

**ROBBERG RIDGE PRIVATE ESTATE
HOME OWNERS' ASSOCIATION
CONSTITUTION**

Revised : December 2019

1. NAME AND ESTABLISHMENT

- 1.1 The name of the Association is the ROBBERG RIDGE PRIVATE ESTATE HOME OWNERS' ASSOCIATION;
- 1.2 The Association is constituted and has been established by the members as a Home Owners' Association pursuant to, *inter alia*, the provisions of Section 29 of the Land Use Planning Ordinance No. 15 of 1985.

2. THE ASSOCIATION

2.1 MAIN BUSINESS

The Main Business of the Association is the promotion, advancement and protection of the interests of the Members, in their capacity as such, at ROBBERG RIDGE PRIVATE ESTATE.

2.2. MAIN OBJECTS

- 2.2.1 The main objects of the Association shall be to promote the communal interest of the Members and shall include but not be limited to:
 - 2.2.1.1 The care, maintenance, upkeep and control of the Common Area, i.e. that portion of the development that does not form part of the layout for residential/commercial erven, including all services constructed within the Common Area and to ensure that applicable Municipal Services are supplied to ROBBERG RIDGE PRIVATE ESTATE as more fully described in the Services Agreement;
 - 2.2.1.2 The formulation and enforcement of rules and regulations at ROBBERG RIDGE PRIVATE ESTATE
 - 2.2.1.3 The formulation and enforcement of aesthetic and environmental standards and Architectural Guidelines at ROBBERG RIDGE PRIVATE ESTATE
 - 2.2.1.4 The provision and maintenance of access and egress control, and the management of the security at ROBBERG RIDGE PRIVATE ESTATE;
 - 2.2.1.5 To own Common Property and any improvements erected thereon and to have servitudes registered in its favour over erven in ROBBERG RIDGE PRIVATE ESTATE for the benefit of one or more erven in ROBBERG RIDGE PRIVATE ESTATE;

2.2.1.6 The preservation of the low density residential nature of ROBBERG RIDGE PRIVATE ESTATE and the implementation of the Environmental Management plan.

2.2.2 Without limiting the generality of the powers specifically referred to below, the Association shall, subject to this constitution, have the power to do such acts as may be necessary to accomplish the objects referred to herein.

2.3 MEMBERSHIP

Membership of the Association shall be compulsory for and limited to every registered owner of an Erf in ROBBERG RIDGE PRIVATE ESTATE, Plettenberg Bay as reflected on the general plan, approved for a group housing scheme (which general plan will be amended and re-registered at the office of the surveyor general), and the transferee of an erf shall be deemed to have become a member of the Association, subject to all the obligations of membership, forthwith upon registration of transfer an erf into his name;

2.4. A Member shall not be entitled to sell or transfer a Erf unless it is a condition of the sale and / or transfer that:

2.4.1. the transferee shall become a Member of the Association;

2.4.2. the registration of the transfer of the Erf into the name of that transferee shall *ipso facto* constitute the transferee as a Member of the Association;

2.4.3. he first obtains the written consent of the Association, which consent shall be given without undue delay provided the purchaser of such Erf agrees in writing to abide by these presents, and provided the Member shall have paid all amounts due by him to the Association for the period up to the date of transfer of the Erf;

2.5. A member shall be obliged to give the Association notice in writing forthwith, upon the sale of any Erf owned by him and upon the transfer of the Erf into the name of the intended Purchaser. The member in question shall also be obliged to furnish the Association with a Municipal Rates Clearance Certificate prior to registration.

2.6. The registered owner of an Erf may not resign as a Member of the Association or cease to be a Member of the Association.

2.7. The rights and obligations of a Member shall not be transferable and every Member shall:

2.7.1. to the best of his ability further the objects and interests of the Association;

2.7.2. observe all Regulations;

2.7.3. not subdivide or consolidate their erven nor may they obtain any authority or permission to change the use of their erf without the prior written consent of the Association.

2.7.4. not be entitled, without the prior written approval of the Trustee Committee, to make any alterations to any building or Erven or do anything that will affect the architectural style or aesthetic appearance of the buildings within ROBBERG RIDGE PRIVATE ESTATE;

2.7.5. be obliged to submit any building plan, whether such plan is for renovation, alteration and / or addition, to the Architectural Review committee referred to in paragraph 2.9.3 hereunder for examination and approval and signature prior to the submission of such plan to the Municipality or other local authority for approval;

2.8. Nothing contained in the Constitution shall prevent a Member from ceding his rights in terms of the Constitution as security to the Mortgagee of the Members' Erf.

2.9. HOUSE RULES, ARCHITECTURAL GUIDELINES AND OTHER REGULATIONS

2.9.1. Members, their guests and their tenants and any person entering the Estate, shall be subject to all relevant Regulations. Such Regulations shall remain in force and effect until such time as they may be varied in the manner detailed in this constitution.

2.9.2. Regulations govern, *inter alia*:

2.9.2.1. the Members' rights of use, access to, occupation and enjoyment of the Common Area;

2.9.2.2 the control of pets and other animals at ROBBERG RIDGE PRIVATE ESTATE;

2.9.2.3 the external appearance of and the maintenance and use of the Common Area and the buildings or other improvements erected thereon;

2.9.2.4 the external appearance and maintenance of buildings or other improvements or structures erected at ROBBERG RIDGE PRIVATE ESTATE and on Erven, architectural and aesthetic style and design criteria, and the type of plants and maintenance of gardens;

- 2.9.2.5 the execution of building work within ROBBERG RIDGE PRIVATE ESTATE Estate and to impose a builders' deposit of R10 000 to be paid to the Home Owner's Association on submission of the building plans to the Architectural Review committee for approval. This deposit may at any time be applied towards the payment of any amount whatsoever which may become owing or claimable from the builder and the balance of the aforesaid sum less deductions (if any) shall be refundable upon completion of the works and the decision of the Homeowners Association in this regard will be final.
- 2.9.2.6 The code of conduct at ROBBERG RIDGE PRIVATE ESTATE required of builders, other contractors and owners wishing to execute work within ROBBERG RIDGE PRIVATE ESTATE;
- 2.9.2.7 the conditions of access to and egress from ROBBERG RIDGE PRIVATE ESTATE;
- 2.9.2.8 security and the communications infrastructure within ROBBERG RIDGE PRIVATE ESTATE;
- 2.9.2.9 dispute and disciplinary measures relating to Members and others having access to ROBBERG RIDGE PRIVATE ESTATE in relation to matters affecting ROBBERG RIDGE PRIVATE ESTATE;
- 2.9.2.10 the furtherance and promotion of the affairs of the Association;
- 2.9.2.11 the management of the affairs of the Association;
- 2.9.2.12 the conduct of the Trustee Committee;
- 2.9.2.13 the conduct at ROBBERG RIDGE PRIVATE ESTATE of Members and any person resident on or entering the Estate;
- 2.9.2.14 any matter that may assist the Association and its representative organs in administering and governing the activities of the Association generally;
- 2.9.2.15 the utilization of Erven and dwellings at ROBBERG RIDGE PRIVATE ESTATE;
- 2.9.2.16 the determination and imposition of fines, which shall become debt owing to the Association.

- 2.9.2.17 the conditions of access to and egress from an erf which shall not be altered without the prior written consent of the association;
- 2.9.2.18 a period of 12 (Twelve Months) will be allowed, from start to finish, in which to complete the construction of a residence, whereafter penalties at a rate of 3 (three) times the monthly levies, will be charged to the defaulter's levy account. This building time limit clause will be applicable to existing builds/construction projects with retrospective effect to give owners twelve months to complete existing builds.s
- 2.9.2.19 on completion, the Trustees are to be provided with an Occupation Certificate from the Bitou Council.

2.9.3 There shall be appointed an Architectural Review committee consisting of an architect, the chairman, at least one Trustee member and such other suitably qualified person, who need not be members, as the homeowners association may from time to time decide.

2.9.4 The Architectural Review Committee

2.9.4.1 shall, in any deliberations be bound by the Architectural Guidelines and other relevant Regulations in force at the time and

2.9.4.2. may recommend changes to the Architectural Guidelines for consideration by the Trustee Committee and / or Association in general meeting.

2.10 Dwellings of ROBBERG RIDGE PRIVATE ESTATE shall be for single family occupation, whether by Members, their guests or tenants. Exceptions to this clause shall be subject to the prior written approval of the Association.

2.11 MEMBERS' OBLIGATION

2.11.1 Each Member undertakes to the Association that he shall comply with:

2.11.1.1 the provisions of this Constitution;

2.11.1.2 any Regulation;

2.11.1.3 any agreements entered into by the Association

3. LEGAL STATUS AND LIMITED LIABILITY

3.1. The association is a common law corporate body and as such:

- 3.1.1 its assets, liabilities, rights and obligations vest in it independently of its members;
 - 3.1.2 it may not distribute any of its profits and gains to any person and it will use its funds solely for the objects for which it has been established and for investment;
 - 3.1.3 it will have perpetual succession;
 - 3.1.4 it may sue or be sued in its own name.
- 3.2 The members will not by reason of their membership be liable for the liabilities and obligations of the association.

4. FINANCIAL AFFAIRS

4.1 FINANCIAL YEAR END

- 4.1.1 The financial year end of the Association shall be the last day of September and may be changed only by Ordinary Resolution of Members.

4.2 LEVIES

- 4.2.1 Levies shall be payable by Members for the purposes of meeting all the Expenditure which the Association has properly incurred, or to which it may be reasonably anticipated that the Association will necessarily or reasonably be put by way of:
 - 4.2.1.1 maintenance, repair, improvement and keeping in order and condition of the Common Area;
 - 4.2.1.2 mortgage payments;
 - 4.2.1.3 purchase of fixed or movable property;
 - 4.2.1.4 erection of or alterations to buildings;
 - 4.2.1.5 payment of all rates and other charges payable by the Association in respect of the Common Area;
 - 4.2.1.6 payment for gardening service/s, security and all other services rendered to the Association;
 - 4.2.1.7 payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, the Common Area and the Association's affairs and the execution of its objects.

4.2.1.8 Interest on arrear levies payments will be charged at a rate of Prime plus 2%.

5. MEETINGS

5.1 VOTING

Unless otherwise provided, at every General Meeting every member in Person or by proxy and entitled to vote shall have one vote for each Erf registered in his name provided that if a Erf is registered in more than one name, they shall jointly have one vote.

6. THE TRUSTEE COMMITTEE

The Trustee Committee members shall consist of not less than four (4) and not more than seven (7) persons who may not necessarily be members or the spouses of members. Any Trustee Committee member shall be eligible for re-election.

7. VACATION OF OFFICE

A Trustee Committee member shall cease to hold office as such if:

- 7.1 by notice in writing to the Trustee Committee that he resigns his office;
- 7.2 he is or becomes of unsound mind;
- 7.3 he surrenders his estate as insolvent or his estate is sequestrated;
- 7.4 he is convicted of an offence which involves dishonesty;
- 7.5 he absents himself from three consecutive meetings of the Trustee Committee members without special leave of absence from the Trustee Committee;
- 7.6 by resolution of a general meeting of the Association he is removed from his office;
- 7.7 he ceases to be registered owner of an erf or his subscription becomes delinquent in terms of Clause 21.5.

8. TRUST MEETINGS AND PROCEDURES

- 8.1 The Trustee Committee members shall meet at such time and place as shall be decided by the Trustee Committee from time to time.

- 8.2 Three Trustee Committee members may at any time convene a meeting of the Trustee Committee by giving to the other Trustee Committee members no less than 10 days written notice of the proposed meeting, which notice shall specify the reason for calling such a meeting; provided that in cases of emergency such shorter notice as is reasonable in the circumstances may be given.
- 8.3 Four Trustee Committee members shall form a quorum at any meeting of the Trustee Committee. Should a quorum not be reached the meeting will be held a week later at the same time and venue and whoever is present will constitute a quorum, subject to the number of Trustees, which may vary.
- 8.4 Within seven (7) days of the First Annual General Meeting the Trustee Committee shall meet and elect from its Trustee Committee members a Chairman. The Chairman elected shall hold office as such until a new Chairman is elected.
- 8.5 All matter at any meeting of the Trustee Committee members shall be determined by a majority of those present and voting. In the event of any equality of votes, the Chairman of any meeting shall have a casting as well as a deliberate vote.
- 8.6 The Trustee Committee may from time to time appoint a Secretary and a Treasurer, or a Secretary/Treasurer.
- 8.7 The Trustee Committee shall keep minutes of all its meetings, which shall be available for inspection by any member on request.

9. POWERS

The Management and Administration of the Association shall vest in the Trustee Committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself. Without in any way limiting the generality of the foregoing, such powers shall include but not be limited to the following:

- 9.1 the performance of such acts as are necessary to accomplish the objects expressed or implied herein;
- 9.2 the investment and re-investment of monies of the Association not immediately required, in such manner as may from time to time be determined;
- 9.3 the operation of a banking account with all powers required by such operations;
- 9.4 the making of, entering into and carrying out of contracts or agreements for any of the purposes of the Association;

- 9.5 the employment and payment of agents, servants and any other parties;
- 9.6 the making, amendment and repeal of rules which shall be binding upon Trustee Committee members as if they form part of this constitution;
- 9.7 the right to sue and to defend actions in the name of the Association and to appoint legal representatives for this purpose;
- 9.8 the levying of a subscription payable by members as provided in Clause 4.2 hereof;
- 9.9 the preservation of the architectural theme of the Development and the adjudication upon any proposed extension, addition and/or alterations to the property or erections situate thereon within the Development in accordance with the Design Guidelines.
- 9.10 to enforce servitudes registered over erven in ROBBERG RIDGE PRIVATE ESTATE in favour of the Association for the benefit of members of the Association.

10. VALIDITY OF ACTS OF THE TRUSTEE COMMITTEE MEMBERS

Any act performed by Trustee Committee members shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any Trustee Committee member, be as valid as if such Trustee Committee member has been duly appointed in office.

11. REMUNERATION

Trustee Committee members shall be entitled to be repaid all reasonable and bona fide expenses incurred by them in connection with and incidental to the performance of their duties as Trustee Committee members but save as aforesaid, shall not be entitled to any other remuneration, fees or salary, in respect of the performance of such duties.

12. INDEMNITY

No Trustee Committee member shall be liable to the Association or to any member thereof, or to any other person whomsoever for any act or omission by himself, by the Association or by its servants or agents. A Trustee Committee member shall be indemnified by the Association against any loss or damage suffered by him in consequence of any purported liability, provided that such member has, upon the basis of information known to him, or which

should reasonably have been known to him, acted in good faith and without gross negligence.

13. GENERAL MEETINGS OF THE ASSOCIATION

13.1 The Association shall before the last day of January in each year, hold a general meeting as its Annual General Meeting, in addition to any other general meetings during that year, and shall specify the meeting as such in the notices, calling the Meeting.

13.2 Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.

13.3. All general meetings other than Annual General Meetings shall be called special general meetings.

13.4. The Trustee Committee may, whenever they think fit, convene a special general meeting.

14. NOTICE OF MEETINGS

A General Meeting shall be convened on not less than twenty-one (21) days' notice in writing. The notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting and, the general nature of the matter to be discussed, provided that any meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by eighty per cent of the members present.

15. VALIDITY OF MEETINGS

The accidental omission of giving notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting.

16. QUORUM FOR GENERAL MEETINGS

No matters shall be discussed at any meeting unless a quorum is present when the meeting commences. A quorum shall be members present in person or by proxy and holding not less than 30% of the total number of votes available to be cast by members at the time that the meeting commences. Should a quorum not be reached the meeting will be held a week later at the same time and venue and whoever is present will constitute a quorum.

17. CHAIRMAN

The Chairman of the Trustee Committee shall preside at every General Meeting.

18. VOTES

At all general meetings resolutions put to the vote, shall take place by show of hands unless by majority vote the meeting decides that voting shall be by ballot, in which even the ballot shall take place immediately. Voting, whether by show of hands or by ballot, shall take place in accordance with the following provisions:

- 18.1 each member present in person shall have one vote for every erf registered in his name;
- 18.2 each person present as proxy for a member shall have one vote for every erf registered in the name of the member for whom he is proxy.
- 18.3 each member and person present as proxy for a member shall indicate clearly how he casts each vote to which he is entitled as aforesaid.
- 18.4 all resolutions shall, except as otherwise provided herein, be by simple majority of those members present in person or proxy at the meeting and voting.
- 18.5 the chairman of the meeting shall count the votes cast for and against the resolution and shall declare it carried or lost as the case may be.

19. AGENDA

In addition, to any other matters required to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 19.1 the consideration of the Chairman's report;
- 19.2 the election of the Trustee Committee;
- 19.3 the consideration of the report of the Auditors and fixing of their remuneration;
- 19.4 the confirmation of any budget proposed by the Trustee Committee;
- 19.5 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;

- 19.6 the confirmation of the annual subscription and any special levy determined by the Trustee Committee for the year.
- 19.7 the amendment of this constitution which will only be amended by a majority of 75% of the total number of votes available to be cast by members at the time that the meeting commences.

20. PROXY

Votes may be given either personally or by proxy.

- 20.1 The instrument appointing a proxy shall be in writing in the common form, or any form approved by the Trustee Committee under the hand of the appointer, or of his attorney duly authorized in writing, or if such appointer is a company, under the hand of an officer duly authorized in that behalf.
- 20.2 The instrument of appointing a proxy, together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the domicilium citandi of the Association at least two days before the time appointed for holding the meeting, or adjourned meeting, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof.

21. SUBSCRIPTIONS

- 21.1 The Association, through the Trustee Committee, shall be entitled to levy an annual subscription for the purpose of meeting all expenses, which the Association has incurred or to which the Trustee Committee reasonably anticipates the Association will be put and to defray the costs of managing and administering the Association to achieve its objects. Such subscription may be fixed annually and collected annually OR monthly in advance.
- 21.2 The Trustee Committee shall be entitled at its discretion to increase the annual subscription from time to time.
- 21.3 The annual subscription shall commence on a date to be determined by the Trustee Committee. The first subscription shall become due and payable on the day fixed for commencement. The subscription for any year after the first year shall become due and payable on the first day of October of the said year if annual, and on the seventh day of each and every month if monthly.
- 21.4 The Trustee Committee may from time to time determine and collect special levies from members in addition to the annual subscriptions

should the need for such additional levies arise or circumstances so dictate.

- 21.5 If the annual subscription is not paid within ninety days of due date, or should a member be in arrear for three months if the subscriptions are paid monthly, then such subscription shall become delinquent, and the Association may institute legal proceedings against the member for the recovery thereof and the costs of such proceedings shall be added to the subscription due by the delinquent member. A member whose subscription is delinquent for the current year shall not be entitled to be nominated as a member of the Trustee committee or to vote at a General Meeting.

22. DESIGN MANUAL

This document must be read with the applicable Design Manual, if any, and should there be any conflict then the provisions of this document will prevail.

ROBERG RIDGE HOMEOWNERS ASSOCIATION

Design Guidelines

Revised : December, 2019

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1. PURPOSE OF THE DESIGN MANUAL

The purpose of this Design Manual is to ensure that the original concept idea and theme proposed for the ROBBERG RIDGE PRIVATE ESTATE development is realised. It strives to outline design parameters that will assist the individual architects and homeowners with the design process.

It furthermore serves as an implementing tool to be used by the ROBBERG RIDGE PRIVATE ESTATE Architectural Review Committee (RRARC) and the ROBBERG RIDGE PRIVATE ESTATE Homeowners Association (RRHOA) in appraising each design ensuring that all design parameters and regulations during construction are adhered to.

Development rules and regulations in general are in place to ensure that all homeowners have the same rights and obligations while promoting continuity and a cohesive whole to the scheme. This will enhance the value of all properties in the development. No revisions of the design Manual may occur without the prior written approval of the Bitou Municipality.

PLEASE NOTE : THIS DESIGN MANUAL IS TO BE READ IN CONJUNCTION WITH THE ROBBERG RIDGE PRIVATE ESTATE HOMEOWNERS ASSOCIATION CONSTITUTION. THIS LATEST VERSION OF THE DESIGN MANUAL HAS BEEN REVISED IN 2019 TOGETHER WITH THE CONSTITUTION AND MAY BE AMENDED WHEN CONDITIONS WARRANT AND ONCE THE WRITTEN APPROVAL OF THE MUNICIPALITY FOR CHANGES ARE IN PLACE.

2. PLAN APPROVAL

2.1. *Duties of the ROBBERG RIDGE PRIVATE ESTATE Architectural Review Committee (RRARC)*

The Architectural Review committee is to include the following members :

- The Estate Architect
- The Chairman of the HOA
- One Trustee
- One other suitably qualified person who need not be a member of the association.

RRARC will ensure that :

- At no stage will any construction work commence on site prior to approvals being obtained from both RRARC and the Bitou Bay Local Authority;
- The building and design parameters set out in the Design Manual are complied with.

2.2. *Procedure for Approval of Building Plans*

Owners are advised that only qualified architects with appropriate affiliation with the South African Council of Architects (SACA) or suitably qualified senior technicians, will be allowed to act as a Project Architects in the ROBBERG RIDGE PRIVATE ESTATE Development. Refer to Item 11 : Plan Submission Form, where the suitably qualified consultant will be required to verify his/her status by providing the review committee with his/her SACAP membership number.

Design drawings to be submitted in two stages in order to curtail expenses and speed up the approval process.

Two sets of paper prints of final sketch plan to be submitted to the RRARC. After sketch plan approval the owner is required to submit full municipal submission drawings for approval by the committee as well as by the local authority. The necessary municipal building application forms to be submitted with the submission.

The drawings for both stages to be submitted to :

Holiday Plett
P.O. Box 1743
PLETTENBERG BAY
6600

Phone : 044-533-3008
Fax : 044-533-3002

The approval fees and the completed Plan Submission Form are to accompany each submission : The fees applicable are as follows :

- Stage 1 : Sketch plans – R1000
- Stage 2 : Building plans – Plan approval fees of R1 850
- Stage 3 : Re-submission fees of R1 000 per scrutiny

Fees are subject to revision in consultation with the Estate Architect and the Architectural Review Committee.

2.3. *Deviation from Guidelines in Design Manual*

In the event of any deviation, from the latest release of the Design Manual, received from any homeowner, approvals shall be sought from all affected neighbours prior to any decision being taken by RRARC. An affected neighbour shall constitute any owner that is directly affected by any deviation. Only once approval is received from all affected neighbours will the RRARC assess the proposed deviation upon its merits. A copy of the written permission to be submitted by the owner at a sketch plan stage.

Approval will be granted without prejudice and will not form the basis for any precedent in the future. A letter from the RRARC detailing the deviation should accompany the building plan to the Municipality.

In the event of any of the affected neighbours rejecting the proposed deviation the owner would be requested to adjust the plans to accommodate the extent allowed by his/her neighbours failing which the latest release of the Design Manual applies.

This process applies to both stages of submission.

2.4. Information required

STAGE 1 - Sketch Design

Submission to include :

- 1:100 floor plans, sections and elevations indicating levels, height restriction and building lines:
- The site contour plan to a 1:200 scale complete with 500mm contour survey, all indigenous trees, indicating all site works, paving and the exact siting of the buildings.
- A clear indication shall be given of the exterior finishes and structure envisaged.
- The completed Plan Submission Form;
- The proposed colour scheme envisaged.

STAGE 2 - Final Building Plans

Submission to include :

- Building plans to a minimum scale of 1:100, complete with floor plans, sections, elevations, site works and levels. Fenestration, roof configuration, decks and outside work to be clearly indicated.
- A detailed site plan showing site contours, the position of trees, screen walls and the building with floor levels, roof height and permissible height restriction, namely a maximum of 8,5 M above N.G.L.;
- All service installations i.e. water sewer and electrical to be indicated;
- The completed Plan Submission Form.
- Letter of appointment of consulting engineer if applicable;
- The application forms for approval of building plans by the Local Authority and in terms of the NBR.

General :

- It is the project architect's responsibility to submit the drawings to the Local Authority for approval once the approval of the RRARC has been obtained :
- The approval of the design by the RRARC is in general terms and is subject to approval by the Local Authority.
- The project architect and engineer to carry the full responsibility as the client's agents for the design and to oversee the construction of the building.
- A copy of the drawings approved by the RRARC and Local Authority shall at all times be present on site for cross-referencing during the site inspections.

- A set of as-built drawings together with a registered land surveyor's diagram indicating the heights of the roof as well as confirmation, to the satisfaction of the RRARC, that the building lines and coverage or approved deviation has been adhered to be submitted on completion of the project.

3. REGULATIONS DURING CONSTRUCTION

3.1. Road / Pavement Deposit

A deposit of R10 000 is to be paid by the owner/contractor of each plot to the ROBBERG RIDGE PRIVATE ESTATE Homeowners Association prior to commencing with building operations which may be used to reinstate any damages that may be caused to the infrastructure & site by the contractor. The site foreman is to ensure that the roads are kept clean before and after delivery of ready mix concrete. This deposit will only be released on RRHOA's approval and in terms of Clause 2.9.2.5. The contractor must sign the code of conduct as per ADDENDUM A prior to starting construction and adhere to it at all times.

3.2. Security

Each contractor shall be held responsible for maintaining security regarding the existing property on the site. A well-trained and responsible foreman shall be placed in charge of each building project. All construction workers to be easily identifiable with a specific building project, i.e. wearing company overalls. Strict site control shall be exercised to prevent excessive damage to the natural vegetation by workers and building operations.

3.3. Sanitary Provision

Building contractors shall make adequate and proper provision for their employees for sanitary facilities, cooking and eating areas. Only chemical toilets will be allowed. These facilities must be screened off and positioned in predetermined areas preferably away from neighbours.

3.4. Construction Debris

The contractor shall furnish rubbish containers and, at all times, shall keep the premises free from accumulation of rubbish and building refuse. The building site is to be screened off and all materials stored on site as well as construction refuse must be contained on the erf within the screened off area. The erf must be cleared of all building debris and disposed legally, prior to the contractor leaving the site. The RRHOA will charge the contractor for any clean-up of contractor's building area.

3.5 Vegetation and the Environmental Management Plan (EMP)

Great care shall be exercised to retain the natural vegetation and especially the indigenous growth and trees. No indigenous vegetation shall be removed without the prior approval of the RRHOA or the suitably qualified representative. Where indigenous growth and trees need to be protected it should be marked and screened off.

All construction work to comply with the Occupational Health & Safety Act requirements.

3.6. General

- No sand, cement, fuel, paint, etc, shall be allowed to be washed into the stormwater system, roads, etc.,
- Dust must be properly controlled by means of wind barriers and wetting down;
- No burial or burning of refuse will be allowed on any erf or property of the RRHOA;
- Cement must be mixed on mixing boards, and not directly onto the natural ground surface;
- Blasting, drilling, hammering, or any other activity that causes noise pollution shall be strictly during normal working hours as per the Local Authority and the RRHOA requirements;
- Wind proof and rodent proof refuse bins shall be provided by the contractor on each building site;
- Any damage to the services caused by the contractor or the sub-contractors will be for his account.

4. SITE DEVELOPMENT PLAN

4.1 Positioning of Buildings

Owners of the individual sites will be required to do a proper and detailed site survey with contours at 500mm intervals indicating the position of the house footprint. The positioning of the house is to be carefully planned within the confines of the building lines / restrictions as referred to under the Design Parameters section. An accurate site layout shall be submitted with the sketch plans.

4.2 Refuse

Proper provision shall be made for the storage of household refuse at each house and removed to an approved screened off area from where it will be removed by the local authority.

4.3. General

- All site development to take place in accordance with the approved development plan;
- No building plans shall be eligible for submission to the Local Authority for approval prior to approval being granted by the RRARC. Approval will be given in the form of the submitted drawings being signed and stamped by the authorised persons from the RRARC and a letter confirming the approval and possible outlining further suspensive conditions.
- The homeowner remains responsible for any development on his/her erf, including any damage that may result directly linked or indirectly linked to the building activities;
- The owner shall ensure that the main contractor including his sub-contractors are aware of all regulations and conditions of construction.
- No second dwelling may be constructed on one site;
- Outbuildings and garages may not be built before the main dwelling;
- No work may be commenced on site until :
 - Plans have been approved by the RRARC and the Local Authority;
 - The contractor has entered into an agreement with the Owner and the RRARC with regards to damage to road and sidewalks, and other existing services and vegetation. A pavement deposit, to the value stipulated in item 3.1 must also have been paid over to the RRHOA's account;
- No building may be occupation until the Local Authority has issued an Occupation Certificate.
- No building may be occupied until the Project Architect has certified that it is complete and is in accordance with the approved drawings;
- Written consent from neighbours required at sketch plan stage if the garage is planned on the boundary.

5. TOWN PLANNING REQUIREMENTS

The development is subject to the Building and town Planning Regulations and By-laws imposed by the Local Authority. In addition the following parameters are to be adhered to.

5.1. Boundary Pegs

The owner is required to obtain a Beacon Certificate from the registered Land Surveyor prior to the commencement of any building work on site. *This is the responsibility of the owner and no other party/s including the developer and the RRHOA will be liable for incorrect positioning of boundary pegs.*

5.2. **Building Lines**

The building lines for all the erven in the development will be as follows :

Street Building Lines	4,5 metres on municipal/Maria Road 3 metres on private road
Side/Lateral Boundary Building Lines	2 metres both sides
Rear Boundary Building Lines	3 metres (4,5 meters on northern boundaries of erven 10262 and 10263.
Garages facing the street	4,5 or 3 metres for outside/inside roads.

Verandahs, balconies, covered decks and patios, staircases, gazebos, etc., are considered to be part of the buildings and must be within the building lines. Garages may be built up to the boundary line if it forms part of the boundary wall and the neighbour has given consent in writing. No rainwater run-off will be allowed onto an adjacent erf and no windows facing onto the adjoining property.

Any component generally not forming part of the coverage calculation i.e. a pool or open patio may be built closer to the boundary line – approval of which is at the sole discretion of the RRARC and council. Pools to be shown on drawings submitted for approval and be in accordance with the safety precautions as per the NBR and the local council.

No windows will be allowed in any wall, which is less than 2 metres from any boundary.

5.3. **Coverage and Maximum Floor Area**

The maximum coverage allowed for all covered elements (including verandahs and other open but covered areas), is 45% of the area of the erf and must be within the confines of the building lines.

Designers are requested to take cognisance of and protect existing indigenous vegetation.

5.4. **First Floor Plan**

The covered area of the first floor plan shall not exceed 50% of the ground floor plan.

5.5. Height of Buildings

The maximum height of any building or part thereof is 8,5 metres above the natural ground level and should be calculated at the highest point of the building structure i.e. the apex of a dual pitched roof or the top of a parapet wall to the original natural ground level directly below the point of measure. Chimneys are included in this restriction and will be subject to approval by the RRARC and Local Authority.

No buildings may exceed 2 stories plus a loft. Lofts will be subject to special council approval and should be treated as an inherent part of the roof structure without increasing the height of the building. The area of the loft will be treated as part of the total area allowed as calculated in clause 5.3.

Basement applications to confirm to the requirements of the Bitou Municipality.

5.6. Domestic Staff Quarters and Second Dwellings

No free standing staff quarters and / or second dwellings will be permitted. If a second kitchen is involved, special council permission will be required.

6. DESIGN PARAMETERS

6.1. Architectural Concept / Theme

The architectural theme embodies a relaxed and proportionate architectural scale typically found in medieval villages. The concept is characterised by simplistic and honest forms and massing directly related to function without ornate titivation. Buildings may be smooth or bagged plastered and may be clad with fibre cement wall cladding. Components such as timber pergolas, decks, boardwalks, gazebos, covered verandahs, etc., can be used as environmental filters and used to link the inside special experience with the outer spaces.

The design manual and the RRARC are predominantly concerned about the exterior aesthetics of the building and the development as a whole. Owners are allowed to have their own individualistic expression on the interior of their homes.

Re-evaluation of the standards set in this design manual may be necessary from time to time as special and specific needs arise.

The architectural concept can best be described as 'CONTEMPORARY MODERNISTIC' in its expression.

6.2. Building Form and Massing

Plan forms may be a composite of simple square and rectangular forms complementing the usage of the spaces. Composite plan forms must consist of 90 degree angles on the exterior throughout except where a square addition is planned at 45 degrees. The permissible width of any plan must be 7 meters or less. Houses are to be kept parallel to the major sides of the erf or the street boundary.

6.3 Roof Construction and Finish

Pitched roofs in combination will be allowed to achieve the desired architectural effect of the development theme. All pitched roofs to be a minimum of 25 degrees and a maximum of 45 degrees and shall be double pitched.

Mono pitched roof sections will only be allowed when used over verandahs and covered stoeps or where it is abutting vertical walls. These may vary in pitch between 10 and 15 degrees.

Permitted roof finishes include :

Victorian profile. Traditional pattern aluminium or chromadek corrugated metal and fibre cement sheeting in dark grey colour.

Lefarge Elite roof tiles of approved colour

Natural slate (charcoal and grey only)

ABE Tegola roof tiles in the square cut pattern (approved colours only)

The roof material chosen for a particular property should be consistent.

6.4 Verandahs and Pergolas

All verandahs and pergolas must be constructed of timber or a combination of timber and masonry. Ornate decorations will not be allowed. Covered verandahs may have a maximum depth of 4m.

Verandah support may be of timber, masonry or painted galvanised mild steel sections. Verandahs or covered stoeps may not be enclosed and will act to create deep and sheltered shadows. Louvres / folding doors may be fitted behind column supports only with special permission of the RRHOA.

6.5. Lofts

Homeowners are encouraged to make use of the ceiling void providing it remains within the prescribed height restriction. Use may be made of dormer windows and louvered vents to provide access and ventilation in loft areas.

6.6. Windows

Window sizes and proportions assist with the aesthetics of each building and sizes and placement must at all times be functional. Window frames and panes to be rectangular with a vertical proportion of between 1 : 1.2 and 1 : 1.6. A focus window i.e. circular, square or diamond shaped may be used only if it adds value to the desired design affect and once approved by the RRARC. Windows may be constructed of painted timber, or epoxy coated aluminium finish for coastal conditions. Sliding with vertical proportion side having casement and vertical sash windows are allowed. Mock sash windows will be allowed if narrower than 900mm wide. Window type and proportions will be allowed is narrower than 900mm wide. Window type and proportions selected on a particular property must be consistant.

6.7. Shutters

The use of sliding and folding shutters is encouraged. Shutters must coincide with the window/door opening size they cover and must be functional. Shutters may be solid timber sections or louvered and of timber or epoxy coated aluminium provided the section sizes correspond with that of traditional timber ones. Stick on shutters are not allowed.

6.8. Doors

External doors may be timber or aluminium. All doors to be vertical in proportion, matching that of the windows. All external doors must be shown on plan and elevation with the chosen finish. Material choice and finish should be consistent with that of the windows.

6.9. Burglar Bars

Burglar bars will be allowed as part of security and may only be fixed on the interior of buildings. The bars should be simple in design and align with the mullions and stanchions of windows and doors as far as possible. Colour should match that of the window frames or roof finish.

6.10 Chimneys

Chimneys may be constructed in brickwork with a plaster and painted finish or clad with natural stone. Capping should be simple, either fixed or rotating, subject to approval by the RRARC. Chimneys must be moderate in size and may not extend more than 1000mm above the ridgeline – all within the required height restriction. Only universal or pointed cowls will be allowed.

6.11 Garages and Carports

Garages should be consistent in design and material finish with the main house. No more than two garage doors may face the street. Garages facing the street must be a minimum of one small car length, 4,5m away from the street boundary. Non-street facing garages may be up to 2m away from the erf boundary.

The same parameters apply to carports. Carport openings will also be regarded as garage openings facing the street.

6.12 Walls

The simple relaxed architecture calls for honesty and integrity in the construction. Therefore all walls must be plain without decoration. Only simple square cut mouldings around windows and doors will be allowed. Any deviation to this including ornate decorative mouldings are not allowed. Use may be made of timber planks or fibre cement shiplap boarding. It should be used for specific architectural components such as the porch, lean-to addition, first floor, etc. All exposed timber shall be of a suitable type and grade.

Natural stone cladding or building work may be used on architectural features or to emphasize certain areas, i.e. plinth, chimneys, etc. No face brick or concrete bricks will be allowed. Only clay bricks are permitted.

6.13 Exterior Lighting

Exterior lighting will be subject to approval by the RRARC. Light fixtures with lampshades covering the light source should be chosen to minimise glare pollution. In designing for night time illumination the focus should be to direct light to the ground or onto walls as proposed to free rays causing illumination of neighbouring properties.

6.14 Air-Conditioning

Air-conditioning condenser units must be screened or concealed from the street or main facades of the building. The positioning must be such as to minimise on noise pollution, keeping it within acceptable levels and adhering to the relevant standard.

6.15 Satellite dishes and TV Aerials

Satellite dishes, TV aerials and antennas may not project above the roof ridgeline or be attached to chimneys. It must be attached out of sight to the side of the building and not be visible from the street. The position and specification of all utilities should be clearly indicated on the submission drawings. Specification of all utilities should be clearly indicated on the submission drawings. Solar panels will be permitted, but no solar geysers may be fitted to the roof.

6.16 Boundary Walls and Fences

No precast concrete panel or “vibracrete” fencing will be allowed. All boundary walls should complement and form an integral part of the design. No changes to the estate boundary wall will be permitted without written consent by the RRARC.

Kitchen yards and boat ports should be enclosed or screened from the main elevations. Boundary walls should be a maximum of 1800 above NGL.

6.17 Plumbing and Rainwater Goods

The disposal of rainwater onto the site should be controlled to avoid damage to the site. Rainwater downpipes must be handled with care and should be concealed. The colour must blend in with the colour scheme of the house. Plumbing pipes shall be concealed in ducts or recesses.

6.18 Colour Scheme

Light shades of earthy tones and using darker contrasting panels shall be the preferred colour scheme to the development. All exterior colour proposals must be submitted to the RRARC for approval. Trim around windows and doors shall be in white or at least 2 shades lighter than the adjacent wall colour, in the same hue. When repainting, the original colour scheme must be adhered to or a new proposal submitted to the RRARC for approval.

7. SERVICES

7.1. Structure and Foundation

The services of a structural engineer will be required for the structural design of multi storey house and retaining walls. Trial Holes to Engineer’s requirements are to be made and proper geo-technical tests conducted to determine the bearing capacity of the substrata. An engineer’s design/report is to accompany the building plans submission (Stage 2) to the RRARC.

7.2. Stormwater and Civil Design

Indication should be given on the submission drawings regarding the allowance for storm water drainage on each site. Each erf must adhere to the development storm water management system or layout. Rainwater tanks as required in terms of the Municipal Bylaws must be fitted and screen from the road.

7.3. Electrical and Telephone Poles

All services to be under ground.

8. LANDSCAPING

The natural vegetation shall be disturbed as little as possible and protected species of trees shall not be removed. If the removal of protected trees is really deemed necessary for the proper utilisation of the site, a specialist will be consulted. Protected plants and trees can be removed only once written approval of the Department of Nature Conservation has been obtained.

Indigenous vegetation must be properly screened off, where possible, during the construction stage.

Read this section in conjunction with section 3.5.

9. SWIMMING POOLS

Swimming pools will be allowed subject to the approval of the affected neighbours, the RRARC, local authority and adhering to the safety standards as laid down by the local authority and the NBR.

10. BUILDERS CODE OF CONDUCT

No construction work outside the normal builders working hours will be permitted without the written consent of the property managers.

The private road is not to be used for storage of material or site establishment. Construction entrances via Robberg Road will not be permitted.

A signed copy of the builders' code of conduct as per Addendum A to be submitted with the application of the plan approval. It also needs to be signed by the contractor prior to starting the construction work and must be adhered to at all times.

11. PLAN SUBMISSION form

The attached plan submission form as per ADDENDUM B to be submitted with stage 1 of the plan approval.

ROBBERG RIDGE PRIVATE ESTATE **CONTRACTORS' CODE OF CONDUCT**

1. The owner and the contractor prior to commencement of construction must sign this acceptance of the Contractors' Code of Conduct Document.
2. Contractors activities are only permitted during the following times:
Mondays to Fridays 07h00 – 17h45 (Staff to be off site by 18h00)
No contractor activities on Saturdays, Sundays, Public Holidays or annual builders holidays.
3. All contractors and sub-contractors must be transported to and from site and their movement is then restricted to that site only.
4. The contractor is bound to provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site.
5. The site is to be kept clear of building rubble, with regular cleaning taking place during building operations. All street frontages must be kept clear of rubble at all times.
6. The contractor must move materials off-loaded onto the sidewalk onto the site within 24 hours. No material must be allowed to remain on the roadway or sidewalk and it is the contractor and owner's responsibility to clean the roadway of all such materials. Immediate attention must be paid to the removal of sand or rubble washed or moved onto the road.
7. Deliveries from suppliers must be scheduled during normal working hours only.
8. The contractor must provide toilet facilities on the site before construction of any nature commences. Sanitechs to be tied down firmly.
9. All builder and sub-contractor employees are to wear shirts and jackets with the name of the employer on and hard hats to be worn by everyone on site.
10. Only professional consultants and builders' boards approved by the Robberg Ridge Private Estate will be permitted. The board must be neatly painted and must be fixed in such a way that it cannot be blown over by the wind or knocked over by workers. The board must be placed in a position so as not to interfere in any way with traffic lines of sight.
11. No suppliers' or sub-contractors' boards are permitted.
12. The owner will be held responsible for the damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property.

13. The Robberg Ridge Private Estate Homeowners Association Homeowners Association reserves the right at any time, with no notice given, to suspend building activity should undesirable conduct be established.
14. Only contractors/sub-contractors registered with the MBA and/or holding a valid NHBRC certificate will be allowed to construct houses on the estate.
15. Owners are to ensure that all broken/damaged kerbs and pavers and oil marks caused by building operations are removed/replaced by a contractor approved by the Robberg Ridge Private Estate HOA at the owner's costs and expense and the owner authorizes the aforesaid payment to be made out of the pavement deposit.

OWNER NAME : CONTRACTOR NAME.....

OWNER SIGNATURE.....CONTRACTOR SIGNATURE.....

DATE..... DATE.....