so-called Golden Mile Boulevard, Britannia Bay.

#### 3. INTERPRETATION

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

“These Presents”	Means the Constitution and Regulations and By-Laws of the Association from time to time in force.
“The Association”	Means the Golden Mile Home Owners Association.
“Month”	Means Calendar Month.
“Year”	Means Calendar Year.
“In Writing”	Means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form.
“The Unit Erven”	Means the residential Erven resulting from the sub-division of the remainder Erf 348 St Helena Bay in the Municipality of Saldanha Bay; in common terms it refers to Erven 1315 to 1463 and to Erven 2334 to 2343 along the so-called Golden Mile Boulevard.
“Member”	Means a Member of the Association.
“The Trustee Committee”	Means the Board of Trustees of the Association.
“A Trustee”	Means one of the Trustee Committee.
“Chairperson”	Means the Chairperson of the Trustee Committee.
“Vice-Chairperson”	Means the Vice-Chairperson of the Trustee Committee.
“Registered Owner”	Means the Registered Owner of a Unit Erf.
“The Municipality”	Means the Municipality of Saldanha Bay.

“Special Resolution”	Means a Resolution passed at a Special General Meeting of which, not less than 21 (twenty-one) clear days notice has been given specifying the intention to propose the Resolution as a Special Resolution, the Terms and Effect of the Resolution and the reason for it, and passed on a show of hands, by not less than one fourth of the number of paid up Members entitled to vote at that Meeting who are present in person or by Proxy.
“The Development”	Means the remainder of Erf 348 St Helena Bay in the Municipality of Saldanha Bay.
“Lessee”	Means any person having a Lease on any property in the Development.
“Natural Person”	Shall include a Company, a Close Corporation, a Trust, a Partnership, or any other Association of Persons entitled by law to hold title to immovable property.
“The Rules”	Means the initial Rules of the Association and any subsequent Rules made by the Association.

Unless the context otherwise requires, any words importing the singular number shall include the plural number and vice versa, and words importing any one gender only, shall include the other gender.

#### **4. HEADNOTES**

The headnotes to the Clauses in this Constitution and Rules are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

#### **5. OBJECTIVES OF THE ASSOCIATION**

The objectives of the Association are:

- 5.1 To promote and enforce high standards for high quality living in the development in such a way that Members may derive the maximum collective benefits therefrom.
- 5.2 To acknowledge the inviolability of the Admiralty Reserve which falls within the sphere of interest of the Association and the preservation of which constitutes the foundation of coastal management, planning and control.
- 5.3 To enforce certain building regulations in order to maintain a characteristic West Coast ‘feel’ and the Association shall have the powers to do such acts as are necessary to accomplish these objectives and any objective implied herein. Without in any way limiting the generality of the foregoing, such powers shall include, but not be limited to the following:
- 5.4 The determination of what constitutes appropriate standards for community living and the maintenance of properties in the Development.
- 5.5 The investment and re-investment of monies of the Association not immediately required, in such a manner as may be from time to time be determined.
- 5.6 The operation of a banking account with all powers required by such operation.
- 5.7 The making of entering into and carrying out of contracts or agreements for any of the purposes of the Association.
- 5.8 The employment and payment of agents, servants or any other parties.
- 5.9 The making, amendment and repeal of Rules which shall be binding upon Members, lessees of and visitors to the development as if they form part of this Constitution.
- 5.10 The formation of sub-committees as the Members in General Meeting may deem necessary.
- 5.11 The right to sue and defend actions in the name of the Association and to appoint legal representatives for this purpose.
- 5.12 The levying of a subscription payable by Members as provided in Clause 12.

#### **6. FINANCIAL YEAR END**

The financial year-end of the Association is the end of December of each year.

#### **7. MEMBERSHIP**

- 7.1 Membership of the Association shall be compulsory for every registered owner of a Unit Erf.

- 7.2 Membership of the Association shall be limited to the registered owners of the Unit Erven provided that:
- 7.2.1 A person who is entitled to obtain a certificate of registered title to any such Unit Erf shall be deemed to be the registered owner thereof.
- 7.2.2 Where any such owner is more than one person, all the registered owners of that Unit Erf shall be deemed jointly and severally to be one Member of the Association.
- 7.2.3 Where one person owns more than one Unit Erf, such a person shall be deemed to be as many Members as he/she owns Erven.
- 7.3 When a Member ceases to be a registered owner of a Unit Erf, he/she shall ipso facto cease to be a Member of the Association.
- 7.4 A Member shall not be entitled to sell or transfer a Unit Erf unless it is a condition of the sale and transfer that:
- 7.4.1 The transferee becomes a Member of the Association.
- 7.4.2 The registration of transfer of that Unit Erf into the name of that transferee shall ipso facto constitute the transferee as a Member of the Association.
- 7.5 The registered owner of a Unit Erf may not resign as a Member of the Association.
- 7.6 The Trustee Committee may, by regulation, provide for the issue of a Membership certificate in such a form as may be prescribed by the Trustee Committee.
- 7.7 The rights and obligations of a Member shall not be transferable and every Member shall:
- 7.7.1 To the best of his/her ability further the objectives and interests of the Association.
- 7.7.2 Observe all By-Laws and Regulations made by the Association or the Trustee Committee provided that nothing contained in this Constitution shall prevent a Member from ceding his/her rights in terms of this Constitution as security to a mortgagee of that Member's Unit Erf.
- 7.7.3 Comply with all duties of a landowner.
- 7.7.4 Comply with the requirements of the Municipality of Saldanha Bay.
- 7.8 Should any Member let any Unit Erf owned by him/her to a lessee, he/she shall be obliged, and undertakes to ensure that such lessee complies with the provisions of this Constitution and the Rules of the Association. The lessee may become an Associate Member of the Association by payment of the annual subscription. An Associate Member shall be entitled to attend Meetings of the Association, but shall not be entitled to vote at any of the meetings.

## 8. POWERS

- 8.1 The management and administration of the Association shall be exercised by a Board of Trustees that shall consist of 5 (five) Members.
- 8.2 Every Trustee must be a paid-up Member of the Association.
- 8.3 The Board of Trustees shall be elected at an Annual General Meeting.
- 8.4 Each Trustee shall continue to hold office until the Annual General Meeting next following his/her said appointment, at which meeting such Trustees shall be deemed to have retired from office as such, but will be eligible for re-election to the Trustee Committee at such meeting.  
A Trustee shall be deemed to have vacated his/her office as such upon:
- 8.4.1 His/her estate being sequestrated, whether provisionally or finally, or his/her surrendering his/her estate.
- 8.4.2 His/her making any arrangement of compromise with his/her creditors.
- 8.4.3 His/her conviction for any offence involving dishonesty.
- 8.4.4 His/her becoming of unsound mind or being found lunatic.
- 8.4.5 His/her resigning from such office in writing delivered to the secretary.
- 8.4.6 His/her death.
- 8.4.7 His/her being removed from office by a Special Resolution of the Members provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact he is no longer a Trustee has been recorded in the Minute Book of the Trustee Committee.
- 8.5 Upon any vacancy occurring on the Trustee Committee prior to the 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.

- 8.6 The Chairperson of the Association shall be elected at each Annual General Meeting and he/she shall remain in office, unless he/she vacates in terms of the provisions of this Constitution, until the following Annual General Meeting when he/she shall retire but be eligible for re-election.  
The Chairperson shall cease office as such if:
- 8.6.1 In a notice in writing to the Association he/she resigns his/her office.
  - 8.6.2 He/she is or becomes of unsound mind.
  - 8.6.3 He/she surrenders his/her estate as insolvent or his/her estate is sequestrated.
  - 8.6.4 He/she is convicted of an offence that involves dishonesty.
  - 8.6.5 He/she alienates him/herself from two consecutive Board Meetings.
  - 8.6.6 By resolution of two thirds of all members of a Special General Meeting, he/she is removed from office.
  - 8.6.7 His/her annual subscription becomes delinquent.
- 8.7 Within 14 (fourteen) days of an Annual General Meeting the Chairperson will meet with his/her Board of Trustees and elect the Vice-Chairperson and such other Officers as deemed necessary, i.e. Secretary, Treasurer and others.
- 8.8 Additional Members may be co-opted to the Board by the Board of Trustees to ensure maximum expertise to fulfil the duties of the Board; such a co-opted Trustee shall have the same right and privilege of an elected Trustee.
- 8.9 Save as otherwise provided in these presents, the Chairperson shall preside at all Meetings of the Trustee Committee, and all General Meetings of Members, and shall perform all duties incidental to the Office of Chairperson and such other duties as may be prescribed by the Trustee Committee or of Members, and to allow or refuse to permit invitees to speak at any such Meetings, provided however, that any such invitees shall not be entitled to vote at any such Meetings.
- 8.10 The Vice-Chairperson shall assume the powers and duties of the Chairperson in the absence of the Chairperson, or his/her inability or refusal to act as Chairperson, and shall perform such other duties as may from time to time be assigned to him/her by the Chairperson of the Trustee Committee.
- 8.11 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Trustees and/or Chairperson, Vice-Chairperson, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees or salary in the respect of the performance of such duties.
- 8.12 Subject to the express provisions of these presents, the Trustee Committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in these presents, may exercise all such powers of the Association as may be exercised and done by the Association, and as are not by these presents required to be done by the Association in General Meeting, subject nevertheless to such regulations 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 invalid if such regulation had not been made.
- 8.13 The Trustee Committee may, should it so decide, investigate any suspected or alleged breach by any Member or Trustee of these presents in such reasonable manner as it shall decide from time to time.
- 8.14 The Trustee Committee may make Regulations and By-Laws, not inconsistent with this Constitution, or any Regulations or By-Laws prescribed in the Association in General Meeting, or any Regulations or By-Laws of the Municipality:
- 8.14.1 As to disputes generally
  - 8.14.2 For the furtherance and promotion of any of the objectives of the Association
  - 8.14.3 For the better management of the affairs of the Association
  - 8.14.4 For the advancement of the interests of Members
  - 8.14.5 For the conduct of Trustee Committee Meetings and General Meetings
  - 8.14.6 To assist it in administering and governing its activities generally and shall be entitled to cancel, vary or modify any of the same from time to time.
- 8.15 The Trustee Committee may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, subject to any provisions of these presents.

- 8.16 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 requirement in respect of a particular quarter, then no Meeting of the Trustee Committee need be held for that quarter.
- 8.17 The Quorum necessary for the holding of any Meeting of the Trustee Committee shall be 3 (three) Trustees.
- 8.18 The Chairperson shall preside as such at all Meetings of the Trustee Committee provided that should at any Meeting of the Trustee Committee the Chairperson not be present within 5 (five) minutes after the time appointed for the holding thereof, then the Vice-Chairperson shall act as Chairperson at such Meeting, provided further that should the Vice-Chairperson also not be present within 5 (five) minutes of the time appointed for the holding of such Meeting, those present of the Trustee shall vote to appoint a Chairperson for the Meeting, who shall thereupon exercise all the powers and duties of the Chairperson in relation to such Meeting.
- 8.19 A Trustee shall take Minutes of every Trustee Committee Meeting, although not necessarily verbatim, which Minutes shall be reduced to writing without undue delay after the Meeting will have closed, and shall then be certified correct by the Chairperson of the Meeting. All Minutes of the Trustee Committee Meeting shall after certification as aforesaid, be placed in a Trustee Committee Minute Book, to be kept in accordance mutatis mutandis, with the provision of the law relating to the keeping of Minutes of Meetings of directors of companies. The Trustee Committee Minute Book shall be open for inspection at all reasonable times by a Trustee, the Association Members and Local Authority.
- 8.20 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 of the passing of such Resolutions, and until varied or rescinded, but no Resolution or purported Resolution of the Trustee Committee shall be of any force or effect, or shall be binding upon the Members or any of the Trustees unless such Resolution is competent within the powers of the Trustee Committee.
- 8.21 Save as otherwise provided in these presents, the proceedings at any Trustee Meeting shall be conducted in such reasonable manner and form as the Chairperson of the Meetings shall decide.
- 8.22 A Resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a Meeting of the Trustee Committee duly convened.

## **9. INDEMNITY**

No duly authorised Member to whom the whole or any aspects of management and administration of the Association has been delegated shall be liable to the Association or to any Member thereof or to any other person whomsoever for any act or admission by him/herself or by the servants, agents, contractors or employees of the Association, such Members shall be indemnified by the Association against any loss or damage suffered by him/her in consequence of any purported liability, provided that such Member has, upon the basis of information known to him/her, or which should reasonably have been known to him/her, acted in good faith and without gross negligence.

## **10. MEETINGS OF THE ASSOCIATION**

### **10.1 Annual General Meeting**

Annual General Meetings of Members shall be held once in every year at such time and place as the Board of the Trustees may agree, but so that no more than 15 (fifteen) months shall be allowed to lapse between any 2 (two) such successive Meetings. As the Development, for the foreseeable future, will have the character of a summer holiday destination, the Board of Trustees shall attempt to schedule the Annual General Meeting on a date between the middle and the end of December each year.

The business to be conducted at the Annual General Meeting shall include:

- 10.1.1 The Receipt of a report on the affairs of the Association.
- 10.1.2 The adoption of the Minutes of the previous Annual General Meeting.
- 10.1.3 The adoption of the balance sheet and accounts.
- 10.1.4 The consideration of any resolutions concerning the affairs of the Association of which due notice has been given to all Members.
- 10.1.5 The election of a Board of Trustees.
- 10.1.6 The election of a Chairperson of the Board of Trustees

10.1.7 Any other business.

## 10.2 **Special General Meeting**

Any 4 (four) Members may call a Special General Meeting of Members.

## 10.3 **Presence at Meetings**

Each Member shall be obliged to be present in person or represented by proxy at the Annual General Meeting and at any special General Meetings, failing which, such Members shall be deemed to have voted in favour of any Resolution passed at such Meeting by the remaining Members.

## 10.4 **Notice of Meetings**

An Annual General Meetings shall be convened on not less than 21 (twenty-one) days notice in writing. The notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the Meeting and the general nature of the matters to be discussed, provided that any Meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by all the Members.

## 10.5 **Validity of Meeting**

The non-receipt of a notice of the Meeting by any person or Member, entitled to receive such notice, shall not invalidate the proceedings of that Meeting, except to the extent that such proceedings have prejudiced, or on the balance of probability would materially prejudice, the financial or proprietary interest of the relevant Member who did not receive, nor have received on his/her behalf, the aforesaid notices.

## 10.6 **Quorum**

No matter shall be discussed at any Meeting unless a Quorum is present when a Meeting commences. For all purposes, the Quorum shall be Members present in person or by proxy and be not less than one fourth of paid-up Members of the Association.

## 10.7 **Adjournment**

If within half an hour of the time appointed for the holding of a Meeting a Quorum is not present, the Meeting shall stand adjourned to the same day in the next week, at the same place and time or at any other place as the Chairperson of the Meeting shall appoint. If a Quorum is still not present within half an hour from the time appointed for holding this Meeting, the Members present shall be a Quorum. All Members of the Association shall be informed of such an adjourned Meeting.

## 10.8 **Votes**

At all General Meetings, Resolutions put the vote shall take place by a show of hands. Voting shall take place in accordance with the following positions:

10.8.1 Each Member present in person shall have one vote for every Unit Erf registered in his/her name.

10.8.2 Each person present as proxy for a Member shall have one vote for every Unit Erf registered in the name of the Member for whom he/she is a proxy.

10.8.3 Each Member and person present as proxy for a Member shall indicate clearly how he/she casts each vote to which he/she is entitled as aforesaid.

10.8.4 All Resolutions shall, except as otherwise provided herein, by simple majority be those Members present in person or proxy at the Meeting and voting.

10.8.5 The Chairperson of the Meeting shall count the votes cast for and against the Resolution and shall declare it carried or lost as the case may be.

10.8.6 A declaration by the Chairperson of a result of the voting by show of hands and an entry thereof in the Minute Book of the Association shall be conclusive evidence of that vote.

10.8.7 The Chairperson shall not have the casting vote in addition to his/her ordinary vote.

## 10.9 **Incapacity**

Should any Member be declared incapable of managing his/her own affairs, or a protocol or insolvent, or in the case of a company placed into liquidation, such Member may be represented by his/her curator, trustee, or liquidator as the case may be, who shall be entitled to vote on his/her behalf, either personally or by Proxy.

**10.10 Co-Ownership**

If 2 (two) or more persons are joint registered owners of any Unit Erf, then in voting upon any question, the vote of the senior, who tenders a vote either in person or by Proxy shall be accepted to exclusion of votes of the other registered owners of the Unit Erf, and for this purpose, seniority shall be determined by the dates of birth of the joint owners as recorded in the Deed Registry Cape Town. In the event of a Unit Erf being jointly owned by a natural person, a company, a close corporation or a trust, then in such event a natural person shall cast a vote on behalf of such Membership.

**10.11 Proxy**

10.11.1 Votes may be given personally or by Proxy.

10.11.2 The instrument appointing a Proxy shall be in writing in the common form or any form approved by the Chairperson of the Meeting under the hand of the appointer, or his/her attorney or agent duly authorised in writing, or if such appointer is a company or a close corporation, under the hand of an officer/member duly authorised on their behalf.

**10.12 Companies, Close Corporations or other Associations**

Any company, close corporation or trust or other association which is a Member of the Association may be by Resolution of its directors, Member or other governing body, authorise such person to act as its representative at any Meeting of the Association and the person so authorised shall be entitled to exercise the same powers on behalf of the company, close corporation, or other association which he/she represents as that company, close corporation or association could exercise as it were an individual Member of the Association.

**10.13 Resolutions**

Resolutions may be taken by the Association other than in General Meeting, provided that they are signed by all Members or by their representatives.

**11. THE STATUS OF THE ASSOCIATION**

The Association shall be an Association:

- 11.1 With legal personality, capable of suing and being sued in its own name.
- 11.2 Of Members who in their personal capacity shall have no right, title or interest in the property, funds or assets of the Association.
- 11.3 Not for profit, but for the benefit of the owners of the property in the Development.
- 11.4 With the right to acquire, hold and alienate property both moveable and immovable.

**12. ANNUAL SUBSCRIPTIONS**

- 12.1 The Association shall be entitled to levy an annual subscription from its Members to defray the cost of managing and administering the Association and for the purpose of meeting all the expenses the Association has incurred or will incur. Such subscription may be fixed and collected annually in advance. A Member shall, however, only be obliged to pay a pro rata portion of the annual subscription where his/her Membership has been for a portion of a year.
- 12.2 The Association shall be entitled, at its discretion, to increase the annual subscription from time to time, provided that the increase will not be greater than 20% per annum.
- 12.3 The annual subscription for any year shall become due and payable on the 1<sup>st</sup> day of January of the said year.
- 12.4 Any amount due by a member by way of an annual subscription shall be due by him/her to the Association. A Member's successor entitled to a Unit Erf in the Development shall be liable as from the date upon which he/she becomes a Member pursuant to transfer of that Unit Erf, to pay the annual subscription attributable to that Unit Erf. No Member shall transfer his/her Unit Erf in the Development until the Association has certified that the Member has, at the date of transfer, fulfilled all his/her financial obligations to the Association.
- 12.5 If the annual subscription of a member is not paid within 90 (ninety) days of due date, then such subscription shall become delinquent and the Association may institute legal proceedings against the Member for the recovery thereof and the costs of such proceedings (of an attorney/client scale) shall be added to the subscription.

- 12.6 A Member whose subscription is delinquent shall not be entitled to vote at any General Meeting or to serve as a Chairperson of the Association until such arrear subscription has been paid.
- 12.7 The annual subscription shall apply to all Erven and shall be payable in respect of each Unit Erf owned by a Member.
- 12.8 The Association is established with a donation of R2885.84 from the now defunct Golden Mile Property Owners Association.
- 12.9 The subscription for the year 2000 shall be R100.00 (one hundred Rand) for a developed and R50.00 (fifty Rand) for an undeveloped Unit Erf.

### **13. ACCOUNTS**

- 13.1 Proper books of the accounts of the administration and finances of the Association shall be kept by the Association at the Domicilium of the Association or such other place or places as decided on by the Board of Trustees.
- 13.2 The Chairperson of the Association shall cause to be laid before the Association in General Annual Meeting, books of account, balance sheets and reports of the Association.

### **14. DOMICILUM**

- 14.1 For all purposes arising out of this Constitution, including the giving of notices and serving of legal process, the Association and each Member chooses Domicilium Citandi et Executandi as follows:
  - 14.1.1 The Association at P.O. Box 259, Stompneus Bay 7382 and the address of the Chairperson of the Board of Trustees.
  - 14.1.2 Each Member of the Unit Erf registered in his/her name provided a dwelling house has been erected thereon, and in the event of such Unit Erf being vacant land, then at the address as recorded by the Local Authority for the purposes of rendering accounts for rates in respect of that Unit Erf; provided that the Association or any Member may at any time by notice change his/her Domicilium Citandi et Executandi to some other address, which new address shall be in the Republic of South Africa and may be a post office box and provided further that such change will become effective only 14 (fourteen) days after receipt of the notice in question.
- 14.2 Any notice which may be required to be given in terms of this Constitution may be given by the dispatch with such notice in writing by post, in which event, such notice shall be deemed to have been received 14 (fourteen) days after the posting thereof from any post office within the Republic of South Africa. Any notice as aforesaid may also be given by telefax transmission in which case such notice shall be deemed to have been received 7 (seven) days after transmission thereof. The telefax number of the Association may vary from year to year but shall be conveyed to all Members before 31 March of each year.

### **15. WINDING UP**

The Association may be wound up by an unanimous Resolution of all Members in General Meeting, in which event it shall be the duty of the Chairperson or a receiver of Revenue to be appointed by the Members in General Meeting, to convert the Association's asset into cash, pay all the liabilities of the Association and thereafter to distribute the rest to all the Members in accordance with the number of Erven registered in the name of each Member. If, within a period of 4 (four) months from such distribution the Chairperson or the Receiver is unable to find, locate or trace any Member, such Member's share shall then be paid to the Guardians Fund of the Master of the Supreme Court at Cape Town.

### **16. DECISION REQUIRING A UNANIMOUS RESOLUTION OF ALL THE MEMBERS**

Notwithstanding anything in this Constitution to the contrary, but subject, however, to the provisions of Clause 12 above. Any decision of the Association:

- 16.1 which would have the effect of amending and repealing any part of this Constitution,
- 16.2 which would have the effect of amending or repealing any part of the initial or subsequent rules, or:
- 16.3 which would result in material prejudice to the financial or proprietary interest of any member, shall require the unanimous Resolution of all the Members.

### **17. ARBITRATION**

In the event of a dispute between any of the Members, that dispute shall be resolved by arbitration. The arbitrator shall be an independent person agreed upon between the parties and failing agreement, nominated by the Chairperson of the Law Society of the Western Cape Province. The arbitrator shall be entitled to resolve the dispute according to what he/she regards as being just and equitable and in accordance with the spirit and the objectives of the Association and he/she shall therefore not be bound by the strict rule of law. The decision of the arbitrator shall be final and binding on both parties.

## **18. ARCHITECTURAL, AESTHETIC & BUILDING REQUIREMENTS & REGULATIONS**

### **18.1 Preamble and Definitions**

#### **18.1.1 Concept**

The aim is to establish a development with a West Coast 'feel' and which consists of a variety of aesthetically pleasing homes well suited to modern living, that reflect the architectural style of the area by adapting the features such as dark pitched roofs with parapet gables, white painted plastered walls, and simple, if any, decorations.

#### **18.1.2 Building Design Standards**

These requirements are in addition to the Regulations and the By-Laws of the Local Authority and the National Building Regulations. The Association reserves the right to make any additions or alterations to these standards that, in their opinion, are necessary to preserve the architectural style and harmony of the Development, subject to the Local Authority's approval.

#### **18.1.3 Definition**

*Local Authority:*

The Saldanha Bay Municipality or any such authority that replaces it for any reason.

*Client:*

The purchaser of a Unit Erf within the Development.

*Documentation:*

Drawings, specifications, diagrams, reports etc submitted to the Local Authority and/or the Association for approval.

*Approved Drawings:*

Documents as above after their approval, as to aesthetic requirements by the Association, or their agents and the requirements of the Local Authority.

*Agents:*

Registered architect/s that shall be appointed by the Association to scrutinize and approve documentation.

*Building:*

Any development, including site works or alterations to external finishes or colour as proposed, being erected or completed within the area of the Golden Mile Development.

*Home Owners Association:*

Association formed by the home owners of the Golden Mile known as the Golden Mile Home Owners Association.

### **18.2 Submission for Approval**

No building, walls, fences, or any other structure may be erected until the Association and the Local Authority have approved them in writing. Three sets of the documentation, signed by the owner, must be submitted.

The requirements of the documentation are:

All plans, elevations and sections are to be dimensioned and drawn to scale.

The following minimum requirements must be submitted to the Association in triplicate:

Site and all floor plans: Showing building lines, contours, datum level and floor levels, and proposed excavations, walls, swimming pool, driveway.

All elevations of all buildings, structures, walls, gates; the natural ground level; floor and building height levels; material and colour details for roofs, windows, doors, gutters, rainwater down pipes, columns, poles, awnings. Sections showing height of building and natural ground level. Proposed external finishes and colour scheme. Any other information required by the Association or its agents.

### 18.3 Scrutiny and other Fees

A fee is payable for each submission by the Owner to the Association which is defined as the plan scrutiny fee and the applicable builder's deposit, as elucidated below. The current value of the fee/deposit can be obtained from the Golden Mile Home Owners' Association's offices. The scrutiny fee as per item 18.3.1 will include for 3 submissions to the Design Review Committee. An additional scrutiny fee, to the value of one hour's professional rates as below, is payable with each subsequent amended application after the 3<sup>rd</sup> submission. The fee will be utilized as follows:

- 18.3.1 To pay the Association's agent/s to scrutinise the documentation. The fee charged by the agent/s is based on the time charged for two hours of a principal of an architectural practice, as recommended by the Institute of South African Architects. Once written approval has been given by the agent and the Association in the form of an endorsement, the client may proceed with full working drawings for submission and final approval by the Association and the Local Authority.
- 18.3.2 To correct any shortcoming in Paragraph 18.6, i.e. if any of the conditions are not met to the satisfaction of the Association, then the Association will undertake whatever is necessary to rectify the shortcomings. All reasonable actions taken by the Association, in this regard, will be at the expense of the client and no Occupation Certificate will be issued by the Local Authority unless all Conditions are met and all expenses incurred by the Association are fully refunded. Any monies not used by the Association shall be refunded to the client within 3 (three) months of the issuing of an Occupation Certificate by the Local Authority.

### 18.4 Approval

The approval or rejection of any proposed building by the Association and/or Local Authority is final and binding by agreement.

### 18.5 Power of Veto

Notwithstanding all aesthetic requirements, the Association keeps the authority to approve or disapprove any architectural plans that they may consider appropriate or inappropriate for the Development.

### 18.6 Construction

All building work once commenced, shall be completed in a short a reasonable time as possible and shall be executed in a workman-like manner, within a maximum period of one year. All material used shall be of good quality. Walls to be constructed of clay brick or cement bricks only.

The site and the surrounding land must be kept clear of rubbish at all times, to the satisfaction of the Association and/or Local Authority. Rubbish which might be blown away by the wind must be contained and all rubbish must be taken to a recognised site on a regular basis or when instructed to do so by the Association.

The primary dune, including all vegetation on the dune and open space in front of the beachfront plots, may not be disturbed under any circumstances, either during or after building operations. It is recommended that natural vegetation should be stimulated by irrigation. Paths over these dunes may not exceed one meter in width; boardwalks to specifications herein are allowed.

The boundaries of each building site are to be clearly identified. The clearing of building sites must be restricted to the site alone.

The following points must be strictly adhered to:

- All buildings, structures and walls are to be completed to plan.
- All paving, boundary walling and landscaping must be completed within the maximum building period.
- All site huts/stores must be removed at the completion of the building period.
- Adjacent kerbs, pavements (and other Erven that may be affected) are to be re-instated to their original condition.
- In addition to the above, all thatched roof must have a fire reel with fire hose fitted, as well as an external sprinkler system running along the ridge of the roof, and connected to the main water supply. The location of taps must be recorded by security personnel.
- All rubble and litter must be removed regularly and at the end of the building period.

## 18.7 Building Restrictions

### 18.7.1 Building Lines

4,5 metres from all street boundaries; 2,0 metres from side boundaries and 3,0 metres from back/sea boundaries.

Swimming pools must be positioned within the building lines.

### 18.7.2 Building Height Restriction

The Building Height limits for Sea fronting sites shall not exceed 6,5 metres measured as a mean value in all cases, of the 2 rear pegs (away from the sea, on the Golden Mile facing side). In the case of a panhandle site, the two rear pegs shall be deemed as the value of the pegs closest to the road, excluding the panhandle, with a theoretical rear peg, where the panhandle originates in line with the opposite defined rear peg, facing the Golden Mile, determining the mean value. A maximum of two floors will be permitted for sea fronting sites.

Where the boundaries of a site function from the sea facing boundary to a boundary next to on the Golden Mile, or if erven are Consolidated to achieve the above, the height restriction would be 7,5 metres, again measured from a datum level, being the value of the two street facing pegs.

The height restriction limit, will function onto the apex of the roof ridge. Parapets and chimneys may exceed this level.

Erven back from the seafront will be permitted to have a maximum height of 9 metres. In the case of these erven, a third floor may be considered by the Design Review Committee where a 3<sup>rd</sup> level can be used (preferably partially within the roof space), with the proviso that the 9 metres height restriction limit may not be exceeded.

No piers or stilts will be allowed.

### 18.7.3 Siting of Building

Owners are requested to liaise with their neighbours when planning their homes. The positioning of a building/s should not unreasonably affect the amenities of nearby properties. For example, servants quarters and entertainment areas should be sensitively positioned and neighbours' privacy respected. A new building shall take into consideration the existing adjacent buildings and shall be designed to complement them. The Association's decision in this regard will be binding on all parties concerned.

## 18.8 Accommodation Requirements

### 18.8.1 Size of House

There is a minimum requirement of 120 square metres of habitable floor area. This excludes garages, stores, etc.

### 18.8.2 Garages

Each property is to have a minimum of one garage and is to be provided with carriageway crossing and completed driveway. An additional on-site parking place is to be provided if only one garage is supplied. More than 2 garages will be permitted on the proviso that only 2 garage doors face the Golden Mile or street façades (2 double garage doors will be permitted if, for example, 4 garages are required).

### 18.8.3 Outbuildings

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

### 18.8.4 Ancillary Buildings

No pre-fabricated stores, 'Wendy Houses' or other temporary structures shall be erected, except during construction when a single site hut/store may be permitted, but must be removed on completion of the contract.

### 18.8.5 Interiors

The interior design and decoration is unrestricted.

## 18.9 Aesthetic Requirements

### 18.9.1 Plan Forms

Plan forms must be rectangular or composite rectangular forms. No round or other shapes will be permitted.

### 18.9.2 Roofs

Roofs are to be pitched between a minimum of 30 degrees and a maximum of 45 degrees. Mansard roofs are not permitted. The Association may allow at its discretion, part of the roof to be flat for use as a terrace, or as a link between pitched roof elements. These roofs shall be constructed of timber decking or re-enforced concrete, finished with a suitable waterproofing or timber slats.

Gable ends: These should be simple. No curved or decorative gables will be permitted. Gable ends must be provided on all roofs, except thatch and slate where hipped gables are acceptable.

Roof proportion: The roof height to wall height must be between 1:1 and 1:2.

18.9.2.1 Roof Materials:

Recommended are: Slate, thatch, fibre cement slates and cement tiles

Not permitted are: Steel tiles, asbestos tiles, Mediterranean-style (rounded) tiles, IBR sheeting, foam concrete and corrugated metal.

The selected roof material must be consistent on a particular property.

18.9.2.2 Thatched Roofs:

All thatched roofs must be fitted with a fireproof blanket, e.g. 'Glasstex' or alternatively treated with a fireproof coating, inside and outside, approved by the CSIR, e.g. 'Thatchsayf'.

18.9.2.3 Roof Colours:

Natural grey slate, natural thatch, charcoal or black tiles.

18.9.2.4 Alternative Roofs:

Although not part of the envisaged fabric of the Golden Mile Development, the use of Victorian pattern Chromodek finished, non-reflective roofs, can be submitted for the Trustee's consideration with a design of great aesthetic excellence and a motivation depicting an appropriate application for the Development. The power of VETO (Clause 18.5) will still apply.

18.9.3 External Walls

18.9.3.1 Walls must have clear, plain, smooth, plastered surfaces and painted or finished white with e.g. 'Marmoran' or similar approved pure white finishes with no fleck texture. No other finish is permitted.

18.9.3.2 The careful and judicious use within an aesthetically well motivated application, the use of arches may be submitted to the full and final discretion of the Design Review Committee. Because of poor plastering at the West Coast, further consideration could be given to "scratch plaster" or a light stipple plaster to hide poor and undulating plasterwork.

18.9.4 Plumbing Pipes

Prominent plumbing pipes (particularly from upper stories) must be concealed within the walls. Vent stacks should be avoided. It is suggested to use the new vent breather valve (VBV) or sim stack one metre high. Visible branches to a VBV may not exceed 300mm.

18.9.5 External Doors and Gates

Recommended shapes and proportion:

They must be of rectangular and simple design without curved or triangular fanlights or decoration surrounds such as rusticated quoins or mouldings.

18.9.5.1 Door Materials:

Doors must be timber with glass, fielded or flush panels, or vertical or diagonal planking. Steel doors are not permitted. Dark bronzed or black anodised or epoxy-coated aluminium, natural or painted hardwood or white PVC, sliding doors will be permitted. See Colour Guidelines.

18.9.5.2 Garage Doors:

Must not be wider than 4880mm and in timber, aluminium or glass fibre. The style should be of horizontal, vertical, diagonal or chevron planking pattern or panelled.

18.9.5.3 Gates:

Confidential

Gates shall either be of solid timber properly framed and braced with horizontal, vertical or diagonal planking, or galvanised painted steel of simple design. See Colour guidelines.

#### 18.9.6 Windows

Window proportions should be either square or a vertical rectangle and be of moderate size. In certain cases they may be joined together, provided the vertical emphasis is maintained. Arched or raking heads are not permitted.

##### 18.9.6.1 Window Frame Materials:

Timber is recommended. Black or dark bronze anodised or epoxy-coated aluminium or PVC may be used. Steel frames are not permitted. See Colour Guidelines.

##### 18.9.6.2 Glass:

The use of reflective glass or reflective film is prohibited.

##### 18.9.6.3 Shutters:

External shutters must be able to cover the entire window when closed. Shutters smaller than the size of the windows will not be accepted.

##### 18.9.6.4 Burglar Bars:

Bars should be of simple rectangular form. If possible they should line up with the window mullions.

#### 18.9.7 Colour Guidelines

For doors, gates, windows, fascia, barge boards, balustrades, stoep poles, exposed timber etc., the recommended finishes are sealed natural or dark stained timber or painted white, black, dark green or dark blue. Garish colours will not be permitted. The colour must be approved

#### 18.9.8 Chimneys

Chimneys are important traditional elements and must be plastered masonry. If possible they should form part of a gable end. All chimneys of open fires and braais are to be fitted with stainless steel gauze spark retarders to the approval of the Association. Chimneys of thatched houses must be higher than the ridge of the roof.

#### 18.9.9 Yards and Screening Walls

All yard walls (kitchen, drying, courtyard) should be plain plastered brick with a simple coping painted white. They must be high enough, to a maximum of 1,8 metres, to provide the necessary screening. All yards must be indicated on the building plan.

All toilet or bathroom doors in an external wall must have a screening wall and all dustbins, washing lines, gas bottles, caravan and storage areas must not be visible from the roads, the beach or other stands.

Chimneys of outdoor braais, combined or incorporated with screening walls (to a maximum of 1,8 metres) must be within the building lines. Should a relaxation of a building line be considered, only one building line can be relaxed with the necessary consent of the Home Owners Association and adjacent owner's consent. For example, in the case of a relaxation of the rear building line, to allow for a screening wall with an outdoor braai chimney, the 2,0 metre lateral building line must be adhered to.

#### 18.9.10 Fencing and Flower Boxes

Only plain smooth plastered walls are acceptable, preferably with traditional coping. Timber, pole or ranch type fencing, asbestos cement, facebrick, pre-cast concrete and fancy designed fences are not permitted. In order to enhance the feeling of space, all walls and gates within 4,5 metres of the street, within 3,0 metres of the sea and parkland, boundaries (but not boundaries adjacent to access paths to the beach) must not exceed 1,2 metres in height. Elsewhere the maximum height is 1,8 metres. All heights of walls are measured above natural ground level at regular intervals (i.e. every 2,5 metres) along the wall. All walls and gates must be shown on the building plans.

#### 18.9.11 Post Boxes

No freestanding post boxes are permitted.

#### 18.9.12 Balconies and Terraces

Balconies and terraces should have clean lines with plain railings, simple decorative balustrades or the traditional pattern pillars and coping wall. Heavy brick or concrete support columns should be avoided.

18.9.13 Shade Provision

Traditional style verandahs or pergolas will only be allowed within building lines. Canopies and awnings are acceptable if in fabric with a maximum of two colours approved by the Association. Aluminium awnings will not be permitted. Shade netting where visible will not be allowed. Pergolas should be planed timber, natural or painted or treated round poles. Columns/piers may also be plastered masonry, painted white. For all the above, the colour must be approved.

18.9.14 Aerials and Solar Panels

Television and radio aerials must be unobtrusive, preferably in the roof space. No masts, antennae, overhead wires or similar appendages may be visible from the neighbouring Erven or public spaces, except one TV antenna per Unit Erf.

Solar heating panels should be flush with the roof and inconspicuous. Pipes must be concealed.

18.9.15 Signs

Street numbers should be of a simple design, preferably black on white or white on black, or brass on white or black or natural timber. Minimum height of numbers should be 100 mm. The display of house names will not be permitted.

Architects and contractors boards may only be displayed during the construction period.

18.9.16 Sculptures

All sculptures visible from public areas or neighbouring properties are subject to the same approval as the building.

18.9.17 Unacceptable Designs

The following designs are not acceptable: Mediterranean, Swiss log cabins, 'A' frame, modern spec and timber planked or framed.

18.10 **Boardwalks**

All boardwalks are to be approved by the Association and the Local Authority. The necessary documentation must be submitted. Boardwalks must comply with the following specifications:

Material: Good quality treated timber poles, beams and planks.

Width : 1200mm planks, 155mm wide x 55mm thick.

Height: The boardwalk must be between 300mm and 400mm above natural ground level.

Poles: These should be 100mm to 125mm thick and placed 1000mm apart across the width and 200mm apart along the length. The poles must be planted with minimum disturbance to the dune vegetation.

Beams: 2200mm support beams, 155mm wide x 55mm thick.

Screws: Bolts and nails, must be either galvanised or stainless steel.

The Local Authority supports the proposed Golden Mile Home Owners Association's Constitution subject to the amendments, as stipulated above.

- 18.11 All buildings, walls or structures erected on any Unit Erf shall conform strictly with the Rules, Regulations and By-Laws as laid down by the Local Authority in respect of this development and nothing contained herein shall derogate from the liability of the owner of any Unit Erf to pay the Municipal rates in respect of the property as well as all service charges, to the Local Authority. All Members of the Association shall conform to all Municipal Statutes and By-Laws, irrespective of the contents of this Constitution.

**19. ENVIRONMENTAL ASPECTS**

19.1 **Preamble**

The Development falls within the sensitive West Coast eco-system. The Members of the Association set out the following vision for their part of the Coast:

19.1.1 To celebrate the diversity, beauty and richness of Britannia Bay.

19.1.2 To strive for sustainable coastal development, involving a balance between development and ecological integrity.

- 19.1.3 To assume shared responsibility for maintaining the health, diversity and productivity of their own coastal eco-system.
- 19.1.4 To realise that the coast must be treated as an individual system and recognise the relationship between the user and the eco-system.

## 19.2 **Legal Aspects**

The legal aspect/s for coastal management is provided by the Constitution Act (198 of 1996), the National Environmental Act (107 of 1998), the Seashore Act (21 of 1935), the Environment Conservation Act (73 of 1989), as well as other National and Provincial Legislation and Regulations relevant to the coast. The Constitution Act takes precedence and states that a clean and healthy environment is a basic human right and must be protected for the benefit of present and future generations.

## 19.3 **Admiralty Reserve**

- 19.3.1 The reserve is a national asset and it is the responsibility of the state to retain and effectively manage, re-instate and endeavour to extend the Admiralty Reserve. This Reserve is a public heritage and is inalienable.
- 19.3.2 It is clear from current legislation that coastal management is a shared responsibility, also of the Association. All Members of the Association are thus held responsible for the consequences of their actions, including financial responsibility for negative impacts.
- 19.3.3 All Members of the Association shall thus act with due care to avoid impacts on the coastal environment of Britannia Bay and all Members must therefore accept co-responsibility for this part of the coast.  
No motor vehicle is allowed in the area between the low and high water levels of Britannia Bay. This provision does not include permit holders.
- 19.3.4 No boat or jet ski is allowed within the wave zone or within 50 metres of the water line of Britannia Bay

The applicant be shown on his/her right to appeal in terms of Article 44(1) of the Land Use Planning Ordinance, No. 15 of 1985.