

**STATEMENT OF MISSION AND GOALS, CONSTITUTION AND BYLAWS  
of  
GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION**

**FOR THE CONTROL AND MANAGEMENT of the DEVELOPMENT known as  
GQUNUBE GREEN ECOVILLAGE**

**1 DEFINITIONS**

In the interpretation of this Statement of Mission, Goals and Proposal, Constitution and By-laws, unless the context otherwise indicates: -

- a. 'Association' means the GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION, comprised of the owners of the private erven and CET;
- b. 'Chairperson' means the Chairperson of the various circles of GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION or the Chairperson of a general meeting of the said Association, depending upon the context in which the word is used;
- c. 'Local Authority' means the Local Authority having jurisdiction over the erven;
- d. 'Member' means a member of the GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION;
- e. 'Month' means a calendar month;
- f. 'Private Erven' means the residential erven owned by members of the GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION that are zoned as Residential Zone 3;
- g. 'Co-Housing Unit' means the residential units owned by members of the GQUNUBE GREEN ECOVILLAGE HOMEOWNERS ASSOCIATION that are located on the erven zoned as Residential Zone 3;
- h. 'Roadways' means any roads within GQUNUBE GREEN ECOVILLAGE intended for vehicular traffic;
- i. Plurals Unless the context otherwise requires, any words importing the singular shall include the plural, and any words importing one gender shall include the other;
- j. 'Year' means a calendar year;
- k. 'Circle' is the equivalent of a committee;
- l. 'Covenants' refers to the Statement of Mission and Goals, Constitution and Bylaws of the Gqunube Green Homeowners Association;
- m. 'CET' the D.T. Hudson Christian Ecovillage Trust;
- n. 'GG' Gqunube Green Ecovillage;
- o. 'Resident' a proprietor or occupier of an erf or Co-Housing Unit;
- p. 'EMP' Environmental Management Plan.

**2 STATEMENT OF MISSION AND GOALS AND PROPOSAL.**

**2.1 Statement of Mission:**

Gqunube Green Ecovillage exists to promote a sustainability, which builds the Triple E's of Ecology, Equity, and Economy and integrates a Christian spirituality of love for God's creation.

Gqunube Green was established as an ecovillage by the CET to embody a way of life that is environmentally, socially, and financially sustainable and informed by the Christian calling to care for God's creation, which is further embodied by the document - An Evangelical Declaration on the Care of Creation

**2.2 Goals:**

Gqunube Green will follow the principles of Holistic Management and its related disciplines of Land Planning and Grazing Planning. Gqunube Green will use the "Pattern Map of a Conservation Economy". Gqunube Green will use the sociocratic decision making system.

2.3 Proposal Document:

The proposal document submitted to Amatola Regional Municipality will form part of the documents which articulate the direction of GG.

2.4 Ownership of Farms 792 and 793:

Farm 792 will remain registered with the CET. Farm 792 will be used for sustainable agricultural purposes. Buildings and outbuildings related to sustainable agriculture will be limited to a maximum of 2.5% coverage of the size of farm 792. Other infrastructure related to sustainable agriculture such as shade cloth nurseries and/or aquaculture ponds and support structures, will be limited to a maximum of 10% of the size of Farm 792. Such infrastructure must be environmentally designed, constructed and positioned as determined by the CET staff after consultation with the Land Management Circle of the GG Homeowners Association.

The Remainder of Farm 793 East London (being the land which is not land laid out as Private Erven or for Co-Housing Units) will remain registered in the name of the CET. It will be used for sustainable agricultural purposes except for those portions that are presently covered by indigenous forest which shall be preserved as a nature conservation area. No buildings, bush clearing or development of any kind will be permitted in the said nature conservation area with the only exception being that area on Farm 793 marked as "Church Retreat Site" on the map contained in the Buffalo City approved subdivisional plan dated 31 January 2003. This condition related to the use of the remainder of Farm 793 may not be amended except with the written consent of the CET and the unanimous written consent of the owners of all of the Private Erven in GG Ecovillage.

2.5 The Home Owners' Association will control the farming of the agricultural areas of Farm 793, excepting that of the Learning Centre, and will permit the CET and owners of Private Erven, to have access to the remainder of the property for agricultural purposes (subject to the conditions as these are established by the Home Owners' Association through the Land Management Circle). Further the Home Owners Association will permit the CET and owners of Private Erven, their family and guests access to the remainder of the property for recreational purposes (subject to the control of the Home Owners Association through the Land Management Circle).

The CET will retain control of the farming operations of Farm 792 and will allow owners of Private Erven on Farm 793, their families and guests access to the Gqunube River and to traverse the property on designated hiking trails and/or roads (subject to the control of the CET).

2.6 Ownership and restrictive conditions in Notarial Deed and Title Deeds of farms:

The conditions contained in paragraph 2.4 and 2.5 shall be incorporated into a Notarial Deed to be signed by the CET and the Home Owners' Association and shall be registered as conditions in the Title Deeds of Farm 792 and the Remainder of Farm 793.

### 3 CONSTITUTION

3.1 GG Homeowners Association

Gqunube Green Ecovillage Homeowners Association is structured according to a system of task and management based circles and uses a decision-making system called sociocracy to set policies and rules efficiently while respecting each other. Under this system there will be three levels of circles: Task Circles, a General Circle and a Top Circle. With sociocracy, the basis of decision-making is consent, which uses the principle of no objection.

3.2 Task Circles

Task Circles manage the various aspects of GG Ecovillage:

1. Architectural and Environmental Design Circle
2. Covenant Compliance
3. Economic Development
4. Facility Maintenance
5. Finance
6. Land Management
7. Social and Pastoral

Each Task Circle operates freely within given parameters in its own area of responsibility for the ecovillage. Each is responsible for educating its own members in its work and keeping its own records. All members of GG Ecovillage choose to participate in any of the Task Circles that have been legally constituted. Task Circle members elect a chair and a representative for membership of the General Circle by the 15 January each year.

3.2.1 Architectural and Environmental Design Circle

The object of this circle is to establish standards to protect and enhance the environmental quality, visual beauty, and property investment value of GG Ecovillage. It will be responsible for the ongoing development of the EMP. The Circle will promote maximum energy independence of GG. It will process requests for architectural and environmental design changes throughout the Property.

3.2.2 Covenant Compliance Circle

The object of the Covenant Compliance Circle is to ensure fair and timely enforcement of all the Covenants. These include the Statement of Mission, Goals and Proposal, Constitution and By-laws. This circle will ensure compliance to the EMP.

3.2.3 Economic Development Circle

The object of the Economic Development Circle is to initiate and promote economic activity for the financial and social benefit of the Association, the residents of GG and the greater community within the parameters of the Covenants.

3.2.4 Facility Maintenance Circle

The object of the Facility Maintenance Circle is to provide for inventory, preventive maintenance, repair, and security of buildings and equipment held in common; facilitate the homeowner waste pick-up and recycling programme, and promote well-maintained residential exteriors. This circle will ensure adherence and implementation to the EMP.

3.2.5 Finance Circle

The object of the Finance Circle is to ensure integrity of the fiscal and administrative systems and appropriate operation of financial transactions of the Association within the parameters of the Covenant. The Circle will meet generally accepted accounting standards. The circle will manage in all its transactions and records the Association's cash to the advantage of the organization and the circle will take appropriate measures to collect revenues due. The Circle will minimize expenses.

3.2.6 Land Management Circle

The object of the Land Management Circle is to ensure that land management activities are carried out so as to preserve and restore biodiversity, quality and abundance of natural resources and balance of natural systems in accordance with our Covenants and that outdoor amenities, such as roadways, pedestrian paths and trails are maintained to support community life, all in accordance with the EMP.

3.2.7 Pastoral and Social Circle

The object of the Social Circle is to foster a spirit of community, neighbourhood collaboration and residents' ongoing understanding and knowledge related to GG goals and objectives, and promote positive relations with the larger world.

3.3 General Circle

3.3.1 Duties and Composition

The General Circle (Management Committee) will manage the general operations of the whole ecovillage and is responsible for the development of the EMP for the ecovillage. Membership will consist of the chairs of each of the Task Circles and representatives from the Task Circles. The first meeting of the year meets directly after the annual Task Circle elections. Chairpersons and Task Circle representatives elect the General Manager.

3.3.2 Election

Save for the provisions of Clauses 3.6.1 and 3.6.2 the General Circle membership shall be elected at the first annual meetings of the Task Circles and shall hold office until the next succeeding annual Task Circle elections, but shall be eligible for re-election save for the provisions of clauses 3.11.8 of the by-laws.

3.4 Top Circle

3.4.1 Composition

There will be a Top Circle composed of the General Manager, 2 representatives elected from the General Circle, the chairperson of the CET and Director of the GG Learning Centre (should these be different), and 2 CET representatives as chosen by the CET Trustees and other persons invited by the Top Circle because of their special expertise in areas vital to GG ecovillage.

3.4.2 First and Subsequent Chairpersons

The first Chairperson of the Top Circle shall be the chairperson of the CET or his nominee, who shall hold office as such until the first Top Circle election when he shall retire as Chairperson, unless re-elected, but continue as a Top Circle member.

3.4.3 Termination of Membership

A Top Circle member shall be deemed to have vacated his office upon his Estate being sequestered or surrendered, or having been convicted of a criminal offence involving dishonesty or becoming of unsound mind or upon his resignation.

3.4.4 Election

Save for the provisions of Clauses 3.6.1 and 3.6.2 the Top Circle membership shall be elected at the first meeting of the General Circle taking place after the elections held by the Task Circles and shall hold office until the next succeeding Task Circle elections, but shall be eligible for re-election save for the provisions of clause 3.11.8 of the by-laws.

3.4.5 Term of Office

Each Top Circle and General Circle member shall hold office from the date of his election until the next Top Circle and General Circle elections at which meeting he shall be deemed to have retired, but will be eligible for re-election to the Top or General Circle at such meeting. Upon any vacancy occurring in the Top Circle prior to the next round of annual elections at Task Circle level the vacancy shall be filled by a person nominated by the remaining members of the General Circle. Upon any vacancy occurring in the General Circle prior to the next round of annual elections at Task Circle level, the vacancy shall be filled by a person nominated by the Task Circle from which the General Circle member originated.

3.5 Membership

It is a condition of ownership of a Private Erf that the owners thereof shall be members of the Association and Deeds of Sale between the CET and Purchasers shall contain a condition to this effect. The CET shall refuse transfer until the Purchasers sign and bind themselves to membership.

It is a condition of ownership of a Co-Housing Unit that owners shall be members of the Association and any Deeds of Sale between the CET and Purchasers shall contain a condition to this effect. The CET shall refuse transfer until the Purchasers sign and bind themselves to membership

3.5.1 Membership

Membership of the Association shall be confined to the registered owners of the Private Erven, the registered owners of the Co-Housing Units and the CET

3.5.2 Joint Ownership of Erven or Co-Housing Units

Where any such owner of a Private erf or a Co-Housing Unit is more than one person, all registered owners of that erf or unit shall be deemed jointly and severally to be one member;

3.5.3 Cessation of Ownership of Erven or Co-Housing Units

When members cease to be registered owners of Private Erven or Co-Housing Units, they shall ipso facto cease to be members of the Association;

3.5.4 Non Transfer of ownership

Members shall not transfer Private erven or Co-Housing Units unless it is a condition of transfer that Transferees bind themselves, as contracts for the benefit of the Association, to become members of the Association. The registration of that Private Erf or Residential Unit into the name of that transferee shall ipso facto constitute the Transferee a member of the Association;

3.5.5 Non Resignation

The registered owner of a Private Erf or Co-Housing Unit may not resign as a member of the Association;

#### 3.5.6 Non Transference

The rights and obligations of a member shall not be transferable, except as provided for in clause 3.5.8, and every member shall: -

Further the objects and interests of the Association; and observe this Constitution, all by-laws, regulations and rules made by the Association or one its legally constituted Circles;

#### 3.5.7 Outstanding Levies

Members may not transfer ownership of Private Erven or Co-Housing units, unless all levies due and owing by them to the Association, up to the date of such transfer, have been paid or secured to the satisfaction of the Finance Circle and they have obtained a Certificate signed by or on behalf of the Finance Circle to that effect.

#### 3.5.8 Rented Accommodation.

A registered owner of a Private Erf or Co-Housing Unit, upon renting a home out, thereby permits the rental resident to fully participate in any of the Task Circles of the Homeowners Association subject to the condition that the rental resident shall further the objects and interests of the Association; and observe this Constitution, all by-laws, regulations and rules made by the Association. The only exception to the above is that non-owner residents will have no right to vote at an AGM.

### 3.6 Commencement

The Association shall come into being in terms of Section 2 of the Land Use and Planning Ordinance no 15 of 1985 (Cape) and commence operation in terms of this Constitution and By-laws upon the transfer of the first Private Erf by the CET to a member, provided that –

#### 3.6.1 Commencement after Registration of 17 Erven

All requirements in terms hereof as to Meetings and Circles and so forth shall not apply until **SEVENTEEN (17)** Private Erven have been transferred to Members;

#### 3.6.2 Pre Commencement Status

Until such time as **SEVENTEEN (17)** Private Erven have been transferred, meetings of the CET, or existing members and the CET, shall be regarded as proper meetings, and such meetings shall carry out the work of the Task, General and Top Circles and other duties or obligations required of them and shall be fully bound in terms of the provisions of this Constitution and By-laws and no business transacted or resolutions passed shall subsequently be invalidated by reason of such meetings having constituted less than a quorum, or for any other reason.

### 3.7 General Meetings

#### 3.7.1 Date of Meetings

The Association shall hold a general meeting before **15 April** as its Annual General Meeting. Notice of such Annual General Meeting shall be called by fourteen (14) days notice in writing to each member

#### 3.7.2 Accidental Omission

Accidental omission to give notice in writing of a meeting (or any special resolution) shall not invalidate the proceedings (or any resolution passed,) at any meeting.

#### 3.7.3 Matters Dealt With

The following matters shall be dealt with at every Annual General Meeting: -

- i. The receipt of the Chairman of the Top Circle's, who chairs the AGM, report
- ii. The consideration of any matters raised at the meeting. All such matters, excepting 3.7.3. iv. below, shall be referred by the AGM to the appropriate Circle(s) for action;
- iii. The receipt of the balance sheet of the Association;
- iv. Written notice of any resolution to amend this Constitution shall be given by the proposer thereof to all members at least 14 days before the date of the meeting at which such resolution shall be proposed. No amendments to this constitution will be valid unless passed by a 2/3 majority of the members present and voting at the meeting at which such resolution is proposed.

#### 3.7.4 Voting

Voting shall be as follows: -

- Every member present in person or by proxy shall have one vote for each Private Erf or Co-Housing Unit registered in his name, provided that if an Erf or Co-Housing Unit is registered in more than one person's name, then they shall jointly have one vote;
- The CET as the owner of the Learning Centre and the remainder of Farm 793 shall have votes equivalent to 1/3 of the sum of the number of Private Erven and Co-Housing Units, plus one. This shall be cast by the Chairperson of the CET after consultation with the CET Board;
- Voting shall be in writing by way of a secret poll unless the Chairperson otherwise directs. The election of a Chairperson (if necessary) shall be decided by a show of hands by a majority of members present in person or by proxy;
- Every resolution shall be seconded and if not seconded shall be deemed not to have been proposed;

#### 3.7.5 Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, such quorum being such of the members entitled to vote as together represent one half of the total votes of all the members of the Association entitled to vote. If a quorum is not present the meeting shall stand adjourned to the same day in the following week at the same place and time, and if at such adjourned meeting a quorum is not present, those members present shall constitute a quorum.

### 3.8 Functions of the Task, General and Top Circles

#### 3.8.1 Constitutional Obligations

The Circles, acting as set out by this Constitution, shall manage and control the business and affairs of the Association, with full powers of management, and exercise all powers of the Association and do all such acts on behalf of the Association as may be exercised by the Association in general meeting;

#### 3.8.2 Make regulations

The General Circle may make regulations, by-laws and rules not inconsistent with this Constitution and By-laws, in furtherance and promotion of the objects of this Association and for the better management of the affairs of this Association, for the advancement of the interests of its members and to assist it in administering and governing its activities generally.

#### 3.8.3 Frequency of Meetings

Meetings of the different Circles shall be held at least once every quarter, unless all members unanimously waive the holding of such meetings.

#### 3.8.4 Quorum at Meetings

A meeting of a Circle shall be legally constituted if two members are present.

#### 3.8.5 Chairperson

The Chairperson shall preside at all such meetings, whom failing the Vice Chairperson, whom failing a person appointed by those Circle members present;

#### 3.8.6 Minutes

Every Circle shall cause minutes to be taken of every Circle meeting, which shall be reduced to writing and certified as correct by the Chairperson.

#### 3.8.7 No Remuneration

The Circle members shall not be entitled to remuneration for their services other than bona fide out of pocket expenses incurred and vouched for, and then only about the business of the Association.

#### 3.8.8 Decide Levies

The levy payable by each owner of a Private Erf shall be an equal share of the amount which the General Circle considers it will require to enable the various Circles to carry out

their functions, such equal share to be calculated as a fraction of the number of Private Erven sold to date.

The levy payable by each owner of a Co-Housing Unit shall be determined at the appropriate time by the Land Management Circle in consultation with the General and Top Circles of the Association and the CET.

#### 3.8.9 Legal proceedings

The Association shall have the power to institute legal proceedings against any member who does not pay his or her levies on due date.

### 3.9 Levy

#### 3.9.1 Recommendation of Levies by Finance Circle

The Finance Circle shall from time to time recommend levies be made upon the members for the purpose of meeting all the expenses which the Association has incurred, or to which the Finance Circle reasonably anticipates the Association will be put by way of maintenance, repair, improvement, and for payment of services rendered, salaries/wages of the employees of the Association and generally for the payment of all expenses reasonably incurred in the management of the Association. Such recommendations shall be passed by the General Circle. The levy will be calculated in accordance with the compliance audit of each individual house as carried out by the architectural circle. Compliance audit will take place annually. The star rating for compliance will be set out by the Architectural and Environmental circle.

#### 3.9.2 Running Expenses calculated by Finance Circle

The Finance Circle shall estimate the amount which shall be required by the Association to meet expenses during each year, and shall impose a levy upon members equal as nearly as possible to such estimated amount. The Finance Circle may include in such levy/levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be made by equal monthly installments due on the first day of each succeeding month and year.

#### 3.9.3 Special Levies

The Finance Circle may recommend from time to time, special levies be made upon the members in respect of all such expenses referred to in 3.11.1 hereof. Such recommendations will be acted upon by the General Circle.

#### 3.9.4 Interest on Overdue Amounts Determined by Finance Circle

Any amount due by a member by way of a levy shall be a debt due by him to the Association and overdue levies shall bear interest at a rate to be determined by the Finance Circle. The Finance Circle may choose to follow an alternative remedial action that is mutually agreeable to both parties. The obligation of a member to pay a levy shall cease upon his ceasing to be a member. No levies or interest paid by a member shall be repayable upon ceasing to be a member.

#### 3.9.5 Full amount of Levy Due on Transfer

The full amount of the levy and any arrears is payable by the old owner of an erf on transfer of title from the CET to the new owner.

### 3.10 Contracts and Regulations – General Circle

The General Circle may from time to time authorise and promulgate regulations recommended by the various Task Circles governing inter alia: -

#### 3.10.1 Regulations re External Appearance

The external appearance of and maintenance of the Private Erven and Co-Housing Units and the improvements erected thereon;

#### 3.10.2 Comply and be Bound by Regulations

Members of the Association undertake that they shall comply with and be fully bound by such regulations;

#### 3.10.3 Specialist Consultants

The General Circle shall have the right to engage, or authorize the engagement by any Circle, on behalf of the Association the services of Accountants (or suitably qualified Bookkeepers) Attorneys, Architects, engineers or any other professional person or firm for

any reason thought necessary by the General Circle and on such terms as the General Circle shall decide;

#### 3.10.4 Review Financial Reporting

Once a year the Finance Circle shall lay before the General and Top Circles and AGM an income and expenditure account for the preceding financial year of the Association or in the case of the first account, for the period since the commencement of the Association, together with an audited balance sheet made up as at the last financial year of the Association and a report of the finances of the Association during the year under review.

### 3.11 Objects and Powers

The objects and powers of the Association shall, through the various Circles established by Clause 3.2 of the Constitution be: -

#### 3.11.1 Maintenance and Promotion of Common Interest

To control, maintain, repair and keep in good order all areas, roadways, and all services, common to, and or which serve and relate to the aforesaid erven following upon the aforesaid subdivision and development of the erven and to promote the common interest (according to the Covenants) of the members as registered owners of the aforementioned immovable property;

#### 3.11.2 Compliance with legal requirements

To do all things necessary relative to the reasonable and lawful requirements of the Local Authority or its successor,

#### 3.11.3 Enforcement

To enforce the observance of the by laws of the Association and the provisions of the Constitution and to deal with any infringement thereof;

#### 3.11.4 Operate Bank Account

To open and operate a banking account;

#### 3.11.5 Invest Moneys

To invest any moneys of the Association not immediately required for any of these objects or purposes in such manner as may from time to time be determined;

#### 3.11.6 Manage and Maintain Open Spaces

To manage and maintain the open space;

#### 3.11.7 To do all such other lawful things as are incidental or conducive to the attainment and performance of the objects of the Association;

#### 3.11.8 Circle members may, within any 10 year period, hold any position on the various Circles for a period of 5 years, be it for a period of consecutive or separate years only.

#### 3.11.9 In the event that any members of any Circles (in any matter discussed or proposed by a Circle) have specific or declared interest, that interest must be revealed prior to further discussion or decisions of the appropriate Circle being made on that matter.

#### 3.11.10 Such a member (3.11.9) of the Circle shall cause a notice of declaration of the interest to be placed in some public place. Such a member shall refrain from taking part in the discussions or decision making on such matters.

### 3.12 Building Time Limit

#### 3.12.1 Construction of the homeowner's building, in accordance with building plans as approved by the Architectural and Environmental Design Circle and the Local Authority, is required to reach a stage of practical completion within the following time period:

- i) seven years of the date of infrastructure handover (ie 12 December 2011) from the CET to the Homeowners Association, for all transferees prior to this date. Subsequent transferees or owners of such erven will not be entitled to extensions of this time frame;

or

- ii) seven years of the date of transfer from the CET to the first or subsequent transferees thereof, where transfer is after 12<sup>th</sup> December 2011;



hereinafter known as the “date of transfer”.

- 3.12.2 The Architectural and Environmental Design Circle must first approve building plans before submission to the Local Authority for their approval.
- 3.12.3 The above is subject to penalties levied at the sole and absolute discretion of the Financial Circle in accordance with a regularly submitted Plan Register from the Architectural and Environmental Design Circle, to be imposed in accordance with the following “penalty time periods”:
- 3.12.3.1 If such building plan has not been submitted to the satisfaction of the Architectural and Environmental Design Circle and approved by the Local Authority within three years from the date of transfer, then the owner of such erf shall be liable to pay the Association a monthly penalty levy which is one times the amount of the ordinary levy, in addition to such ordinary levy, from the three year date aforesaid.
- 3.12.3.2 If such building has not been completed to the satisfaction of the Architectural and Environmental Design Circle within seven years from the date of transfer, then the owner of such erf shall be liable to pay the Association a monthly penalty levy which is four times the amount of the ordinary levy, in addition to such ordinary levy, until the date of completion of the said building.
- 3.12.4 No penalty levies will be imposed where the penalty time periods have not been exceeded. Thus a person submitting their design early will still enjoy a time frame of three years plus four years to complete construction.
- 3.12.5 Any infraction of a penalty time period has to be rectified immediately by the homeowner.
- 3.12.6 The penalty time periods are discrete, which means that failure to comply with the second penalty time period triggers the more onerous penalty.
- 3.12.7 There is no retrospective exoneration of penalties imposed in respect of the previously applicable Clause 3.12.4 (“submission of building plans”) but there are no penalties to apply in respect of the previously applicable Clause 3.12.5 (“start of construction”) which is retrospectively withdrawn.
- 3.12.8 Practical completion is defined as submission to the Architectural and Environmental Design Circle of the Local Authority Occupation Certificate. For non-standardised buildings, an Agreement Certificate or a MANTAG certificate are additional requirements.

#### 4 BY – LAWS

##### 4.1 By-law 1: Principles of Use

- 4.1.1 In terms of our Statement of Mission to live a sustainable life:

###### Principles of Use – General Description

The erven contained in the Plan of GG and the common property contained therein shall at all times be used, managed and controlled so as to conform with

- Care for the Earth
- Care for People and
- Sharing of Surplus (knowledge, stock, goods and services etc)

No use or activity upon any erf or upon the common property shall be performed or conducted contrary to such principles:

###### 4.1.1.1 Enjoyment of Flora and Fauna

The flora and fauna will be respected at all times and utilized in such manner as will preserve the environment with full recognition of the environmental sensitivity of the area and the feeding of wildlife is forbidden.

###### 4.1.1.2 Co-operation of Residents

A resident shall co-operate with the overall property policy and design in relation to general landscape, re-forestation, forestry, agriculture and aquaculture.

- 4.1.1.3 **Permission for Certain Activities**  
 A resident shall obtain the permission of the Land Management Circle and/or obtain appropriate permits and/or licences for the use of non-lethal traps or to hunt or fish. These animal management activities are to be in accordance with all current laws, regulations, guidelines and by-laws of government, appropriate non-government bodies and the GG Homeowners Association.
- 4.1.1.4 **Access to Common Property and Fires**  
 Residents shall not do or permit to be done or omitted, any act which might obstruct or tend to disrupt access to the common property or the surrounding area by any persons. Further, residents of an erf must obtain permission of the Land Management Circle for the lighting of fires, other than those lit in a dedicated braai area or safe braaing device, on their erven or the common property.
- 4.1.1.5 **Permission for Removal of Trees**  
 Residents shall obtain permission of the Land Management Circle for the removal of a living or dead non-alien vegetation or trees on their erven or the common property.
- 4.1.1.6 **Permission to Use Undesirable Chemicals**  
 Residents shall obtain permission of the Land Management Circle for the use of undesirable chemicals as provided in the list of such chemicals provided by the Land Management Circle from time to time.
- 4.1.1.7 **Best Endeavours to Preserve Principles of Use**  
 Residents shall use their best endeavours to preserve now and at all times in the future the principles stated above for use or activity over an erf or common property.
- 4.1.2 **Act of Omission Constitutes a Breach of By-laws**  
 Any act or omission done or omitted to be done in contravention of the principles expressed in this by-law shall constitute a breach of these by-laws.
- 4.2 **By-law 2: Breach of Laws**
- 4.2.1 **Respect for Determination by Covenant Compliance Circle**  
 The reasonable determination of the Covenant Compliance Circle as to whether or not there has been a breach of the provisions of any by-laws, shall be respected by the residents of all erven. Any dispute as to whether or not the decision of the Covenant Compliance Circle is correct shall be referred to the Top Circle, or those delegated by the Top Circle, whose decisions shall be binding on the residents of all erven.
- 4.3 **By-law 3: Building Application Approval**
- 4.3.1 **Preliminary Discussion with Architectural & Environmental Design Circle**  
 Residents, before engaging an architect, shall have preliminary discussions with the Architectural and Environmental Design Circle about their proposed houses. Residents shall submit for approval to the Architectural and Environmental Design Circle or to such persons who shall from time to time be appointed as agents of the Architectural and Environmental Design Circle, site and layout plans for all constructions and/or alterations to the subject land prior to submission for approval by the relevant local authority.
- 4.3.2 **Use of Inappropriate Chemicals**  
 In recognition of the above principles, and in particular by-law 1 (4.1.1.6), no building approval will be given to any plan for/or construction and/or alterations specifically requiring the application of those chemicals referred to in by-law 1 (4.1.1.6). Where there has been a deemed contravention of by-law 1 (4.1.1.6), the Architectural and Environmental Design Circle at the defaulting resident's cost, is to conduct the appropriate testing of the site to assess the damage caused and recommend the appropriate action to be taken by the resident at fault with respect to same.
- 4.3.3 **Non-negotiable Environmental Requirements**

Each resident shall ensure that the design of their dwelling complies will non-negotiable environmentally friendly requirements as outlined out in the current EMP or any amendment thereof.

- 4.4 By-law 4: Building Restrictions
- 4.4.1 Building Lines
- The following building lines would apply to all erven zoned as private erven:  
Front boundary 5 metre except for car ports which can be built on boundary  
Rear boundary 1 metre  
Side boundaries 2 metre, minimum of 1,5metre with an aggregate of 4 metres
- Notwithstanding these building lines, fire safety distance lines, or any other criteria contained in the National Building Regulations, are applicable.
- 4.4.2 Coverage
- A maximum of 25% of the total site area may be built upon. Cantilever walls would be included in building area, but roof overhangs would be excluded.
- 4.4.3 Height restriction
- A structure may consist of a maximum of two storeys, inclusive of a basement and no part of the structure may extend above a horizontal plane located seven meters above the highest point on the site.
- 4.4.4 Ground Stability
- No excavations within a site boundary may destabilize or undermine any adjacent property or common land. The angle of repose for soils is taken as 30°. Any slope steeper than this must be retained by a retaining structure designed and certified by a registered engineer.
- 4.5 By-law 5: Business Application Approval
- 4.5.1 Submission of Business Applications to Economic Development Circle
- Residents shall submit for approval to the Economic Development Circle or to such persons who shall from time to time be appointed as agent on behalf of the General and Top Circles, detailed proposals for the conduct of any business from any erf within or on the common property of the GG Ecovillage.
- 4.6 By-law 6: Noise and Behaviour
- 4.6.1 Restriction of Noise
- A resident shall not upon the erven or the common property create any noise and/or behaviour likely to interfere with the peaceful enjoyment of the resident of another erf or any person lawfully using common property.
- 4.7 By-law 7: Vehicles
- 4.7.1 Driving Restrictions
- A resident shall endeavour to avoid parking or standing any motor vehicle or other vehicle upon common property except with the consent in writing of the Land Management Circle. Nor shall any person drive or cause to be driven a motor vehicle within or upon common property at a speed in excess of 40 kilometers per hour. Nor shall any person drive or cause to be driven a motor vehicle on service roads, grasslands or in forests without permission of the Land Management Circle.
- 4.7.2 Compliance with Municipal, Provincial & National Regulations
- Any motor or other vehicle driven upon an erf or common area shall comply with municipal, Provincial and National traffic regulations in that it must be in a roadworthy condition, the driver to be duly licensed and the vehicle duly registered.
- 4.8 By-law 8: Eradication of Weeds and Fire risk
- 4.8.1 Abide by policy

Residents shall abide by the EMP regarding the eradication of alien vegetation and minimization of fire risks. (The Land Management Circle shall supervise this responsibility).

- 4.9 By-law 9: Behaviour of Invitees
  - 4.9.1 Resident Responsible

Residents shall take all reasonable steps to ensure that their invitees behave in a manner not likely to interfere with the peaceful enjoyment of the resident of another erf or of any person lawfully using common property, not to cause or contribute to any breach of these by-laws.
- 4.10 By-law 10: Behaviour of Children
  - 4.10.1 Resident Responsible

Residents shall take all reasonable steps to ensure that their children or children of an invitee behave in a manner not likely to interfere with the peaceful enjoyment of the resident of another erf or any person lawfully using common property, nor to cause or contribute to any breach of these by-laws.
- 4.11 By-law 11: Depositing of Rubbish on Common Property (see by-law 1 - 4.1)
  - 4.11.1 General Prohibition

No resident shall deposit or throw upon the common property any rubbish, dirt, or other material likely to interfere with the peaceful enjoyment of the resident of another erf or of any person lawfully using common property.
- 4.12 By-law 12: Storage of flammable Liquids
  - 4.12.1 Consent Required

Residents shall obtain the consent in writing of the Land Management Circle to use or store upon any erf or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes.
- 4.13 By-law 13: Refuse Disposal (see by-law 1 - 4.1)
  - 4.13.1 Compliance with Recycling Programme

Residents shall, in accordance with a recycling programme as provided by the EMP, maintain receptacles on the erf for recycling refuse.
- 4.14 By-law 14: Keeping of Animals
  - 4.14.1 Consent of General Circle

In accordance with the principles of use, residents may, with the consent of the General Circle only, keep certain domestic animals or fowl on an erf or the common property but this shall be subject to the provisions of any local authority regulations and the Land Management Circle.
  - 4.14.2 Prohibition of Dogs and Cats

The keeping of cats is prohibited, save that subject to a written motivation being submitted to the Land Management Circle, permission may be granted by this Circle to those moving onto plots with existing full grown dogs to retain them.
- 4.15 By-law 15: Illegal Use of Erf Prohibited
  - 4.15.1 Illegal use Prohibited

Residents shall not use any erf for any purpose which may be illegal or injurious to the reputation of the ecovillage.
- 4.16 By-law 16: Receipt of official Notices
  - 4.16.1 Distributed to members within 2 days

A notification of receipt of any official notices served on the Homeowners Association by either any government departments, CET or their agents, relating to planning issues that may have some impact on residents, shall be distributed to all members within two working days of receipt, and copies of the official notices shall be promptly made available at cost and on the request of members, and the General Circle be responsible to clear the Homeowners Association mail box a minimum of three times per week.

4.17 By-law 17: CET offered right of First Refusal

4.17.1 CET will be offered the right of first refusal by any owners deciding to sell their erven and may purchase the property or nominate some other person to do so. If it wishes to exercise this right it shall notify the seller in writing within 10 days of the property being formally offered to it in writing. Should the seller lower the price after CET has declined to exercise this right in writing, the seller must offer CET first refusal in writing at this new price.

Should the CET decide to sell Farm 792 or remainder of Farm 793, it shall first extend the offer to the Homeowners Association who shall have 10 days to reply in writing. Should the Farms not be sold to the Homeowners Association, any purchasers of said farms shall be bound by the existing rights of the residents.

#### **LIST OF UNDESIRABLE CHEMICALS**

(See by-law 1(4.1.1.6))

All synthetically compounded substances except for those allowed for in the Gqunube Green Land Use Policy and/or NASAA Standards.

*I confirm that I have read the constitution and that this document is the one referred to in the Deed of Sale for Erf number .....*

*Signed ..... Date .....*