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Enquiries:  
Mr AJ Burger

17 March 2026

Strandveld Villas Owners Association  
61 Buitenkant Street  
YZERFONTEIN  
7351

Via e-mail: Anja Groenewald [svv@ro.co.za](mailto:svv@ro.co.za)

Sir/ Madam

**AMENDMENT OF THE CONSTITUTION AND DESIGN GUIDELINES FOR THE STRANDVELD VILLAS DEVELOPMENT : ERF 1366, YZERFONTEIN**

Your application dated 3 October 2025, refers.

By virtue of the authority delegated to the Senior Manager: Development Management, in terms of Council Decision No. 4.1 dated 28 March 2019, as determined by Section 79(1) of the Swartland Municipality: Municipal Land Use Planning By-Law (PG 8226 of 25 March 2020), the application for the amendment of the constitution and architectural design guidelines for the Strandveld Villas Development on erf 1366, Yzerfontein, is approved in terms of Section 39 of the By-Law.

The following documents replaces previous documents:

1. Constitution – Amended November 2025
2. Conduct rules – Amended November 2025
3. Architectural Design Guidelines – Amended November 2025

Please find attached signed copies of the 3 documents mentioned above.

Yours sincerely

  
**MUNICIPAL MANAGER**  
per Department Development Services  
AJE/ds



# **CONSTITUTION**

Strandveld Villas

Owners Association

Amended November 2025

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# SECTION A: OBJECTIVES, MEMBERSHIP AND LEVIES

## ESTABLISHMENT IN TERMS OF STATUTE

The STRANDVELD VILLAS HOME OWNERS' ASSOCIATION is a body corporate duly constituted as such in terms of Section 29 of the Land Use Planning Ordinance, No. 15 of 1985 (as amended) in accordance with the conditions imposed by the SWARTLAND MUNICIPALITY when approving in terms of Sections 25(1) and 42 of the said Ordinance of the sub-division of Erf 1366, YZERFONTEIN, and came into existence simultaneously with the registrations in the Deeds office of the first erf in the development, and is hereby empowered to implement the terms of this Constitution as amended from time to time.

### 1. INTERPRETATION

In this Constitution:

- 1.1 The following words shall, unless the context otherwise requires, have the meanings herein after assigned to them:
  - 1.1.1 "this Constitution" means this Constitution and shall include any rules, regulations and by-laws of the Association from time to time in force;
  - 1.1.2 "Association" means Strandveld Villas Home Owners' Association;
  - 1.1.3 "the Office" means the administrative office of the Association;
  - 1.1.4 "the Development" means the housing development, named Strandveld Villas developed on the Property;
  - 1.1.5 "the Property" means the Remainder of Erf 1366 YZERFONTEIN as reflected on General Plan No. 5232/2009;
  - 1.1.6 "month" means calendar month;
  - 1.1.7 "year" means calendar year;
  - 1.1.8 "in writing" means, written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
  - 1.1.9 "Erf" means any of the erven in the Strandveld Villas Development erven resulting from the subdivision of the Property;
  - 1.1.10 "Members" means the Members of the Association; and "Member" in the singular shall designate an individual Member of the Association;
  - 1.1.11 "the Board" means the Board of Trustees of the Association;
  - 1.1.12 "Trustee" means one of the Board Members;
  - 1.1.13 "Chairperson" means the Chairperson of the Board;
  - 1.1.14 "Vice-Chairperson" means the Vice-Chairperson of the Board;
  - 1.1.15 "Accountants" means the Accountants of the Association;
  - 1.1.16 "the Local Authority" means Swartland Municipality;
  - 1.1.17 "business day" means weekdays other than Saturdays, Sunday and Public Holidays;
  - 1.1.18 "special resolution" means a resolution passed at a Special General Meeting (SGM) of which not less than 21 calendar days' written notice has been given specifying the intention to propose the resolution as a special resolution; the terms and effect of the resolution and the reasons for it, and passed by a majority on a show of hands of not less than 65% of the total number of Members present or represented by proxy at the SGM at which, is present and remains present for the duration of the SGM;
  - 1.1.19 "ordinary resolution" means a resolution passed at a General Meeting of the Association;
  - 1.1.20 "Managing agents" are the agents as may be duly appointed from time to time for the purpose of managing the Erven in the Development;
  - 1.1.21 "Public Areas" means the public parks and public roads in the Development, inclusive of all services thereon or thereunder, consisting of ERF 2583 and ERF 2584 (being the public roads), and ERF 2581 and ERF 2539 (being the parks) and ERF 2574 (being the refuse room).
  - 1.1.22 Words importing the singular shall include the plural and vice versa and words importing the one gender shall include the other genders and words importing persons shall include partnerships and bodies corporate.
  - 1.1.23 If any provision in this clause 1 is a substantive provision conferring rights or imposing obligations on any party, then notwithstanding that such provision is contained in this clause 1, effect shall be given thereto as if such provision was a substantive provision in the body of this Constitution.
  - 1.1.24 When any number of days is prescribed in this Constitution, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next day which is not a Saturday, Sunday or public holiday.

- 1.1.25 The head notes to the clauses to this Constitution are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.1.26 This Constitution shall be binding on and enforceable by the estates, assigns, liquidators, curators or other legal representatives of the Members as fully and effectually as if they had signed this Constitution in the first instance and reference to any Member shall be deemed to include such Member's estate, assigns, liquidators, curators or other legal representatives, as the case may be.
- 1.1.27 The rule of interpretation that an agreement will be interpreted against the party responsible for the drafting thereof and any similar rules of interpretation shall not apply to this Constitution and the Members waive any rights they have to rely on such rules.
- 1.1.28 Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the date upon which the Association came into existence, and as amended or substituted from time to time.
- 1.1.29 Any provision of this Constitution that contemplates performance or observance subsequent to any termination of membership of a Member shall survive any such termination and continue in full force and effect.
- 1.1.30 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

## **2. PURPOSE DESCRIBING THE MAIN BUSINESS**

The main business of the Association is to carry on the promotion, advancement and protection of the interests of the Members of the Association and the maintenances and control of the Public Areas.

## **3. MAIN OBJECT**

The main objects of the Association are:

- 3.1 the ownership of and control over the Public Areas, and the maintenance of all buildings, roads, services and amenities on the Public Areas and the external perimeter walls of the Development, including landscaping of the Public Areas and the road verges abutting the Development;
- 3.2 the promotion, advancements and protection of the communal and group interests of the Members generally;
- 3.3 executing the care, maintenance and up-keep of the following: all common landscaped spaces, perimeter walls, public roads, common paved walkways, all internal services (including street lights, and stormwater and fresh water installations), and other improvements including common vehicular and pedestrian gates, intercom systems and the refuse room;
- 3.4 to acquire the necessary finances from Members to attain its set objectives including inter alia the payment of municipal levies and taxes in respect of the Public Areas.

## **4. DOMICILIUM CITANDI ET EXECUTANDI**

- 4.1 The Board shall from time to time determine the address constituting the domicilium citandi et executandi of the Association, subject to the following:
  - 4.1.1 Such address shall be the address of either the Accountants or the Managing agents of the Association;
  - 4.1.2 the Board shall give notice to all Members of any change of such address.
- 4.2 The domicilium citandi et executandi of each Member shall be the street number of the Erf registered in such Member's name. Such Member shall be entitled from time to time to change the said domicilium, but any new domicilium selected shall only be effective on receipt of written notice thereof by the Association at its domicilium.

## **5. FINANCIAL YEAR END**

The financial year end of the Association is the end of February of each year.

## **6. MEMBERSHIP**

- 6.1 Membership of the Association shall be compulsory for every registered owner of an Erf.
- 6.2 Such Membership shall commence simultaneously with the transfer of the Erf into the name of the Member.
- 6.3 Membership of the Association shall be limited to the Registered Owners of the Erven provided that:
  - 6.3.1 where any such owner is more than one person, all the registered owners of that Erf shall be deemed jointly and severally to be one Member of the Association;



- 6.3.2 where any person is the Registered Owner of more than one Erf, such person shall be regarded to be a Member and shall have the rights and obligations of a Member in respect of each of the Erven registered in the person's name;
- 6.3.3 Corporate bodies or juristic persons which are the registered owners of Erven shall nominate a natural person to represent the owner for all purposes related to this constitution.
- 6.3.4 When a Member ceases to be the registered owner of an Erf, he shall ipso facto cease to be a Member of the Association.
- 6.4 A Member shall not be entitled to:
  - 6.4.1 sell, alienate or transfer an Erf or portion thereof unless:
    - 6.4.1.1 it is a condition of the sale and transfer of such an Erf that the transferee becomes a Member of the Association and agrees in writing to abide by the rules of this Constitution of the Association and all obligations outlined therein, by signing a copy of this Constitution;
    - 6.4.1.2 it is a condition of the sale and transfer of such an Erf that the registration of transfer of that Erf into the name of that transferee shall ipso facto constitute the transferee as a Member of the Association;
    - 6.4.1.3 a Clearance Certificate is issued by the Association certifying that all outstanding levies and liabilities owing to the Association and applicable to that Erf have been fully paid.
  - 6.4.2 erect any additional buildings and/or structures of any nature whatsoever, nor make any alterations, modifications or renovations to such buildings and/or structures ("the proposed work") on his/her Erf without the written approval of the Board. Approval shall only be given:
    - 6.4.2.1 after detailed plans of the proposed work has been submitted to the Board or to any competent person nominated by the Board to ensure the aesthetic standard is maintained;
    - 6.4.2.2 the Board and/or competent person are satisfied that the proposed work is in accordance with the character and style and the general appearance of the scheme known as the Strandveld Villas Development;
    - 6.4.2.3 once the Member has paid a building deposit determined by the Board to cover possible damage to the road and pavements; and made payment of any costs which may be incurred in obtaining this approval. Such costs to be based on the recommended tariff of the Institute of South African Architects, for work of a similar nature.
- 6.5 The Registered Owner of an Erf may not resign as a Member of the Association. The rights and obligations of a Member shall not be transferable (provided that nothing contained in this Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the Mortgagee of that Member's Erf) and every Member shall:
  - 6.5.1 observe all by-laws and regulations made by the Association or the Board;
  - 6.5.2 to the best of his/her ability further the objects and interests of the Association;
  - 6.5.3 be jointly liable for expenditure incurred in connections with the Association;
  - 6.5.4 be jointly liable with all the Members for all expenditure incurred in connection with the Association pro rata as per quota determined by the Land Surveyor insofar as third parties are concerned.

## 7. LEVIES

- 7.1 The Board shall impose monthly levies upon the Members for the purpose of meeting all the expenses which the Association has incurred, or which the Board reasonably anticipates the Association will incur by way of maintenance, repair, improvement and keeping in order and condition of the Public areas, access roads, conduits, pipelines; for payment of all rates and other charges payable in respect of the Public areas; for the payment of municipal water, as well as electricity consumed by street lighting and other lighting and other electricity consumed or used on the Public areas; for services rendered to it, and for the payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the Public areas and the Association's affairs.
- 7.2 The Board shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall make a levy upon the Members, equal as is reasonably practical to such estimated amount.
- 7.3 The Board may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be made payable by equal monthly instalments due in advance on the first day of each and every succeeding month of the year.
- 7.4 The Board may, provided 30 (thirty) calendar days' notice is given to the Members, suggest imposing a special levy upon the Members in respect of all expenses for special maintenance projects to maintain the Public Areas, and not possible to cover from monies earned through the monthly levies.

- 7.5 Any amount due by a Member by way of a levy shall be a debt due by him to the Association. The obligation of a Member to pay a levy shall cease upon his ceasing to be a Member of the Association, without prejudice to the Association's right to recover arrear levies.
- 7.6 No levies paid by a Member shall under any circumstances be repayable by the Association upon his ceasing to be a Member. A Member's successor in title to an Erf shall be liable as from the date upon which he becomes a Member pursuant to the transfer of the Erf, and from then on to pay the levies attributable to that Erf.
- 7.7 No Member will be allowed to transfer his/her Erf until the Association has issued a clearance certificate certifying that the Member has at the date of transfer fulfilled all his financial obligations to the Association.
- 7.8 The total levy payable by Members shall be borne in equal shares by the Members.
- 7.9 No Member shall be entitled to any of the privileges of Membership unless and until he/she shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of his Membership thereof.
- 7.10 The Association shall decide which of the expenses of the Development, not expressly dealt with herein, are to be paid out of the fund of the Association or directly by its Members.
- 7.11 The municipal rates levied on each individual Erf shall be paid directly by each Member.

## 8. PUBLIC AREAS

- 8.1 The Public Areas shall be constituted from Erf 2583 and Erf 2584 (being the Public Roads), and Erf 2581 and Erf 2539 (being the parks) and Erf 2574 (being the refuse room).
- 8.2 Neither the whole or any portion of the Public Areas shall be:
  - 8.2.1 sold, let, alienated, otherwise disposed of, sub-divided or transferred; or
  - 8.2.2 mortgaged; or
  - 8.2.3 subjected to any rights, whether registered in a Deeds Registry or not, for use, occupation or servitude (save those enjoyed by the Members) without sanction of a special resolution of the Association and written consent of the Local Authority.
- 8.3 The Association acknowledges that the Municipality shall not be responsible for, and the Association shall be solely responsible for the care, repair, maintenance, cleaning, upkeep, improvement and property control of the Public Areas, all services therein and any structures erected or contained therein.

## 9. MEMBER'S OBLIGATIONS

- 9.1 Each Member undertakes to the Association that:
  - 9.1.1 such Member shall comply with the provisions of this Constitution;
  - 9.1.2 such Member shall comply with any rules and regulations made in terms of this Constitution;
  - 9.1.3 every alteration to buildings shall be of approved design and of sound construction in accordance with the Design Manual relevant to the Development;
  - 9.1.4 such Member shall comply with any agreements made by the Board in terms of this Constitution insofar as those agreements may directly or indirectly impose obligations on him/her.
- 9.2 Each Member further undertakes to the Association that he/she shall comply with, inter alia, the following specific regulations to be issued by the Board:
  - 9.2.1 that the Development and more particularly the Public Areas shall be maintained in good and tidy condition in compliance with standards set from time to time by the Board;
  - 9.2.2 that no building operations shall be commenced in the Development and no additions or alterations to approved buildings shall be affected until the Board, as delegated in accordance with the Design Manual relevant to the Development, have in writing approved the design and construction plans including material and colour specifications for the erection of any structure specifically including fences or walls;
  - 9.2.3 that the Board, acting on the advice of an architect for the Development nominated by the owners shall be the judges as to the suitability of the design and/or construction method, material or colours and their decision shall be final;
  - 9.2.4 that each Member shall be obliged to obtain the approval of the Board and the Local Authority in respect of any alterations made to structures on the Erf registered in his/her name and shall further be obliged to comply with all conditions and standards imposed by such Local Authority;
  - 9.2.5 in granting any approval in terms hereof the Board shall have the right to determine the siting of all structures (including garden/boundary/link walls) to be erected on the Erf and to impose such conditions as the Board deem necessary;
  - 9.2.6 such Member shall insure their property, including alterations and additions at replacement cost. Members should reassess the replacement cost of their property regularly and provide sufficient insurance cover.

## 10 CESSATION OF MEMBERSHIP

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

## 11. BREACH

- 11.1 If any Member, tenant or occupier of an Erf by act or omission commits a breach of any of these conditions and fails to remedy such breach after the Board have given the Member written notice to make good such breach within a time specified in such notice then:
- 11.1.1 the Board shall be entitled to impose a penalty in the form of a fine, in respect of breaches which do not amount to claims for damages in a civil court of law;
  - 11.1.2 in appropriate cases, the Board shall be entitled without further notice to the Member to institute proceedings against the Member in any Court of competent jurisdiction to obtain redress against the Member and without detracting from the generality of the foregoing including obtaining of an interdict against the Member;
  - 11.1.3 the Board (or those employed by the Board on behalf of the Association) may enter upon the Erven, Common property and Public Area to take such action as may be required (as determined in the discretion of the Board) to remedy the breach and the Member concerned shall be liable to the Association for all costs so incurred which costs shall be due and payable upon demand. The foregoing action shall, without detracting from the generality of the foregoing, include obtaining the services of a garden service company.
- 11.2 Notwithstanding this clause any Member who fails to make payment to the Association on due date of any subscription or other amounts payable by such Member, or who otherwise breaches or fails in the observance of any of the provisions of this Constitution, may, if so determined by a Resolution passed at a meeting by the majority of the Board at the meeting:
- 11.2.1 be fined by the Association for an amount not exceeding double the sum outstanding: or an amount determined by the Board;
  - 11.2.2 be ordered to pay to the Association or any Member or other person aggrieved by the breach or failure in question, such sum as the Board after suitable enquiries shall deem fit;
  - 11.2.3 be liable for and pay all legal costs including costs as between attorney and client, collection commission, expenses and charges incurred by the Association in recovering arrear levies, or any other amounts due and owing by such Member to the Association.
- 11.3 The Board shall be entitled to charge interest on arrear amounts (including amounts due in terms of this Constitution) at such rate as they may from time to time determine.
- 11.4 Nothing in the foregoing shall derogate from or in any way diminish the right of the Association represented by an authorised Trustee to institute proceedings in any Court of competent jurisdiction for recovery of any money due by a Member.

## 12. DISPUTES

- 12.1 Should any Member fail to pay on due date any amount due by that Member in terms of this constitution or any regulation made thereunder and remain in default for more than 7 (seven) days after being notified in writing to do so by the Board; or
- 12.2 should any Member commit any other breach of any of the provisions of this Constitution or any regulation made thereunder and fail to commence remedying that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the Board and complete the remedying of such breach within a reasonable time; or
- 12.3 should any dispute arise between the Association and a Member with regard to any party's compliance with the stipulations of this Constitution or the interpretation thereof;
- 12.4 then and in either such event, the following procedure will be adhered to:
- 12.4.1 There shall be due consultation between the parties in an attempt to resolve the dispute expeditiously failing which the dispute shall be referred to arbitration, by either of the parties, by way of a notice to the other party in which notice particulars of the dispute are set out.
  - 12.4.2 Such arbitration proceedings shall be held in a place on the Development and shall be held in a summary manner and with a view to its being completed within 10 (ten) calendar days after it is demanded, which shall mean that it shall not be necessary to observe or carry out the usual formalities of procedure (e.g. there shall not be any pleadings or discovery) and the strict rules of evidence.

- 12.4.3 The arbitrator for such arbitration proceedings shall:
  - 12.4.3.1 if the matter in issue is primarily an accounting matter, be an independent auditor with at least 5 years' experience, agreed upon by the parties and, failing agreement, nominated by the Chairperson from time to time; or
  - 12.4.3.2 if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the parties and, failing agreement, nominated by the Chairperson from time to time; or
  - 12.4.3.3 any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation of the law governing this Agreement, with at least 5 years' experience, agreed upon by the Parties and, failing agreement, nominated by the Chairperson from time to time.
- 12.4.4 The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 12.4.5 The "arbitration" clause in this Agreement shall be severable from the rest of this Agreement and therefore shall remain effective between the Parties after this Agreement has been terminated.
- 12.4.6 No clause in this agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 12.5 Without prejudice to allow any of the rights of the Board or the Association granted under this Constitution, should any Member fail to pay any amount due by that Member on due date, the Board shall be entitled to impose a penalty at such a rate that they may from time to time determine.

## **SECTION B: ADMINISTRATIVE & PROCEDURAL RULES APPLICABLE TO TRUSTEES**

### **13. BOARD COMMITTEE: REMOVAL AND ROTATION OF TRUSTEES**

- 13.1 There shall be a Board of the Trustees of the Association which shall consist of not less than three (3) and not more than five (5) Members
- 13.2 Every Trustee must be a Member of the Association.
- 13.3 Each Trustee shall continue to hold office until the Annual General Meeting next following his/her said appointment, at which meeting each Trustee shall be deemed to have retired from office as such, but shall be eligible for re-election to the Board at such meeting.
- 13.4 A Trustee shall be deemed to have vacated his/her office as such upon:
  - 13.4.1 his/her estate being sequestrated, whether provisionally or finally, or surrendering the estate;
  - 13.4.2 his/her making any arrangement or compromise with his creditors;
  - 13.4.3 his/her conviction for any offence involving dishonesty;
  - 13.4.4 his/her becoming of unsound mind;
  - 13.4.5 his/her resigning from such office in writing delivered to the Chairperson;
  - 13.4.6 his/her death;
  - 13.4.7 his/her being removed from office by a Special Resolution of the Members provided that anything done in the capacity of a Trustee in good faith, by a person who ceases to be a Trustee, shall be valid until the fact that he is no longer a Trustee has been recorded in the Minute Book of the Board.
- 13.5 Upon any vacancy occurring on the Board prior to the next Annual General Meeting, the vacancy in question shall be filled by a Member nominated by those remaining for the time being of the Board, or the Board members remaining may decide not to fill the position until the Annual General Meeting following the vacancy occurring.

### **14 APPOINTMENT AND ELECTION OF TRUSTEES**

- 14.1 Upon termination of the term of office of the Board aforesaid, the Board shall be:
  - 14.1.1 nominated, and must have accepted nomination, no later than 48 hours ahead of a proposed election meeting;
  - 14.1.2 elected to office, by Member of the Association present in person or by proxy at the first Annual General Meeting of the Association and at each Annual General Meeting held thereafter.

14.2 As soon as there are 3 Trustees, a quorum shall be 2 Trustees; as soon as there are 4 Trustees, a quorum shall consist of 3 Trustees; and as soon as there are 5 Trustees, a quorum shall consist of 4 Trustees. There shall never be more than 5 nor less than 3 Trustees.

## 15. OFFICE OF TRUSTEES

- 15.1 Within seven (7) days of the holding of each Annual General Meeting, the Board shall meet and shall elect from its own number the Chairperson and Vice-Chairperson, who shall hold their respective offices until the Annual General Meeting held next after their said appointment, provided that the offices of the Chairperson or Vice-Chairperson shall ipso facto be vacated by the Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices at a time, the Board shall immediately meet to appoint one of their number to replace such office vacated.
- 15.2 Save as otherwise provided in this Constitution, the Chairperson shall preside at all meetings of the Board, and all general meetings of Members, and shall perform all duties incidental to the office of Chairperson and such other duties as may be prescribed by the Board or at all meetings of Members, provided however, that any invitees (that is any Member that is not a trustee) shall not be entitled to vote at any meeting of the Board.
- 15.3 The Vice-Chairperson shall assume the powers and duties of the Chairperson in the absence of the Chairperson, or his/her inability or refusal to act as Chairperson, and shall perform such other duties as may from time to time be assigned to him/her by the Chairperson or the Board.
- 15.4 The Board shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as Board as the case may be, but save as aforesaid, shall not be entitled to any other remuneration fees of salary in respect of the performance of such duties.

## 16 FUNCTIONS AND POWERS OF THE BOARD OF TRUSTEES

- 16.1 Subject to the express provisions of this Constitution, the Board shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in this Constitution, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association in general meeting, subject nevertheless to such regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- 16.2 The Board shall have the right to co-opt on to the Board any Member or Members chosen by it. A co-opted Trustee shall enjoy all the rights and be subject to all the obligations of the Board.
- 16.3 The Board may make Conduct Rules, Regulations and directives and guidelines, not inconsistent with this Constitution, or any regulations or by-laws prescribed by the Association at a general meeting:
- 16.3.1 as to disputes generally;
  - 16.3.2 for the furtherance and promotion of any of the objects of the Association;
  - 16.3.3 for the better management of the affairs of the Association;
  - 16.3.4 for the advancement of the interests of Members;
  - 16.3.5 for the conduct of Board meetings and general meetings; and
  - 16.3.6 to assist it in administering and governing its activities generally.
- 16.4 The Board shall have the right to approve spending for the daily running of the affairs of the Association. Two (2) signatures from the Board will be needed to authorise payment from the Association's account.
- 16.5 If any proposed spending exceeds 5% of the annual budget of the Association, the Board must present three (3) quotations of service providers for the specific project in writing to Members for approval, or present such at the Annual or a Special General Meeting.
- 16.6 The Board will take steps to adequately insure any buildings of and improvements to the Public Areas,
- 16.7 The Board will take all reasonable steps to insure the Association against any Fidelity claims that may arise from mismanagement of the Association's funds.

## 17. PROCEEDINGS OF THE BOARD OF TRUSTEES

- 17.1 The Board shall meet at least every four (4) months for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of this Constitution.
- 17.2 The Chairperson shall preside as such at all meetings of the Board, provided that should at any meeting of the Board the Chairperson not be present within five (5) minutes after the time appointed for the holding thereof, then the Vice-Chairperson shall act as Chairperson at such meeting, provided further that should the Vice-Chairperson also not be present within five (5) minutes of the time appointed for the

- holding of such meeting, those present of the Board shall vote to appoint a Chairperson for the meeting, who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 17.3 A Trustee shall take minutes of every Board meeting, although not necessarily verbatim, which minutes shall be reduced to writing without delay after the meeting will have closed and shall then be certified correct by the Chairperson and Vice-Chairperson of the meeting. All minutes of Board meetings shall after certification as aforesaid be placed in a Board Minute Book to be kept in accordance mutatis mutandis, with the provisions of the law in relation to the keeping of minutes of directors of companies. The Board Minute Book shall be open for inspection at all reasonable times by a Trustee, the Accountants, the Association Members, the Managing Agent and Local Authority.
- 17.4 All competent resolutions recorded in the minutes of any Board meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the Board shall be of any force or effect, or shall be binding upon the Members or any of the Board unless such resolution is competent within the powers of the Board.
- 17.5 A written resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board duly convened.

## 18. GENERAL MEETINGS OF THE ASSOCIATION

- 18.1 The Members of the Association shall meet once a year, no later than five (5) months after the end of the financial year.
- 18.2 In addition to any other matters required by this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:
- 18.2.1 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;
  - 18.2.2 the consideration of the report of the Auditors;
  - 18.2.3 the consideration of the total levy for the calendar year during which such Annual General Meeting takes place; and
  - 18.2.4 the consideration and fixing of the remuneration of the accountants for the financial year of the Association preceding the Annual General Meeting;
  - 18.2.5 chairperson's report;
  - 18.2.6 treasurer's report;
  - 18.2.7 consideration, discussion and adoption of the annual financial statements;
  - 18.2.8 appointment of Board for the coming year;
  - 18.2.9 appointment or resumption of appointment of a managing agent, if deemed necessary;
  - 18.2.10 matters arising out of previous meetings, general matters, and any special proposals.
- 18.3 All general meetings other than Annual General Meetings shall be called Special General Meetings.
- 18.4 The Board may, whenever they think fit, convene a Special General Meeting.

## 19. NOTICE OF MEETINGS

- 19.1 The Board may, if they deem it fit and must, upon written consent request of at least 25% (twenty five per cent) of the Members convene a special general meeting. If the Board fails to call a meeting as requested within a period of 14 (fourteen) days from the date of request the Members who submitted the request may convene the meeting themselves.
- 19.2 Except when otherwise stated, at least 14 (fourteen) days' notice must be given of all general meetings specifying the place, date and hour of such meeting and in the case of a special meeting the general nature of such meeting to all Members.

## 20. VENUE OF MEETINGS

General Meetings of the Association shall take place at such place(s) which is accessible to the majority of those Members who are most likely to attend or at such venue as shall be determined by the Board from time to time.

## 21. QUORUM

- 21.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum for the meeting shall be 25% (twenty five per cent) of the total Members, entitled to vote. Each property may be represented by one owner, who shall have a right to vote at meetings. Where properties are owned by more than one person, the owners of that property shall appoint one of their number to act, and any person entitled to vote may appoint a proxy to do so in his or her stead.

21.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the same day in the next week, at the same place and time, or at such other place as the Chairperson of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members then present shall constitute a quorum.

## 22. PROCEDURE AT GENERAL MEETINGS

- 22.1 The Chairperson shall preside as such at all general meetings, provided that should he/she not be present within five minutes after the time appointed for the holding thereof, then the Vice-Chairperson shall act as Chairperson at such meeting, provided further that should the Vice-Chairperson also not be present within five minutes of the time appointed for the holding of such meeting, then the Members present as such meeting entitled to vote, shall vote to appoint a Chairperson for the meeting, who shall thereupon exercise all the powers and duties of the Chairperson in relation to such meeting.
- 22.2 The Chairperson may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting) adjourn a meeting the same time on the same day, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 22.3 Except as otherwise set forth in this Constitution, all general meetings shall be conducted in accordance with generally accepted practice.

## 23. PROXIES

- 23.1 A Member may be represented at a general meeting by a proxy, who need not be a Member of the Association. The instrument appointing a proxy shall be in writing signed by the Member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a Member is comprised of more than one person, any one of those persons, may sign the instrument appointing a proxy on such Member's behalf, where a Member is a company, the same may be signed by the Chairperson of the Board of Directors of the Company or by its secretary, and where an Association of persons, by the secretary thereof.
- 23.2 The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed, or a certified copy thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution.
- 23.3 Should a Member be absent for a continuous period in excess of four (4) weeks, a proxy must be appointed by such Member prior to his absence in accordance with 23.1 and 23.2, failing which a Member shall not be entitled to vote, at any special general meeting, called during such Member's absence.

## 24. VOTING

- 24.1 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 an Erf is registered in more than one person's name, then they shall jointly have one vote.
- 24.2 Save as expressly provided for in this Constitution, no person other than a Member duly registered, and who shall have paid every levy and other sum (if any) which shall be due and payable to the Association in respect of or arising out of his Membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 24.3 At any general meeting a resolution put to the vote of the meeting shall be decided by the majority present on a show of hands, unless either prior to or on the declaration by the Chairperson of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.
- 24.4 Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting and, if not seconded, shall be deemed not to have been proposed.
- 24.5 An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution, shall be carried on a simple majority of all the votes cast thereon, and abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the general meeting shall be entitled to a casting vote in addition to his/her deliberative vote.

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24.6 Unless any Member present in person or by proxy at a general meeting shall before closure of the meeting have objected to any declaration made by the Chairperson of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety of validity for the procedure at such meeting, such declaration by the Chairperson shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the Chairperson of the meeting as to the result of any voting at the meeting.

## 25. OTHER PROFESSIONAL OFFICERS

Save as specifically provided in this Constitution, the Board shall at all times have the right to engage on behalf of the Association, the services of Auditors, Accountants, Attorneys, Advocates, Architects, Engineers, any other professional person of firm and/or any other employee/s whatsoever, for any reasons thought necessary by the Board and on such terms as the Board shall decide, subject to any of the provisions of this Constitution, provided that any expenditure incurred in respect of the above, shall not exceed 5 % (five per cent) of the total annual budget for the year in question unless authorised by a Special Resolution.

## 26. ACCOUNTS

- 26.1 The Board shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the Association.
- 26.2 The Association in general meeting of the Trustee Committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the MEMBERS of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 26.3 At each Annual General Meeting the Board shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with the proper balance sheet made up as the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the Board and the Accountants or Accounting Officer, and there shall be attached to the notice sent to Members convening each Annual General Meeting, as set out above, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.

## 27. AUDIT

Once a year, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets audited by the Auditors or Accounting Officers.

## 28. AND INVESTMENT OF FUNDS

- 28.1 The Board shall cause all monies received by the Association to be deposited to the credit of an account or accounts with a registered commercial bank or financial Institution in the name of the Association and, subject to any direction given or restriction imposed at a General Meeting of the Association, such monies shall only be withdrawn for the purpose of payment of the expenses of the Association or investment.
- 28.2 Any funds not immediately required for disbursements may be invested in a savings or similar account with any of the top five Bank / financial Institutions in South Africa approved by the Board from time to time.
- 28.3 Interest on monies invested shall be used by the Association for any lawful purpose.

## 29. SERVICE OF NOTICES

- 29.1 A notice shall be in writing and shall be given or served by the Association upon any Member, either personally at the address of the Erf owned by him/her, which address will serve as the domicilium citandi et executandi of such Member or electronically at such Member's e-mail address.
- 29.2 No Member shall be entitled to have a notice served on him at any address not within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.
- 29.3 Any notice which is sent electronically or faxed to the addressee's e-mail address or fax number as stipulated on the first page hereof, shall be presumed until the contrary is proved, to have been received by the addressee on the date of the sending thereof.

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

### 30. INDEMNITY

- 30.1 All Trustees and the Accountants or Accounting Officers and the Managing Agents shall be indemnified out of the funds of the Association against any liabilities bona fide incurred by them in their respective said capacities and in the case of a Trustee Member, in his/her capacity as Chairperson, Vice-Chairperson, whether defending any proceedings, civil, criminal or otherwise, in which relief is granted to any such person/s by the Court.
- 30.2 Every Trustee, servant, agent and employee of the Association, and the Accountants or Accounting Officer and Managing Agent shall be indemnified by the Association against (and it shall be the duty of the Board out of the funds of the Association to pay) all costs, losses and expenses (including travelling expenses) which such person or persons may incur or become liable for by reason of any contract entered into, or any act or deed done, by such person or persons in the discharge of any of his/their respective duties, including in the case of a Trustee, his/her duties as Chairperson or Vice-Chairperson. Without prejudice to the generality of the above, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties, provided that any such act, deed or letter has been done or written in good faith.
- 30.3 A Trustee shall not be liable for the acts, receipts, neglects or defaults of the Accountants or Accounting Officer or of any of the other Trustees, whether in their capacities as Trustee Members or as Chairperson or Vice-Chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency of title to any Property acquired by the Board for or on behalf of the Association, or for the insufficiency of any security in or upon which any of the monies of the Association shall be invested, or for any loss or damage arising from the insolvency or tortuous act of any person with whom any monies, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of any of the duties of his office/s or in relation thereto, unless the same shall happen through lack of bona fides or breach of duty of breach of trust.

### 31. AMENDMENTS TO CONSTITUTION

- 31.1 This constitution, or any part thereof, as contained herein shall not be repealed or amended, and no new rules shall be made, save by a special resolution adopted at an Annual General Meeting or Special Meeting of the Members.
- 31.2 The provisions hereof shall not be added to, amended or repealed without the prior consent in writing of the Local Authority or its assigns, which consent shall not be unreasonably withheld.
- 31.3 The Local Authority will retain the right to intervene in and undertake the functions and activities of the body corporate or to appoint an agent or person to undertake such business as is necessary to ensure all the above for any period of the time and that Members of the Association will be responsible for the financial implications of such actions and that all relevant costs will be borne by all the Members jointly and/or separately;
- 31.4 The Association shall not amend or in any way alter the conditions contained herein without the prior written consent of Local Authority.

### 32. ARBITRATION

- 32.1 Any dispute, disagreement or claim arising out of or in connection with this Constitution or the subject matter of this Constitution, including, without limitation, any dispute concerning:
- 32.1.1 the existence of the Constitution apart from this clause;
  - 32.1.2 the interpretation and effect of this Constitution;
  - 32.1.3 the Parties' respective rights or obligations under this Constitution;
  - 32.1.4 the rectification of this Constitution;
  - 32.1.5 the breach, termination or cancellation of this Constitution or any matter arising out of the breach, termination or cancellation; and
  - 32.1.6 the damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Constitution apart from this clause is valid and enforceable, shall be referred to arbitration in terms of this clause.
- 32.2 The Parties shall agree on the arbitrator who shall be an attorney or advocate on the panel of arbitrators of the Arbitration Foundation of Southern Africa ("AFSA"). If Constitution is not reached within 10 Business Days after any Party calls in writing for such Constitution, the arbitrator shall be an attorney or advocate nominated by the Registrar of AFSA for the time being.

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- 32.3 The request to nominate an arbitrator shall be in writing outlining the claim and any counter-claim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment as arbitrator, and a copy shall be furnished to the other Parties who may, within 5 Business Days, submit written comments of its request to the addressee of the request with a copy to the first Party.
- 32.4 The arbitration shall be held in Cape Town, South Africa, and the Parties shall endeavour to ensure that it is completed within 60 Business Days after notice requiring the claim to be referred to arbitration is given.
- 32.5 The arbitration shall be governed by the Arbitration Act, 1965, or any replacement Act and shall take place in accordance with the Commercial Arbitration Rules of AFSA.
- 32.6 The provisions of this clause:
  - 32.6.1 constitute an irrevocable consent by the Parties and no Party shall be entitled to withdraw therefrom or claim at any stage of the proceedings that he is not bound by such proceedings;
  - 32.6.2 are severable from the rest of this Constitution and shall remain in effect despite the termination of or invalidity or alleged invalidity for any reason of this Constitution or any part thereof;
  - 32.6.3 shall not preclude any Party from approaching any court of competent jurisdiction for urgent interim relief pending determination of the dispute by arbitration.
- 32.7 Each of the Parties shall at all times keep confidential any arbitration between them, including (but not limited to) any matter concerning or incidental to the dispute concerned, to the arbitration proceedings and/or to the results of the arbitration.

**33. STATUS OF THE ASSOCIATION**

The Association shall be an Association:

- 33.1 with legal personality, capable of suing and being sued in its name; and
- 33.2 none of whose Members in their personal capacity shall have any right, title or interest to or in the property (Public Areas), funds or assets of the Association, which shall vest in and be controlled by the Board of Trustees in terms thereof; and
- 33.3 not for profit, but for the benefit of the Members of the Association.

**Signed**

 ..... (Chairperson, Owners Association)

Date ..... 11/ 3/ 2026 .....

**A.M. ZAAYMAN**  ..... (Swartland Municipality)

Date ..... 2026/03/17 .....



# CONDUCT RULES

Strandveld Villas

Owners Association

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Amended November 2025

# STRANDVELD VILLAS – SCHEDULE OF CONDUCT RULES

## 1. PRELIMINARY

- 1.1 These Conduct Rules have been prepared to provide awareness to new and existing residents to the lifestyle that STRANDVELD VILLAS (SVV) offers and to:
  - 1.1.1 encourage residents to respect the interests and welfare of all who live here
  - 1.1.2 maintain reasonable standards of health, safety and security
  - 1.1.3 ensure preservation of the value of the SVV property as a whole.
- 1.2 The Managing and Administrative Agent is Roelof Oosthuizen Inc., 37 Buitenkant Street, Yzerfontein, 7351. Tel. 022 4650022.
- 1.3 Definitions and Interpretation
  - 1.3.1 Unless inconsistent with or otherwise required by the context hereof, the following words and expressions shall bear the separate meanings hereby assigned to them:
    - 1.3.1.1 'Common Property' refers to the protected indigenous garden areas, outside gates and gate posts, internal roads and curbing, and outside perimeter boundary walls including any portion of SVV which is not subject to an exclusive right in favour of a Homeowner.
    - 1.3.1.2 'Constitution' refers to the constitution of the SVV Owners Association.
    - 1.3.1.3 'Conduct Rules' refers to the rules regulating the conduct of the Homeowners in the development as set out in this schedule.
    - 1.3.1.4 'Homeowner' refers to the registered owner of an Erf in the development; and "Homeowners" in the plural shall bear a similar meaning.
    - 1.3.1.5 Trustees' refers to the group of Homeowners nominated and voted for each year at the AGM who hold office until the next AGM. The Trustees are guided by rules and prescriptions which are stipulated in the Constitution.
    - 1.3.1.6 'HOA' refers to the Owners Association, which includes all Strandveld Villas Homeowners.
    - 1.3.1.7 Words importing the male shall include the female and vice versa; the singular includes the plural and vice versa; and natural persons include artificial persons and vice versa.
    - 1.3.1.8 For all purposes hereof, the word "Owners Association" shall bear a similar meaning to the word "Owners Association" as referred to in the Swartland Planning By-law.
- 1.4 Words and expressions as defined in the Constitution shall bear a similar meaning in these Conduct Rules.
- 1.5 The Conduct Rules are implemented in accordance with the Constitution.
- 1.6 The Homeowner must ensure that the lessee or occupant of the Erf is issued with a copy of the Conduct Rules.
- 1.7 Any complaints or concerns must be submitted in writing to the Managing and Administrative Agent for consideration and resolution.
- 1.8 The enforcement of the Conduct Rules is the sole responsibility of the Owners Association, and not Swartland Municipality.

## 2. USER

- 2.1 The provisions of these Conduct Rules and the responsibilities of the Homeowners in relation to the use and occupation of the Erf, dwelling and common property areas, shall be binding on all the Homeowners. It shall be the responsibility of each Homeowner to ensure compliance with the Conduct Rules by such Homeowner's lessee or occupant, including employees, guests and any member of the Homeowner's family.
- 2.2 The Homeowner or occupier shall not use or permit the dwelling to be used for any purpose other than residential. A maximum of 2 occupants per bedroom is allowed.
- 2.3 In the event of damage of any nature being caused to the Common Property by a Homeowner, lessee or occupier or any of their visitors, contractors, agents or employees, the Homeowner will be responsible for the costs of repairs.
- 2.4 All persons using any facilities or services in the Common Property do so at their own risk, and no person shall have any claim against the HOA of whatever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena, or otherwise.

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### 3. MAINTENANCE AND APPEARANCE

- 3.1 Homeowners shall be liable for the structural and aesthetic maintenance of the dwelling on the Homeowner's Erf. All maintenance shall comply with the standards set by the HOA.
- 3.2 Homeowners shall be liable for the maintenance of the paved driveway area of their Erf.
- 3.3 Each dwelling is equipped with a conservancy (sewerage) tank with a capacity of 8,000 litres. Homeowners/occupiers should manage the tanks responsibly by monitoring water use and arranging for the municipality to regularly pump out their tanks.
- 3.4 Conservancy tanks are for waste water only. It is against Municipal regulations to direct rainwater from gutters into the tanks. Water from swimming pools must be directed into the storm water drains and not onto the street.
- 3.5 Homeowners are responsible for painting their dwellings when necessary and use the paint colour specification in line with the aspect of all dwellings in the complex (see Annexure A). The Trustees have the right to inform owners when their home must be painted within a reasonable time (1 month) to avoid incurring penalties.
- 3.6 The Homeowner/occupier of an Erf shall not place ornaments on any part of the Common Property without prior approval by the Trustees.
- 3.7 Maintenance of the Common Property shall be the responsibility of a garden committee nominated by the Homeowners every year at the AGM.
- 3.8 The HOA must approve the design of all burglar bars and safety gates prior to being installed (see Annexure A).
- 3.9 Burglar alarm installation must be approved by the HOA prior to being installed. Flashing lights at night are prohibited.
- 3.10 A Homeowner/occupier of a house shall not erect washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building so as to be visible from the internal roads.
- 3.11 The transportation or moving of any furniture or heavy or bulky goods is the responsibility of the Homeowner/ occupier and the repair of any damage to any house or part of the Common Property as a result of such activity shall be for the account of the Homeowner concerned (who will be held responsible for the Homeowner's lessee or occupier).

### 4. PETS

- 4.1 Prior written permission to keep any pet must be obtained from the HOA, which consent shall not be unreasonably withheld.
- 4.2 Homeowners are limited to two pets per household. See Annexure B for requirements and recommendations.
- 4.3 All pets must be identified by means of a tag, clearly stating the unit number and telephone number of the Homeowner/occupier.
- 4.4 Dogs must be on a leash at all times when outside the Homeowner/occupier's property boundaries.
- 4.5 A Homeowner/occupier shall be responsible for the correct and immediate removal of such Homeowner's animal's excrement deposited on any part of the Common Property.
- 4.6 Pet owners are responsible to ensure that animals do not cause disturbance to other Homeowners/occupiers.
- 4.7 Animal disturbance and/or complaints need to be made in writing to the Managing and Administrative Agent, with detail of the complaint, date and time of disturbance and the unit number where the pet is kept.

### 5. REFUSE DISPOSAL

- 5.1 The Homeowner/occupier is encouraged to maintain proper bin room etiquette when using the communal facility for disposing of garbage.
- 5.2 Disposal of refuse is required to be in a hygienic, sealed bag. Bins must be filled from the door closest to the road.
- 5.3 The municipality collects refuse on a Monday and refuse should therefore be placed in the bins in the refuse room before 10:00 on Mondays.
- 5.4 Refuse are not allowed to be left outside the dwelling at any time, especially not overnight.
- 5.5 A Homeowner/occupier shall not dispose of any refuse that the Swartland Municipality will not remove, e.g. masonry, broken furniture, carpeting, paint drums/tins, etc.
- 5.6 Homeowners/occupier shall ensure that the door to the refuse room is closed and the gate to the area is locked.

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- 5.7 There are no recycling facilities at SVV and Homeowners/occupiers must dispose of their recycling items at the municipal bins situated at the town community hall, or the municipal bins at the end of Atlantic Drive in Pearl Bay.
- 5.8 Garden refuse is to be placed in the specific bins provided outside the refuse room. The municipality uses this to make compost, therefore plastic bags must not be placed in the garden refuse bins.
- 5.9 It is the responsibility of the Homeowner/occupier to inform domestic and other workers employed by them of the rules with regards to the disposal of refuse.

## **6. PAYMENTS OF LEVIES**

- 6.1 Homeowners are responsible for the payment of their monthly levy in advance on the 1st day of each month.
- 6.2 Homeowners whose levy payments lapse shall be liable to pay all administration cost, including legal costs. Such liability will include attorney and own client costs, tracing costs, collection commission, expenses and charges incurred by the HOA in obtaining the recovery of arrear levies, or in enforcing compliance with the Conduct Rules.
- 6.3 Should a Homeowner experience financial difficulty, acceptable arrangements can be made with the Managing and Administrative Agent to pay off levies in arrears.

## **7. SECURITY**

- 7.1 Right of Admission to Strandveld Villas Home Association is reserved.
- 7.2 Homeowners/occupiers must at all times ensure that security and safety requirements are complied with as follows:
  - 7.2.1 Ensure that upon entering or leaving the premises, all security gates are properly closed.
  - 7.2.2 Ensure that the gates are not opened for unknown or uninvited persons.
  - 7.2.3 Comply with the Health and Safety Plan for SVV.
- 7.3 The entrance gate to SVV operates with an electric motor. Caution should be exercised when entering and leaving the complex by vehicle. Homeowners/occupiers and visitors should take note of the methods to open the gate. See Annexure C.
- 7.4 NO TAILGATING at the front gate.
- 7.5 To ensure the safety and security of the complex when using the gate to enter or exit, motorists are advised to check that the gate closes behind them before driving off.
- 7.6 Pedestrians should use the side gate and coded access discs, to enter or exit the property. Make sure the gate is always closed after passing through.
- 7.7 Security gate sensors may not be obscured with any kind of material to prevent the security gates from closing.
- 7.8 Anybody tampering with or otherwise damaging the security gates and their control mechanism will be responsible and liable for repair costs.
- 7.9 Homeowners/occupiers who employ domestic workers must report their full names, addresses and ID numbers to the Trustees in writing in order to control potential trespassers and uninvited persons.
- 7.10 If a Homeowner/occupier supplies the Homeowner's domestic worker with a disc to gain access to the property, it is the Homeowner/occupier's responsibility to make sure such disc is returned upon the worker ceasing to be employed and that such person complies with the use of such.

## **8. NOISE AND DISTURBANCE**

- 8.1 A Homeowner/occupier shall not create any disturbance in or from the Homeowner's Erf, or in the Common Property. This includes excessive noise from music, people, motor vehicles and motorcycles, and excessive motor vehicle idling and revving.
- 8.2 No Homeowner/occupier may permit anything to be done in the Homeowner's house or in the Common Property which constitutes a nuisance or an unreasonable invasion of the privacy of the other residents, or allow children or visitors to cause any such disturbance.
- 8.3 Homeowners/occupiers shall especially ensure that noise is not excessive at night time.
- 8.4 Noisy work, especially with power tools, will only be allowed during the weekdays and on Saturdays from 8:00 - 12:00.
- 8.5 The hooters of motor vehicles may only be sounded in the Common Property as a warning of imminent danger and/or in the case of an emergency.
- 8.6 No boats may be cleaned in the complex, either in driveways or on the roads.



- 8.7 No explosives, fire-crackers, fireworks or similar items may be lit or set off on erven or on the Common Property.
- 8.8 No firearms may be discharged in any part of the Common Property, except under such circumstances that would reasonably justify the use of a firearm for self-defense.

## **9. GARDENS AND CONSERVATION AREA**

- 9.1 Homeowners are encouraged to plant water-wise indigenous plants in their gardens.
- 9.2 Should any plant or tree grow on to an adjoining Erf or should the roots of any such plant or tree disrupt the common fence or intrude upon an adjoining Erf, the Homeowner responsible shall be reasonably called upon to prune or remove such plant or tree.
- 9.3 Palisade fencing on the perimeter boundary walls may not be obscured with shade cloth.
- 9.4 The green area in the middle of the complex comprises endemic Renosterveld/Strandveld vegetation and is for the enjoyment of all residents. The Garden committee maintains this area as follows:
  - 9.4.1 paths in the area to be maintained for easy access
  - 9.4.2 no alien plants are allowed to be planted in the conservation area
  - 9.4.3 road verges around the conservation area to be kept clean and attractive.

## **10. PARKING AND DRIVING OF VEHICLES**

- 10.1 Homeowners/occupiers may only park their own motor vehicles on their Erf.
- 10.2 There is no visitor parking in the development. Visitors must park in front of the Homeowner's/occupier's garage.
- 10.3 If a visitor's vehicle has to be parked on the road, care should be taken that it does not obstruct moving traffic, obscure visibility or damage vegetation.
- 10.4 Trucks, caravans, trailers, boats or other heavy vehicles may not be parked in the Common Property.
- 10.5 Homeowners/occupiers shall:
  - 10.5.1 observe all road signs on the common property
  - 10.5.2 ensure that they do not exceed a speed limit of 20 (twenty) kilometres per hour when driving their vehicles on any part of the Common Property
  - 10.5.3 ensure that visitors and delivery vehicles abide by the speed limit
  - 10.5.4 ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property, including exit and entrance gates; non-compliance shall result in the recovery of the costs of repairing such damaged/defaced areas from the Homeowner.
- 10.6 Homeowners/occupiers shall not:
  - 10.6.1 drive their vehicles within the Common Property in any manner that creates a nuisance
  - 10.6.2 allow any unlicensed person to drive any vehicle in the Common Property
  - 10.6.3 be permitted to dismantle or affect major repairs to any vehicle on any portion of the Common Property or at a house or driveway
  - 10.6.4 be allowed to reside or sleep in a vehicle, caravan or tent on any part of the Common Property
  - 10.6.5 be allowed to play music in excess of 7 decibels above the ambient sound from a stationary vehicle
- 10.7 If any vehicle is parked or abandoned in contravention of these Conduct Rules, the Trustees may arrange for such vehicle to be removed or towed away, at the risk and expense of the Homeowner/occupier, including payment of a release penalty to be determined by the Trustees.

## **11. ALTERATIONS TO DWELLING, ERF AND/OR COMMON PROPERTY**

- 11.1 A Homeowner/occupier of an Erf shall not erect any awning, pergola, shade cloth structure, air-conditioning unit, aerial, satellite dish, water tanks, exterior safety gates to their front door or any other doors visible from the internal roads, or burglar bars to their windows that is not in compliance with the approved design and general aesthetics of SVV (See Annexure A)
- 11.2 Air-conditioning units must be installed in a designated area, not visible from the internal roads.
- 11.3 Alterations or additions to a dwelling:
  - 11.3.1 Outside alterations/renovations must be within the constraints of existing designs and plans. These plans must be drawn up by an architect or architectural technologist and approved by the HOA prior to submission to the local authority or council for their approval in terms of the National Building Regulations.

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- 11.3.2 Once building plans are approved and prior to the commencement of building operation on site the Homeowner shall comply with the following:
  - 11.3.2.1 The Homeowner is to pay a refundable builders' deposit comprising of 25% of the estimated cost to implement the renovation.
  - 11.3.2.2 The perimeter of the site must be enclosed with a 2m high hessian fence.
  - 11.3.2.3 A waste container (skip) with a lid must be on site.
  - 11.3.2.4 If a Homeowner fails to properly clean the site, all additional cost incurred for cleaning and/or the removing of rubble will be deducted from the refundable builders' deposit.
- 11.4 Building operations on site or any internal renovation that does not require building plan approval, requires the Homeowner to comply with the following conditions:
  - 11.4.1 Working hours: Monday to Friday 08:00 to 17:30.
  - 11.4.2 No building operations are permitted on weekends or public holidays.
  - 11.4.3 The property is to be kept clean and tidy of building materials and litter at all times.
  - 11.4.4 Rubble must be maintained on the site and covered at all times.
  - 11.4.5 Rubble exceeding 4 m3 must be removed on the same day.
- 11.5 Should, on inspection, the following transgressions occur, the HOA will take action and the cost incurred will be levied to the Homeowner's account:
  - 11.5.1 rubble exceeds 4 m3 and not removed within a day
  - 11.5.2 waste on the property not maintained within a waste container with a lid
  - 11.5.3 building materials or rubble creates a mess in the Common Property, road verges, sidewalks and roads and not cleaned to the satisfaction of the Trustees
  - 11.5.4 any area of the Common Property, road verges, sidewalks or roads damaged during building operations and not repaired to the satisfaction of the Trustees.
- 11.6 Should the Homeowner fail to comply with the working hours as per the above clause, it will incur a penalty per incident or day as determined by the trustees (see Annexure D).
- 11.7 Builder's stores may only be erected on site 7 days before building operations start.
- 11.8 It is the responsibility of the contractor/builder to ensure that the Homeowner's staff complies with the security formalities at the gate and within the complex boundaries.

## 12. SIGNS AND NOTICES

- 12.1 No Homeowner/occupier shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the Common Property or on a house, so as to be visible from outside the house. Show houses are permitted on a Saturday, and not more than twice a month, subject to the following conditions:
  - 12.1.1 The Homeowner must notify the Trustees of any plans to arrange a show house on the Homeowner's property.
  - 12.1.2 It is the Homeowner's responsibility to provide the Estate Agent with the correct discs and remote controls for access to the complex.
  - 12.1.3 Signage is allowed on show days to clearly mark the show house.
  - 12.1.4 The signage of the show house may be set up from Friday at 12:00.
  - 12.1.5 The signage of the show house must be removed immediately after the show house and no later than 18:00 on the day.
  - 12.1.6 Potential buyers should be encouraged to park in Buitenkant Street and enter the complex on foot.
  - 12.1.7 The speed limit of 20 km/h inside the complex must be observed at all times.
  - 12.1.8 Estate Agents must control the entry and exit of the visitors at all times.
  - 12.1.9 The Trustees reserve the right to remove any signage that does not conform to these Conduct Rules.

## 13. LITTERING

- 13.1 A Homeowner/occupier of a house shall not dispose of or permit any rubbish to be deposited or thrown on the Common Property or over any boundary walls.
- 13.2 Refuse, chemicals (such as paint) or any foreign materials should not be left on the Common Property or disposed of down the storm water drains.

#### **14. STORAGE OF IMFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 14.1 A Homeowner/occupier shall not store dangerous materials, or perform or allow any dangerous act in their or any other property (including the common property) which will or may increase the rate of the premium payable by the Trustees on any insurance policy.

#### **15. LETTING OF DWELLINGS**

- 15.1 All tenants of dwellings are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 15.2 Homeowners are obliged to provide their tenants with a copy of the Conduct Rules, which copy must be signed and available upon inspection if needed.
- 15.3 Lease agreements with tenants shall be for a minimum of 6 months.
- 15.4 Holiday lets or Short term rentals (such as Airbnb rentals) are not permitted.

#### **16. ERADICATION OF PESTS**

- 16.1 Homeowners are obliged to keep their property free of pests and vermin.
- 16.2 Pesticides that are a danger to the natural environment are prohibited.

#### **17. CHILDRENS PLAY**

- 17.1 No 'quad-bikes', carts, scooters or motorbikes may be used in the Common Property for recreational purposes.
- 17.2 Skate boarding and rollerblading are permitted on the property, but parents or caregivers must supervise children playing on the common property.
- 17.3 The throwing of stones or other solid objects on the common property is prohibited.

#### **18. IMPOSITION OF PENALTIES**

- 18.1 If the conduct of a Homeowner/occupier of a house or his visitors or guests constitutes a nuisance in the opinion of the Trustees, or if a Homeowner, occupier or visitor contravenes, breaches, disobeys or disregards the Conduct Rules, the Trustees may furnish the Homeowner/occupier with a written warning. In the notice, the particular conduct, which constitutes a nuisance, must be adequately described or the rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine in terms of these rules, will be imposed on the Homeowner.
- 18.2 If the Homeowner/occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter. Depending on the severity of the contravention of the Rule the trustees may deem it fit to conduct a formal hearing into the alleged misconduct by the Homeowner concerned.
- 18.3 Should a formal hearing be deemed necessary, a written notice by which the alleged offender (whether Homeowner or occupier) is informed of the purpose of the hearing and asked to attend, must be sent to the Homeowner and occupier at least 7 (seven) days before the hearing meeting is held.
- 18.4 At the meeting the Homeowner/occupier shall be given opportunity to present the Homeowner's case. The Homeowner's/occupier's participation in the proceedings will be limited to offering information in their defense, being asked questions in relation to the matter, and to provide mitigating circumstance concerning the complaint, should they wish to do so. No party other than the Trustees and the Homeowner/occupier concerned may attend the hearing.
- 18.5 After the Homeowner/occupier has been given the opportunity to present the Homeowner's case, the Trustees may by way of an unanimous resolution (100% of the Trustees present at the meeting), impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.
- 18.6 Any fine imposed in terms of 18.5, may, if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the Homeowner's levy account.
- 18.7 The Trustees shall be entitled to impose a penalty in the form of a fine, in respect of contraventions of the rules which do not amount to damages in a civil court of law. The penalties shall be revised from time to time (see Annexure D).
- 18.8 Should it be required for the Trustees to take legal action against a Homeowner/occupier, the homeowner shall be liable for all legal cost incurred by the Trustees as per clause 6.2 of these Conduct rules.

**19. ARBITRATION**

- 19.1 Any dispute, disagreement or claim arising out of or in connection with these Conduct Rules or the subject matter contained in these Conduct Rules, shall be referred to arbitration in accordance with the arbitration procedure and provisions contained in the Constitution, including, without limitation, any dispute concerning:
  - 19.1.1 the existence of the Conduct Rules apart from this clause
  - 19.1.2 the interpretation and effect of the Conduct Rules
  - 19.1.3 the parties' respective rights or obligations under the Conduct Rules
  - 19.1.4 any necessary amendments to the Conduct Rules
  - 19.1.5 the breach, termination or cancellation of the Conduct Rules or any matter arising out of the breach, termination or cancellation; and
  - 19.1.6 the damages arising in delict, compensation for unjust enrichment or any other claim, whether or not the rest of the Conduct Rules apart from this clause is valid and enforceable, shall be referred to arbitration in terms of this clause.
- 19.2 A Homeowner/occupier shall comply with any further directives issued by the Trustees in respect of these Conduct Rules.

**Signed**

..........(Chairperson, Owners Association)

Date .....11/3/2026.....

.....A.M. ZAAIMAN .....(Swartland Municipality)

Date .....2026/03/17.....

# ANNEXURE A

## MAINTENANCE AND APPEARANCE

### 1. Maximum heights

Only single storey buildings with a maximum height of 6,5m above finished floor level to the top of the roof ridge will be allowed. Conversion of roof spaces to accommodate loft rooms are not allowed.

### 2. Walls

All external walls will be masonry constructed. Timber, natural stone or any other construction type will not be used.

### 3. Wall finishes

External & Internal walls will be plastered and painted. Face brick or precast concrete will not be used. Colours advised by the SWV HOA for external use are:

- 3.1 The exterior walls of the houses and the boundary walls to be painted with Midalux 240 Grey A.P.S.
- 3.2 The external trimmings of the house around windows and doors to be painted with a white acrylic. This applies to the fascias and portions below the gutters surrounding the house.
- 3.3 Pergolas to be painted white.
- 3.4 The trimmings of the boundary walls to be painted with Midalux 240 Cream A.P.S.
- 3.5 The exterior of all structures within the Complex must be in accordance with the above Strandveld Villas palette.

### 4. Roofs

- 4.1 All major roof pitches are 25 to 35 degrees with a simple gable end.
- 4.2 Lean-to roofs have a pitch of 3 degrees and are behind simple parapets which are extensions to the main walls.
- 4.3 Materials and colour to be used will be consistent throughout the development.
- 4.4 All roofs will be Charcoal Grey.
- 4.5 The following materials must be used: Roof Sheets to be 0,47mm Corrugated Color bond roof sheeting.
- 4.6 Fascias must be painted in accordance with Strandveld Villas palette.

### 5. Pergolas

Pergolas (painted white) over guest parking in front of garages and over braai area may be covered with a roof system comprising of aluminium adjustable louvers, or a fixed roof as per 5.4, or polycarbonate IBR sheets. It is imperative that the installations tie in with the style of the Complex and do not negatively impact on the external aesthetics of the Complex.

### 6. Outbuildings

No additional permanent or temporary outbuildings or structures will be allowed on the property.

### 7. Garages

Garages may only be used for storage of vehicles and may not be converted to be used for living purposes. All garages will be horizontal slatted aluminium sectional overhead type automated doors.

### 8. Gutters

All roofs must have fascias and gutters running the full length of the roof. If gutters and down pipes are replaced it must be of the same type and colour as the unit initially was provided with namely powder coated seamless aluminium gutters and downpipes.

## 9. Burglar bars and security gates

- 9.1 Burglar bars should be of a simple rectangular form, painted white and placed internally. Clear view/transparent burglar bars are allowed.
- 9.2 Security shutters: American style aluminium or wood – painted white are allowed.
- 9.3 Security gates: Trellidor and Xpanda door designs in white and placed internally, are allowed.

## 10. Solar panels

Solar panels must be flush with the roof and unobtrusive.

## 11. Air conditioners

Air conditioner condenser units must be installed at ground level and screened. Only split units may be used.

## 12. General

- 12.1 No additional braai areas may be constructed (moveable braai's may be used).
- 12.2 All unsightly objects i.e. dust bins, refuse containers, wash lines and storage areas, pets accommodation must be enclosed in a screened back yard not visible from the roads or communal space.

**Note:** Also see the Strandveld Villas Design and Maintenance Guidelines document, updated January 2024.

# ANNEXURE B

## PETS

1. Only cats, dogs and caged birds are permitted. Aviaries are not permitted.
2. When applying to keep a pet, the following must be stated on the application form:
  - 2.1 The breed of the animal and the size of the dog when fully grown.
  - 2.2 An indication if the dog will be left alone at home for long stretches of time, (eg. if the owner is at work).
  - 2.3 Tenants must obtain approval from the Homeowner to keep a pet. The Homeowner must apply for such approval on behalf of the Homeowner's tenant.
  - 2.4 If a pet passes away, the Homeowner/occupier will again need consent for a new pet.
3. A homeowner/occupier suffering from a disability and who reasonably requires a guide dog, hearing or assistance dog, has the HOA's consent to keep such animal.
4. A Homeowner/occupier of an Erf may not permit their dogs to roam in the roads or on the common property.
5. Should any pet create an ongoing disturbance and the pet owner fails to resolve the problem, steps to address the issue may include the Homeowner/occupier being required to find another home for the animal.
6. A Homeowner who sells the Homeowner's house is duty bound at the time of negotiating the sale to clearly point out the rules pertaining to the keeping of pets.

# ANNEXURE C

## ENTRANCE GATE

1. There are four methods to open the gate. Telephonically, Gate Keypad, Accentronic app and the Remote.
  - 1.1 To open the gate telephonically, dial the gate cell number. The gate will open completely if your cell number is registered on the system.
  - 1.2 To open the gate when a visitor calls your house number via the keypad at the gate, press the number 1 on your cell phone keypad after you answered the call. The gate will open completely.
  - 1.3 To open the gate with the remote from the inside, press the red button once, the gate will open completely.
  - 1.4 To open the gate with the remote from the outside, press the blue button once, the gate will open halfway.
  - 1.5 To open the gate via the Accentronix app: Open the app on your cell phone. Press and hold the rectangular blue line for 2 seconds. The app will first try to call the gate via Bluetooth, if not successful it will call the gate via your internet data on your phone. The gate will open completely.

## ANNEXURE D

### PENALTIES with regards to:

1. Clause 6 – Payments of Levies
  - 1.1 The Board is entitled to charge a R200.00 penalty per month for any outstanding levy amount exceeding R500.00.
2. Clause 11 – Alteration/addition to property Erf and/or the Common Property
  - 2.1 Should the Homeowner fail to comply with the working hours as per the clause 11.4.1 of the Conduct Rules, the Homeowner will incur a penalty of R1 000.00 per incident or day as determined by the Trustees.
3. Clause 18 – Imposition of penalties
  - 3.1 If the Homeowner/occupier persists in a particular conduct or in the contravention of a particular rule, after being issued with a warning to stop such behaviour, a penalty of R500.00 will be incurred, and a subsequent penalty of R1 000.00 thereafter, should the particular unacceptable conduct or contravention persist.



**ERF 1366,**

StrandveldVILLAS  
YZERFONTEIN

**Architectural Design Guidelines**



Amended November 2025

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## 1. INTRODUCTION

The intention of this Architectural Design Guidelines is to ensure a harmonious community of dwellings in a Cape Vernacular Style.

Units will be marketed on a plot and plan basis. Individual units will be constructed by a builder accredited by the developer<sup>1</sup>, in accordance with one of the 10 proposed building prototypes. See attached examples in annexure A.

Future owners will be allowed to adapt the internal layout of units to suite personal preferences.

These guidelines intend to be a clear statement to future owners with regard to:

- The aesthetic character of the development;
- Permitted construction activities; and
- Materials and colours to be used if and when renovation is necessary.

These guidelines are supplementary to the National Building Regulations and requirements of the Local Authority.



Strandveld Villas, Show House Erf 2543

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<sup>1</sup> The construction agreement will be between the owner and the accredited builder.

## 2. BUILDING ENVELOPE

2.1. Deviations from the table on page 4 are subject to Developers / Architects approval, as long as the Designs conforms with the Strandveld Villas Architectural look and feel.

2.2. Please note: Variations to House Types and House Type Sizes / Footprints including exterior changes (additional rooms) will be considered subject to Developers and Architects approval.

2.3. Therefore House Types 1 through to and including Show House Type can be renamed accordingly and therefore a New House Type can be created. In a case like this a revised Site Plan will be submitted with the Building Plan indicating a New House Type for approval by Swartland Municipality.

2.4. None of the above constitutes a deviation from the regulations promulgated in terms of section 8 of the Land Use Planning Ordinance, 1985 (Ord 15 of 1985). Applications for departures are thus not required.

↳ As replaced by  
the By-Law

### Please note:

(A) refers to single garage.

(B) Refers to double garage



\*\* The Table on page 4 is a Guideline indicating the House Type Options, subject to revision in accordance with Developers and Architects Approval.



<u>Erf / plot No</u>	<u>Erf size (m<sup>2</sup>)</u>	<u>House Type Options</u> **	<u>Total size of House Type</u>	<u>Height</u>	<u>Parking space</u>	<u>Building lines</u>
2540 Plot no 1	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	Street: min. 0.2m  Side: min.1m  Side: min. 0m  Back: min. 3m  Back, next to P.O.S: min. 1.5m
2541 Plot no 3	361	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2542 Plot no 5	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2543 Plot no 7	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2544 Plot no 9	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2545 Plot no 10	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2546 Plot no 11	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2547 Plot no 12	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2548 Plot no 13	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2549 Plot no 14	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2550 Plot no 15	347	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2551 Plot no 16	353	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2552 Plot no 18	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	

2553 Plot no 20	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2554 Plot no 22	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2555 Plot no 24	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2556 Plot no 26	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2557 Plot no 28	318	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2558 Plot no 29	396	1,1 A/B 1,2 A/B 2,1 A/B 2,2 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2559 Plot no 30	345	1,1 A/B 1,2 A/B 2,1 A/B 2,2 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2560 Plot no 31	332	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2561 Plot no 32	326	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2

2562 Plot no 33	396	1,3 A/B 1,4 A/B 2,3 A/B 2,4 A/B 3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2563 Plot no 34	265	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2564 Plot no 35	268	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2565 Plot no 36	268	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2566 Plot no 37	268	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2567 Plot no 38	268	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2568 Plot no 39	268	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2569 Plot no 40	266	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2570 Plot no 8	320	3 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2571 Plot no 6	268	3 A/B 6 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2572 Plot no 4	271	3 A/B 6 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2573 Plot no 2	273	3 A/B 6 A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2
2575 Plot no 17	334	4 A/B 5 A/B SH /B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2

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2576 Plot no 19	337	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2577 Plot no 21	337	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2578 Plot no 23	337	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2579 Plot no 25	337	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	
2580 Plot no 27	331	4 A/B 5 A/B SH A/B	Subject to approved plan	1 storey	Garage: 1/2 Drive way: 2	

### 3. SCALE AND PROPORTIONS

#### 3.1. Plans Shapes

House forms are simple rectangular or composite rectangular forms. All buildings are placed parallel to boundaries or at least one boundary on odd shaped sites.

#### 3.2. Maximum heights

Only single storey buildings with a maximum height of 6,5m above finished floor level to the top of the roof ridge will be allowed. Conversion of roof spaces to accommodate loft rooms will not be entertained.

### 4. WALL CONSTRUCTION MATERIALS AND FINISHES

#### 4.1. Wall construction

All external walls will be masonry constructed.  
Timber, natural stone or any other construction type will not be used.

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## 4.2. Wall finishes

External & Internal walls will be plastered and painted. Face brick or precast concrete will not be used.

## 4.3. Colours advised by developer and architect

- Day Bed 50% Lighter (this will be called "Strandveld")
- Elm Wood (Suggested name: "Fynbos")
- Angel (Suggested name: "Terra Dassen")
- Melanie (Suggested name: "Meeurots")
- The trims will be in Enamel (suggested name Atlantic Dusk)

## 5. ROOFS

### 5.1. Major roof form

Major roof forms are double pitched and coincide with major plan elements. All major roof pitches are 25 to 35 degrees with a simple gable end.

### 5.2. Lean-to roofs

Lean-to roofs have a pitch of 3 degrees and are behind simple parapets which are extensions to the main walls.

### 5.3. Pergolas

Pergolas (painted White) over guest parking in front of garages and over braai area may be covered with a roof system. (Awnmaster – Aluminium Adjustable Louvers or fixed – As per Developers choice's)

### 5.4. Roof materials and colour

Materials and colour to be used will be consistent throughout the development.

The exact material to be used will be the following:

Roof Sheets to be 0,47mm Corrugated Color bond roof sheeting.

All roofs will be Charcoal Grey.

Polycarbonate roof sheeting may also be used over the covered braai / patio areas.

### 5.5. Roof lights

Only Velux or similar type rooflights, fitted flush into the roof plane, are allowed. No dormer windows permitted.

## 6. OUTBUILDINGS AND GARAGES

### 6.1. Outbuildings

No additional permanent or temporary outbuildings or structures will be allowed on the property.

### 6.2. Garages

Garages may only be used for storage of vehicles and may not be converted to be used for living purposes.

All garages will be horizontal slatted aluminium sectional overhead type automated doors.

## 7. GABLES, FACIAS, GUTTERS AND CHIMNEYS

### 7.1. Gables

Roofs will overhang the gable wall by 200mm / 300mm with fascia boards and barge capping.

### 7.2. Facias

Facias must be painted in accordance with Strandveld Villa's palette

### 7.3. Gutters

All roofs must have facias and gutters running the full length of the roof. If gutters and down pipes are replaced it must be of the same type and colour as the unit initially was provided with namely powder coated seamless aluminium gutters and downpipes.(Roof colour – Charcoal Grey)

### 7.4. Chimneys

To be provided with steel turbo vents only.

## 8. WINDOWS AND EXTERNAL DOORS

All units will be provided with similar type and dimension of windows and external doors. Windows to be white powder coated aluminium windows. No mirror-type style glass is permitted.

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## 9. BOUNDARY WALLS, FENCES AND GATES

### 9.1. Boundary walls

Boundary walls will be constructed by the developer.

All street boundary walls may be a maximum of 1.1m high from the finished landscaped level.

Where property boundaries face a public open space, a 1m high masonry boundary wall with see-through fencing (to be advised by landscape architect) to a height of 1.5m or 1.8m will be provided depending.

Side boundaries between units will be provided with a maximum 1.8m high plastered wall.

Where necessary the wall will be stepped down to 1.5m high plastered and painted wall

All boundary walls must be painted (colour chosen by Developer).

No pre-cast concrete, face brick or timber fences are allowed.

### 9.2. Gates

Gates are Galvanised Aluminium Hot Dipped and Painted or maranti (As per Developers Choice).

## 10. BRAAI'S

A braai is provided as part of the outside patio or situated inside the house. No additional braai areas may be constructed (moveable braai's may be used).

## 11. GENERAL

11.1. Solar heating panels must be flush with the roof and unobtrusive, preferably on flat roof sections.

11.2. Air conditioner condenser units must be installed at ground level and screened. Only split units may be used.

11.3. Post boxes are available at Yzerfontein Post Office.

- 
- 11.4. Burglar bars should be of a simple rectangular form placed internally. (As per Show House & Show Room).
- 11.5. All unsightly objects i.e. dust bins, refuse containers, wash lines and storage areas, pets accommodation must be enclosed in a screened back yard not visible from the roads or communal space.

## 12. PLAN SUBMISSION AND APPROVAL PROCESS

- 12.1. Building plans for all units and structures will be submitted for approval by Swartland Municipality, before any construction commence.
- 12.2 All building plans will be drafted and submitted by Zanthè Seaton Designs, or any competent persons appointed by the developer.
- 12.3 Any amendments to buildings or boundary walls after building plan approval or completion of construction must be scrutinised by Zanthè Seaton Designs (or any other competent persons appointed by the Developer) in order to ensure that it adheres to these guidelines before it can be submitted to the local authority for approval.

## 13. SANS ENERGY EFFICIENCY

SANS 10400 ( South African National Standards ) the SANS 10400 – XA and SANS 204 – Energy Efficiency in buildings. Strandveld Villas Development to be exempted from this regulation as the Design Work for this project was commenced and significantly progressed with before the date of coming into effect.

## 14. Swimming Pool and Jaccusi's

to comply to the requirements of Part D of the SANS 10400

## 15. Conservancy Tanks

Conservancy Tanks have been installed according to Municipal Regulations

ANNEXURE A

# BUILDING PROTOTYPES

## Examples Selected Below

**HOUSE TYPE - 1**

TYPE 1	AREAS	EFF OPTIONS
2 Bedrooms	House 125 sqm	Garage on Right side
2 Bathrooms	Garage 40 sqm	Eff: 2551
Double Garage	Front Ent. 1 sqm	Eff: 2552
	Total area under roof 166 sqm	Eff: 2553
	Covered Patio 9 sqm	Eff: 2554
		Eff: 2555
		Eff: 2556
		Eff: 2557

Free site visit/audit available to all interested parties only

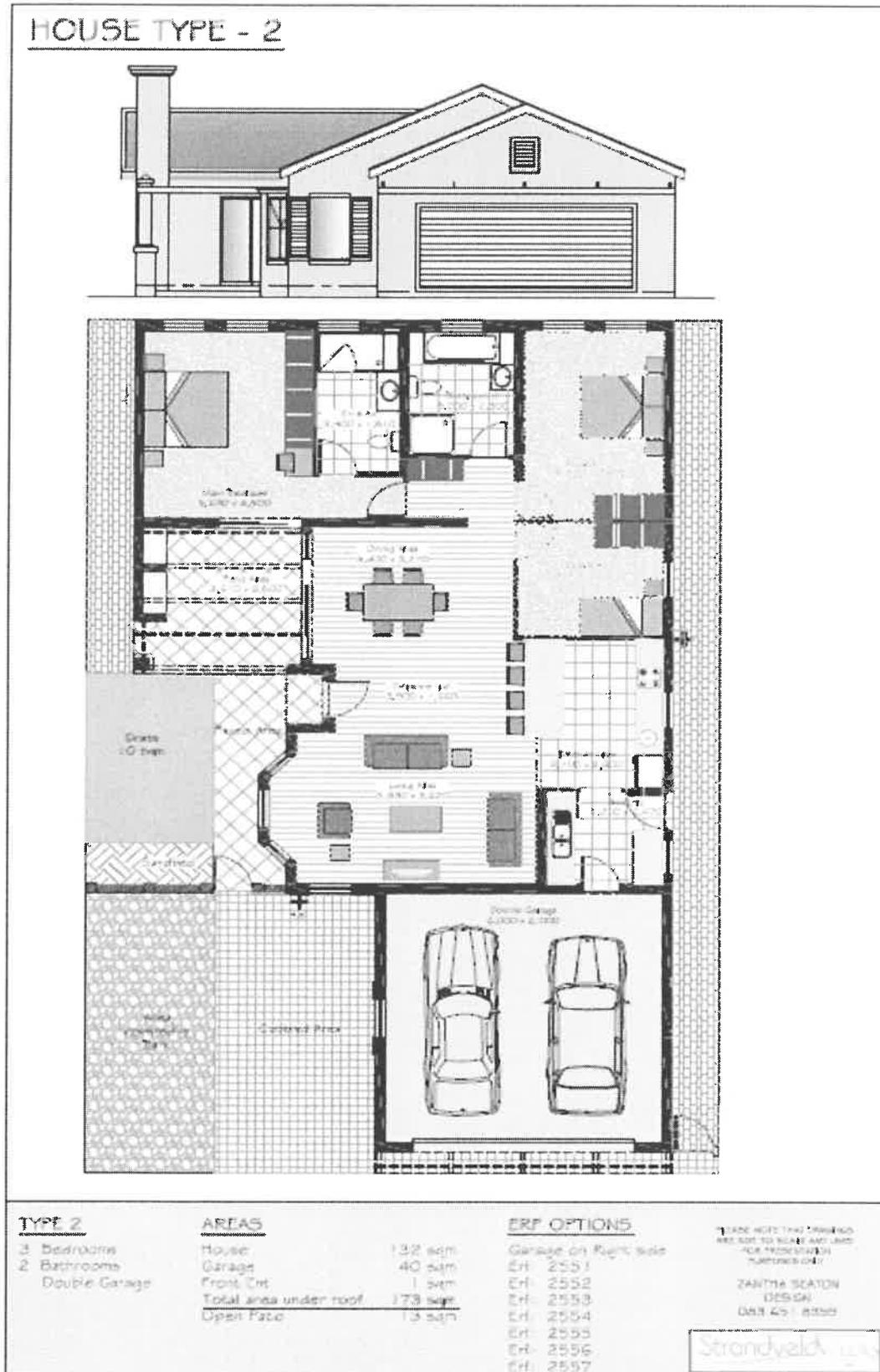
ZANTHÈ SEATON DESIGN  
053 251 8358

Strandveld Villas

Prepared by Zanthè Seaton – January 2024

Reference to Show House

*ZS*<sup>12</sup>  
*WP*



Prepared by Zanthè Seaton – January 2024

Reference to Show House

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**HOUSE TYPE - 3**

**TYPE 3A**

TYPE 3A	AREAS	ERF OPTIONS
2 Bedrooms	House 104 sqm	Garage on Left side
2 Bathrooms	Garage 24 sqm	Er: 2564
Single Garage	Total area under roof 128 sqm	Er: 2565
	Open Patio 12 sqm	Er: 2566
		Er: 2567
		Er: 2568
		Er: 2569

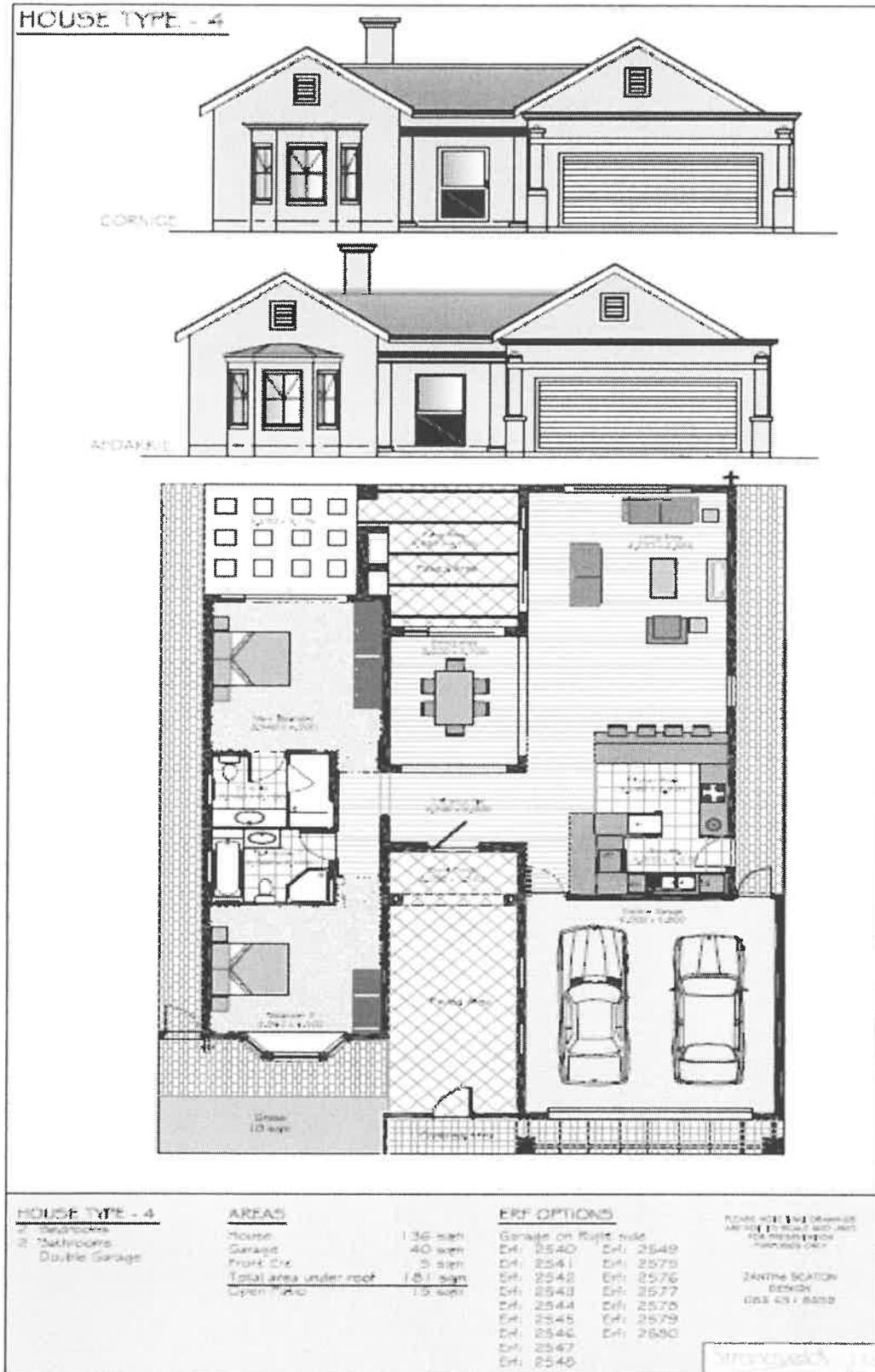
PLEASE NOTE: ALL DRAWINGS ARE NOTED SCALE AND UNITS FOR PRESENTATION PURPOSES ONLY

ZANTHE SEATON DESIGN  
063 651 8359

Strandveld Villas

Prepared by Zanthè Seaton – January 2024

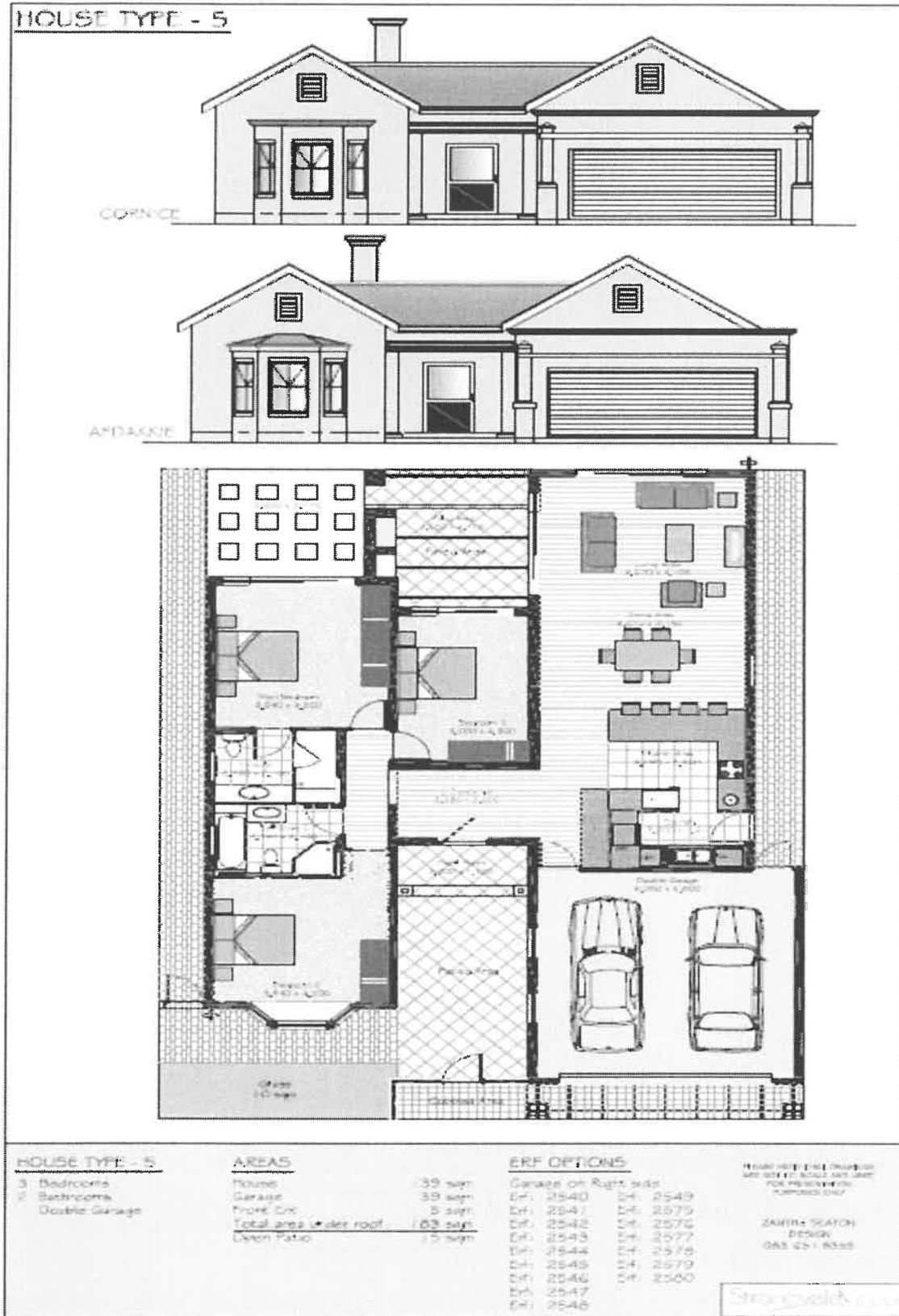
Reference to Show House



Prepared by Zanthè Seaton – January 2024

Reference to Show House

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Prepared by Zanthè Seaton – January 2024

Reference to Show House

**SHOW HOUSE TYPE**

SHOW HOUSE TYPE	AREAS	ERF OPTIONS	FOR MORE INFO CONTACT ZANTHÈ SEATON 065 451 8888
2 Bedrooms	Total 136 sqm	Garage on Right - only	
2 Bathrooms	Garage 40 sqm	Er: 2540 Er: 2549	
Double Garage	Front Driv 0 sqm	Er: 2541 Er: 2575	
	Total area under roof 181 sqm	Er: 2542 Er: 2576	
	Open Patio 10 sqm	Er: 2543 Er: 2577	
		Er: 2544 Er: 2578	
		Er: 2545 Er: 2579	
		Er: 2546 Er: 2580	
		Er: 2547	
		Er: 2548	

FOR MORE INFO CONTACT  
ZANTHÈ SEATON  
065 451 8888

Strandveld Villas

Prepared by Zanthè Seaton – January 2024

Reference to Show House

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ANNEXURE B

# SITE DEVELOPMENT PLAN



Prepared by Zanthè Seaton – January 2024

Reference to Show House

Handwritten signatures and initials, including a large signature and the initials 'WB'.

**Signed**

  
.....(Chairperson, Owners Association)

Date ..... 11/3/2026 .....

A.M. ZAYMAN  .....(Swartland Municipality)

Date ..... 2026/03/17 .....