

Collaborator No.: 3936121
Reference / Verwysing: Erf 535, George
Date / Datum: 2 April 2026
Enquiries / Navrae: Andrea Griessel

Email: planning@delplan.co.za

DELAREY VILJOEN CC
P O Box 9956
GEORGE
6530

**APPLICATION FOR APPROVAL OF SITE DEVELOPMENT PLAN AND PERMANENT DEPARTURE:
ERF 535, GEORGE**

Your application in the above regard refers.

The Senior Manager: Town Planning (Authorised Official) has, under delegated authority, 4.17.3.13 of 24 April 2025 decided that the following applications applicable to a portion of Erf 535, George:

1. Permanent Departure in terms of Section 15(2)(b) of the Land Use Planning By-Law for George Municipality, 2023 of the eastern street building line from 3m to 2.1m for a section of the scullery applicable to unregistered Erf 30687, George

BE APPROVED in terms of Section 60 of the said By-law for the following reasons:

REASONS:

- i. The proposed departure is considered to be minor and will not have an adverse impact on the surrounding residential character or the streetscape.
- ii. There will be no negative impact on surrounding neighbours' rights or amenity in terms of views, privacy or overshadowing.
- iii. No negative comments or objections were received.

Subject to the following conditions imposed in terms of Section 66 of said Bylaw, namely:

CONDITIONS:

- a) That in terms of the Land Use Planning By-law for the George Municipality 2023, the approval shall lapse if not implemented within a period of two (2) years from the date it comes into operation.
- b) This approval shall be taken to cover only the Departure as applied for and as indicated on the site development plan, Plan no. 2025/28, dated 14.04.2025 drawn by R&R Designs attached as "**Annexure C**" which bears Council's stamp and shall not be construed as to depart from any other Council requirements or legal provision.

- c) The above approval will be considered as implemented on the issuing of the occupation certificate in accordance with the approved building plans.
2. Permission in terms of Section 15(2)(l) of the Land Use Planning By-Law for George Municipality, 2023 for the approval of the Mount Hermon Constitution, *attached as Annexure A*, Architectural Guidelines, *attached as Annexure B*, and Site Development and Landscape Plan, as per conditions 7, 8 and 9 of the approval letter dated 24 October 2025, on a portion of Erf 535, George (*to be known as Erf 30440, George*), Plan no. 2025/28 dated 14.04.2025 (*4x plans*) drawn by R&R Designs attached as *Annexure C*,

BE APPROVED in terms of Section 60 of the said By-law for the following reasons:

REASONS FOR DECISION:

- a) The proposed development is in line with the Land Use Planning By-law, 2023 and George Integrated Zoning Scheme By-Law, 2023.
- b) The proposed SDP meets the requirements of Section 65 of the Land Use Planning Bylaw for George Municipality, 2023.

Notes:

1. *Building plan to be submitted in terms of section 4 of the National Building Regulations and Building Standards Act, 103 of 1977, for the development.*
2. *Development to comply with George Waste Management By- Law and Refuse Schedule.*
3. *Drainage/stormwater management to be indicated on all respective building plans submitted.*
4. *The landscaping plan is supported. However, the tree species for new trees must be diversified with species recommended for the George area. Attached is a list drawn up by the George tree committee that the developer can consider.*

You have the right to appeal to the Appeal Authority against the decision of the Authorised Employee in terms of Section 79(2) of the Land Use Planning By-Law for George Municipality, 2023.

A detailed motivated appeal with reasons should be directed to the Appeal Authority and received by the Director: Planning and Development, P O Box 19, George, 6530 or Directorate: Planning and Development, 46 Market Street (Old York Hostel Building), George **on or before 24 APRIL 2026**, and simultaneously submit a copy of the appeal on any person who commented, made representations or objected to the application in the above regard. Please also note that the appeal must be e-mailed to the administrative officer mentioned above.

An appeal that is not lodged within the applicable period mentioned above or that does not comply with Section 79 of the Land Use Planning By-Law for George Municipality, 2023, will be deemed invalid in terms of Section 80 of said By-Law.

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

Please also note that in terms of Section 80(14) of the Land Use Planning By-Law for George Municipality, 2023, the above decision is suspended until such time as the period for lodging an/appeal(s) has lapsed, any appeal(s) has been finalised and you have been advised accordingly.

Yours faithfully



C PETERSEN
SENIOR MANAGER: TOWN PLANNING

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**ARCHITECTURAL DESIGN
GUIDELINES
FOR**

ERVEN 30682 – 30687

**DENNEOORD
GEORGE**

MUNISIPALITEIT GEORGE MUNICIPALITY
Approved in terms of Section 60 of the George
Municipality: Land Use Planning By-Law (2023) subject
to the conditions contained in the covering letter.

2/4/2026
DATE
DATUM

[Signature]
SENIOR MANAGER: TOWN PLANNING
SENIOR BESTUURDER: STADSBEPLANNING



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SENIOR BESTUURDER: STADSBEPLANNING

MOUNT HERMON ARCHITECTURAL DESIGN MANUAL

The object of these architectural design parameters is to achieve a cohesive design within this development, and at the same time ensure that the architecture is sympathetic to the area by adapting design features common to the development. In this development all houses will be built by PDT Development (pty) LTD and sold by means of finished houses or plot and plan and this guideline is the assure resemblance for additions and or alterations to the properties already developed by PDT Development (pty) LTD with the same standards and finishes of houses already built and specified in this guideline. In conjunction with this guideline will be the Building Conduct Rules which will be monitored and managed to comply with the HOA during the construction period which will be established and power of the HOA will fall to PDT Development PTY LTD until such HOA are established.

1.All additions and alterations fall under the rules and regulations described herein.

1.1 Building Standards

The following requirements are in addition to the regulations and by laws of the Local Authority and the National Building Regulations which must at all times be complied with.

The developer reserves the right to amend these standards as may be necessary to preserve the architectural style and harmony of the development.

1.2 Architects & Architectural Designers

To maintain the desired standards, all additions and alterations must be designed by a registered architect or by a Qualified designer who is registered with the South African Council for the Architectural Profession

1.3 Plan Approval Procedure

All additions and alterations to be build as per approved plans by George Municipality and the guideline set herein. One set of sketched plans or working drawings must be submitted to the HOA by emailing in PDF format. The drawing must be to scale and dimensioned and must include the site plan, plans of all levels, elevations and sections.

Building lines, datums, floor levels, height, natural ground levels and excavations must be shown together with Colours and materials for walls, roofs, windows, doors, gutters, fascia and paved areas for all the buildings on the stand.

On final Plan approval by council, a full set of plans must be delivered to the HOA per email for reference during the building process.

Plans will not be approved by the HOA unless all amounts owed by the home owner to the HOA is paid in full.

A Completion Certificate will not be issued unless the homeowner has paid all the amounts owed the HOA.



In the event that a home owner fails for any reason whatsoever to complete the construction of an addition, alteration or any other improvement to the standard as required by the building guidelines, then and in such an event the HOA shall have the right to make such completions as deemed necessary and recover the costs in such a completion including construction costs legal costs and debt recovery costs from the home owner concerned.

1.4 Building Fee

A R1500 fee is payable to the HOA agent for each submission to scrutinize the documentation. This fee is based on the time charge for 1 hour by the Principal of an Architectural Practice as recommended by the SACAP (South African Council for the Architectural Profession), and must accompany the submission.

A Building deposit of **R 5000.00** must be submitted to the HOA before building commence which will be refunded after completion provided that:

1. All rubble has been removed and there is no damage to common property.
2. The building is completed, is in compliance with the approved plans, and the HOA has issued a completion certificate. (See section 6)

1.5 Power of Veto

Notwithstanding any aesthetic requirements, the HOA retains the right to approve or disapprove any plans that they may consider appropriate or inappropriate for this development. The approval or rejection of any proposed building by the HOA is final and binding by agreement.

1.6 Construction

Construction once commenced must be completed within 3 months. If the construction is not completed within 3 months the HOA shall be entitled to levy a fine up to **R 1000.00 p/month** unless prior arrangements were made in writing and approved by the HOA.

Should construction not be completed after 12 months the HOA shall be entitled to take such steps as it may be deemed necessary in the circumstances to enforce completion.

If a home owner addition or alteration does not comply with the approved plans of the council then he or she will be informed to make the necessary corrections or alterations in order to comply with the approved plans.

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Failure to comply within a 60-day period the HOA shall be entitled to levy a fine up to a R 1000.00 per month until the completion certificate is issued.

The site and surroundings must be kept clear of rubbish at all times and any materials which may be displaced by the wind must be covered while contractors are not on site. Working hours for contractors are between 06h00 and 18h00 on weekdays and from 06h00 and 13h00 on Saturdays.

No work is to be done on Sundays or Public Holidays or during the builder's year-end holiday break without the written permission of the HOA.

All buildings, structures and walls are to be built strictly in accordance with the approved plans, and will be inspected periodically for compliance. All site huts, stores and rubble are to be removed; Curbs, pavements (and any surrounding stands if affected) are to be reinstated to their former condition at the completion of the contract. If any of the above conditions are not met the HOA reserves the right to perform any rectification at the client's expense.

2. Building Parameters

2.1 Building Lines

Building lines are at 1.5 meter to surrounding neighbours outside the development and at 3 meters at street front of the development, a setback of 5 meters from the curb for garage door facing the internal street must be met. Building lines between properties inside the development falls at the discretion of the HOA as it is at 0 meters.

In the event of any intention to encroach on the perimeter building line, the standard building line relaxation process in terms of the Land use Planning By Law for the George Municipality will apply.

2.2 Height Restrictions

Height restrictions of the pitched roofs will be set at 8.5 meters and 6.5 meters to wall plate. Height restriction for flat roof garages will be set at 4 meters and carports should not exceed the height of 4 meters. All Height restrictions to be measured from natural ground level.

2.3 Neighbouring Compliance

In order not to unreasonably affect your neighbours' owners are requested to liaise with their neighbours when planning an alteration or addition to preserve privacy.

2.4 Outbuildings


Outbuildings must be designed in the same style and finishes as the main house.

2.5 Ancillary Buildings

No prefabricated garages, stores or Wendy house is permitted except during construction for any alterations or additions.

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3. Aesthetic Requirements

3.1 Plan Forms

Plan forms must be primarily rectangular or composite rectangular, no round or other shapes will be permitted. All alterations or additions must comply with the design or finishing of the development.

3.2 Roofs

Roofs are to be pitched between 20 and 25 degrees. Flat roofs to be 3-degree pitch.

Roof materials: Cement roof tiles (Brown) Klip-Lok Roof sheets for flat roofs.

All overhangs to be same style and width as the main house and all carports same as the garage.

All eaves and fascia boards to be painted the same as the house colour.

3.3 Exterior Walls

All external walls should be face brick (Qunu Dark Travertine Bricks) and approved by the HOA.

All walls should be constructed in Clay bricks. All other bricks and styles will not be permitted unless otherwise approved by the HOA.

3.4 Yards

All Yard walls, braai's, Court Yards should be face brick (Qunu Dark Travertine Bricks)

Maximum height permitted is 1.8 meters for yard walls and must be indicated on building plans and approved by the HOA and George Municipality.

Dustbins, washing lines, gas bottles and storage areas must not be visible from the road or parking areas.

3.5 Fencing

All fencing must be of the same look and standard as the existing walls and to be approved by the HOA.

3.6 Aerials, Solar Panels and Airconditioning Units

One TV antenna is permitted per erf, and it must be fitted as unobtrusively as possible, preferably in the roof space. Solar heating panels must be fitted flush against the roof surface and the pipes and geyser must be concealed. Aircon units must be concealed in dry yards area or behind screen walls and not be visible.

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3.7 Signs

Street numbers must be the same on all properties.

3.8 Sculptures

If visible from the street or public areas these will have to be approved by the HOA and the appointed architect.

3.9 Windows and Doors

Windows and outside doors should match the design and colour of the main structure for any additions (grey matt stone)

3.10 Paving

Paving should match the development colour and style.

3.11 Gutters

For any additions gutter should match the main house style and colour. (Grey Aluminium)

4. MAINTENANCE

All properties are to be maintained and in keeping with the quality of a private Group Housing. This includes:

The neatness of the garden area. Weeds and litter show lack of care and will not be tolerated. The Paintwork of the house must be neat and clean. No broken items on the building must be visible and should be repaired, such as broken or loose drainpipes, gutters eaves, rooftiles windows etc.

A written request from the HOA will be delivered to the home owner to rectify any of the above issues. If not rectified, a second request will follow. If still no satisfactory outcome is received from the home owner, the HOA shall be entitled to levy a fine of R500.00 (Five Hundred Rand) and in addition, the HOA will be entitled to affect the necessary repairs and/or maintenance and to recover such costs from the home owner.

5.1 Local Authority

The George Municipality.

5.2 Developer

PDT Development (pty) LTD represented by Paul du Toit

5.3 Client

The purchaser of a house

5.4 Approved Drawings

The Drawings after approval by the HOA and the Local Authority and suitably endorsed as such.



5.5 Agents

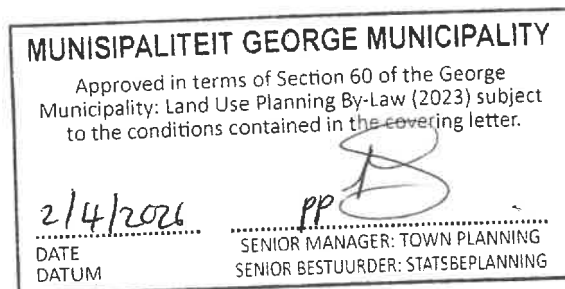
Registered Architectural Designers that are appointed by the HOA to scrutinize and approve drawings.

5.6 Building

Any development including site works or alterations to external colours or finishes being erected or completed within the development.

5.7 Home Owners Association

The Association which will be formed by the property owners within the development. (PDT Development (pty) LTD will act as the HOA until such HOA are established).






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 SENIOR MANAGER: TOWN PLANNING
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MOUNT HERMON GROUP HOUSING BUILDING PROCEDURE FORM (SECTION 6)

A. Submission of Plans:

1. Pay Architects scrutiny fee.
2. Make sure your levy account is paid up to date.
3. Scrutiny of plans only after deposits, fees and levies have been paid.
4. Once the plans are approved by the HOA a building deposit of R5 000 is to be paid.
5. Submission of the HOA approved plans to Council for Municipal Approval.
6. Supply 3 hard copies of approved plans to appointed HOA member before commencement of building.

B. Access to building site will only be allowed once the following is complete and failure to comply will result in the Home Owner forfeiting their building deposit:

1. Approved plans have been handed in at HOA Office;
2. Written notice has been given to the HOA of when building will commence;
3. The Site toilet is installed; and
4. Provision is made for the supply of water to be used on the building site as required from time to time.

C. Process once building plans has been completed and transgressions:

1. The HOA Architect will be invited to do a final site inspection to compare the completed structure with the approved plans.
2. The Surveyor appointed by the Home Owner must issue a height certificate to be handed to the HOA if more than 1 level.
3. The HOA Architect will only issue a Completion Certificate if construction is in accordance with the Guidelines and Approved plans, which certificate is to be handed in to the Council by the Home Owner when applying for an Occupation Certificate.
4. A copy of the Council Occupation Certificate is to be handed in to the Office within 5 working days of issue.
5. Only once the above has been complied with, will the Home Owner be legally entitled to take occupation of his dwelling.
6. Any alterations to the plans need to be approved by the HOA Architect and Council before such alterations are undertaken.
7. If any part of the construction or any alterations are made which do not comply with the Guidelines, then these corrections need to be made before a Completion Certificate will be issued and thus occupation will not be permitted.
8. If a Home Owner takes occupation of his house before a Completion Certificate is issued by the HOA Architect, he shall forfeit his building deposit in favour of the HOA and in addition will be levied a fine of R200 per day for every day that the house is occupied without a Completion Certificate.
9. All outstanding levies, penalties and fines must be settled before a Completion Certificate is issued and the building deposit reimbursed. The HOA shall be entitled in their sole and absolute discretion, where the building deposit has not been forfeited, to deduct all outstanding amounts due by the Home Owner from the building deposit before reimbursing the balance thereof to him.

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2/4/2026.

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CONSTITUTION

**DENNEOORD
GEORGE**

MUNICIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.

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CONSTITUTION**

MOUNT HERMON HOMEOWNERS ASSOCIATION

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MUNICIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.

THE CONSTITUTION OF MOUNT HERMON

HOMEOWNERS ASSOCIATION

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SENIOR MANAGER: TOWN PLANNING
SENIOR BESTUURDER: STADSBEPLANNING

1 THE ASSOCIATION'S NAME

The name of the **Association** is Mount Hermon Homeowners Association.

2 LEGAL STATUS AND ESTABLISHMENT OF THE ASSOCIATION

2.1. The **Association** is incorporated in terms of section 29 of the **Bylaw** since it is a requirement under the **Approval Conditions**.

2.2. The **Association** shall come into existence and be constituted on the date on which the first **Erf** is transferred by the **Developer** to another **Person** in the Deeds Office.

2.3. The **Association** is a juristic **Person** that –

2.3.1. has legal personality, independent of its **members** and irrespective of any changes in its membership.

2.3.2. has perpetual existence.

2.3.3. has the right to acquire, encumber, hold, lease, alienate, cede, pledge and mortgage movable and immovable property.

2.3.4. may sue or be sued in its own name.

2.3.5. may conclude agreements in own name and right with any **Person**, including the **Municipality** in respect of service agreements.

2.3.6. shall generally have all the legal powers and capacity of a natural **Person**, except to the extent that a juristic **Person** is incapable of exercising such power or having any such capacity.

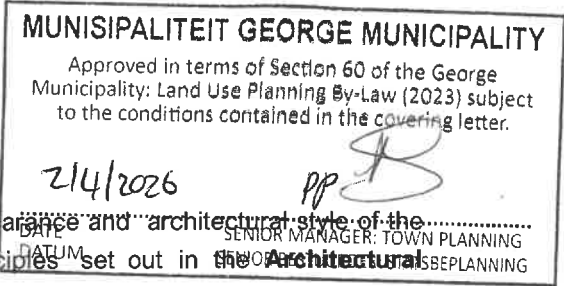
2.3.7. has no profit motive and is established to administer the **Common Property** for the benefit of its **Members**.

2.4. No **Member** shall, in her personal capacity, have any right, title or interest in any property of the **Association**, including but not limited to its funds, the **Common Property**, or any other assets. All property shall vest in the **Association** and be controlled by the **Trustees** in their official capacity, subject to the terms of this **Constitution**.

3 OBJECTIVES OF THE ASSOCIATION

3.1. The **Association's objectives** are –

3.1.1. to manage and maintain the distinctive character of the **Estate** in such a way that the **Members** get the greatest joint benefit from it;



- 3.1.2. to manage and maintain the aesthetic appearance and architectural style of the Estate in accordance with the design principles set out in the Architectural Guidelines, to foster and maintain a harmonious Estate;
- 3.1.3. to manage, determine, and enforce the Architectural Guidelines, subject thereto that the Association shall not be responsible for any quality control, safety and related actions, which shall be and remain the duty of the Owner;
- 3.1.4. to maintain, upgrade, replace, and control the Common Property as and when necessary;
- 3.1.5. to procure and manage Services for the Estate;
- 3.1.6. to control access to and egress from the Estate;
- 3.1.7. the promotion, advancement and protection of the communal and group interests of the Members generally, regarding the Estate;
- 3.1.8. to manage and regulate the manner in which Owners and persons for whose conduct they are responsible (including Visitors) use the Common Property, and generally behave in the Estate, and for purposes thereof to enforce penalties for contraventions;
- 3.1.9. to ensure compliance by all Members with the Approval Conditions in so far as those conditions impose a duty on the Association or in so far as the Association regards it necessary or expedient for the collective mutual interests of the Members;
- 3.1.10. to manage and enforce due compliance with the Conduct Rules by the Members;
- 3.1.11. to generally manage the Estate.

4 THE DEVELOPMENT PERIOD AND THE RIGHTS AND POWERS OF THE DEVELOPER

- 4.1. During the Development Period, the provisions of this Constitution will only apply to the Developer as specifically provided for in this Constitution. The Developer will not be regarded as a Member unless this Constitution specifically classifies the Developer as a Member for that specific clause.
- 4.2. The Developer's rights and obligations under this Constitution shall cease when the Development Period has concluded.
- 4.3. The Developer, and thereafter the Association, shall, in order to give effect to the provisions of this Constitution, be entitled to register any of the provisions of this Constitution as conditions of title against the title deeds of Erven in such terms as may be advised by conveyancers nominated by the Developer or the Association. The Association may, in particular, register the following wording (or such similar wording) for these purposes –

"The transferee and its successors-in-title shall be a member of
The Mount Hermon Homeowners Association established in terms of Land

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Use Planning By-law for the George Municipality, 2023 (or any successor of such bylaw), subject to the Association's Constitution. The transferee or its successors-in-title shall become a member of such Association upon transfer of the property to the transferee. The transferee may not alienate the property without first having obtained the written consent of the Association."

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- 4.4. The condition referred to in clause 4.3 above shall be applicable *ad infinitum* on every Erf and may only be varied or cancelled with the written consent of the **Association**, approved by **Special Resolution** of the **Members**.
- 4.5. After the **Development Period**, the **Association** shall—
 - 4.5.1. be responsible and liable to ensure compliance with the implementation and enforcement of the **Approval Conditions** and any agreement between the **Developer** and the **Municipality** in respect of **Internal Municipal Services** to the **Estate**.
 - 4.5.2. indemnify and hold the **Developer** harmless against all liability and/or responsibility imposed on the **Developer** by the **Municipality**, which arises from the **Approval Conditions** or any service agreement.

5 POWERS

- 5.1. Subject to the decisions and directions of the **Members** adopted and given at a general meeting, the **Association** is obliged to manage the affairs and do all things and perform all acts required and necessary to give effect to all the provisions of this **Constitution**. The **Association** shall therefore have all such powers, to do all things and perform all such acts as are required and necessary to give effect to all the provisions and stipulations of this **Constitution** and to achieve the **Association's** objectives. In addition to the powers listed in clause 2.3 above, and without limiting the generality of this clause 5.1, the **Association** is empowered to —
 - 5.1.1. set applicable standards, designs and styles for all houses and other buildings in the **Estate**, and to enforce, amend, and determine the **Architectural Guidelines**, this **Constitution**, and the **Conduct Rules** as provided for in this **Constitution**;
 - 5.1.2. determine and impose a general and/or (one or more) special **Levy** to meet all expenses and obligations of the **Association**;
 - 5.1.3. determine and impose fines on **Members** who are in breach of any provision of this **Constitution**;
 - 5.1.4. to open and operate a bank account and investment accounts (as may be deemed necessary);
 - 5.1.5. employ the services of independent contractors, agents, employees, and service providers and the termination of their services (including the right to determine terms and conditions of such employment).

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6 MEMBERSHIP

- 6.1. The **Members** of the **Association** are the owners of **Erven** (and their successors in title) and membership of the **Association** shall be compulsory for every owner of an **Erf**.
- 6.2. Each **Member** acknowledges that he receives full title ownership of an **Erf**. Accordingly, (subject to this **Constitution**) each **Member** holds all rights and obligations attaching to ownership of his **Erf**, and shall be solely liable and responsible for the maintenance, repair, and upkeep of all improvements and infrastructure located thereon, as well as for all costs, risks, and duties ordinarily associated with full title property ownership.
- 6.3. Where an **Erf** is owned by more than one **Person**, all such owners shall together have the rights and obligations of one **Member**.
- 6.4. Membership of the **Association** shall –
 - 6.4.1. commence simultaneously with the registration of transfer of an **Erf** into the name of the transferee; and
 - 6.4.2. terminate when an **Erf** is transferred in the Deeds Office by a **Member** to another **Person**, whereupon the erstwhile **Member** shall *ipso facto* cease to be a **Member**.
- 6.5. A **Member** cannot resign as a **Member** of the **Association**.
- 6.6. The rights and obligations of **Members** are not transferable.
- 6.7. The **Association** shall maintain a membership register.
- 6.8. In the event of any breach of the provisions of this **Constitution** by a **Member** or of any **Person** in the **Member's Household, Visitors**, or tenants, such breach shall be deemed to have been committed by the **Member** himself, and the **Trustees** may take or cause to be taken such steps against the **Member**.
- 6.9. No **Member** whose membership of the **Association** ceases, for any reason, shall have any claim upon or interest in the funds or property of the **Association** (or have a claim in respect of any **Levies** paid to the **Association**), nor shall any such **Member's** executors, curators, trustees or liquidators have any such claim, but this clause 6.9 shall be without prejudice to the rights of the **Association** to claim from such **Member** or the estate of such **Member** any **Levies** that are in arrears or other sums due by such **Member** to the **Association** at the time of such **Person** so ceasing to be a **Member**.


7 GENERAL OBLIGATIONS OF MEMBERS

- 7.1. **Members** shall be bound by and must comply with the provisions of this **Constitution** and all decisions of this **Association**.
- 7.2. **Members** shall be jointly liable for expenditure incurred by the **Association** in connection with the **Estate**.
- 7.3. In the event of a **Member** consisting of more than one **Person**, they shall be jointly and

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severally liable *in solidum* for all their obligations in terms of and arising from this Constitution.

- 7.4. Each **Member** shall, to the best of his ability, promote the objectives and interests of the **Association**.
- 7.5. **Members** shall be individually liable to pay the **Levies** imposed by the **Association** from time to time.
- 7.6. Each **Member**, including each **Person** in a **Member's Household**, **Visitors**, or tenants, shall be obligated to provide the **Trustees** with their contact details, including their home addresses, email addresses and home and mobile telephone numbers, and the onus rests with **Members** to ensure that updated information is conveyed to the **Association**.
- 7.7. **Members** shall always provide access to their **Erven** to the employees, contractors, or agents of the **Municipality** for the purpose of maintenance of municipal services, emergency services, inspection, reading of municipal meters, refuse removal, and the repair and replacement of municipal infrastructure.

8 MUNICIPAL AND OTHER SERVICES

- 8.1. During the **Development Period**, the **Developer** shall be liable for the construction, maintenance, and delivery of **Internal Municipal Services**. After the **Development Period**, the **Association** shall be liable for the **Internal Municipal Services**.
- 8.2. The **Developer** will provide the necessary connections for relevant **Internal Municipal Services** and other municipal services up to the boundary of each **Erf**.
- 8.3. Each **Member** must conclude the necessary agreements with the **Municipality** to procure the delivery of municipal services to an **Erf**. The **Association** shall not be responsible or liable for enabling, facilitating, or procuring the delivery of municipal services to an **Erf**.
- 8.4. Each **Member** shall be liable for the costs arising from or associated with the delivery of municipal services to his **Erf**, including the costs of any metering device and installation thereof, as well as the maintenance and replacement of any such device.
- 8.5. During the **Development Period**, the **Developer**, and thereafter the **Association**, shall be entitled to convey water, electricity, sewerage, telecommunication, security communication, and any other service infrastructure across any **Erf** and/or the **Common Property**, irrespective of ownership. They shall further be entitled to reasonable access to such premises for the installation, replacement, and repair of such infrastructure.
- 8.6. The **Members** will allow reasonable access and provide their co-operation to employees, agents, contractors, or representatives of the **Developer**, the **Association**, and any third party for the purpose of installing, removing, maintaining, or replacing such infrastructure.
- 8.7. The **Developer** during the **Development Period** and thereafter the **Association** shall have the right to register servitudes for the conveyance of electricity, water, sewerage, telephone lines, information technology, security systems and any other type of services, **Internal**

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Municipal Services, and/or servitudes of encroachment or servitudes in respect of any common walls, infrastructure, or structural support or any other servitudes in respect of any other type of use. Each **Member** accepts and shall be bound by and consent to the registration of the servitudes referred to in this clause 8.7.

9 ALIENATION, SUB-DIVISION, CONSENT USES OR REZONING OF AN ERF

9.1. No **Member** shall be entitled to, in any manner, to **Alienate** his **Erf** (or any part thereof) unless it is a condition of such alienation or subdivision that –

- 9.1.1. the transferee shall become a **Member** of the **Association**;
- 9.1.2. the registration of transfer of the **Erf** into the name of the transferee shall *ipso facto* join the transferee as a **Member** of the **Association**;
- 9.1.3. the **Member** first obtains the written consent of the **Association**, which consent shall be given provided that –
 - 9.1.3.1. the transferee of such **Erf** agreed in writing to be bound by the provisions of this **Constitution**;
 - 9.1.3.2. such **Member** has paid all **Levies** and other amounts owing by such **Member** to the **Association** as at the date of transfer of the **Erf**;
 - 9.1.3.3. such **Member** has otherwise complied with all his obligations in terms of the **Constitution**,

which provisions shall apply *mutatis mutandis* in the case of an alienation involving a disposal of any shares in a company, the members' interest in a close corporation or the replacement of the trustees and beneficiaries of a trust if the **Erf** is registered in the name of a company, close corporation or trust, as the case may be.

9.2. No **Member** shall be entitled to have his **Erf** transferred to a third party unless the **Association** shall have issued a **Levy** clearance certificate to the **Member** as more fully referred to in clause 9.3 below.

9.3. A **Levy** clearance certificate shall not be issued unless all amounts owing by the **Member** to the **Association** in respect of the **Erf** have been settled in full up to the last day of the month during which registration of transfer of the **Erf** is expected.

9.4. The **Association** need not hand over the clearance certificate until the **Member** has –

- 9.4.1. informed the **Trustees** of the name, email address and telephone number of the transferee; and
- 9.4.2. the relevant transferee has provided the **Trustees** with such other information as they may require.

9.5. No **Member** may sub-divide or apply to sub-divide his **Erf** without the prior written approval of the **Association**, granted by **Special Resolution**.

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- 9.6. No **Member** may apply for, or permit, any consent, use or departure in respect of an **Erf** without the prior written approval of the **Association**, granted by **Special Resolution**.
- 9.7. No **Member** may apply for, or permit, any rezoning of an **Erf** without the prior written approval of the **Association**, granted by **Special Resolution**.
- 9.8. Procedure on cessation of the **Association** - If the **Association** is wound up, dissolved, or it ceases to function to the extent that it is no longer able to substantially carry out its primary objectives or core activities, then a **Member** shall only be entitled to transfer his **Erf** if all other **Members** have given their written consent to such transfer.

10 TRUSTEES COMMITTEE

- 10.1. During the **Development Period**, the **Developer** will be entitled to appoint 1 (one) person to act as a trustee. The **Developer's** trustee will also assume the role of chairperson of the trustee committee.
- 10.2. On the establishment of the **Association**, the first trustee will be appointed by the **Developer**.
- 10.3. Composition of the trustee committee
 - 10.3.1. During the **Development Period**, the trustees' committee shall consist of the trustee appointed by the **Developer**, and as **Erven** are sold by the **Developer** to third **Person**, such third Persons shall join as the initial trustees, provided that the committee shall not exceed seven (7) trustees in total.
 - 10.3.2. After the **Development Period**, the Trustees shall comprise no more than 6 (six) and not less than 3 (three) persons who shall be elected by the **Members** at an annual general meeting of the **Members**.
- 10.4. A trustee shall be a natural **Person** who shall either be an owner of an **Erf**, or a director, shareholder, member, or trustee of a juristic entity which is the owner of an **Erf**. The **Developer** may appoint any **Person**, within its sole discretion, as a trustee.
- 10.5. During the **Development Period**, the **Developer** may substitute its trustee at any given time by giving notice to the other trustees.
- 10.6. After the **Development Period**, the **Trustees** shall be elected at an annual general meeting of the **Members** as follows –
 - 10.6.1. Provided that at least 3 (three) trustees have been elected during an annual general meeting, all trustees shall be deemed to have retired at the conclusion of the annual general meeting. A trustee may stand for re-election.
 - 10.6.2. The chairperson of the meeting shall call for nominations from the floor, whereafter the **Members** present shall elect at least 3 (three) trustees who shall hold the office of trustees until the next annual general meeting.
 - 10.6.3. Unless a secret ballot is called for, all votes shall be cast by a show of hands. The nominees who receive the most votes (in decreasing order) shall be the persons

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elected.

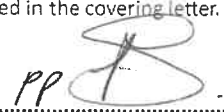
- 10.7. No **Person** shall be eligible to serve as a trustee unless he, if he is a **Member**, or the entity **Member** that owns the relevant **Erf**, is in **Good Standing**.
- 10.8. A trustee shall be deemed to have vacated his office as such upon –
- 10.8.1. him having become disqualified to act as a director in terms of the provisions of the Companies Act, 2008;
- 10.8.2. his estate being sequestrated, whether provisional or finally;
- 10.8.3. his conviction for any offence involving theft or dishonesty;
- 10.8.4. him becoming incapable of carrying out his duties as a trustee, as determined by a **Majority Resolution** of the other trustees;
- 10.8.5. his removal as a trustee, if so determined by a **Majority Resolution** of the other trustees because of a breach by the trustees of the provisions of this **Constitution**;
- 10.8.6. him resigning from such office in writing;
- 10.8.7. him or the relevant **Member** entity having ceased to be a **Member** or having ceased to be eligible to be elected as a trustee;
- 10.8.8. a resolution by the other **Trustees** that he shall be removed as a trustee since he failed to attend three consecutive trustee meetings without justifiable reason.
- 10.9. A trustee may be removed as a trustee by the **Members** following an ordinary resolution adopted at any general meeting of the **Members**.
- 10.10. Upon any vacancy occurring in the trustee committee that results in the number of trustees falling below 3 (three) prior to the next annual general meeting, the vacancy in question shall be filled by any **Person** nominated by the remaining trustees, and such **Person's** term of office shall end at the conclusion of the next annual general meeting.
- 10.11. Any act, decision or resolution of the trustees will remain valid and binding even if it is later discovered that a trustee had vacated office, was disqualified, or that there was a defect in the trustee's appointment or qualification, provided that the act, decision or resolution was taken bona fide and without knowledge the **Trustees** having known of the vacancy, disqualification or defect at the time.
- 10.12. The trustees shall not be entitled to compensation for their services as trustees.

11 POWERS AND DUTIES OF THE TRUSTEE COMMITTEE

- 11.1. Except for those powers and duties that must be exercised or done by the **Members** in a general meeting, the powers and duties set out in this **Constitution** shall be exercised by the trustees, subject to such decisions and directions that may have been made by the **Members** in a general meeting.

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- 11.2. The executive organ of the **Association** shall be the **Trustees**, who shall –
- 11.2.1. manage and control the business and affairs of the **Association** and shall have full powers in the management and direction of its business and affairs;
- 11.2.2. exercise all the powers of the **Association**; and
- 11.2.3. transact all business on behalf of the **Association** as if it were transacted by the **Association** itself.


including the right –

- 11.2.4. to entrust to or confer upon any other **Person** such of the powers and authorities vested in them as they may think fit: Provided that the trustees shall, when exercising the rights available to them in terms of this clause 11.2.4 remain responsible and answerable to the **Members** and they may not in doing so effectively or substantially allow their duties to be vested in and be carried out by such other **Person** on a permanent basis.
- 11.3. In the event of the trustees instituting any legal proceedings against any **Member**, resident, tenant, or **Visitor** for the enforcement of any of the rights of the **Association** in terms hereof, the **Association** shall be entitled to recover all legal costs so incurred from the **Member** concerned, calculated as between attorney and own client, including tracing fees and collection commission.
- 11.4. Save as specifically provided in this **Constitution**, the **Trustees** shall at all times have the right to engage on behalf of the **Association** and pay for the services of accountants, auditors, attorneys, architects, engineers, town planners, managing agents or any other professional firm or **Person** or other employees whatsoever for any reasons deemed necessary by the trustees on such terms as the trustees shall decide.
- 11.5. While its composition remains below three (3) trustees, and save for the election of a trustee to fill a vacancy, the trustee committee cannot take binding decisions or implement any decisions, except for decisions that were previously approved by a full complement of the trustee committee or the **Members**.

12 PROCEEDINGS OF TRUSTEES

- 12.1. All trustees, by accepting their respective appointment to office, shall be deemed to have agreed to be bound by all the provisions of this **Constitution**.
- 12.2. The **Trustees** shall, at their first meeting after the **Development Period** has ended, elect, from their number, by **Majority Resolution**, a chairperson.
- 12.3. The chairperson shall preside at all meetings of the **Trustees**, and in his absence, the other **Trustees** shall from their number appoint an acting chairperson for that meeting, and such acting chairperson shall be deemed to have all such powers and functions of the chairperson as the chairperson himself or herself might have had.
- 12.4. During the **Development Period**, the **Developer's** trustee shall have 18 (eighteen) votes

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that may be cast in respect of any business of the trustee committee. All other trustees shall have 1 (one) vote that may be cast in respect of any business of the trustee committee.

- 12.5. After the **Development Period**, all trustees shall have 1 (one) vote that may be cast in respect of any business of the trustee committee.
- 12.6. The chairperson shall not have a 2nd (second) or casting vote.
- 12.7. All decisions of the trustee committee shall be taken by **Majority Resolution**, passed at meetings where a quorum is present at all times, and the trustee committee may, by **Majority Resolution**, revoke or amend any resolution so taken.
- 12.8. The **Trustees** may regulate their meetings as they see fit. The **Trustees** may meet together for the dispatch of business, adjourn and regulate their meetings as they think fit, subject to the provisions of this clause 12.
- 12.9. Trustee meetings may be conducted in person or by electronic communication in accordance (*mutatis mutandis*) with the provisions of section 73(3) of the Companies Act, 2008, whether in whole or in part, and provided that all Trustees can participate in the meeting and vote concurrently.
- 12.10. The chairperson shall –
 - 12.10.1. preside and maintain order at all meetings of the trustee committee and adjourn or otherwise regulate such meetings as he may deem fit;
 - 12.10.2. appoint the time and place of each trustee committee meeting and may, in exceptional circumstances, call such a meeting on not less than 2 (two) days' notice for the dispatch of business that requires urgent attention;
 - 12.10.3. convene a meeting of the trustee committee, on not less than 5 (five) days' notice upon the request of any 2 (two) or more **Members**;
 - 12.10.4. have the power to delegate any of his or her powers and duties to another Trustee as he or she may deem desirable or necessary, and may add to, vary or revoke any such delegation of powers or duties as he or she may deem fit.
- 12.11. The quorum necessary for the holding of any meeting of the trustees shall be all the trustees (including the **Developer's** trustee). If no quorum is present within 15 (fifteen) minutes after the time appointed for commencement of such meeting, the chairperson must reconvene the meeting at a date determined by him, whereafter he must give notice of such convened meeting to all the trustees. Those trustees who are present at the reconvened meeting shall constitute a quorum, provided that, during the **Development Period**, the **Developer's** trustee must be in attendance.
- 12.12. The **Trustees** must keep minutes of their meeting, which minutes shall, without undue delay after the meeting has closed, be reduced to writing and be approved at the trustee committee meeting. All minutes of trustee meetings shall, after approval, be kept in electronic format.
- 12.13. The **Trustees'** minutes shall be open for inspection at all reasonable times by any **Trustee**

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and the **Members**.

- 12.14. A decision that could be voted on at a meeting of the **Trustees** may instead be adopted by written consent of all of the **Trustees**, given in person or by electronic communication provided that each **Trustees** has received notice in writing of at least 48 (forty-eight) hours of the matter to be decided unless the **Trustees** waive compliance with the notice period in writing. Such notice shall in sufficient detail state the reason for, the purpose of, and the effect of the proposed resolution to enable each **Trustee** to consider the matter concerned.

13 GENERAL AND SPECIAL LEVIES, AND OTHER CHARGES

- 13.1. The **Association** shall maintain a **Levy** fund and impose **Levies** upon the **Members** to meet all the expenses in respect of –
- 13.1.1. the **Common Property**, and
- 13.1.2. the management and administration of the **Association** and its affairs.
- 13.2. During the **Development Period**, the **Developer** may determine the **Levy** that will be payable by each **Member**.
- 13.3. After the **Development Period** –
- 13.3.1. The **Trustees** shall estimate the **Levy** amount which shall be required by the **Association** to meet the budgeted expenses during each **financial year**, together with such estimated deficiency (if any) as shall result from the preceding **financial year**, whereafter it shall determine a general **Levy**, that will be payable by each **Member**, by dividing this amount by the number of **Erven**, being 6 (six).
- 13.3.2. The **Trustees** may include in such general **Levy** an amount to be held in reserve to meet anticipated future expenditure of a non-recurring nature (“**the Reserve Fund**”).
- 13.3.3. The **Trustees** shall annually, by no later than the 28th of February, publish to the **Members** the **Association’s** operational budget for the next **financial year**, together with the amount of the general **Levy** that will be payable by each **Member** in the following **financial year**.
- 13.4. Unless otherwise determined by the **Developer** or the **Association** in a general meeting, the general **Levy** for **Erven** shall be equal and shall be payable monthly in advance, without deduction or set-off, on or before the last day of each month, by electronic funds transfer to the **Association**.
- 13.5. The **Developer** during the **Development Period**, and thereafter the **Trustees** may at any time determine and impose special **Levies** upon the **Members** in respect of any expenses of an urgent or non-recurring nature and such special **Levies** may be imposed in the sum or by such instalments and at such times as the **Trustees** shall deem fit: Provided that a special **Levy** which exceeds 50% of the general **Levy** shall be approved by the **Members** at a general meeting.


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- 13.6. In the event of the **Trustees** for any reason whatsoever failing to prepare and/or publish the determination of a **Levy** (as per clause 13.3.3 above) every **Member** shall, until served with such notice, continue to pay the **Levy** previously imposed and shall, after such notice pay such **Levy** as may be specified in the notice, in the manner specified in the notice, together with any arrear **Levies**.
- 13.7. No **Levy** shall be payable in respect of the **Common Property**.
- 13.8. No **Levy** shall be payable by the **Developer**.
- 13.9. The **Trustees** may also determine a fee payable by a **Member** for purposes of obtaining a **Levy** clearance certificate.
- 13.10. The Reserve Fund
 - 13.10.1. The **Association** shall maintain a reserve consisting of that portion of the general **Levy** earmarked for the Reserve Fund.
 - 13.10.2. This Reserve Fund may only be used to defray expenditure on the **Common Property** or on interests common to all **Members**.

14 ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS

- 14.1. The **Association** shall convene two categories of meetings through which **Members** shall consider, deliberate upon, and vote on the business and affairs of the **Association**, as provided for in this **Constitution** –
 - 14.1.1. The **Association** shall hold an annual general meeting once each **financial year**. The annual general meeting is the primary meeting of **Members** at which the **Association** shall consider the business and affairs of the **Association**, including the approval of budgets and financial statements, the election of trustees, and any other business that must be decided by the **Members**.
 - 14.1.2. The **Association** may also convene a special general meeting at any time to consider urgent or specific matters that require **Member** approval outside of the annual general meeting cycle. A special general meeting shall be limited to the business stated in the notice convening it.
- 14.2. A **Member** shall not be entitled to cast a vote at a general meeting of the **Members** if he is in arrears by more than 30 (thirty) days with payment of any **Levy** or penalty due and payable to the **Association** in respect of his membership. The **Member's** voting rights shall be suspended and remain so suspended during the period such breach or contravention continues and / or persists.
- 14.3. The provisions of clause 14.2 above shall apply *mutatis mutandis* in the event of any breach and/or contravention of any provision of this **Constitution** other than a failure to pay any **Levy** or penalty if the **Member** concerned has been notified of the breach and has failed to remedy such breach.
- 14.4. Meetings

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- 14.4.1. The **Developer** shall call the **Association's** first annual general meeting within 3 (three months) of the first **Erf** having been transferred from the **Developer** to a third **Person**.
- 14.4.2. Thereafter, the **Association** shall annually, within 6 (six) months of the closure of each **financial year** of the **Association**, on a date and at a time and place determined by the **Trustees**, hold an annual general meeting.
- 14.4.3. At least 21 (twenty-one) days' written notice of any general meeting, together with the agenda, must be sent by e-mail to all the **Members**, and during the **Development Period**, also the **Developer**.
- 14.4.4. The annual general meeting shall be held for the following purposes:
- 14.4.4.1. to confirm the minutes of the previous annual general meeting;
 - 14.4.4.2. to receive and consider a trustee report regarding the affairs of the **Association** in the preceding **financial year**;
 - 14.4.4.3. to receive and note the operational budget for the next **financial year**, and to note the **Levy** to be imposed by the trustees;
 - 14.4.4.4. to elect the trustees for the next **financial year**;
 - 14.4.4.5. to deal with any other business laid before it.
- 14.5. The **Trustees** may, when they deem it necessary, and must upon written request of at least 2 (two) of the **Members**, call a special general meeting setting out the affairs and business to be transacted at the meeting. Should the **Trustees** fail to convene the meeting within 21 (twenty-one) days of receipt of such written valid request, the **Members** concerned may convene the meeting themselves.
- 14.6. The chairperson of the trustee committee shall preside as chairperson at all general meetings.
- 14.7. A general meeting may not commence, and no decisions may be taken unless a quorum is present. The quorum needed for holding any general meeting shall be at least 50% (fifty percent) of the **Members** (including proxies) that are eligible to vote. During the **Development Period**, no quorum shall be established unless the **Developer** is present or represented at the general meeting in question.
- 14.8. If within 15 (fifteen) minutes after the time appointed for the commencement of a general meeting or within such extended period as the chairperson may allow, a quorum is not present, the meeting shall be dissolved if it was convened on requisition. In all other cases, the meeting shall stand adjourned to the same place at the same time and the same day of the next week. Where a meeting so postponed / adjourned, the **Trustees** shall within 4 (four) days after the date of the meeting so postponed / adjourned, by notice in writing sent by e-mail to all **Members** (and during the **Development Period**, the **Developer**), notify the **Members** (and the **Developer**) of the date, time and venue of the postponed / adjourned meeting. If a quorum is again not present at such adjourned meeting, the **Members** present

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in person or by valid proxy, shall constitute a quorum. During the Development Period, no quorum shall be established at the adjourned meeting unless the Developer is present or represented at this adjourned general meeting in question.

14.9. If a general meeting has commenced and the meeting cannot continue or be concluded because a quorum is no longer available or for another reason, then the meeting may be adjourned but must be resumed in no more than 14 (fourteen) days if any of the items on the meeting's agenda were not completed. The **Trustees** shall, within 4 (four) days after the date of the meeting so adjourned, by notice in writing sent by e-mail to all **Members** (and during the **Development Period**, the **Developer**), notify **Members** (and the **Developer**) of the date, time and venue of the postponed meeting.

14.10. Proxies

14.10.1. Votes at a general meeting may be cast by a **Member** or a proxy.

14.10.2. A proxy may be appointed in writing under the signature of the **Member** in writing, and the proxy may be handed to the chairperson at the commencement of the general meeting.

14.10.3. A proxy need not be a **Member**.

14.10.4. Proxies shall be valid for a postponed general meeting and for the resumption of an adjourned general meeting.

14.10.5. A director, member or trustee of a juristic **Member** may be required by the chairperson of the meeting to furnish proof to his satisfaction of his authority to represent the juristic **Member** in his aforesaid capacity.

14.10.6. The instrument appointing a proxy may be prescribed by the **Trustees**.

14.11. Adjournment by the chairperson with the consent of the general meeting

14.11.1. The chairperson may adjourn a general meeting from time to time and from place to place if the **Members** present or represented approve of an adjournment by **Majority Resolution**. In the event of such an adjournment –

14.11.1.1. no notice need be given of the adjourned meeting save for an announcement at the meeting of the date, time and venue of the adjourned meeting (unless the meeting is to be adjourned for thirty days or more, in which event notice is to be given in the same manner as for the original meeting);

14.11.1.2. only business left uncompleted at the original meeting may be transacted at the adjourned meeting.

14.12. Voting and voting rights of **Members**

14.12.1. The **Members** shall be entitled to vote only on the matters before the general meeting concerned. The chairperson may allow any matter raised by a **Member** at the meeting to be discussed, although it may not have been placed on the agenda.

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- 14.12.2. At every general meeting –
- 14.12.2.1. each **Member** shall have one vote for each **Erf** registered in his name;
- 14.12.2.2. if an **Erf** is registered in the name of more than one (1) **Person**, then all such co-owners shall jointly have only one vote.
- 14.12.2.3. during the **Development Period**, the **Developer** shall have 18 (eighteen) votes that may be cast.
- 14.12.2.4. a matter shall be put to the vote by a show of hands by the **Members** present (including proxies) unless a poll is demanded or the chairperson announces a poll before voting takes place. Subject to any other provisions, a **Majority Resolution** is required to adopt a resolution.
- 14.12.2.5. The chairperson shall not have a 2nd (second) or casting vote.
- 14.12.3. A **Member**, who is not in **Good Standing**, shall be entitled to be present at a general meeting but shall not be entitled to speak or vote on any matter.
- 14.12.4. If a poll is duly demanded, it shall be taken in such manner as the chairperson of the meeting may direct, either at once or after an interval or adjournment.
- 14.12.5. If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the chairperson whether or not scrutineers have been appointed to count the votes, and his decision shall be final and conclusive.
- 14.12.6. A vote cast under a proxy, power of attorney or other authority which has been revoked shall nevertheless be valid unless:
- 14.12.6.1. written notice of the revocation is received by the **Association** prior to the meeting concerned; or
- 14.12.6.2. the chairperson of the meeting agrees to accept written or oral notice of such revocation at the meeting.
- 14.12.7. No objection shall be raised to the admissibility of any vote except at the meeting or adjourned meetings at which the vote objected to is cast, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 14.12.8. A declaration made in good faith by the chairperson of a general meeting to the effect that, either on a show of hands or a poll, a resolution has or has not been passed shall be final and conclusive, and the resolution shall be deemed to have been so passed or not passed.

15 BUILDING PLANS, ARCHITECTURAL AND DESIGN REQUIREMENTS

MUNISIPALITEIT GEORGE MUNICIPALITY
 Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.
 2/4/2026
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- 15.1. The **Members** shall have the power to determine and amend (from time to time) the **Architectural Guidelines** by a **Majority Resolution**.
- 15.2. All **Members** must comply with the **Architectural Guidelines**, as amended from time to time. The **Association** shall be obliged to enforce compliance with the **Architectural Guidelines**.
- 15.3. No construction, alteration, addition, or external improvement to an **Erf** may be undertaken unless it fully accords with the **Architectural Guidelines** and any approvals issued pursuant thereto.
- 15.4. **Members** shall, in accordance with the provisions of the **Architectural Guidelines**, be obliged to submit all plans (which include but are not limited to building plans) for new constructions, renovations, alterations, additions and demolitions to the **Association** for inspection and approval, before such plans are submitted to the **Municipality** for approval.
- 15.5. All plans shall be subject to approval by both the **Association** and the **Municipality**, and the **Member** shall comply with all conditions set by them. The **Association** shall, in the event of a dispute regarding the approval of any plan, be entitled to refer the matter to a qualified architect, who shall act as an expert and not as an arbitrator and whose decision shall, in the absence of a manifest error, be final and binding on the **Association** and the **Member**.
- 15.6. Provided that a **Trustees** have acted in good faith, no **Member** shall have any claim against the **Association**, the **Trustees** or any one **Trustee** arising from or in connection with any approval granted by the **Association** or any refusal of approval, and the **Association** shall not be deemed to have given the **Member** any advice regarding the design or any other feature of any improvements arising from comments on plans or any conditions of approval thereof.
- 15.7. The **Trustees** may determine and impose –
 - 15.7.1. A charge on a **Member** for the approval of plans, which charge shall be paid upon submission of such plans.
 - 15.7.2. the deposits and other amounts payable by **Members** to provide security for the risks associated with construction.
- 15.8. Plans will be assessed for approval as more fully set out in the **Architectural Guidelines**.
- 15.9. No amendment of the **Architectural Guidelines** shall apply retrospectively.

16 COMMON PROPERTY

- 16.1. The **Developer** shall, at its cost, transfer ownership of the **Common Property** to the **Association** before or simultaneously with the first transfer of an **Erf** to another person.
- 16.2. Upon transfer, the **Association** shall receive and thereafter hold the **Common Property** for the collective benefit of all **Members**, who shall enjoy use and access thereof.

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- 16.3. Management and maintenance of the **Common Property** shall vest in the **Association**.
- 16.4. The **Association** is entitled to improve, repair, and replace the **Common Property**; provided that the **Common Property** may not be alienated or altered in a way that diminishes its intended character or function.
- 16.5. The **Association** may not apply for the subdivision and/or the rezoning of any portion of the **Common Property** unless approved by **Special Resolution** of the **Members**.
- 16.6. The **Association** shall at all times provide access to the **Municipality**, its contractors, agents, or employees for the purpose of maintenance of municipal services.
- 16.7. The **Association** shall at all times provide access to the **Municipality**, its contractors, agents, or employees for the purpose of reading municipal meters.
- 16.8. The maintenance of the street lighting in the **Estate** will be the responsibility of the **Association**.
- 16.9. The **Members** and **Association** shall ensure that condition 8 of the **Approval Conditions** is implemented, which requires the **Developer** to plant and maintain at least 1 (one) 100L indigenous tree for every **Erf**. Such trees shall be spaced and not grouped in one area.
- 16.10. No **Person** may park any vehicle or leave any item on the **Common Property**, and the **Association** shall take all reasonable measures to prevent such unauthorised parking.
- 16.11. The **Association** will be liable for the full cost of all accidental or malicious damage to municipal services that were caused by any contractor employed by the **Association**.

17 CONDUCT RULES

- 17.1. No **Member** shall transgress any law, ordinance, regulation, proclamation or other statutory provision or measure having the force of law, or the conditions of any licence or approval that pertains to or affects the occupation of his **Erf** or the **Common Property**, or the conditions of title pertaining to his **Erf**, nor allow them to be transgressed.
- 17.2. In addition to clause 17.1 above, each **Member** shall comply with the **Conduct Rules** and be responsible for compliance with the **Conduct Rules** by the members of his **Household**, **Visitors**, employees, tenants, and contractors as more fully set out in the **Conduct Rules**. Every **Member** shall, in particular, be responsible for the actions and behaviour of such **Persons**.
- 17.3. Enforcement: Fines And Penalties
- 17.3.1. The **Members** may, by **Majority Resolution**, determine penalties for any transgression of any of the provisions of this **Constitution**, which penalties may be by way of fixed amounts for specific transgressions or may be by way of a maximum amount depending on the severity of the transgression and whether or not it is a first transgression and whether or not the conduct constituted a deliberate act of ignoring the provisions of the **Constitution** and a refusal to comply after a notice to refrain from or to discontinue the conduct in question. The **Association** also may impose

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

- 17.3.2. If the conduct of a **Member**, members of the **Member's Household**, tenants, contractors, employees, **Visitors** constitutes a contravention of any provision of this **Constitution**, the Trustees may, without prejudice to any other rights or remedies which the **Association** may have in law or in terms of this **Constitution** –
- 17.3.2.1. by written notice inform the **Member** of the nuisance or contravention and warn the **Member** that if he fails to remedy the contravention within 5 (five) business days, or persists in such conduct or contravention, or if such conduct or contravention is repeated, a penalty will be imposed on the **Member**; or
- 17.3.2.2. by written notice impose a penalty on the **Member**, which notice shall state the reasons for the imposition of the penalty, should the **Member** fail to remedy the contravention, or if the conduct persists, or if such conduct or contravention is repeated; or
- 17.3.2.3. summarily and without warning, by written notice, impose a penalty on the **Member**, which written notice shall state the reasons for the imposition of the penalty.
- 17.4. The penalty imposed under this clause 17 shall become due and payable on the date of the written notice and shall be debited against the **Member's Levy** account. Payment of penalties will take preference over **Levies**, and any payment received after the imposition of a penalty shall be deemed to be allocated firstly to the payment of the penalty, irrespective of any allocation by the **Member**.
- 17.5. The **Members** may, from time to time, by means of a **Majority Resolution**, determine and amend the **Conduct Rules**, categories of contraventions, and the amounts of the penalties in respect of first and subsequent contraventions.
- 17.6. An amendment of the **Conduct Rules** shall not apply retrospectively.

18 NOTICES AND COMMUNICATION

- 18.1. A **Member** shall be deemed to have received a notice or legal process under this **Constitution** if the notice was delivered by hand at the **Erf** owned by such **Member**, and it shall be deemed to be received on the date of delivery thereof.
- 18.2. A notice sent by e-mail to the e-mail address given by a **Member** to the **Trustees** shall be deemed to have been delivered on the date on which the data message was sent to the **Member** as provided for in terms of Section 23(b) of the Electronic Communications and Transactions Act, 2002.
- 18.3. For purposes of any notices to **Members**, the **Trustees** may choose any of the modes of

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communication referred to in clauses 18.1 and 18.2 above and shall, for purposes thereof, be entitled to rely on the information at its disposal and any previous mode of communication with the **Member**. Except for the **Developer** during the **Development Period**, no **Person**, other than a **Member**, shall be entitled to receive a notice of general meetings.

18.4. The *domicilium citandi et executandi* of a **Member** shall, for all purposes, be at the street address of his or her **Erf**.

19 RECORDS

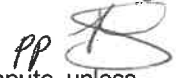
- 19.1. The **Trustees** shall –
 - 19.1.1. cause the financial transactions of the **Association** to be written up regularly.
 - 19.1.2. keep and retain records of the **Association's** affairs, business, and general meetings to comply with relevant legislation (such as the Income Tax Act, 1962), the provisions of this **Constitution**, and in general to hold a record of the **Association's** affairs and business.
 - 19.1.3. annually, as soon as possible after the end of each **financial year**, have financial statements for the **Association** prepared.
- 19.2. Unless the **Members** resolve otherwise, it will not be necessary to have such financial statements audited.
- 19.3. The **Trustees** shall cause such records to be kept so that they fairly represent the state of affairs and business of the **Association** and to explain its transactions and financial position.
- 19.4. All records shall be kept at a place as determined by the **Trustees**.
- 19.5. All records shall be available for inspection to the **Members**.

20 DISPUTES

- 20.1. The **Association** will not have a limited internal dispute resolution mechanism since the **Estate** comprises only 6 (six) **Erven**, and functions as a small, close-knit community in which all **Members** are likely to know one another personally and interact regularly.

 Implementing and administering a formal dispute resolution mechanism within a community of this size would be impractical, unnecessarily burdensome, and potentially counterproductive to maintaining harmonious relationships.
- 20.2. In the event of any dispute between **Members**, or between a **Member** and the **Association**, in connection with the **Estate** or the **Constitution**, the parties shall first endeavour to resolve the dispute amicably through good-faith discussions.
- 20.3. If the dispute is not resolved within 14 (fourteen) days of one party notifying the other of the nature of the dispute, the parties shall refer the dispute to mediation. The mediator shall be an independent, suitably qualified **Person**.

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20.4. The costs of the mediation shall be shared equally between the parties to the dispute, unless otherwise agreed in writing.

20.5. If the dispute is not resolved or not referred to mediation within 30 (thirty) days of the notification contemplated in clause 20.3 above, either party may make an application as provided for in terms of Section 38(1) of the **CSOS Act**.

21 INDEMNITY

21.1. No **Trustee** shall be liable to the **Association** or any **Member** for any act or omission done in good faith by himself or by the **Association** or the **Association's** employees or agents: provided that such **Trustee**, with the information at his disposal, acted in good faith and without gross negligence or dishonesty. The **Trustees** shall be and remain indemnified against all costs, claims, legal actions, expenses, losses or damage sustained or incurred or that they may become liable for by reason of any alleged act or omission in the performance of his duties.

21.2. The indemnity referred to in clause 21.1 above includes any liabilities *bona fide* incurred by the **Trustees** in defending any proceedings, civil, criminal or otherwise.

21.3. The **Association** may purchase insurance to cover any expenses and liability it may incur in terms of the provisions of this clause 21.

21.4. Any **Person** who accesses or uses the **Common Property**, services, or **Internal Municipal Services** shall do so entirely at his own risk. A **Member** indemnifies the **Association** against all claims made against the **Association** by any **Person** who enters the **Estate** or uses the services or **Internal Municipal Services** at the **Member's** instance, and the **Member** concerned shall likewise have no claim against the **Association** in this regard.

22 EXEMPTION IN TERMS OF THE INCOME TAX ACT

22.1. To comply with the conditions of the South African Revenue Services in respect of income tax exemption, the provisions set out in this clause 22 shall be complied with.

22.2. The sole object of the **Association** is to manage the collective interests common to all its **Members**, which includes expenditure applicable to the **Common Property** and the collection of **Levies** from **Members**.

22.3. The **Association** is not permitted to distribute its funds to any **Person** other than to a similar association of persons.

22.4. On dissolution of the **Association**, its remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(i)(cc) of the Income Tax Act.

22.5. Any amendments to this **Constitution** must be submitted to the Commissioner for the South African Revenue Service.

22.6. Funds available for investment may only be invested with a financial institution as defined in

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section 1 of the Financial Services Board Act, 1990

- 22.7. The income and property of the **Association** shall be used solely for the promotion of its stated objectives. No portion of its income or property shall be paid or distributed directly or indirectly to any **Person** (otherwise than in the ordinary course of undertaking any public benefit activity) or to any **Member** or the trustees, except as reimbursement of actual costs or expenses reasonably incurred on behalf of the **Association**.

23 AMENDMENT OF CONSTITUTION

- 23.1. During the **Development Period**, the **Developer** may amend this **Constitution** as it deems fit and/or as may be necessary to comply with any of the **Approvals Conditions**, or conditions or requirements imposed by the **Municipality** or any other governmental authority. The **Developer** may exercise this right by delivering the amended document to the **Trustees**, and this **Constitution** will be deemed to have been amended on delivery of the amended document.
- 23.2. After the **Development Period**, the provisions of this **Constitution** (excluding the **Conduct Rules** and the **Architectural Guidelines**) can only be amended at a special general meeting where at least 4 (four) of the **Members** were present, and the resolution to amend was adopted by a **Special Resolution**.
- 23.3. Unless the adopted **Special Resolution** provides otherwise, amendments to this **Constitution** shall take effect on the date that it was adopted.
- 23.4. Amendments to the **Constitution** shall, after delivery thereof in terms of Article 23.1 or adoption thereof, be submitted for approval to the **Municipality** (if such amendment affects the rights of the **Municipality** or Section 29 of the **By-Law**), the Community Schemes Ombud Service, and, for as long as the **Association** enjoys income tax exemption, the Commissioner for the South African Revenue Services.

24 WAIVER

No **Member** shall be entitled, in proceedings against him by the **Association** or any **Member**, to raise the defence of acquiescence or waiver of rights, or that the **Association** or the **Member** concerned, as the case may be, did not take action against another **Member** for the same or a similar transgression, failure to comply or default in respect of any of the provisions of this **Constitution**.

25 DEFINITIONS AND INTERPRETATIONS

- 25.1. In this **Constitution**, the following words and phrases defined below shall, unless inconsistent with or otherwise indicated by the context, have the following meanings:
- 25.1.1. “**alienate**” with reference to any **Erf** or any part thereof, includes alienation by way of sale, exchange, donation, inheritance, cession, assignment and letting for more than 10 (ten) years to the same **Person**, irrespective of whether such alienation is subject to a suspensive or resolutive condition, and ‘**alienation**’ shall have a

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corresponding meaning, and if the Erf is owned by a company, close corporation or trust and the abovementioned actions relate to any of the shares in the company the members interest in the close corporation or the changing of the trustees and beneficiaries of the trust with the aim to change the control of the trust;

- 25.1.2. "the Approval Conditions" means the Municipality's Conditions of Approval, dated 24 October 2025;
- 25.1.3. "the Architectural Guidelines" means the guidelines describing the architectural design of buildings in the Estate and the appearance thereof attached hereto as Annexure "A";
- 25.1.4. "the Association" means the Mount Hermon Homeowners Association established in terms the Bylaw and this Constitution;
- 25.1.5. "the Bylaw" means the Land Use Planning By-law for the George Municipality, 2023;
- 25.1.6. "the Common Property " means erf 30688, George, that comprises a private road, zoned as a Transport Zone III, that will grant access to the Estate and Erven along with the associated stormwater, water, and sewerage infrastructure, and the boundary walls on such erf;
- 25.1.7. "the Conduct Rules" means the rules listed in Annexure B, as they may be amended over time by the Association, which shall regulate the behaviour and actions of Members, persons in a Member's Household, tenants, Visitors, and any persons entering the Estate, with the purpose of promoting harmonious living, protecting property, and ensuring the orderly use of the Common Property;
- 25.1.8. "this Constitution" means the provisions contained in this document, as amended from time to time, and includes the Architectural Guidelines and the Rules;
- 25.1.9. "the CSOS Act" means The Community Schemes Ombud Service Act, 9 of 2011, including the Regulations made in terms of the said Act;
- 25.1.10. "Development Period" means the period commencing on the date of establishment of the Association and continuing until the earlier of –
 - 25.1.10.1. the date on which the Developer has transferred all Erven within the Estate to third parties; or
 - 25.1.10.2. the date on which the Developer, in its sole discretion, notifies the Association in writing that the Development Period has ended;
- 25.1.11. "erf" means the following erven 30682, 30683, 30684, 30685, 30686, and 30687, respectively, within the Municipality and division of George, Western Cape Province, and includes the improvements thereon; and "erven" shall refer collectively to all the erven listed in this definition of an Erf;
- 25.1.12. "the Estate" means the geographical area that comprises Erven 30682, 30683, 30684, 30685, 30686, 30687, and the Common Property, known as erf 30688,

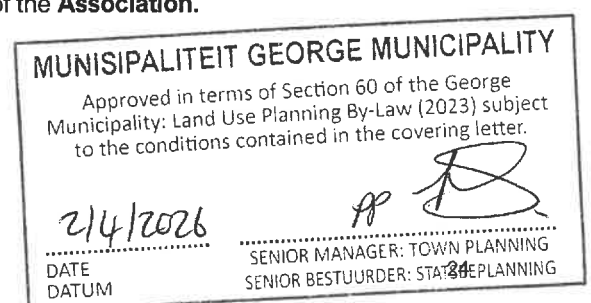
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which came into existence following the subdivision of Erf 535, George, as depicted on Annexure C to this Constitution, and that is situated at the corner of Outeniqua Street and Heuwel Street, George;

- 25.1.13. "financial year" means the twelve (12) month period that commences on the 1st of March of each calendar year and terminates on the last day of February of the next calendar year. The **Association's** first financial year shall commence on the day of its establishment and terminate on the last day of February of the next calendar year;
- 25.1.14. "good standing" means that the **Member** is not in arrears by more than 30 (thirty) days with payment of any amount owing to the **Association**;
- 25.1.15. "household" means the persons ordinarily residing, on an ongoing basis, on an **Erf**, including such **Person's** spouse, children, and the children of his spouse;
- 25.1.16. "Internal municipal services" means the water, sewerage, and stormwater infrastructure on the **Common Property**;
- 25.1.17. "levy" or **levies**" means the amounts that the **Association** may impose and claim from **Members** as provided for in this **Constitution**;
- 25.1.18. "majority resolution" means a resolution adopted with the supporting vote of at least 51% of the total number of voting rights present or represented by proxy;
- 25.1.19. "**Member**" means a **Person** in whose name an **Erf** is registered in the Deeds Registry, Cape Town (excluding the **Association** itself and the **Developer**), and "**owner**" shall have a corresponding meaning;
- 25.1.20. "**the Municipality**" means the George Municipality, a municipality described in Section 2 of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000), including a duly authorised official of George Municipality;
- 25.1.21. "**person**" includes a natural person and corporate entity, partnership or other association of persons capable of owning immovable property;
- 25.1.22. "**services**" means such utilities, facilities, and services as may be provided by or on behalf of the **Association** for the **Members** and residents within the **Estate**;
- 25.1.23. "**special resolution**" means a resolution adopted with the supporting vote of at least 75% of the total number of voting rights present or represented by proxy;
- 25.1.24. "**the Trustees**" means the group of persons elected or appointed as such in terms of this **Constitution**, and "**Trustee**" shall refer to any one of them;
- 25.1.25. "**visitors**" in relation to an **Erf**, means any **Person** who visits an **Erf**, those **Persons** who deliver goods, services, building contractors, maintenance entities, or any other **Person** not residing at the **Estate**;
- 25.1.26. any reference to the singular includes the plural and *vice versa*;

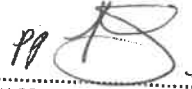
- 25.1.27. any reference to natural persons includes legal persons and *vice versa*;
- 25.1.28. any reference to any gender includes the other genders.
- 25.2. The clause headings in this **Constitution** have been inserted for convenience only and shall not be taken into account in its interpretation.
- 25.3. Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 25.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any **Person**, effect shall be given to it as if it were a substantive clause in the body of the **Constitution**, notwithstanding that it is only contained in the interpretation clause.
- 25.5. If any period is referred to in this **Constitution** by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day (being any day other than a Saturday, Sunday or South African public holiday), in which case the day shall be the next succeeding business day.
- 25.6. This **Constitution** shall be governed by, construed and interpreted in accordance with the law of the Republic of South Africa.
- 25.7. The provisions of the **Architectural Guidelines, Conduct Rules**, must be read with the provisions of this **Constitution** and shall be binding on the **Members** as if these documents are incorporated into this **Constitution**.
- 25.8. Where any consent or approval is required for any act by a **Member**, such consent or approval shall be in writing and signed by a **Person** duly authorised thereto, and shall be required to be given prior to the **Member** taking action.
- 25.9. Any notice, approval or consent which is required to be in writing may be given by electronic communication to the addressee at his e-mail address, of which the **Person** concerned notified the **Association** or which he normally uses in his communication with the **Association**.
- 25.10. Any waiver, relaxation, extension of time, delay or failure (together referred to as "relaxation") by the **Association** in exercising any right in terms of this **Constitution**, shall not be construed as a waiver of that right and shall not operate as an estoppel against the **Association** or affect the ability of the **Association**, subsequently to exercise or enforce any of its rights and the obligations of any **Member**, nor shall any relaxation constitute a waiver of any other right. The waiver of any right in terms of this **Constitution** shall be binding on the **Association** only to the extent that the waiver has been reduced to writing and signed by the duly authorised representative(s) of the **Association**.



ANNEXURE A – ARCHITECTURAL DESIGN GUIDELINES


MUNISIPALITEIT GEORGE MUNICIPALITY
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.

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DATUM SENIOR BESTUURDER: STATSBEPLANNING

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ANNEXURE B – CONDUCT RULES**A. Use of the Road**

- A.1. The access road (i.e. the **Common Property**) is for vehicular and pedestrian access only.
- A.2. No parking, storing of materials, or obstruction of any kind is permitted on the road or road verges.
- A.3. Parking is restricted to an **Erf**.
- A.4. Heavy vehicles are not allowed to enter the **Estate**.

B. Maintenance and Cleanliness

- B.1. **Members** must keep the area in front of their **Erf** clean and free of debris.
- B.2. No **Members** may cause damage to the road, verges, drainage systems, or communal infrastructure.
- B.3. Any accidental damage must be reported to the **Association** without delay.

C. Building and Contractor Access

- C.1. Contractors must comply with the **Association's** access and operating hours.
- C.2. Building material may not be stored on the road or verges.
- C.3. **Members** are responsible for ensuring their contractors do not cause damage to the **Common Property**.

D. Noise and Nuisance

- D.1. Residents and **Visitors** must not create any unreasonable noise or nuisance that disturbs others.
- D.2. No activity may be conducted that endangers the safety or peaceful enjoyment of other residents.

E. Pets

- E.1. Pets must be controlled at all times and may not roam the **Common Property** unattended.
- E.2. **Members** must remove pet waste immediately.

F. Waste Management

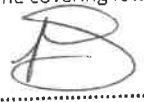
- F.1. Refuse must be stored in secure bins and placed out only on designated collection days.
- F.2. Dumping on the **Common Property** is prohibited.

G. Security and Access Control


- G.1. **Members, residents, and Visitors** must comply with all security procedures implemented by the **Association**.
- G.2. Gates and access-control equipment may not be tampered with or obstructed.

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Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.

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ANNEXURE C – SUB-DIVISION DIAGRAM OF THE ESTATE

MUNISIPALITEIT GEORGE MUNICIPALITY	
Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.	
214/2026	
DATE	SENIOR MANAGER: TOWN PLANNING
DATUM	SENIOR BESTUURDER: STADSBEPLANNING

MUNISIPALITEIT GEORGE MUNICIPALITY

Approved in terms of Section 60 of the George Municipality: Land Use Planning By-Law (2023) subject to the conditions contained in the covering letter.

2/4/2026

91

DATE
DATUM

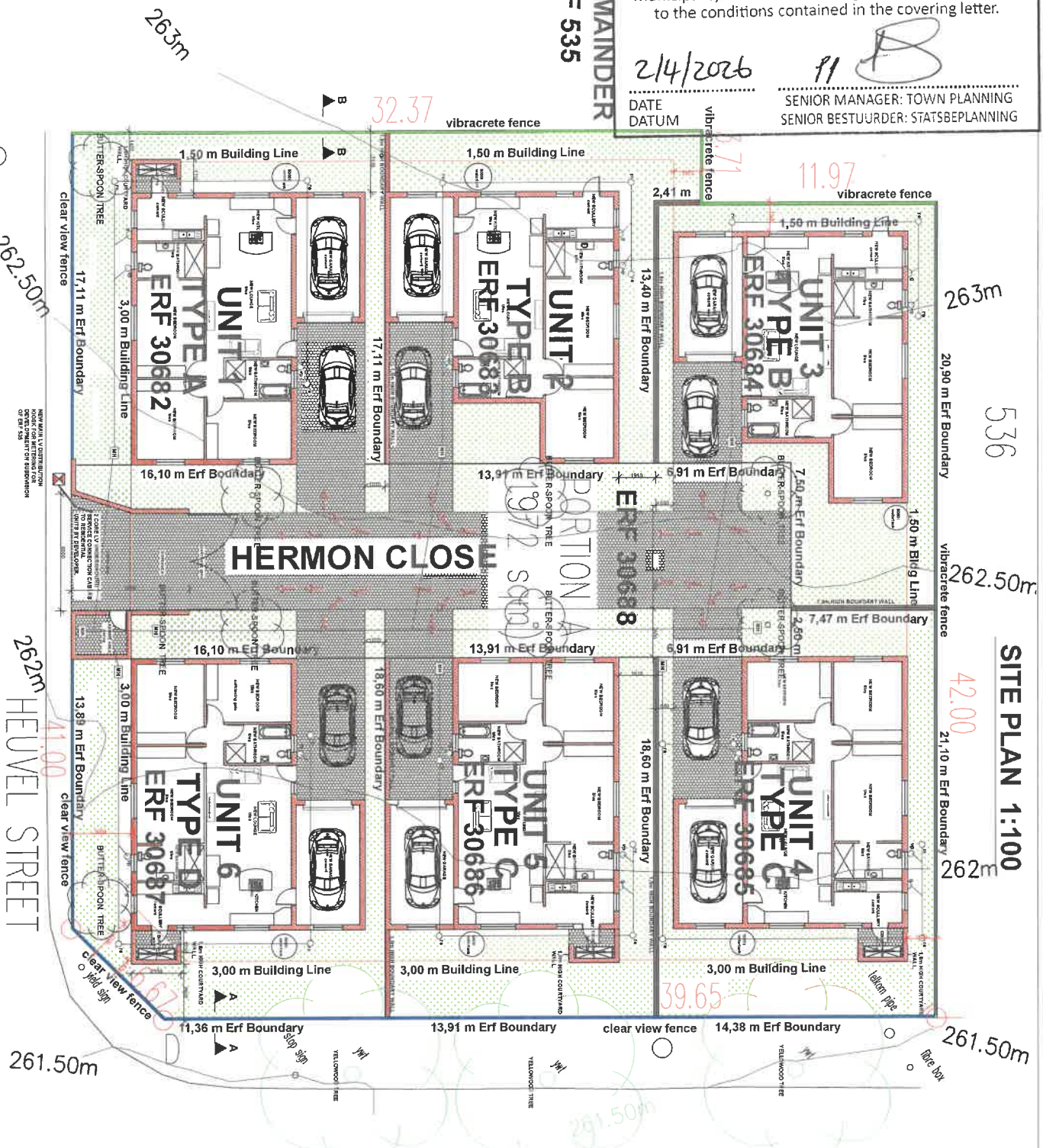
SENIOR MANAGER: TOWN PLANNING
SENIOR BESTUURDER: STATSBEPANNING

**REMAINDER
ERF 535**

536

SITE PLAN 1:100

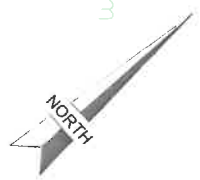
42.00



SECTION A-A 1:100

SECTION B-B 1:100

OUTENIQUA STREET



AREA CALCULATIONS

UNIT	EXEQUENT	ERF AREA	COVERED AREA	OPEN SPACE
UNIT 1	142,24 m ²	275,27 m ²	51,71 %	123,56 m ²
UNIT 2	158,91 m ²	348,84 m ²	50,97 %	189,93 m ²
UNIT 3	142,93 m ²	348,71 m ²	51,68 %	185,83 m ²
UNIT 4	142,42 m ²	283,13 m ²	50,53 %	140,60 m ²
UNIT 5	142,42 m ²	283,20 m ²	49,17 %	140,78 m ²
UNIT 6	142,42 m ²	283,20 m ²	49,17 %	140,78 m ²
UNIT 7	142,42 m ²	283,20 m ²	49,17 %	140,78 m ²
UNIT 8	142,42 m ²	283,20 m ²	49,17 %	140,78 m ²
TOTAL AREA	1142,36 m ²			58,07 %

PROPOSED NEW SDP PLAN ON A PORTION OF ERF NO: 535 DENNEBORD, GEORGE, FOR GROUP HOUSING.

PDT DEVELOPMENT

2024/01/14

2024/01/14

2024/01/14

2024/01/14

2024/01/14

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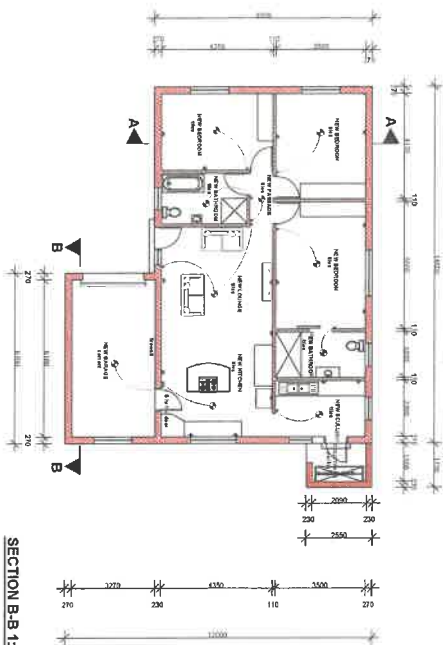
2024/01/14

R & R DESIGNS
SACAP: PD0734
CELL: 0715803081
EMAIL: rrandcorney4@gmail.com

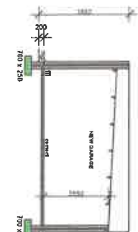
UNIT 4 & 5 HOUSE TYPE C

GROUND PLAN 1:100

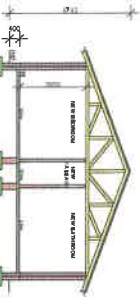
FOOTPRINT: 142,45 m²



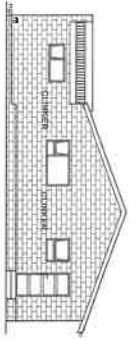
SECTION B-B 1:100



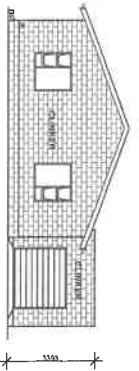
SECTION A-A 1:100



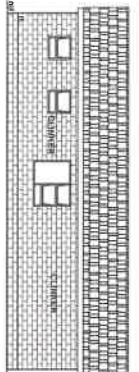
BACK ELEVATION 1:100



FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



MUNICIPALITEIT GEORGE MUNICIPALITY
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 Municipality Land Use Planning By-Law (2023) subject
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21/4/2026

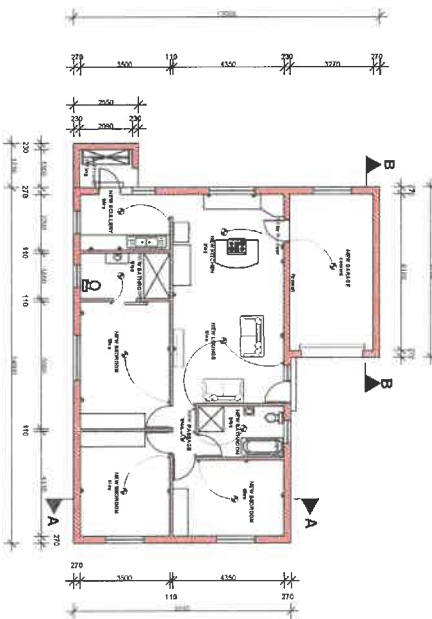
DATE
 DATUM

PP
 SENIOR MANAGER: TOWN PLANNING
 SENIOR BESTUURDER: STATSBEPANNING

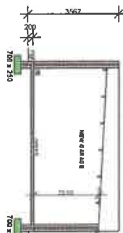
UNIT 1 HOUSE TYPE A

GROUND PLAN 1:100

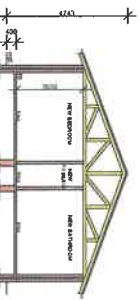
FOOTPRINT: 142,45 m²



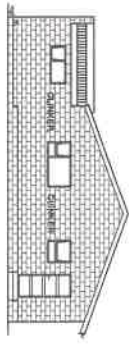
SECTION B-B 1:100



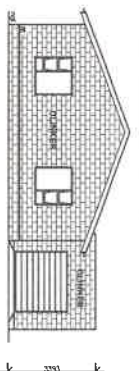
SECTION A-A 1:100



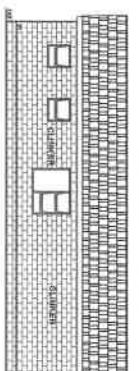
BACK ELEVATION 1:100



FRONT ELEVATION 1:100



SIDE ELEVATION 1:100



Annexure A

Tree list

Where	SA Tree number	Afrikaans Naam	English Name	Scientific Name	Notes
Beaches	333.2	Kuskamferbos	Camphor Bush	<i>Tarchonanthus littoralis</i>	Must be species <i>littoralis</i> . Most suitable. Evergreen, hardy. Wind and drought resistant.
Beaches	724	Kusvaalbos	Silver Oak	<i>Brachylaena discolor</i>	Evergreen, hardy.
Beaches	579	Melkhout	Milkwood	<i>Sideroxylon inerme</i>	Grows in difficult circumstances close to the sea.
Parks	617	Olienhout	Wild Olive	<i>Olea europaea</i> subsp <i>africana</i>	Aggressive root system.
Parks	16	Outeniekwa-geelhout	Outeniqua Yellowwood	<i>Podocarpus falcatus</i>	Requires other trees to let it grow upward.
Parks/ Sidewalks	298	Essenhout	Cape Ash	<i>Ekebergia capensis</i>	Grow easily. Attract birds.
Parks	141	Wit Els	White Alder	<i>Platylophus trifolius</i>	Slow grower.
Parks	618	Swartysterhout	Black Ironwood	<i>Olea capensis</i> subsp. <i>macrocarpa</i>	Needs other trees to grow straight as it reaches for the sun.
Parks	118	Swartstinkhout	Black Stinkwood	<i>Ocotea bullata</i>	Needs other trees to grow straight as it reaches for the sun.
Sidewalks	494	Wilde Perske	Wild Peach	<i>Kiggelaria africana</i>	Hardy.
Sidewalks	471	Drolpeer	Wild Pear	<i>Dombeya rotundifolia</i>	Fast grower. Drought resistant.
Parks/ Sidewalks	39	Witstinkhout	White Stinkwood	<i>Celtis Africana</i>	Drought resistance
Sidewalks	578	Kaapboekenhout	Cape Beech	<i>Rapanaea melanophloes</i>	Non-invasive root system.
Parks/ Sidewalks	189	Koorsboom	Fever tree	<i>Vachellia xanthophloea</i>	Fast growing
Parks	172	Soetdoring	Sweet thorn	<i>Vachellia karoo</i>	Fast-growing
Parks	670	Notsung	White olive	<i>Halleria lucida</i>	Attracts Birds & Bees