



BOSCHENDAL ESTATE DESIGN GUIDELINES (FOUNDERS' ESTATES)

March 2010

Approved by the South African
Heritage Resources Authority
(SAHRA)

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PREAMBLE

Boschendal (Pty) Ltd is the registered owner of the land comprising the Boschendal Estate situated in the Dwars River Valley in the Western Cape Province, South Africa.

Boschendal traces its origins back to 1685 when the land on which the historic “Heerenhuis” stands was granted to a French Huguenot – Jean le Long. The 300 year lineage that has shaped Boschendal has produced gracious Cape Dutch homesteads, rolling lands and verdant vineyards backed by majestic mountains in the Dwars River Valley. Under the custodianship of its previous owner, Anglo American Farms Limited, Boschendal has become South Africa’s pre-eminent viticultural property and an acknowledged national asset. These factors and circumstances contribute to the rich cultural and natural heritage that gives this area its unique place in the cultural history of South Africa and the world.

The Boschendal Estate Founders’ Estates Domain has been declared, in terms of NHRA, as a “National Heritage Site” by SAHRA as a result of it being contained within the Cape Winelands Cultural Landscape which has been recognised by SAHRA for its outstanding qualities as a cultural landscape.

Boschendal has acquired the rights to the subdivision and development in respect of the Boschendal Estate Founders’ Estates Domain. In view of the natural and cultural significance of the area, it is recognised that any development on the Founders’ Estates must respond to the features, qualities and character of the landscape and the environment. By purchasing a Founder’s Estate an Owner accepts responsibility for the protection of his/her Founder’s Estate as a National Heritage Site.

Against this backdrop, and pursuant to the conditions of approval for the subdivision of the Founders’ Estates in terms of the SAHRA Consent and the LUPO Consent, these Guidelines have been prepared to set out and

communicate to Owners and relevant authorities the objectives, principles and guidelines for the undertaking of Improvements on a Founder's Estate. The preparation of these Guidelines has been informed by Section I of the HIA Report.

The overarching purpose and objective of the Guidelines is to respect the authenticity and integrity of the landscape by:

- (1) Ensuring that any physical development on the Founders' Estates is planned, designed and undertaken in a manner that harmonises with and responds to the agricultural, cultural and natural environments of the Boschendal Estate;
- (2) Facilitating and promoting an architectural and design approach that responds authentically to the unique qualities of the environment in which each Founder's Estate is located, and its surroundings; and
- (3) Regulating such matters as building form and structure, coverage, floor area, building height, colour, landscaping, building materials etc.

These Guidelines shall be administered by the Founders' Estates Master Review Committee ("**MRC**"). The role of the MRC is to evaluate the plans and designs for each proposed Improvement in advance of any application by an Owner for building plan approval or other permit, consent or authorisation required by law. The purpose of the evaluation of plans by the MRC is:

- To determine whether or not the Improvements are appropriate, in the context of the unique qualities and features of the Founder's Estate in question and its surroundings;
- To determine whether or not the Improvements comply with the objectives, principles and standards of the Guidelines; and

- To ensure that the Guidelines are applied in a manner that will give effect to the overarching purpose and objective of these Guidelines.

Against this backdrop, Boschendal encourages Owners to have their architects, designers and builders contact the MRC prior to commencing the detailed design and/or planning of Improvements, so that these parties may gain a thorough understanding of the purpose and objectives of these Guidelines.

Save as set out below, these Guidelines are applicable to all the Founders' Estates (i.e. Founders' Estates No.'s 2-19).¹ Whilst these Guidelines are applicable to both Founders' Estates No.'s 8 and 15, it shall be noted that these Guidelines provide a broad reference point only in respect of proposed Improvements on Founders' Estates No.'s 8 and 15 as the latter are considered as "highly sensitive" from the perspective of potential adverse visual impacts associated with physical development of these sites. The appropriate character, form and scale of any proposed Improvements on Founders' Estates No.'s 8 and 15 will be the subject of and determined by a Visual Impact Assessment for each site.

In light of the unique qualities of Founders' Estates No.'s 8 and 15, the specific design proposals in respect of any Improvements on these Founders' Estates must be informed by the principle that any physical development and landscaping shall be undertaken in a manner that would avoid adverse visual impacts on the cultural landscape. Where such impacts cannot be altogether avoided, they shall be minimised and remedied to the satisfaction of the MRC.

¹ Founder's Estate No. 1 has been designated to serve as a Farm Management Centre for the Boschendal Estate and has been excluded from the application of these Guidelines.

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TERMINOLOGY

- (1) **ALIENATE** – alienate in any manner. This includes by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, either voluntarily or involuntarily, and irrespective of whether such alienation is subject to a suspensive or resolute condition. ‘Alienation’ shall have a corresponding meaning, provided that Alienation excludes any hypothecation, including by way of mortgage or pledge.
- (2) **ALTER** – includes any action which significantly affects or changes the structure, appearance or physical properties of the Improvements, whether by way of structural or other works, by painting, plastering or other decoration or any other means, but excludes painting, plastering or other decorative and maintenance work that does not result in a significant change to the nature, appearance or physical properties of the Improvements. ‘Alteration’ shall have a corresponding meaning.
- (3) **BEFEPOA** – Boschendal Estate Founders’ Estates Property Owners’ Association (association incorporated under Section 21 of the Companies Act, 1973) Registration No. 2008/010914/08, which has jurisdiction over the Boschendal Estate Founders’ Estates Domain.
- (4) **BEFEPOA CONDUCT RULES** – the conduct rules for the Owners of Founders’ Estates on the Boschendal Estate Founders’ Estates Domain.
- (5) **BEMPOA** - Boschendal Estate Master Property Owners’ Association (company incorporated under Section 21 of the Companies Act, 1973), Registration No. 2008/009757/08, which has jurisdiction over the Boschendal Estate.
- (6) **BEMPOA MASTER RULES** - the rules which regulate the conduct of all members or their invitees, of all the Property Owners’ Associations.

- (7) BOSCHENDAL – Boschendal (Proprietary) Ltd.
- (8) BOSCHENDAL ESTATE – the land owned by Boschendal, comprising approximately 2242 hectares, of which the Boschendal Estate Founders' Estates Domain is part, and in respect of which the Founders' Estates is part of the Boschendal Estate Founders' Estates Domain.
- (9) BOSCHENDAL ESTATE FOUNDERS' ESTATES DOMAIN – that area of the Boschendal Estate so demarcated.
- (10) CAPE WINELANDS CULTURAL LANDSCAPE – the area so described by SAHRA.
- (11) CMP – Conservation Management Plan, being part of the HMA.
- (12) CONSOLIDATED LAND – the consolidation of Portions 2, 5, 8 and 9 of the Farm Boschendal No. 1674.
- (13) DEVELOPABLE AREA – that area of an Excluded Area upon which Improvements may be erected in the manner and form described in the Guidelines.
- (14) DEVELOPMENT PERIOD – until either:
- Boschendal notifies BEMPOA that the Development Period is at an end; or
 - until the last transfer or Alienation of any land on the Boschendal Estate,
- whichever event occurs first.

- (15) DOMAINS – the various Domains of the Boschendal Estate. The Domain for the Founders' Estates is the "Boschendal Estate Founders' Estate Domain".
- (16) ENVIRONMENT – the agricultural, cultural and natural environments and/or landscapes within which the Boschendal Estate Founders' Estates Domain is located.
- (17) EXCLUDED AREAS – that part of a Founder's Estate which is excluded from the FMPLA, and on which the Developable Area is situated.
- (18) EXISTING IMPROVEMENTS – any improvements of a permanent nature on the Developable Area of any Founder's Estate which may be Altered by an Owner.
- (19) FARMSTEAD – the improvements of a permanent nature to be erected by an Owner on the Developable Area of a Founder's Estate.
- (20) FEAL – those various portions of land, being portions of all the Founders' Estates which, as a composite indivisible entity, are the subject matter of FMPLA.
- (21) FMPLA – being a 99 year lease in terms of which:
- The landlord is Boschendal;
 - The tenant is Boschendal Winery (Pty) Ltd; and
 - The subject matter is FEAL.
- (22) FOUNDERS' ESTATES – the sub-divided portions of the Consolidated Land into 19 sub-divisional units, comprising 18 Founders' Estates and one remainder portion, subdivided in terms of:
- the SALA Consent;

- the LUPO Consent; and
- the SAHRA Consent.

(23) GUIDELINES – the Boschendal Estate Design Guidelines (Founders' Estates).

(24) HIA REPORT – the Heritage Impact Assessment Report, prepared by Baumann & Winter Heritage Consultants dated 16 January 2006.

(25) HMA – the Heritage Management Agreement, prepared pursuant to the SAHRA Consent.

(26) IMPROVEMENTS – either :

- the erection of a Farmstead; or
- the Alteration of Existing Improvements,

on a Founder's Estate, which includes verandahs, stoeps, patios, pergolas, swimming pools, tennis courts, recreational areas, hard landscaping interventions, Private Roads, walls, fencing and gardens.

(27) LANDSCAPE DOMAINS - the three district landscape domains of the Founders' Estates, namely:

Category A: Generally located below the 265m contour line.

Category B: Generally located between the 265 – 300m contour line.

Category C: Generally located above the 300m contour line.

- (28) LANDSCAPE GUIDELINES – the Landscaping Guidelines attached as Annexure 1 to the Guidelines.
- (29) LUPO – the Land Use Planning Ordinance No. 15 of 1985 (Western Cape).
- (30) LUPO CONSENT - the approval, including the conditions relating thereto, with respect to the consolidation and subdivision of the Boschendal Estate Founders' Estates Domain, in terms of LUPO.
- (31) MEMORANDUM OF AGREEMENT – the agreement entered into between Boschendal, the Cape Institute of Architects, the Drakenstein Heritage Foundation and the Franschhoek Valley Conservation Trust dated 30 May 2008.
- (32) MRC – the Founders' Estates Master Review Committee.
- (33) NHRA – National Heritage Resources Act, No. 25 of 1999.
- (34) OWNER – a registered owner of a Founder's Estate.
- (35) PROPERTY OWNERS' ASSOCIATIONS – all the property owners' associations established in connection with the Boschendal Estate for the various Domains.
- (36) ROADS – the roads on or serving the Boschendal Estate, being:
- Public Road(s), which is any road to which members of the public have access, i.e. a road owned and maintained and under the jurisdiction of the relevant governmental authority;
 - Domain Road(s), which is any road on a Domain, and which serves a Domain; and

- Private Road(s), which is a road which serves and allows access to only the Excluded Area from the boundary of the relevant Excluded Area, to the relevant Domain Road.
- (37) SAHRA – the South African Heritage Resources Agency established in terms of the NHRA.
- (38) SAHRA CONSENT - the consent, including the conditions relating thereto, to the consolidation and subdivision of the relevant land comprising the Boschendal Estate Founders' Estates Domain, by SAHRA, in terms of the NHRA.
- (39) SALA CONSENT – the consent, including the conditions relating thereto, to the consolidation and subdivision of the relevant land comprising the Boschendal Estate Founders' Estates Domain, in terms of the Subdivision of Agricultural Land Act No. 70 of 1970.
- (40) SALES AGREEMENT – the agreement to be entered into between Boschendal and a prospective purchaser of the Founders' Estates in terms of which a Founder's Estate is effectively transferred to the purchaser.
- (41) SCHEME REGULATIONS – the Scheme Regulations made in terms of section 8 of LUPO and published in PN 1048 in *Provincial Gazette* 4563 of 5 December 1988.
- (42) STOREY – has the meaning ascribed to that term in the Scheme Regulations.
- (43) UTILITY LINES – any form of conveyance of any service or commodity, including a pipe line, a telephone line, electric power or water line, or any other line that supplies a service or commodity to a Founder's Estate.

SECTION 1:

OBJECTIVES, PRINCIPLES AND GUIDELINES

1. INTRODUCTION

The Boschendal Estate Founders' Estates Domain consists of the:

- (a) FEAL; and
- (b) on a Founder's Estate an Excluded Area; which comprises a:
 - (i) a Developable Area; and
 - (ii) a Sensitive Zone (the "Sensitive Zone").

1.1. FEAL

FEAL is that portion of each of the Founders' Estates which, as a working farm, is leased in terms of the FMPLA for agricultural purposes.

1.2. Excluded Area

- (i) The Excluded Area refers to the 8000m² area that is excluded from FEAL.
- (ii) In determining the extent of the Developable Area on each Founder's Estate, differentiation has been made between three categories of Excluded Areas in accordance with the Landscape Domains.

1.3. **Developable Area**

- (i) The Developable Area is the portion of the Excluded Area on which Improvements may be undertaken in the manner and form described in these Guidelines.
- (ii) The precise location and size of the Developable Areas has been determined by the Memorandum of Agreement and is recorded in the diagram attached to these Guidelines (marked “Plan B”).
- (iii) Modifications to the “Developable Area” shall only be considered by SAHRA if SAHRA is persuaded that, through creative design the philosophy, objectives and principles of these Guidelines would be served. Any proposed modifications to the “Developable Area” will be examined by SAHRA at the expense of the Owner.
- (iii) Any modification of the location and size of the Developable Areas will, in addition to SAHRA’s written consent, also require the written consent of the parties to the Memorandum of Agreement
- (iii) The Owner must be able to demonstrate, that extraordinary circumstances exist justifying the modification to the “Developable Area”, and acknowledges that SAHRA may request independent studies to be carried out at the Owner’s cost in connection with a proposed modification.

1.4. **Sensitive Zone**

- (i) The Sensitive Zone is that part of the Excluded Area not comprising the Developable Area. The Sensitive Zone is not suitable for Improvements due to the visual, cultural and/or environmental sensitivity thereof.

- (ii) Subject to clause 1.3, the undertaking of Improvements in the Sensitive Zone is not categorically prohibited, provided that an Owner must be able to establish, in support of any application to undertake Improvements in the Sensitive Zone, and with reference to specialist studies, that any proposed Improvements in the Sensitive Zone would be consistent with the philosophy, objectives and principles set out in these Guidelines and would not result in any significant adverse visual impacts on the Environment.

2. OBJECTIVES OF THESE GUIDELINES

- 2.1. The primary objective of the Guidelines is to respect the authenticity and integrity of the Environment by helping to ensure that any Improvements on the Founders' Estates shall be planned, designed and undertaken in a manner that harmonises, complements and responds to the qualities of the Environment as well as the unique features of each Founder's Estate.
- 2.2. No Improvement should stand so apart in its design, architectural character or construction as to detract from the overall quality, authenticity and integrity of the Environment.
- 2.3. Accordingly, the Guidelines provide for:
- Minimum standards of design, justified in part by the climate, terrain, and the Environment;
 - Direction for Owners (and their agents or contractors) in the planning, design and undertaking of Improvements; and
 - Direction for the MRC and/or SAHRA in terms of which plans and designs for each proposed Improvement shall be

assessed, evaluated and adjudicated by the MRC and/or SAHRA,

to ensure that all Improvements on the Boschendal Estate Founders' Estates Domain are consistent with the philosophy, objectives and principles of these Guidelines.

- 2.4. Subject to clause 48.6, the Guidelines may be departed from, at the discretion of the MRC and SAHRA.

3. OVERARCHING PRINCIPLES APPLICABLE TO THE PLANNING, DESIGN AND UNDERTAKING OF IMPROVEMENTS

- 3.1. The specific design, planning, building and construction guidelines contained in these Guidelines, are prefaced by several overarching principles.

- 3.2. The overarching principles set out below have been formulated with the purpose of ensuring that any potential negative impacts on the Environment associated with the Improvements will be avoided; and where they cannot be altogether avoided, that they be minimised.

- 3.3. The principles set out in this section shall inform the architectural character, planning, design and review of all proposed Improvements.

3.4. Authenticity and integrity

- (a) Authenticity and integrity are regarded as the key components to the design, planning and evaluation of any proposed Improvements on the Founders' Estates.

- (b) Authenticity can relate to both the physical fabric and the social spatial meanings associated with buildings, places and spaces. It refers to what is considered to be true and original in relation to the significance of the site.
- (c) Authenticity and integrity relate to the need for a positive response to all the layers of the historical fabric and associations from the late 17th century. The principle is particularly applicable to the Boschendal farmlands, which includes FEAL as both a working farm, and as a composite, unfragmented agricultural landscape, as opposed to an ornamental or suburban landscape.
- (d) Authenticity and integrity indicate that the agricultural landscape should not be adversely affected by any physical development or Improvements. There should be no attempt to turn the landscape into something it never was, or to allow any kind of activity that would be detrimental to its authentic character as a working farm.

3.5. **Cultural landscapes**

- (a) The historical pattern of cultivation and settlement in the Dwars River Valley has a logic and timeless quality and constitutes the visual and aesthetic quality for which the Cape Winelands are famed.
- (b) There should be a positive response to historical patterns in the landscape that have endured over time. This relates primarily to the pattern of buildings in relation to topography and the hierarchy of routes. Building did not occur historically in an ad hoc manner, but in response to a carefully considered and environmentally based set of structural principles, which should be respected in any proposed Improvements.

- (c) Improvements should be supportive of, and not in conflict with, the enduring significance of the cultural landscape and historical building patterns.
- (d) Improvements should be subordinate to the cultural landscape and the visual-spatial qualities of the FEAL as a composite, unfragmented agricultural landscape. This should be reflected in the scale of any Improvements in terms of the footprint, massing, architectural treatment of Improvements and the movement likely to be generated.

3.6. **Historical layering**

- (a) All historical periods contribute to the significance of Boschendal Estate as a “place” and should, wherever possible, be respected.
- (b) Levels of significance relate to how early, intact, seminal, representative or rare the relevant heritage resource might be. Removing one layer at the expense of another can only be justified when the layer to be removed is acknowledged as having low heritage significance, and that to be revealed, will have higher heritage significance. While a new contemporary layer can be accommodated in Improvements this should not occur at the expense of existing layers of heritage significance.

3.7. **Minimal intervention**

- (a) Appropriate design, planning and evaluation of any proposed Improvements shall be based on respect for the existing heritage resource and its “place” qualities.
- (b) In a sensitive cultural landscape such as the Boschendal Estate, the principle of minimal intervention relates to the need to “tread lightly” on the landscape, particularly on the higher, more visually

exposed slopes. Improvements should involve the least possible physical intervention.

3.8. **Visual setting**

- (a) These Guidelines thus reflect the specific characteristics of the Landscape Domains, particularly with regard to their visual absorption capacity, architectural character and the permissible height and coverage of Improvements.
- (b) Any Improvements and the architectural character thereof must recognise and respond positively to the characteristics and qualities of the Landscape Domain within which they are situated, and the highly significant visual setting of Boschendal Estate as a “place”, particularly with regard to the dramatic backdrop of the mountains, the broad agricultural sweep, the views from the scenic drives and the visual settings of individual heritage places.
- (c) Any Improvements, in terms of siting, form, footprint, scale, massing, colour, texture and material, should not detrimentally affect the visual quality of the landscape. Improvements which adversely affect the appreciation or enjoyment of the Boschendal Estate as a “place”, or its coherence as a cultural landscape should not be permitted.
- (e) The dominance of critical view-cones both to and from primary heritage resources should not be adversely affected by Improvements.
- (f) The Category C Landscape Domain is highly sensitive from a visual impact point of view. Any adverse visual impacts associated with the undertaking of Improvements within the Category C Landscape Domain shall be avoided and, where they

cannot be reasonably avoided, such impacts must be mitigated effectively.

SECTION 2: DESIGN, PLANNING AND ARCHITECTURAL APPROACH

4. INTRODUCTION

4.1. As an introduction to :

- (a) The building and construction guidelines in Section 3 of these Guidelines;
- (b) the specific site development parameters contained in Sections 4 of these Guidelines; and
- (c) the specifications for infrastructure and services contained in Sections 5 of these Guidelines,

the general guidelines set out in clauses 5 and 6 must inform the planning, design, undertaking and architectural character of all Improvements on the Founders' Estates.

5. ARCHITECTURAL CHARACTER OF IMPROVEMENTS

5.1. Subject to the general guidelines in clause 6 and the parameters contained in Section 4 of these Guidelines the design, planning and architectural character of Improvements:

- 5.1.1. Shall respect the authenticity and integrity of the Environment;
- 5.1.2. Shall be submissive and sensitive to the character and qualities of the Environment (and the Founder's Estate in question) and shall not contrast with the Environment;

5.1.3. Shall respond to the specific Landscape Domain in which the Improvements will be situated; and

5.1.4. May receive a more contemporary treatment in Landscape Domains B and C than a traditional architectural approach that would be more appropriate within Landscape Domain A.

5.1.5. Shall be guided by the following tenets:

(i) **Sense of Place**

Architecture informed by a sense of place seeks to liberate the *genius loci* i.e. the spirit of a place. The requisite architectural approach is critical of a simple minded or excessive importation of culture from other places. It honours local climate, topography, vegetation, building materials, building practices and local authenticity.

(ii) **Sense of Nature**

Site specific design, with its sensitivity to the living environment, is fundamental to a sense of nature. While modernism would look at physics and engineering for lessons and inspiration, the requisite architectural approach looks to the environmental sciences and ecology.

(iii) **Sense of History**

The requisite architectural approach requires history to be respectfully studied for determining appropriate design principles. Time tested architectural types (typology) are considered more valuable lessons than specific historical styles.

The requisite architectural approach recognises that change is most successful when it is fresh, but not too radical and too abrupt, so that it 'rhymes' with a familiar imagery and that rhyme is as naturally pleasing to the eye as it is to the ear.

(iv) **Sense of Craft**

While it is recognised that the loss of craft is part of a bigger economic web, the requisite architectural approach would require local craftsmanship to be promoted. This has special relevance in modern times, where the respected and appreciated role of craftsmanship in the building industry has been seriously diminished over the past number of decades.

(v) **Sense of Limits**

A sense of limits is a world view in which one accepts that one cannot have it all. Sense of limits is about the need for human scale in the built environment, the need for psychological boundaries, and a need to accept that there is a limit to originality.

(vi) **Typology**

The requisite architectural approach cannot be separated from the critical role typology plays in design. Typology is the study and theory of architectural type. Typology requires looking at how the design problem at hand was solved in the past especially in similar physical and cultural milieus.

An architectural type, in its ideal configuration, is referred to as a "model". A model has inflections and idiosyncrasies that accommodate and express its particular crafting. A model is not a clone, which has no individuality and is a mechanical product

of a prototype. Prototypes are clones that are exactly identical or where the differences are too random or too small to constitute models.

- 5.2. Creativity in the design of Improvements, innovative use of materials and design, and unique methods of construction are encouraged, provided that the final result is consistent with the objectives, principles and guidelines of these Guidelines.

6. GUIDELINES FOR THE DESIGN, PLANNING AND UNDERTAKING OF IMPROVEMENTS

- 6.1. The following guidelines shall inform the planning, design, evaluation and undertaking of any Improvements:
 - 6.1.1. Application of Orthogonal forms pertaining to building form is encouraged (typically letter of alphabet forms, i.e. U, H, L and T).
 - 6.1.2. Symmetrical facades are encouraged.
 - 6.1.3. Fragmented building forms with a hierarchical improvement (main Farmstead, outbuildings, stables, etc.) are encouraged.
 - 6.1.4. The form of Improvements shall be determined by the grouping of its various components. A series of major plan form elements of Improvements connected with minor plan form elements of Improvements is promoted rather than monolithic Improvements, in order to reduce the scale and visual prominence of Improvements.
 - 6.1.5. Major elements of Improvements should be a single or series of rectangular plan form(s) as provided for in Section

3 of these Guidelines. Minor elements of Improvements should take the form of verandahs, pergolas and lean-to structures and should be used at level changes between major plan form elements to reduce the overall scale of Improvements.

- 6.1.6. Principles of axial spatial relationships should be respected.
- 6.1.7. Tree lined avenues are encouraged.
- 6.1.8. Foreign stylistic architectural expressions are not acceptable or permitted.
- 6.1.9. Improvements should be aligned along contour lines where practically possible.
- 6.1.10. Improvements should be terraced on sloping sites.
- 6.1.11. Natural features (including views, significant vegetation, washes, slopes, ridges, knolls, rock formations and the like) shall be carefully considered in the design and planning of Improvements and, if possible, integrated into Improvements.
- 6.1.12. Each Improvement will need to be individually designed and sited to minimise any disruption of natural features and the Environment.
- 6.1.13. No Improvements should occur within 30m of the centre of the natural course of a river or stream.

- 6.1.14. There should be no spatial definition of the outer limits of the Excluded Area and/or the Improvements in a manner that would detract from the qualities of the Environment.
- 6.1.15. Protect, retain and enhance valuable historical buildings, significant vegetation and landscape features (including mature trees, river courses, topographical features) which contribute to the historical character of the area and the sense of place. Avoid the demolition, damage and/or removal of historical fabric and landscape elements.
- 6.1.16. Respond positively to historical patterns in the landscape that have endured over time e.g. route patterns, the siting of built forms parallel to contours and planting patterns.
- 6.1.17. Retain the landscape setting of places, ranging from the broader context within which each Developable Area is embedded to the immediate context (i.e. as part of a collection of places with historical and visual spatial relationships between them).
- 6.1.18. Improvements shall be visually recessive and may not visually obstruct significant landmarks. Improvements should, therefore, be nestled into the Founder's Estate, remaining low, so as to be part of the Founder's Estate rather than being perched on it.
- 6.1.19. Ensure the preservation and enhancement of the agricultural working farm. Do not introduce activities or building forms which could have a detrimental impact on the operation and/or visual appreciation of the agricultural working farm. Develop appropriate transition uses at the interface between agricultural components of the farm and individual Developable Areas.

- 6.1.20. Make use of the local vernacular or historical patterns in settlement design and building form. This refers to, *inter alia*, the use of materials, the siting and orientation of buildings, architectural forms (including roof pitch, treatment of apertures, building height and width) and landscaping.
- 6.1.21. Maintain planting types and patterns which contribute to the aesthetic and historical character of the place (including tree lined avenues, windbreaks, tree canopies, planted or indigenous forests, gardens, cultivated fields etc.).
- 6.1.22. Avoid and, where applicable, remove intrusive buildings, landscape features or add-on elements which contribute to visual clutter and which detract from the heritage significance of the place.
- 6.1.23. Protect the experiential quality of routes of historical scenic value by ensuring minimal visual impact and “sense of fit” with the landscape. Careful consideration needs to be given to the appropriate siting of Improvements (including boundary treatments, lighting, signage, use of materials, engineering interventions, kerb and channel treatment), to minimise adverse visual impacts.
- 6.1.24. Living spaces in roofs of Farmsteads are encouraged to reduce the overall scale of Improvements.
- 6.1.25. Evaluate the daytime versus night-time quality of the views from the Developable Area and Improvements (and, specifically, living spaces) must be planned and designed to correspond to these.

7. FOUNDERS' ESTATES NO.'S 11 (NIEUWENDORP) AND 17 (GOEDE HOOP)

- 7.1. Any Alterations to the historical farm werfs on Founder's Estates No's. 11 and 17 (i.e. Nieuwendorp and Goede Hoop) shall adhere to the principles outlined in the HIA Report.
- 7.2. A policy of minimal intervention and conservation architecture should be adopted for these farm werfs which respects the authenticity and integrity of the respective werfs. In terms of such a policy it is better to consolidate than to repair, better to repair than to restore, better to restore than to rebuild, better to rebuild than to embellish. Conservation architecture is based on respect for the existing fabric and should involve the least possible physical intervention.
- 7.3. Authenticity is a key tenet in the type of conservation architecture which is relevant to the historical farm werfs. Conservation activity should correspond to the available facts and avoid conjecture. It should not distort the evidence provided by the fabric.
- 7.4. Improvements on and/or Alterations to the historical farm werfs on Founder's Estates No.'s 11 and 17 (i.e. Nieuwendorp and Goede Hoop) should be of a neutral or harmonious nature. They should respect the physical context, historical character, scale and visual cohesion of the existing architecture and significant spaces, including detailing and finishes.

8. ARCHAEOLOGY

- 8.1. In the planning, design and undertaking of Improvements, all areas of potential or known archaeological sensitivity shall be avoided.

- 8.2. Any physical intervention on a Founder's Estate, including any land clearing and/or the undertaking of Improvements shall be informed by:
- 8.2.1. The pre-disturbance archaeological investigations undertaken in terms of the HMA by the Archaeological Contracts Office (University of Cape Town) and set out in the Archaeological Impact Assessment (June 2009); and
- 8.2.2. The Archaeological / Historical Residues Management Plan prepared in terms of the HMA.

SECTION 3:

BUILDING AND CONSTRUCTION GUIDELINES

9. INTRODUCTION

The general building and construction guidelines in this section of the Guidelines apply to all Improvements on the Founders' Estates, subject to the specific site development parameters in Section 4 of the Guidelines.

10. BUILDING PLATFORM

10.1. Guidelines for construction on slopes

10.1.1. As a general rule, the following provisions apply to Improvements which are built on slopes:

10.1.1.1. The height of ground fill at any point on the site may not be higher than 1.2m, measured from the natural ground level at that particular point of the site.

10.1.1.2. The part of the Improvements that is at the highest part of the site, may not cut deeper into the site than 1,2m, measured from the natural ground level at that particular point of the site.

10.1.1.3. The plinth of Improvements may not exceed 1,2m in height.

10.1.1.4. Where it is not practically possible to adhere to clause 10.1.1.3 or, alternatively, if it would be counter-productive to do so, plinths higher than 1,2m may be allowed. Provided that additional motivation to the

MRC would be required for any deviation from clause 10.1.1.3.

10.2. Retaining walls and other similar type of structures

10.2.1. As a general rule, the same dimensions and principles described under clause 10.1 apply to retaining walls and structures.

10.2.2. Where it is not practically possible to implement the provisions referred to under clause 10.1 or, alternatively, if it would be counter-productive to do so, vertical retaining structures higher than 1.2m may be allowed. Provided that additional motivation to the MRC would be required for any such deviation from the dimensions and principles described in clause 10.1.

11. BUILDING FORM

Differentiation is made, with respect to a Farmstead or an Alteration of an Existing Improvement, between *Main Buildings*, *Secondary Buildings*, *Abutments*, and *Basements*.

11.1. Main buildings

11.1.1. A *Main Building* is considered to be the Farmstead. As such it is viewed as the most important building on the Developable Area.

11.1.2. A *Main Building* must conform to the traditional “letter of the alphabet” architectural type (see clause 6.1.1).

11.1.3. Rectangular sections of the *Main Building* must be built perpendicular to each other.

- 11.1.4. Subject to the specific site development parameters in Section 4 of the Guidelines, the *Main Building* may have a double pitch roof and must be dimensioned as described under clause 12.

11.2. Secondary buildings

- 11.2.1. *Secondary Buildings* are generally smaller than the *Main Building* and may be habitable or non-habitable.
- 11.2.2. A *Secondary Building* may be attached to a *Main Building* by a single storey flat roof structure or it may be free-standing. A free-standing *Secondary Building* may have a double pitch roof or a flat roof, subject to the specific site development parameters in Section 4 of the Guidelines.

11.3. Abutments

- 11.3.1. In order to create larger floor plans than that which the building dimensions of the *Main Building* or the *Secondary Building* would allow, the area of the ground floor of Improvements may be enlarged by *Abutments* provided that:
- 11.3.1.1. *Abutments* should be rectangular, single storey extensions to the *Main Building* or *Secondary Buildings*.
- 11.3.1.2. *Abutments* must be built to the dimensions that are provided for in these Guidelines.

11.4. Basements

- 11.4.1. *Basements* are allowed underneath the *Main Building* and *Secondary Buildings* provided that the plinth of the Improvements, that also forms part of the basement wall, does not exceed 1.2m in height.
- 11.4.2. Windows may be provided for in a *Basement* in the 1.2m high plinth of the Improvements.

12. BUILDING DIMENSIONS

- 12.1. Any Improvements within Landscape Domains B and C shall be single Storey structures.
- 12.2. In addition to the guidelines regarding the height and coverage of Improvements, the following parameters regarding building width shall also apply.
- 12.2.1. *Main Building* and *Secondary Buildings* with Double Pitch Roofs:
- (i) Width: 4.5 – 6.5 metres
 - (ii) Care must be taken that the width to height proportion of Improvements is in harmony with historic precedent and building typology.
- 12.2.2. *Secondary Buildings* with Flat Roofs and *Abutments*:
- (i) Maximum width: 4.5m
- 12.2.3. Flat roof structures or buildings other than *Abutments*:
- (i) No specific dimensions apply.

12.3. Notwithstanding anything to the contrary in the Guidelines, it must be noted that in terms of the Memorandum of Agreement:

12.3.1. the size of the Developable Area on Founder's Estate No. 19 is not 2400m² but rather 1600m²; and

12.3.2. the size of the Developable Area on Founders' Estates No.'s 11 and 17 is restricted to the coverage of the existing building footprint on each of those Founders' Estates, respectively.

13. BUILDING LINES

The building lines shown on the sketch plans included in Section 4 of the Guidelines shall apply.

14. ROOF CONSTRUCTION

14.1. Roof pitches resembling traditional roof forms are encouraged, although flat roofs may also be used in combination with the latter.

14.2. Except where thatch is used, roof colours should be in tones of dark colours to reduce the visual prominence of Improvements.

14.3. Double-pitched roof construction

14.3.1. Where double-pitched roof construction is appropriate, the roof pitch of all *Main* and *Secondary Buildings* must be between 35° - 40°, except in the case of thatch roofs, where a roof pitch of 45° is permitted.

- 14.3.2. All double-pitched roofs must be symmetrical at the gable ends.
- 14.3.3. The same roof material is to be used for all visible pitched roofs on a particular Founder's Estate.
- 14.3.4. The following materials may be utilised for pitched roofs:
- (i) Corrugated s-profile metal roof sheeting with charcoal colour paint finish or pre-painted charcoal colour finish or similar type of finish.
 - (ii) Charcoal colour natural slate tiles. No slate with any colour stains may be used.
 - (iii) Thatched roofs with good quality Albertina "dekriet" thatch or similar thatched roof houses must comply with the rules contained in National Building Regulations (SANS 0400-1990: TT12.2).

14.4. Flat roof construction

- 14.4.1. The following materials may be utilised for flat roofs:
- (i) Metal roof sheeting with, charcoal colour paint finish or pre-painted charcoal colour finish.
 - (ii) Other material such as reinforced concrete with waterproofing.
 - (iii) Skylights and translucent roof sheets may be used to permit light into interior spaces of *Main* and *Secondary Buildings* provided that no skylights or translucent roof sheets shall be visible on elevation.

14.5. Utilisation of roof space

The application of these Guidelines lend themselves ideally to the utilisation of the roof space for loft spaces.

15. VERANDAHS

- 15.1. A verandah is a structure attached to a *Main Building* or a *Secondary Building*, which is accessible from the inside of a house and which could be open along its length.
- 15.2. A verandah may have a pitched roof with a maximum pitch of 15° or it may be provided with a flat roof.
- 15.3. If the verandah roof is constructed with a pitched roof, the roofing material of the verandah must be the same as that used for the double pitch roof of the *Main Building* and/or *Secondary Building*.

16. PERGOLAS AND OPEN STRUCTURES

The construction of pergolas on patios and stoeps is encouraged. (For the purpose of these Guidelines a 'stoep' is considered a structure without a roof).

17. PATIOS AND COURTYARDS

Patios and courtyards are encouraged and should be designed as integral parts of the *Main Building* or *Secondary Buildings*, with due recognition of the letter of the alphabet plan form design principles.

18. CALCULATION OF THE HEIGHT OF IMPROVEMENTS

- 18.1. For the purpose of calculating the height of Improvements, the ground floor level (GFL) will serve as the base from which the height of Improvements are measured.

19. SKYLIGHTS, WINDOWS, REFLECTIVE GLASS AND GLASS BLOCK

- 19.1. Skylights and windows are important sources of natural light and can be positive contributors of passive solar heat. They can, however, also be sources of undesirable reflections and glare, particularly at night. Care must be taken in locating, positioning and siting of all windows and skylights in order to avoid reflections and glare and, where the reflections and glare cannot be altogether avoided, to minimise any reflections and glare.
- 19.2. Skylights may not be visible from other Founders' Estates, or the surrounding area. Skylights must be either tinted bronze or grey, not white or clear, and be the low profile type.
- 19.3. Windows must be recessed into the outside wall of Improvements in order to protect and shelter the glass, as well as give an appearance of substantial wall thickness, strength and durability.
- 19.4. No reflective or mirrored glass shall be permitted for any reason in connection with Improvements (including in order to minimise sun reflection).
- 19.5. Glass block will only be allowed on a limited basis and only in those areas of an Improvement in which additional natural light would be beneficial. Any glass block utilised in connection with any Improvements must be deeply recessed.

20. SCREEN WALLS

- 20.1. Screen walls should be a visual extension of the architectural design of Improvements. They may be used to separate various functional spaces of the Developable Area and as screening for parking and service areas. Screen walls may not be used to delineate any property lines (including the boundary lines of either the Developable Area or the Excluded Area).
- 20.2. Free-standing screen walls may not exceed 1,8m in height.
- 20.3. The colours of screen walls must conform to the same colours and standards as utilised in connection with the Improvements on a Founder's Estate.
- 20.4. Finish materials on all building walls and screen walls must be continued down to finish grade, thereby eliminating unfinished foundation walls.

21. SITE DRAINAGE AND GRADING

- 21.1. Site drainage and grading must be done with minimum disruption to the Boschendal Estate. Surface drainage shall not drain to adjoining Founders' Estates, the FEAL or open spaces except as established by natural drainage patterns, nor cause any condition that could lead to unnatural off-site soil erosion.
- 21.2. Plan to alter the Developable Area as little as possible from its original condition, protecting existing watersheds and drainage ways wherever practical.

- 21.3. Limit Improvements to the area on the Developable Area where drainage, soil and geological conditions will provide a proper and safe foundation for any Improvements.
- 21.4. Improvements should be “stepped” down slopes, using split and multi-level solutions wherever possible to follow existing contours and achieve a balance of cut and fill. When the construction is finished, the earth around the walls constructed on the Developable Area should lie against the walls as near as possible to the original angle of slope.
- 21.5. Excessive cut and fill is discouraged, and no grading may be done outside the Developable Area.
- 21.6. Improvements, Private Roads or any work or operations carried out in connection with site drainage should be designed with the objective of fitting the existing contours of the site as nearly as possible, with minimal excavation.
- 21.7. All culverts, bridges or other aspects carried out in connection with site drainage must be finished with headwalls, wingwalls, or other devices so as to prevent the erosion of slopes or soils and/or the exposure of the conduit or any unfinished Improvement.
- 21.8. Carefully evaluate the erosion potential and safety of the Developable Area based upon the percentage and direction of slope, soil type, and vegetation cover. When a change in the natural drainage pattern within a Founder’s Estate is absolutely necessary, right angle diversions shall be avoided, and the Owner shall create alternative drainage in a logical and natural manner.

- 21.9. Minimise soil erosion in disturbed areas in connection with the undertaking of Improvements through the use of plant materials or other erosion protection measures approved by the MRC and/or BEMPOA.

22. DRIVEWAYS AND GARAGES

- 22.1. Whenever possible, position driveways and garages so they do not dominate the experience upon approach to a Farmstead, or the views and enjoyment from living and entertaining areas.
- 22.2. Only one driveway entrance shall be permitted for each Founder's Estate, including if the entrance is situated outside the Developable Area.
- 22.3. Subject to the general principles and objectives in these Guidelines, free-standing walls, bollards, planters and gate posts may be allowed at the Private Road entrance to the relevant Domain Road.
- 22.4. No Private Road entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed 1,8m in height.
- 22.5. Entrances to Private Roads should be located so as to minimise their visual impact on important natural features of a Founder's Estate (including large or significant vegetation or natural drainage ways), and to minimise disruption of the existing landscape.
- 22.6. Private Roads shall be a maximum of 5,5m wide at the property line, and a maximum of 3m wide on the property except as approved for parking and turn around areas. Uncoloured concrete may not be used in the construction of Private Roads.

Unless special circumstances permit, Private Roads will not be allowed off collector streets.

22.7. Clay pavers, exposed aggregated concrete (utilising integral colouring), coloured concrete, flagstone, local gravel, or black asphalt are all appropriate materials for the purposes of constructing Private Roads.

22.8. Subject to the approval of the MRC, the Owner shall be obliged to construct an area for refuse collection which area shall be of such size, form and purpose as determined by BEMPOA.

23. PERIMETER WALLS AND FENCES

23.1. No walls and/or fencing will be allowed outside the Excluded Area. Any walls and fencing will only be allowed on either the boundaries of the Excluded Area and/or the boundaries of the Developable Area.

23.2. Any fencing shall be visually permeable and shall require the prior written approval by the MRC.

23.3. In assessing any proposed walls and fencing on a Founder's Estate, the MRC shall take into consideration *inter alia* the:

- (a) Natural features of the relevant Founder's Estate;
- (b) Potential visual impacts of such walls and/or fencing with respect to any adjoining Founders' Estates;
- (c) Topography;
- (d) Reasonable security requirements of the Owner of the relevant Founder's Estate; and

- (e) Requirements to avoid trespass by animals.

24. WASHES AND DRAINAGE EASEMENTS

Natural washes and drainage easements occur throughout the Boschendal Estate and should not be obstructed. Improvements should be sited to avoid these washes and drainage easements, subject to the proviso that Improvements may be sited at the edge of a wash or easement.

25. SWIMMING POOLS

Swimming pools must be screened from view from adjacent Founders' Estates, and from other sensitive view points.

26. ADDRESS IDENTIFICATION

Individual address identification for each Founder's Estate shall comply with the BEFEPOA Conduct Rules.

27. LIGHTING: GENERAL PRINCIPLES

The Boschendal Estate's philosophy of encouraging physical development that is submissive to the Environment applies to the appearance of the Founders' Estates at night as well as during the day. The intent of this clause is to allow for the sufficient flexibility and freedom to install indoor and outdoor lighting necessary to provide for adequate indoor illumination, safety, security and/or the enjoyment of outdoor living without any adverse visual impacts on the Environment.

27.1. Interior lighting

- 27.1.1. The layout and positioning of all interior lighting shall be placed in a manner so that any light that spills to the exterior does not cause glare or brightness when seen from neighbouring properties.
- 27.1.2. Special care and attention should be given to the aiming and brightness of display lighting and other intense accent lighting as light might be reflected to the exterior, particularly through high windows, clerestories or skylights.
- 27.1.3. No interior light sources pointing upward or outward or otherwise visible through high windows, clerestories or skylights are allowed.

27.2. Exterior lighting

- 27.2.1. Even though light spilling from interior spaces contributes to the lighting of the exterior and should be accounted for in the overall lighting design of Improvements, “exterior lighting” as used in these Guidelines shall mean light sources that are located outside the Farmstead.
- 27.2.2. Exterior lighting shall serve one or more of the following three general purposes: a) safety, b) security and c) visual enjoyment of outdoor living spaces as characterised in more detail below;
 - (a) Safety Lighting: Lighting that is used to illuminate vehicular and pedestrian circulation, and is to be used only when arriving or departing from the Farmstead, receiving guests or circulating outdoors.

- (b) Security Lighting: Lighting that is intended to provide bright illumination during emergency situations only. It must be circuited and controlled separately from any and all other forms of lighting.
- (c) Visual Enjoyment Lighting: Lighting which is intended to illuminate exterior living areas (including patios, pool decks, or landscaping behind walls or in private areas), may not be used during late-night and early-morning hours.

27.2.3. Exterior lighting for visual enjoyment may often simultaneously provide for the safety requirement around outdoor living areas and safety lighting may sometimes contribute to the visual enjoyment of the landscape. But, due to differences in the frequency and duration of use and the objective of minimising unnecessary lighting, these two different categories of lighting must be circuited and controlled separately.

27.2.4. Shielding: Regardless of the function, all light sources (including lamps or bulbs) of all exterior lighting must be completely shielded from view to eliminate glare or brightness from any normal standing, sitting or driving view angles from any neighbouring property or any position on the Boschendal Estate Founders' Estates Domain. For example, lantern type fixtures with an exposed bulb are not permitted. Particular care therefore must be taken when designing or planning the lighting of Improvements that are visible from land at lower elevations.

27.2.5. Aiming: All exterior lighting shall be considered either uplights or downlights and must be positioned to avoid glare

or brightness from any normal standing, sitting or driving view angles from any neighbouring property or any position on the Boschendal Estate Founders' Estates Domain.

27.2.6. No illuminated road signs are permitted.

27.2.7. Outdoor lighting, where required, must be as unobtrusive as possible, and fitted with reflectors to avoid light spillage. No floodlighting, road lighting or perimeter lighting for each of the Improvements, or for the Founders' Estates as a whole, is permitted. Low-level bollard and bulkhead-type lighting could be used for entrances, paths and steps.

28. SPORT AND/OR RECREATIONAL AREAS (INCLUDING TENNIS COURTS AND THE LIKE)

28.1. Any grading required to create a level-playing surface for a recreational area must achieve a balance of cut to fill as far as practically possible.

28.2. The playing surface must be screened from view from neighbouring properties. It may be required that any recreational area be constructed below grade to reduce the need for fencing.

28.3. A combination of solid walls and coloured fencing is recommended and may be required in connection with any recreational area. The height of perimeter protection for the recreational area may be limited if, in the opinion of the MRC, such perimeter protection would be contrary to the principles and objectives contained in these Guidelines and/or would result in an adverse visual impact. Galvanised fencing is not allowed.

- 28.4. Additional landscaping with indigenous trees may be required to reduce and mitigate any adverse visual impacts in connection with the recreational area.
- 28.5. The objective is to create the most inconspicuous recreational area, as is reasonably achievable.

29. ANTENNAE, MASTS, SATELLITE DISHES AND FLAGPOLES

- 29.1. Any antennae shall not be free-standing and may not be visible from other Founders' Estates or the surrounding area.
- 29.2. Satellite dishes and aerials must not protrude above the ridgeline of building roofs.
- 29.3. No tall masts or antennae, such as those used for cellular phones, shall be permitted on the Founders' Estates without a separate Visual Impact Assessment, to be approved by SAHRA.
- 29.4. Free-standing flagpoles are not allowed on any Founder's Estate. The displaying of a flag is permitted, if it is hung from a pole bracket mounted on a *Main Building* or *Secondary Building* or if it is suspended from a roof overhang.
- 29.5. If the national flag of the Republic of South Africa is flown on a Founder's Estate, the Owner of that Founder's Estate shall ensure that the flag is lowered at sunset and raised at sunrise, respectively.

SECTION 4:

SITE DEVELOPMENT CONSTRAINTS

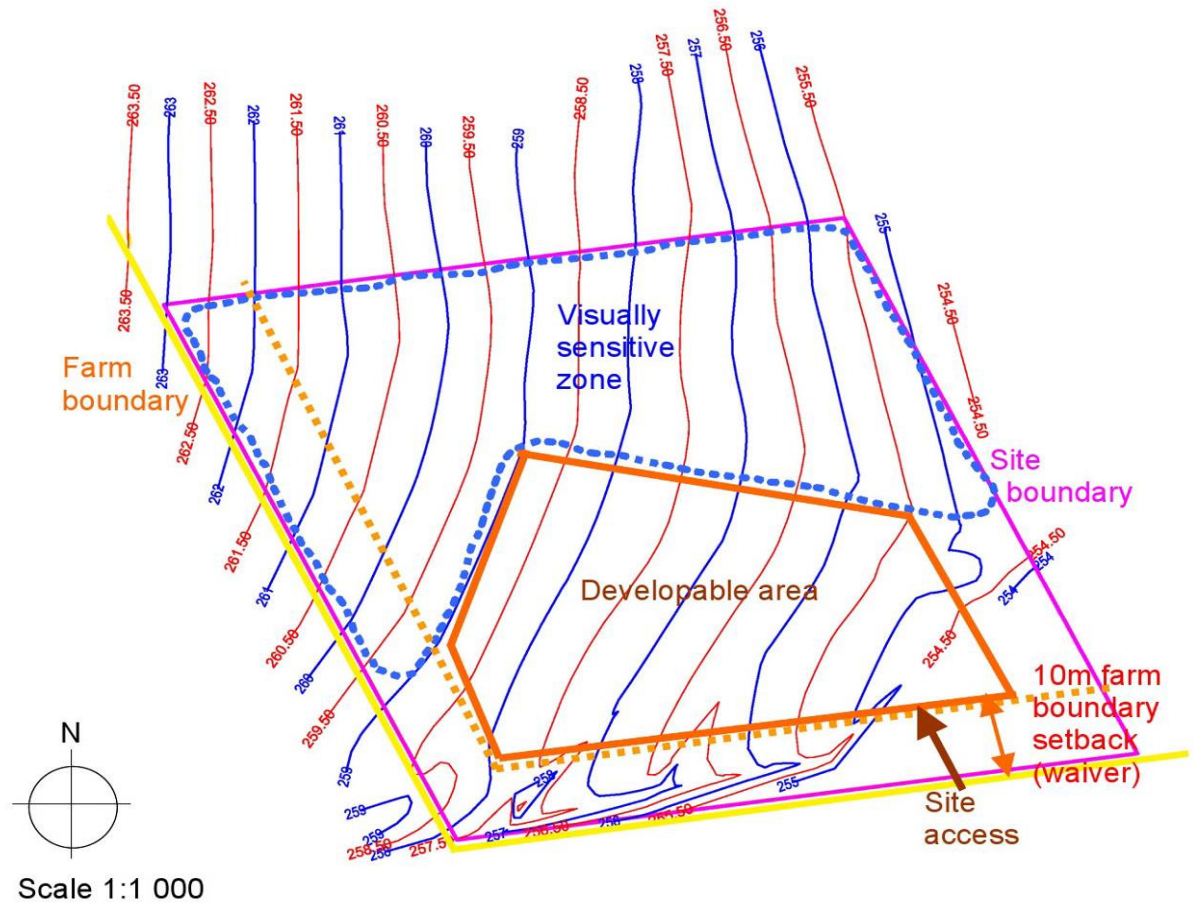
30. INTRODUCTION

30.1. The site development constraints illustrated in this Section with respect to each Founder's Estate, shall be taken into consideration by the Owner (and the Owner's agents or contractors) and the MRC, in connection with inter alia the following:

- The planning, design and undertaking of Improvements on a Developable Area; and
- The assessment of any designs, diagrams or plans in connection with proposed Improvements to be undertaken on a Developable Area.

30.2. Any departure from the site development constraints illustrated below must be determined by the MRC and SAHRA in accordance with the criteria stipulated in the design review process in Section 6 of these Guidelines.

30.3. Founder's Estate No. 2

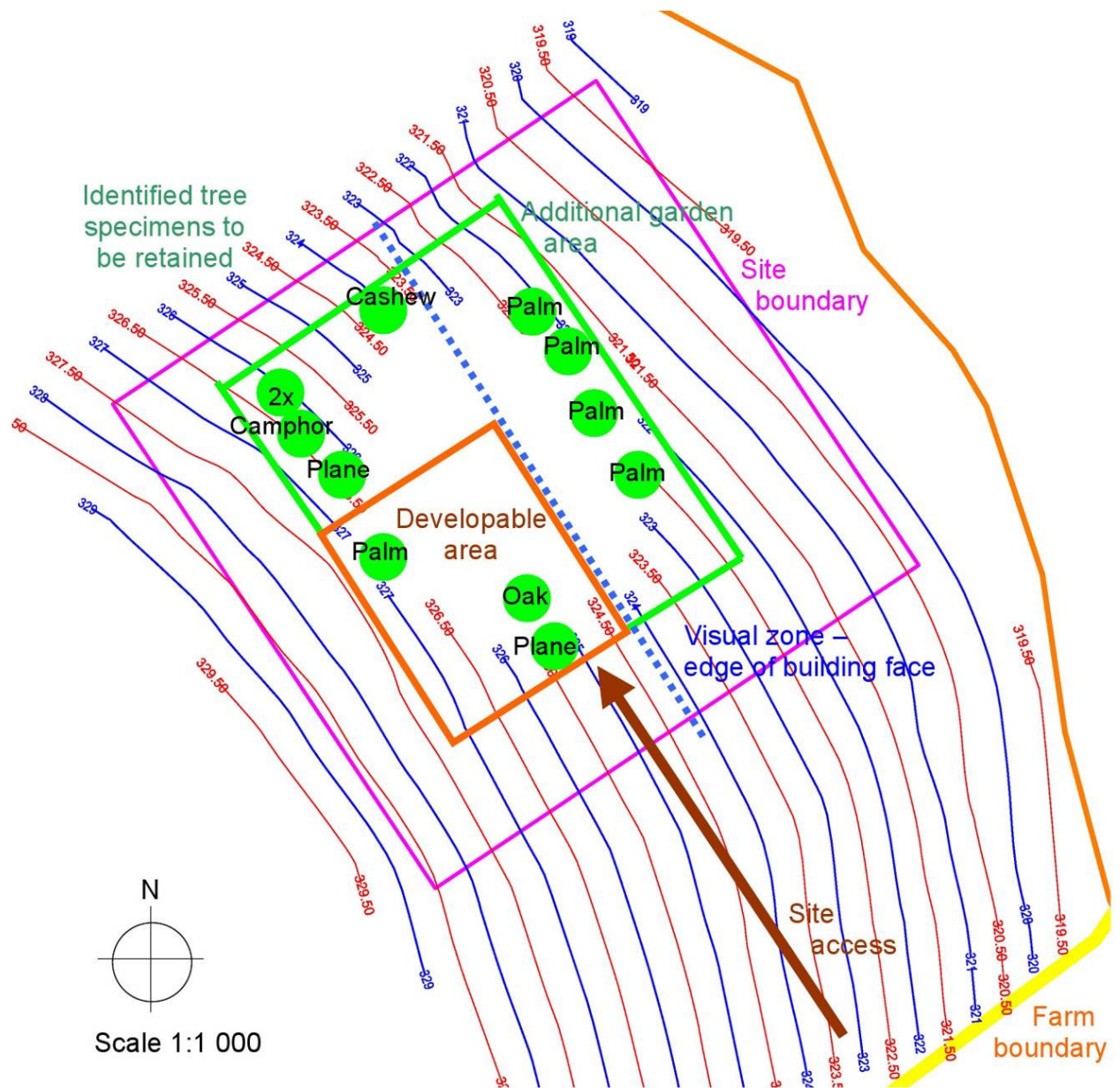


Farm No. 2 Site Development Constraints

CONSTRAINTS:

1. Category A Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m²: - 2400m²

30.4. Founder's Estate No. 3



Farm No. 3 : Site Development Constraints

CONSTRAINTS:

1. Category C Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m²: - 1200m²

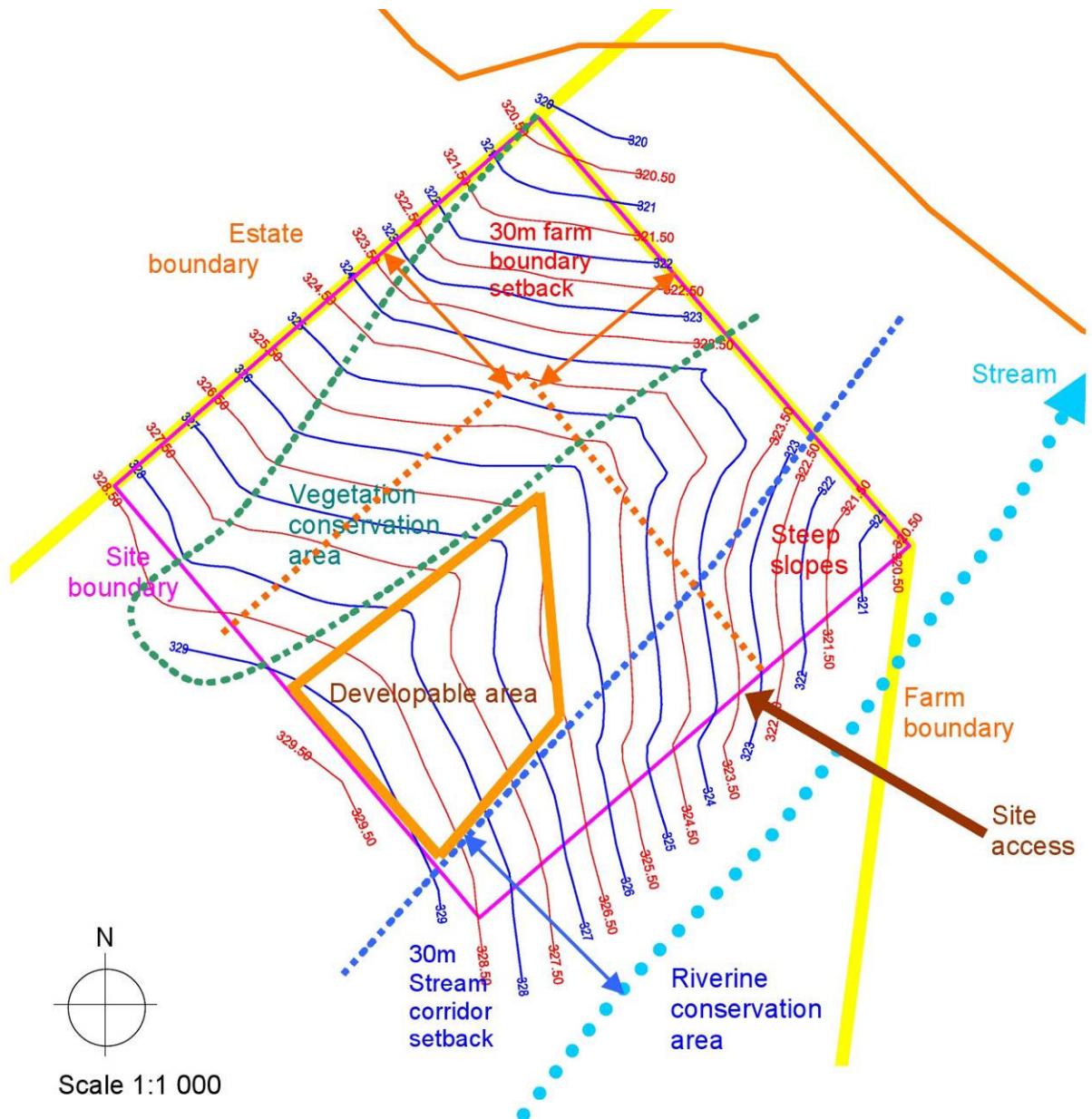
The site plan map displays the following features:

- Topography:** Contour lines indicating elevation, with labels such as 316.0, 317.0, 318.0, 319.0, 320.0, 321.0, 322.0, 323.0, 324.0, 325.0, 326.0, 327.0, 328.0, 329.0, 330.0, 331.0, 332.0, 333.0, 334.0, 335.0, 336.0, 337.0, 338.0, 339.0, 340.0, 341.0, 342.0, 343.0, 344.0, 345.0, 346.0, 347.0, 348.0, 349.0, 350.0, 351.0, 352.0, 353.0, 354.0, 355.0, 356.0, 357.0, 358.0, 359.0, 360.0, 361.0, 362.0, 363.0, 364.0, 365.0, 366.0, 367.0, 368.0, 369.0, 370.0, 371.0, 372.0, 373.0, 374.0, 375.0, 376.0, 377.0, 378.0, 379.0, 380.0, 381.0, 382.0, 383.0, 384.0, 385.0, 386.0, 387.0, 388.0, 389.0, 390.0, 391.0, 392.0, 393.0, 394.0, 395.0, 396.0, 397.0, 398.0, 399.0, 400.0, 401.0, 402.0, 403.0, 404.0, 405.0, 406.0, 407.0, 408.0, 409.0, 410.0, 411.0, 412.0, 413.0, 414.0, 415.0, 416.0, 417.0, 418.0, 419.0, 420.0, 421.0, 422.0, 423.0, 424.0, 425.0, 426.0, 427.0, 428.0, 429.0, 430.0, 431.0, 432.0, 433.0, 434.0, 435.0, 436.0, 437.0, 438.0, 439.0, 440.0, 441.0, 442.0, 443.0, 444.0, 445.0, 446.0, 447.0, 448.0, 449.0, 450.0, 451.0, 452.0, 453.0, 454.0, 455.0, 456.0, 457.0, 458.0, 459.0, 460.0, 461.0, 462.0, 463.0, 464.0, 465.0, 466.0, 467.0, 468.0, 469.0, 470.0, 471.0, 472.0, 473.0, 474.0, 475.0, 476.0, 477.0, 478.0, 479.0, 480.0, 481.0, 482.0, 483.0, 484.0, 485.0, 486.0, 487.0, 488.0, 489.0, 490.0, 491.0, 492.0, 493.0, 494.0, 495.0, 496.0, 497.0, 498.0, 499.0, 500.0, 501.0, 502.0, 503.0, 504.0, 505.0, 506.0, 507.0, 508.0, 509.0, 510.0, 511.0, 512.0, 513.0, 514.0, 515.0, 516.0, 517.0, 518.0, 519.0, 520.0, 521.0, 522.0, 523.0, 524.0, 525.0, 526.0, 527.0, 528.0, 529.0, 530.0, 531.0, 532.0, 533.0, 534.0, 535.0, 536.0, 537.0, 538.0, 539.0, 540.0, 541.0, 542.0, 543.0, 544.0, 545.0, 546.0, 547.0, 548.0, 549.0, 550.0, 551.0, 552.0, 553.0, 554.0, 555.0, 556.0, 557.0, 558.0, 559.0, 560.0, 561.0, 562.0, 563.0, 564.0, 565.0, 566.0, 567.0, 568.0, 569.0, 570.0, 571.0, 572.0, 573.0, 574.0, 575.0, 576.0, 577.0, 578.0, 579.0, 580.0, 581.0, 582.0, 583.0, 584.0, 585.0, 586.0, 587.0, 588.0, 589.0, 590.0, 591.0, 592.0, 593.0, 594.0, 595.0, 596.0, 597.0, 598.0, 599.0, 600.0, 601.0, 602.0, 603.0, 604.0, 605.0, 606.0, 607.0, 608.0, 609.0, 610.0, 611.0, 612.0, 613.0, 614.0, 615.0, 616.0, 617.0, 618.0, 619.0, 620.0, 621.0, 622.0, 623.0, 624.0, 625.0, 626.0, 627.0, 628.0, 629.0, 630.0, 631.0, 632.0, 633.0, 634.0, 635.0, 636.0, 637.0, 638.0, 639.0, 640.0, 641.0, 642.0, 643.0, 644.0, 645.0, 646.0, 647.0, 648.0, 649.0, 650.0, 651.0, 652.0, 653.0, 654.0, 655.0, 656.0, 657.0, 658.0, 659.0, 660.0, 661.0, 662.0, 663.0, 664.0, 665.0, 666.0, 667.0, 668.0, 669.0, 670.0, 671.0, 672.0, 673.0, 674.0, 675.0, 676.0, 677.0, 678.0, 679.0, 680.0, 681.0, 682.0, 683.0, 684.0, 685.0, 686.0, 687.0, 688.0, 689.0, 690.0, 691.0, 692.0, 693.0, 694.0, 695.0, 696.0, 697.0, 698.0, 699.0, 700.0, 701.0, 702.0, 703.0, 704.0, 705.0, 706.0, 707.0, 708.0, 709.0, 710.0, 711.0, 712.0, 713.0, 714.0, 715.0, 716.0, 717.0, 718.0, 719.0, 720.0, 721.0, 722.0, 723.0, 724.0, 725.0, 726.0, 727.0, 728.0, 729.0, 730.0, 731.0, 732.0, 733.0, 734.0, 735.0, 736.0, 737.0, 738.0, 739.0, 740.0, 741.0, 742.0, 743.0, 744.0, 745.0, 746.0, 747.0, 748.0, 749.0, 750.0, 751.0, 752.0, 753.0, 754.0, 755.0, 756.0, 757.0, 758.0, 759.0, 760.0, 761.0, 762.0, 763.0, 764.0, 765.0, 766.0, 767.0, 768.0, 769.0, 770.0, 771.0, 772.0, 773.0, 774.0, 775.0, 776.0, 777.0, 778.0, 779.0, 780.0, 781.0, 782.0, 783.0, 784.0, 785.0, 786.0, 787.0, 788.0, 789.0, 790.0, 791.0, 792.0, 793.0, 794.0, 795.0, 796.0, 797.0, 798.0, 799.0, 800.0, 801.0, 802.0, 803.0, 804.0, 805.0, 806.0, 807.0, 808.0, 809.0, 810.0, 811.0, 812.0, 813.0, 814.0, 815.0, 816.0, 817.0, 818.0, 819.0, 820.0, 821.0, 822.0, 823.0, 824.0, 825.0, 826.0, 827.0, 828.0, 829.0, 830.0, 831.0, 832.0, 833.0, 834.0, 835.0, 836.0, 837.0, 838.0, 839.0, 840.0, 841.0, 842.0, 843.0, 844.0, 845.0, 846.0, 847.0, 848.0, 849.0, 850.0, 851.0, 852.0, 853.0, 854.0, 855.0, 856.0, 857.0, 858.0, 859.0, 860.0, 861.0, 862.0, 863.0, 864.0, 865.0, 866.0, 867.0, 868.0, 869.0, 870.0, 871.0, 872.0, 873.0, 874.0, 875.0, 876.0, 877.0, 878.0, 879.0, 880.0, 881.0, 882.0, 883.0, 884.0, 885.0, 886.0, 887.0, 888.0, 889.0, 890.0, 891.0, 892.0

CONSTRAINTS:

- 51

30.6. Founder's Estate No. 5

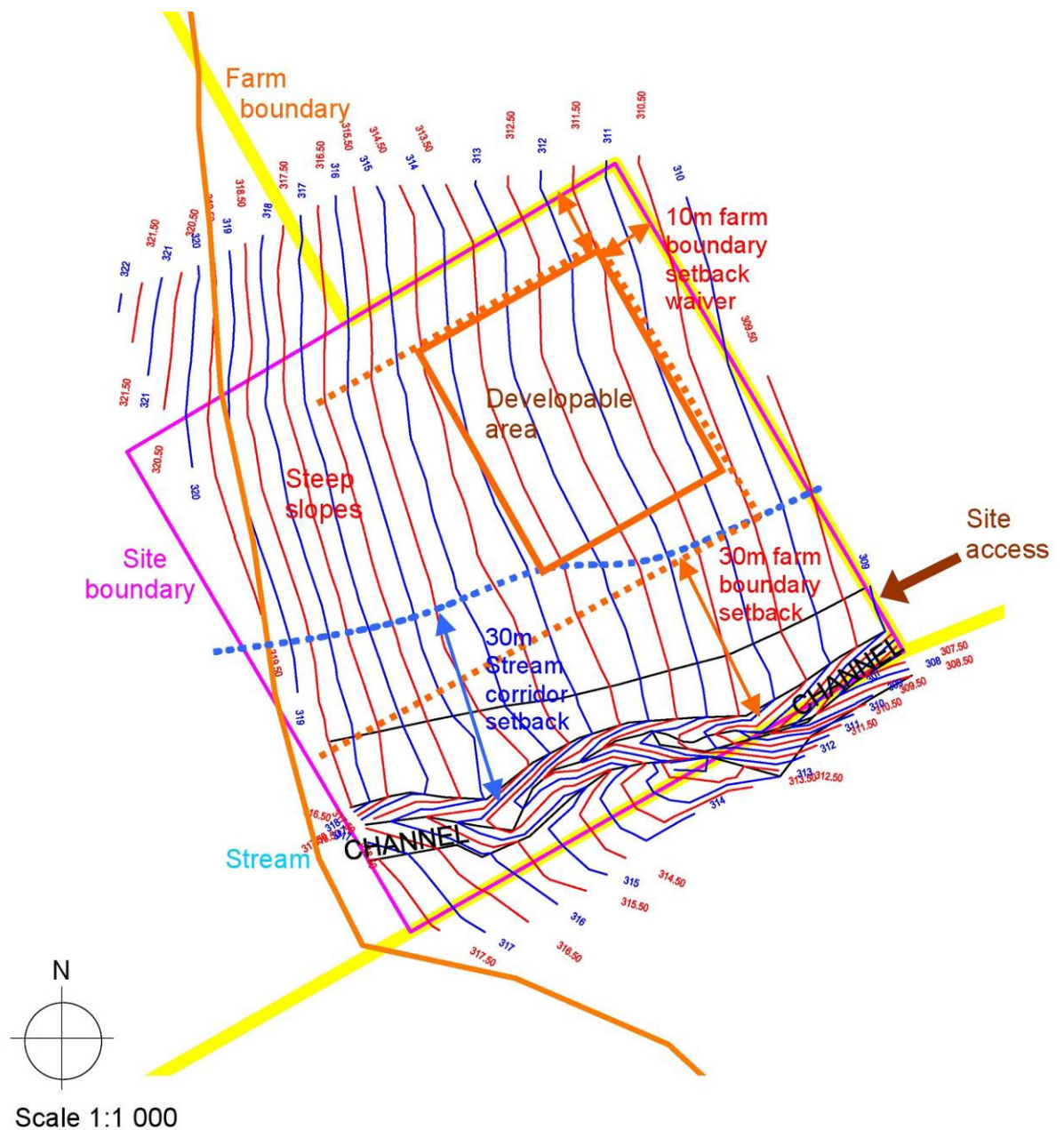


Farm No.5 : Site Development Constraints

CONSTRAINTS:

1. Category C Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1200m²

30.7. Founder's Estate No. 6

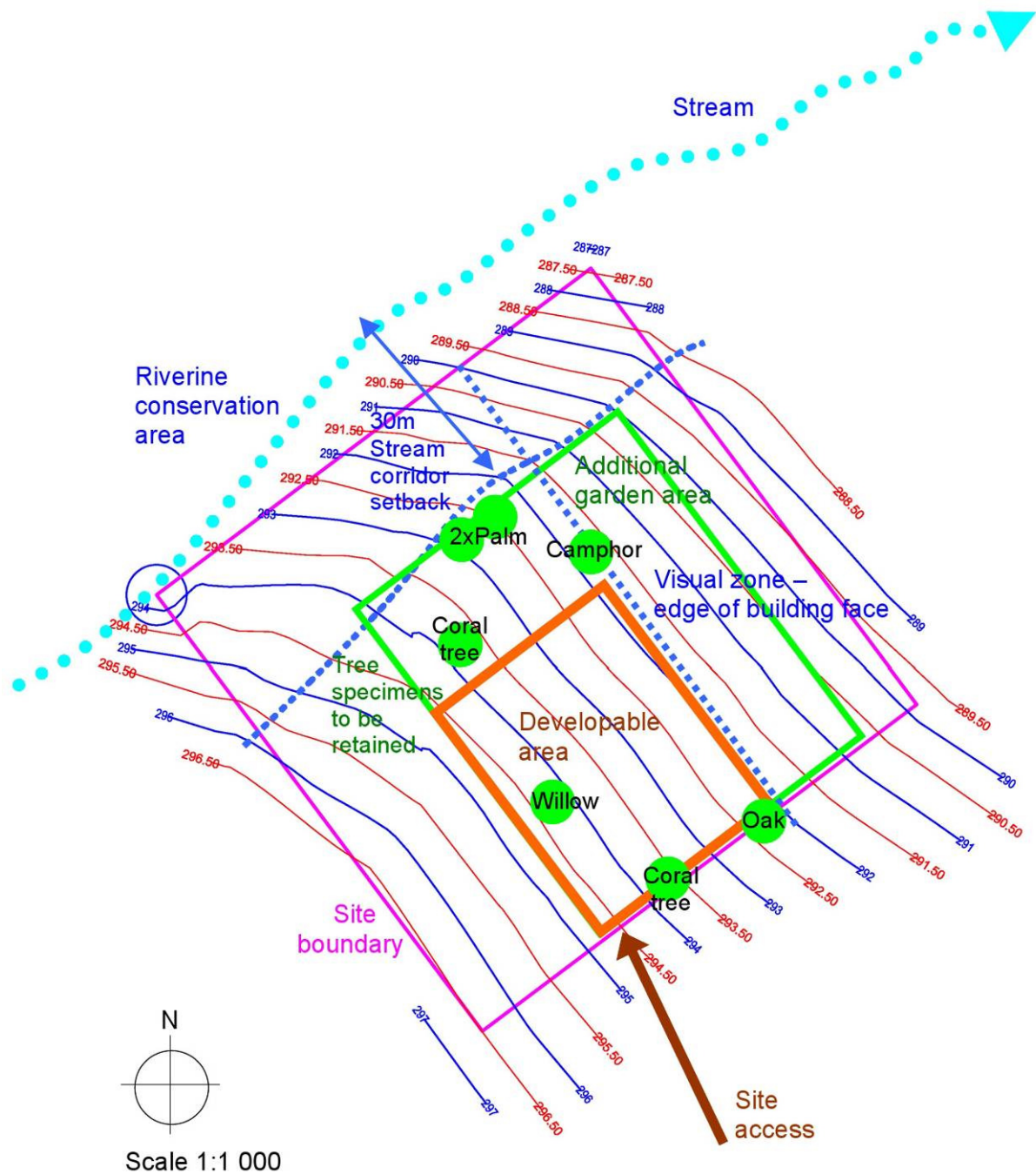


Farm No. 6 : Site Development Constraints

CONSTRAINTS:

1. Category C Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1200m²

30.8. Founder's Estate No. 7

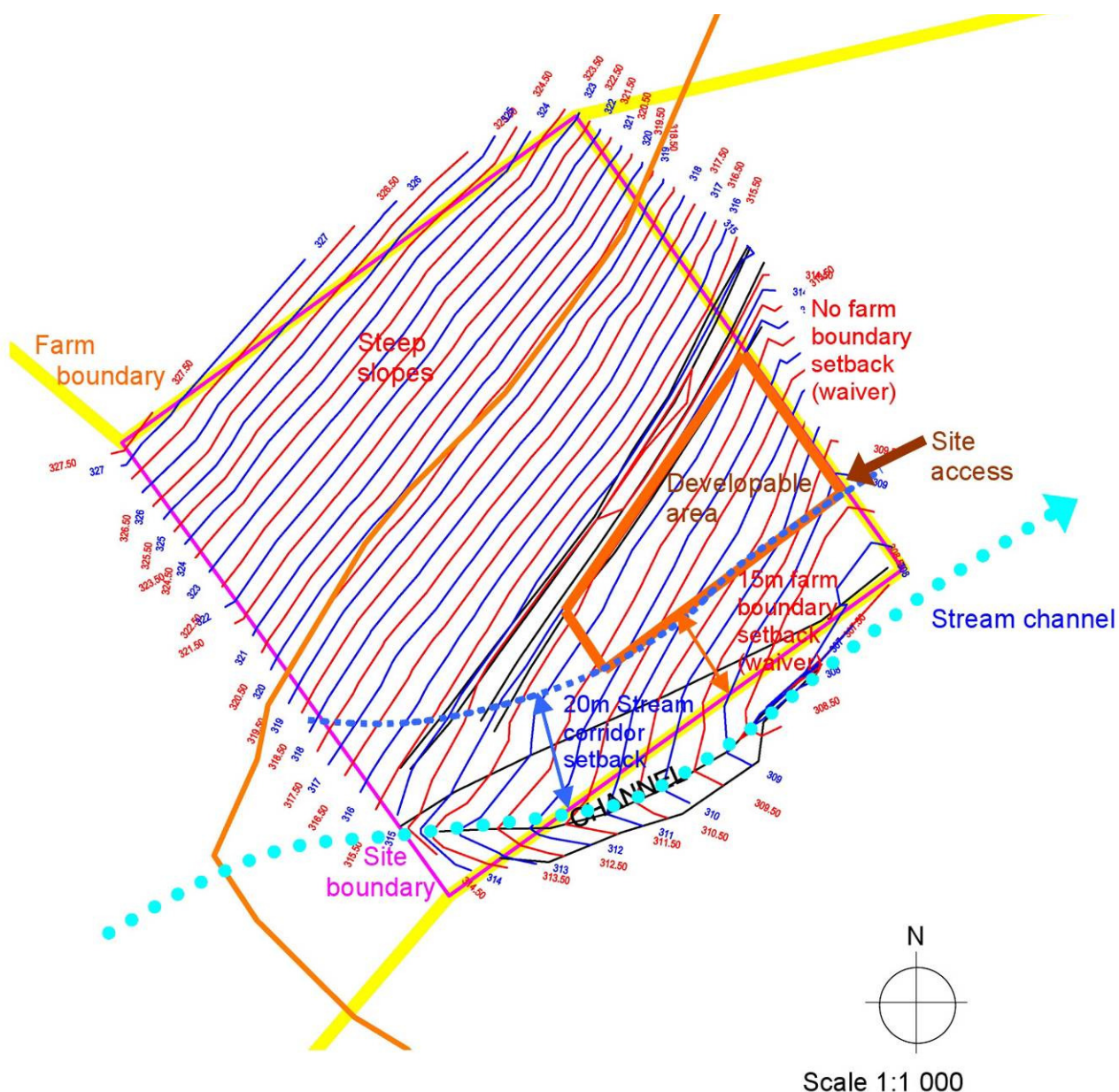


Farm No.7 : Site Development Constraints

CONSTRAINTS:

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.9. Founder's Estate No. 8



Farm No.8 : Site Development Constraints

CONSTRAINTS:

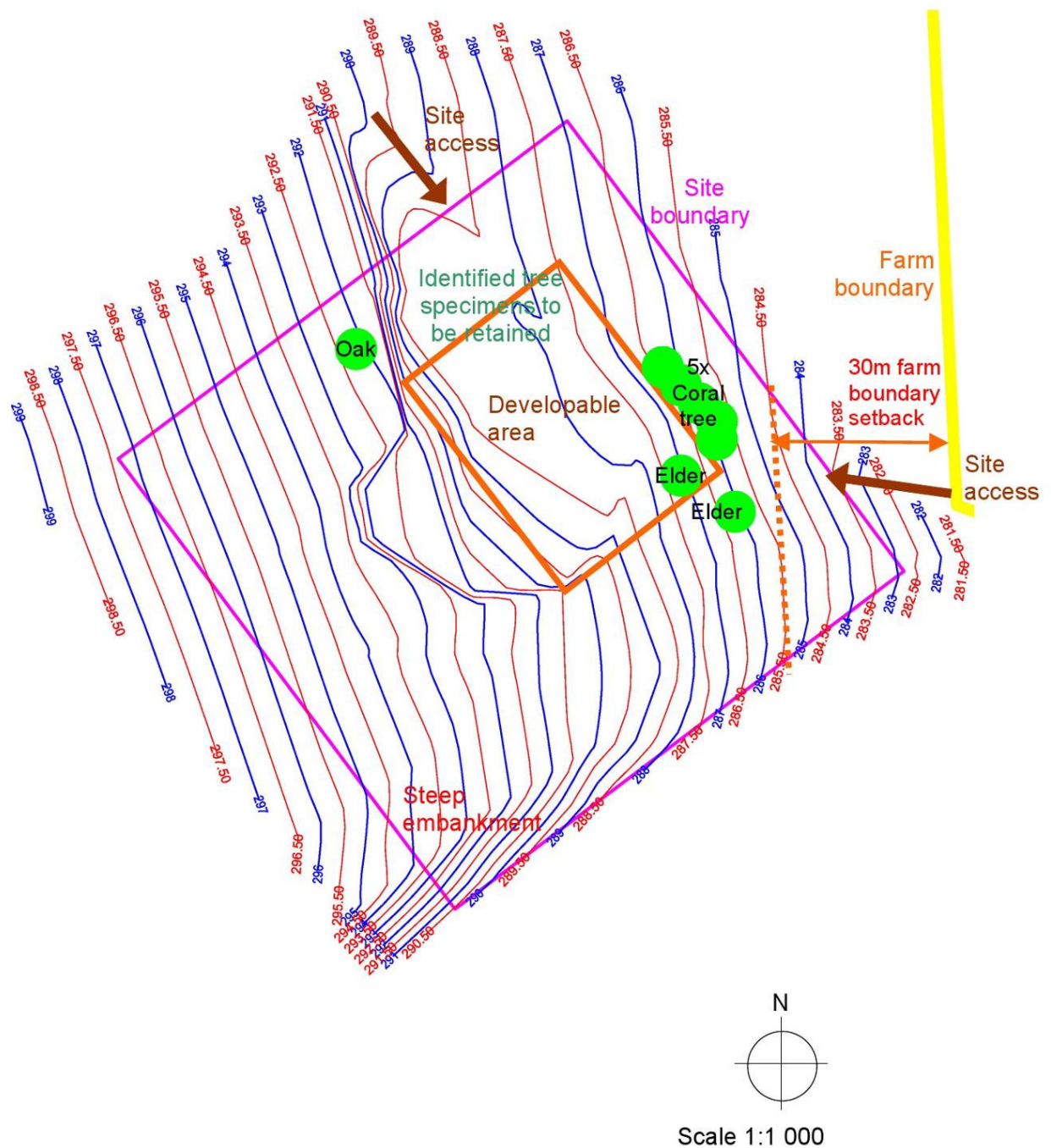
1. Category C Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1200m²

NOTE: In light of the sensitive character of Founders' Estates No. 8, additional site development constraints may be imposed in connection with Improvements on this site. Any additional site

development constraints shall be subject to final determination by the MRC and SAHRA.

The nature, extent and appropriateness of any Improvements shall be determined by a Visual Impact Assessment which shall be undertaken by an Owner at the design/planning phase.

30.10. Founder's Estate No. 9

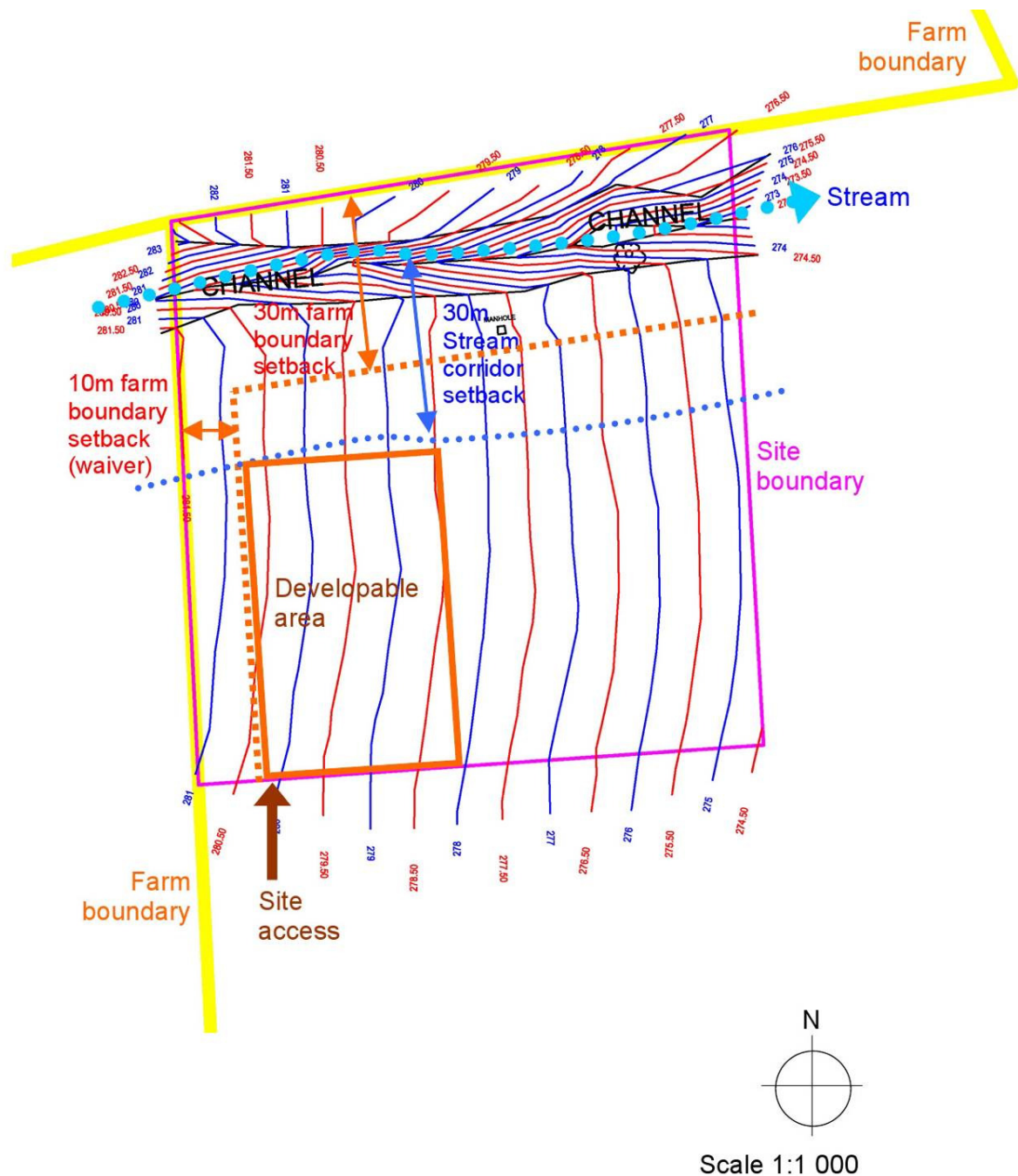


Farm No.9 : Site Development Constraints

CONSTRAINTS:

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.11. Founder's Estate No. 10

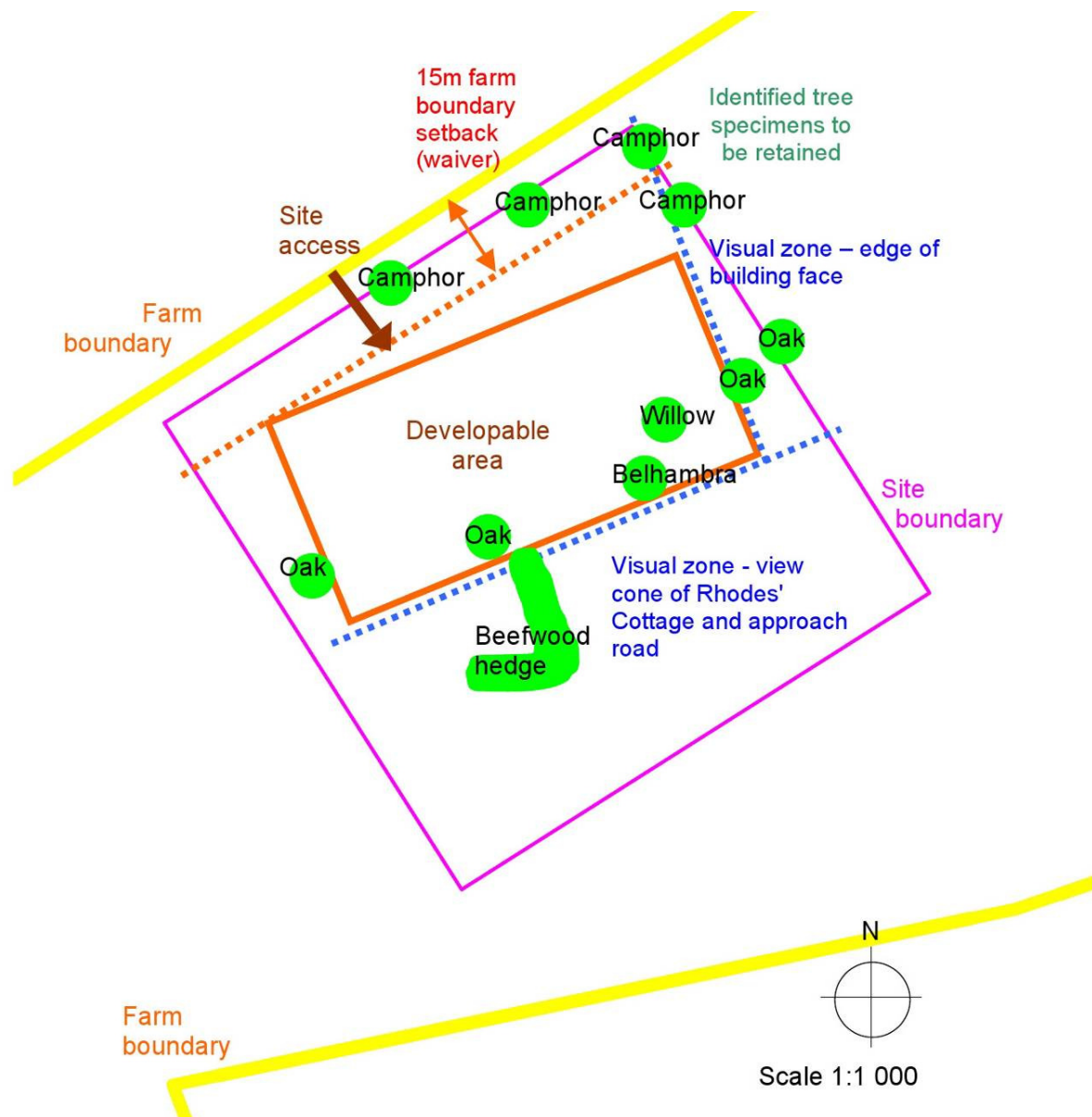


Farm No.10 : Site Development Constraints

CONSTRAINTS:

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.12. Founder's Estate No. 11



Farm No.11 : Site Development Constraints

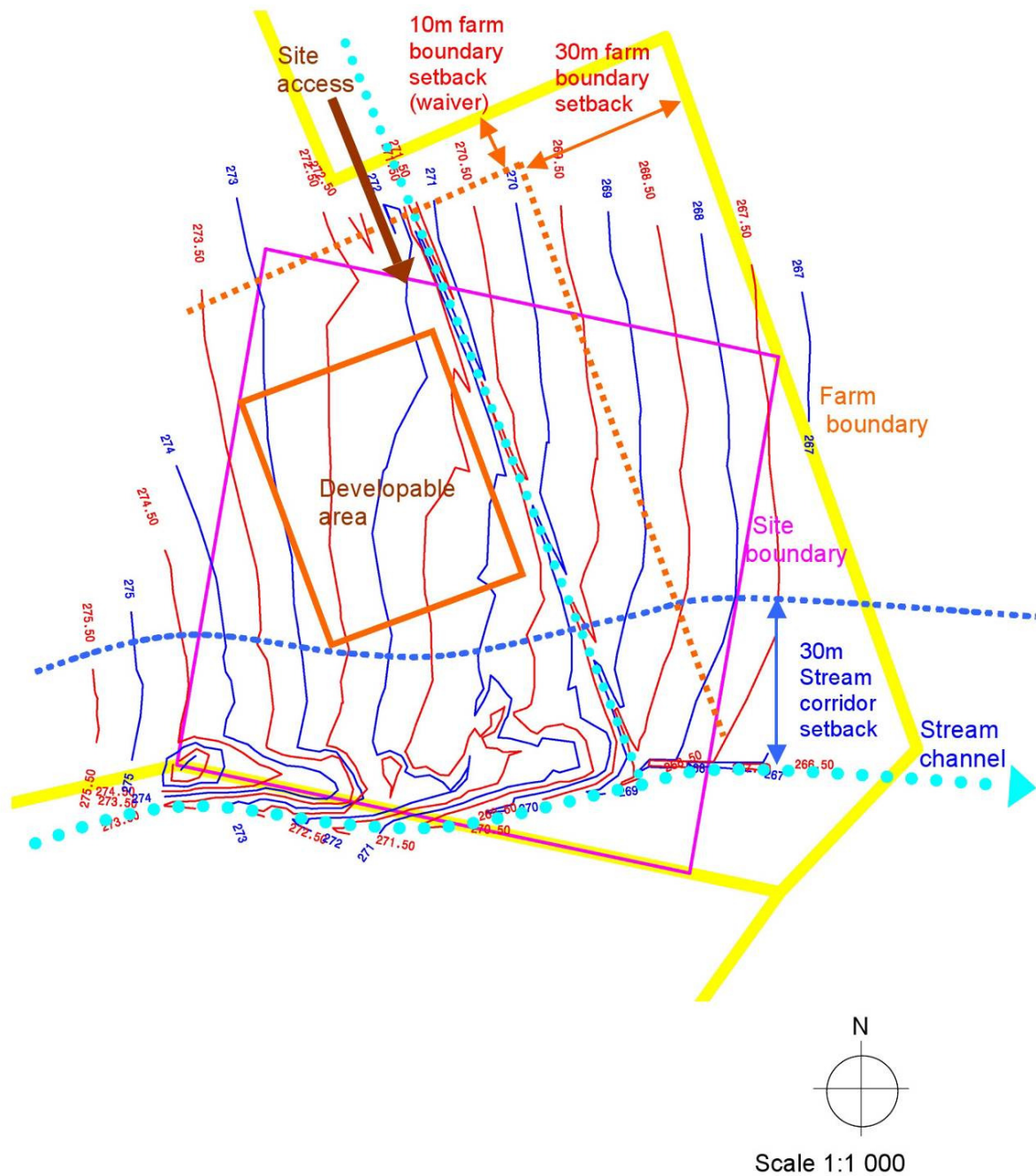
NOTE: SPECIFIC REQUIREMENTS: THE NIEUWENDORP WERF

- (a) Written approval from SAHRA in terms of the NHRA shall be required for any change in use or physical intervention within and around the Nieuwendorp werf, including access roads, any internal and external changes to the Existing Improvements, replastering, the removal or demolition of any feature, landscaping,

ground levelling or excavation, the laying of service pipes, the installation of Utility Lines etc.

- (b) Any changes to the Nieuwendorp barn are to be preceded by trial excavations and fabric analysis, subject to the approval of SAHRA, as per the recommendations of the HIA Report.
- (c) The cadastral boundary may not find physical expression in any way.
- (d) A review by a specialist heritage consultant of the plans and designs for any Alterations must be undertaken to ensure that any Improvements do not interfere with the view axis on the approach towards Rhodes Cottage.
- (e) Any physical intervention on Founder's Estate No. 11 must take into account the potential and/or known archaeological sensitivity of the site and is subject to the specific requirements referred to in clause 8 of the Guidelines.
- (f) The extent of the Developable Area is limited in terms of the Memorandum of Agreement to the existing building footprint.

30.13. Founder's Estate No. 12

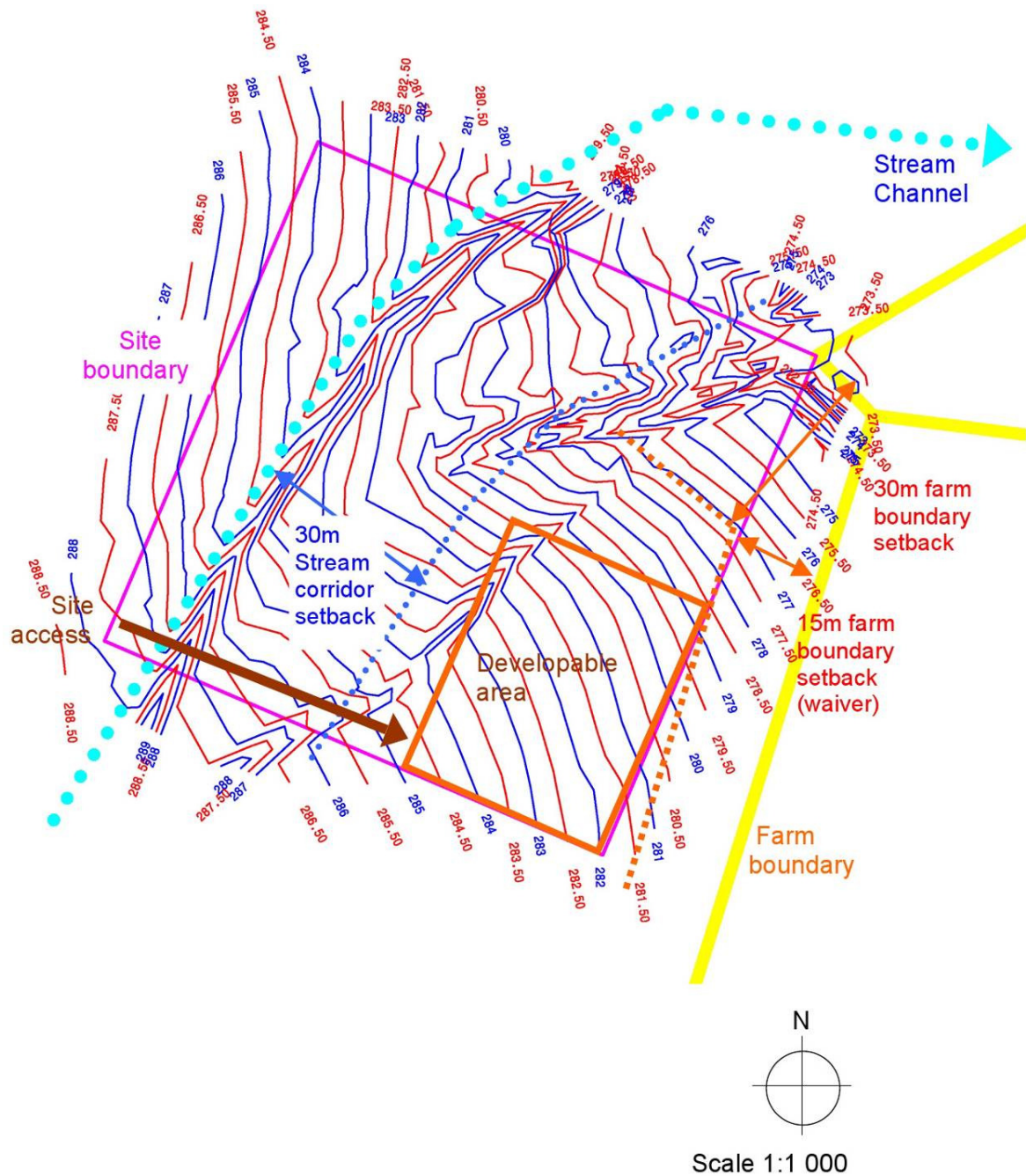


Farm No. 12 : Site Development Constraints

CONSTRAINTS

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.14. Founder's Estate No.13

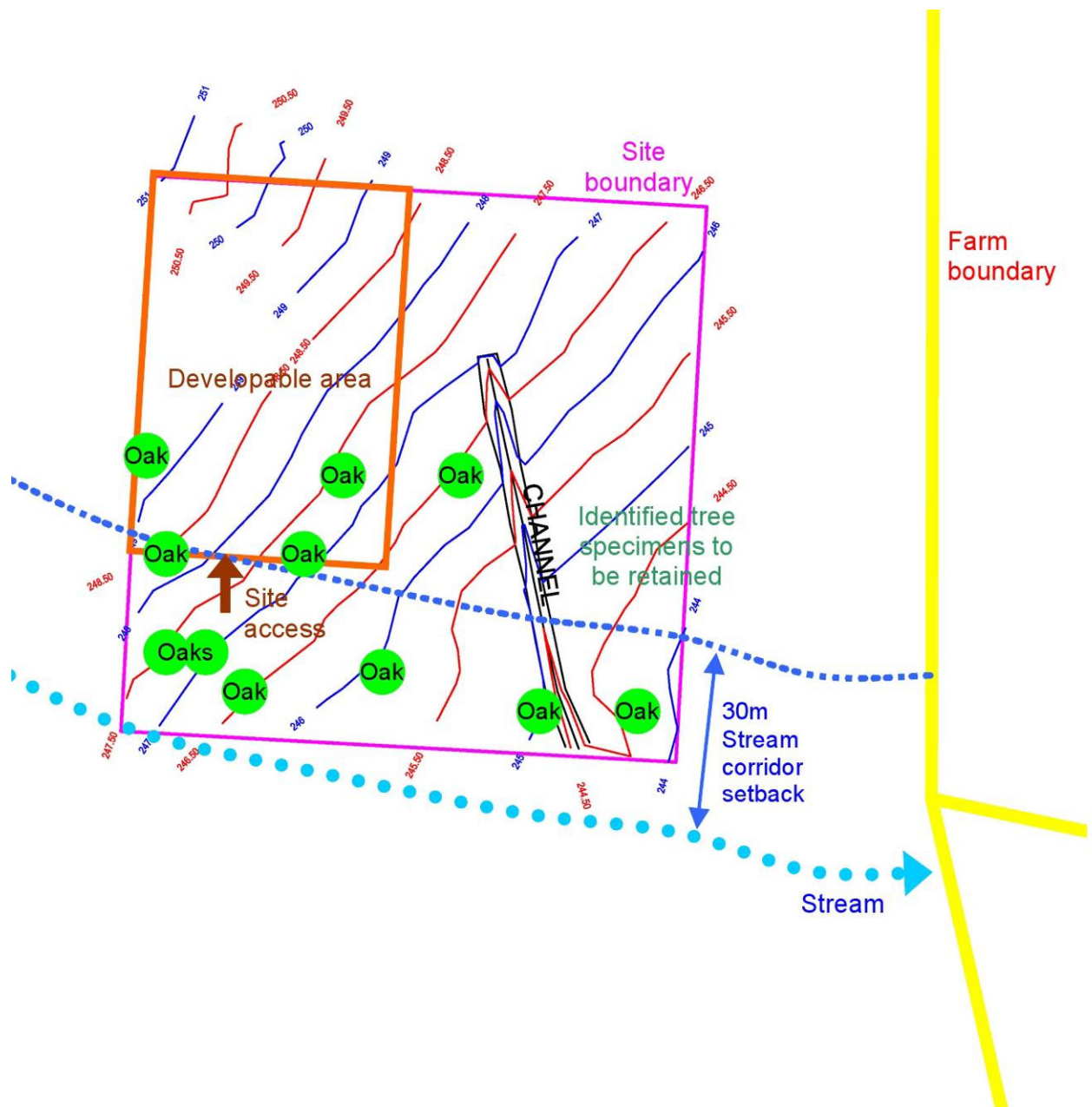


Farm No.13 : Site Development Constraints

CONSTRAINTS

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.15. Founder's Estate No. 14

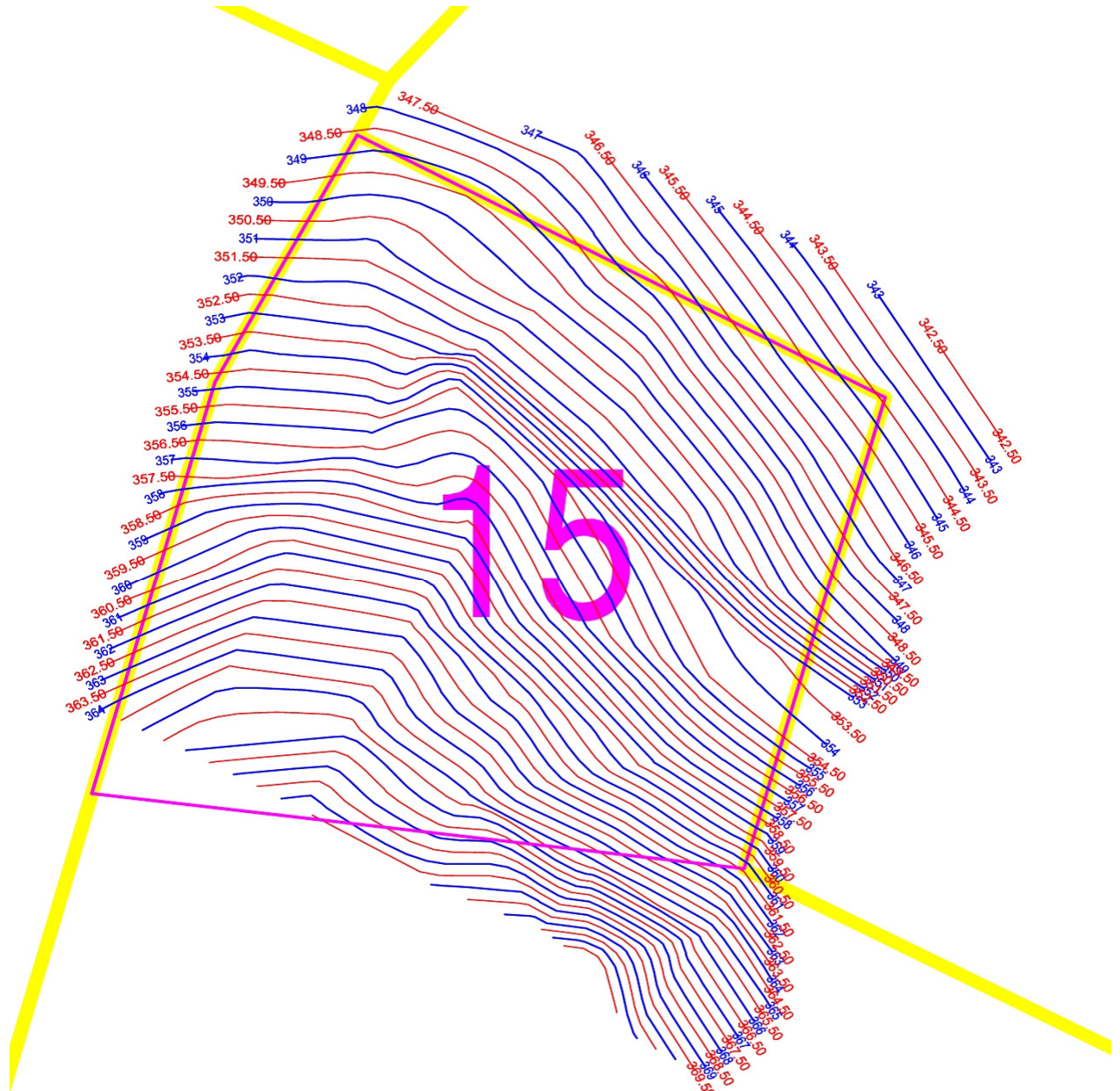


Farm No. **14** : Site Development Constraints

CONSTRAINTS

1. Category A Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 2400m²

30.16. Founder's Estate No. 15



CONSTRAINTS:

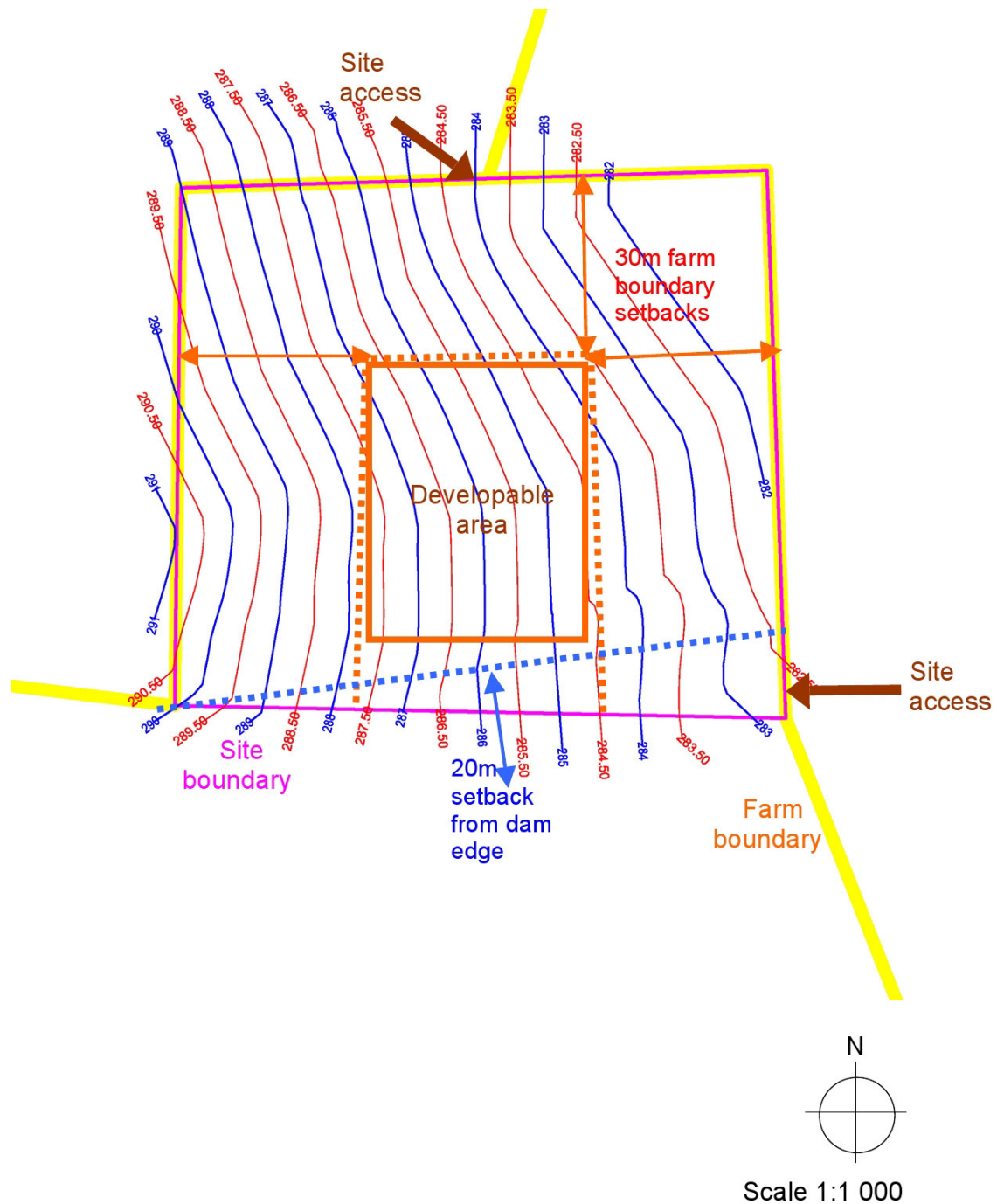
1. Category C Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1200m²

NOTE: In light of the sensitive character of Founders' Estates No. 15, additional site development constraints may be imposed in connection with Improvements on this site. Any additional site

development constraints shall be subject to final determination by the MRC and SAHRA.

The nature, extent and appropriateness of any Improvements shall be determined by a Visual Impact Assessment which shall be undertaken by an Owner at the design/planning phase.

30.17. Founder's Estate No. 16



Farm No. **16** : Site Development Constraints

CONSTRAINTS:

1. Category B Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m² - 1600m²

30.18. Founder's Estate No. 17



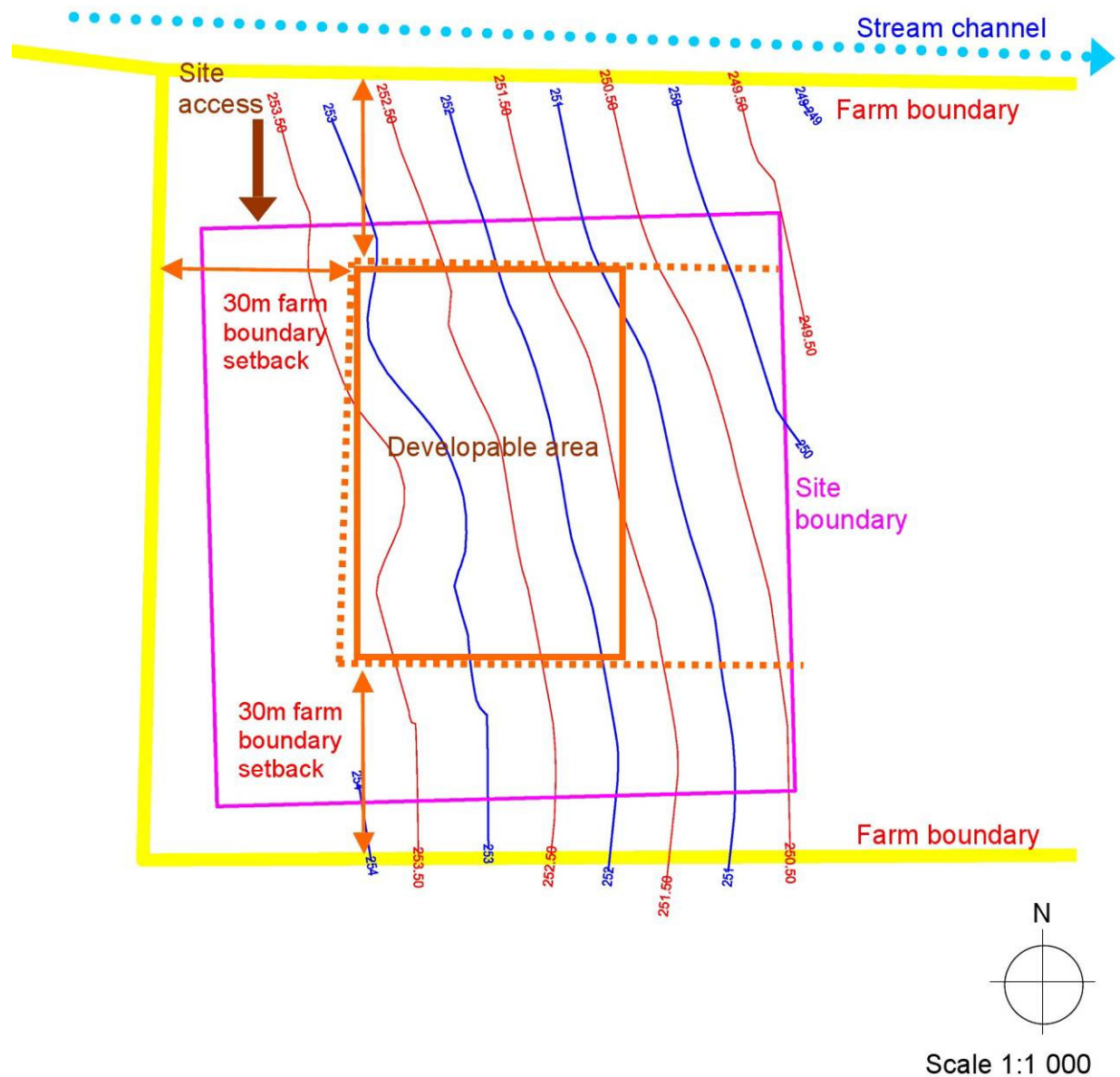
Farm No. **17** : Site Development Constraints

NOTE: SPECIFIC REQUIREMENTS: GOEDE HOOP WERF

- (a) A dedicated heritage management plan for the Goede Hoop werf must be prepared by a specialist consultant, which plan is subject to SAHRA approval.

- (b) Written approval from SAHRA in terms of the NHRA shall be required for any change in use or physical intervention within and around the Goede Hoop werf, including access roads, any internal and external changes to the Existing Improvements, re-plastering, the removal or demolition of any feature, landscaping, ground levelling or excavation, the laying of service pipes, the installation of Utility Lines etc.
- (c) Any physical intervention on Founder's Estate No. 17 must take into account the potential and/or known archaeological sensitivity of the site and is subject to the specific requirements referred to in clause 8 of the Guidelines.
- (d) The extent of the Developable Area is limited in terms of the Memorandum of Agreement to the existing building footprint.

30.19. Founder's Estate No. 18



Farm No.18 : Site Development Constraints

CONSTRAINTS:

1. Category A Landscape Domain
2. Excluded Area: - 8000m²
3. Developable Area m²: - 2400m²

The site plan map illustrates the layout of the site, including the following features:

- Farm boundary:** Indicated by a thick yellow line at the top and bottom of the map.
- 30m farm boundary setback:** Indicated by orange dashed lines with arrows pointing to the setbacks from the farm boundary.
- Site access:** Indicated by a brown arrow pointing to the site boundary on the left side.
- Retain line of Lombardy poplars:** Indicated by a green line on the left side of the site.
- Developable area:** A rectangular area outlined in orange, located within the site boundary.
- Drainage line:** A blue line running horizontally across the site, with a blue arrow pointing to it.
- Site boundary:** A magenta line outlining the entire site area.
- Stream channel:** A blue line running horizontally across the site, with a blue arrow pointing to it.
- Topography:** Contour lines are shown in red and blue, with elevations ranging from 223 to 229.50.
- North arrow and Scale:** A north arrow is located in the bottom left corner, and the scale is 1:1 000.

CONSTRAINTS:

- 70

SECTION 5: SPECIFICATIONS FOR INFRASTRUCTURE AND SERVICES

31. BOSCHENDAL ESTATE WATER ETHIC

- 31.1. Boschendal encourages the conscientious consideration and use of water as a precious natural resource. Boschendal will employ the latest technologies in minimum water usage, and Boschendal's management and grounds-keeping personnel have been trained in water management.
- 31.2. The Boschendal Estate Water Ethic shall be taken into account by an Owner and the Owner's agents and contractors in the design, planning and undertaking of all Improvements.

32. POTABLE AND IRRIGATION WATER

- 32.1. A potable water connection will be provided to each Founder's Estate to the point on the boundary of the individual Founder's Estate via underground pipes and cables (the "**Connection Point**"), indicated as "P" on Annex "A1" of the Sales Agreement. An irrigation water connection will also be provided to each Founder's Estate at the Connection Point.
- 32.2. The Owner shall be responsible for the connection of services, etc. from the Connection Point to the Developable Area.
- 32.3. A water meter(s) will be provided for monthly readings by BEFEPOA.

- 32.4. A supply of 2,000 litres of potable water per Founder's Estate per day at a minimum pressure of 40m will be provided at the Connection Point.

33. STORMWATER

- 33.1. Stormwater will be accommodated above ground as far as possible.
- 33.2. Where steep gradients could cause erosion along the Domain Roads, suitable paved side drains will be provided.
- 33.3. Culverts will be provided at stream / river crossings, designed to accommodate the 1:5 year recurrence interval storm.
- 33.4. Erosion protection will be provided in existing streams / rivers where required.
- 33.5. Stormwater will be discharged into existing streams, rivers and irrigation dams.

34. ROADS

- 34.1. All Domain Roads will have a surface of exposed aggregate concrete and designed to handle medium heavy vehicles.
- 34.2. Domain Road widths will be between 3.0m and 2.5m with a shoulder on either side.
- 34.3. Domain Roads will be provided as shown on Annex "A1" to the Sales Agreement. Maintenance will be the responsibility of BEFEPOA. Private Road/s will be the responsibility of the Owner.

- 34.4. Unless the context dictates otherwise, the following principles shall apply to the construction, upgrade and maintenance of Private Roads and Domain Roads and associated infrastructure:
- 34.4.1. No tarmac surfacing shall be permitted. Concrete roads or concrete strips, with an exposed sandstone aggregate or any other natural finish that blends well with the landscape could be used for steep sections. The use of a myriad of other road surfaces should be avoided for aesthetic reasons.
- 34.4.2. Private Roads may be gravel (crushed stone) or laterite.
- 34.4.3. The portion of Private Roads leading to a Farmstead must be kept as narrow as possible, and should not exceed 3 m in width.
- 34.4.4. No pre-cast concrete channels or barrier kerbs, which have an urban connotation, are permitted. Grassed swales or dry-packed stone channels should be used to control runoff. Where pre-cast or 'in situ' concrete cannot be avoided, these should have a sandstone exposed aggregate finish. Where kerbing cannot be avoided, a low-profile mountable-type kerb should be used. Edging and channels to generally be local sandstone.
- 34.4.5. Gabions and reno mattresses using local sandstone may be used at stream crossings and for erosion control.
- 34.4.6. Culvert headwalls and other low walls may be plastered masonry with white lime-wash finish to match other historic walls in the area.

- 34.4.7. No precast concrete type walls such as 'Vibracrete' are permitted.
- 34.4.8. Road verges shall be gravel, grass or indigenous groundcover plants.
- 34.4.9. The rural character of the existing routes on the Founders' Estates is to be retained and established roads or vineyard tracks are to be used as far as possible.
- 34.5. Roads within the Sensitive Zone shall, to the extent practical, follow the existing roads and vineyard tracks. Washes and drainage ways within the Sensitive Zone shall, to the extent practical, be left free and unimpeded in their natural state.

35. SEWERAGE DISPOSAL

The Owner shall be responsible for the installation of a septic tank that complies with the specifications of the relevant authority.

36. SOLID WASTE REMOVAL

Solid waste will be removed at the Connection Point at each Founder's Estate by BEFEPOA.

37. TELKOM

- 37.1. An underground sleeve network with manholes / junction boxes will be installed to accommodate Telkom SA Ltd ("**Telkom**") cable network.
- 37.2. Each Owner shall apply for a telephone service at Telkom, which will be responsible for the required telephone cable installations.

38. BULK ELECTRICAL SUPPLY

- 38.1. Bulk electricity will be supplied to the Connection point on the boundary of the Developable Area, via an 11Kva underground cable and miniature sub-station.
- 38.2. The low voltage distribution system will be nominal three phase 400V phase to phase / 230V phase to neutral with neutral bonded to earth.
- 38.3. A Founder's Estate will be provided with three phase power and a meter via KWH meters to the Connection Point. This will be in accordance with NRS034-1: 1999 Electricity Distribution – "Guidelines for the provision of electrical distribution in Residential Areas".
- 38.4. An Owner is responsible for its own underground cable from the Connection Point to the Developable Area.
- 38.5. It is envisaged that ESKOM will be the supply authority. Each Owner shall apply for its own electrical supply.

39. BOSCHENDAL ESTATE ENERGY USE

- 39.1. Boschendal encourages the wise and sustainable usage of all non-renewable energy, and encourages the adoption of appropriate passive energy technologies and the sustainable utilisation of renewable natural resources in connection with the design, planning and undertaking of all Improvements. These technologies include a wide variety of materials, hardware and systems.

- 39.2. Good planning is essential in minimising energy use and consumption. Owners and their agents or contractors should consider the following in planning an Improvement:
- 39.2.1. The daily and seasonal paths of the sun and its advantage for natural lighting and sources of renewable energy (including, for example, solar heating panels) should be taken into account in the planning and design of Improvements.
- 39.2.2. Orient the Improvement so that its patios, courtyards and windows take maximum advantage of the sun's heat in the winter.
- 39.2.3. Protect all glass areas of the Improvement that will be exposed to the sun in summer with deep recesses, overhangs or other devices to minimise heat gain.
- 39.2.4. Properly distribute areas of thermal mass and properly locate high resistance insulation to help stabilise the mean radiant temperature of interior spaces.
- 39.2.5. Consider the advantages and disadvantages of prevailing winds.
- 39.3. Insensitively positioned applications installed on the Founders' Estates in connection with the sustainable use of natural resources (including solar collectors) can cause excessive glare and reflection, and may be approved by the MRC only if they are integrated into the Improvement or landscaping and are not visible from neighbouring properties.

40. SERVICE YARD

All above-ground garbage and trash containers, wash lines, mechanical equipment, and other outdoor maintenance and service facilities must be screened from view from other Founders' Estates, Roads, or public spaces by utilising screen walls or Improvements.

41. STORAGE TANKS

All storage tanks of whatsoever nature (including fuel, water tanks, or similar storage facilities), shall be either shielded from view by screen walls or Improvements; or located underground, with all components of such storage tanks screened from view.

42. SIGNAGE

42.1. Subject to clause 26, all signs (including for security, pool, construction, financing, for sale or other similar signs) are prohibited on the Boschendal Estate.

42.2. Subject to the BEFEPOA Conduct Rules and BEMPOA Master Rules, the only exceptions are the address identification for each Founder's Estate, the temporary construction sign described in clause 70 and the standardised open house signs provided by the sales personnel and approved by MRC in terms of these Guidelines.

43. LANDSCAPE GUIDELINES

43.1. Landscaping on the Founders' Estates shall be carefully controlled to integrate Improvements on a Developable Area with the natural area on the Sensitive Zone and to restore and protect the integrity of key landscape elements that contribute to

the *genius loci* of the Boschendal Estate Founders' Estates Domain and surrounding areas.

43.2. In planning, designing and undertaking any landscaping on the Founders' Estates, regard must be had to the following:

43.2.1. The historical patterns of plantings which have endured over time and form an integral part of the character of the Environment.

43.2.2. Care should be taken to protect all vegetation on the Boschendal Estate.

43.2.3. All Improvements should be sited to avoid existing trees except pines and gums (provided that any such pines or gums have not been identified as having heritage significance in the HIA Report).

43.3. The Landscape Guidelines relating to *inter alia* alien clearing, site clearance and rehabilitation, re-vegetation, fire maintenance, treatment and planting (including measures such as pruning, fertilizing, pest control & rehabilitation) shall be adhered to.

43.4. The prior written approval of the MRC shall be required in connection with the damage, removal or pruning of trees identified in the Vegetation Chronology and Catalogue by Aikman Associates (2005)² as being conservation-worthy.

44. GENERAL

44.1. Without limiting the foregoing, all Utility Lines must be located underground.

² Appendix 17 to the HIA Report.

- 44.2. While the natural topography on the Boschendal Estate varies considerably from Founder's Estate to Founder's Estate, the following general requirements and limitations will apply in the absence of special circumstances:
- (a) Cut and fill slopes shall not be exposed following completion of construction.
 - (b) No change in natural or existing drainage patterns for surface waters shall be made upon the Excluded Area that could adversely affect another Owner or the FEAL.
 - (c) No protected plants shall be tampered with, including damaged, destroyed, or removed from the Excluded Area or anywhere else on the Boschendal Estate.
- 44.3. In the event of any contravention of clauses 44.2 (a), (b) or (c) above, BEMPOA may forthwith cause the relevant area to be restored to its existing state prior to such contravention and remediated, where applicable.
- 44.4. In the event of any contravention of clause 44.2 (c) above, BEMPOA may also cause to be replaced any protected plant which has been tampered with, including damaged, destroyed, or removed with either a similar plant in type and size, or with such other plant as BEMPOA may deem appropriate in the circumstances.
- 44.5. The Owner of the Founder's Estate on which a contravention of clauses 44.2 (a), (b) or (c) above has occurred, shall reimburse BEMPOA on demand and in advance for all expenses incurred or to be incurred by BEMPOA in exercising its rights under clauses 44.3 and 44.4.

- 44.6. With respect to any contravention of clauses 44.3 and 44.4 BEMPOA shall also have the right to require complete or partial restoration of cut and fill areas by the Owner at the cost of the Owner.
- 44.7. The control of all pets on the Founders' Estates is subject to the relevant local authority and BEFEPOA Conduct Rules.

SECTION 6:

DESIGN REVIEW PROCESS

45. INTRODUCTION

45.1. An Owner shall be entitled to:

- Either erect a Farmstead; or
- Alter the Existing Improvement/s,

on a Founder's Estate, at any time after the date of transfer of the Founder's Estate in the Owner's name, subject to, and in terms of:

- the Guidelines;
- the process for the approval of the Building Documents as set out hereunder; and
- any other permits, consents, or authorisations required by law.

45.2. The MRC is charged with overseeing the overall development of any Improvements on the Founders' Estates in accordance with the Guidelines.

45.3. The role of the MRC is to evaluate the plans and designs for each proposed Improvement to determine:

45.3.1. The appropriateness of proposed Improvements in the context of the features and qualities of the Founder's Estate in question and the Environment.

45.3.2. The compatibility of the proposed Improvements with:

- The objectives, principles and standards of the Guidelines;
- The architectural approach contemplated in Section 2 of the Guidelines;
- The Archaeological / Historical Residues Management Plan prepared in terms of the HMA;
- The Landscape Guidelines;
- The CMP; and
- The dedicated heritage management plan prepared in terms of the HMA for the Goede Hoop werf (Founder's Estate No. 17), where applicable.

45.4. In fulfilling its role, the MRC may determine that what was found acceptable in relation to one Founder's Estate may not be acceptable on another Founder's Estate. The primary goal is for the appearance and character of all Improvements to be submissive to their natural surroundings, rather than to dominate and/or contrast sharply with them.

46. DEFINITIONS

In this Section of the Guidelines, the following words and expressions shall bear the meanings assigned to them hereunder namely:

46.1. Architect – an architect (or an architect being part of an architectural practice registered as such in terms of the Architectural Profession Act, No. 44 of 2000) registered with the South African Council for the Architectural Profession.

46.2. Building Documents – such documents and/or information as is determined from time to time by the Owner and/or the Architect, provided that the Building Documents:

(a) Shall provide sufficient information in connection with proposed Improvements to be undertaken on a Founder's Estate, including plans, specifications and a schedule of finishes, to enable the MRC to fulfil its obligations in terms of clause 50;

(b) Shall be prepared in terms of and in compliance with:

(i) The Guidelines;

(ii) The SALA Consent, the LUPO Consent, the SAHRA Consent, and both the HMA and the CMP, and in particular, without derogating from the generality of the afore-going:

(aa) In terms of the zoning of the Founders' Estates as "Agricultural Zone I", in terms of the relevant zoning scheme regulations under the Land Use Planning Ordinance, No. 15 of 1985 (Western Cape) which provides,

"...Agriculture means the cultivation of land for crops and plants or the breeding of animals, or the operation of a game farm on an extensive basis on the natural veld or land, and includes only such activities and buildings as are reasonably connected with the main farming activities of the farm..."; and

(bb) The provisions of paragraph f(viii) of the LUPO Consent, which reads as follows:

“...That the buildings on the agricultural units be limited to one new farmstead per farm. The only other buildings permitted are those required for *bona fide* agricultural purposes for the farming unit as a whole...”.

(iii) Any relevant laws or by-laws; and

(iv) This includes, without limitation, with respect to the Alteration of the Existing Improvement/s, in terms of the requirements of both:

- SAHRA, including in terms of the SAHRA Consent; and
- The Stellenbosch Municipality, including in terms of the LUPO Consent,

or their successors-in-title.

46.3. Specialist – any independent person(s) specialising in the field of architecture, with expertise in contemporary and conservation architecture, landscape architecture, and heritage conservation, approved by SAHRA.

47. COMPOSITION AND POWERS OF THE MRC

47.1. The composition of the MRC shall be as follows:

- (a) A committee of at least 4 (four) persons (defined as the Committee); and

(b) comprising at least:

- 2 (two) Specialists appointed by BEFEPOA;
- 1 (one) representative appointed by SAHRA; and
- 1 (one) representative appointed by Boschendal during the Development Period, and thereafter by BEMPOA.

47.2. Where required, the MRC may include a further person, at the option of the MRC, which person shall be a representative of the Stellenbosch Municipality.

47.3. A quorum for any meetings of the MRC shall be 3 (three) persons provided that the representative appointed by SAHRA shall be present. Should a quorum not be present within 30 (thirty) minutes after the time appointed for the commencement of any meeting of the MRC, that meeting shall stand adjourned to the following week, at the same time and place, or such other date, time or place as the Chairperson of the Committee shall appoint.

47.4. The MRC's powers include that it may:

47.4.1. Recommend that a Developable Area Plan be approved conditionally or unconditionally by SAHRA and the Stellenbosch Municipality.

47.4.2. Require any change to, including the amendment, clarification or modification of the Developable Area Plan.

47.4.3. If any amendment(s) to a Developable Area Plan are made, the MRC is entitled to require that the application be submitted afresh.

- 47.4.4. Defer consideration of a Developable Area Plan to a subsequent meeting of the MRC if modification of a Developable Area Plan is required, including pursuant to where additional information is required pursuant to clause 50.1.
- 47.4.5. Reject a Developable Area Plan in whole or in part.
- 47.4.6. Revoke the MRC's recommendation of approval of a Developable Area Plan, if the MRC is of the opinion that the conduct of an Owner fails to implement the Developable Area Plan in terms thereof,
- provided that any notification from the MRC and/or SAHRA in terms of this clause shall be in writing to the Owner.

48. THE DESIGN REVIEW PROCESS

- 48.1. A design review process to be administered by the MRC is established to facilitate compliance with these Guidelines and to ensure a process that is both fair and reasonable to all the Owners concerned.
- 48.2. Subject to clause 48.3, The MRC will have the authority to issue all formal approvals or disapprovals of proposals or impose conditions, and to enforce the Guidelines. In this regard, the MRC is empowered to recommend that Building Documents be approved by the relevant authority or require the amendment, clarification or modification of the Building Documents by the Owner.

48.3. Notwithstanding any positive recommendation that the MRC may make in respect of Building Documents, the Owner is required, in addition, to obtain the following:

- The approval of the Improvements by the Stellenbosch Municipality in terms of the National Building Regulations and Building Standards Act (Act No. 103 of 1977);
- The approval of the Improvements by SAHRA in terms of the NHRA (Act No. 25 of 1999); and
- The approval of the Improvements by the Western Cape Provincial Department of Environmental Affairs and Development Planning in terms of the National Environmental Management Act (Act No. 107 of 1998), where applicable;

before commencing with Improvements on a Founder's Estate and/or any construction-related or site preparation activities in connection with such Improvements.

48.4. It is strongly recommended that each Owner retain competent, experienced professional services for the planning and design of all Improvements. A thorough analysis and understanding of a particular Founder's Estate and the Owner's particular requirements and the skill to translate these factors into building form, as well as the ability to convey to the MRC the concept and design of proposed Improvements, are all elements of the design review process.

48.5. If an Owner elects to do "own design" or to obtain non-professional services (which must be signed for by the appropriate professional, in any event), and the result is not

approved by the MRC, an Owner will incur unnecessary expense.

48.6. Every application for Improvements shall be considered by the MRC on its merits. Where appropriate, the Guidelines may be departed from. In assessing and determining whether a departure from the Guidelines is appropriate, the MRC shall *inter alia*, take into account the following:

- Improvements shall be submissive to the Environment and shall be visually recessive.
- Significant adverse visual impacts on the Environment and landscape shall be avoided, and where such impacts cannot reasonably be avoided altogether, they must be minimised.
- Where a rigid adherence to these Guidelines would result in Improvements with a more significant adverse visual impact on the Environment than otherwise would be the case if a departure from the Guidelines was allowed, or, alternatively, where a departure from the Guidelines would not result in a significant adverse visual impact on the Environment, then a departure might be appropriate in the circumstances.
- Any application for a departure from the Guidelines shall, in all cases, be considered in terms of the objectives, principles and purpose of these Guidelines, and strive to retain the overall aesthetic values and general appearance of the Boschendal Estate.

49. SUBMISSION OF BUILDING DOCUMENTS

49.1. It is agreed that, subject to the MRC exercising its rights in terms of clause 54, the Owner shall at own cost:

- (a) Appoint an Architect of the Owner's choice;
- (b) Request the Architect to prepare the Building Documents;
and
- (c) Submit the Building Documents together with the name and address of the Architect in writing to BEMPOA.

49.2. The Owner shall, with such submission, pay to BEMPOA such reasonable fee, as is determined in writing by BEMPOA from time to time, in order for the MRC to consider and establish whether the Building Documents are in compliance with any relevant law or requirement, including:

- (a) The Guidelines; subject to clause 48.6 of the Design Guidelines;
- (b) The requirements of SAHRA;
- (c) The requirements of the Stellenbosch Municipality;
- (d) The requirements of any other relevant authority, including a local or district authority; and
- (e) Any requirements in terms of the LUPO Consent, the SALA Consent and the SAHRA Consent.

50. UPON RECEIPT OF THE BUILDING DOCUMENTS

- 50.1. The MRC shall be entitled, by notice, to call for any further information it considers is reasonably necessary. The Owner shall, by notice, furnish such information within 30 (thirty) days.
- 50.2. The MRC shall consider whether the Building Documents are in compliance with the Guidelines, subject to clause 48.6 of the Design Guidelines, and other requirements contemplated in clause 49.2.
- 50.3. The MRC shall further:
- (a) Within a reasonable period after receipt of the Building Documents, or the extended date taking into account the provisions of clause 50.1, either approve or disapprove or impose any conditions to the Building Documents, and notify the Owner accordingly.
 - (b) If the MRC fails to notify the Owner within a reasonable period, then the Owner shall by notice request the MRC to approve or disapprove the Building Documents within 14 (fourteen) days. If the MRC fails to notify the Owner within the said 14 (fourteen) day period, the MRC shall be deemed to have approved the Building Documents as submitted.
- 50.4. If the MRC does not approve, or imposes any conditions with respect to the Building Documents and notifies the Owner to that effect, in terms of clause 50.3(a), then:
- (a) The MRC shall give reasons in writing, in such notice, for its disapproval/s and/or imposition of conditions; and

- (b) If the MRC and the Owner cannot, within 60 (sixty) days after such notice, reach agreement on the Building Documents, the dispute shall be resolved in terms of Section 8 of these Guidelines.

50.5. The MRC may appoint an agent (the “Agent”) to fulfil any of its functions, provided:

- (a) The Agent is an architect and/or urban planner or a professional practice duly registered as such in terms of both the Architectural Profession Act, No. 44 of 2000 and/or the Planning Profession Act, No. 36 of 2002; and;
- (b) Such appointment is, during the Development Period, approved by Boschendal, and after the Development Period by BEMPOA provided that the Agent is a Specialist.

51. UPON APPROVAL OF THE BUILDING DOCUMENTS BY THE MRC

51.1. Upon approval of the Building Documents by the MRC, the Owner shall submit the Building Documents to SAHRA, and obtain SAHRA’s approval thereof, in terms of the NHRA.

51.2. Within 60 (sixty) days of receipt by SAHRA of the Building Documents, SAHRA shall, in writing to the Owner:

51.2.1. Approve the Building Documents, without requiring any amendment thereof; or

51.2.2. Require the amendment, clarification or modification of the Building Documents.

51.3. If SAHRA fails to notify the Owner within the said 60 (sixty) day period contemplated in 51.2, SAHRA shall be deemed to have approved the Building Documents in question.

51.4. Subject to compliance with clause 51.1, the Owner shall thereafter submit the Building Documents to the relevant authorities (including the Stellenbosch Municipality) for approval/s, provided that, in the event that the relevant authorities or SAHRA, in giving their approval/s, impose any conditions or change the Building Documents (the "Changed Condition"), then such conditions and/or changed Building Documents must be referred back to the MRC, and the procedure referred to in clause 50.3 shall be started afresh provided that only the Changed Condition shall be considered by the MRC.

51.5. Once all approval/s has/have been obtained in terms of this clause and other applicable legislation, the Owner shall commence with the erection of either the Farmstead or the Alterations of the Existing Improvements, within a reasonable period, provided that:

(i) As soon as the Owner has:

(a) Either, in respect of the Farmstead, laid out the positions of all foundations of all proposed Improvements; or

(b) In respect of the Existing Improvements, laid out the positions of any Alterations, if any,

including, in both cases, the location of the relevant Private Road connecting to the relevant Domain Road, the Owner shall notify the MRC.

(ii) The MRC shall inspect the layout and/or locations, to ensure that they are in terms of the Building Documents, and if so, provide the Owner, by notice, with a certificate to proceed, whereupon the Owner may proceed with:

- Either the erection of the Farmstead; or
- The Alterations of the Existing Improvements.

(iii) The Owner shall also be liable for the reasonable costs of the MRC in this respect, which shall be payable before the inspection commences.

(iv) The Owner shall complete either:

- The erection of the Farmstead; or
- Alterations of the Existing Improvements,

within 18 (eighteen) months of commencing building operations.

51.6. The Owner acknowledges being aware that BEMPOA is entitled to levy a fine or a penalty in respect of any breach of the Owner's obligations in this respect.

52. WAIVER

Notwithstanding anything to the contrary contained in this clause, Boschendal may, with the consent of the MRC, waive all or any of the rights accorded it in terms of this clause, including that Boschendal enters into an agreement with the Owner for either:

52.1. The erection of the Farmstead, on such basis as Boschendal deems fit; or

52.2. The Alteration of the Existing Improvements, on such basis as Boschendal deems fit,

but subject always to any requirements in terms of any law.

53. NOTIFICATION AND ATTENDANCE

53.1. Neither the Owner, the Architect nor their respective representatives may attend any meeting of the MRC unless specifically invited by the MRC in writing.

53.2. The MRC may invite any individual or organisation to attend a particular meeting or meetings of the MRC to give specialist advice to the MRC.

53.3. Notwithstanding the above, the MRC shall:

53.3.1. Provide Stellenbosch Municipality 14 (fourteen) days written notice inviting one representative of the Stellenbosch Municipality to be present at any meeting of the MRC at which a Building Document will be considered by the MRC; and

53.3.2. provide the Drakenstein Heritage Foundation and the Franschhoek Valley Conservation Trust 14 (fourteen) days written notice inviting one representative (representing both the Foundation and the Trust) to be present at any meeting of the MRC at which a Developable Area Plan will be considered by the MRC.

- 53.4. Any individual or organisation invited to attend a meeting of the MRC in terms of clauses 53.3.1 and 53.3.2 above, shall not exercise any vote in respect of any aspect of a Developable Area Plan.

54. DIRECTIVES

The MRC may issue such further directives in writing in order to expedite the process in terms of clause 49 as it deems fit and may include:

54.1. Pre-design/site visit

The intention is to establish the Developable Area and to initiate the review and approval process prior to the preparation of any detailed drawings. The Owner and/or the Architect should meet on site with a representative of the MRC to discuss the proposed Improvements and to resolve any questions regarding the interpretation of these Guidelines or the design review process. This initial phase is most productive when a conceptual or preliminary sketch plan of the intended development can be discussed during the site visit.

54.2. Sketch plan - Submission

Sketch plans must be submitted to the MRC following the pre-design meeting. Such plans must include:

- (i) A site plan at the scale of 1:100 showing the location, footprint and areas of the proposed Improvements, including garages and carports, swimming pools, driveways, all hardened surfaces and lawn areas, proposed utility service facilities and Roads, site grading, including existing proposed contours at 0,5m intervals and

topographic features such as water courses, existing trees, rocky outcrops, etc.

- (ii) A survey, prepared by a registered land surveyor, showing site boundaries, dimensions, contours at 1m intervals and major terrain features such as river courses, mature trees and rocky outcrops of the Developable Area.
- (iii) Roof plans and floor plans at 1:100 scale.
- (iv) Exterior elevations of all facades at 1:100 scale. All exterior materials and colours should be indicated.
- (v) Cross sections indicating the relationship of the proposed Improvements to existing and proposed contours.
- (vi) A MRC review fee to be determined in writing by BEMPOA from time to time, must accompany the submission of sketch plans.

To assist the MRC in its evaluation of the sketch plan submission the Owner shall, if requested in writing by the MRC, provide preliminary staking at the locations of the corners of the Excluded Area or at such other locations as the MRC may request. The staking will be at such heights as may be necessary to indicate proposed elevations.

Notwithstanding the above, it is recommended that the corners of the Improvements be staked out on the site and elevations taken at each corner with a transit. With this information it is often possible to determine exactly how to further adjust the design to minimise the Improvement's height and conform to the existing contours of the site.

The MRC will review the submission in terms of these Guidelines and will provide a written response to the Owner.

54.3. Work in progress – Inspection

BEMPOA and/or the MRC may inspect all work in progress in connection with the undertaking of Improvements and, in the event of non-compliance with these Guidelines or the approval Building Documents, shall give written notice to the Owner calling upon the Owner to rectify forthwith contravention of the Guidelines or approved Building Documents and give notice of non-compliance, if found.

Absence of such inspection and notification during the construction period does not constitute either approval or condonation by BEMPOA and/or the MRC of any work in progress that is in non-compliance with these Guidelines or approved Building Documents.

55. FOUNDERS' ESTATES NO.'S 8 AND 15

55.1. The MRC reserves the right to consult specialist consultants for advice and for guidance in connection with the consideration and assessment of any Improvements on Founders' Estates No.'s 8 and 15, at the reasonable cost of the respective Owner thereof. In exercising its rights in terms of this clause, the MRC shall give the Owner written notice in advance of any costs to be incurred in connection with any specialist consultants.

55.2. The MRC shall not consider any diagrams, plans or designs in connection with any Improvements to be undertaken on Founders' Estates No.'s 8 and 15 unless the MRC receives a deposit from the Owner concerned in respect of the costs contemplated in clause 55.1.

SECTION 7:

CONSTRUCTION REGULATORY FRAMEWORK

56. INTRODUCTION

- 56.1. In order to ensure that the natural landscape of Boschendal Estate is not affected in any manner during construction, the following “Construction Regulations” shall be made part of the construction contract documents for each Improvement on a Founder’s Estate. All Owners and their employees, including Builders, shall be bound by these Regulations and any contraventions by an employee shall be deemed to be a contravention by the Owner.
- 56.2. Policing of building sites during construction will be done by BEMPOA, and the Boschendal Estate security guards, acting as roving inspectors.
- 56.3. Contraventions of the Construction Regulations will be reported to Boschendal, who will notify the Owner’s employee(s) involved. Copies of the notice shall be sent by Boschendal to the Owner, BEMPOA and the MRC.
- 56.4. BEMPOA shall impose a penalty on the Owner and/or the employee concerned in connection with any contraventions of the Construction Regulations.

57. BUILDER’S DEPOSIT WITH BOSCHENDAL

- 57.1. To ensure that these Guidelines are adhered to, each employee including Builders referred to in clause 56.1, before beginning any construction, shall deposit with Boschendal such amount as BEMPOA may determine in writing from time to time.

- 57.2. Should it become necessary for either the MRC or BEMPOA to remedy any contraventions of the Construction Regulations, the costs incurred in connection with remedying any contraventions will be charged separately to the Builder leaving the deposit intact.
- 57.3. Notwithstanding clause 57.2, Boschendal is authorised in terms hereof to pay the penalty levied in terms of clause 56.4 above, from the deposit.

58. PRE-CONSTRUCTION CONFERENCE

- 58.1. Prior to commencing construction, the Builder shall meet with BEMPOA and/or the MRC to review construction procedures and to co-ordinate construction activities.
- 58.2. Builders will be asked to fill out a form, including a list of sub-contractors and suppliers, in order for them to gain access to the Boschendal Estate Founders' Estates Domain.
- 58.3. Upon "final approval" in terms of clause 50.3, the MRC shall issue a permit in the form of a sticker which will be required at each construction site before any work begins (the "Boschendal Estate Construction Permit"). A Boschendal Estate Construction Permit will be required at each construction site.
- 58.4. The Boschendal Estate construction permit contemplated in clause 58.3, shall not be issued before the Building Documents (contemplated in Section 6) have been reviewed and approved by the MRC.

59. CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, ETC.

- 59.1. Any Owner who wishes to bring any movables (including a construction trailer, field office, portable toilets, construction material storage and dumpsters or the like) onto the Boschendal Estate shall first apply for and obtain written approval from BEMPOA. To obtain such approval, the Owner shall submit a copy of a plan to BEMPOA, which plan details the proposed locations for the movables.
- 59.2. Any such movable allowed on site by BEMPOA shall be temporary and shall be removed upon completion of construction.

60. CONSTRUCTION FENCING

- 60.1. To protect the natural area of a Founder's Estate from damage due to construction operations, a 1,8m high shade cloth fence shall be erected by the Builder in order to completely enclose the Developable Area. The fence shall follow the alignment of the Developable Area, shall have a single entrance located at the driveway entrance, and shall be maintained in place until the completion of construction.
- 60.2. The movables referred to in clause 59, must all be contained within the fence. In special cases, BEMPOA and/or the MRC may allow materials to be stored outside the fence when approved in writing in advance by BEMPOA and/or the MRC.
- 60.3. If it is necessary to conduct construction activities outside of a Developable Area in order to complete an Improvement, the Owner of the Founder's Estate, may submit to BEMPOA and/or the MRC a boundary description of the proposed encroachment for written approval. The Owner shall ensure that any

construction area situated outside the Developable Area shall be rehabilitated and be returned as closely as possible to its original condition.

61. EXCAVATION MATERIALS, BUILDING DEBRIS AND GARBAGE REMOVAL

- 61.1. Builders shall clean up all building waste, including trash and debris on the construction site at the end of each day. Building waste shall be removed from each construction site frequently and not be permitted to accumulate.
- 61.2. All lightweight materials, including sand, construction materials, packaging, and other items, shall be covered or weighted down to prevent their being blown off the construction site.
- 61.3. Builders are prohibited from dumping, burying, or burning building waste anywhere on Boschendal Estate except as expressly permitted by BEMPOA. During the construction period, each Developable Area or the route to and from the Developable Area, shall be kept neat and tidy to prevent it from becoming a public eyesore or in any other way adversely affecting other Founders' Estates or any open space. Unsightly dirt, mud, or debris from construction and any construction-related activity on each Developable Area shall be promptly removed and the general area cleaned.
- 61.4. Excess excavation materials must be removed by the Builder from the Boschendal Estate.

62. SANITARY FACILITIES

- 62.1. Each Builder shall be responsible for providing, adequate sanitary facilities for his or her construction workers. Portable

toilets or similar temporary toilet facilities shall be located only within the Developable Area or on any other area approved in writing by BEMPOA.

- 62.2. Prior to bringing any sanitary facilities onto the Boschendal Estate, the Builder shall first apply for and obtain written approval from BEMPOA.

63. VEHICLES AND PARKING AREAS

- 63.1. Construction crews shall not park on, or otherwise, other Founders' Estates or any open space on the Boschendal Estate. Private and construction vehicles and machinery shall be parked only within the Developable Area or on any other areas designated in writing by the MRC and/or BEMPOA. All vehicles shall be parked in a manner so as not to inhibit traffic flows on a Developable Area or Excluded Area.
- 63.2. Each Builder shall be responsible for its subcontractors and suppliers obeying the speed limit on the Boschendal Estate. Adhering to the speed limits on the Boschendal Estate shall be a condition included in the contract between the Builder and its subcontractors/suppliers.
- 63.3. Fines may be imposed by BEMPOA on the Builder for contraventions of this clause. Repeat offenders may be denied future access to Boschendal Estate by BEMPOA and such fines levied in terms hereof shall be deductible from the deposit referred to in clause 57.

64. CONSERVATION OF LANDSCAPING MATERIALS

- 64.1. Builders are advised that the Founders' Estates and open spaces of Boschendal Estate contain valuable vegetation and

other natural features, such as top-soils, that must not be damaged, destroyed or removed during construction.

65. BLASTING

- 65.1. If any blasting is required in connection with the undertaking of any Improvements, BEMPOA shall be informed in writing by the Owner far enough in advance to enable BEMPOA to make sure that the Owner has obtained the advice of expert consultants that blasting may be accomplished safely. These consultants must so advise BEMPOA in writing.
- 65.2. The sole responsibility of BEMPOA in this respect is to require evidence of such consultant's expertise, and neither Boschendal nor BEMPOA shall be liable for any injury or damage of any nature whatsoever resulting from any blasting. If requested, the Owner and/or Builder shall provide Boschendal and BEMPOA with an indemnity.
- 65.3. No blasting or impact digging may be undertaken without the prior written approval of BEMPOA.

66. RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGES

- 66.1. Damage or scarring to any property or Improvements, the Common Area or other Founders' Estates including, but not limited to Roads, concrete curbs, gutters, utilities, vegetation and/or other infrastructure, resulting from construction operations, will not be permitted.
- 66.2. If any such damage occurs, it must be repaired and/or restored promptly by the Builder at the expense of the Builder, and, in the event of default by the Builder in meeting these obligations, the Owner who has retained the Builder shall be responsible.

67. MISCELLANEOUS AND GENERAL PRACTICES

67.1. Owners will be responsible for the conduct and behaviour of their agents or employees, including representatives, Builders, contractors, and subcontractors while on the Boschendal Estate. The following practices are expressly prohibited:

67.1.1. Changing the oil of any vehicle or equipment on the site itself or at any other location within Boschendal Estate other than at a location, if any, designated in writing for that purpose by BEMPOA.

67.1.2. Allowing concrete suppliers, plasterers, painters, and any other subcontractors to clean their equipment anywhere but the location specifically designated in writing, if any, for that purpose by BEMPOA.

67.1.3. Removing any material including rocks, plant material, topsoil, or similar items from any other property within Boschendal Estate, including other construction sites.

67.1.4. Carrying any type of firearms on the Boschendal Estate.

67.1.5. Using disposal methods or equipment other than those approved in writing by the MRC and/or BEMPOA.

67.1.6. The disposal of cigarettes and other flammable materials at any point other than that demarcated for this purpose on the construction site in writing by the MRC and/or BEMPOA. At least four 4.5kg dry chemical fire extinguishers shall be present and available in a conspicuous place on the construction site at all times.

- 67.1.7. Damage or removal of protected plant materials or plants.
- 67.1.8. No pets, including dogs, may be brought onto the Boschendal Estate by construction personnel. In the event hereof, Boschendal and/or BEMPOA shall have the right to contact the relevant authorities to impound the pets, and to deny the Builder or subcontractor involved access to the Boschendal Estate, or to take such other action as may be permitted by law, or in terms of these Guidelines.
- 67.1.9. Radios and other audio equipment playing on construction sites at Boschendal Estate are not permitted.
- 67.1.10. Vehicles (including catering trucks) will not be permitted to use their horns. In the case of catering trucks, their schedules shall be made available by the Builder to enable construction workers to be aware of break times. Any waste generated by the purchase of items from these trucks and from construction practices should be contained and disposed of properly. Any contraventions of these requirements could result in the trucks being denied access to the Boschendal Estate.

68. CONSTRUCTION ACCESS

- 68.1. The only approved access for construction crews onto a Founder's Estate, during the time an Improvement is under construction, will be over the approved Private Road for the Founder's Estate, unless BEMPOA and/or the MRC approves an alternative access point. In no event shall more than one construction access be permitted onto any Founder's Estate.

- 68.2. The location of Boschendal Estate construction entrance along with the standard procedures and operation of the entrance gate will be determined in writing by BEMPOA from time to time and issued to each Builder.

69. DUST AND NOISE

- 69.1. The Builder shall be responsible for controlling dust and noise on the Developable Area and the Excluded Area.
- 69.2. The playing of any music on the Developable Area and the Excluded Area is prohibited for the duration of construction.

70. CONSTRUCTION SIGNAGE

- 70.1. At such place as BEMPOA may determine in writing, from time to time, temporary construction signs shall be limited to one sign per Founders' Estate and any such signage shall not exceed 1.2m in height. The sign shall be free-standing within the Developable Area, and its design and location shall be subject to the prior approval of BEMPOA.
- 70.2. BEMPOA shall require all construction signs to meet the following criteria:
- a) Signs shall be single-faced, panel type, with a maximum area of 900 mm x 600 mm. No additional signs may be attached to the main sign or be suspended below it.
 - b) Only the following information may appear on a construction sign:
 - (i) Builder's Name;

- (ii) Architect's Name;
 - (iii) Owner's Name or name of Farmstead or Existing Improvements; and
 - (iv) One phone number.
- c) No other information, including "For Sale", "Available" or similar language, or descriptive phrases such as "3-bedroom" may appear on any construction sign.
- d) Colours of sign backgrounds should be muted earth tones which harmonise with the natural colours rather than sharply contrast with them. Letter colours should relate harmoniously with the background colours, while providing sufficient contrast to enable the sign to be read from approximately 6 m away.
- e) Construction signs must be removed at the time the Improvement is substantially complete, or when BEMPOA and/or the MRC directs that the sign is to be removed.

71. DAILY OPERATION

Daily working hours for each Developable Area shall be from 30 minutes before sunrise to 30 minutes after sunset, unless other hours are authorised in writing by BEMPOA.

72. OVERNIGHTING ON SITE

No employee, contractor or agent of a Builder (including foremen or any other person) shall be allowed to stay on a Developable Area overnight.

73. BENCHMARK

73.1. In order to best ensure the compliance by all Owners to the height restrictions imposed by these Guidelines, the following procedure shall be followed:

73.1.1. As part of the plan submittal contemplated in Section 6, and prior to any Improvements being undertaken, the Owner shall, at their expense, have a registered land surveyor,

- a) Establish the permanent benchmark outside of a disturbed area, and establish the natural elevation within the Developable Area; and
- b) Establish the elevation of each finished floor at completion of stem walls and certify compliance with the plan. This certification shall be placed on file with both BEMPOA and the MRC.

73.1.2. At any time during or after framing, the MRC and/or BEMPOA may require the Owner to certify that the finished height of the Improvements complies with these requirements. Should the heights, in any aspect, exceed the Guidelines set out herein, the Owner shall immediately bring the Improvements into compliance.

SECTION 8:

DETERMINATION OF DISPUTES

74. PROCESS FOR THE DETERMINATION OF DISPUTES

- 74.1. Unless provided for elsewhere, any dispute arising from or connected with these Guidelines, including, but not limited to any dispute arising in connection with the interpretation, application, effect of any of the terms, restrictions or conditions imposed, or any procedure to be followed under these Guidelines, except where an interdict is sought or urgent relief may be obtained from a Court of competent jurisdiction or an application by notice of motion to a Court of competent jurisdiction, must be determined in terms of this clause.
- 74.2. If a dispute arises, BEMPOA and/or the MRC must notify the Owner and vice versa (hereinafter “the Parties”). Should the dispute not be resolved between the Parties within 14 (fourteen) days of such notice, either of the Parties may refer the dispute for determination in terms of clause 74.3.
- 74.3. If a Party exercises its rights in terms of clause 74.2 to refer the dispute for determination, such dispute shall be referred to:
- 74.3.1. In the event that the dispute relates to any issue relating to heritage with respect to the Founders’ Estates, an independent practising heritage consultant; or
- 74.3.2. In the event that the dispute relates to any issue relating to conservation with respect to the Founders’ Estates, an independent practising conservation consultant; or

74.3.3. In the event that the dispute relates to any other issue, a practising advocate at the Cape Bar or practising attorney, in either case of not less than 10 (ten) years standing,

74.4. In the event that:

- The Parties cannot agree upon the relevant person referred to in clauses 74.3.1 - 74.3.3; or
- the relevant category of dispute,

within 14 (fourteen) days, then such person and such category shall be chosen and determined by:

- the Chairperson of the Cape Bar Council; or
- failing him/her, the Chairperson of the Society of Advocates; or
- failing him/her, the President of the Law Society of South Africa,

in all cases, including their successors-in-title.

74.5. Any person agreed upon or appointed as aforesaid (the “Expert”), shall, subject to clauses 74.6 and 74.7, in terms of either the common or statute law of the Republic of South Africa, in all respects act as an expert and not an arbitrator.

74.6. Subject to clause 74.5, the Expert shall be bound to follow the general principles of substantive South African Law. A Party may be represented.

74.7. The Expert shall be vested with the entire discretion as to the procedure and manner to be followed in arriving at his decision including that the Expert shall not be bound by any of the

principles or statutes of South African Law, regarding procedure and evidence.

74.8. As soon as possible, after the Expert has been appointed, the Parties shall and if requested from the Expert, and in such form as is requested by the Expert, prepare terms of submission to him/her, setting out, *inter alia*, the nature of the dispute, the issues to be decided by the Expert and their proposal as to the procedure to be followed;

- in connection with the submission of pleadings or the issues to the Expert; and
- the procedure and manner to be followed by the Expert at arriving at his/her decision.

74.9. The Expert shall then make a decision in this regard and notify the Parties. This decision shall be final and binding on the Parties.

74.10. Should the Expert deem it necessary to obtain technical or other advice on any matter relating to the dispute, he/she shall be entitled to obtain such advice, in any manner, from any person.

74.11. The Parties shall endeavour to the best of their ability to procure that the decision of the Expert shall be given as soon as is possible after notice in terms of clause 74.2. The Expert's decision shall be in writing and signed by the Expert, unless the terms of submission and as accepted by the Expert provide otherwise.

74.12. The Expert may order specific performance, in any circumstances in terms of which any court of law would have the power to do so. The Expert's decision shall be final and binding on all Parties. The decision shall not be subject to appeal, and

all Parties to the dispute shall abide by and comply with the Expert's decision in accordance with the terms thereof.

- 74.13. Where the Expert's decision carries the payment of a sum of money, including damages such sum shall, unless the decision provides otherwise, carry interest as from the date the money became due or the date of the cause of action which gave rise to the payment of the sum of money, in terms of the Prescribed Rate of Interest Act, 1975.
- 74.14. The Expert's decision may not order a payment of penalty unless provided for in terms of law. The Expert may correct any clerical mistake or any patent error arising from any omission or commission.
- 74.15. The provisions of this clause:
 - 74.15.1. Constitute the irrevocable consent by the Parties to any proceedings in terms thereof. None of the Parties shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions; and
 - 74.15.2. Such provisions are divisible and severable from the rest of these Guidelines as if these provisions had been agreed to independently of the other provision of these Guidelines. They shall remain in effect even if these Guidelines are declared invalid or terminated or cancelled for any reason whatsoever.
- 74.16. If permitted by law, the decision may, on an application to a court of competent jurisdiction by any Party to the dispute, after notice to the other Party, be made an order of that court.

75. DELIVERY OF NOTICES

75.1. An Owner shall, before commencing with the process contemplated in clause 49, provide notice in writing to the MRC and BEMPOA of the address chosen as the Owner's *domicilium citandi et executandi*. An Owner may change its address provided it is not a post box or a *poste restante* address by written notice to both the MRC and BEMPOA.

75.2. With respect to Boschendal, BEMPOA and BEFEPOA the following address is chosen as the *domicili citandi et executandi* for the purposes of these Guidelines:

Le Rhone Homestead (Boschendal)
Pniel Road (R310, 1.5 km from junction with R45)
GROOT DRAKENSTEIN

75.3. Any notices for all purposes in terms of these Guidelines shall:

75.3.1. be in writing;

75.3.2. be addressed to the respective Parties at their chosen *domicilium citandi et executandi* in terms of this clause;

75.3.3. be delivered by hand to the addresses chosen as the Parties' *domicilium citandi et executandi*; and

75.3.4. be deemed to have been received by the Party to whom it is addressed at the time of delivery thereof.

75.4. A notice received by a Party shall be deemed to be a notice in terms of this clause, notwithstanding that it was not sent in terms of the afore-going provisions.

76. CONFLICT

In the event of any conflict or inconsistency between provisions of these Guidelines, the determination of the MRC shall prevail to the extent of the conflict or inconsistency.