


# CLASSIFIED ADVERTISEMENTS

Contact: Bryan Smith: 046 624 4356  
Email: smithb@talkofthetown.co.za

## CLASSIFIED INDEX

- 1. DOMESTIC ANNOUNCEMENTS**
  - 1010 Births
  - 1040 Engagements
  - 1050 Marriages
  - 1070 Deaths
  - 1100 In Memoriam
  - 1220 Congrats / Best Wishes
  - 1230 Birthday Greetings
  - 1290 Thanks
- 2. PERSONAL**
  - 2070 Health & Beauty
  - 2110 Lifts
  - 2140 Lost
  - 2142 Found
  - 2240 Personal Services
- 3. ENTERTAINMENT**
  - 3060 Entertainment General
- 5. SERVICE & SALES GUIDE**
  - 5010 Education & Tuition
  - 5090 Plumbing
  - 5100 Electrical Services
  - 5120 Building Services
  - 5122 Home Maintenance
  - 5160 Walls / Fencing
  - 5190 Painting / Decorating
  - 5210 Pools, Spas, Accessories
  - 5260 Computer Services
  - 5330 Photography
  - 5360 Garden Services
  - 5380 Special Services
  - 5451 For Sale
  - 5480 Horses
  - 5510 Kennels and Pets
  - 5550 Misc Wanted
  - 5551 Wanted Known
  - 5570 Removals and Storage
  - 5630 Services Offered
  - 5640 Shuttle Services
- 6. EMPLOYMENT**
  - 6140 Education & Training
  - 6150 Employment Wanted
  - 6151 Employment
  - 6170 Estate Agents
  - 6370 Employment Wanted Domestic
- 7. ACCOMMODATION**
  - 7020 Accomm. Off / Wtd
  - 7060 Flats to Let
  - 7090 Houses to Let
  - 7151 Holiday Accommodation
- 8. PROPERTY**
  - 8010 Flats For Sale
  - 8050 Houses For Sale
  - 8161 Business Premises To Let
  - 8163 Business Premises For Sale
- 9. MOTORING**
  - 9070 Used Car Sales
  - 9440 Motorcycles
- 2180 NOTICES**

### 5510 Kennels and Pets



**SPCA Ndlambe**  
Tel: 046 624 1919  
081 280 3178  
Emergency Contact:  
082 676 8605  
**Facebook:**  
Port Alfred & Ndlambe  
District SPCA  
**Primary Health Care,  
Boarding, Adoptions  
available at your SPCA**

### 5550 Misc. Wanted



**PALCARE**  
Palliative and Hospice Care  
Caring for Grahamstown and  
Sunshine Coast Communities  
**GHT CHARITY SHOP**  
15 Milner Street  
Mon - Fri: 09:00 - 16:30  
Sat: 09:00 - 12:00 noon  
**PA CHARITY SHOP**  
20 Southwell Road  
Mon-Fri: 09:00 - 12:00noon.  
We are constantly open to  
donations & volunteers assisting  
at the shops, should anyone  
be able to assist with this.

### 5570 Removals & Storage



**DIGS TO DIGS  
REMOVALS**  
Furniture Removals, Local & National  
**081 436 9750**  
E: digstodigs@gmail.com  
**HOUSEHOLD  
FURNITURE REMOVALS;  
AND BUSINESS  
RELOCATIONS:**  
Local, National & SADC  
call or whatsapp  
Digs to Digs Removals  
on **081 436 9750** to  
book and get your home or  
business moved safely.  
Insurance cover  
**R324 000+/-**  
Grahamstown | East London |  
Port Alfred | Port Elizabeth |  
Kenton On Sea | Durban |  
Johannesburg | Cape Town

## 6 EMPLOYMENT

### 6150 Employment Wtd.

**ANGELINE** is a Zimbabwean lady, looking for domestic work. Available Tuesdays, Wednesdays, Thursdays and Fridays. Port Alfred and Surrounds. References available. She has a work permit. **078 926 4181.**

**ASISIPHO** is looking for domestic work. Available every day - Mondays to Fridays. Excellent at cleaning and cooking. Port Alfred and surrounds. **CONTACT 078 763 7611.**

**CYNTHIA** is looking for any general employment and/or domestic work. Hard worker. Full time or part time. References available. Port Alfred and surrounds. **073 60 52 165.**

**GLADYS** is looking for domestic work on Wednesdays and Thursdays in Port Alfred. References are available. **CONTACT 088 7080 514.**


**KHULULWA** is looking for domestic work, as well as employment as a caregiver. She is experienced and qualified as a caregiver with references available. Port Alfred and surrounds. Available full time or part time. **CONTACT 063 9939 364.**

**NOMBONISELO** "Joyce" is looking for domestic work/cleaner. Full time or part time. Port Alfred. References are available. **073 441 6118.**

**THABISO** is looking for general employment. He has past experience working as a painter, driver, and as a waiter. He has a Code 10 and PDP. Looking for any employment. References available. Port Alfred. **CONTACT 088 452 1761.**

**WENDY** is a 42 year old Zimbabwean lady, looking for domestic work or general employment. References are available. Full time or part time. Port Alfred and surrounds. **064 884 9711.**

**ZANYWE** is looking for caregiver or domestic work. Willing to work daily and also night shift work. References are available. Port Alfred and surrounds. **CONTACT 078 763 7611.**



**NDLAMBE MUNICIPALITY**  
PORT ALFRED

**APPLICATION FOR SUBDIVISION OF ERF 3485, KENTON ON SEA INTO 15 PORTIONS, REZONING OF PORTION 1- 12 FROM RESIDENTIAL ZONE 1 TO RESIDENTIAL ZONE 2, REZONING OF PORTION 13-14 FROM RESIDENTIAL ZONE 1 TO OPEN SPACE ZONE 2, REZONING OF PORTION 15 FROM RESIDENTIAL ZONE 1 TO TRANSPORT ZONE 2 AND OPEN SPACE ZONE 2, DEPARTURE TO RELAX THE MINIMUM PRIVATE STREET WIDTH FROM 7M TO 5M FOR THE ROAD RESERVE AND 7M TO 4M FOR THE PAVED ROAD WIDTH, APPROVAL OF THE ARCHITECTURAL DESIGN MANUAL, HOMEOWNERS ASSOCIATION CONSTITUTION AND SITE DEVELOPMENT PLAN.**

Applicant: URBAN DYNAMICS EC  
Owner: THE BARKING FISH 0 PROPRIETARY LIMITED  
Property Description: ERF 3485, KENTON ON SEA

Physical Address: 3485 PAISLEY PLACE, KENTON ON SEA, 6191

**Detailed description of proposal:**  
The matter for consideration is an Application for Subdivision of Erf 3485, Kenton on Sea into 15 Portions, Rezonning of Portion 1- 12 from Residential Zone 1 to Residential Zone 2, Rezonning of Portion 13-14 from Residential Zone 1 to Open Space Zone 2, Rezonning of Portion 15 from Residential Zone 1 to Transport Zone 2 and Open Space Zone 2, Departure to Relax the Minimum Private Street Width from 7m to 5m for the Road Reserve and 7m to 4m for the Paved Road width, Approval of the Architectural Design Manual, Homeowners Association Constitution and Site Development Plan as per the provisions of the Ndlambe Municipality Spatial Planning and Land Use Management By-laws (2016) and Ndlambe Municipality Integrated Land Use Scheme, 2019.

Notice is hereby given in terms of Section 93 of the Ndlambe Municipality Spatial Planning and Land Use Management By-law (2016) that the abovementioned application has been received and is available for inspection during weekdays between 09:00 to 15:00 at the Ndlambe Municipality, Civic Centre, Causeway, and Port Alfred Municipal Office. The application can also be viewed on the Town Planning Portal on Ndlambe Municipal website (<https://www.ndlambe.gov.za/town-planning-portal/>) under Public Participation. Any written comments may be addressed in terms of Section 98 of the said Bylaw to the MUNICIPAL MANAGER, Causeway, Port Alfred, 6170 or emailed to [townplanning@ndlambe.gov.za](mailto:townplanning@ndlambe.gov.za) on or before **06 April 2026**. Telephonic enquiries can be made to the Town Planning Section at (046) 604 5520. The Municipality may refuse to accept comment received after the closing date. Any person who cannot write will be assisted by a Municipal Official by transcribing their comments.

NOTICE NUMBER: 47/2026  
ADV. ROLLY DUMEZWENI  
05 March 2026 MUNICIPAL MANAGER

**ESTATE LATE VIVIAN FRAUDE JORDAN**  
IDENTITY NUMBER: 471113 5054 08 6 who died on the 10<sup>TH</sup> OCTOBER 2024 of 49, 5<sup>TH</sup> AVENUE BOESMANSRIVIERMOND MARRIED BY ANTENUPTIAL CONTRACT WITH THE ACCRUAL SYSTEM TO NOLEEN NAN JORDAN  
ESTATE NO: 514/2025  
The First and Final Liquidation and Distribution Account in the abovementioned Estate will lie for inspection at the Port Alfred Magistrate's Court Pascoe Crescent for a period of 21 days from the 6<sup>th</sup> March 2026  
**THE EXECUTOR**  
NOËL STÖTTER  
37 CAMPBELL STREET  
PORT ALFRED  
EASTERN CAPE PROVINCE  
6170  
Email: noelstotter31@gmail.com

**ESTATE LATE LIONEL HILTON TIMM**  
IDENTITY NUMBER: 280829 5025 08 8 who died on the 24<sup>TH</sup> SEPTEMBER 2024 of COTTAGE 4 DAMANT LODGE PORT ALFRED 6170  
WIDOWER  
ESTATE NO: 3841/2024  
The First and Final Liquidation and Distribution Account in the abovementioned Estate will lie for inspection at the Port Alfred Magistrate's Court Pascoe Crescent for a period of 21 days from the 6<sup>th</sup> March 2026  
**THE EXECUTOR**  
NOËL STÖTTER  
37 CAMPBELL STREET  
PORT ALFRED  
EASTERN CAPE PROVINCE  
6170  
Email: noelstotter31@gmail.com



**BIKES & E-BIKES SALES & SERVICE**  
QUALIFIED TECHNICIAN  
The Cycle Asylum  
All Brands - Collect & Deliver  
**Tel: 046 624 8358 | 072 727 7382**

**DSTV**  
Volcanik  
**Tel: 046 624 3630**

**ELECTRICIAN**  
DN Electrical  
**Devon Nicholson: 084 058 2222**

**ESTATE AGENTS**  
RE/MAX Kowie  
**Tel: 046 624 1110**

**FINANCE AND TAX**  
Roelof Siegers CA(SA)  
**Cell: 082 772 6713**

**GAS SUPPLIES & SERVICES**  
LP Gaz Port Alfred  
**Tel: 046 624 8070 | 072 188 2633**  
Kowie Gas  
**Cell: 063 227 2438**  
Gas Wize  
**Cell: 084 504 0761**

**TYRES**  
Supa Quick  
**Tel: 082 455 9071**

### 2 PERSONAL

2240 Personal Services

**ALCOHOLICS ANONYMOUS**  
Sunshine Life Centre, Port Alfred  
7pm - 8pm. Every Monday.  
First Monday of the month is open.  
**Has your life become unmanageable as a result of alcohol?**  
Call Alcoholics Anonymous.  
Marissa: 083 333 6746

**FAMSA (Families SA)**  
Non-profit Organization  
011-164NPO  
- Relationship counselling for indiv, couples, families  
- Trauma debriefing  
- Premarital counselling  
**FOR INFO ON SERVICES/ TRAINING:**  
(046) 508 0027  
[famsa@imaginet.co.za](mailto:famsa@imaginet.co.za)

### 5 SERVICES & SALES GUIDE

5120 Building Services

**ARCHITECTURAL PLANS**  
GET IN TOUCH for personalised, professional, affordable building plans.  
082 939 81 31  
[kathy@yourplans.co.za](mailto:kathy@yourplans.co.za)  
[www.yourplans.co](http://www.yourplans.co)

### 5510 Kennels and Pets



**Retreat 2 Eden**  
E: info@retreat2eden.co.za  
C: 072 966 7692 (Johann)  
072 388 9054 (Lynne)  
**Facebook:**  
Retreat 2 Eden  
We are a non-profit who assist in the healing of abused and hurting animals and people. We are based on a small farm outside Port Alfred.

**Follow Us on Social Media**

Talk of the Town  
@talkofthetownec  
talk\_of\_the\_town\_ndlambe  
[www.talkofthetown.co.za](http://www.talkofthetown.co.za)

**CALL US ON 046 624 4356**  
if your business is about to celebrate special event / anniversary.  
Call now and find out more about our advertising features.  
**Talk of the Town**  
29 Miles Street, Port Alfred



**NDLAMBE MUNICIPALITY**



Ndlambe Municipality  
Corporate Services

25 NOV 2025

**RECEIVED**

**LAND USE APPLICATION FORM**

**PART A: TYPE(S) OF APPLICATION**

TICK	APPLICATION TYPE	FEE AS PER FEE LIST
✓	Rezoning	R 10 729.68
	Consolidation	R
	Requirements for amendment, suspension or removal of restrictive conditions or obsolete Condition, servitude or reservation registered against title of land	R
✓	Departure Application: Permanent or Temporary Departure (for Land Use Change)	R 8 583.74
	Departure Relaxation Building Line	R
	Departure for Relaxation of Development Parameters (Height and/or Coverage)	R
	Consent use in terms of the Land Use Scheme	R
	Extension for validity of an approval	R
✓	Subdivision into 15 portions	R 10 729.68
	Road closure or Closure of Public Open Space	R
✓	Approval of Architectural Design Manual, Homeowners Constitution, Site Development Plan	R 4 637.49
	Amendment of Conditions of Approval	R
	Cancellation/Amendment of General Plan	R
	Other	R
<b>TOTAL ON FEES PAYABLE</b>		<b>R 34 680.59</b>

**INSTRUCTIONS:**

- Do not convert or edit the land use application form.
- Confirm the applicable fees with the Town Planning Office before proceeding, and do not make any payment without consent from the Town Planning Office.
- Initial the bottom of each page and sign the Declaration on Page 11.

Applicant's Initials: \_\_\_\_\_

## **PART B: GENERAL INSTRUCTIONS**

(These instructions should be read before completing the form)

### **1. GENERAL REMARKS**

- 1.1. All applications should take cognizance of the requirements for the change of land use in terms of the Environment Conservation Act of 1997.
- 1.2. Incorrect and incomplete applications will be returned to the Applicant. The Applicant's attention is drawn to the plans and other documentation that must accompany their application as per the Schedules in the Ndlambe Municipality Spatial Planning and Land Use Management By-law (2016).
- 1.3. Applicants must note that until such time that an application has been approved in writing, any correspondence or discussions pertaining to this application must not be regarded as an indication that it will in fact be approved and do not bind the Ndlambe Municipality, in any way.
- 1.4. The Ndlambe Municipality reserves the right to have an approval declared null and void if it was based on wrong information supplied by an applicant. Applicants must therefore ensure that information about restricting factors that could influence the application is provided.
- 1.5. Applicants may supply any additional information, on a particular issue, if they want to and when required to.

### **2. PRIOR LIAISON WITH OTHER INTERESTED PARTIES**

- 2.1. Prior Liaison with interested bodies including National and Provincial Departments, is strongly recommended, as the processing of applications will be expedited in this way. Where an applicant submits proof that an interested party is satisfied with a proposal, it will not be necessary to again approach such interested party for comments.
- 2.2. A list of the different authorities and other interested parties affected by the development, together with the names, telephone numbers and addresses of contact persons may be available from the Local Authority.

### **3. SUBMISSION OF APPLICATION**

- 3.1. The application must be submitted in duplicate, together with all the required annexes, to the Local Authority in whose area of jurisdiction the land unit is situated. If the land is to be incorporated within the jurisdiction of a Local Authority, the application form must also be submitted to the Local Authority concerned.
- 3.2. Applications can be posted via registered mail or hand delivered to the following address:  

<b>The Municipal Manager Ndlambe Municipality P O Box 13 Port Alfred 6170</b>	<b>Town Planning Office Ndlambe Municipality Causeway Road, Civic Centre Port Alfred 6170</b>
---	---
- 3.3. Lack of information leads to delays and adds to the workload of the Section/Department. It is essential that all applications that are submitted for consideration contain all of the information necessary for the relevant authority to take a rational decision. Ideally applications should indicate the following:



3.3.1. Details in respect of the application

- A Locality sketch showing clearly the details of the application;
- A Description of the site that is to be developed;
- What does the owner intend to do with the land;
- What are the envisaged development parameters (for instance the proposed floor area and coverage);
- What portion of the site is to be developed;
- What is the existing zoning and use of the subject land;
- A copy of the advertisement of the proposal;
- A site development plan.

3.3.2. Details in relation to the existing and proposed development of the land in the vicinity of the subject land

- The existing uses and zonings to be shown on separate map;
- The visual or historical characteristics of the area;
- Topographical and physical features;
- Details of illegal and non-conforming uses.

3.3.3. Details in respect of the planning proposals for the subject area

- what are the existing and proposed conditions applicable to the subject land (servitudes, title deed and/or zoning scheme conditions);
- relevant details contained in Spatial Development Framework, or any other policy proposals for the area.

3.3.4. Motivation

A written motivation for an application should be based on the criteria referred to in the said legislation (SPLUMA), namely;

- Desirability of the proposed utilisation of land and any guidelines issued by the Provincial Minister/MEC regarding desirability of proposed land uses;
- Investigations carried out in terms of other laws that are relevant to the consideration of the application;
- The impact of the proposed land development on municipal engineering services;
- Applicable policies of the Municipality that guide decision making;
- Applicable provisions of the zoning scheme;
- Consideration of the following forward planning documents;
- Integrated development plan, including the municipal spatial development framework; provincial spatial development framework; and
- Policies, principles and planning and development norms and criteria set by the national and provincial government; and
- Land development principles as referred to in Chapter 2 of the Spatial Planning Land Use Management Act, 2013 (Act No.16 of 2013) (SPLUMA).
- When an application is submitted for an amendment, suspension or removal of restrictive conditions the criteria referred to in Section 47 of the Act, should also be considered.

3.3.5 Supporting information and documentation

The following information or documentation may be requested at the discretion of the Municipality and can include the following;

- Copy of Traffic Impact Statement (TIS - if between 50 – 150 peak hr trips) or Traffic Impact Assessment (TIA - if > 150 peak hr trips);
- Floodline determination (report / plan);
- Copy of the Environmental Impact Assessment (EIA) / Heritage Impact Assessment (HIA) report;
- Confirmation of submission of EIA / HIA; or Copy of the Environmental Authorisation (EA) / Record of Decision (ROD);



- Services report or indication of all municipal services / registered servitudes;
- Typical unit types (plan & elevation);
- Abutting neighbour consent(s);
- Body Corporate / Home Owners Association (HOA) consent;
- Home Owners Constitution / architectural guidelines;
- Copy of original approval and conditions of approval;
- Minutes of pre-application consultation meeting;
- Confirmation from the Department of Rural Development and Land Reform regarding land claim(s) / restitution claim(s);
- Proof of lawful use right;
- Additional copies of selected documentation;
- Additional motivation; and
- Any other specialist studies, etc.

**PART C: INFORMATION TO BE COMPLETED BY THE APPLICANT**

**NOTE:** Complete this form using BLOCK letters and ticking the appropriate boxes

**PART C.1: APPLICANT DETAILS**

First name(s)	Johan
Surname	van der Westhuysen
Company name <i>(If applicable)</i>	Urban Dynamics EC
Street or Postal Address	117 Cape Road Mill Park Gqeberha 6001
Email Address	johan@udec.co.za / info@udec.co.za
Contact Number	083 321 2299

**PART C.2: REGISTERED LANDOWNER(S) DETAILS *(If different from applicant)***

Registered owner(s) Name	The Barking Fish 0 Pty Ltd
Street or Postal Address	42 Kenton Road Kenton on Sea 6190
E-mail Address	johan@udec.co.za / info@udec.co.za
Contact Number	083 321 2299

Applicant's Initials: 

**PART D: PROPERTY DETAILS**

<b>NOTE: Property details must be in accordance with title deed</b>					
Erf No	3485	Suburb/Town/Area	Kenton on Sea		
Farm No		Portion (if applicable)			
Physical or Street Address	42 Kenton Road, Kenton on Sea, 6190				
Current Zoning	Residential Zone 1				
Proposed Zoning	Residential Zone 2 / Open Space Zone 2 / Transport Zone 2				
Additional Rights or Consent Uses Approved	N/A				
Current activities	Vacant				
Are any departures applicable to the land unit?	No				
Is there any building or other development on the land unit? If so, what are the nature and condition of these improvements?	No				
Is the site/property being used in accordance with its present zoning? If not, how is the land being utilised?	No, vacant				
Property Size/ Extent (m <sup>2</sup> / ha - as per Title Deed	2.0746 ha				
Title Deed Number					
Any additional/relevant information in regard to the property	No				
Any restrictions to Conveyance's Certificate?	Y	<input checked="" type="checkbox"/>	If yes, list condition(s) in motivation report.		
Are the restrictive conditions in favour of a third party?	Y	<input checked="" type="checkbox"/>	If yes, list the party(ies) in motivation report.		
Is the property owned by Council?	Y	<input checked="" type="checkbox"/>	If yes, <u>attach a power of attorney</u> signed by the Municipal Manager or delegated authority.		
Is the application triggered by the National Heritage Resources Act, 1999 (Act 25 of 1999)	Y	<input checked="" type="checkbox"/>	If yes, indicate which section are triggered in motivation report and attach relevant permit.		
Is the property or building located within the historical core or contains any heritage significant features?	Y	<input checked="" type="checkbox"/>	Is the building older than 60 years?	N/A	Y N
Does the property fall inside the urban edge in terms of the SDF?	<input checked="" type="checkbox"/>	N	Does the property fall within the service edge in terms of SDF?	<input checked="" type="checkbox"/>	N
Is the property encumbered with a bond	Y	<input checked="" type="checkbox"/>	If yes, is bond/mortgage holders consent attached	N/A	Y N
Any existing unauthorized buildings and/or land use on the subject property(ies)?	Y	<input checked="" type="checkbox"/>	If yes, is this application to legalise the building / land use?	N/A	Y N
<b>NOTE: A contravention penalty may be imposed.</b>					
Are there any pending court case(s) / order(s) relating to the subject property(ies)?	Y	<input checked="" type="checkbox"/>	Are there any land claim(s) registered on the subject property(ies)?	Y	<input checked="" type="checkbox"/>

Applicant's Initials:



**PART E: DETAILS OF THE APPLICATION**

1. Describe the proposed development in detail (A separate motivational report MUST be added):

- \* Subdivision : Erf 3485 into 15 portions
- \* Rezoning from Residential Zone 1 to :
  - Residential Zone 2 (portions 1-12)
  - Open Space Zone 2 (portions 13-14)
  - Transport Zone 2 & Open Space Zone 2 (portion 15)
- \* Departure : Minimum Private Street Width
- \* Approval of Architectural Design Manual, Homeowners Constitution, Site Development Plan

Refer to Paragraph 5 of the application Motivational Report

2. Does the proposed development involve the entire land unit? If not, indicate the position and size of the portion of the land unit that is not included in the proposed development and for what purpose it is, or will be used:

Yes

3. Is a departure being applied for in order for a temporary change of use on the land unit?

If so, explain why rezoning is not being considered and supply reasons for the proposed period of the departure:

No, Permanent Departure from Minimum Private Street Width from 7 m to 5 m (reserve) and 4 m (paved road width)

4. Departure (for an alteration of the conditions in respect of a particular zone) in terms of Section 76(1) of the Ndlambe Municipality Spatial Planning and Land Use Management

Bylaw (2016) for a relaxation of the: Permanent Departure from Minimum Private Street Width from 7 m to 5 m (reserve) and 4 m (paved road width)

- i. Lateral (side) building line(s) from ..... m to ..... m; and / or
- ii. Rear building line from ..... m to ..... m; and / or
- iii. Street building line from ..... m to ..... m; and / or
- iv. Coverage factor from ..... % to ..... %; and / or
- v. Building height restriction from ..... m to ..... m; and / or
- vi. Street boundary wall / fence height restriction from ..... m to ..... m;
- vii. Relaxation of parking requirements from.....bays to..... bays
- viii. Other zoning scheme condition(s) (as specified).....

Applicant's Initials:



**5. RESTRICTING FACTORS**

**(a separate report may be added to address the restricting factors)**

5.1 Are there any title deed restrictions, which may have an effect on the application?

If so, furnish details:

.....  
**No**  
.....  
.....

5.2 Is there any portion of the land unit subject to tidal flow or situated under the high water mark?

If so, furnish details:

.....  
**No**  
.....  
.....

5.3 Is any portion of the land unit situated in a flood-plain of a river under the 1 in 50 years flood-line or subject to any floods?

If so, furnish details:

.....  
**No**  
.....  
.....

5.4 Are there any physical restrictions (such as steep slopes, unstable soil formations, swamps etc.) which could affect the development?

If so, furnish details and state how the problem can be solved:

.....  
**No**  
.....  
.....

Are there any other restrictions of which you are aware, but which were not mentioned above?

.....  
**No**  
**Refer to Annexure 10 for EIA Process**  
.....  
.....

Applicant's Initials: 

**PART F: PROVISIONS IN TERMS OF THE RELEVANT PLANNING LEGISLATION POLICIES / GUIDELINES**


Please answer the following questions and provide comments:

QUESTIONS REGARDING PLANNING POLICY CONTEXT	YES	NO	COMMENT
Is any Municipal Integrated Development Plan (IDP)/Spatial Development Framework (SDF) and/or any other Municipal policies/guidelines applicable? If yes, is the proposal in line with the aforementioned documentation/plans?	X		Ndlambe SDF (Paragraph 10 of the Motivational Report)
Any applicable restrictive condition(s) prohibiting the proposal? If yes, is/are the condition(s) in favour of a third party(ies)? List condition numbers and third party(ies)]		X	
Any other Municipal by-law that may be relevant to application? (If yes, specify)		X	Municipality to confirm
Does the proposal fall within the provisions/parameters of the land use scheme?	X		
Are additional applications required to deviate from the land use scheme? (if yes, specify)	X		Permanent Departure from Minimum Private Street Width from 7 m to 5 m (reserve) and 4 m (paved road width)

**PART G: CONSENT / COMMENT REQUIRED FROM OTHER ORGANS OF STATE**

Please answer the following questions and provide comments:

QUESTIONS REGARDING CONSENT / COMMENT REQUIRED	YES	NO	OBTAIN APPROVAL / CONSENT / COMMENT FROM:
Is/was the property(ies) utilised for agricultural purposes?		X	
Will the proposal require approval in terms of Subdivision of Agricultural Land Act, 1970 (Act 70 of 1970)?		X	
Is the property/land situated within 100m from the high-water mark of the sea or tidal river? (NOTE: Please check with the Environmental Compliance Officer of the Municipality)		X	
Will the proposal trigger a listed activity in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (NEMA)?	X		Refer to Annexure 9 : Environmental Authorisation
Have you obtained a determination from DEDEAT, confirming whether the proposal triggers any listed activities in terms of NEMA? If Yes, please attach communication/confirmation from DEDEAT.	X		Refer to Annexure 9 : Environmental Authorisation


Applicant's Initials: 

Will the proposal require authorisation in terms of the National Water Act, 1998 (Act 36 of 1998)?		X	To be confirmed
Will the proposal trigger a listed activity in terms of the National Heritage Resources Act, 1999 (Act 25 of 1999)?		X	
Will the proposal require authorisation in terms of Specific Environmental Management Act(s) (SEMA)? (National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003) (NEM:PAA) / National Environmental Management: Biodiversity Act, 2004 (Act 10 of 2004) (NEM:BA) / National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) (NEM:AQA) / National Environmental Management: Integrated Coastal Management Act, 2008 (Act 24 of 2008) (NEM:ICM) / National Environmental Management: Waste Act, 2008 (Act 59 of 2008) (NEM:WA)		X	Refer to Annexure 9 : Environmental Authorisation
Will the proposal have an impact on any National or Provincial roads?		X	
Will the proposal have an impact on any National or Provincial roads?		X	
Will the proposal trigger a listed activity in terms of the Occupational Health and Safety Act, 1993(Act 85 of 1993): Major Hazard Installations Regulations		X	
Will the proposal affect any land owned by any State-Owned Entity (Telkom, ESKOM, Transnet etc.) and/or servitudes?		X	
Is the property subject to any existing mineral rights?		X	

**PART H: SERVICE REQUIREMENTS**

DOES THE PROPOSAL REQUIRE THE FOLLOWING INFRASTRUCTURE / SERVICES?	YES	NO	COMMENT
Electricity supply	X		Refer to Paragraph 12 of the Motivation Report for Engineering Services, and Annexures 11 - 13
Water supply	X		Refer to Paragraph 12 of the Motivation Report for Engineering Services, and Annexures 11 - 13
Sewerage and wastewater	X		Refer to Paragraph 12 of the Motivation Report for Engineering Services, and Annexures 11 - 13
Storm water	X		Refer to Paragraph 12 of the Motivation Report for Engineering Services, and Annexures 11 - 13
Road network	X		Refer to Paragraph 12 of the Motivation Report for Engineering Services, and Annexures 11 - 13
Other, services. Please specify			

**NOTE: Provide more detailed information in the motivation report.**

Applicant's Initials: 

**PART I: DOCUMENTS TO BE SUBMITTED AS PART OF THE APPLICATION**

Please indicate if the following Annexures are attached

ANNEXURE	YES	NO	NOT APPLICABLE
<b>COMPULSORY INFORMATION REQUIRED</b>			
Power of Attorney / Owner's consent if applicant is not owner (if applicable)	✓		
Company resolution/Minutes if property is registered under a company or entity	✓		
Resolution or other proof that applicant is authorised to act on behalf of a juristic person	✓		
Full Copy of Signed Title Deed	✓		
Bondholder's consent			✓
Locality map	✓		
Zoning map	✓		
Land-use map	✓		
Site Development Plan/ Site Layout	✓		
S.G / Erf Diagram	✓		
Motivation report	✓		
Written motivation pertaining to the desirability and impact of the application	✓		
Proof of payment	✓		
<b>MINIMUM AND ADDITIONAL REQUIREMENTS</b>			
Neighbours consent			✓
Proposed subdivision plan	✓		
Proposed consolidation plan			✓
Conveyancer's certificate	✓		
Flood-line certificate			✓
Services Report or indication of all municipal services / registered servitudes	✓		
Environmental Authorisation (EA) / Record of Decision (ROD)	✓		
Heritage Impact Assessment (HIA)			✓
Traffic Impact Assessment (TIA)			✓
Traffic Impact Statement (TIS)			✓
Major Hazard Impact Assessment (MHIA)			✓
Home Owners Association Consent			✓
Any other annexures, give details: ..... ..... ..... .....			

If any of the above questions, answers are no, give reasons:

.....

.....

.....

.....

.....

Applicant's Initials: gm



**PART J: DECLARATION BY THE APPLICANT**

I hereby wish to confirm the following:

1. That the information contained in this application form and accompanying documentation is complete and correct.
2. I'm aware that it is an offense in terms of section 111(4)(e) of Ndlambe Municipality Spatial Planning and Land Use Management, By-law, 2016, to provide inaccurate, false or misleading information.
3. I am properly authorized to make this application on behalf of the owner and that a copy of the relevant power of attorney or consent is attached hereto.
4. Where an agent is appointed to submit this application on the owner's behalf, it is accepted that correspondence from and notifications by the Municipality in terms of the by-law will be sent only to the agent and that the owner will regularly consult with the agent in this regard.
5. I confirm that the relevant title deed(s) have been read and that there are no restrictive title deed restrictions, which impact on this application, or alternatively an application for removal/suspension or amendment forms part of this submission.
6. I confirm that I have made known all information relating to possible Land / Restitution Claims against the application property.
7. It is the owner's responsibility to ensure that approval is not sought for a building or land use which will conflict with any applicable law.
8. The Municipality assesses an application on the information submitted and declarations made by the owner or on his behalf on the basis that it accepts the information so submitted and declarations so made to be correct, true, and accurate.
9. Approval granted by the Municipality on information or declarations that are incorrect, false, or misleading may be liable to be declared invalid and set aside which may render any building or development pursuant thereto illegal.
10. The Municipality will not be liable to the owner for any economic loss suffered in consequence of approval granted on incorrect, false, or misleading information or declarations being set aside.
11. Information and declarations include any information submitted or declarations made on behalf of the owner by a Competent Person/professional person including such information submitted or declarations made as to his or her qualification as a Competent person and/or registration as a professional.
12. A person who provides any information or certificate required in terms of Regulation A19 of the National Building Regulations and Building Standards Act No 103 of 1977 which he or she knows to be incomplete or false shall be guilty of an offence and shall be prosecuted accordingly.
13. A person who supplies particulars, information, or answers in a land use application in terms of the Ndlambe Municipality Spatial Planning and Land Use Management By-law, 2016, knowing it to be incorrect, false, or misleading or not believing them to be correct shall be guilty of an offence and shall be prosecuted accordingly.
14. The Municipality will refer a complaint to the professional council or similar body with whom a Competent Person/professional person is registered if it has reason to believe that information submitted, or declaration/s made by such Competent Person/professional person is incorrect, false or misleading.
15. By initialling each page of this form, I confirm that I have read and understood the contents therein, and I declare that all information completed in this form and provided as part of this application is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the rejection of the application or other legal consequences.
16. I am aware that by lodging an application, the information in the application and obtained during the process may be made available to the public, other sector departments or organs of state, as part of processing the application and public participation processes.

Full Name(s)	Johan van der Westhuysen		
Professional Capacity & Registration Number	Professional Town & Regional Planner		
Statutory Body	SACPLAN A/923/1996	Are you In Good Standing with the Statutory Body?	Yes
Applicant's Signature		Date	20/11/2025

Applicant's Initials: 

<b>PART K: FOR OFFICE USE ONLY</b>	
<b>APPLICATION RECEIVED AND VERIFIED BY:</b>	
Full Name(s)	ZAMAGCINA DANTILE
Title/Capacity	ASSISTANT TOWN PLANNER
Signature	
Municipal Stamp	

**COMPANY RESOLUTION &  
POWER OF ATTORNEY**

**BARKING FISH (PTY) LTD (REG NO. \_\_\_\_\_ )**

PASSED AT Kenton-on-Sea ON THIS 15 DAY OF April 2025

**RESOLVED THAT:**

1. **JOHAN VAN DER WESTHUYSEN** of the company **URBAN DYNAMICS EC INC TOWN & REGIONAL PLANNERS**, is hereby given Power of Attorney to submit any application(s) in terms of the Spatial Planning & Land Use Management Act (Act 16 of 2013) (SPLUMA) or other applicable legislation and sign the application(s) on behalf of the Company, as may be required to obtain development rights for **REZONING, SUBDIVISION, DEPARTURE, REMOVAL OF RESTRICTIVE TITLE DEED CONDITIONS OR ANY OTHER APPLICATION**, applicable to :
  - **ERF 3485 KENTON ON SEA**
2. In addition, make any other necessary submissions and presentations in relation to the above mentioned matter.

**SIGNATURES:**

1.   
\_\_\_\_\_  
Suzanne Sievwright

2.   
\_\_\_\_\_  
Pollos Purdon

3.   
\_\_\_\_\_  
Clare Louise Lindsay

4.   
\_\_\_\_\_  
Vivienne Anne Holmes

CLARK LAING Inc

136

043 721 1556

LE ROUX VIVIER & ASSOCIATES  
355 BEYERS NAUDE DRIVE  
NORTHCLIFF EXT 4

PREPARED BY ME

CONVEYANCER

LIESL-ANN MONAGHAN

Prepared by me

	Fee Endorsement Amount	Office Fee
Purchase Price/Value	R .....	R 4303,00
Mortgage Capital Amt.	R .....	R .....
ALL OTHER REGISTRATIONS		
Reason For Exemption	Category Exemption.....	Exempt i.to Sect/Reg Act/Proc .....

CONVEYANCER  
CHARLOTTE FRANCOIS MARAIS LE  
ROUX (16128)

# DEED OF TRANSFER

T

BE IT HEREBY MADE KNOWN THAT

appeared before me, REGISTRAR OF DEEDS at KING WILLIAM'S TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

which said Power of Attorney was signed at MORNINGSIDE on 2 SEPTEMBER 2024.

And the appearer declared that his/her said principal had, on 10 April 2024, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**THE BARKING FISH 0 PROPRIETARY LIMITED**  
Registration Number

or its Successors in Title or assigns, in full and free property

ERF 3485 KENTON-ON-SEA,  
IN THE AREA OF NDLAMBE LOCAL MUNICIPALITY,  
DIVISION OF BATHURST,  
PROVINCE OF THE EASTERN CAPE

IN EXTENT 2,0746 (TWO COMMA ZERO SEVEN FOUR SIX) Hectares

FIRST registered and still held by Certificate of Consolidated Title T7488/2021  
with Diagram SG No. 1624/2015 relating thereto

AS REGARDS the whole property -

- A. SUBJECT to the conditions referred to in Deed of Transfer Number T8365/1924CTN, save insofar as these may have since lapsed or been cancelled.
- B. SUBJECT FURTHER to the servitude referred to in the Servitude Endorsement dated 9th September 1929 on Deed of Transfer Number T8365/1924CTN, relating to an Order of Water Court (Water Court District No.10) dated 5th, 6th and 7th December 1927.

WHEREFORE the said Appearer, renouncing all rights and title which the said

heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

**THE BARKING FISH 0 PROPRIETARY LIMITED**  
**Registration Number**

or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R10 000 000,00 (TEN MILLION RAND) excluding VAT in the sum of R1 500 000,00 (ONE MILLION FIVE HUNDRED THOUSAND RAND), total consideration paid by the transferee to the transferor being the amount of R11 500 000,00 (ELEVEN MILLION FIVE HUNDRED THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at KING WILLIAM'S TOWN on 25 SEP 2024

  
\_\_\_\_\_  
q.q.

In my presence

  
\_\_\_\_\_  
REGISTRAR OF DEEDS

P 52

## CONVEYANCER'S CERTIFICATE


I, the undersigned,

**BRIAN HENRY VON DER DECKEN**

a Conveyancer of King William's Town, do certify, from an investigation of the records at the Office of the Registrar of Deeds: Eastern Cape at Qonce, that :

1. **ERF 3485 KENTON-ON-SEA**, Ndlambe Local Municipality, Division of Bathurst, Province of the Eastern Cape, measuring 2,0746 (two comma zero seven four six) hectares was registered in the name of **THE BARKING FISH O PROPRIETARY LIMITED**, Registration Number \_\_\_\_\_ under Deed of Transfer No \_\_\_\_\_
2. There is no Mortgage Bond registered over the above property;
3. There are no title deed conditions that affect the use or development of the property or the subdivision and rezoning of the property for Group Housing purposes or that have to be removed from the title deed.

DATED at QONCE this 6<sup>th</sup> day of JUNE 2025.

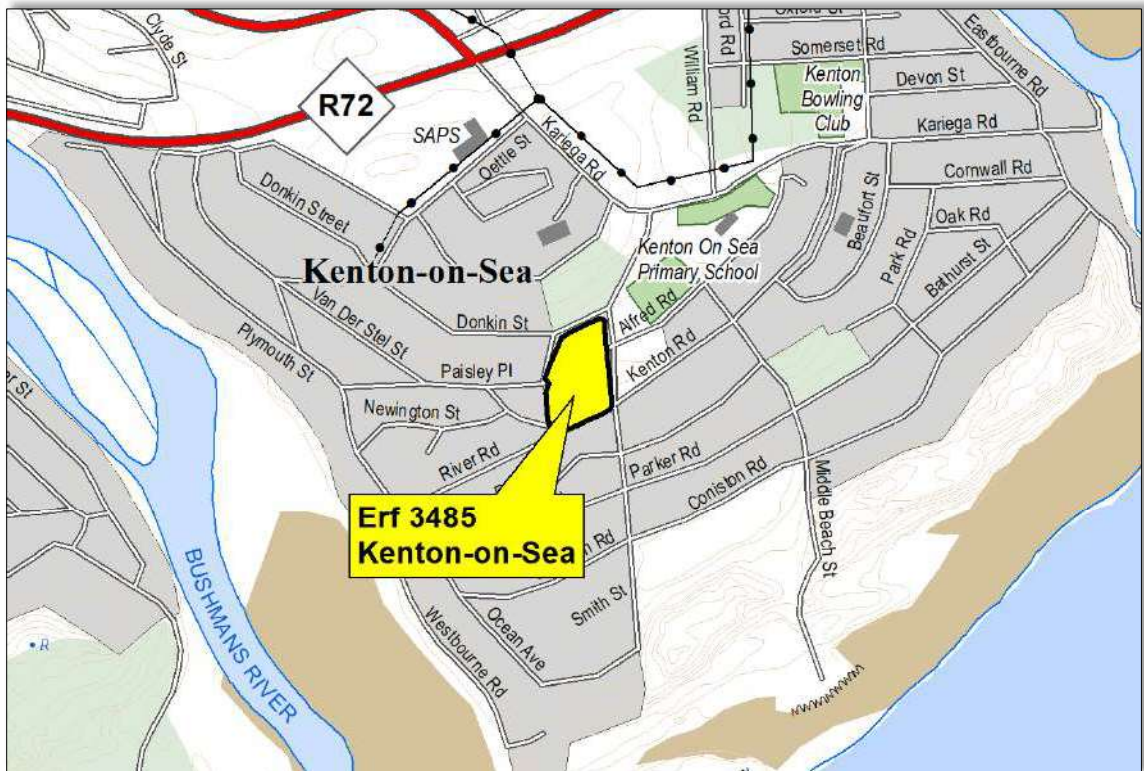
  
\_\_\_\_\_  
**BRIAN HENRY VON DER DECKEN**

B.Proc.LLB / LPCM No 80120  
Smith Tabata Incorporated  
Sutton Square, Queens Road, Qonce

## Erf 3485 Kenton on Sea :

Application for :

- Subdivision : Erf 3485 into 15 portions
- Rezoning from Residential Zone 1 to :
  - Residential Zone 2
  - Private Open Space Zone 2
  - Transport Zone 2
- Departure : Minimum Private Street Width



Report Number : 1761E/07

November 2025 (Revised)

Prepared By :

Johan van der Westhuysen



117 Cape Road, Mill Park, Gqeberha, 6001  
Tel: 083 321 2299 - Email: info@udec.co.za

<b>Report Title :</b>	Erf 3485 Kenton on Sea : Application for : <ul style="list-style-type: none"> <li>• Subdivision : Erf 3485 into 15 portions</li> <li>• Rezoning from Residential Zone 1 to : <ul style="list-style-type: none"> <li>- Residential Zone 2</li> <li>- Private Open Space Zone 2</li> <li>- Transport Zone 2</li> </ul> </li> <li>• Departure : Minimum Private Street Width</li> </ul>
<b>Report Number :</b>	1761E/07
<b>Report Date :</b>	11.2025 (REVISED)
<b>Report Status :</b>	Final

<b>Prepared by</b>	Johan van der Westhuysen
<b>SACPLAN Registration</b>	Pr. Plan A/923/1996
<b>Contact Number</b>	083 321 2299
<b>Email Address</b>	info@udec.co.za johan@udec.co.za
<b>Signed</b>	

**Note :** The data and content contained in this report, annexures and maps are based on information as received and interpreted by Urban Dynamics Eastern Cape from secondary sources, including the Client, Land Owner and Specialist Studies. Although Urban Dynamics Eastern Cape attempts, at all times, to present accurate and reliable information, we make no warranty of any kind, expressed or implied, to the accuracy and reliability of information sourced and obtained from secondary sources.

The data and contents of this report remains the sole propriety and intellectual property of Urban Dynamics Eastern Cape and can only be used for the purposes of the project and evaluation of the application as determined by the relevant legislation.

# Content

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<b>1. The Applicant</b> .....	<b>1</b>
<b>2. Background</b> .....	<b>1</b>
<b>3. Locality, Ownership &amp; Site Description</b> .....	<b>1</b>
<b>4. Existing Zoning &amp; Land Use</b> .....	<b>3</b>
4.1 Existing Zoning .....	3
4.2 Land Use .....	4
<b>5. The Application</b> .....	<b>5</b>
<b>6. Development Concept &amp; Parameters</b> .....	<b>9</b>
<b>7. Design, Approach &amp; Architectural Concept</b> .....	<b>11</b>
<b>8. Guidelines for Decision Making</b> .....	<b>15</b>
<b>9. Spatial Planning &amp; Land Use Management Development Principles</b> .....	<b>16</b>
<b>10. Existing Planning in the Area &amp; Policies</b> .....	<b>18</b>
10.1 Ndlambe Municipality Integrated Development Plan .....	18
10.2 Ndlambe Municipality Spatial Development Framework .....	19
10.3 Ndlambe Municipality Land Use Scheme .....	21
<b>11. Environmental Assessment</b> .....	<b>21</b>
<b>12. Engineering Services</b> .....	<b>22</b>
<b>13. Job Creation &amp; Economic Impact</b> .....	<b>23</b>
<b>14. Public Interest &amp; Participation</b> .....	<b>23</b>
<b>15. Conclusion</b> .....	<b>24</b>

# Maps

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1. Regional Locality
2. Local Locality
3. Aerial View
4. Terrain Characteristics
5. Existing Zonings
6. Subdivision Plan
7. Spatial Layout Plan
8. Site Development Plan

# Annexures

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1. Application Form
2. Power of Attorney
3. Deeds Office Enquiry
4. Title Deed
5. Conveyancing Certificate
6. Cadastral Diagram
7. Zoning Certificate
8. Ndlambe SDF : Kenton on Sea
9. Environmental Authorisation
10. Application for Amendment of Environmental Authorisation (02.2025) (extract)
11. Electricity, Water & Sewerage Confirmation
12. Big Red System Specifications & Management
13. Stormwater Management Plan
14. Permission to Remove / Relocate Plants
15. Architectural Design Guidelines
16. Home Owner's Association Constitution

## 1. The Applicant

Urban Dynamics Eastern Cape (UDEEC) is appointed by the owner of Erf 3485 Kenton on Sea, Ndlambe Municipality (The Barking Fish 0 Pty Ltd), to prepare and submit an application for the Subdivision and Rezoning of the site for Group Housing purposes, including a Gatehouse, Internal Private Access Roads and Infrastructure (including on-site waste water treatment works).

**Refer to Annexure 2 : Power of Attorney**

**Refer to Annexure 3 : Deeds Office Enquiry**

**Refer to Annexure 4 : Title Deed**

## 2. Background

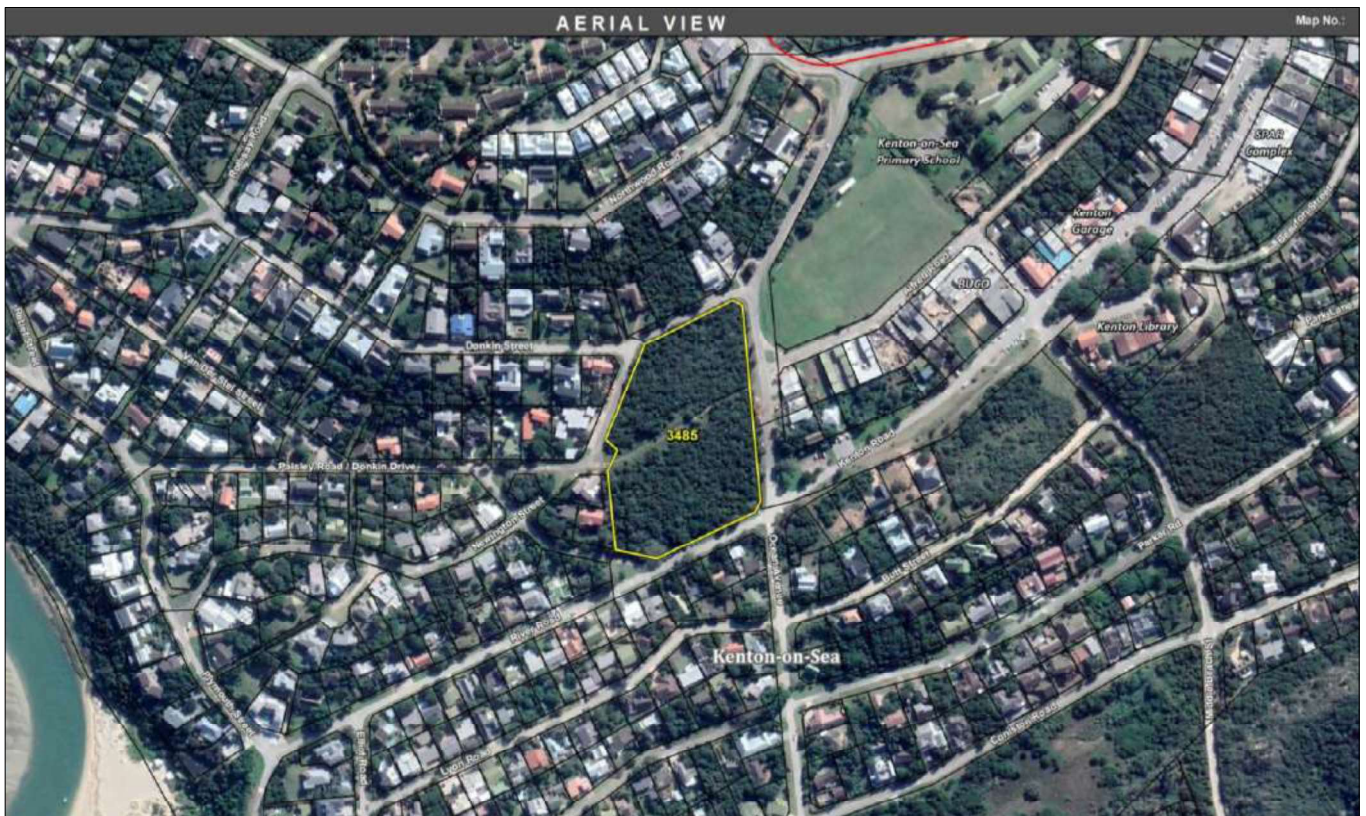
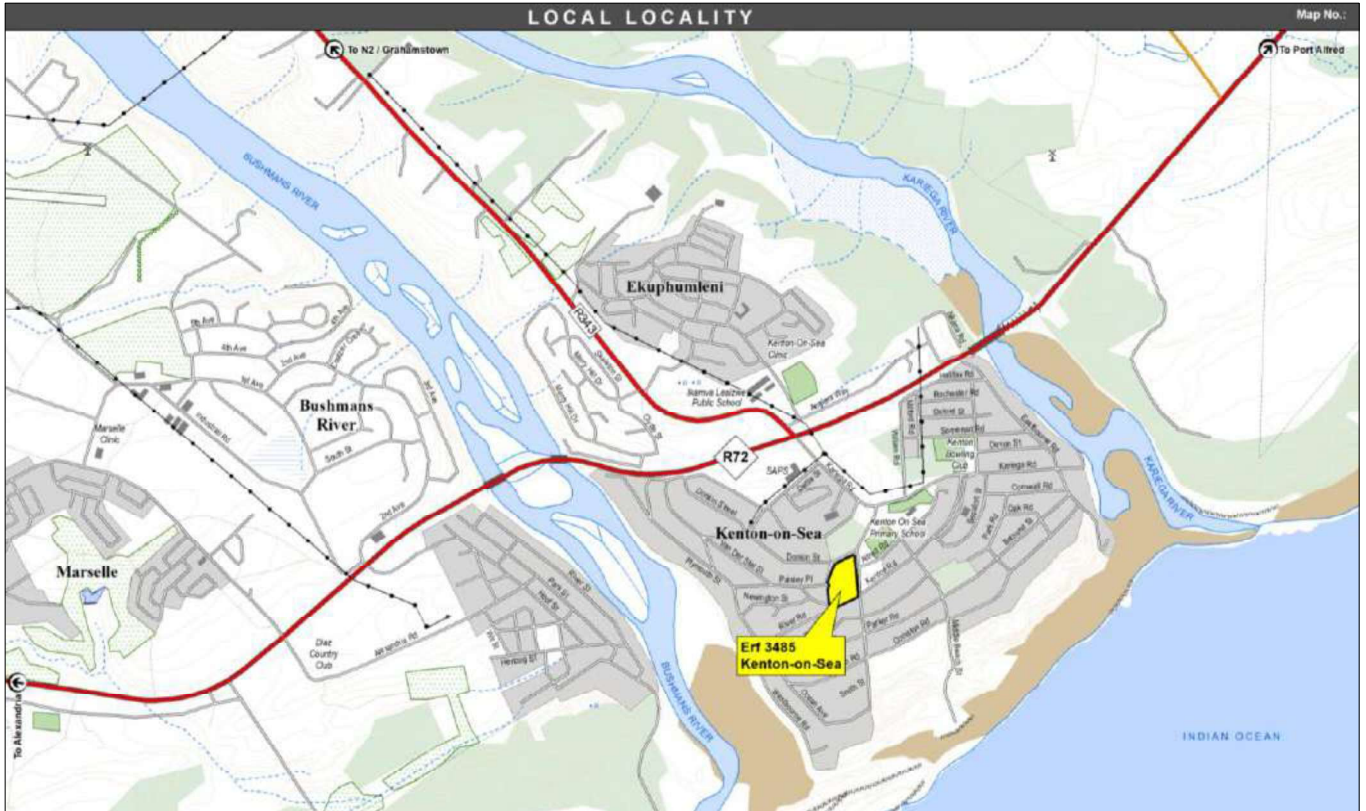
- Erf 3485 Kenton on Sea represents a consolidated property as indicated on Diagram 1624/2015.
- Previously, the land portion comprised of 22 residential sites, roadway and open space. Subsequently, the roadway and open space have been closed and the consolidated property registered as Erf 3485.
- Urban Dynamics EC previously submitted an application for redevelopment of the site for 29 residential units of various site sizes.
- Subsequently, an Environmental Authorisation was issued for the 29 site development proposal, but the land owners opted not to proceed with the SPLUMA application.
- The revised and scaled-down development option was investigated in detail and also environmentally assessed. The Department of Economic Development, Environmental Affairs & Tourism (DEDEAT) issued an Amended Environmental Authorisation on 8 April 2025, comprising of 12 residential units on a revised layout plan.

The subject of this application is to obtain the SPLUMA development rights for the revised development proposal, comprising of 12 erven within a group housing development, internal access roads, open space and internal infrastructure.

**Refer to Annexure 6 : Cadastral Diagram**

## 3. Locality, Ownership & Site Description

The subject property (Erf 3485 Kenton on Sea) is located in Kenton on Sea, within the Ndlambe Local Municipality in the Eastern Cape Province. It borders Donkin Drive to the north, Ocean Drive to the east and River Road to the south, Erica Road to the south-west, residential properties to the west and Newington Road to the north-west.



**Refer to Map 2 : Local Locality**

**Refer to Map 3 : Aerial View**

Property and ownership detail are reflected in the table.

<b>Title Deed</b>	
<b>Owners</b>	The Barking Fish 0 Pty Ltd
<b>Area (ha)</b>	2.0746
<b>Applicable Zoning Scheme</b>	Ndlambe Land Use Scheme
<b>Existing Zoning</b>	Residential Zone 1
<b>Land Use</b>	Vacant

Title Deed is relevant to Erf 3485 Kenton on Sea.

A Conveyancing Certificate confirms that there are no restrictive conditions in the Title Deed that prevents the proposed development and associated infrastructure on the property.

**Refer to Annexure 3 : Deeds Office Enquiry**

**Refer to Annexure 4 : Title Deed**

**Refer to Annexure 5 : Conveyancing Certificate**

## 4. Existing Zoning & Land Use

### 4.1 Existing Zoning

In terms of the Ndlambe Municipality Land Use Scheme and the Ndlambe Municipality Zoning Register, the property is zoned Residential Zone 1, permitting development parameters in the table below :

<b>Zoning</b>	Residential Zone 1
<b>Primary Use</b>	Dwelling Unit
<b>Floor factor</b>	1.0
<b>Coverage</b>	50 %
<b>Height</b>	8.5 m
<b>Street Building Line</b>	5 m
<b>Lateral Building Line</b>	1.5 m
<b>Rear Building Line</b>	3 m
<b>Parking</b>	1 parking bay per dwelling unit

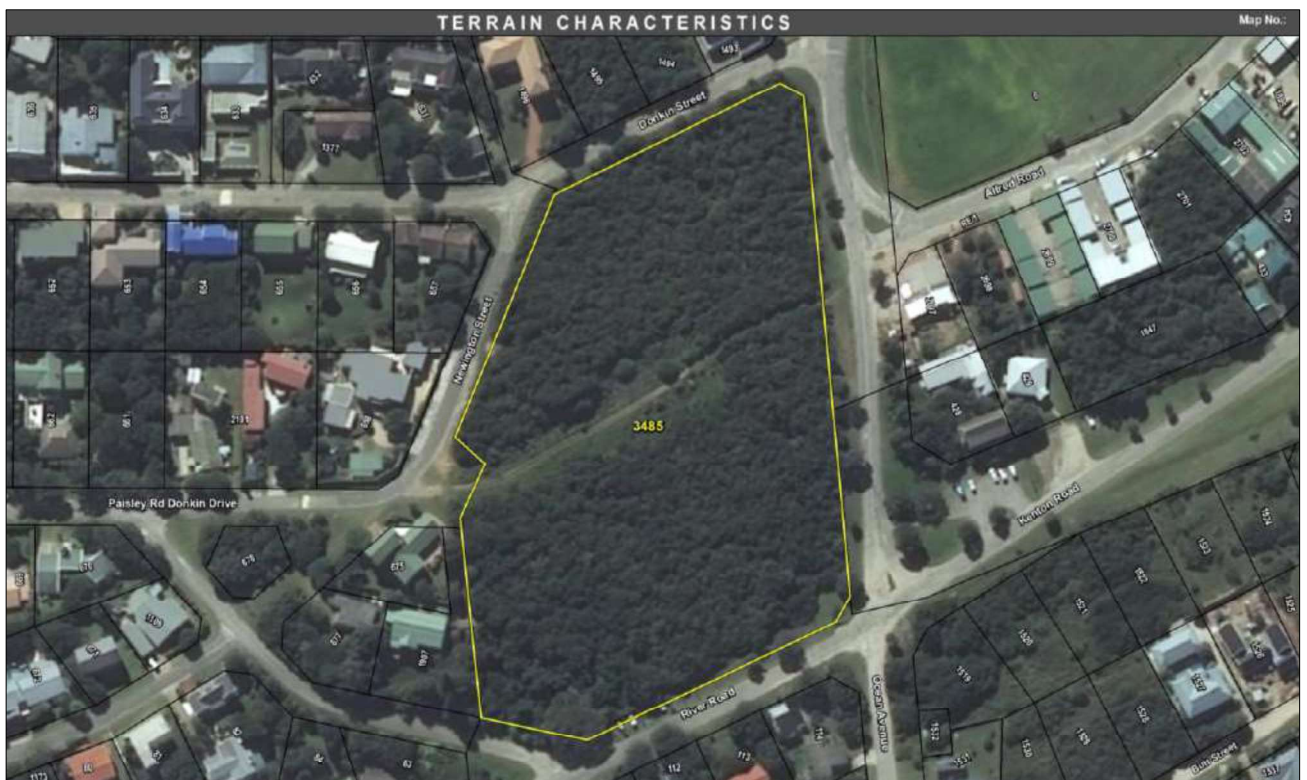
**Refer to Annexure 7 : Zoning Certificate**

**Refer to Map 5 : Existing Zonings**



## 4.2 Land Use

- Erf 3485 Kenton on Sea is 2.0746 ha in extent.
- The property is currently vacant with Kenton on Sea Central Business District (CBD) along Alfred Road and Kenton Road to the east.
- Single residential properties and vacant land to the south, west and north.
- The Kenton on Sea CBD area extends along Kenton Road up to the eastern boundary of Erf 3485.



## 5. The Application

The purpose of this application is to obtain development rights on Erf 3485 Kenton on Sea for the development of a residential estate comprising of 12 residential units, services and a gate house, internal access roads and open space.

### Refer to Annexure 1 : Application Form

This application is based on the Ndlambe Land Use Scheme, Section 33 (1) of the Spatial Planning & Land Use Management Act 2013 (Act 16 of 2013) (SPLUMA) and the Ndlambe Spatial Planning & Land Use Management (SPLUM) By-laws (2016), for :

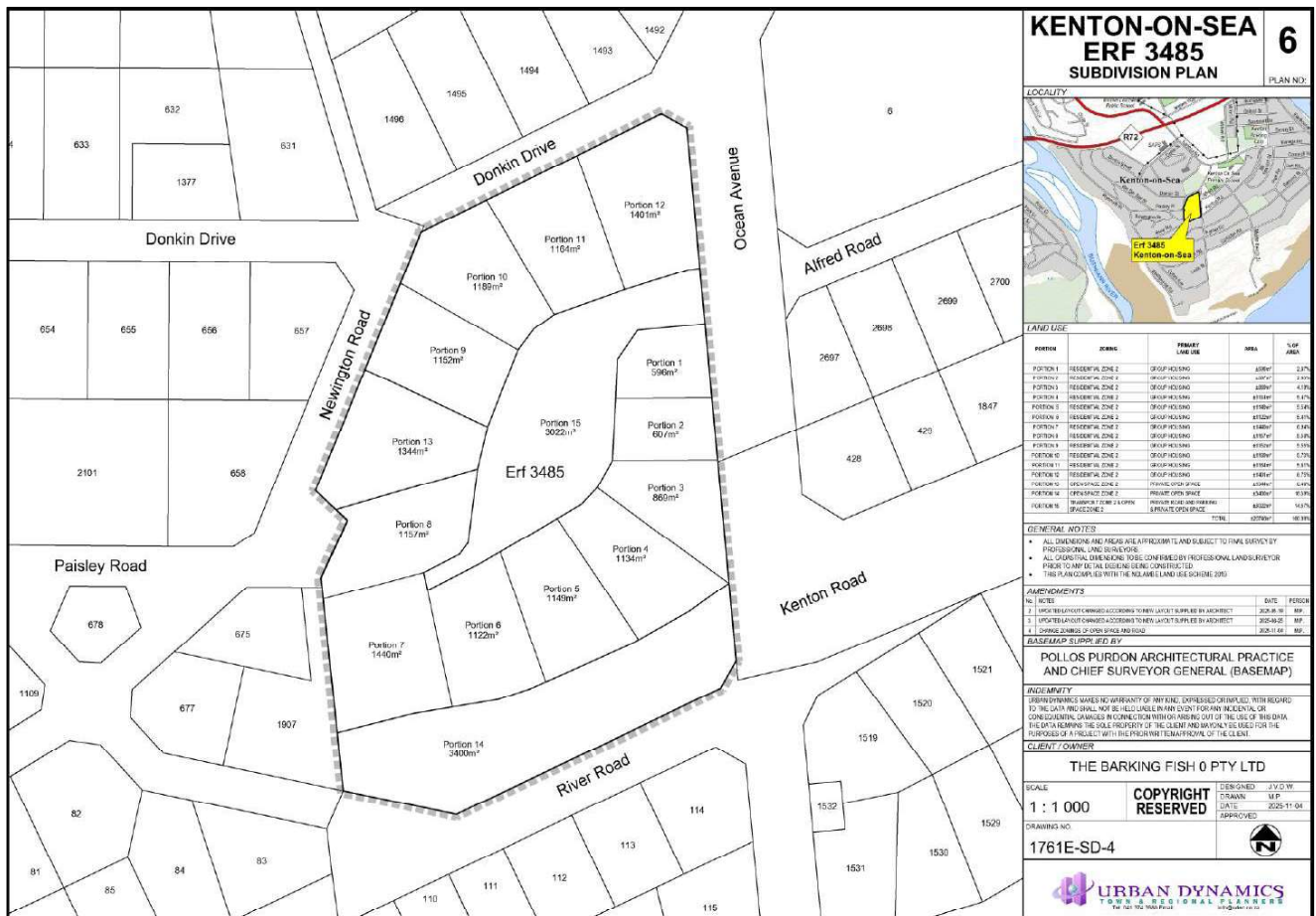
- **Subdivision**  
(Section 59 of the Ndlambe SPLUM By-laws) : Erf 3485 into 15 portions
- **Rezoning**  
(Section 68 of the Ndlambe SPLUM By-laws) : from Residential Zone 1 to :
  - Residential Zone 2 (portions 1-12)
  - Open Space Zone 2 (portions 13-14)
  - Transport Zone 2 & Open Space Zone 2 (portion 15)
- **Departure**  
(Section 27 of the Ndlambe Land Use Scheme and Section 76 of the Ndlambe SPLUM By-laws) : Minimum Private Street Width from 7 m to 5 m (reserve) and 4 m (paved road width)
- **Development Parameters :**

Zoning	Residential Zone 2	Open Space Zone 2	Transport Zone 2 & Open Space Zone 2
Portions	1-12	13-14	15
Primary Use	<b>Group Housing</b> means a group of separate and/or linked dwelling units, designed, planned and built as a harmonious architectural entity and includes support facilities relating to the operation and sustainability of the scheme or building, functional communal open space, gate house, public and/or private roadway, of which every dwelling unit has a ground floor and such dwelling units may be cadastrally subdivided.	<b>Private Open Space</b> means land which is for private use and is used as an open area, park, playground, natural and protected areas, recreation ground or square and can form part of a residential development	<b>Private Roads and Parking</b> means a private land which is reserved exclusively for the parking and movement of vehicles and pedestrians and which is under the control of a private individual or agency or Body Corporate  <b>Private Open Space</b> means land which is for private use and is used as an open area, park, playground, natural and protected areas, recreation ground or square and can form part of a residential development
Support Facilities		• Services & WWTW	• Gatehouse • Services
Density	12 residential units		
Floor Factor	1.0	Site and Development Specific as imposed by the Municipality	
Coverage	70 %		
Height	8.5 m		
Parking	Group Housing : 1 space / dwelling unit		
Street Building Line	1 m		
Lateral & Rear Building Line	1 m		
Common Open Space	40 m <sup>2</sup> / dwelling unit		
Private Outdoor Space	40 % of floor space / dwelling unit		
Minimum Street Width	5 m (private road reserve) 4 m (road surface)		

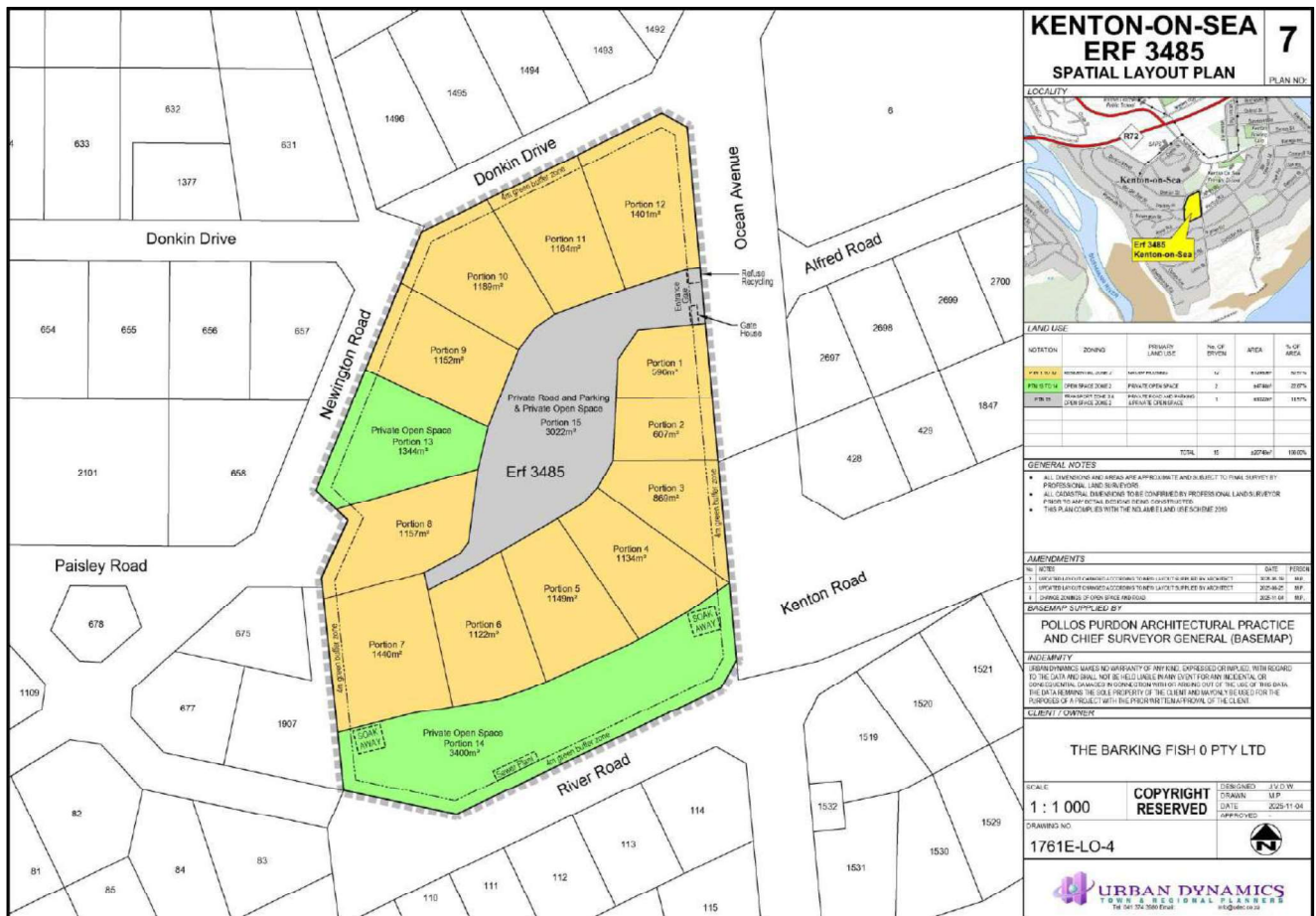
- Support facilities will include Gatehouse, Services and WWTW. These facilities will be accommodated on the Private Open Space and Private Access areas, as indicated on the SDP.
- The application includes a departure from the internal private street reserve width (Section 27 of the Ndlambe Land Use Scheme) from 7 m to 5 m (reserve) and 4 m (paved road width).



Site Development Plan



Subdivision Plan



Spatial Layout Plan

## 6. Development Concept & Parameters

- The development will be a Lifestyle Estate development within a secure environment.
- The development is architecturally designed to have a low visual impact and enhance the urban form and aesthetics of Kenton on Sea.
- The development comprises of :
  - 12 freehold erven, within a group house development
  - Erf sizes between 596 m<sup>2</sup> and 1440 m<sup>2</sup>
  - Unit / house sizes between and up to 230 m<sup>2</sup> and 670 m<sup>2</sup>
  - 2 parking bays per unit
  - Gatehouse internal access roads, on-site waste water treatment works, and private open space, as per the Ndlambe Land Use Scheme Requirements
- Site access includes vehicular and pedestrian access directly off Ocean Drive and pedestrian access from Donkin Drive and Paisley Road in Kenton-on-Sea
- Detailed Services Assessments (Civil and Electrical) confirmed that the development can be serviced.
- Internal access roads and landscape gardens will form part of the development.
- The development is subject to the Environmental Authorisation and conditions of approval from DEDEAT.
- The Environmental Authorisation authorised development footprints and restrictions.
- A green buffer zone will be maintained along the outer boundary and all no-go areas as identified by the specialists and DEDEAT will be retained.
- Roadways will incorporate stormwater management designed by qualified engineers.
- Bulk power supply will be sourced from the municipal supply (Eskom), with an off-grid power augmentation option for prospective homeowners.
- Water supply will be sourced from the bulk municipal supply with additional augmentation from rainwater tanks as well as treated effluent from the wastewater treatment plant, where treated water will primarily be used for irrigation purposes.
- All effluent will be treated on-site using a Big Red Modular Wastewater Treatment Plant incorporating a 4-stage treatment process.
- Erf 3485 is situated on the edge of the Kenton on Sea CBD.
- The Ndlambe SDF indicates the property for residential and CBD expansion.
- The development concept is to provide residential typologies within walking distance of the Kenton on Sea CBD.
- The development parameters, as contained in the Ndlambe Land Use Scheme (Residential Zone 2), will be adhered to and can adequately manage the project implementation.
- The site has a gentle north-south slope with an elevation drop of approximately 16 m.
- The site layout and architectural design maximises terrain features and site characteristics.
- The proposed residential development and design will complement the existing character with a low density of approximately 5.8 units / ha.
- The density parameters are in support and lower than similar developments in Kenton on Sea.
- Departure from the required internal road reserve of 7 m to 5 m (road reserve) and 4 m (paved road width) is based on the proposed one-way circulation and internal design.
- The 5 m road reserve width is more than adequate to manage internal vehicular movement.
- The surfaced roadway will be 4 m wide.



## 7. Design, Approach & Architectural Concept

The design approach and concept by the Architect (Pollos Purdon Architectural Practice) can be summarised as follows :

*"This secure and unique residential estate is centrally located in the heart of Kenton-On-Sea with easy access to both rivers and the many pristine beaches. The unspoiled natural beauty and surroundings are the Estate's most priceless asset. The owners of this virgin piece of land express their intention to prohibit any development that may negatively affect its visual and ecological qualities.*

*This vision will be achieved through careful design, sensitive landscaping and general conservation.*

*The form and nature of all building work within the Estate will determine to what extent the inherent characteristics of the natural area will be affected. Therefore, it is desirable to restrict the scale, height, materials and finishes of all proposed structures encouraging the use of natural colours and materials to minimise visual impact and ecological damage.*

*The orientation and location of each structure are critical to optimising the benefits of Northern exposure, treating outdoor spaces as part of the architectural design and, conversely, indoor spaces as the continuity of the outdoors. The architecture should take advantage of shade and breeze that can be seen in the covered outdoor patio and the orientation of glass gabled roofs over the living areas.*

*The houses should be simplistic in design and defer to one another in between the indigenous qualities of the landscape. This simplicity of form requires excellent detailing and construction quality and thoughtful resolution of the interrelation of forms, materials and spaces.*

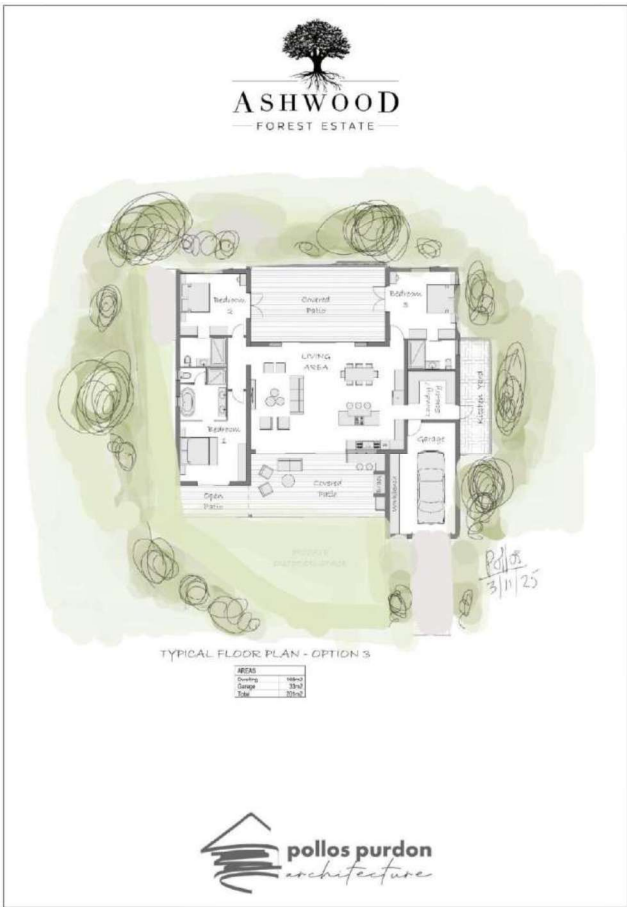
*The architectural goal is a simple elegance that emphasises well- proportioned massing, scale and fenestration with a natural colour palette. This approach should balance the interrelation between the architectural and structural elements of the landscape and context.*

*The aesthetics of the Estate is to be refined through excellence in detailing and execution."*

**Refer to Annexure 15 : Architectural Design Guidelines**

**Refer to Annexure 16 : Home Owner's Association Constitution**







## 8. Guidelines for Decision Making

Decision making by the Ndlambe Municipality should be based, inter alia on legislative guidelines and informants :

- **Sections 7, 22 (1) and 42 (1)** of the Spatial Planning & Land Use Management Act, 2013 (Act 16 of 2013).
- **Sections 53 (1), 53 (4) & 66 (1)** of the Ndlambe Local Municipality Spatial Planning & Land Use Management By-Laws.
- **Schedule 6 & 7** of the Ndlambe Local Municipality Spatial Planning & Land Use Management By-Laws.

Although decision making on land use matters is a holistic and multi-disciplinary process, the above legislated criteria should form the basis for well-informed and sound decision making.

**Section 7** of SPLUMA stipulates :

*The following principles apply to spatial planning, land development and land use management :*

- *The principle of spatial justice*
- *The principle of spatial sustainability*
- *The principle of efficiency*
- *The principle of spatial resilience*
- *The principle of good administration*

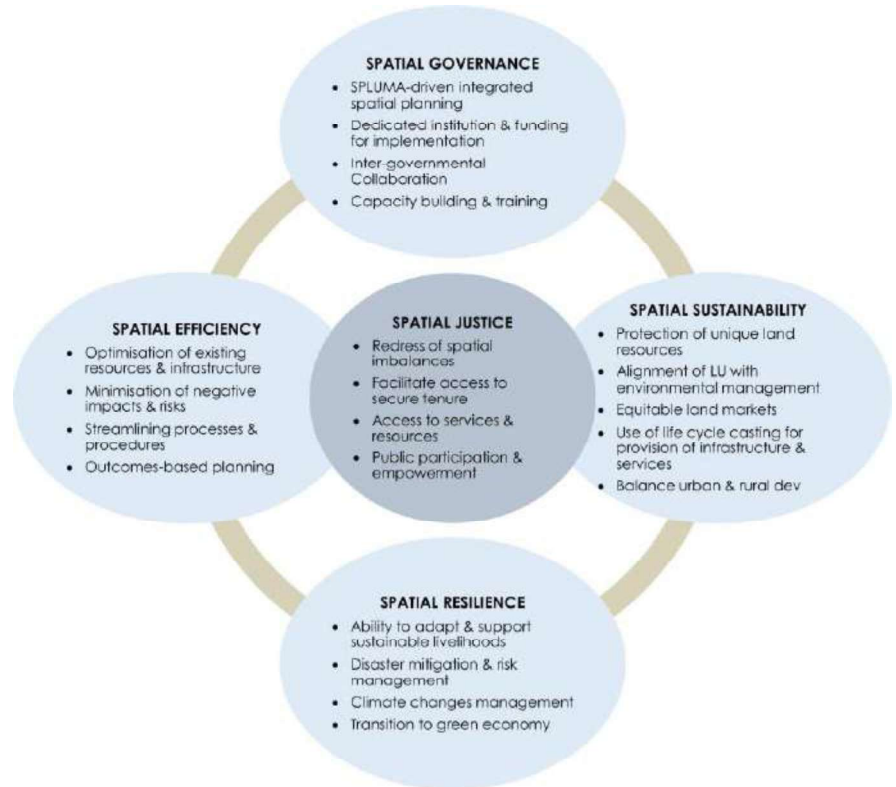
**Section 42 (1)** of SPLUMA stipulates :

*In considering and deciding an application a Municipal Planning Tribunal must –*

- *be guided by the development principles set out in Chapter 2*
- *make a decision which is consistent with norms and standards, measures designed to protect and promote the sustainable use of agricultural land, national and provincial government policies and the municipal spatial development framework*
- *take into account –*
  - *the public interest*
  - *the constitutional transformation imperatives and the related duties of the State*
  - *the facts and circumstances relevant to the application*
  - *the respective rights and obligations of all those affected*
  - *the state and impact of engineering services, social infrastructure and open space requirements*
  - *any factors that may be prescribed, including timeframes for making decisions*

## 9. Spatial Planning & Land Use Management Development Principles

In terms of the provisions of Section 6 and Section 7 of the Spatial Planning & Land Use Management Act, the general principles set out in Chapter 2 apply to all organs of state and other authorities responsible for the implementation of legislation regulating the use and development of land.



The following Development Principles are applicable to spatial planning, land development and land use management and have been addressed accordingly :

### ▣ The Principle of Spatial Justice

- The property is located directly adjacent to existing businesses and retail area of Kenton on Sea.
- Erf 3485 is demarcated in the Spatial Development Framework (SDF) for residential and mixed use purposes.
- The Sustainable Communities' Guidelines promote the principles of mixed use developments by achieving walkable, sustainable community units. This further implies that areas of work, play and living should be within reach of each other within a vibrant urban community.
- A range of housing typologies are provided, i.e. 2 to 6 bedroom units.
- Services, waste water treatment works and gate house are part of the estate support facilities and will not be accessible for the general public.
- Tenure will be freehold for all residential units managed by a Home Owners Association.

#### ▣ **The Principle of Spatial Sustainability**

- The development of the consolidated property will complement the existing residential component, supporting existing similar developments and at the same time strengthen the sustainability of Kenton on Sea as a residential and tourism destination.
- The proposed development, situated adjacent to a business area and in close proximity to a residential area, supports the principles of multi-use developments and bringing places of work and social activity closer to each other.
- Ensure economic sustainability and viability.
- A relatively low density of approximately 5.8 units / ha supports the overall character of Kenton on Sea.
- The previous approved layout plan comprised of 22 residential sites and this is a drastic decrease in density.
- The current proposal is significantly scaled-down from the previously approval.

#### ▣ **The Principle of Efficiency**

- Engineering infrastructure solutions are available for water, sewerage and electricity.
- The proposed businesses will support and strengthen the exiting land uses, creating more compact development, reducing urban sprawl.
- The proposed development supports the sustainability of nodes and supports the principles of nodal development.
- The development will create various employment opportunities and other economic benefits such as :
  - Contribute to the municipal rate base
  - Increase property value and development levies
  - Support the principles of development in the Kenton on Sea area.

#### ▣ **The Principle of Spatial Resilience**

- The proposed development of the consolidated property will make more effective use of existing infrastructure and space.
- The proposed development will strengthen the CBD.
- Minimal impact on the surrounding area.
- Development of this site has obtained an Environmental Authorisation (EA).
- The provision of housing options in Kenton on Sea will strengthen the tourist and growth opportunities in the town.

#### ▣ **The Principle of Good Administration**

- Prior to implementation, all relevant legislative approval will be obtained to ensure legislative compliance.
- The application for rezoning, subdivision and departure supports the principles of the relevant policies, guidelines and Spatial Development Framework.
- Process and procedures as per the Ndlambe SPLUMA By-laws are to be followed.
- Application will be advertised as per the Ndlambe Local Municipality Spatial Planning and Land Use Management By-Laws.

## 10. Existing Planning in the Area & Policies

Any development proposal should support Local Policies and Guidelines for development and implementation. These specifically refer to the development principles of SPLUMA, the Ndlambe Integrated Development Plan and the Ndlambe Spatial Development Framework.

### 10.1 Ndlambe Municipality Integrated Development Plan

The objective of the Ndlambe Integrated Development Plan is to provide a guideline and framework for developmental Local Government, identify objectives and strategies for growth implementation and stimulation and facilitate development within the Greater Ndlambe area. The Integrated Development Plan is prepared in terms of the Municipal Systems Act and outlines a 5 year programme for growth and development.

The IDP vision for the Ndlambe Municipality confirmed their commitment to development and economic growth.

*NDLAMBE MUNICIPALITY strives to be a premier place to work, play and stat, on the eastern coast of South Africa. It strives to be the destination of choice for people who love natural and cultural heritage, adventure water sports and laid-back living for families.*

*Our promise is to build a state-of-the-art physical infrastructure which will be laid out aesthetically in our beautiful natural environment. Our prosperous community supports a safe and healthy lifestyle which is supported by affordable natural living and a vibrant tourism and agriculturally based economy!*

*We promote good governance by providing sustainable, efficient, cost effective, adequate and affordable services to all our citizens.*

The municipal strategic goals and objectives are :

Strategic Goal	Objective
<b>Goal 1 :</b> A premier place to work and do business	<ul style="list-style-type: none"> <li>• Improve the efficient running of and the governance of the Municipality</li> <li>• Develop state-of-the-art physical infrastructure</li> <li>• Develop a vibrant, rapidly growing, employment generating agri-based economy</li> <li>• Develop a vibrant, rapidly growing, employment generating tourism economy, including the heritage economy</li> <li>• Develop a vibrant, rapidly growing, employment generating oceans economy</li> </ul>
<b>Goal 2 :</b> Destination of choice for living	<ul style="list-style-type: none"> <li>• Improve financial viability of the municipality</li> <li>• Provide sustainable, efficient, cost effective, adequate and affordable services to all our citizens</li> <li>• Create a safe and secure living environment</li> <li>• Position the municipality as a learning hub of excellence</li> </ul>
<b>Goal 3 :</b> Tourist destination of choice for people who love natural and cultural heritage, and adventure water sports	<ul style="list-style-type: none"> <li>• Preserve the natural beautiful environment</li> <li>• Develop and support adventure and extreme water sports</li> <li>• Develop cultural heritage economy</li> </ul>

The proposed development supports the principles of the Integrated Development Plan and strives towards support for local economic development in the Ndlambe region and supporting job creation, with emphasis on sustainable development, expansion of the municipal rate base and support for local economic development and growth.

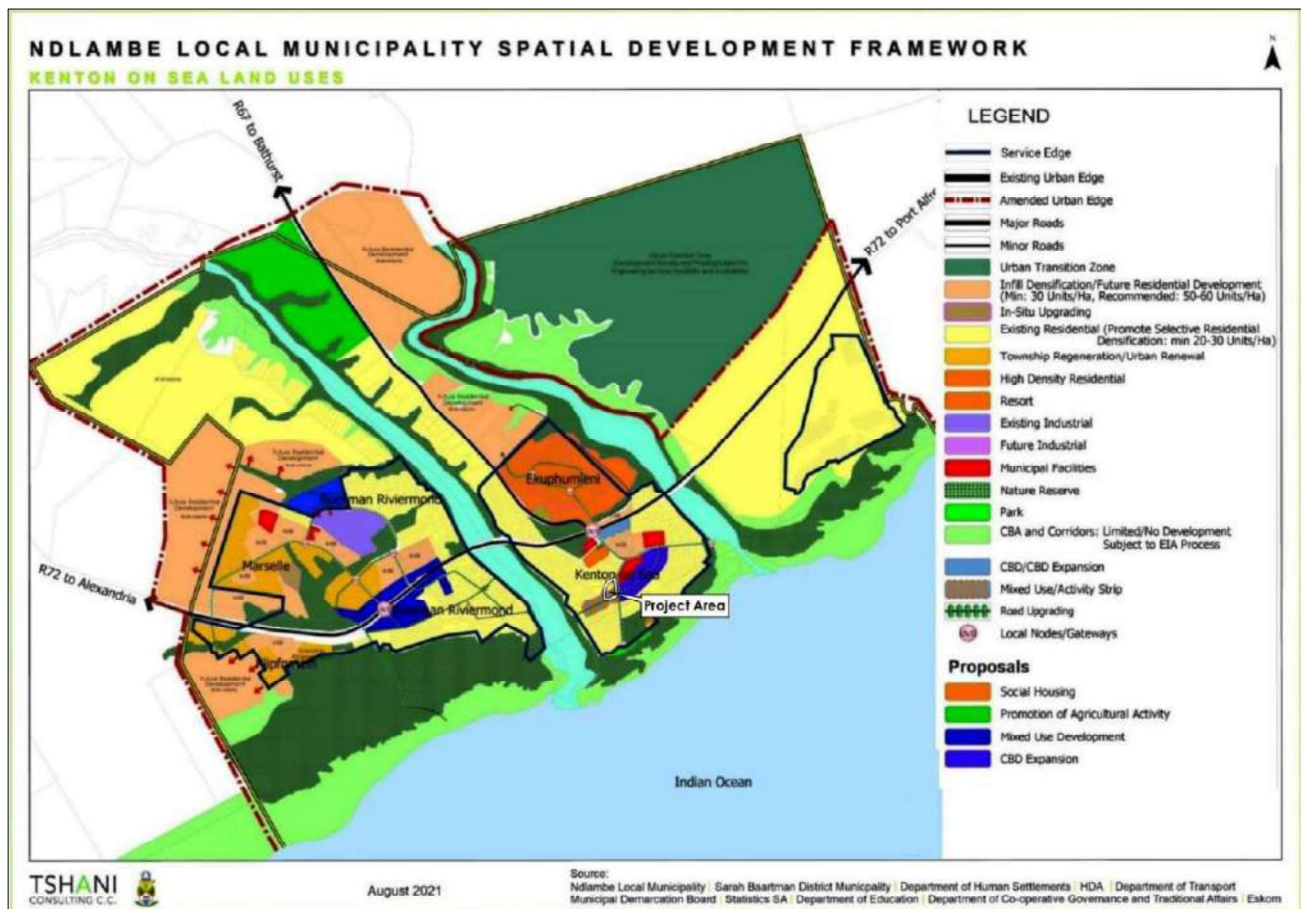
## 10.2 Ndlambe Municipality Spatial Development Framework

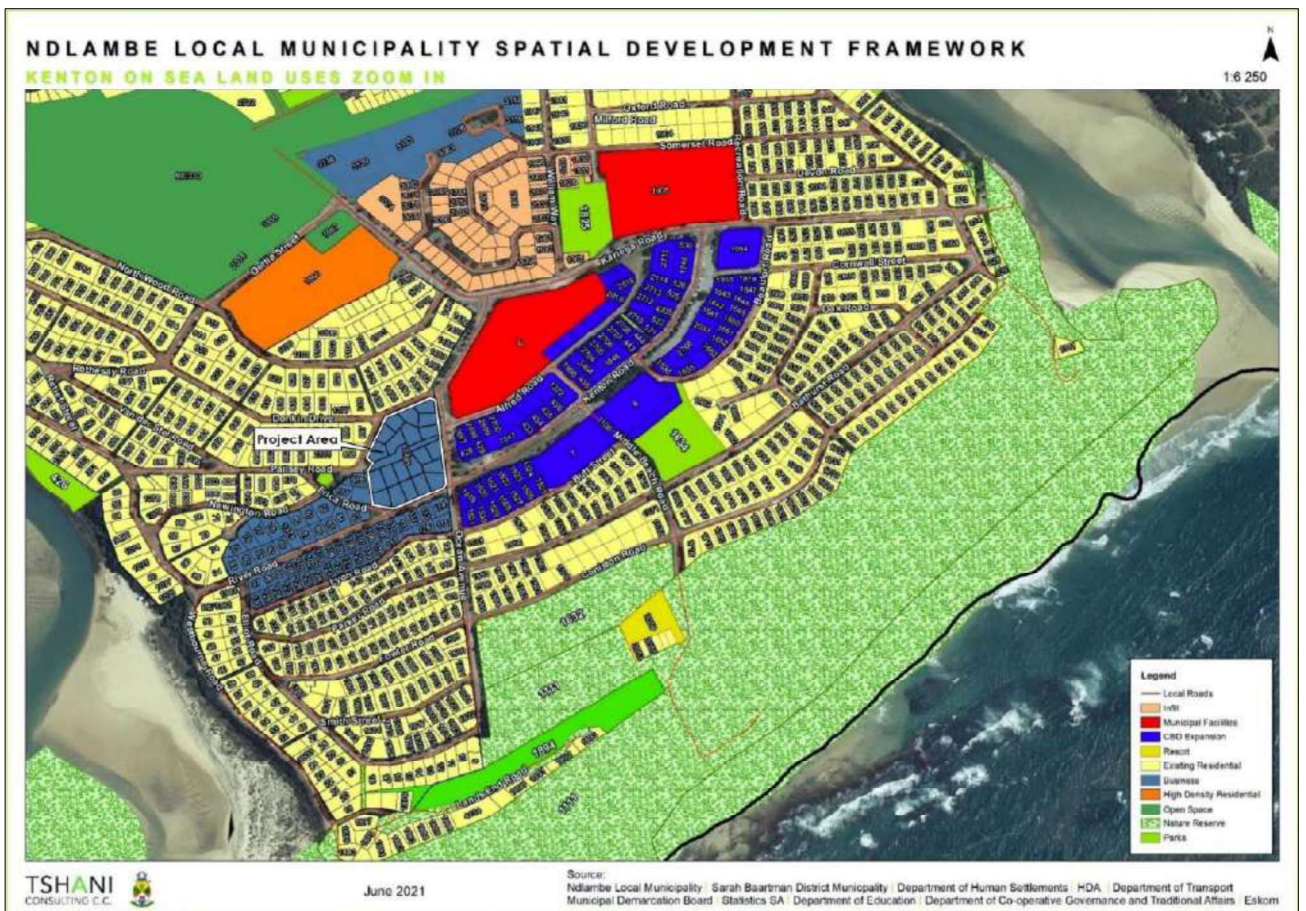
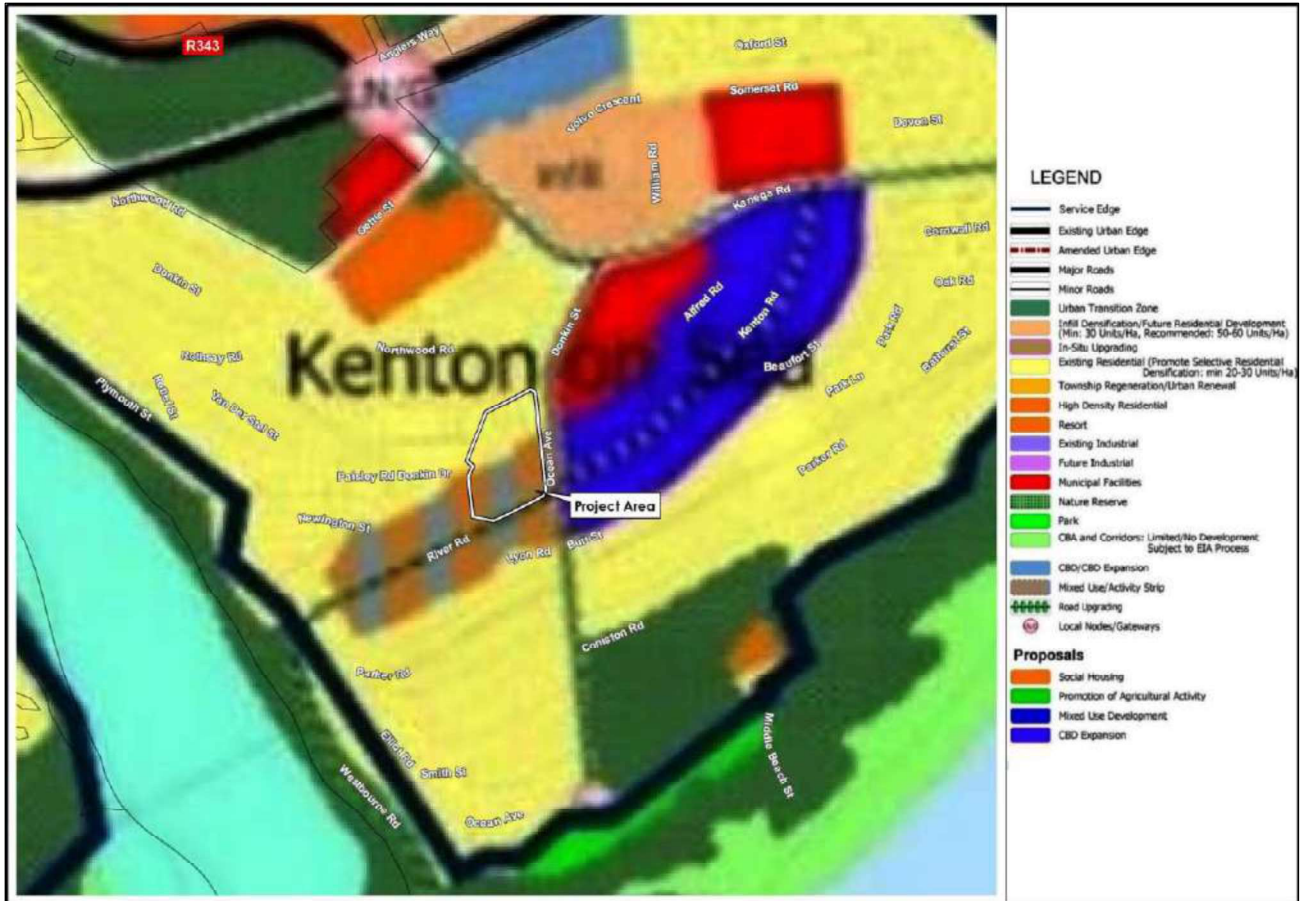
The Spatial Development Framework for Ndlambe Municipality guides land use and development and ensures that future public or private development is implemented in line with the vision and development objectives and strategies of the municipality as set out in the IDP. It therefore acts as a planning and land use management tool to assist the Local Authority to make informed decisions on a day to day basis and on strategic issues regarding the land use options, timing and phasing of development in the area.

The Ndlambe Municipality Spatial Development Framework's key objectives are :

- Give effect to the development principles contained in Chapter 2, Section 7 of SPLUMA
- Spatial representation of a five-year spatial development plan for the spatial form of the municipality
- Include a longer term spatial development vision statement for the municipal area which indicates a desired spatial growth and development pattern
- Identify current and future significant structuring and restructuring elements, including development corridors, activity spines and economic nodes where public and private investment will be prioritised and facilitated

Section 42 of SPLUMA requires the Municipality to take decisions that are consistent with the Spatial Development Framework (SDF).





#### ▣ **SDF Proposals for Kenton on Sea and Erf 3485**

- The SDF for Kenton on Sea indicates the area between Donkin Street, Ocean Avenue, Lyon Road and Newington Street for business and CBD expansion purposes (mixed use).
- The area north and south of River Road is indicated for High Intensity (Business) and Mixed Use.
- Residential densities close to the CBD is proposed.
- The property borders onto and is part of the CBD expansion footprint.
- The proposed development density is approximately 5.8 units / ha.
- The proposed land use (Medium Density Residential) supports the SDF vision for Kenton on Sea.
- The site falls within the urban edge.

The development proposal is therefore consistent with the Ndlambe SDF as contemplated in Section 42 of SPLUMA.

### **10.3 Ndlambe Municipality Land Use Scheme**

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Land use and land use parameters applicable to the subject sites are managed through the Ndlambe Municipality Land Use Scheme. Development parameters and future land use management on the consolidated site can be adequately managed through the provisions and guidelines as contained in the Land Use Scheme (2019).

The Ndlambe Municipality adopted specific land use management by-laws in terms of SPLUMA, enhancing the Municipality's capacity and capability to manage and support land use functions within the area and adequately manage land use.

The application includes a departure from the private street width (Section 27 of the Ndlambe Land Use Scheme) from 7 m to 5 m.

## **11. Environmental Assessment**

On 7 April 2017, and in terms of the National Environmental Management Act, 1998 (Act 107 of 1998), as amended (NEMA), the EIA regulations, 2014 were published in Government Gazette 40772 and came into effect on 7 April 2017. Government Notice R 982, 983, 984 and 985 lists activities that require Basic Assessment or Full Scoping and Environmental Impact Assessment.

Government Notice R377 (Listing Notice 1), Activity 27 states that the clearance of an area of 1 hectare or more, but less than 20 hectares of indigenous vegetation requires a Basic Assessment Application in terms of NEMA.

The Department of Economic Development, Environmental Affairs & Tourism (DEDEAT) assessed an Environmental Impact Assessment for 22 units in 2023 and issued a positive Environmental Authorisation.

The development concept was reassessed and a scaled-down development comprising of 12 residential sites was adopted as the appropriate way forward. Habitat Link Consulting (HLC) subsequently submitted an amendment of the original Environmental Authorisation and DEDEAT approved the amended application on 8 April 2025.

**Refer to Annexure 9 : Environmental Authorisation**

**Refer to Annexure 14 : Permission to Remove / Relocate Plants**

Key amendments to the original Environmental Authorisation include the reduction of units from 29 to 13.

The Basic Environmental Impact Assessment evaluated the potential direct and indirect impacts for :

▣ **Direct Impact**

- *Vegetation clearing*
- *Spread of Exotic and Invasive species*
- *Increased concentration of Stormwater discharge*
- *Habitat loss*
- *Increase in traffic and congestion*
- *Visual impact*
- *Loss of topsoil*
- *Noise pollution*
- *Dust pollution*
- *Health and safety*
- *Employment opportunities*
- *Waste generation*

▣ **Indirect Impact**

- *Biodiversity impacts*
- *Contamination of topsoil*
- *Contamination of groundwater*
- *Socio economic*

These impacts were assessed for construction and operational phases of the project.

**Refer to Annexure 10 : Application for Amendment of Environmental Authorisation (02.2025) (extract)**

The Environmental Authorisation includes conditions to mitigate possible impacts and ensure compliance through implementation. The Environmental Authorisation includes sections relevant to :

- *Activities and regulations for which authorisation has been granted*
- *Duration of authorisation*
- *Standard conditions and declarations*
- *Project specific conditions in relation to the design and construction phase*
- *Conditions specific to the ongoing operation and management of the development*
- *Information considered in making the decision*
- *Key factors considered in making the decision*

## **12. Engineering Services**

Service Assessments and consultation with the Ndlambe Municipality confirmed that services can be provided.

**Refer to Annexure 11 : Electricity, Water & Sewerage Confirmation**

**Refer to Annexure 12 : Big Red System Specifications & Management**

**Refer to Annexure 13 : Stormwater Management Plan**

▣ **Roads & Access**

*The class 5 roads provide sufficient access to the property. The additional generated trips are low (34 trips < 50 trips) and are mainly light vehicles, the impact on the existing road network is therefore low and should not require a Traffic Impact Assessment.*

#### ▣ **Water Reticulation**

The existing water network can accommodate the proposed development, the main supply along Ocean Drive is the preferred connection point as this is where the access gate to the development will be. Ndlambe Municipality confirmed water availability.

#### ▣ **Sewer Network & Treatment**

As there is no existing sewer infrastructure in place, an on-site package plant will need to be constructed to accommodate the sewer run-off. The preferred option is a Big Red Modular Wastewater Treatment Plant.

#### ▣ **Sewerage**

Struct SA confirmed that a Big Red System will be adequate to deal with sewer effluent (15kL / day) treatment on-site.

Refer to Annexure 12 for system specifications, maintenance and backup service.

#### ▣ **Stormwater Network**

The existing stormwater infrastructure is mainly overland flow conditions, along River Road and Paisley Road. A detailed Stormwater Management Plan was prepared to ensure adequate stormwater management.

#### ▣ **Electricity**

Eskom confirmed availability through acceptance of quote for a new 100 kVA connection.

### **13. Job Creation & Economic Impact**

It is anticipated that a number of short term construction and downstream jobs will be created during the implementation of services and construction. Longer term and more permanent opportunities will be for general operation and maintenance.

Tourist destinations, game farms and nature reserves in close proximity to Kenton on Sea confirm the significant contribution to the economy, tourism and job creation within the district.

The development on the consolidated property not only provides employment opportunities but will also:

- Contribute to the municipal rate base.
- Provide economic stability and promote economic sustainability.
- Support the principles of development in Kenton on Sea in accordance with the Ndlambe SDF for Kenton on Sea.

### **14. Public Interest & Participation**

Public participation with respect to the application for Rezoning, Consent Use and Removal of Restrictive Title Conditions should be conducted by the Ndlambe Municipality through the normal procedures as outlined in the relevant Land Use Management Legislation. Urban Dynamics EC, as the applicant, will assist the Ndlambe Municipality with the process and in the unlikely event of any objections received, Urban Dynamics EC and the professional team will respond to any comments received by the Municipality.

As part of the public participation process, the application should be advertised through the relevant media and referred to possible interested and affected parties, as identified by the Ndlambe Municipality.

## 15. Conclusion

The application to obtain the required land use rights for medium density residential purposes on Erf 3485 Kenton on Sea has been motivated through Paragraphs 1-14 of this report, including annexures, maps and diagrams. The applicant, Urban Dynamics EC, concludes that the development proposal will fulfil the requirements and principles of the Spatial Planning and Land Use Management Act and supporting policies and principles applicable to the area. This enables the Ndlambe Municipality to take a well informed decision and grant the required development rights.

To conclude, the following highlights the desirability and compliance of the development proposal:

- The development is in line with guidelines and policy of the Ndlambe Municipality SDF and supports the SDF vision.
- The application is consistent with the principles of the SDF and earmarked for residential purposes and CBD expansion in terms of the SDF.
- The development supports the principles of SPLUMA insofar as it seeks more compact urban areas and the utilization of existing infrastructure.
- The property is situated within the urban edge and adjacent to the CBD of Kenton on Sea.
- The proposed development will be situated within walking distance from the surrounding businesses and residential neighbourhoods, strengthening the sustainability of the urban fabric in the town.
- It supports the principles of sustainability, reduce urban sprawl and improve accessibility of work and living environments.
- Engineering services can be made available.
- The development obtained a positive Environmental Authorisation.
- The density (12 residential units) is very low at 5.8 units / ha.
- The density and character is compatible with the surrounding urban fabric.

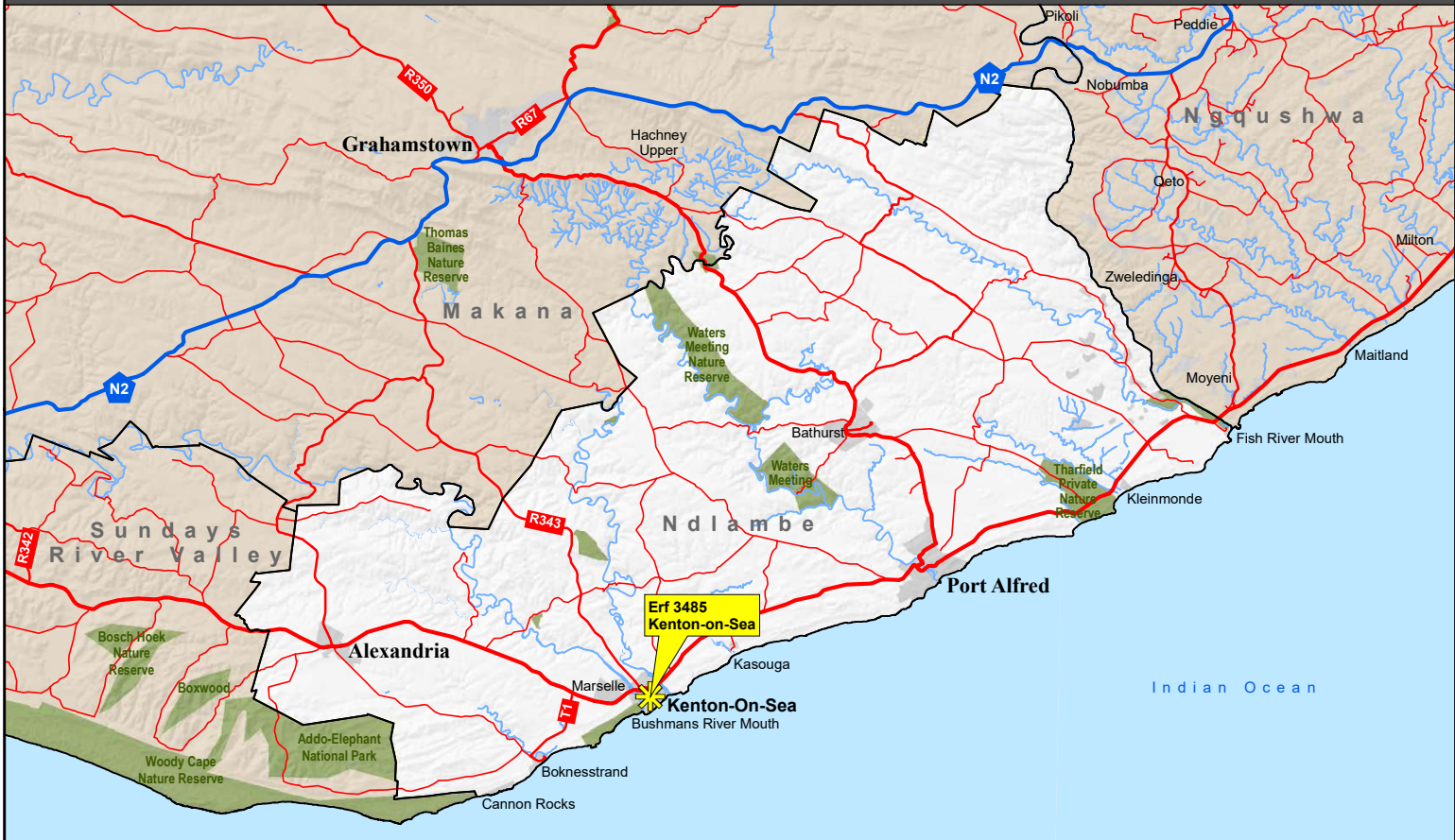
It is therefore recommended, from a planning point of view, that this application should be supported as it will have a positive impact on development in the area.



# ERF 3485, KENTON-ON-SEA

1

## REGIONAL LOCALITY

Map No.:



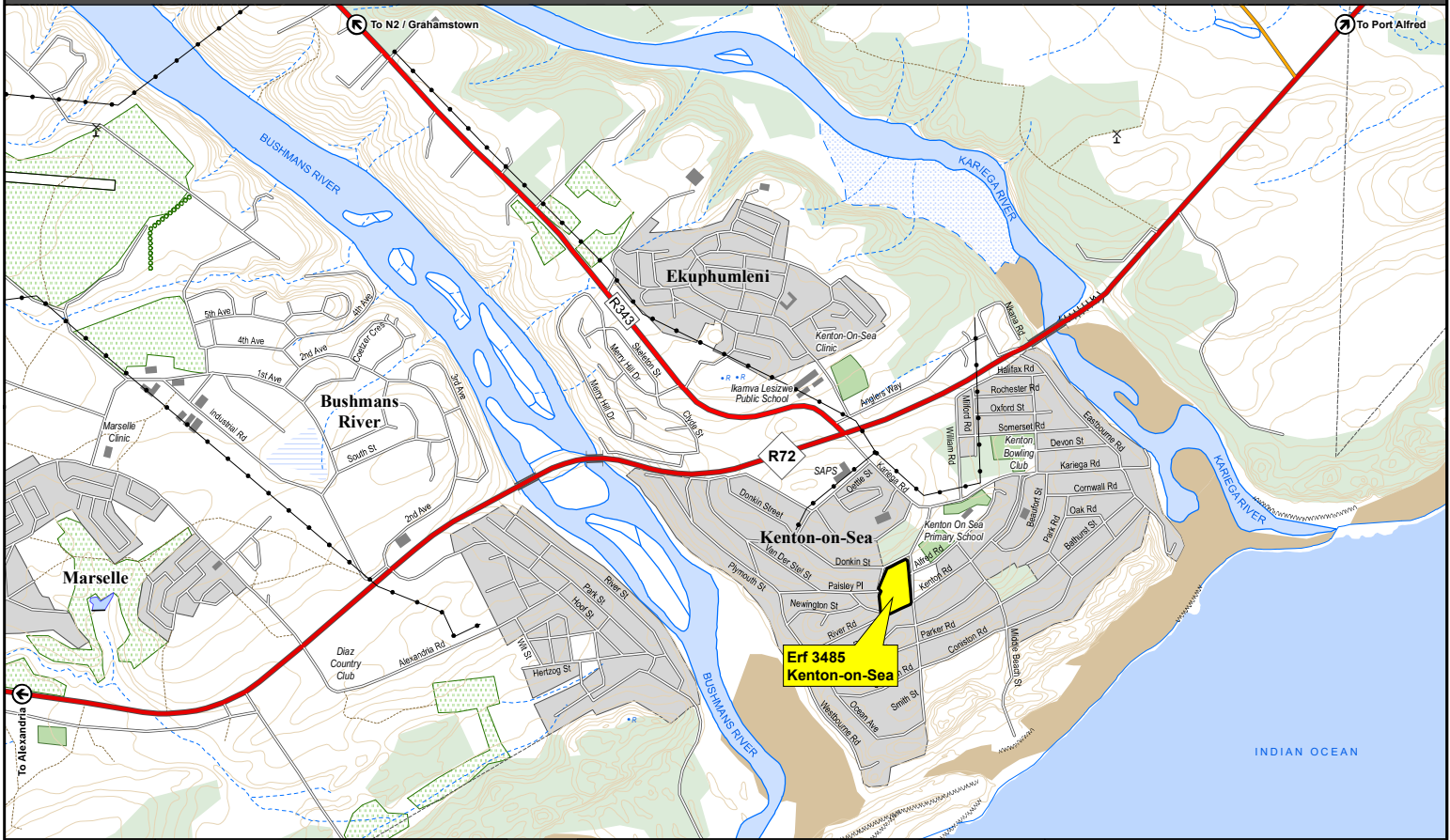
Date: <b>10/2021</b>	Map Reference: <b>1761E/RL</b>	0 2,5 5 10 Kilometers	 <small>Urban Dynamics makes no warranty of any kind, expressed or implied, with regard to the data and shall not be held liable in any event for any incidental or consequential damages in connection with or arising out of the use of this data. The data remains the sole property of the client and may only be used for the purposes of a project with the prior written approval of the client.</small>	<b>COPYRIGHT RESERVED</b>	 <b>URBAN DYNAMICS</b> TOWN & REGIONAL PLANNERS Tel: 041 374 3980 Fax: 041 374 3984 Email: info@udec.co.za
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# ERF 3485, KENTON-ON-SEA

2

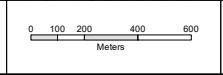
## LOCAL LOCALITY

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Date:  
**10/2021**

Map Reference:  
**1761E/LL**



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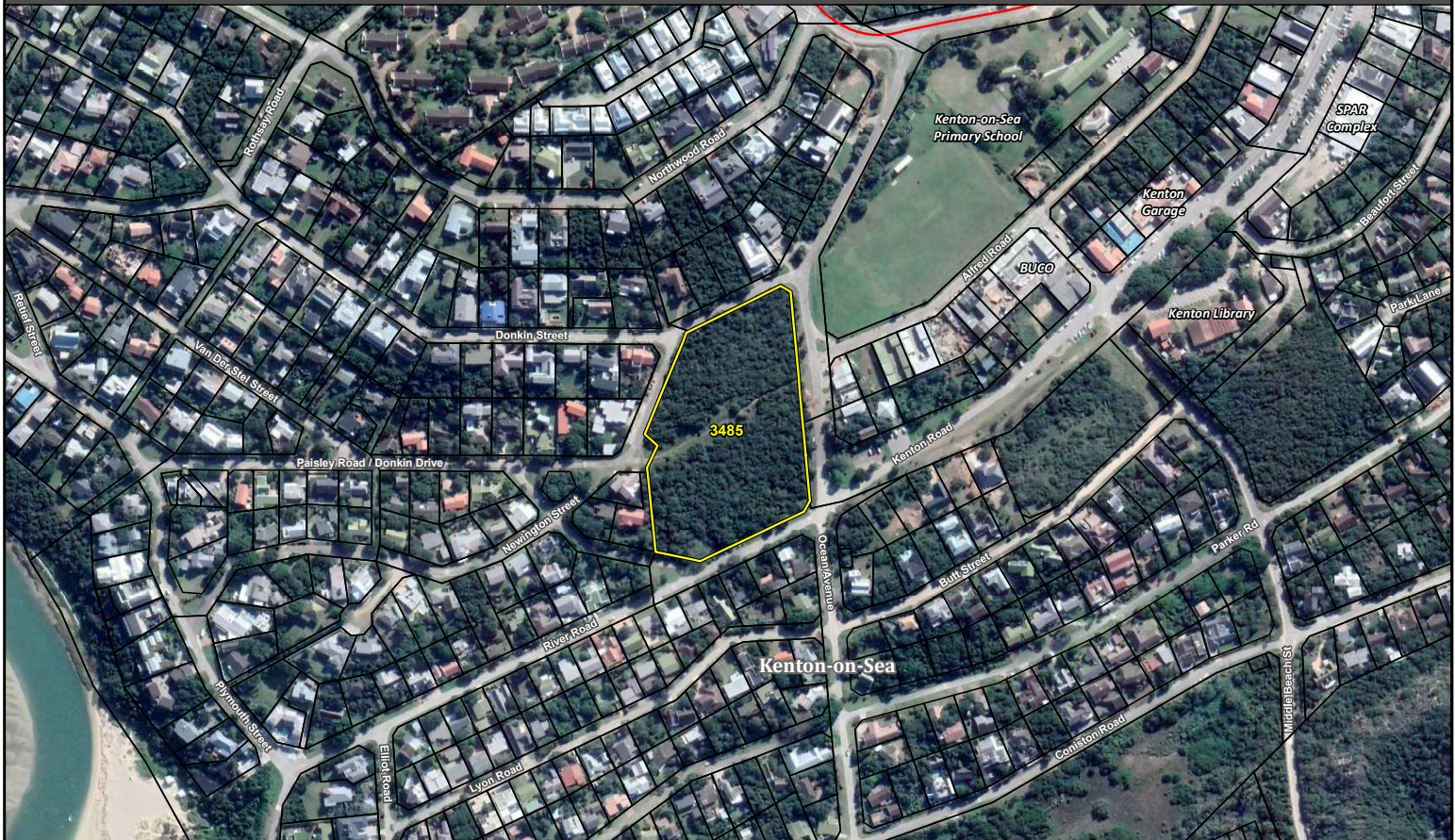
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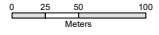


# ERF 3485, KENTON-ON-SEA

3

## AERIAL VIEW

Map No.:



Date: <b>10/2021</b>	Map Reference: <b>1761E/AV</b>	 Meters	 <small>Urban Dynamics makes no warranty of any kind, expressed or implied, with regard to the data and shall not be held liable in any event for any incidental or consequential damages in connection with or arising out of the use of this data. The data remains the sole property of the client and may only be used for the purposes of a project with the prior written approval of the client.</small>	<b>COPYRIGHT RESERVED</b>	 <b>URBAN DYNAMICS</b> TOWN & REGIONAL PLANNERS Tel: 041 374 3980 Fax: 041 374 3984 Email: info@udc.co.za
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# ERF 3485, KENTON-ON-SEA

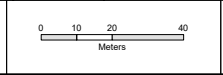
## TERRAIN CHARACTERISTICS

Map No.:



Date: **10/2021**

Map Reference: **1761E/TC**



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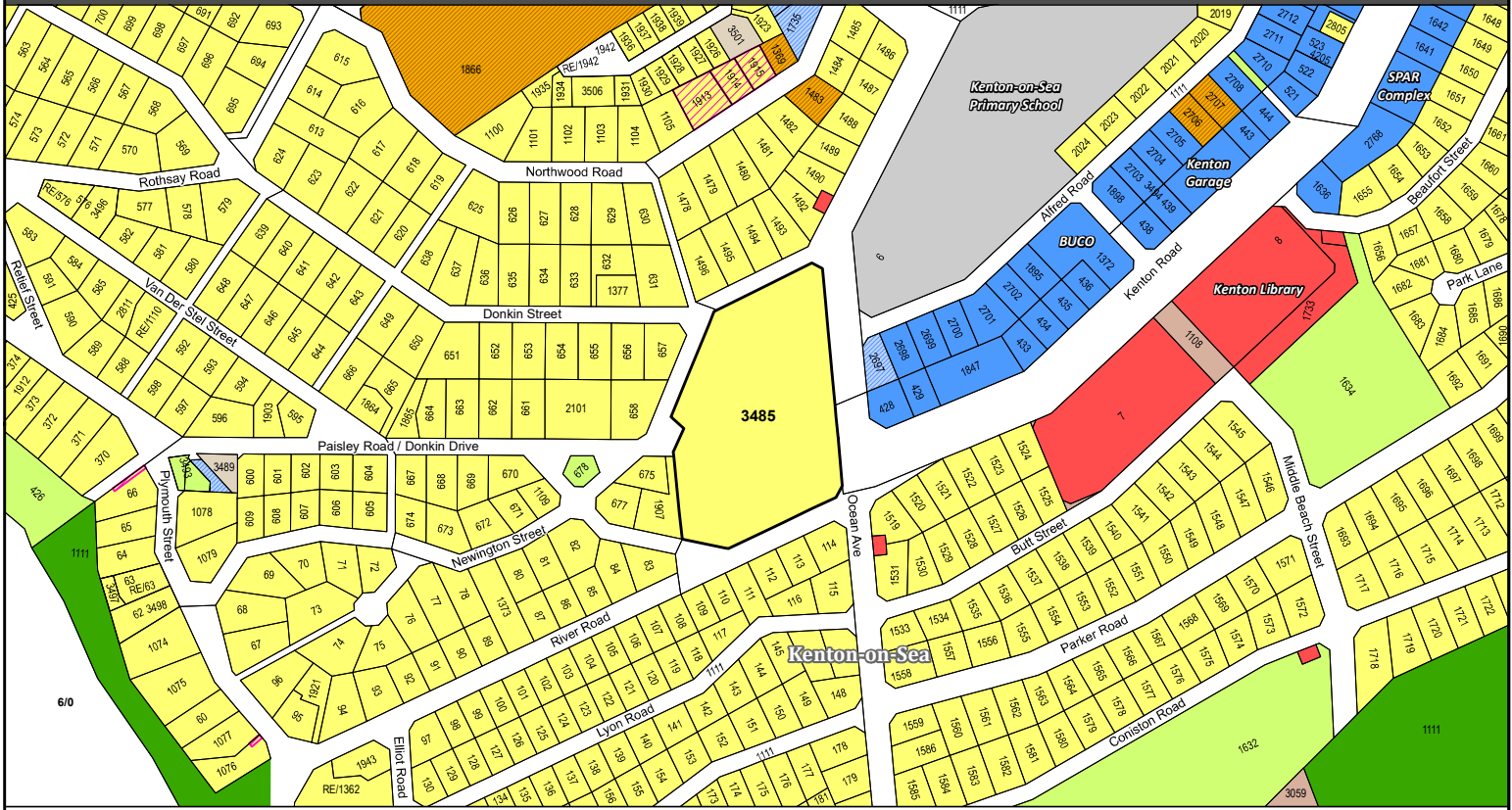
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# ERF 3485, KENTON-ON-SEA

5

## EXISTING ZONINGS

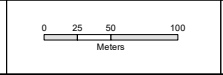
Map No.:



- Authority Zone
- Business Zone 2
- Open Space Zone 1
- Residential Zone 1
- Residential Zone 4
- Business Zone 1
- Community Zone 1
- Open Space Zone 3
- Residential Zone 3
- Transport Zone 1

Date:  
**10/2021**

Map Reference:  
**1751E/EZ**



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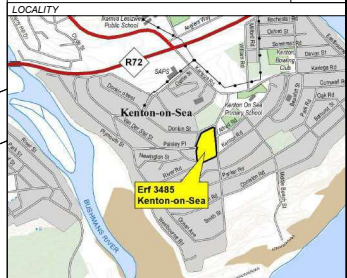
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# KENTON-ON-SEA ERF 3485 SUBDIVISION PLAN

6

PLAN NO.



PORTION	ZONING	PRIMARY LAND USE	AREA	% OF AREA
PORTION 1	RESIDENTIAL ZONE 2	GROUP HOUSING	±596m <sup>2</sup>	2,27%
PORTION 2	RESIDENTIAL ZONE 2	GROUP HOUSING	±607m <sup>2</sup>	2,33%
PORTION 3	RESIDENTIAL ZONE 2	GROUP HOUSING	±869m <sup>2</sup>	4,19%
PORTION 4	RESIDENTIAL ZONE 2	GROUP HOUSING	±1134m <sup>2</sup>	5,47%
PORTION 5	RESIDENTIAL ZONE 2	GROUP HOUSING	±1148m <sup>2</sup>	5,44%
PORTION 6	RESIDENTIAL ZONE 2	GROUP HOUSING	±1122m <sup>2</sup>	5,41%
PORTION 7	RESIDENTIAL ZONE 2	GROUP HOUSING	±1440m <sup>2</sup>	6,94%
PORTION 8	RESIDENTIAL ZONE 2	GROUP HOUSING	±1157m <sup>2</sup>	5,58%
PORTION 9	RESIDENTIAL ZONE 2	GROUP HOUSING	±1152m <sup>2</sup>	5,53%
PORTION 10	RESIDENTIAL ZONE 2	GROUP HOUSING	±1164m <sup>2</sup>	5,73%
PORTION 11	RESIDENTIAL ZONE 2	GROUP HOUSING	±1194m <sup>2</sup>	5,91%
PORTION 12	RESIDENTIAL ZONE 2	GROUP HOUSING	±1401m <sup>2</sup>	6,75%
PORTION 13	OPEN SPACE ZONE 2	PRIVATE OPEN SPACE	±1344m <sup>2</sup>	6,48%
PORTION 14	OPEN SPACE ZONE 2	PRIVATE OPEN SPACE	±3400m <sup>2</sup>	16,39%
PORTION 15	TRANSIT ZONE 2 & OPEN SPACE ZONE 2	PRIVATE ROAD AND PARKING & PRIVATE OPEN SPACE	±2700m <sup>2</sup>	14,67%
TOTAL			±2700m <sup>2</sup>	100,00%

- GENERAL NOTES**
- ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY BY PROFESSIONAL LAND SURVEYORS.
  - ALL CADASTRAL DIMENSIONS TO BE CONFIRMED BY PROFESSIONAL LAND SURVEYOR PRIOR TO ANY DETAIL DESIGNS BEING CONSTRUCTED.
  - THIS PLAN COMPLIES WITH THE NOLAMBIE LAND USE SCHEME 2019

**AMENDMENTS**

NO.	NOTES	DATE	PERSON
1	UPDATED LAYOUT CHANGED ACCORDING TO NEW LAYOUT SUPPLIED BY ARCHITECT	2025-05-11	M.P.
2	UPDATED LAYOUT CHANGED ACCORDING TO NEW LAYOUT SUPPLIED BY ARCHITECT	2025-06-25	M.P.
3	CHANGE ZONINGS OF OPEN SPACE AND ROAD	2025-11-04	M.P.

**BASEMAP SUPPLIED BY**  
**POLLOS PURDON ARCHITECTURAL PRACTICE  
 AND CHIEF SURVEYOR GENERAL (BASEMAP)**

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**CLIENT / OWNER**  
**THE BARKING FISH 0 PTY LTD**

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DESIGNED: J.V.D.W.  
 DRAWN: M.P.  
 DATE: 2025-11-04  
 APPROVED:

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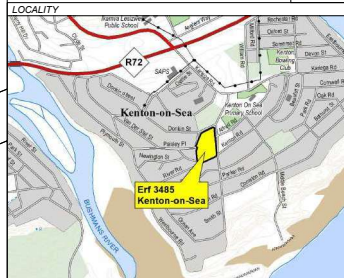


# KENTON-ON-SEA 7

## ERF 3485

### SPATIAL LAYOUT PLAN

PLAN NO. \_\_\_\_\_



NOTATION	ZONING	PRIMARY LAND USE	NO. OF ERVEN	AREA	% OF AREA
PTN 1 TO 12	RESIDENTIAL ZONE 2	GROUP HOUSING	12	113917	62.57%
PTN 13 TO 14	OPEN SPACE ZONE 2	PRIVATE OPEN SPACE	2	174487	22.87%
PTN 15	TRANSFORMER ZONE 1 & OPEN SPACE ZONE 2	PRIVATE ROAD AND PARKING & PRIVATE OPEN SPACE	1	43027	14.57%
TOTAL			15	137947	100.00%

- GENERAL NOTES**
- ALL DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY BY PROFESSIONAL LAND SURVEYORS.
  - ALL CADASTRAL DIMENSIONS TO BE CONFIRMED BY PROFESSIONAL LAND SURVEYOR PRIOR TO ANY DETAIL DESIGN BEING CONSTRUCTED.
  - THIS PLAN COMPLIES WITH THE NOLMARE LAND USE SCHEME 2019

**AMENDMENTS**

NO.	NOTES	DATE	PERSON
1	UPDATED LAYOUT CHANGED ACCORDING TO NEW LAYOUT SUPPLIED BY ARCHITECT	2024-05-10	M.P.
2	UPDATED LAYOUT CHANGED ACCORDING TO NEW LAYOUT SUPPLIED BY ARCHITECT	2023-08-20	M.P.
3	CHANGED DIMENSIONS OF OPEN SPACE AND ROAD	2023-11-04	M.P.

**BASEMAP SUPPLIED BY**  
**POLLOS PURDON ARCHITECTURAL PRACTICE AND CHIEF SURVEYOR GENERAL (BASEMAP)**

**INDEMNITY**  
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**CLIENT / OWNER**  
**THE BARKING FISH 0 PTY LTD**

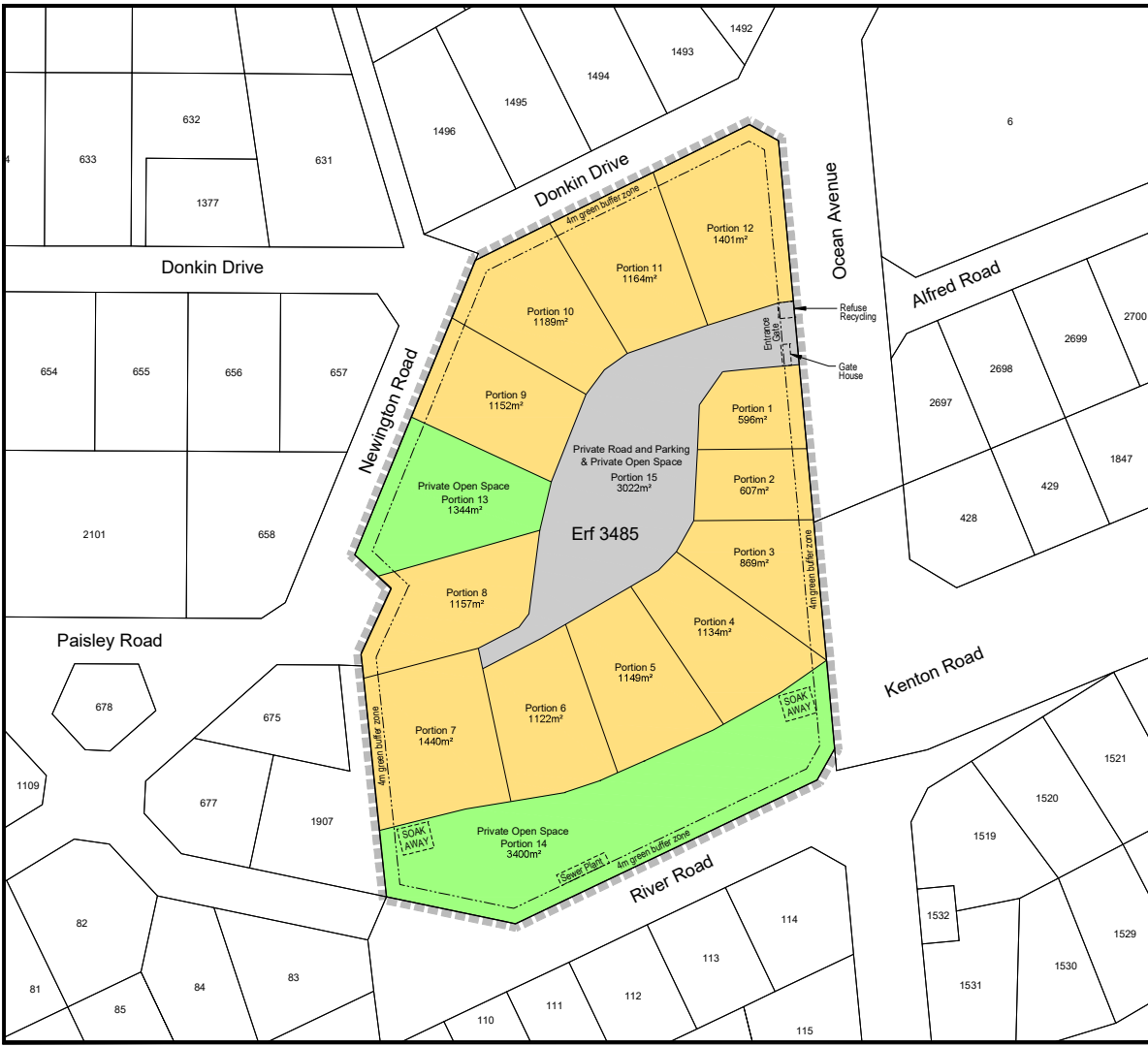
**SCALE**  
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**DESIGNED** J.V.D.W.  
**DRAWN** M.P.  
**DATE** 2025-11-04  
**APPROVED**

**DRAWING NO.**  
 1761E-LO-4

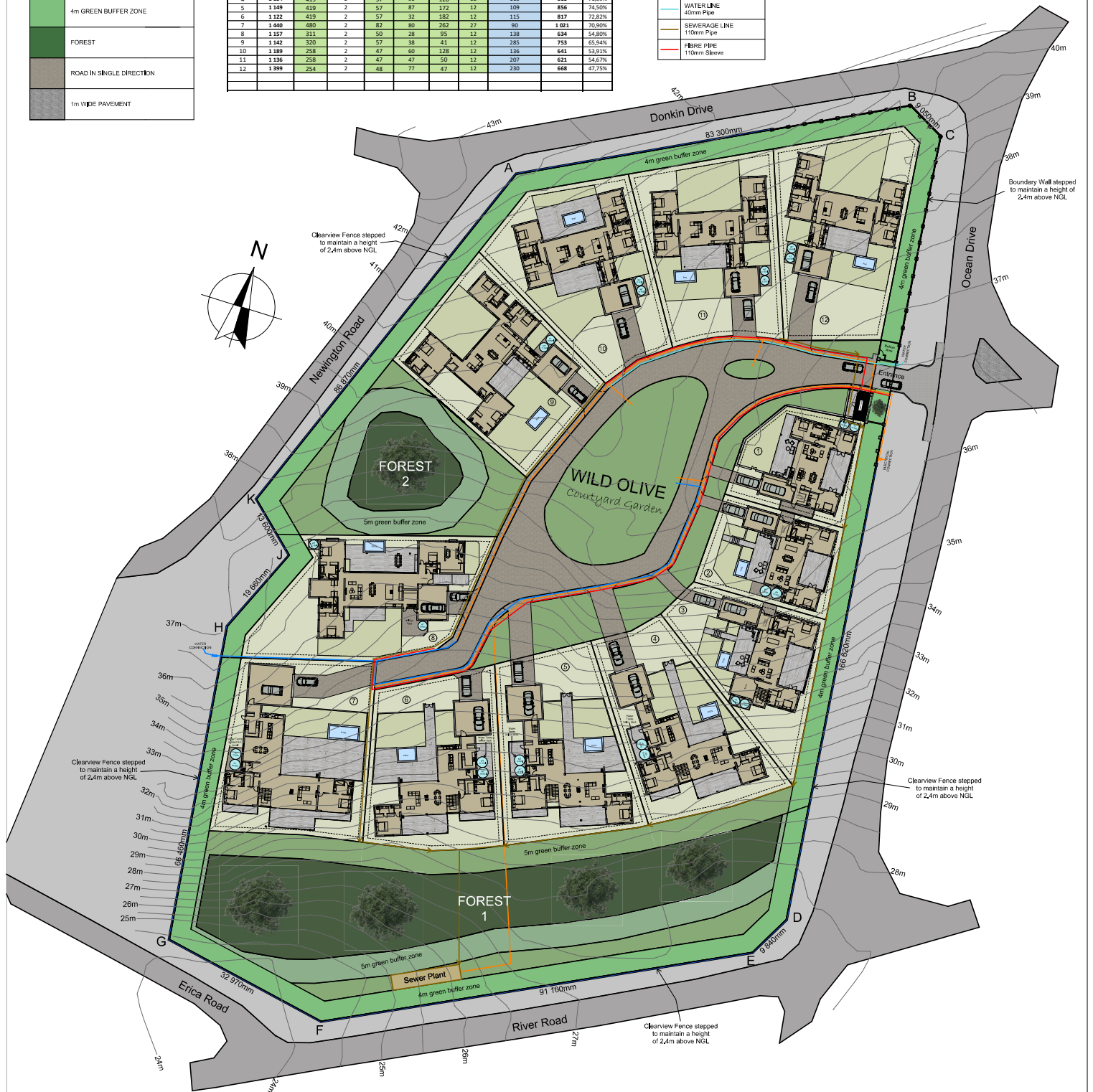
**URBAN DYNAMICS**  
 TOWN & REGIONAL PLANNERS  
 Tel: 041 374 3965 Email: info@urban.co.za



LEGEND	
	RESIDENTIAL STANDS
	PRIVATE OPEN SPACE
	4m GREEN BUFFER ZONE
	FOREST
	ROAD IN SINGLE DIRECTION
	1m WIDE PAVEMENT

ASHWOOD UNIT AREA SUMMARY										
RES STANDS	ERF SIZE (m <sup>2</sup> )	UNIT (m <sup>2</sup> )	PARKING SPACE	GARAGE (m <sup>2</sup> )	DRIVEWAY (m <sup>2</sup> )	PATIO (m <sup>2</sup> )	POOL (m <sup>2</sup> )	PRIVATE OUTDOOR SPACE (m <sup>2</sup> )	TOTAL (m <sup>2</sup> )	TOTAL (%)
1	595	168	2	33	30	84	10	106	431	72.44%
2	607	159	2	33	27	82	10	79	390	64.25%
3	869	236	2	40	42	91	10	71	490	56.39%
4	1134	419	2	57	90	120	12	115	813	71.69%
5	1149	419	2	57	87	172	12	109	856	74.50%
6	1122	419	2	57	32	182	12	115	817	72.82%
7	1440	480	2	82	80	262	27	90	1021	70.90%
8	1157	311	2	50	28	95	12	138	634	54.80%
9	1142	320	2	57	38	41	12	285	753	65.94%
10	1189	258	2	47	60	128	12	136	641	53.91%
11	1136	258	2	47	47	50	12	207	621	54.67%
12	1399	254	2	48	77	47	12	230	668	47.75%

SERVICES LEGEND	
	ELECTRICAL LINE
	WATER LINE 60mm Pipe
	WATER LINE 40mm Pipe
	SEWERAGE LINE 110mm Pipe
	FIBRE PIPE 110mm Sleeve



PROPOSED SITE DEVELOPMENT PLAN

1:400

NOTE:

This Site Development Plan (SDP) reflects and includes indicative floor plans, which remain subject to change.

Finalised building plans for each dwelling to be constructed on the newly subdivided erven within the Ashwood Forest Estate Development will be submitted in due course for individual Ntlambe Municipal approval by the Developers.

All residential units are designed based on the Architectural Guidelines and detail Site Plans and Building Plans will be submitted for each erf, prior to construction

LAND USE CATEGORY	Residential
ZONING	Residential Zone 2
PURPOSE	Medium Density Residential
DEVELOPMENT PARAMETERS	
Building Lines	
Street	Lateral & Rear
1m	1m
Height	Coverage
8.5m	70%
Floor Factor	1.0
Additional building lines may be imposed based on surrounding land uses or safety controls	



Proposed  
Site Development Plan  
on Erf 3485,  
Kenton-on-Sea

DATE :

3 NOVEMBER 2025

TITLE :

2020/06/WD -SDPS Rev 0



Nicole Gerber  
041 508 5844  
073 022 9765  
[nicole.gerber@dedea.gov.za](mailto:nicole.gerber@dedea.gov.za)

Ref: EC05/C/LN127/53-2022



Province of the  
**EASTERN CAPE**  
ECONOMIC DEVELOPMENT,  
ENVIRONMENTAL AFFAIRS & TOURISM

**The Barking Fish (Pty) Ltd**

42 Kenton Road  
Kenton-on-Sea  
6191

Attention: Ms Pollos Purdon

E-mail: [pollos@houseplanner.co.za](mailto:pollos@houseplanner.co.za)

**APPLICATION FOR AMENDMENT OF ENVIRONMENTAL AUTHORISATION IN TERMS OF SECTION 24 OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, ACT 107 OF 1998 TO UNDERTAKE A LISTED ACTIVITY AS SCHEDULED IN THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014, AS AMENDED: ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA.**

1. Refer to the following documents:
  - 1.1 The Environmental Authorisation (EA) dated 02 June 2023; and
  - 1.2 The complete Amendment Application Form received and registered on 07 February 2025.
2. In this regard please be advised as follows:
  - 2.1 The Amendment Application addresses the requests for the following amendments:
    - 2.1.1 The name of the holder of the authorisation;
    - 2.1.2 Changes to the project description with regards to a reduction in the number of units, changes to the wastewater treatment plant technology to be utilised; and
    - 2.1.3 Amending the relevant figures contained in the EA due to the subsequent layout change.
  - 2.2 The Environmental Authorisation dated 02 June 2023 is hereby amended as included in this Amendment letter and attached Amendment Notice # 1 (Specific amendments in bold).
  - 2.3 This Amendment Notice # 1, and the attached Amended Environmental Authorisation are issued in terms of Sections 29 and 30 of the 2014 EIA Regulations, as amended.
  - 2.4 All provisions and/or conditions as contained in Amendment Notice # 1 to the Environmental Authorisation ECm1/C/LN1&3/M/06-2023 dated 24 July 2023 must be adhered to.
  - 2.5 This Amendment Notice must be attached to the Environmental Authorisation with reference number EC05/C/LN127/53-2022 dated 02 June 2023 and must be read in conjunction with such.

**ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM**

CHIEF DIRECTORATE: ENVIRONMENTAL AFFAIRS

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In terms of Regulation 4(2) of the Environmental Impact Assessment Regulations, 2014, as amended, you are instructed to notify all registered interested and affected parties, in writing and within fourteen (14) days of the date of the Department's decision in respect of your application.







**DAYALAN GOVENDER**

**DEPUTY DIRECTOR: ENVIRONMENTAL AFFAIRS**

**SARAH BAARTMAN/NMB REGION**

**DATE:** 08 April 2025

 Nicole Gerber  
 041 508 5844  
 073 022 9765  
 [nicole.gerber@dedea.gov.za](mailto:nicole.gerber@dedea.gov.za)  
Ref: EC05/C/LN1/27/53-2022



# Amendment Notice # 1 to Environmental Authorisation

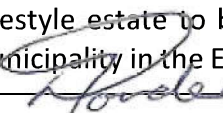
<b>AUTHORISATION NOTICE REGISTER NUMBER</b>	Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022
<b>LAST AMENDED</b>	09 April 2025
<b>HOLDER OF AUTHORISATION</b>	<b>The Barking Fish (Pty) Ltd</b>
<b>LOCATION OF ACTIVITY</b>	Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.
<b>CO-ORDINATES OF ACTIVITY</b>	33° 41' 4.329" S, 26° 40' 9.093" E.

## 2. Activities and regulations for which authorisation has been granted

By virtue of the powers conferred on it by the National Environmental Management Act, Act 107 of 1998 and the NEMA Environmental Impact Assessment Regulations, 2014 as amended, the Department hereby authorises Pollos Purdon, being the legal or natural person who has applied for this authorisation, with the following contact details:

<b>Name</b>	<b>The Barking Fish (Pty) Ltd</b>		
<b>Address</b>	<b>42 Kenton Road, Kenton-on-Sea</b>		
<b>Telephone</b>	082 373 6635	<b>Fax</b>	N/A
<b>Cell</b>	082 373 6635		
<b>Contact</b>	Ms Pollos Purdon – <b>Director</b>	<b>E-mail</b>	<a href="mailto:pollos@houseplanner.co.za">pollos@houseplanner.co.za</a>

To undertake the following activity (hereafter referred to as “the activity”), in terms of the scheduled activities or activities listed in the table below:

<b>Detailed description of activity (as extracted from the FBAR)</b>
The proposed activity entails the development and construction of a lifestyle estate to be known as Ashwood Estate on Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality in the Eastern Cape. 

The development will consist of **13 freehold residential units** of varying, a gatehouse and a boundary fence. The entire property size is 20 756m<sup>2</sup>. The areas provided for the **13 units comprise 9835 m<sup>2</sup>**, however, the total unit development footprint on those unit areas will be **no more than 9835 m<sup>2</sup>**, as the entire area provided for each unit will not be fully developed. This development footprint area includes the units, as well as the combined areas for parking, driveways, garages, patios, gardens and pools (as per the **revised** table below). The total development footprint of the units (**up to a maximum of 9835 m<sup>2</sup>**), roads and associated infrastructure (**1450 m<sup>2</sup> plus 55 m<sup>2</sup>**) will be **up to a maximum of 11 340 m<sup>2</sup> or 54.63%** of the total site area.

The **revised** table below indicates all unit areas:

<b>ASHWOOD UNIT AREA SUMMARY</b>										
RES STANDS	ERF SIZE (m <sup>2</sup> )	UNIT (m <sup>2</sup> )	PARKING SPACE	GARAGE (m <sup>2</sup> )	DRIVEWAY (m <sup>2</sup> )	PATIO (m <sup>2</sup> )	POOL (m <sup>2</sup> )	PRIVATE OUTDOOR SPACE (m <sup>2</sup> )	TOTAL (m <sup>2</sup> )	TOTAL (%)
1	602	230	2	50	40	30	10	92	452	75,08%
2	607	230	2	50	40	30	10	92	452	74,46%
3	869	350	2	50	38	60	10	140	648	74,57%
4	1 134	500	2	50	37	60	10	200	857	75,57%
5	1 163	500	2	50	37	100	10	200	897	77,13%
6	1 163	500	2	50	24	120	10	200	904	77,73%
7	1 440	670	2	50	22	120	10	268	1 140	79,17%
8	1 157	500	2	50	48	100	10	200	908	78,48%
9	1 152	480	2	50	28	90	10	192	850	73,78%
10	1 189	480	2	50	48	60	10	192	840	70,65%
11	1 157	480	2	50	53	100	10	192	885	76,49%
12	768	300	2	50	40	30	10	120	550	71,61%
14	600	230	2	50	40	30	10	92	452	75,33%
<b>TOTAL INTENDED UNIT DEVELOPMENT FOOTPRINT (m<sup>2</sup>)</b>									<b>9 835</b>	
<b>TOTAL AREA OF ERF 3485 (m<sup>2</sup>)</b>									<b>20 746</b>	
<b>PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)</b>									<b>47,41%</b>	

<b>ASHWOOD ROADS AND SERVICES AREAS SUMMARY</b>										
ROADS	1450								<b>1 450</b>	6,99%
GUARD HOUSE	10								<b>10</b>	0,05%
WWT	45								<b>45</b>	0,22%
<b>TOTAL INTENDED ROADS AND SERVICE AREA FOOTPRINT (m<sup>2</sup>)</b>									<b>1 505</b>	
<b>TOTAL AREA OF ERF 3485 (m<sup>2</sup>)</b>									<b>20 746</b>	
<b>PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)</b>									<b>7,25%</b>	

Internal access roads and landscaped gardens will also form part of the activity. The total development area for internal roads will total **1450 m<sup>2</sup> and will consist of a looped road into and out of the estate**, whilst the guard house will be 10m<sup>2</sup> and the area for the wastewater treatment plant will be 45m<sup>2</sup>. Roadways will incorporate stormwater management designed by qualified engineers. The FBAR further indicates that “Bulk power supply will be sourced from the municipal supply (Eskom), with an off-grid power augmentation option for prospective homeowners. Water supply will be sourced from the bulk municipal supply with additional augmentation from rainwater tanks as well as treated effluent from the

wastewater treatment plant, where treated water will primarily be used for irrigation purposes. All effluent will be treated on-site using a **Calcamite wastewater treatment plant** incorporating a 4-stage treatment process. It will be required to route the main effluent pipe feeding into the wastewater treatment plant through the forest area where care will be taken to maintain all existing trees with minimal disturbance to tree roots from shallow excavations by hand. The proposed activity will adhere to all National Building Regulations and Local planning By-Laws.”

The layout has been adjusted based on studies conducted and comments obtained from DFFE. The site was “mapped in terms of vegetation sensitivity as it was found that two main vegetated areas with forest features exist, namely along the Southern boundary and a section on the Western boundary. Sensitivity mapping included a 5m buffer zone in order to protect such species present intact and undisturbed. It is further aimed at retaining tree species taller than 1.8m in height where possible.”

**Site access includes existing vehicular and pedestrian access directly off Ocean Drive and pedestrian access from Donkin Drive and Paisley Road in Kenton-on-Sea.**

Solid waste will be collected and disposed of at the licensed municipal landfill site in Port Alfred.

With regards to wastewater treatment, **the proposed system, capable of treating up to 95kl of wastewater per day will be used for the intended development. This exceeds the daily flow rate estimated to be approximately 88.9kl per day.** As indicated in the preceding section, maintenance work would need to be undertaken on an annual basis. This includes de-sludging the primary tank. The estimated sludge to be generated by the system is estimated to amount to approximately **6.24kl**. This sludge will be removed and treated by an independent waste removal service provider. The anticipated sludge volumes were calculated based on 40 Kl/day AADD which is roughly 0.012 kl/day. **Based on the updated proposal’s design parameters, the wastewater treatment plant will consist of the following components:**

**Septic tank:**

- **5x Modular Dome end**
- **15x Modular Mid-Sections**

**Flow Equalization:**

- **5x Modular Mid-sections**

**Bioreactors:**

- **5x Modular Dome end**
- **15x Modular Mid-Section**

**Settling:**

- **5x Settling chamber**

**Disinfection:**

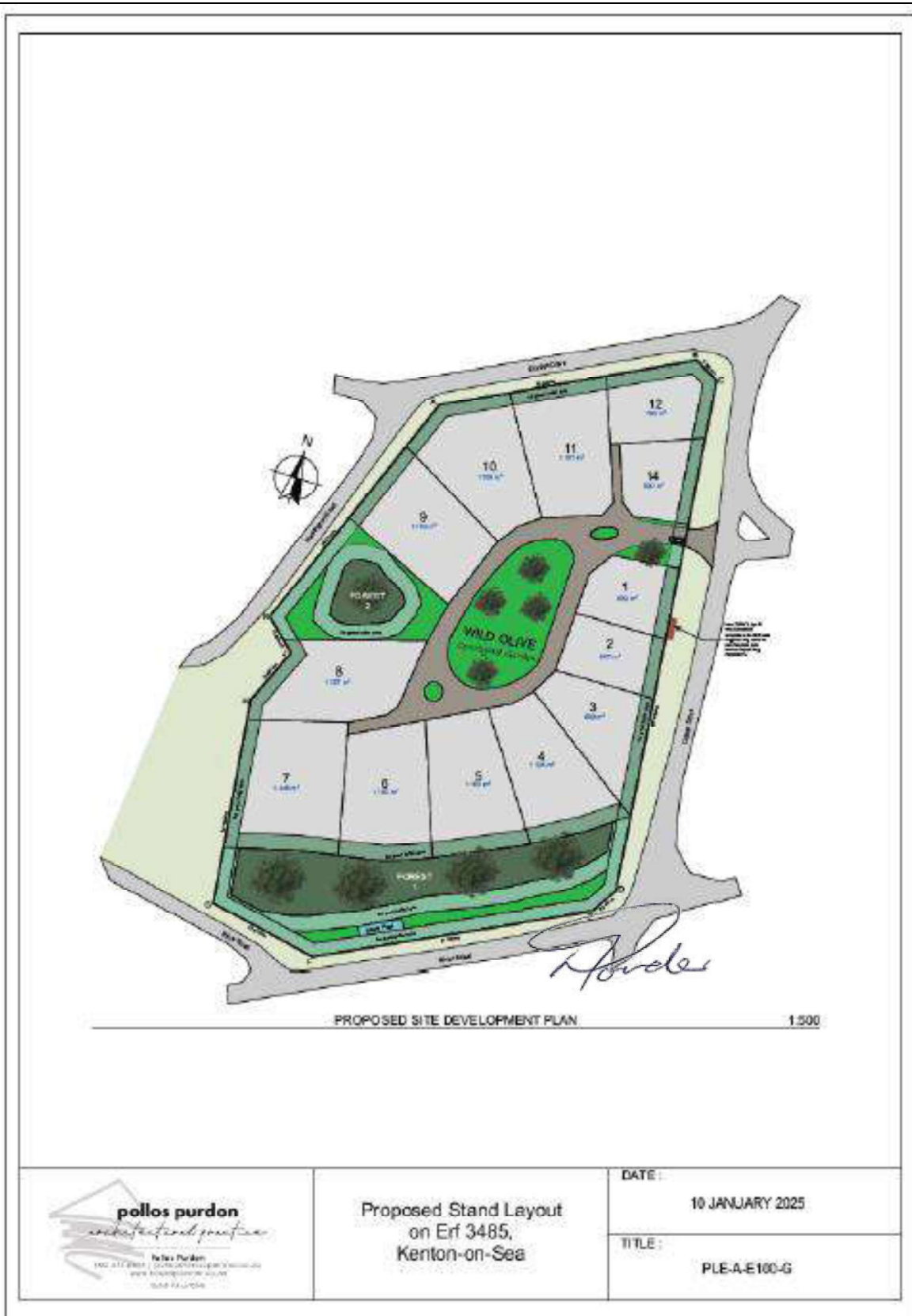
- **2x Modular Double Domes**

All sludge removed from the wastewater treatment system will be removed by an appointed service provider (to be appointed) and discharged at a registered treatment and receiving facility. Such appointment will require the service provider to submit written evidence and acknowledgement by the registered receiving facility that such waste will be accepted and treated under the National Environmental Management Waste Act of 2008 as well as the National Water Act of 1998.”

See below figures showing the project locality and site development plan:



**Figure 1: Locality plan**



**Figure 2 – Amended Site development plan**

<b>Listed Activities triggered in terms of the NEMA EIA Regulations 2014 as amended, as contained in the application form:</b>	
LN 1: GN R. 327 – 27	The clearance of an area of 1 hectare or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for—  (i) the undertaking of a linear activity; or  (ii) maintenance purposes undertaken in accordance with a maintenance management plan.

At the locality defined in the Table below, and hereafter referred to as “the property”:

<b>District</b>	Sarah Baartman
<b>Municipal Area</b>	Ndlambe Local Municipality
<b>Farm Name</b>	N/A
<b>Farm Number and Portion</b>	N/A
<b>Erf Number and Township Extension or Suburb</b>	Erf 3485, Kenton-on-Sea
<b>Co-ordinates – Centre point of the site</b>	33° 41' 4.329" S, 26° 40' 9.093" E.
<b>Physical address</b>	Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality.

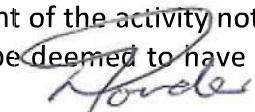
**This Environmental Authorisation is granted subject to the conditions set out below.**

### 3. Conditions

*The Department of Economic Development, Environmental Affairs and Tourism may from time to time review this Environmental Authorisation and on good grounds and after written notice to the holder thereof, suspend or amend such Environmental Authorisation.*

#### 3.1. Duration of authorisation

3.1.1. Clearing of vegetation for the construction of the residential estate and associated infrastructure, as described in Section 2 of this Environmental Authorisation, must commence **within a period of 24 (twenty-four) months from the date of issue of this Amended Environmental Authorisation.** Should commencement of the activity not occur within this time period, this Environmental Authorisation will be deemed to have lapsed

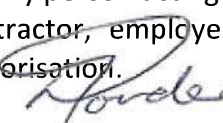


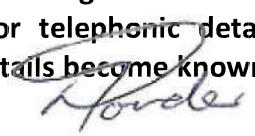
and a new application for Environmental Authorisation must be submitted to the Department should the applicant wish to proceed with the development.

- 3.1.2. Construction to be completed within a period of 60 (sixty) months from the date of commencement.
- 3.1.3. An application for the amendment of the Environmental Authorisation to extend the validity thereof may be submitted to the Department on condition that the Environmental Authorisation is valid on the date of receipt of such amendment application. If no such request for amendment is received prior to the expiry of this Environmental Authorisation, the Environmental Authorisation will be deemed to have lapsed.
- 3.1.4. On receipt of any such application for amendment, the Department reserves the right to request such information as it may deem necessary to consider the application for amendment which may include but not limited to:
  - 3.1.4.1. An updated EMP; and
  - 3.1.4.2. Such public participation process as may be deemed necessary at the time of the application for extension.
- 3.1.5. Conditions relating to the operation of the project are valid in perpetuity.

### **3.2. Standard conditions and declarations**

- 3.2.1. Authorisation is subject to the conditions contained in this Environmental Authorisation which conditions form part of the Environmental Authorisation and are binding on the holder thereof.
- 3.2.2. This Environmental Authorisation applies only to the activities and property described therein.
- 3.2.3. This Environmental Authorisation does not negate the holder thereof of his/her responsibility to **comply with any other statutory requirements** that may be applicable to the undertaking of the activity, including but not limited to:
  - 3.2.3.1. The National Forests Act, Act 84 of 1998 (and any amendments thereto).;
  - 3.2.3.2. The National Environmental Management: Biodiversity Act, Act 10 of 2004;
  - 3.2.3.3. The Provincial Nature Conservation Ordinance, Ordinance 19 of 1974;
  - 3.2.3.4. The National Water Act, Act 36 of 1998;
  - 3.2.3.5. The National Heritage Resources Act, Act No. 25 of 1999;
  - 3.2.3.6. The National Environmental Management Waste Act, Act No. 59 of 2008;
  - 3.2.3.7. The Occupational Health and Safety Act, Act 85 of 1993; and
  - 3.2.3.8. Municipal Building Regulations and By-Laws.
- 3.2.4. The holder of this Environmental Authorisation being **The Barking Fish (Pty) Ltd**, shall be responsible for ensuring compliance with the conditions by any person acting on his or her behalf, including but not limited to, an agent, sub-contractor, employee or person rendering a service to the holder of this Environmental Authorisation.



- 3.2.5. Should any environmental damage be detected, that in the opinion of this Department, is the result of the development, then the applicant shall be required to make good that damage to the satisfaction of the said authority at his/her own expense, this without limiting the generality of the provisions of Section 28 of the National Environmental Management Act, Act 107 of 1998.
- 3.2.6. **The Barking Fish (Pty) Ltd** will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.
- 3.2.7. In the event of any dispute as to what constitutes environmental damage, this Department's opinion will prevail.
- 3.2.8. This Department reserves the right to impose additional conditions or requirements on the applicant in respect of impacts identified during the EIA process, or withdraw this authorisation, in the event that such impacts exceed its significance as predicted in the consultant's FBAR and supporting documentation referenced in Section 4.1 of this Environmental Authorisation.
- 3.2.9. **This authorisation applies strictly to the project description as outlined in Section 2 of this Authorisation read together with the Final BAR. Should the applicant wish to amend any component or aspect of the project hereby authorised, then approval will be required from this Department. The Department will advise what information is required as well as the process that must be followed in order to apply for an amendment to this Environmental Authorisation or, if needed, for authorisation in terms of the applicable EIA regulations promulgated in terms of the National Environmental Management Act, Act 107 of 1998.**
- 3.2.10. This Environmental Authorisation is issued to the applicant described above. Should the applicant wish to transfer this Environmental Authorisation to another person (whether legal or natural), such transfer is to be affected by means of an amendment to the Environmental Authorisation. Such amendment to be applied for in terms of the relevant provisions contained in the EIA Regulations that may be applicable at the time.
- 3.2.11. This Environmental Authorisation must be made available to any interested and affected party who has registered their interest in the proposed development. The applicant is responsible for ensuring that a copy of this Environmental Authorisation is given to any such interested and affected party including the neighbouring landowners within 14 (fourteen) days of receiving this Environmental Authorisation.
- 3.2.12. **This Environmental Authorisation or a certified copy thereof, must be kept on site at all times during construction.** Such must be produced to any authorised official of the Department who requests to see it and must be made available for inspection by any employee or agent of the holder of the authorisation who works or undertakes work at the site.
- 3.2.13. **Where any of the applicant's contact details change, including the name of the responsible person, the physical or postal address and/or telephonic details, the applicant must notify the Department as soon as the new details become known to the applicant.**
- 

- 3.2.14. In all cases, the holder of the Environmental Authorisation must notify the Department, in writing, within 30 days if a condition of this authorisation is not adhered to. Any notification in terms of this condition must be accompanied by reasons for the non-compliance.
- 3.2.15. Non-compliance with a condition of this Environmental Authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, Act 107 of 1998 and the regulations.

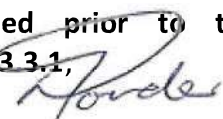
**3.3. Project - specific conditions in relation to the design and construction phase**

- 3.3.1. Fourteen days' written notice must be given to the Department that the activity will commence. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence as well as a report indicating to what extent pre-commencement conditions have been complied with.
- 3.3.2. A final layout plan must be submitted to the Department for approval prior to commencement of the activity, which includes the detailed design drawings for the construction of the associated infrastructure, based on the Site Development Plan included in the FBAR with Drawing No. PLE-A-E100\_G, dated 11 October 2022. All development areas must be within the thicket areas of the site and the No-Go areas, as per Condition 3.3.7 below, must be clearly shown, as well as the boundaries of the buffer areas. The **buffer areas for the forest portions must equal 5 metres**, as per the recommendation by Dr Grobler in the Vegetation Survey Report included in the FBAR, **and the boundary buffer must be 4 metres**.
- 3.3.3. Construction of the residential estate and associated infrastructure must adhere to the activity description as described in Section 2 of this Environmental Authorisation and as depicted in the layout plan that are to be approved by the Department in terms of Condition 3.3.2.
- 3.3.4. Any recommendations / mitigatory measures contained in the FBAR and its appendixes and not explicitly covered under the conditions contained in this Environmental Authorisation, are regarded as conditions in terms of this Environmental Authorisation. In the event that any such recommendation / mitigatory measure is contradictory to a condition contained in this Environmental Authorisation, such condition will be deemed to take precedence.
- 3.3.5. Further to Condition 3.3.4, **The Barking Fish (Pty) Ltd**, is to compile a detailed record of all Conditions, inclusive of recommendations / mitigatory measures contained in the Final BAR and any specialist studies, in tabular format for inclusion in the Construction phase Environmental Management Programme and / or Operational Phase Environmental Management Programme as applicable.
- 3.3.6. **The Barking Fish (Pty) Ltd** will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.
- 3.3.7. Prior to commencement of construction, the site boundary of the residential estate and the associated infrastructure must be clearly demarcated. The 5 metre buffer areas for the forest portions, as well as the 4 metre boundary buffer, must be clearly demarcated and labelled as "No-Go" areas. Any disturbance and all construction activities must be confined to the development areas only. All construction material and machinery, stockpile areas,

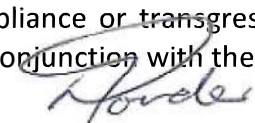
and the site camp and laydown area are to be located within the demarcated activity zone. No activities, stockpiling, vehicle movement, or dumping may take place outside of the demarcated activity zone.

- 3.3.8. The development design to incorporate the following to reduce water demand:
- 3.3.8.1. Water-efficient fixtures such as low-flow toilet cisterns, low flow showerheads or taps; and
  - 3.3.8.2. The provision of rainwater tanks, with at least 10 Kℓ storage, to be provided for each residential unit.
- 3.3.9. The development design to incorporate the installation and use of alternative energy sources where possible, such as solar geysers, solar panels, compact fluorescent or LED lighting.
- 3.3.10. A dedicated CEMPr to be compiled, submitted to and approved by the Department prior to the commencement of construction. In this regard sections of the Draft Environmental Management Programme (EMPr) contained in Appendix F of the Final BAR compiled by Hort Couture that deals specifically with construction can be used as a framework. The CEMPr is to include, amongst others:
- 3.3.10.1. Applicable conditions contained in this Environmental Authorisation;
  - 3.3.10.2. General principles of environmental management as applicable to construction activities including environmental best practice, erosion prevention and control, minimization of dust, etc.;
  - 3.3.10.3. All mitigation measures and recommendations as contained in the FBAR and the specialist reports, as well as the comments from DFFE;
  - 3.3.10.4. An alien invasive vegetation management plan;
  - 3.3.10.5. A stormwater management plan;
  - 3.3.10.6. Any fauna or avi-fauna on site is to remain undisturbed as far as possible, except in search and rescue relocations, and shall not be trapped/killed or otherwise caught by any persons;
  - 3.3.10.7. Construction work must be limited to normal weekday working hours being 08h00 to 17h00. No construction to take place over weekends and public holidays;
  - 3.3.10.8. Construction areas are to be clearly demarcated and all construction activities are to be restricted to within this demarcated area;
  - 3.3.10.9. Clear stipulations as to who is responsible and accountable for what actions;
  - 3.3.10.10. Penalties for any contractor that transgresses the provisions of the CEMPr and conditions of this Environmental Authorisation;
  - 3.3.10.11. A framework for all contracts associated with the construction phase of the development and the Environmental Method Statements that will be associated with such contracts; and
  - 3.3.10.12. Contingency plans for any emergencies that may affect the environment during construction, such as fuel spills from the construction equipment.

- 3.3.11. In addition to the requirements contained in the CEMPr referred to in Condition 3.3.10, the following general principles of environmental management to be implemented during the construction phase of the project if not specifically contained within the CEMPr:
- 3.3.11.1. No cement/concrete mixing to take place on the soil surface. Cement mixers to be placed on large trays to prevent accidental spills from coming into contact with the soil surface;
  - 3.3.11.2. Dust that may be generated during construction from stockpiled, excavated material must be dampened to minimize dust until such time that this material has been utilized during the rehabilitation process or that it can be removed and disposed of;
  - 3.3.11.3. No waste from construction or otherwise, may be disposed of on site. All waste generated on site, must be removed from site and disposed of at a registered waste disposal site. In this regard, adequate litter drums or other suitable containers must be located on site to ensure that waste generated on site is disposed of in a suitable and timeous manner;
  - 3.3.11.4. Generators and fuel supply needed during construction must be placed on trays, which rest on clean sand. Once construction has been completed, this sand must be removed from site and disposed of at a registered waste disposal site;
  - 3.3.11.5. Any substrate contaminated by the spillage of hydrocarbons or other pollutants to be removed from the site and disposed of at a registered waste disposal site;
  - 3.3.11.6. All excess construction material and any waste generated during construction must be removed from site on an ongoing basis and disposed of at a suitably registered waste disposal site;
  - 3.3.11.7. The contractor must provide adequate waste disposal and sanitation facilities and must ensure that these facilities are properly used and maintained; and
  - 3.3.11.8. Measures to be taken to minimize soil erosion associated with construction activities.
- 3.3.12. The relevant conditions of this Environmental Authorisation as well as the relevant requirements of the CEMPr shall form part of any contracts entered into between the holder of the authorisation and any contractor/sub-contractor(s).
- 3.3.13. Further to Condition 3.3.12, a performance-based requirement with regards to environmental impact management must be included in all contracts related to any activity relating to this Environmental Authorisation inclusive of incentives and penalties.
- 3.3.14. **The Barking Fish (Pty) Ltd** must appoint a suitably qualified Environmental Control Officer (ECO) prior to the commencement of construction and the name, qualifications and contact details of the ECO to be submitted together with the 14-day notice of commencement contemplated in Condition 3.3.1.
- 3.3.15. The ECO will be responsible, amongst others, for the following:
- 3.3.15.1. **A Pre-Commencement Audit of the conditions of this Environmental Authorisation, which must be submitted prior to the notice of commencement, as referred to in Condition 3.3.1,**



- 3.3.15.2. Ensuring that the CEMPr is implemented and strictly adhered to inclusive of the relevant conditions contained within this Environmental Authorisation;
  - 3.3.15.3. To keep record of all activities on site, problems identified, transgressions noted as well as a schedule of tasks undertaken by the ECO;
  - 3.3.15.4. To keep and maintain a detailed incident and complaints register (inclusive of any spillages of hazardous substances and other materials) indicating how these issues were addressed (including any rehabilitation measures implemented) and preventative measures implemented to avoid re-occurrence of such incidents;
  - 3.3.15.5. To keep copies of all reports submitted to the Department on site;
  - 3.3.15.6. To obtain and keep record of all documentation, permits, licences and authorisations relevant to the project on site; and
  - 3.3.15.7. To report any non-compliance with the provisions of the CEMPr and conditions of this Environmental Authorisation.
- 3.3.16. The ECO is to monitor the adherence of the contractors to their method statements and the conditions of the CEMPr and this Environmental Authorisation.
- 3.3.17. Prior to the commencement of the activity a plant search and rescue to be undertaken in order to remove any species of special concern as well as any other species that could be translocated. Such species to be used in rehabilitation / restoration initiatives on the site.
- 3.3.18. Prior to the removal of any species contemplated in Condition 3.3.18, the necessary permits / approvals in terms of the relevant provincial or national legislation to be obtained.
- 3.3.19. A suitably qualified individual is to carry out a faunal “search and rescue”, which fauna are to be relocated to a suitably protected natural area prior to the commencement of vegetation clearing. Should any injured fauna be found, they are to be taken to be examined by a veterinarian and if deemed suitable for rehabilitation, such fauna must be taken to a suitable faunal rehabilitation centre, in consultation with the Department's Biodiversity Unit. Any species protected in terms of the Provincial Nature Conservation Ordinance (Ordinance 19 of 1974) or NEMBA, Act 10 of 2004 which need to be removed or relocated require the necessary permits to be obtained from DEDEAT.
- 3.3.20. All sand, gravel stone or other building material to be used are to be obtained from a bona fide source and the building contractor is not allowed to source any such material from the surrounding environment.
- 3.3.21. The construction phase is to be audited on an ongoing basis by the ECO. The findings of such audits are to be consolidated and submitted to this Department on a quarterly basis. A final post construction audit is to be conducted and submitted to this Department within three months of the completion of the construction. All audit reports must include photographic records for the construction site.
- 3.3.22. Any non-compliance must be reported to DEDEAT within 48 hours. Provision for penalties and fines is to be made by the ECO for any non-compliance or transgressions, and all contractors and subcontractors are to be held liable, in conjunction with the authorisation



holder, **The Barking Fish (Pty) Ltd**, and will be required to rectify any damages to the environment on site.

3.3.23. Non-compliance with any stipulation in the CEMPr or conditions of this Environmental Authorisation will be regarded as non-compliance in terms of this Environmental Authorisation.

3.3.24. The South African Heritage Resources Agency (SAHRA) as well as the Eastern Cape Provincial Heritage Resources Authority (ECPHRA) must be contacted immediately should any archaeological or palaeontological findings be discovered during the course of the development. Should such material be exposed then work must cease in the immediate area until examined by these authorities.

#### 3.4. **Conditions specific to the ongoing operation and management of the development**

3.4.1. A dedicated Operational Environmental Management Programme (OEMPr) is to be drafted and submitted to the Department for approval prior to the commencement of construction. In this regard sections of the Draft Environmental Management Programme (EMPr) contained in Appendix F of the Final BAR compiled by Hort Couture that deals specifically with operation can be used as a framework. The OEMPr is to include, amongst others:

3.4.1.1. Any conditions contained within this Environmental Authorisation that specifically relate to the operational phase;

3.4.1.2. A Code of conduct for any contractors and or workers;

3.4.1.3. Management / systematic removal and subsequent destruction of all alien invasive species listed in terms of CARA and NEMBA that may occur on the site, or that may colonise disturbed ground prior to it attaining the seed formation stage during the lifetime of the project, inclusive of ongoing monitoring and management, as well as any rehabilitation that may be required;

3.4.1.4. Management of all undeveloped areas, specifically the forest patches and buffer areas;

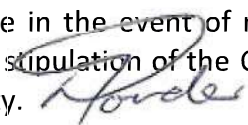
3.4.1.5. Management and monitoring plans for the Bio-Mite waste water treatment plant, inclusive of emergency plans and procedures for any spillages;

3.4.1.6. All mitigatory measures / recommendations contained in the FBAR that are applicable to the operational phase of the development; and

3.4.1.7. A storm water management and erosion control plan.

3.4.2. A dedicated person to be designated / appointed to oversee implementation of and ongoing adherence to Operational Environmental Management Programme.

3.4.3. Compliance with the OEMPr to be audited on an annual basis and the results of such audits to be submitted to DEDEAT within one month of such audit being completed.

3.4.4. **The Barking Fish (Pty) Ltd** will be held liable in the event of non-compliance with any condition of this Authorisation Notice or any stipulation of the CEMPr and OEMPr by any contractor/worker associated with this activity. 

3.4.5. Notwithstanding the provisions of any of these conditions, all recommendations, guidelines and standard conditions contained in the consultant's FBAR that are applicable to operations must be adhered to.

#### **4. Reasons for Decision**

##### **4.1. Information considered in making the decision**

In reaching its decision, the Department took, *inter alia*, the following into consideration:

4.1.1. The information contained in the following documentation:

4.1.1.1. The Environmental Authorisation dated 02 June 2023;

4.1.1.2. The Amendment Application Form received on 07 February 2025; and

4.1.1.3. The additional details regarding the proposed wastewater treatment plant received on 12 March 2025.

4.1.2. The EIA Regulations of 2014 as amended and the objectives and requirements of relevant legislation, policies and guidelines, including Section 2 of the National Environmental Management Act, Act 107 of 1998.

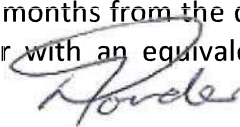
##### **4.2. Key factors considered in making the decision**

4.2.1. The Part 1 amendment application included changes to the name of the holder of the authorisation, changes to the project description with regards to a reduction in the number of units, changes to the wastewater treatment plant technology to be utilised and amending the relevant figures contained in the EA due to the subsequent layout change.

4.2.2. The proposed amendments include a reduction of the number of units which will reduce construction-related impacts. There have been no changes which affect the "No-Go" forested areas.

4.2.3. The updated proposal for wastewater treatment utilises an improved technology which increases the effectiveness of effluent treatment and will reduce the regularity of desludging.

4.2.4. The commencement date has been amended to 24 months from the date of signature of this Amendment which will provide the EA holder with an equivalent time period as requested in the amendment application.



4.2.5. In general, the environmental process followed is deemed to be satisfactory. It is the opinion of the Department that the information at hand is sufficient and adequate to make an informed decision. In this regard, the Department is satisfied that, subject to compliance with the conditions contained in this Amendment Notice, the proposed activity will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, Act 107 of 1998, and that any potentially detrimental environmental impacts resulting from the proposed activities can be mitigated to acceptable levels.



**NICOLE GERBER**

**ENVIRONMENTAL OFFICER: EIM**

**SARAH BAARTMAN/NMB REGION**

**DATE:** 09 April 2025

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**DAYALAN GOVENDER**

**DEPUTY DIRECTOR: ENVIRONMENTAL AFFAIRS**

**SARAH BAARTMAN/NMB REGION**

**DATE:** 09 April 2025

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# APPLICATION FOR AMENDMENT OF AN ENVIRONMENTAL AUTHORISATION

**Application for Amendment of Environmental Authorization in terms of Regulation 28 of the Amendments to Environmental Impact Assessment Regulations, 2014 as amended promulgated under section 24D of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended.**

(For official use only)

**Amendment Reference**

**Number:**

**NEAS Number:**

**Date Received:**


PROJECT TITLE

**PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA.**

**Kindly note that:**

1. The applicant must ensure that the Environmental Assessment Practitioner (EAP) who is appointed is registered in terms of S24H Regulations with the Registration Authority EAPASA. (Registration status of the EAP may be confirmed at [www.eapasa.org](http://www.eapasa.org)) as from 8 August 2022.

2. S24H (14) states that *“only a person registered as an Environmental Assessment practitioner may perform tasks in connection with an application for an environmental authorisation contemplated in*

*(a) Chapter 5 of the Act read with the Environmental Impact Assessment Regulations.*

*(b) Section 24G of the Act*

*(c) Chapter 5 of the National Environmental Management Waste Act 2008 (Act No 59 of 2008) read with the Environmental Impact Assessment Regulations*

3. Tasks in regulation 14 may only be conducted by an EAP that is registered

4. Regulations 20 of S24H indicates the offences and penalties as indicated below:

*“20. Offences and penalties*

*(1) A person is guilty of an offence if that person-*

*(a) contravenes regulation 14 of the Regulations; or*

*(b) pretends to be a registered environmental assessment practitioner or registered candidate environmental assessment practitioner.*

*(2) A person convicted of an offence in terms of subregulation (1) is liable to the penalties contemplated in section 49B(3) of the Act.”*

*“A person convicted of an offence in terms of section 49A(1)(h), (l), (m), (n), (o) or (p) is liable to a fine or to imprisonment for a period not exceeding one year, or to both a fine and such imprisonment.”*

**NB:**

**1.EAPASA REGISTRATION CERTIFICATE of the EAP is to accompany this application where an EAP has been appointed for the amendment process.**

**2.AN EAP MAY NOT SIGN AN APPLICATION FOR AMENDMENT ON BEHALF OF AN APPLICANT**

1. This application form is current as of **1 October 2022**. It is the responsibility of the EAP/applicant to ascertain whether subsequent versions of the form have been published or produced by the competent authority.

**View the Department’s website at [http://www.dedea.gov.za/](http://www.dedea.gov.za) for the latest version of the document**

2. The application must be typed within the spaces provided in the form. The sizes of the spaces provided are not necessarily indicative of the amount of information to be provided. It is in the form of a table that can extend itself as each space is filled with typing.
3. Selected boxes must be indicated by a cross and, when the form is completed electronically, must also be highlighted.
4. Incomplete applications may be returned to the applicant for revision.
5. The use of “not applicable” in the form must be done with circumspection as if it is used in respect of material information that is required by the competent authority for assessing the application, and may result in the rejection of the application as provided for in the regulations.
6. The form and all attachments must be handed in at the offices of the relevant DEDEAT Region/Head Office as detailed below unless directed otherwise by the Department.

7. No faxed or e-mailed applications will be accepted. Only hand delivered or posted applications will be accepted **unless directed otherwise by the Department.**
8. Unless protected by law, and clearly indicated as such, all information filled in on this application will become public information on receipt by the competent authority. The applicant/EAP must provide any interested and affected party with the information contained in this application on request, during any stage of the application process.
9. This serves to confirm the banking details of Eastern Cape Provincial Government as follows:
  - Account Name: Department of Economic Development, Environmental Affairs and Tourism
  - Account Number: 41 0021 5145
  - Branch: ABS EC Public Sector
  - Branch Code: 632005
  - Bank: ABSA

**10. Please reference payment as follows:**

Name of the region where the application will be submitted as abbreviated below, followed by an indication of the type of application i.e. Amendment, the reference number for the authorisation, and the name of the Environmental Assessment Consultancy.

- Alfred NZO- AN
- Amathole – A
- Sarah Baartman- SB
- Chris Hani- CH
- Joe Gqabi- JQ
- O R Tambo- ORT

Example if an application is to be submitted to Alfred Nzo Region for an Amendment, the reference should reflect as AN/Amend/Reference Number/Environmental Consultancy.

**11. Please ensure that the following appendices are attached to your application:**

- The proof of payment must be attached to the application form on submission as Appendix 1.
- A certified copy of the environmental authorization must be attached to this application as Appendix 2.
- Name of landowner and proof of consent if the person to whom the environmental authorisation has been issued is not the owner or where Regulations 39 (2) applies, proof of land owner notification should be submitted as Appendix 3.
- Qualifications & relevant experience of EAP must be attached as CV and EAP declaration of Independence form as Appendix 4

**12. An application for the amendment of an environmental authorization must be submitted to the relevant competent authority on condition that the environmental authorization is valid on the date of receipt of such amendment application.**

## DEPARTMENTAL DETAILS

<b>Alfred Nzo Region</b>	<b>Amathole Region</b>	<b>Sarah Baartman Region</b>
<p>Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs Private Bag X3513 Kokstad, 4700</p> <p><b>PHYSICAL ADDRESS</b> Maluti College of Education Maluti 4740</p> <p><a href="tel:03972746014982">Tel:[039]727 4601/4982</a> Fax: [039] 727 4601</p>	<p>Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs Private Bag X9060 East London, 5200</p> <p><b>PHYSICAL ADDRESS</b> Palm Square Business Park Alderwood House Beacon Bay, East London</p> <p><a href="tel:0437074000">Tel:[043]707 4000</a> Fax:[043] 748 2069/97</p>	<p>Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs Private Bag X 5001 Greenacres, 6057</p> <p><b>PHYSICAL ADDRESS</b> Collegiate House, Cnr Belmont Terrace &amp; Castle Hill Central, Port Elizabeth</p> <p><a href="tel:0415085800">Tel:[041] 508 5800</a> Fax:[041] 585 1958</p>
<p><b>Chris Hani Region</b> Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs P O Box 9636 Queenstown, 5320</p> <p><b>PHYSICAL ADDRESS</b> Komani Office Park, Block E, Queenstown</p> <p>Tel: [045]808 4000 Fax:[045]858 8132/5</p>	<p><b>Joe Gqabi Region</b> Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs Private Bag X016 Aliwal North, 9750</p> <p><b>PHYSICAL ADDRESS</b> 27 Queen Terrace Aliwal North, 9750</p> <p><a href="tel:0516332901">Tel:[051]6332901</a> Fax:[051]633 3117</p>	<p><b>OR Tambo Region</b> Regional Manager: Environmental Affairs Dept of Economic Development &amp; Environmental Affairs Private Bag X5029 Mthatha, 5100</p> <p><b>PHYSICAL ADDRESS</b> 5<sup>th</sup> Floor Botha Sigcawu Building Cnr Leeds &amp; Owen Roads, Mthatha</p> <p><a href="tel:0475311191">Tel:[047]531 1191</a> Fax:[047] 531 2887</p>
<p><b>Head Office- Bhisho (General Enquiries)</b> Director: Environmental Impact Management Department of Economic Development, Environmental Affairs &amp; Tourism Private Bag X0054 Bhisho 5605</p> <p><b>PHYSICAL ADDRESS</b> Old Safety and Liaison Building (Global Life Complex) Opposite Engen Garage Bhisho, 5605.</p> <p>Tel: 0828186268 Tel: Fax</p>		

## SECTION A

### BACKGROUND INFORMATION

#### 1. Details relating to the Environmental Authorisation

Environmental authorisation number in respect of which an amendment is applied for:

**EC05/C/LN1/27/53-2022**  
**NEAS Reference: ECP/EIA/0001323/2022**

Date of issue of environmental authorisation:

**02 June 2023**

Activity/ies for which authorisation was granted:

**GN R327 (Listing Notice 1): Activity 27**

Name of person to whom the environmental authorisation was issued:

**Pollos Purdon**

Property description

**Erf 3485, Kenton-on-Sea**

(Farm name, portion etc.) Where a large number of properties are involved (e.g. linear activities), please attach a full list to this application as was in the original authorization.

Physical/Street address where authorised activity is taking or will take place:

**Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality**

Certified copy of environmental authorization attached? Y/N

**Y**

If no, please provide reasons

#### 2. Details of the applicant applying for the amendment

Name

**Pollos Purdon**

Trading name (if any):

**N/A**

Contact person:

**N/A**

Physical address:

**42 Kenton Rd, Kenton on Sea**

Postal address:

**42 Kenton Rd, Kenton on Sea**

Postal code:

**6191**

Cell: **+27 (0) 82 373 6635**

Telephone:

**+27 (0) 82 373 6635**

Fax: -

E-mail:

[pollos@houseplanner.co.za](mailto:pollos@houseplanner.co.za)

**Please note that this amendment application includes the transfer of ownership of the current EA from Pollos Purdon to The Barking Fish (Pty) Ltd. The details of The Barking Fish Pty Ltd (the proposed new holder of the Integrated EA) are provided below:**

Name	<b>The Barking Fish (Pty) Ltd</b>		
Trading name (if any):	<b>N/A</b>		
Contact person:	<b>Pollos Purdon</b>		
Physical address:	<b>42 Kenton Rd, Kenton on Sea</b>		
Postal address:	<b>42 Kenton Rd, Kenton on Sea</b>		
Postal code:	<b>6191</b>	Cell:	<b>+27 (0) 82 373 6635</b>
Telephone:	<b>+27 (0) 82 373 6635</b>	Fax:	<b>-</b>
E-mail:	<a href="mailto:pollos@houseplanner.co.za"><b>pollos@houseplanner.co.za</b></a>		

### 3. Details of the Environmental Assessment Practitioner

If an environmental assessment practitioner is being used, name of environmental assessment practitioner:

**Roberto Almanza  
(Habitat Link Consulting (Pty) Ltd)**

Contact person:

**Roberto Almanza**

Postal address:

**117 Cape Road, Mount Croix**

Postal code:

**6001**

Cell:

**082 930 8711**

Telephone:

**-**

Fax:

**-**

E-mail:

[\*\*roberto@habitatlink.co.za\*\*](mailto:roberto@habitatlink.co.za)

Professional affiliation(s)

**EAPASA (Registration Number 2020/2530)**

### 4. Details of landowner

Name of landowner if the person to whom the environmental authorisation has been issued is not the owner:

**The Barking Fish (Pty) Ltd**

Contact person:

**Pollos Purdon**

Postal address:

**42 Kenton Rd, Kenton on Sea**

Postal code:

**42 Kenton Rd, Kenton on Sea**

Cell:

**+27 (0) 82 373 6635**

Telephone:

**+27 (0) 82 373 6635**

Fax:

**-**

E-mail:

[\*\*pollos@houseplanner.co.za\*\*](mailto:pollos@houseplanner.co.za)

Has the owner been informed of this application?

**The current applicant is a director of The Barking Fish (Pty) Ltd, who is the landowner of the property.**

If there is more than one landowner, please attach a list of landowners with their contact details to this application.

### 5. TYPE OF AMENDMENT INDICATION

<b>INDICATE WHETHER PART 1 OR PART 2 AMENDMENT</b>	
<b>PART 1 AMENDMENT -COMPLETE SECTION B AND D</b>	<b>PART 2 AMENDMENT – COMPLETE SECTION C AND D</b>

## SECTION B

### PART 1 AMENDMENT

A Part 1 Amendment is used to apply for the amendment of an Environmental Authorisation where there is no change in the scope of the Environmental Authorisation nor an increase in the level or nature of the impact which impact was initially assessed and considered when application was made for an Environmental Authorisation. A Part 1 Amendment includes updating and changing details of ownership, effecting transfer of rights, correcting a technical or typo-graphical error and extending the validity of a valid Environmental Authorisation.

Describe the amendments that are applied for and an explanation of why the amendments are required in the table below.

Amendment requested	Reason amendment is required																				
<p><b><u>Page 1 of the EA: Environmental Authorisation (front page table)</u></b></p> <p><b>Current Authorisation:</b></p> <table border="1" data-bbox="150 882 1010 1176"> <tr> <td>Authorisation Notice Register Number</td> <td>Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022</td> </tr> <tr> <td>Last Amended</td> <td>Not applicable</td> </tr> <tr> <td>Holder of Authorisation</td> <td>Pollos Purdon</td> </tr> <tr> <td>Location of Activity</td> <td>Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.</td> </tr> <tr> <td>Co-Ordinates of Activity</td> <td>33° 41' 4.329" S, 26° 40' 9.093" E.</td> </tr> </table> <p><b>Proposed Amendment:</b></p> <table border="1" data-bbox="150 1245 1010 1541"> <tr> <td>Authorisation Notice Register Number</td> <td>Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022</td> </tr> <tr> <td>Last Amended</td> <td>Not applicable</td> </tr> <tr> <td>Holder of Authorisation</td> <td><b>The Barking Fish (Pty) Ltd</b></td> </tr> <tr> <td>Location of Activity</td> <td>Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.</td> </tr> <tr> <td>Co-Ordinates of Activity</td> <td>33° 41' 4.329" S, 26° 40' 9.093" E.</td> </tr> </table>	Authorisation Notice Register Number	Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022	Last Amended	Not applicable	Holder of Authorisation	Pollos Purdon	Location of Activity	Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.	Co-Ordinates of Activity	33° 41' 4.329" S, 26° 40' 9.093" E.	Authorisation Notice Register Number	Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022	Last Amended	Not applicable	Holder of Authorisation	<b>The Barking Fish (Pty) Ltd</b>	Location of Activity	Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.	Co-Ordinates of Activity	33° 41' 4.329" S, 26° 40' 9.093" E.	<p>The Barking Fish (Pty) Ltd purchased the property in October 2024 and are herewith the new landowners and prospective owners of the subject development.</p>
Authorisation Notice Register Number	Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022																				
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Co-Ordinates of Activity	33° 41' 4.329" S, 26° 40' 9.093" E.																				
<p><b><u>Page 2 of the EA: Activities and regulations for which authorisation has been granted</u></b></p> <p><b>Current Authorisation:</b></p> <p>By virtue of the powers conferred on it by the National Environmental Management Act, Act 107 of 1998 and the NEMA Environmental Impact Assessment Regulations, 2014 as amended, the Department hereby authorises Pollos Purdon, being the legal or natural person who has applied for this authorisation, with the following contact details:</p> <table border="1" data-bbox="150 1917 916 1989"> <tr> <td>Name</td> <td>Pollos Purdon</td> </tr> <tr> <td>Address</td> <td>N/A</td> </tr> </table>	Name	Pollos Purdon	Address	N/A	<p>As above.</p>																
Name	Pollos Purdon																				
Address	N/A																				

Telephone	082 373 6635	Fax	N/A
Cell	082 373 6635		
Contact Person	Ms Pollos Purdon	E-mail	pollos@houseplanner.co.za

**Proposed Amendment:**

By virtue of the powers conferred on it by the National Environmental Management Act, Act 107 of 1998 and the NEMA Environmental Impact Assessment Regulations, 2014 as amended, the Department hereby authorises **The Barking Fish (Pty) Ltd**, being the legal or natural person who has applied for this authorisation, with the following contact details:

Name	<b>The Barking Fish (Pty) Ltd</b>		
Address	N/A		
Telephone	082 373 6635	Fax	N/A
Cell	082 373 6635		
Contact Person	Ms Pollos Purdon	E-mail	pollos@houseplanner.co.za

**Page 2-6 of the EA: Detailed description of activity**

**(changes marked in red below – fully revised project description included as part of Appendix 5)**

...

The development will consist of ~~29 residential units~~ **13 freehold residential units** of varying sizes (although the SDP indicates 30 units, unit 13 has been omitted thus only 29 units will be provided for), a gatehouse and a boundary wall **fence**. The entire property size is 20 756m<sup>2</sup>. The areas provided for the ~~29 units~~ **comprise 9 835m<sup>2</sup>**, however, the total unit development footprint on those unit areas will be approximately 7 508m<sup>2</sup> or 36.18% of the total site area **no more than 9 835m<sup>2</sup>**, as the entire area provided for each unit will not be fully developed. This development footprint area includes the units, as well as the combined areas for parking, driveways, garages, patios, gardens and pools (as per the **revised** table below). The total development footprint of the units (~~7 508m<sup>2</sup>~~ **up to a maximum of 9 835m<sup>2</sup>**), roads and associated infrastructure (~~2 000m<sup>2</sup> plus 55m<sup>2</sup>~~ **1 450m<sup>2</sup> plus 55m<sup>2</sup>**) will be ~~9 563m<sup>2</sup> or 46.08%~~ **up to a maximum of 11 340m<sup>2</sup> or 54.63%** of the total site area.

The **revised** below table indicates all unit areas:

The developer involved during the EIA process no longer wishes to proceed with the original development proposal. The landowner, The Barking Fish (Pty) Ltd, has thus proceeded to invest in an alternative development proposal, which consists of an exclusive offering and fewer units to be constructed (i.e. 13 units instead of 29).

The units will be freehold and managed via a Home Owners Association. The forest portions will not form part of the individual erven, but will be separate portions falling under the responsibility of the Home Owners Association. The open areas would be 'Private Open Space' and the forest areas would be

ASHWOOD UNIT AREA SUMMARY										
RES STANDS	ERF SIZE (m <sup>2</sup> )	UNIT (m <sup>2</sup> )	PARKING SPACE	GARAGE (m <sup>2</sup> )	DRIVEWAY (m <sup>2</sup> )	PATIO (m <sup>2</sup> )	POOL (m <sup>2</sup> )	PRIVATE OUTDOOR SPACE (m <sup>2</sup> )	TOTAL (m <sup>2</sup> )	TOTAL (%)
1	602	230	2	50	40	30	10	92	452	75,08%
2	607	230	2	50	40	30	10	92	452	74,46%
3	869	350	2	50	38	60	10	140	648	74,57%
4	1 134	500	2	50	37	60	10	200	857	75,57%
5	1 163	500	2	50	37	100	10	200	897	77,13%
6	1 163	500	2	50	24	120	10	200	904	77,73%
7	1 440	670	2	50	22	120	10	268	1 140	79,17%
8	1 157	500	2	50	48	100	10	200	908	78,48%
9	1 152	480	2	50	28	90	10	192	850	73,78%
10	1 189	480	2	50	48	60	10	192	840	70,65%
11	1 157	480	2	50	53	100	10	192	885	76,49%
12	768	300	2	50	40	30	10	120	550	71,61%
14	600	230	2	50	40	30	10	92	452	75,33%
TOTAL INTENDED UNIT DEVELOPMENT FOOTPRINT (m <sup>2</sup> )									9 835	
TOTAL AREA OF ERF 3485 (m <sup>2</sup> )									20 746	
PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)									47,41%	

ASHWOOD ROADS AND SERVICES AREAS SUMMARY										
ROADS	GUARD HOUSE	WWT								
1450	10	45								
TOTAL INTENDED ROADS AND SERVICE AREA FOOTPRINT (m <sup>2</sup> )									1 505	
TOTAL AREA OF ERF 3485 (m <sup>2</sup> )									20 746	
PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)									7,25%	

(larger table provided in Appendix 5).

Internal access roads and landscaped gardens will also form part of the activity. The total development area for internal roads will total ~~2 000m<sup>2</sup>~~ **1450m<sup>2</sup>** with the roads having a width of 5m and will consist of a looped road in and out of the estate, whilst the guard house will be 10m<sup>2</sup> and the area for the waste water treatment plant will be 45m<sup>2</sup>.

...

All effluent will be treated on-site using a Bio-mite treatment plant incorporating a 4-stage treatment process.

...

Site access includes existing vehicular and pedestrian access directly off ~~Westbourne Road, Donkin Drive, Erica Road~~ **Ocean Drive and pedestrian access from Donkin, River Road** and Paisley Road in Kenton-on-Sea.

Solid waste will be collected and disposed of at the licensed municipal landfill site in Port Alfred. With regards to waste water treatment, “the bio-mite 200 **the proposed** system, capable of treating up to 40kl **95kl** of waste water per day will be used for the intended development. This exceeds the daily flow rate estimated to be approximately ~~33.2kl~~ **88.9kl** per day. As indicated in the preceding section, maintenance work would need to be undertaken on an annual basis. This includes de sludging the primary tank. The estimated sludge to be generated by the system is estimated to amount to approximately ~~13kl~~ **6.24kL**. This sludge will be removed and treated by an independent waste removal service provider. The anticipated sludge volumes were calculated based on 40 Kl/day AADD which is roughly 0.012 kl/day. ~~The proposal from Calcamite is that the septic tank size will be 33.5 kl. It is further recommended that the~~

protected within these spaces. There will be no public access or public open space as the entire development will be a gated estate.

The table showing the unit area summary has been updated according to the new layout and motivated by the reasons provided above.

It must be noted that the unit sizes provided for in the revised table (ranging from 230m<sup>2</sup> to 670m<sup>2</sup>) are a vast overestimation of the actual unit size likely to be developed on each property. In reality, the units will be significantly smaller and therefore there would be more private outdoor space. Exact unit sizes will only be determined once each erf is sold and the prospective buyer establishes their preferred design.

Although, the maximum development footprint is presented as 54.63%, it is likely that this would in fact be between 40%-45% once the houses are fully constructed. This proposed change in development footprint will not impact on any of the sensitive forest areas as these remain unchanged from the original approved layout.

The only change to the associated infrastructure is the specific technology

tank be de-sludged when the tank is 700mm from the bottom. For high level calculations this was estimated to be around 30% of the tank size. Estimating the total sludge volume to be 4.38 Kl per year, it is recommended that desludging be done every two years. This is also in line with the minimum requirements as stipulated by Calcamite in their proposal. **An updated proposal has been provided by suitable service provider and is based on the original design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging.**

See below figures showing the project locality and **updated** site development plan:

...



**Figure 2: Updated Site development plan**

(larger image provided in Appendix 5).

**Page 7 of the EA: Duration of authorisation**

**Current Authorisation:**

to be utilised for effluent treatment. An updated proposal has been provided by a suitable service provider and is based on the original Bio-mite design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging. The plant capacity has been upgraded to include for Wet Weather Peaks and will cater for the peak demand times. The scale of the plant will be determined on the final analysis of the Peak Discharge.

The site development plan has been updated and is motivated by the reasons provided above.

The new prospective authorisation holder requires sufficient time to complete the refinement of the technical details

<p><b><u>Page 7 of the EA: Duration of authorisation</u></b></p> <p><b>Current Authorisation:</b>  3.2.4. <i>Clearing of vegetation for the construction of the residential estate and associated infrastructure, as described in Section 2 of this Environmental Authorisation, must commence within a period of 24 (twenty-four) months from the date of issue of this Environmental Authorisation. Should commencement of the activity not occur within this time period, this Environmental Authorisation will be deemed to have lapsed and a new</i></p> <p><b>Proposed Amendment:</b>  3.2.4. <i>Clearing of vegetation for the construction of the residential estate and associated infrastructure, as described in Section 2 of this Environmental Authorisation, must commence within a period of <b>48 (forty-eight)</b> months from the date of issue of this Environmental Authorisation. Should commencement of the activity not occur within this time period, this Environmental Authorisation will be deemed to have lapsed and a new</i></p>	<p>The new prospective authorisation holder requires sufficient time to complete the refinement of the technical details associated with the construction of the proposed development and to undertake the pre-construction conditions of the EA prior it lapsing on 2 June 2025.</p>
<p><b><u>Page 8 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.2.4. <i>The holder of this Environmental Authorisation being Pollos Purdon, shall be responsible for ensuring compliance with the conditions by any person acting on his or her behalf, including but not limited to, an agent, sub-contractor, employee or person rendering a service to the holder of this Environmental Authorisation.</i></p> <p><b>Proposed Amendment:</b>  3.2.4. <i>The holder of this Environmental Authorisation being <b>The Barking Fish (Pty) Ltd</b>, shall be responsible for ensuring compliance with the conditions by any person acting on his or her behalf, including but not limited to, an agent, sub-contractor, employee or person rendering a service to the holder of this Environmental Authorisation.</i></p>	<p>The Barking Fish (Pty) Ltd purchased the property in October 2024 and are herewith the new landowners and prospective owners of the subject development.</p>
<p><b><u>Page 9 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.2.6. <i>Pollos Purdon will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p> <p><b>Proposed Amendment:</b>  3.2.6. <i><b>The Barking Fish (Pty) Ltd</b> will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p>	<p>As above.</p>
<p><b><u>Page 10 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.3.5. <i>Further to Condition 3.3.4, Pollos Purdon, is to compile a detailed record of all Conditions, inclusive of recommendations / mitigatory</i></p>	<p>As above.</p>

<p><i>measures contained in the Final BAR and any specialist studies, in tabular format for inclusion in the Construction phase Environmental Management Programme and / or Operational Phase Environmental Management Programme as applicable.</i></p> <p><b>Proposed Amendment:</b>  3.3.5. <i>Further to Condition 3.3.4, <b>The Barking Fish (Pty) Ltd</b>, is to compile a detailed record of all Conditions, inclusive of recommendations / mitigatory measures contained in the Final BAR and any specialist studies, in tabular format for inclusion in the Construction phase Environmental Management Programme and / or Operational Phase Environmental Management Programme as applicable.</i></p>	
<p><b><u>Page 10 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.3.6. <i>Pollos Purdon will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p> <p><b>Proposed Amendment:</b>  3.3.6. <i><b>The Barking Fish (Pty) Ltd</b> will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p>	<p><b>As above.</b></p>
<p><b><u>Page 10 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.3.6. <i>Pollos Purdon will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p> <p><b>Proposed Amendment:</b>  3.3.6. <i>The Barking Fish (Pty) Ltd will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.</i></p>	<p><b>As above.</b></p>
<p><b><u>Page 12 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b>  3.3.14. <i>Pollos Purdon must appoint a suitably qualified Environmental Control Officer (ECO) prior to the commencement of construction and the name, qualifications and contact details of the ECO to be submitted together with the 14-day notice of commencement contemplated in Condition 3.3.1.</i></p> <p><b>Proposed Amendment:</b>  3.3.14. <i><b>The Barking Fish (Pty) Ltd</b> must appoint a suitably qualified Environmental Control Officer (ECO) prior to the commencement of construction and the name, qualifications and contact details of the ECO to be submitted together with the 14-day notice of commencement contemplated in Condition 3.3.1.</i></p>	<p><b>As above.</b></p>

<p><b><u>Page 12 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b></p> <p>3.3.22. Any non-compliance must be reported to DEDEAT within 48 hours. Provision for penalties and fines is to be made by the ECO for any non-compliance or transgressions, and all contractors and subcontractors are to be held liable, in conjunction with the authorisation holder, Pollos Purdon, and will be required to rectify any damages to the environment on site.</p> <p><b>Proposed Amendment:</b></p> <p>3.3.22. Any non-compliance must be reported to DEDEAT within 48 hours. Provision for penalties and fines is to be made by the ECO for any non-compliance or transgressions, and all contractors and subcontractors are to be held liable, in conjunction with the authorisation holder, <i>The Barking Fish (Pty) Ltd</i>, and will be required to rectify any damages to the environment on site.</p>	<p>As above.</p>
<p><b><u>Page 14 of the EA: Standard conditions and declarations</u></b></p> <p><b>Current Authorisation:</b></p> <p>3.4.4. Pollos Purdon will be held liable in the event of non-compliance with any condition of this Authorisation Notice or any stipulation of the CEMPr and OEMPr by any contractor/worker associated with this activity.</p> <p><b>Proposed Amendment:</b></p> <p>3.4.4. <i>The Barking Fish (Pty) Ltd</i> will be held liable in the event of non-compliance with any condition of this Authorisation Notice or any stipulation of the CEMPr and OEMPr by any contractor/worker associated with this activity.</p>	<p>As above.</p>
<p>For ease of reference, the contact person and contact details for the new proposed authorisation holder are provided below:</p> <p><b>Name: The Barking Fish (Pty) Ltd</b></p> <p><b>Contact Person: Pollos Purdon</b></p> <p><b>Position: Director</b></p> <p><b>Email: pollos@houseplanner.co.za</b></p> <p><b>Phone: +27 (0) 82 373 6635</b></p>	<p>As above.</p>

## SECTION C

### PART 2 AMENDMENT

~~A Part 2 Amendment is used to apply for an amendment of an Environmental Authorisation where the amendment will result in a change of the scope of a valid Environmental Authorisation where such change will result in an increased level or change in the nature of the impact as originally assessed and included in the initial application for Environmental Authorisation.~~

~~When applying for a Part 2 Amendment Regulation 32 of the EIA Regulations 2014 as amended applies. Please note that the process to be followed is similar to the Basic Assessment Process prescribed in Regulation 19 inclusive of Public Participation. The Final Amendment **Report** as contemplated in Regulation 32 (inclusive of any annexures) must be submitted to the competent authority within 90 days of submission of the Application for a Part 2 Amendment.~~

~~Describe the amendments that are applied for and an explanation of why the amendments are required in the table below.~~

Amendment requested	Reason why amendment is required
N/A	

~~If there is insufficient space in the table above the table may be expanded if being completed electronically or attach an extra page.~~

## SECTION D - ENVIRONMENTAL IMPACTS

For a Part 2 Amendment the information contained in the sections below will represent a preliminary indication of such information which are to be verified during the assessment process as contemplated in Regulation 31 of the 2014 EIA Regulations as amended.

1. Describe any negative environmental impacts that may occur if the application is granted. Information on any increases in air emissions, waste generation, discharges to water and impacts of the natural or cultural environment must be included.

**The proposed amendment to the environmental authorisation will not result in any negative environmental or socio-economic impacts, as the sensitivities identified during the original EIA process continue to be avoided.**

If there is insufficient space in the table above the table may be expanded if being completed electronically, or attach an extra page.

2. Describe any negative environmental impacts that may occur if the application is not granted.

**If the application is not granted, the applicant would only be able to develop as per the existing layout, which consists of a higher number of buildings and therefore, potentially, a greater level of construction-related impacts. In terms of the validity of the Environmental Authorisation (EA), if the proposed amendment is not granted, this may result in the lapsing of the EA. The applicant would be required to reapply for an EA, which would have time and cost implications. This is likely to result in unnecessary**

delays in the commissioning of the proposed development and result in the delay of the positive socio-economic benefits of the project.

If there is insufficient space in the table above the table may be expanded if being completed electronically, or attach an extra page and tick the box.

3. Describe any positive environmental impacts that may occur if the application is granted. Information on any reduction in the ecological footprint, air emissions, waste generation and discharges to water must be included.

In terms of development concept, the new layout makes provision for fewer houses and will likely result in increased garden / green areas. Due to fewer houses needing to be constructed, there is potential for fewer construction-related impacts. An updated proposal has been provided in terms of the wastewater treatment and is based on the original Bio-mite design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging.

If the proposed validity extension is granted, the applicant will be provided with sufficient time to complete the development and remain compliant with the conditions of the authorisation. This will result in the realisation of the economic benefits associated with the development.

If there is insufficient space in the table above the table may be expanded if being completed electronically, or attach an extra page and tick the box.

#### 4. Authorisation from other government departments

Are any permissions, licenses or other authorisations required from other departments before the requested amendments can be effected?

NO X

If yes, please complete the table below.

Name of department and contact person	Authorisation required	Authorisation applied for (yes/ no)
N/A		

#### 5. Rights and interests of other parties

Will the rights or interests of other parties be adversely affected by the granting of the application?

NO X

If yes, please describe the parties who may be affected and the manner in which they may be affected in the space below.

N/A

If no, describe why other parties will not be adversely affected in the space below.

There will be no effect on the rights or interests of other parties resulting from granting the amendment, as the overall development size and location remains unchanged and sensitive areas identified during the EIA process will remain undisturbed.

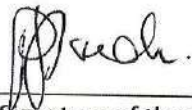
**NOTE:**

The Department is entitled to request further information if it believes it is necessary for the consideration of the application. If the application is for a substantive amendment or if the rights or interests of other parties are likely to be adversely affected, the Department will instruct the applicant to conduct a public participation process and any investigations and assessments that it deems necessary.

**SECTION E: DECLARATION BY APPLICANT FOR AMENDMENT**

I, POLLOS PURDON declare, -

- Am duly authorised to make this application on behalf of the applicant; *(delete if the application is directly made by the applicant)*. Include power of attorney in the event that the application is made on behalf of an applicant.
- Apply for the amendment(s) of the integrated environmental authorisation referred to in Section A
- Declare that the information in this application form, including any attachment, is not false or misleading in any manner.



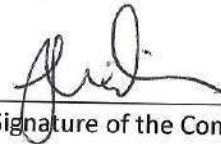
Signature of the applicant and position if the applicant is a legal entity:

THE BARKING FISH (PTY) LTD

Name of company:

15 / 01 / 2025

Date:



Signature of the Commissioner of Oaths:

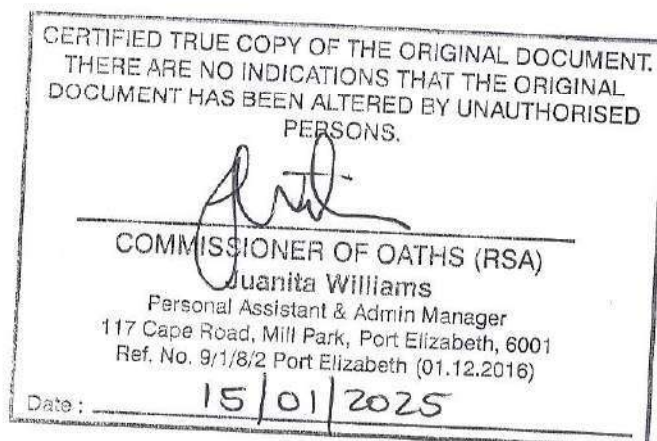
15 / 01 / 2025

Date:

Personal Assistant & Admin Manager

Designation:

Official stamp (below):



By resolution of the Board of Directors of the Company taken on 15 January ~~2024~~ 2025

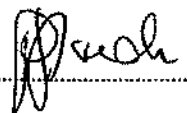
**MS POLLOS PURDON**

has been duly authorised to sign all documents in connection with  
**PART 1 AMENDMENT APPLICATION: PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE  
NDLAMBE LOCAL MUNICIPAL AREA.**

and has been confirmed as the contact person to reflect on the Environmental Authorisation (Ref No:  
EC05/C/LN1/27/53-2022)

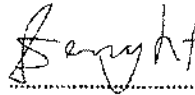
on behalf of The Barking Fish (Pty) Ltd

SIGNED ON BEHALF OF  
The Barking Fish (Pty) Ltd



NAME: POLLOS PURDON

SIGNED ON BEHALF OF  
The Barking Fish (Pty) Ltd



NAME: SUZANNE SIEV WRIGHT

SIGNED ON BEHALF OF  
The Barking Fish (Pty) Ltd



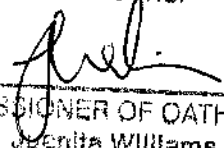
NAME: CLACE LINDSAY

SIGNED ON BEHALF OF  
The Barking Fish (Pty) Ltd



NAME: Heidi Andrews Kay

IN THEIR CAPACITY AS:

  
COMMISSIONER OF OATHS (RSA)

Directors

DATE:

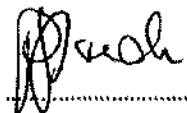
Jerrita Williams  
Personal Assistant & Admin Manager  
117 Cape Road, Mill Park, Port Elizabeth, 6001  
Ref. No. 9:1:8:2 Port Elizabeth (01.12.2016)

15 / 01 / 2025

Date:

07/02/2025

SIGNATURE OF SIGNATORY:



Ms Pollos Purdon

As witnesses:

1.



2.



Regional Manager: Environmental Affairs  
Dept of Economic Development & Environmental Affairs  
Private Bag X 5001  
Greenacres  
6057

27 November 2024

Dear Sir/Madam

**RE: APPLICATION FOR AMENDMENT TO ENVIRONMENTAL AUTHORISATION – TRANSFER OF THE ENVIRONMENTAL AUTHORISATION FOR THE PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA**

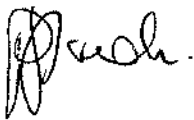
**DEDEAT REF: EC05/C/LN1/27/53-2022**

The Environmental Authorisation (EA) for the abovementioned project was granted on 2 June 2023 (EC05/C/LN1/27/53-2022). The existing EA holder, **Ms Pollos Purdon**, wishes to transfer holdership of the EA to **The Barking Fish (Pty) Ltd**.

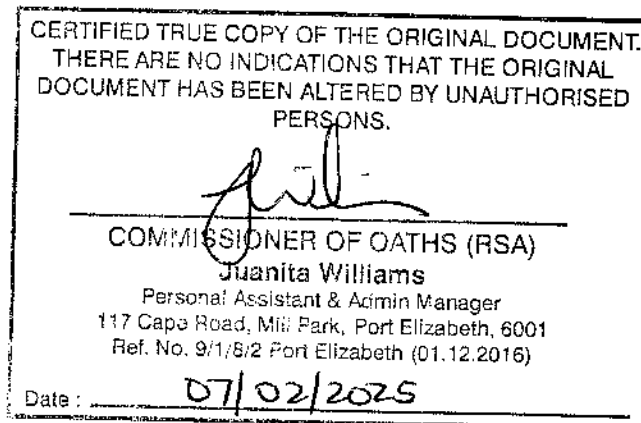
This letter serves to confirm to the Department that the current holder of the EA (DEDEAT Ref No. EC05/C/LN1/27/53-2022), **Ms Pollos Purdon**, is willing to relinquish all rights, responsibilities, requirements and conditions relating to the EA to following applicant:

**The Barking Fish (Pty) Ltd**  
42 Kenton Road  
Kenton on Sea  
6191  
Company Registration Number: 2024/077035/07

Best regards



Pollos Purdon



Regional Manager: Environmental Affairs  
Dept of Economic Development & Environmental Affairs  
Private Bag X 5001  
Greenacres  
6057

27 November 2024

Dear Sir/Madam

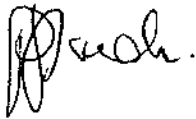
**RE: APPLICATION FOR AMENDMENT TO ENVIRONMENTAL AUTHORISATION – RESPONSIBILITY TO COMPLY WITH THE ENVIRONMENTAL AUTHORISATION FOR THE PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA**

**DEDEAT REF: EC05/C/LN1/27/53-2022**

The Environmental Authorisation (EA) for the abovementioned project was granted on 2 June 2023 (EC05/C/LN1/27/53-2022). The existing EA holder, **Ms Pollos Purdon**, wishes to transfer holdership of the EA to **The Barking Fish (Pty) Ltd**, who is willing to accept responsibility for all the conditions outlined in the EA. An amendment is currently being applied for in terms of the National Environmental Management Act (NEMA) 2014 Environmental Impact Assessment (EIA) Regulations (as amended).

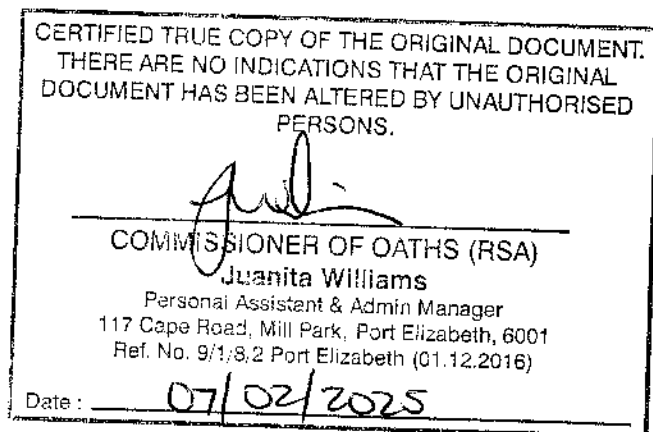
This letters serves to confirm to the Department that, as the new holder of the EA (DEDEAT Ref No. EC05/C/LN1/27/53-2022), **The Barking Fish (Pty) Ltd undertakes to abide by the EA conditions.**

Best regards



Pollos Purdon  
Director

The Barking Fish (Pty) Ltd  
Reg No: 2024/077035/07  
42 Kenton Road  
Kenton on Sea  
6191



## **F. CHECKLIST**

To ensure that all information that the Department needs to be able to process this application, please check that:

- Where requested, supporting documentation has been attached (please check No 13 in section A);
- All relevant sections of the form have been completed; and
- The form has been signed by the holder of the authorization

# Appendix 1

Proof of payment.



## Absa Online: Notice of payment

05 February 2025

Dear DEDEAT

### Subject: Notice of payment: DEDEAT

Please be advised that HABITAT LINK CONSULTING (PTY) LTD made a payment to your account as indicated below.

Transaction number:	80839FFF86-10
Payment date:	2025-02-05
Payment made by:	HABITAT LINK CONSULTING (PTY) LTD
Payment made to:	DEDEAT
Beneficiary's bank name:	ABSA BANK
Beneficiary's account number:	4100215145
Bank branch code:	632005
For the amount of:	2,000.00
Immediate interbank payment :	N
Reference on beneficiary statement:	SB/Amend/53-2022/HLC
Additional comments by payer:	-

**View your account to confirm that you have received this payment as the following apply to Absa Online payments into non-Absa bank accounts.**

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day but may not be credited to the beneficiary's bank account at the same time.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or public holiday will be credited to the account by midnight of the first following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (international calls).

If you have made an incorrect internet banking payment, please send an email to [digital@absa.co.za](mailto:digital@absa.co.za)

Yours sincerely

**General Manager: Digital Channels**

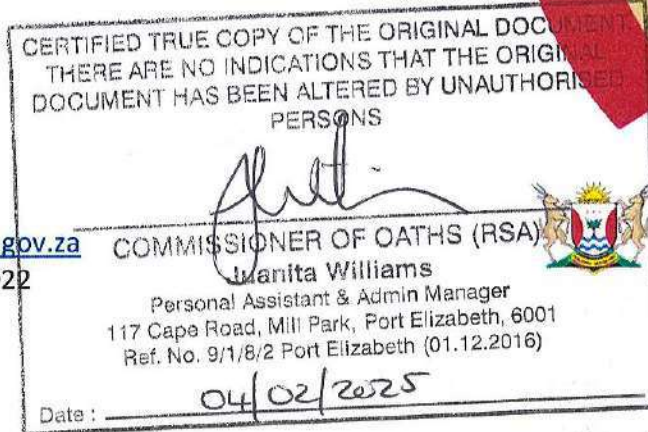
This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.

# Appendix 2

Certified copy of Environmental Authorisation.

Nicole Gerber  
041 508 5844  
073 022 9765  
[nicole.gerber@dedea.gov.za](mailto:nicole.gerber@dedea.gov.za)  
Ref: EC05/C/LN1/27/53-2022

Pollos Purdon  
Kenton-on-Sea  
6191



Province of the  
**EASTERN CAPE**  
ECONOMIC DEVELOPMENT,  
ENVIRONMENTAL AFFAIRS & TOURISM

Attention: Ms Pollos Purdon

E-mail: [pollos@houseplanner.co.za](mailto:pollos@houseplanner.co.za)

**APPLICATION FOR AUTHORISATION IN TERMS OF SECTION 24 OF THE NATIONAL ENVIRONMENTAL MANAGEMENT ACT, ACT 107 OF 1998 TO UNDERTAKE A LISTED ACTIVITY AS SCHEDULED IN THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014, AS AMENDED: PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA.**

1. With reference to the above-mentioned application (Reference number EC05/C/LN1/27/53-2022), please be advised that **the Department has decided to grant authorisation. The Environmental Authorisation and reasons for the decision are attached herewith.**
2. In terms of Regulation 4(2) of the Environmental Impact Assessment Regulations, 2014, as amended, you are instructed to notify all registered interested and affected parties, in writing and within fourteen (14) days of the date of the Department's decision in respect of your application.
3. The written notification referred to above must –
  - 3.1. Specify the date on which the Environmental Authorisation was issued;
  - 3.2. Inform interested and affected parties of the appeal procedure provided for in terms of the National Appeal Regulations, 2014, as contained in GN R. 993 of 08 December 2014; and
  - 3.3. Advise interested and affected parties that a copy of the Environmental Authorisation and reasons for the decision will be furnished on request.
4. In the event that an appeal is lodged, copies of such appeal must be served on the applicant (if not the appellant), all registered interested and affected parties as well as juristic state departments (organ of state with interest in the matter) within 20 days of having been notified in accordance with the requirements stipulated in paragraphs 2 and 3.

*Only appeals on environmental grounds can be considered. All appeals should be accompanied by relevant supporting documentation.*
5. An appeal against the decision contained in this Authorisation must be submitted in writing to the MEC for Economic Development, Environmental Affairs and Tourism (hereinafter referred to as "the MEC") in terms of Regulation 4(1) of the Appeal Regulations, 2014 and within twenty (20) days after the appellant has been notified in terms of paragraphs 2 and 3 of the decision.

**ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM**

CHIEF DIRECTORATE: ENVIRONMENTAL AFFAIRS

6. An Appeal Submission must be made on a form obtainable from the Department Appeal Administrator and/or the Departmental website on [www.dedea.gov.za](http://www.dedea.gov.za) or relevant Regional Office.
7. The Appellant must also submit a copy of the appeal to the regional office that processed the application.
8. The address to which the originals of such appeal and any other documents pertaining to the appeal must be mailed is outlined below. Please note that originals may also be delivered per hand or courier.

Department	Economic Development, Environmental Affairs & Tourism
Attention	General Manager: Environmental Affairs
Postal Address	Private Bag X0054, <b>BHISHO</b> , 5605
Hand delivery	Old Safety and Liaison Building (Global Life Complex) opposite Engen Garage, Bhisho
In order to facilitate efficient administration of appeals <b>copies</b> of any appeal and supporting documentation must also be submitted as follows:	
Appeal Administrator: Mr S. Gqalangile	<a href="mailto:Siyabonga.Gqalangile@dedea.gov.za">Siyabonga.Gqalangile@dedea.gov.za</a>
Administrative assistant: Ms P. Gxala	<a href="mailto:Phumeza.Gxala@dedea.gov.za">Phumeza.Gxala@dedea.gov.za</a>

9. In the event that an appeal is lodged with regard to this Authorisation, the listed activities described in this Authorisation may not commence prior to the resolution of the appeal and prior to the Department's written confirmation of compliance with all conditions that must be met before construction can commence, whichever event is the latter.




**DAYALAN GOVENDER**  
**DEPUTY DIRECTOR: ENVIRONMENTAL AFFAIRS**  
**SARAH BAARTMAN/NMB REGION**  
**DATE:** 02 June 2023

**CC:** Mr Warren Lange, Hort-Couture  
P.O. Box 2206, Port Alfred  
6170  
**E-mail:** [warren@hortcouture.co.za](mailto:warren@hortcouture.co.za)

CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT  
THERE ARE NO INDICATIONS THAT THE ORIGINAL  
DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED  
PERSONS.

Nicole Gerber  
041 508 5844  
073 022 9765  
[nicole.gerber@dedea.gov.za](mailto:nicole.gerber@dedea.gov.za)  
Ref: EC05/C/LN1/27/53-2022

  
COMMISSIONER OF OATHS (RSA)  
Juanita Williams  
Personal Assistant & Admin Manager  
117 Cape Road, Mill Park, Port Elizabeth, 6001  
Ref. No. 9/1/8/2 Port Elizabeth (01.12.2016)



Province of the  
**EASTERN CAPE**  
ECONOMIC DEVELOPMENT,  
ENVIRONMENTAL AFFAIRS & TOURISM

Date: 04/02/2025

## Environmental Authorisation

<b>AUTHORISATION NOTICE REGISTER NUMBER</b>	Provincial Reference Number: EC05/C/LN1/27/53-2022 NEAS Reference: ECP/EIA/0001323/2022
<b>LAST AMENDED</b>	Not applicable
<b>HOLDER OF AUTHORISATION</b>	Pollos Purdon
<b>LOCATION OF ACTIVITY</b>	Erf 3485, Kenton-on-Sea, within the Ndlambe Municipality.
<b>CO-ORDINATES OF ACTIVITY</b>	33° 41' 4.329" S, 26° 40' 9.093" E.

### DEFINITIONS:

The following definitions are applicable to this Environmental Authorisation:

"Audit" – as used in the context of this Environmental Authorisation refers to an audit of compliance with conditions contained in this Environmental Authorisation and the requirements/stipulations of a Construction and/or Operational Environmental Management Programme and not to an Environmental Audit undertaken in terms of an accredited environmental management system by a certified environmental management systems auditor.

"CEMPr" – Construction Environmental Management Programme.

"Commencement" – Any physical activity on site that can be viewed as associated with the development and construction of the residential estate, as described under Section 2 of this Environmental Authorisation, inclusive of initial site preparation.

"DFFE" – The Department of Forestry, Fisheries and the Environment.

"EIA Regulations" – These are the 2014 Environmental Impact Assessment Regulations as amended and published in Government Notice R326 of 7 April 2017 in terms of Chapter 5 of the National Environmental Management Act, Act 107 of 1998 as amended.

"EMPr" – Environmental Management Programme, titled "Final Environmental Management Programme: The Proposed Development and Construction of a Lifestyle Estate on Erf 3485, Kenton-on-Sea, within the local Ndlambe Municipality, in the Eastern Cape Province", dated February 2023 and included in the consultants FBAR as Appendix F.

"FBAR" - Final Basic Assessment Report titled "Final Basic Assessment Report - The Proposed Development and Construction of a Lifestyle Estate on Erf 3485, Kenton-on-Sea, within the local

Ndlambe Municipality, in the Eastern Cape Province", dated February 2023 and received on 13 February 2023, compiled by Hort-Couture.

"NEMBA" – National Environmental Management: Biodiversity Act, Act 10 of 2004.

"NFA" – National Forests Act, Act 84 of 1998 (and any amendments thereto).

"NLM" – Ndlambe Local Municipality.

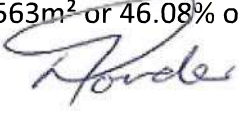
"The Department" – The Eastern Cape Department of Economic Development, Environmental Affairs and Tourism.

**2. Activities and regulations for which authorisation has been granted**

By virtue of the powers conferred on it by the National Environmental Management Act, Act 107 of 1998 and the NEMA Environmental Impact Assessment Regulations, 2014 as amended, the Department hereby authorises Pollos Purdon, being the legal or natural person who has applied for this authorisation, with the following contact details:

<b>Name</b>	Pollos Purdon		
<b>Address</b>	N/A		
<b>Telephone</b>	082 373 6635	<b>Fax</b>	N/A
<b>Cell</b>	082 373 6635		
<b>Contact</b>	Ms Pollos Purdon	<b>E-mail</b>	<a href="mailto:pollos@houseplanner.co.za">pollos@houseplanner.co.za</a>

To undertake the following activity (hereafter referred to as "the activity"), in terms of the scheduled activities or activities listed in the table below:

<b>Detailed description of activity (as extracted from the FBAR)</b>
<p>The proposed activity entails the development and construction of a lifestyle estate to be known as Ashwood Estate on Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality in the Eastern Cape.</p> <p>The development will consist of 29 residential units of varying sizes (although the SDP indicates 30 units, unit 13 has been omitted thus only 29 units will be provided for), a gatehouse and a boundary wall. The entire property size is 20 756m<sup>2</sup>. The areas provided for the 29 units comprise 10 118m<sup>2</sup>, however, the total unit development footprint on those unit areas will be approximately 7 508m<sup>2</sup> or 36.18% of the total site area, as the entire area provided for each unit will not be fully developed. This development footprint area includes the units, as well as the combined areas for parking, driveways, garages, patios, gardens and pools (as per the table below). The total development footprint of the units (7508m<sup>2</sup>), roads and associated infrastructure (2000m<sup>2</sup> plus 55m<sup>2</sup>) will be 9 563m<sup>2</sup> or 46.08% of the total site area.</p>  <p>The below table indicates all unit areas:</p>

**ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS AND TOURISM**

CHIEF DIRECTORATE: ENVIRONMENTAL AFFAIRS

**ASHWOOD UNIT AREAS SUMMARY**

UNIT	Area	Unit (m2)	Parking (m2)	Garage (m2)	Driveway (m2)	Patio (m2)	Pool (m2)	Allocated landscape Garden area (m2)	Total (m2)	Total (%)
1	224	88,67	2,00	-	31,29	16,25	10,00	19,49	167,70	74,87%
2	238	88,67	2,00	-	31,29	16,25	10,00	19,49	167,70	70,46%
3	273	88,67	2,00	-	34,52	15,75	10,00	22,91	173,85	63,68%
4	225	88,67	2,00	-	23,79	15,00	10,00	20,68	160,14	71,17%
5	229	88,67	2,00	-	17,79	15,00	10,00	20,68	154,14	67,31%
6	229	88,67	2,00	-	17,79	15,00	10,00	20,68	154,14	67,31%
7	377	132,92	2,00	26,48	18,61	23,50	10,00	51,00	264,51	70,16%
8	377	132,92	2,00	26,48	18,61	23,50	10,00	51,00	264,51	70,16%
9	442	160,75	3,00	46,31	30,12	60,93	10,00	31,72	342,83	77,56%
10	477	144,78	3,00	45,13	52,04	38,06	10,00	40,08	333,09	69,83%
11	451	115,41	3,00	43,20	31,39	23,53	10,00	77,14	303,67	67,33%
12	613	158,99	3,00	45,13	45,30	38,06	10,00	55,13	355,61	58,01%
14	370	126,12	2,00	26,48	56,43	23,53	10,00	54,51	299,07	80,83%
15	355	126,12	2,00	26,48	56,43	23,53	10,00	49,76	294,32	82,91%
16	359	126,12	2,00	26,48	56,43	23,53	10,00	49,76	294,32	81,98%
17	370	126,12	2,00	26,48	56,43	23,53	10,00	49,76	294,32	79,55%
18	373	112,00	2,00	26,48	53,43	23,53	10,00	52,83	280,27	75,14%
19	232	88,67	2,00	-	31,29	16,25	10,00	19,49	167,70	72,28%
20	238	88,67	2,00	-	31,29	16,25	10,00	19,49	167,70	70,46%
21	238	88,67	2,00	-	31,29	16,25	10,00	19,49	167,70	70,46%
22	243	88,67	2,00	-	29,73	16,25	10,00	39,05	185,70	76,42%
23	317	134,41	2,00	26,48	25,61	23,53	10,00	60,74	282,77	89,20%

24	360	126,12	2,00	26,48	28,61	23,53	10,00	52,14	268,88	74,69%
25	360	126,12	2,00	26,48	28,61	23,53	10,00	52,14	268,88	74,69%
26	377	126,12	2,00	26,48	33,60	23,53	10,00	54,73	276,46	73,33%
27	438	126,12	2,00	26,48	33,60	23,53	10,00	60,89	282,62	64,53%
28	561	196,34	3,00	44,21	39,37	85,56	10,00	43,02	421,50	75,13%
29	553	198,63	3,00	44,21	39,37	85,56	10,00	43,02	423,79	76,63%
30	457	131,77	3,00	41,46	18,86	61,42	10,00	24,44	290,95	63,67%

**Total intended unit development footprint (m2)** 7508,84

**Total Area of Erf 3485 (m2)** 20 756

**Percentage of Total Unit development footprint (%)** 36,18%

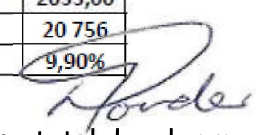
**ASHWOOD ROADS AND SERVICE AREAS SUMMARY**

Roads	2000								2000,00	9,64%
Guard house	10								10,00	0,05%
WWT	45								45,00	0,22%

**Total intended roads and service areas footprint (m2)** 2055,00

**Total Area of Erf 3485 (m2)** 20 756

**Percentage of Total Unit development footprint (%)** 9,90%



Internal access roads and landscaped gardens will also form part of the activity. The total development area for internal roads will total 2 000m<sup>2</sup> with the roads having a width of 5m, whilst the guard house will be 10m<sup>2</sup> and the area for the waste water treatment plant will be 45m<sup>2</sup>. Roadways will incorporate stormwater management designed by qualified engineers. The FBAR further indicates that "Bulk power supply will be sourced from the municipal supply (Eskom), with an off-grid power augmentation option

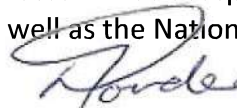
for prospective homeowners. **Water supply will be sourced from the bulk municipal supply with additional augmentation from rainwater tanks** as well as treated effluent from the waste water treatment plant, where treated water will primarily be used for irrigation purposes. All effluent will be treated on-site using a Bio-mite treatment plant incorporating a 4-stage treatment process. It will be required to route the main effluent pipe feeding into the waste water treatment plant through the forest area where care will be taken to maintain all existing trees with minimal disturbance to tree roots from shallow excavations by hand. The proposed activity will adhere to all National Building Regulations and Local planning By-Laws.”

The layout has been adjusted based on studies conducted and comments obtained from DFFE. The site was “mapped in terms of vegetation sensitivity as it was found that two main vegetated areas with forest features exist, namely along the Southern boundary and a section on the Western boundary. Sensitivity mapping included a 5m buffer zone in order to protect such species present intact and undisturbed. It is further aimed at retaining tree species taller than 1.8m in height where possible.”

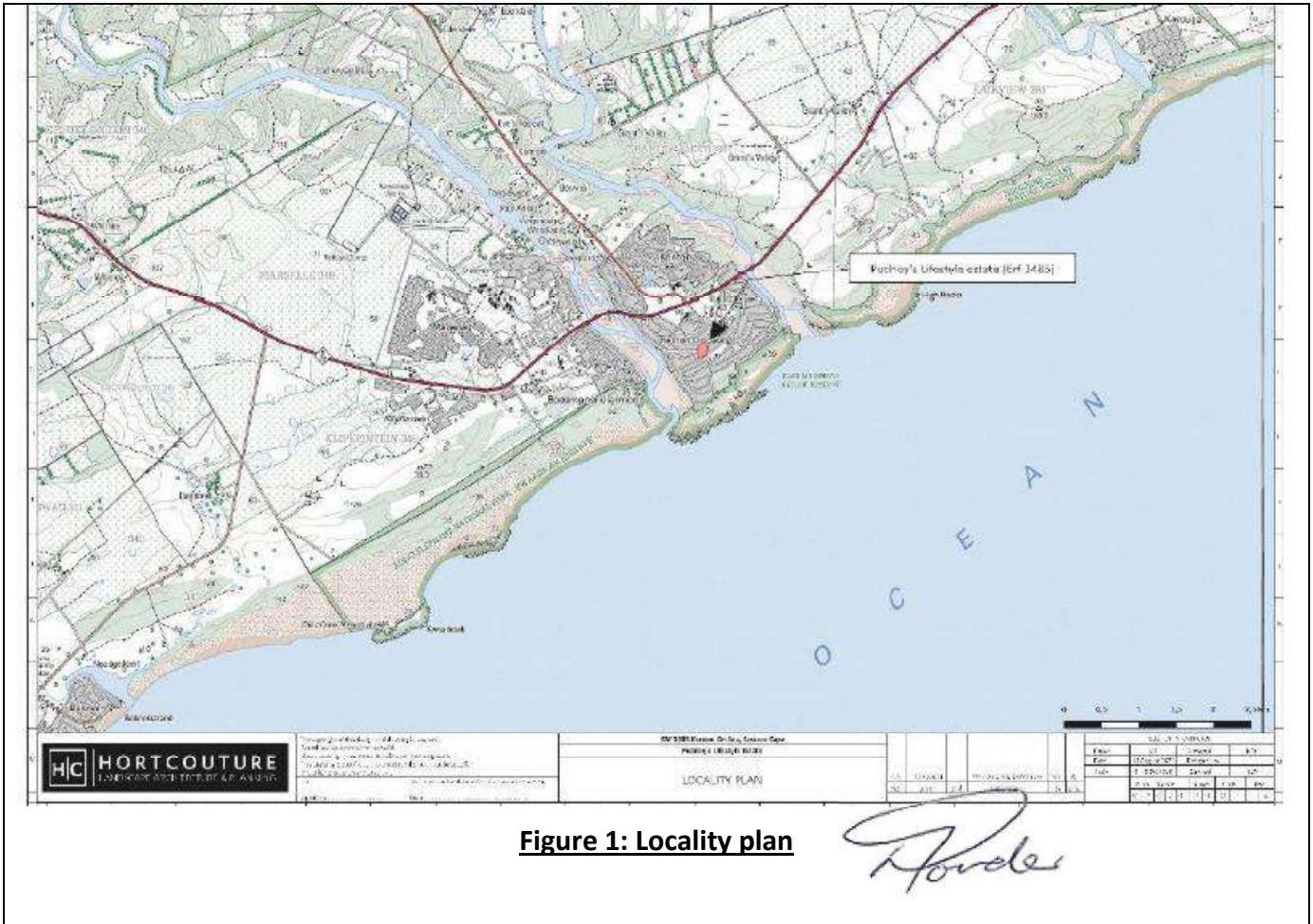
Site access includes existing vehicular and pedestrian access directly off Westbourne Road, Donkin Drive, Erica Road and Paisley Road in Kenton-on-Sea.

Solid waste will be collected and disposed of at the licensed municipal landfill site in Port Alfred.

With regards to waste water treatment, “the bio-mite 200 system, capable of treating up to 40kl of waste water per day will be used for the intended development. This exceeds the daily flow rate estimated to be approximately 33.2kl per day. As indicated in the preceding section, maintenance work would need to be undertaken on an annual basis. This includes de-sludging the primary tank. The estimated sludge to be generated by the system is estimated to amount to approximately 13kl. This sludge will be removed and treated by an independent waste removal service provider. The anticipated sludge volumes were calculated based on 40 Kl/day AADD which is roughly 0.012 kl/day. The proposal from Calcamite is that the septic tank size will be 33.5 kl. It is further recommended that the tank be de-sludged when the tank is 700mm from the bottom. For high level calculations this was estimated to be around 30% of the tank size. Estimating the total sludge volume to be 4.38 Kl per year, it is recommended that desludging be done every **two years**. This is also in line with the minimum requirements as stipulated by Calcamite in their proposal. All sludge removed from the waste water treatment system will be removed by an appointed service provider (to be appointed) and discharged at a registered treatment and receiving facility. Such appointment will require the service provider to submit written evidence and acknowledgement by the registered receiving facility that such waste will be accepted and treated under the National Environmental Management Waste Act of 2008 as well as the National Water Act of 1998.”



See below figures showing the project locality and site development plan:



**Figure 1: Locality plan**



<b>Listed Activities triggered in terms of the NEMA EIA Regulations 2014 as amended, as contained in the application form:</b>	
LN 1: GN R. 327 – 27	The clearance of an area of 1 hectare or more, but less than 20 hectares of indigenous vegetation, except where such clearance of indigenous vegetation is required for—  (i) the undertaking of a linear activity; or  (ii) maintenance purposes undertaken in accordance with a maintenance management plan.

At the locality defined in the Table below, and hereafter referred to as “the property”:

<b>District</b>	Sarah Baartman
<b>Municipal Area</b>	Ndlambe Local Municipality
<b>Farm Name</b>	N/A
<b>Farm Number and Portion</b>	N/A
<b>Erf Number and Township Extension or Suburb</b>	Erf 3485, Kenton-on-Sea
<b>Co-ordinates – Centre point of the site</b>	33° 41' 4.329" S, 26° 40' 9.093" E.
<b>Physical address</b>	Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality.

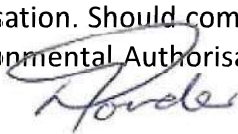
**This Environmental Authorisation is granted subject to the conditions set out below.**

### 3. Conditions

*The Department of Economic Development, Environmental Affairs and Tourism may from time to time review this Environmental Authorisation and on good grounds and after written notice to the holder thereof, suspend or amend such Environmental Authorisation.*

#### 3.1. Duration of authorisation

- 3.1.1. Clearing of vegetation for the construction of the residential estate and associated infrastructure, as described in Section 2 of this Environmental Authorisation, must commence within a period of 24 (twenty-four) months from the date of issue of this Environmental Authorisation. Should commencement of the activity not occur within this time period, this Environmental Authorisation will be deemed to have lapsed and a new




application for Environmental Authorisation must be submitted to the Department should the applicant wish to proceed with the development.

- 3.1.2. Construction to be completed within a period of 60 (sixty) months from the date of commencement.
- 3.1.3. An application for the amendment of the Environmental Authorisation to extend the validity thereof may be submitted to the Department on condition that the Environmental Authorisation is valid on the date of receipt of such amendment application. If no such request for amendment is received prior to the expiry of this Environmental Authorisation, the Environmental Authorisation will be deemed to have lapsed.
- 3.1.4. On receipt of any such application for amendment, the Department reserves the right to request such information as it may deem necessary to consider the application for amendment which may include but not limited to:
  - 3.1.4.1. An updated EMP; and
  - 3.1.4.2. Such public participation process as may be deemed necessary at the time of the application for extension.
- 3.1.5. Conditions relating to the operation of the project are valid in perpetuity.

### **3.2. Standard conditions and declarations**

- 3.2.1. Authorisation is subject to the conditions contained in this Environmental Authorisation which conditions form part of the Environmental Authorisation and are binding on the holder thereof.
- 3.2.2. This Environmental Authorisation applies only to the activities and property described therein.
- 3.2.3. This Environmental Authorisation does not negate the holder thereof of his/her responsibility to **comply with any other statutory requirements** that may be applicable to the undertaking of the activity, including but not limited to:
  - 3.2.3.1. The National Forests Act, Act 84 of 1998 (and any amendments thereto).;
  - 3.2.3.2. The National Environmental Management: Biodiversity Act, Act 10 of 2004;
  - 3.2.3.3. The Provincial Nature Conservation Ordinance, Ordinance 19 of 1974;
  - 3.2.3.4. The National Water Act, Act 36 of 1998;
  - 3.2.3.5. The National Heritage Resources Act, Act No. 25 of 1999;
  - 3.2.3.6. The National Environmental Management Waste Act, Act No. 59 of 2008;
  - 3.2.3.7. The Occupational Health and Safety Act, Act 85 of 1993; and
  - 3.2.3.8. Municipal Building Regulations and By-Laws.
- 3.2.4. The holder of this Environmental Authorisation being Pollos Purdon, shall be responsible for ensuring compliance with the conditions by any person acting on his or her behalf, including but not limited to, an agent, sub-contractor, employee or person rendering a service to the holder of this Environmental Authorisation.

- 3.2.5. Should any environmental damage be detected, that in the opinion of this Department, is the result of the development, then the applicant shall be required to make good that damage to the satisfaction of the said authority at his/her own expense, this without limiting the generality of the provisions of Section 28 of the National Environmental Management Act, Act 107 of 1998.
- 3.2.6. Pollos Purdon will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.
- 3.2.7. In the event of any dispute as to what constitutes environmental damage, this Department's opinion will prevail.
- 3.2.8. This Department reserves the right to impose additional conditions or requirements on the applicant in respect of impacts identified during the EIA process, or withdraw this authorisation, in the event that such impacts exceed its significance as predicted in the consultant's FBAR and supporting documentation referenced in Section 4.1 of this Environmental Authorisation.
- 3.2.9. **This authorisation applies strictly to the project description as outlined in Section 2 of this Authorisation read together with the Final BAR. Should the applicant wish to amend any component or aspect of the project hereby authorised, then approval will be required from this Department. The Department will advise what information is required as well as the process that must be followed in order to apply for an amendment to this Environmental Authorisation or, if needed, for authorisation in terms of the applicable EIA regulations promulgated in terms of the National Environmental Management Act, Act 107 of 1998.**
- 3.2.10. This Environmental Authorisation is issued to the applicant described above. Should the applicant wish to transfer this Environmental Authorisation to another person (whether legal or natural), such transfer is to be affected by means of an amendment to the Environmental Authorisation. Such amendment to be applied for in terms of the relevant provisions contained in the EIA Regulations that may be applicable at the time.
- 3.2.11. This Environmental Authorisation must be made available to any interested and affected party who has registered their interest in the proposed development. The applicant is responsible for ensuring that a copy of this Environmental Authorisation is given to any such interested and affected party including the neighbouring landowners within 14 (fourteen) days of receiving this Environmental Authorisation.
- 3.2.12. **This Environmental Authorisation or a certified copy thereof, must be kept on site at all times during construction.** Such must be produced to any authorised official of the Department who requests to see it and must be made available for inspection by any employee or agent of the holder of the authorisation who works or undertakes work at the site.
- 3.2.13. **Where any of the applicant's contact details change, including the name of the responsible person, the physical or postal address and/or telephonic details, the applicant must notify the Department as soon as the new details become known to the applicant.**



- 3.2.14. In all cases, the holder of the Environmental Authorisation must notify the Department, in writing, within 30 days if a condition of this authorisation is not adhered to. Any notification in terms of this condition must be accompanied by reasons for the non-compliance.
- 3.2.15. Non-compliance with a condition of this Environmental Authorisation may result in criminal prosecution or other actions provided for in the National Environmental Management Act, Act 107 of 1998 and the regulations.

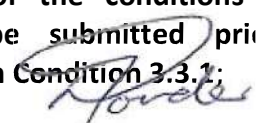
**3.3. Project - specific conditions in relation to the design and construction phase**

- 3.3.1. Fourteen days' written notice must be given to the Department that the activity will commence. Commencement for the purposes of this condition includes site preparation. The notice must include a date on which it is anticipated that the activity will commence as well as a report indicating to what extent pre-commencement conditions have been complied with.
- 3.3.2. A final layout plan must be submitted to the Department for approval prior to commencement of the activity, which includes the detailed design drawings for the construction of the associated infrastructure, based on the Site Development Plan included in the FBAR with Drawing No. PLE-A-E100\_G, dated 11 October 2022. All development areas must be within the thicket areas of the site and the No-Go areas, as per Condition 3.3.7 below, must be clearly shown, as well as the boundaries of the buffer areas. The **buffer areas for the forest portions must equal 5 metres**, as per the recommendation by Dr Grobler in the Vegetation Survey Report included in the FBAR, **and the boundary buffer must be 4 metres**.
- 3.3.3. Construction of the residential estate and associated infrastructure must adhere to the activity description as described in Section 2 of this Environmental Authorisation and as depicted in the layout plan that are to be approved by the Department in terms of Condition 3.3.2.
- 3.3.4. Any recommendations / mitigatory measures contained in the FBAR and its appendixes and not explicitly covered under the conditions contained in this Environmental Authorisation, are regarded as conditions in terms of this Environmental Authorisation. In the event that any such recommendation / mitigatory measure is contradictory to a condition contained in this Environmental Authorisation, such condition will be deemed to take precedence.
- 3.3.5. Further to Condition 3.3.4, Pollos Purdon, is to compile a detailed record of all Conditions, inclusive of recommendations / mitigatory measures contained in the Final BAR and any specialist studies, in tabular format for inclusion in the Construction phase Environmental Management Programme and / or Operational Phase Environmental Management Programme as applicable.
- 3.3.6. Pollos Purdon will be held liable in the event of non-compliance by any contractor and/or subcontractor involved in this activity.
- 3.3.7. Prior to commencement of construction, the site boundary of the residential estate and the associated infrastructure must be clearly demarcated. The 5 metre buffer areas for the forest portions, as well as the 4 metre boundary buffer, must be clearly demarcated and labelled as "No-Go" areas. Any disturbance and all construction activities must be confined to the development areas only. All construction material and machinery, stockpile areas,

and the site camp and laydown area are to be located within the demarcated activity zone. No activities, stockpiling, vehicle movement, or dumping may take place outside of the demarcated activity zone.

- 3.3.8. The development design to incorporate the following to reduce water demand:
- 3.3.8.1. Water-efficient fixtures such as low-flow toilet cisterns, low flow showerheads or taps; and
  - 3.3.8.2. The provision of rainwater tanks, with at least 10 Kℓ storage, to be provided for each residential unit.
- 3.3.9. The development design to incorporate the installation and use of alternative energy sources where possible, such as solar geysers, solar panels, compact fluorescent or LED lighting.
- 3.3.10. A dedicated CEMPr to be compiled, submitted to and approved by the Department prior to the commencement of construction. In this regard sections of the Draft Environmental Management Programme (EMPr) contained in Appendix F of the Final BAR compiled by Hort Couture that deals specifically with construction can be used as a framework. The CEMPr is to include, amongst others:
- 3.3.10.1. Applicable conditions contained in this Environmental Authorisation;
  - 3.3.10.2. General principles of environmental management as applicable to construction activities including environmental best practice, erosion prevention and control, minimization of dust, etc.;
  - 3.3.10.3. All mitigation measures and recommendations as contained in the FBAR and the specialist reports, as well as the comments from DFFE;
  - 3.3.10.4. An alien invasive vegetation management plan;
  - 3.3.10.5. A stormwater management plan;
  - 3.3.10.6. Any fauna or avi-fauna on site is to remain undisturbed as far as possible, except in search and rescue relocations, and shall not be trapped/killed or otherwise caught by any persons;
  - 3.3.10.7. Construction work must be limited to normal weekday working hours being 08h00 to 17h00. No construction to take place over weekends and public holidays;
  - 3.3.10.8. Construction areas are to be clearly demarcated and all construction activities are to be restricted to within this demarcated area;
  - 3.3.10.9. Clear stipulations as to who is responsible and accountable for what actions;
  - 3.3.10.10. Penalties for any contractor that transgresses the provisions of the CEMPr and conditions of this Environmental Authorisation;
  - 3.3.10.11. A framework for all contracts associated with the construction phase of the development and the Environmental Method Statements that will be associated with such contracts; and
  - 3.3.10.12. Contingency plans for any emergencies that may affect the environment during construction, such as fuel spills from the construction equipment.

- 3.3.11. In addition to the requirements contained in the CEMPr referred to in Condition 3.3.10, the following general principles of environmental management to be implemented during the construction phase of the project if not specifically contained within the CEMPr:
- 3.3.11.1. No cement/concrete mixing to take place on the soil surface. Cement mixers to be placed on large trays to prevent accidental spills from coming into contact with the soil surface;
  - 3.3.11.2. Dust that may be generated during construction from stockpiled, excavated material must be dampened to minimize dust until such time that this material has been utilized during the rehabilitation process or that it can be removed and disposed of;
  - 3.3.11.3. No waste from construction or otherwise, may be disposed of on site. All waste generated on site, must be removed from site and disposed of at a registered waste disposal site. In this regard, adequate litter drums or other suitable containers must be located on site to ensure that waste generated on site is disposed of in a suitable and timeous manner;
  - 3.3.11.4. Generators and fuel supply needed during construction must be placed on trays, which rest on clean sand. Once construction has been completed, this sand must be removed from site and disposed of at a registered waste disposal site;
  - 3.3.11.5. Any substrate contaminated by the spillage of hydrocarbons or other pollutants to be removed from the site and disposed of at a registered waste disposal site;
  - 3.3.11.6. All excess construction material and any waste generated during construction must be removed from site on an ongoing basis and disposed of at a suitably registered waste disposal site;
  - 3.3.11.7. The contractor must provide adequate waste disposal and sanitation facilities and must ensure that these facilities are properly used and maintained; and
  - 3.3.11.8. Measures to be taken to minimize soil erosion associated with construction activities.
- 3.3.12. The relevant conditions of this Environmental Authorisation as well as the relevant requirements of the CEMPr shall form part of any contracts entered into between the holder of the authorisation and any contractor/sub-contractor(s).
- 3.3.13. Further to Condition 3.3.12, a performance-based requirement with regards to environmental impact management must be included in all contracts related to any activity relating to this Environmental Authorisation inclusive of incentives and penalties.
- 3.3.14. Pollos Purdon must appoint a suitably qualified Environmental Control Officer (ECO) prior to the commencement of construction and the name, qualifications and contact details of the ECO to be submitted together with the 14-day notice of commencement contemplated in Condition 3.3.1.
- 3.3.15. The ECO will be responsible, amongst others, for the following:
- 3.3.15.1. **A Pre-Commencement Audit of the conditions of this Environmental Authorisation, which must be submitted prior to the notice of commencement, as referred to in Condition 3.3.1;**



- 3.3.15.2. Ensuring that the CEMPr is implemented and strictly adhered to inclusive of the relevant conditions contained within this Environmental Authorisation;
  - 3.3.15.3. To keep record of all activities on site, problems identified, transgressions noted as well as a schedule of tasks undertaken by the ECO;
  - 3.3.15.4. To keep and maintain a detailed incident and complaints register (inclusive of any spillages of hazardous substances and other materials) indicating how these issues were addressed (including any rehabilitation measures implemented) and preventative measures implemented to avoid re-occurrence of such incidents;
  - 3.3.15.5. To keep copies of all reports submitted to the Department on site;
  - 3.3.15.6. To obtain and keep record of all documentation, permits, licences and authorisations relevant to the project on site; and
  - 3.3.15.7. To report any non-compliance with the provisions of the CEMPr and conditions of this Environmental Authorisation.
- 3.3.16. The ECO is to monitor the adherence of the contractors to their method statements and the conditions of the CEMPr and this Environmental Authorisation.
- 3.3.17. Prior to the commencement of the activity a plant search and rescue to be undertaken in order to remove any species of special concern as well as any other species that could be translocated. Such species to be used in rehabilitation / restoration initiatives on the site.
- 3.3.18. Prior to the removal of any species contemplated in Condition 3.3.18, the necessary permits / approvals in terms of the relevant provincial or national legislation to be obtained.
- 3.3.19. A suitably qualified individual is to carry out a faunal “search and rescue”, which fauna are to be relocated to a suitably protected natural area prior to the commencement of vegetation clearing. Should any injured fauna be found, they are to be taken to be examined by a veterinarian and if deemed suitable for rehabilitation, such fauna must be taken to a suitable faunal rehabilitation centre, in consultation with the Department's Biodiversity Unit. Any species protected in terms of the Provincial Nature Conservation Ordinance (Ordinance 19 of 1974) or NEMBA, Act 10 of 2004 which need to be removed or relocated require the necessary permits to be obtained from DEDEAT.
- 3.3.20. All sand, gravel stone or other building material to be used are to be obtained from a bona fide source and the building contractor is not allowed to source any such material from the surrounding environment.
- 3.3.21. The construction phase is to be audited on an ongoing basis by the ECO. The findings of such audits are to be consolidated and submitted to this Department on a quarterly basis. A final post construction audit is to be conducted and submitted to this Department within three months of the completion of the construction. All audit reports must include photographic records for the construction site.
- 3.3.22. Any non-compliance must be reported to DEDEAT within 48 hours. Provision for penalties and fines is to be made by the ECO for any non-compliance or transgressions, and all contractors and subcontractors are to be held liable, in conjunction with the authorisation

holder, Pollos Purdon, and will be required to rectify any damages to the environment on site.

3.3.23. Non-compliance with any stipulation in the CEMPr or conditions of this Environmental Authorisation will be regarded as non-compliance in terms of this Environmental Authorisation.

3.3.24. The South African Heritage Resources Agency (SAHRA) as well as the Eastern Cape Provincial Heritage Resources Authority (ECPHRA) must be contacted immediately should any archaeological or palaeontological findings be discovered during the course of the development. Should such material be exposed then work must cease in the immediate area until examined by these authorities.

**3.4. Conditions specific to the ongoing operation and management of the development**

3.4.1. A dedicated Operational Environmental Management Programme (OEMPr) is to be drafted and submitted to the Department for approval prior to the commencement of construction. In this regard sections of the Draft Environmental Management Programme (EMPr) contained in Appendix F of the Final BAR compiled by Hort Couture that deals specifically with operation can be used as a framework. The OEMPr is to include, amongst others:

3.4.1.1. Any conditions contained within this Environmental Authorisation that specifically relate to the operational phase;

3.4.1.2. A Code of conduct for any contractors and or workers;

3.4.1.3. Management / systematic removal and subsequent destruction of all alien invasive species listed in terms of CARA and NEMBA that may occur on the site, or that may colonise disturbed ground prior to it attaining the seed formation stage during the lifetime of the project, inclusive of ongoing monitoring and management, as well as any rehabilitation that may be required;

3.4.1.4. Management of all undeveloped areas, specifically the forest patches and buffer areas;

3.4.1.5. Management and monitoring plans for the Bio-Mite waste water treatment plant, inclusive of emergency plans and procedures for any spillages;

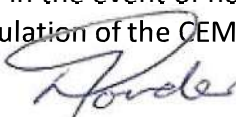
3.4.1.6. All mitigatory measures / recommendations contained in the FBAR that are applicable to the operational phase of the development; and

3.4.1.7. A storm water management and erosion control plan.

3.4.2. A dedicated person to be designated / appointed to oversee implementation of and ongoing adherence to Operational Environmental Management Programme.

3.4.3. Compliance with the OEMPr to be audited on an annual basis and the results of such audits to be submitted to DEDEAT within one month of such audit being completed.

3.4.4. Pollos Purdon will be held liable in the event of non-compliance with any condition of this Authorisation Notice or any stipulation of the CEMPr and OEMPr by any contractor/worker associated with this activity.



- 3.4.5. Notwithstanding the provisions of any of these conditions, all recommendations, guidelines and standard conditions contained in the consultant's FBAR that are applicable to operations must be adhered to.

#### **4. Reasons for Decision**

##### **4.1. Information considered in making the decision**

In reaching its decision, the Department took, *inter alia*, the following into consideration:

##### **4.1.1. The information contained in the following documentation:**

- 4.1.1.1. The Application Form received on 24 October 2022;
- 4.1.1.2. The Draft Basic Assessment Report (DBAR) and associated Appendices received electronically on 22 November 2022;
- 4.1.1.3. The Department's comment letter on the DBAR dated 15 December 2022; and
- 4.1.1.4. The FBAR received on 13 February 2023.

4.1.2. Observations made by Nicole Gerber of the Department in the company of Mr Warren Lange and Mr Mark Everton of Hort-Couture, during a site visit conducted on 04 May 2022 for the first application which was withdrawn on 24 May 2022 due to the requirement for further input from DFFE.

4.1.3. The EIA Regulations of 2014 as amended and the objectives and requirements of relevant legislation, policies and guidelines, including Section 2 of the National Environmental Management Act, Act 107 of 1998.

##### **4.2. Key factors considered in making the decision**

4.2.1. The proposed activities entail the construction of a residential estate and associated infrastructure, as described in Section 2 of this Environmental Authorisation. The general topography of the development area on the site has a relatively flat gradient and has an average slope of approximately 7.2% in a south to north direction with the minimum height being approximately 34m (southern boundary) above sea level (m.a.s.l) to 49m (northern boundary). The vegetation of the site includes elements of indigenous forest (typical of the Southern Coastal Forest vegetation type), as well as Kasouga Dune Thicket (with a conservation status listed as Least Concern) and is situated in a level 2 CBA area (Addo Biodiversity Sector Plan). There is some disturbance which include transformed patches including an access road through the centre of the site, and some areas where dumping of rubbish has occurred. The site is within an urban area and is surrounded by other residential dwellings, as well as some small businesses.

According to the Terrestrial Biodiversity Assessment contained in the FBAR, "the site is an isolated pocket of natural vegetation surrounded by developed erven, although it may act to some extent as a small island or stepping-stones in terms of broader level ecological processes including birds. Development of the site is unlikely to significantly affect conservation of the vegetation unit, nor connectivity due to the location within an urban area as well as the surrounding transformation. There may be some residual loss of connectivity and faunal species movement disruption, in particular for birds." In terms of

the Eastern Cape Biodiversity Conservation Plan (2019), the site is situated in an ESA 1 (Ecological Support Area 1), which stipulates that in an ESA 1, land should be “Maintain ecological function within the localised and broader landscape. A functional state in this context means that the area must be maintained in a semi-natural state such that ecological function and ecosystem services are maintained.” In this case, the specialist has indicated that “it is feasible to develop a portion of the site and still maintain ecological function, ecosystem services and ecological connectivity by developing as a mix of residential and open space.”

- 4.2.2. The initial application for this development was withdrawn due to the requirement for further input from DFFE on the forest elements on the site. A further study was conducted, a Vegetation Survey, which set out to “(i) verify the findings of the original biodiversity assessment in relation to the noted forest patches; and (ii) to identify and map the spatial extent of these forest patches on Erf 3485.” This study identified that there were two patches “that qualify as forest based on their structural and floristic composition. The first occurs as a small patch near the central western portion of the property, occupying ca. 0.08 ha in area. The second forest patch, occupying ca. 0.38 ha, forms a more contiguous strip along the southern boundary of the property”. The recommendations of this study have been incorporated into the amended layout plan, as well as being addressed in the conditions of this Environmental Authorisation, as it relates to the No-Go areas and conditions in the CEMPr (Conditions 3.3.7 and 3.3.10). Comments from DFFE have also been taken into account in the granting of this Environmental Authorisation, with the amended layout which avoids the forest patches on the site.
- 4.2.3. The Palaeontological Compliance Statement has indicated that “the Nanaga Formation has a low paleontological significance”. Condition 3.3.24 of this EA provides for ensuring that any archaeological or palaeontological finds are correctly dealt with.
- 4.2.4. The site was considered as the only alternative as it is the only property owned by the applicant and is zoned for residential use. The layout has incorporated No-Go areas which avoid the forest patches on the site, as well as provide a visual buffer along the perimeter of the site. As included in the need and desirability contained in the consultant’s FBAR, the proposal “does not conflict with any municipal Integrated Development Plan (IDP) or Spatial Development Plan (SDP). The activity will also generate income for the local community through employment in the construction and operational phase of the project. The proposed activity will primarily benefit the local building industry through skilled and unskilled job creation, as well as product and material supply. In a community where 52% of the local community receives no monthly income, this is a small but meaningful benefit.”
- 4.2.5. The project has been advertised and has been subjected to Public Participation as per the EIA Regulations. All relevant organs of state have been informed of the Environmental Impact Assessment and that the FBAR was available for comment. Comments from DFFE and all registered I and AP’s have been addressed and taken into account in the consultant’s FBAR, as well as the conditions of this Environmental Authorisation.
- 4.2.6. The Environmental Assessment process undertaken satisfies the procedural requirements of the EIA Regulations and provides adequate information on which to base an informed decision on the environmental implications of the proposed project.

- 4.2.7. The Department is of the opinion that after implementation of the mitigation measures described in the FBAR, the residual impacts and risks to the environment are acceptable.
- 4.2.8. The conditions set in this Authorisation have been designed to ensure that the negative impacts and risks associated with the project are identified, addressed or managed effectively.
- 4.2.9. In general, the environmental process followed is deemed to be satisfactory. It is the opinion of the Department that the information at hand is sufficient and adequate to make an informed decision. In this regard the Department is satisfied that, subject to compliance with the conditions contained in the Environmental Authorisation, the proposed activity will not conflict with the general objectives of integrated environmental management laid down in Chapter 5 of the National Environmental Management Act, Act 107 of 1998, and that any potentially detrimental environmental impacts resulting from the proposed activities can be mitigated to acceptable levels.

## **5. Appeal of authorisation**

- 5.1. In terms of Regulation 4(2) of the Environmental Impact Assessment Regulations, 2014, as amended, you are instructed to notify all registered interested and affected parties, in writing and within fourteen (14) days of the date of the Department's decision in respect of your application.
- 5.2. The written notification referred to above must –
- 5.2.1. Specify the date on which the Environmental Authorisation was issued;
- 5.2.2. Inform interested and affected parties of the appeal procedure provided for in terms of the National Appeal Regulations, 2014, as contained in GN R. 993 of 08 December 2014; and
- 5.2.3. Advise interested and affected parties that a copy of the Environmental Authorisation and reasons for the decision will be furnished on request.
- 5.3. Any appeal against the decision contained in this Authorisation must be addressed in writing, to the MEC for Economic Development, Environmental Affairs & Tourism (hereinafter referred to as "the MEC") in terms of Regulation 4(1) of the NEMA Appeal Regulations 2014 and within 20 (twenty) days after the appellant has been notified in terms of paragraphs 5.1 and 5.2 of the decision.
- 5.4. An Appeal Submission must be made on a form obtainable from the Department Appeal Administrator and/or the Departmental website on [www.dedea.gov.za](http://www.dedea.gov.za) or relevant Regional Office; and
- 5.5. The Appellant must also serve a copy of the appeal to the regional office that processed the application.
- 5.6. In the event that an appeal is lodged, copies of such appeal must be served on the applicant (if not the appellant), all registered interested and affected parties as well as juristic state departments (organ of state with interest in the matter) within 20 days of having been notified in accordance with the requirements stipulated in paragraphs 5.1 and 5.2 of the decision.



*Only appeals on environmental grounds can be considered. All appeals should be accompanied by relevant supporting documentation.*

- 5.7. The address to which the **originals** of any such an appeal and any other documents pertaining to the appeal must be mailed is outlined below. Please note that originals may also be delivered per hand or courier.

Department	Economic Development, Environmental Affairs and Tourism
Attention	General Manager: Environmental Affairs
Postal Address	Private Bag X0054, <b>BHISHO</b> , 5605
By Hand	Old Safety and Liaison Building (Global Life Complex) Opposite Engen Garage, Bhisho, 5605
In order to facilitate efficient administration of appeals <b>copies</b> of the notice of intention to appeal and any subsequent appeal documentation must also be submitted via email as follows:	
Appeal Administrator: Mr S. Gqalangile	<a href="mailto:Siyabonga.Gqalangile@dedea.gov.za">Siyabonga.Gqalangile@dedea.gov.za</a>
CC: Ms Phumeza Gxala – Admin support for Mr Gqalangile	<a href="mailto:Phumeza.Gxala@dedea.gov.za">Phumeza.Gxala@dedea.gov.za</a>

- 5.8. In the event that an appeal is lodged with regard to this Environmental Authorisation, no listed activities as described in this Environmental Authorisation may commence prior to the resolution of the appeal and prior to the Department's written confirmation of compliance with all conditions that must be met before construction can commence, whichever event is the latter.



**NICOLE GERBER**  
**ENVIRONMENTAL OFFICER: EIM**  
**SARAH BAARTMAN/NMB REGION**  
**DATE:** 02 June 2023



**DAYALAN GOVENDER**  
**DEPUTY DIRECTOR: ENVIRONMENTAL AFFAIRS**  
**SARAH BAARTMAN/NMB REGION**  
**DATE:** 02 June 2023

## Appendix 3

Not Applicable – Applicant is also the landowner

Any personal information obtained from this search will only be used as per the Terms and Conditions agreed to and in accordance with applicable data protection laws including the Protection of Personal Information Act, 2013 (POPI), and shall not be used for marketing purposes.

## SEARCH CRITERIA

Search Date	2024/11/27 06:16	Township	KENTON-ON-SEA
Reference	Ashwood	Erf Number	3485
Report Print Date	2024/11/27 06:17	Portion Number	0
Deeds Office	King Williams Town		

## REGISTERED PROPERTY DETAILS

Property Type	ERF	Diagram Deed Number	
Erf Number	3485	Registered Size	2.746H
Portion Number	0	Municipality	KENTON ON SEA MUN
Township	KENTON-ON-SEA	Province	EASTERN CAPE
Registration Division	-	Coordinates (Lat/Long)	-33.684587 / 26.669231
Deed Office	KING WILLIAMS TOWN		

## OWNER INFORMATION (1)

THE BARKING FISH 0 PTY LTD			Owner 1 of 1
Person Type	COMPANY	Title Deed	-
Name	THE BARKING FISH 0 PTY LTD	Purchase Date	2024/04/10
Registration Number	.	Purchase Price (R)	11 500 000
Share (%)	-	Registration Date	2024/09/25

### DISCLAIMER

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## MAPS

Satellite



Street



## PROPERTY INFORMATION

No property information to display

## MUNICIPAL VALUATION

No municipal valuation to display

## SALES

Sales shows the details of the most recent transfers in close proximity to the specified property.

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RECENTLY REGISTERED TRANSFERS

	Address / Property Information	Size (m <sup>2</sup> )	Sales Price (R)	Distance (m)	Sold	Transferred
A	111 Donkin Dr, Durban	30 000	11 500 000	-	2024/04/10	2024/09/25
B	111 Donkin Dr, Durban	775	3 000 000	96	2024/09/21	2024/10/08
C	111 Donkin Dr, Durban	1 058	5 800 000	146	2024/05/24	2024/08/30
D	111 Donkin Dr, Durban	978	690 000	129	2023/09/01	2023/10/30
E	111 Donkin Dr, Durban	744	2 150 000	115	2023/06/05	2023/08/16
F	111 Donkin Dr, Durban	1 219	1 600 000	181	2024/01/04	2024/04/23
G	111 Donkin Dr, Durban	748	4 725 000	185	2024/03/01	2024/05/30
H	111 Donkin Dr, Durban	902	800 000	211	2024/08/30	2024/10/16
I	111 Donkin Dr, Durban	831	1 100 000	169	2023/08/30	2023/10/09
J	111 Donkin Dr, Durban	967	2 625 000	157	2023/05/27	2023/08/01

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K		813	1 000 000	136	2022/11/25	2023/05/04
L		2 074	1 005 890	166	2023/05/29	2023/07/11
M		595	3 200 000	228	2024/03/18	2024/04/30
N		595	900 000	245	2024/06/20	2024/09/10
O		686	2 000 000	209	2023/07/13	2023/10/05

#### SALES ANALYSIS

15 properties used in the analysis.

Note: Where there is no monetary value or extent it has been ignored.

	Price (R)	R/m <sup>2</sup>	Extent (m <sup>2</sup> )
Highest Priced Property	11 500 000	383	30 000
Average Priced Property	2 806 393	927	3 028
Lowest Priced Property	690 000	1 160	595

#### BONDS AND OTHER DOCUMENTS (23)

#	Document Number	Institution	Amount (R)
1	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1502 ,PRTN 0	-
2	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 3484 ,PRTN 0	-
3	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1518 ,PRTN 0	-
4	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1517 ,PRTN 0	-
5	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1516 ,PRTN 0	-
6	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1515 ,PRTN 0	-
7	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1514 ,PRTN 0	-
8	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1513 ,PRTN 0	-
9	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1512 ,PRTN 0	-
10	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1511 ,PRTN 0	-
11	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1510 ,PRTN 0	-

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12	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1509 ,PRTN 0	-
13	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1497 ,PRTN 0	-
14	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1498 ,PRTN 0	-
15	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1499 ,PRTN 0	-
16	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1500 ,PRTN 0	-
17	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1501 ,PRTN 0	-
18	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1503 ,PRTN 0	-
19	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1504 ,PRTN 0	-
20	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1505 ,PRTN 0	-
21	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1506 ,PRTN 0	-
22	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1507 ,PRTN 0	-
23	CONSOLIDATE FROM	TOWN KENTON-ON-SEA ,ERF 1508 ,PRTN 0	-

#### PROPERTY HISTORY (2)

#	Document	Amount (R)	Holder
1		-	NEW KENTON PROP PTY LTD
2		68 400	NEW KENTON PROP PTY LTD

#### AMENITIES (2)

#	Name	Type	Distance (m)
1	KENTON ON SEA PRIMARY SCHOOL	EDUCATION	420
2	IKAMVA LESIZWE PUBLIC SCHOOL	EDUCATION	903

#### SUBURB TRENDS

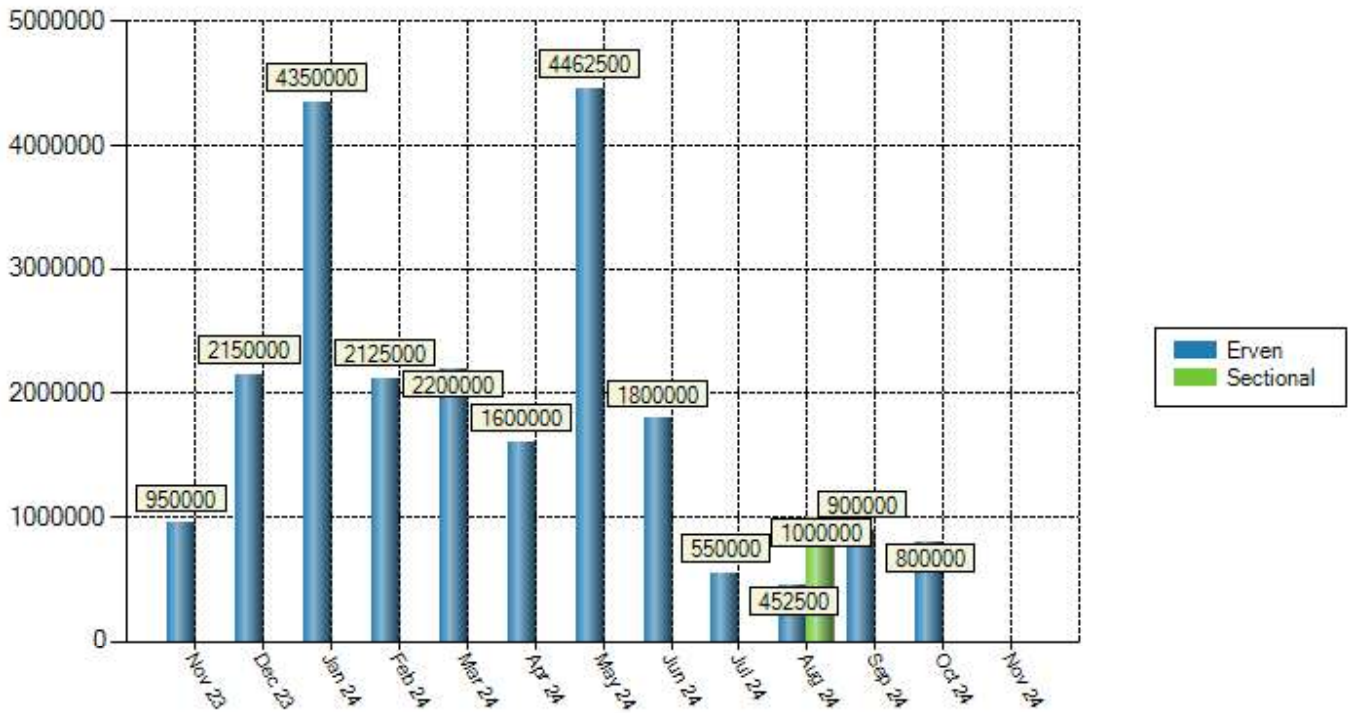
The Suburb Trend graphs show the average price and total volume of sales in the suburb.

#### MONTHLY TRENDS

Average Price

#### DISCLAIMER

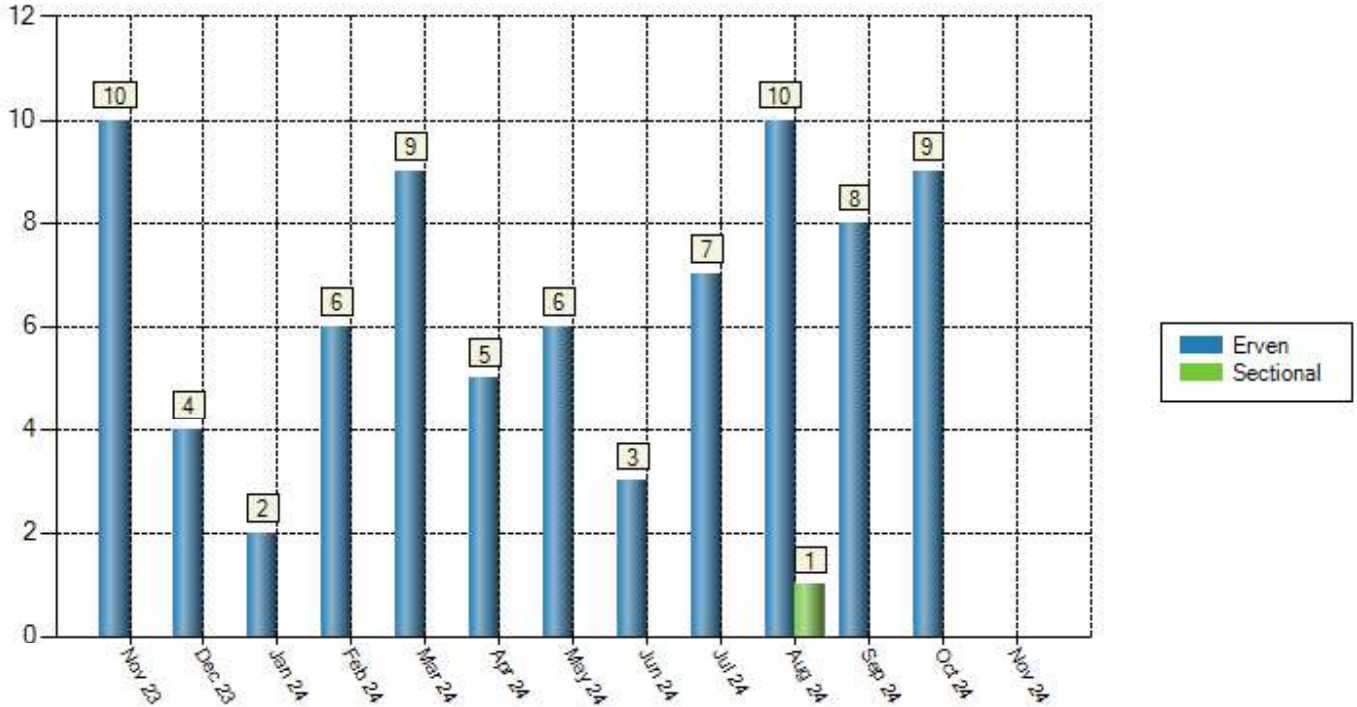
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Number of Sales



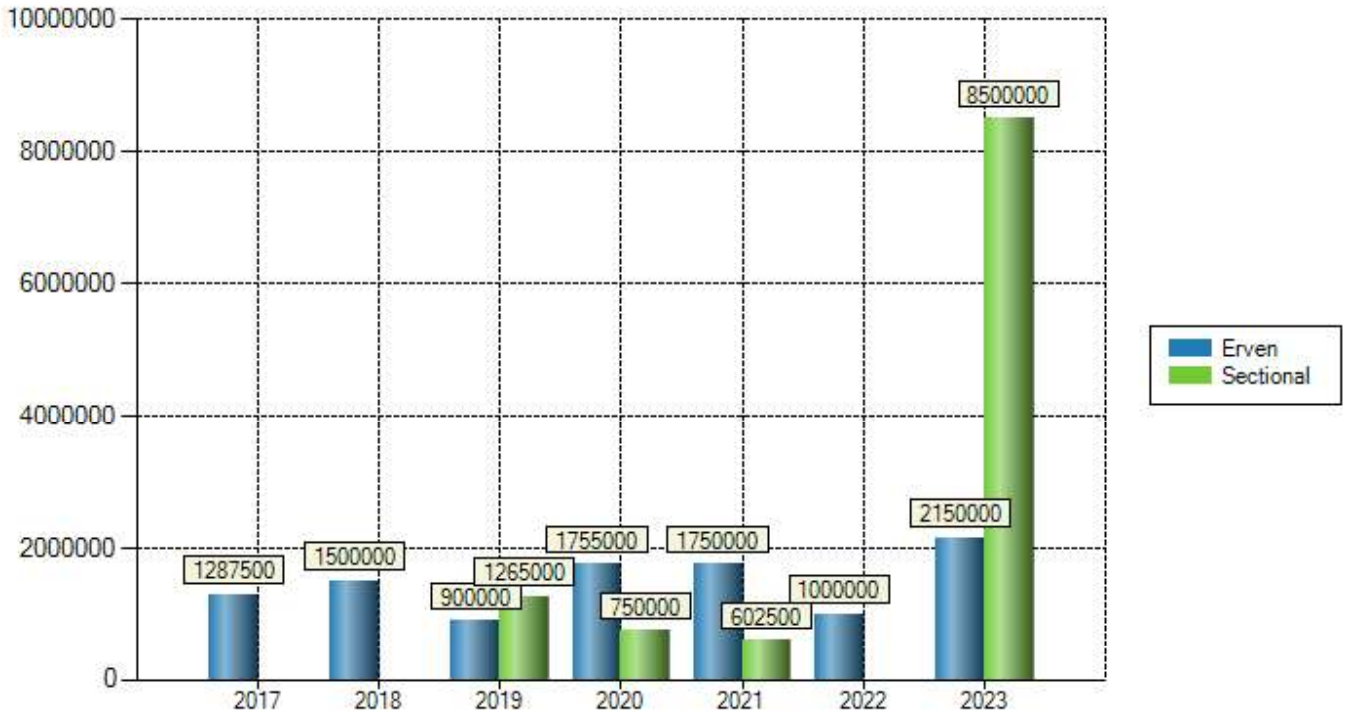
Key	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
NOV 2023	950 000	10	-	-	-	-	-	-
DEC 2023	2 150 000	4	-	-	-	-	-	-
JAN 2024	4 350 000	2	-	-	-	-	-	-
FEB 2024	2 125 000	6	-	-	-	-	-	-
MAR 2024	2 200 000	9	-	-	-	-	-	-
APR 2024	1 600 000	5	-	-	-	-	-	-
MAY 2024	4 462 500	6	-	-	-	-	-	-
JUN 2024	1 800 000	3	-	-	-	-	-	-
JUL 2024	550 000	7	-	-	-	-	-	-
AUG 2024	452 500	10	1 000 000	1	-	-	-	-
SEP 2024	900 000	8	-	-	-	-	-	-
OCT 2024	800 000	9	-	-	-	-	-	-
NOV 2024	-	-	-	-	-	-	-	-

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ANNUAL TRENDS

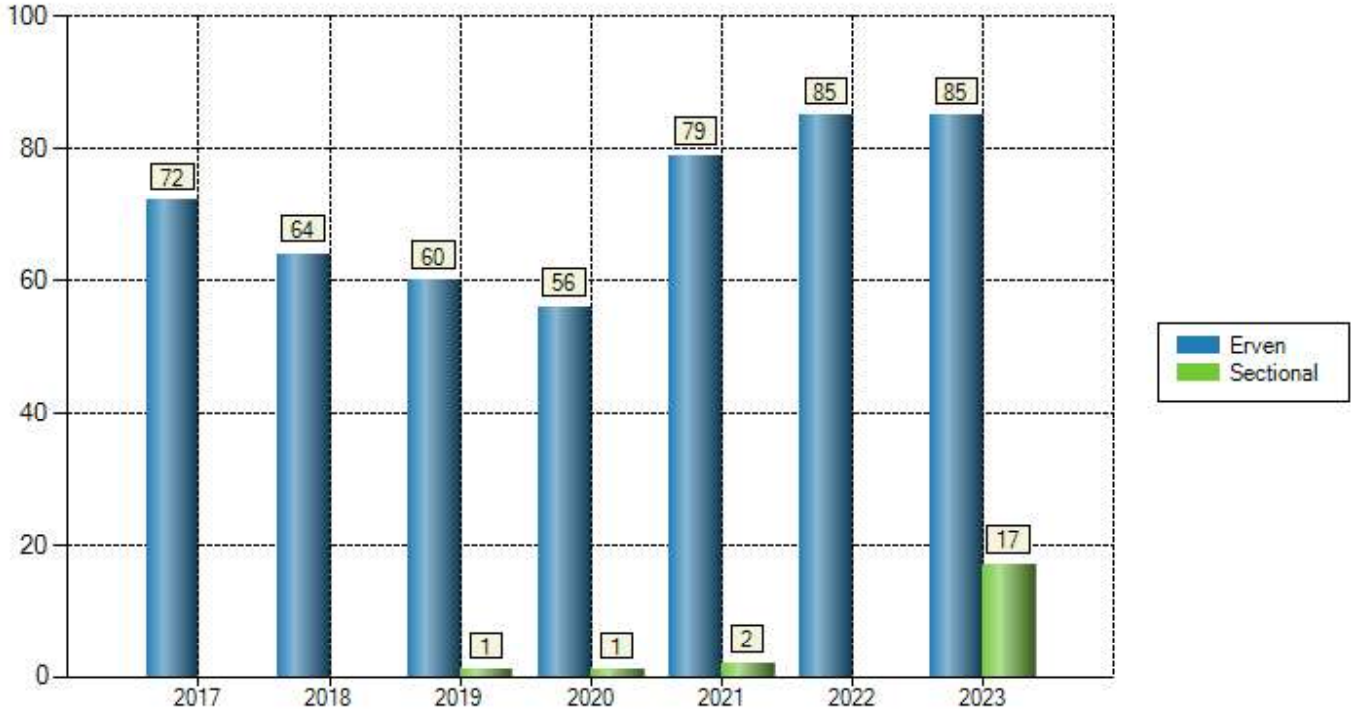
Average Price



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Number of Sales



Key	Average Erf Price (R)	Total Erf Sales	Average SS Price (R)	Total SS Sales	Average Farm Price (R)	Total Farm Sales	Average AH Price (R)	Total AH Sales
2017	1 287 500	72	-	-	-	-	-	-
2018	1 500 000	64	-	-	-	-	-	-
2019	900 000	60	1 265 000	1	-	-	-	-
2020	1 755 000	56	750 000	1	-	-	-	-
2021	1 750 000	79	602 500	2	-	-	-	-
2022	1 000 000	85	-	-	-	-	-	-
2023	2 150 000	85	8 500 000	17	-	-	-	-

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CLARK LAING Inc

136

043 721 1556

LE ROUX VIVIER & ASSOCIATES  
355 BEYERS NAUDE DRIVE  
NORTHCLIFF EXT 4

PREPARED BY ME



CONVEYANCER

LIESL-ANN MONAGHAN

Prepared by me

Fee Endorsement Amount		Office Fee
Purchase Price/Value	R .....	R 4303,00
Mortgage Capital Amt.	R .....	R .....
ALL OTHER REGISTRATIONS		
Reason For Exemption	Category Exemption.....	Exempt i.to Sect/Reg Act/Proc .....

CONVEYANCER  
CHARLOTTE FRANCOIS MARAIS LE  
ROUX (16128)

## DEED OF TRANSFER

BE IT HEREBY MADE KNOWN THAT

T

appeared before me, REGISTRAR OF DEEDS at KING WILLIAM'S TOWN, the said appearer being duly authorised thereto by a Power of Attorney granted to him/her by

which said Power of Attorney was signed at MORNINGSIDE on 2 SEPTEMBER 2024.

And the appearer declared that his/her said principal had, on 10 April 2024, truly and legally sold by Private Treaty, and that he/she, the said Appearer, in his/her capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

**THE BARKING FISH 0 PROPRIETARY LIMITED**  
Registration Number

or its Successors in Title or assigns, in full and free property

ERF 3485 KENTON-ON-SEA,  
IN THE AREA OF NDLAMBE LOCAL MUNICIPALITY,  
DIVISION OF BATHURST,  
PROVINCE OF THE EASTERN CAPE

IN EXTENT 2,0746 (TWO COMMA ZERO SEVEN FOUR SIX) Hectares

FIRST registered and still held by Certificate of Consolidated Title T7488/2021  
with Diagram SG No. 1624/2015 relating thereto

AS REGARDS the whole property -

- A. SUBJECT to the conditions referred to in Deed of Transfer Number T8365/1924CTN, save insofar as these may have since lapsed or been cancelled.
- B. SUBJECT FURTHER to the servitude referred to in the Servitude Endorsement dated 9th September 1929 on Deed of Transfer Number T8365/1924CTN, relating to an Order of Water Court (Water Court District No.10) dated 5th, 6th and 7th December 1927.

WHEREFORE the said Appearer, renouncing all rights and title which the said

heretofore had to the premises, did in consequence also acknowledge it to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

**THE BARKING FISH 0 PROPRIETARY LIMITED**  
**Registration Number**

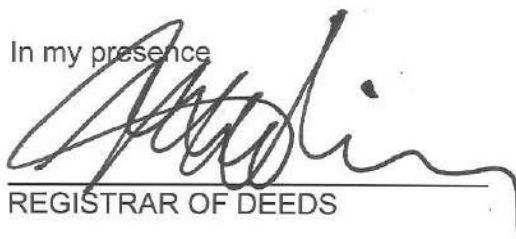
or its Successors in Title or assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R10 000 000,00 (TEN MILLION RAND) excluding VAT in the sum of R1 500 000,00 (ONE MILLION FIVE HUNDRED THOUSAND RAND), total consideration paid by the transferee to the transferor being the amount of R11 500 000,00 (ELEVEN MILLION FIVE HUNDRED THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at KING WILLIAM'S TOWN on 25 SEP 2024

  
\_\_\_\_\_  
q.q.

In my presence

  
\_\_\_\_\_  
REGISTRAR OF DEEDS

P 52

# Appendix 4

EAP Application.

## DETAILS OF EAP AND DECLARATION OF INTEREST IN TERMS OF REGULATIONS 12 AND 13 OF THE AMENDMENTS TO THE ENVIRONMENTAL IMPACT ASSESSMENT REGULATIONS, 2014 AS AMENDED

(For official use only)

File Reference Number:

NEAS Reference Number:

Date Received:

Application for environmental authorization in terms of the National Environmental Management Act, 1998 (Act No. 107 of 1998), as amended and the Amendments to the Environmental Impact Assessment Regulations, 2014. This form is valid as from 1 October 2022.

1. The Environmental Assessment Practitioner (EAP) must ensure that he/she is registered in terms of S24H Regulations with the Registration Authority EAPASA. (Registration status of the EAP may be confirmed at [www.eapasa.org](http://www.eapasa.org) ) as from 8 August 2022.

2. S24H (14) states that “only a person registered as an Environmental Assessment practitioner may perform tasks in connection with an application for an environmental authorisation contemplated in

(a) Chapter 5 of the Act read with the Environmental impact Assessment Regulations.

(b) Section 24G of the Act

(c) Chapter 5 of the National Environmental Management Waste Act 2008 (Act No 59 of 2008) read with the Environmental Impact Assessment Regulations

3. Tasks in regulation 14 may only be conducted by an EAP that is registered

4. Regulations 20 of S24H indicates the offences and penalties as indicated below:

“20. Offences and penalties

(1) A person is guilty of an offence if that person-

(a) contravenes regulation 14 of the Regulations; or

(b) pretends to be a registered environmental assessment practitioner or registered candidate environmental assessment practitioner.

(2) A person convicted of an offence in terms of subregulation (1) is liable to the penalties contemplated in section 49B(3) of the Act.”

*“A person convicted of an offence in terms of section 49A(1)(h), (l), (m), (n), (o) or (p) is liable to a fine or to imprisonment for a period not exceeding one year, or to both a fine and such imprisonment.”*

**PROJECT TITLE****PROPOSED ASHWOOD ESTATE ON ERF 3485, KENTON-ON-SEA, WITHIN THE NDLAMBE LOCAL MUNICIPAL AREA.**

Environmental Assessment Practitioner (EAP):

**Roberto Almanza**

Contact person:

**Roberto Almanza**

Postal address:

**117 Cape Road, Mount Croix, Gqeberha**

Postal code:

**6001**

Cell:

**082 930 8711**

Telephone:

**082 930 8711**

Fax:

-

E-mail:

[roberto@habitatlink.co.za](mailto:roberto@habitatlink.co.za)

Professional affiliation(s) (if any)

**Registered Environmental Assessment Practitioner  
(EAPASA Reg. No. 2020/2530)**

Project Consultant:

**Habitat Link Consulting (Pty) Ltd**

Contact person:

**Roberto Almanza**

Postal address:

**117 Cape Road, Mount Croix, Gqeberha**

Postal code:

**6001**

Cell:

**082 930 8711**

Telephone:

**082 930 8711**

-

E-mail:

[roberto@habitatlink.co.za](mailto:roberto@habitatlink.co.za)

Fax:

-

## 4.2 The Environmental Assessment Practitioner

I, Roberto Almanza, declare that –

General declaration:

- I act as the independent environmental practitioner in this application
- I will perform the work relating to the application in an objective manner, even if this results in views and findings that are not favourable to the applicant
- I declare that there are no circumstances that may compromise my objectivity in performing such work;
- I have expertise in conducting environmental impact assessments, including knowledge of the Act, regulations and any guidelines that have relevance to the proposed activity;
- I will comply with the Act, regulations and all other applicable legislation;
- I will take into account, to the extent possible, the matters listed in regulation 8 of the regulations when preparing the application and any report relating to the application;
- I have no, and will not engage in, conflicting interests in the undertaking of the activity;
- I undertake to disclose to the applicant and the competent authority all material information in my possession that reasonably has or may have the potential of influencing - any decision to be taken with respect to the application by the competent authority; and - the objectivity of any report, plan or document to be prepared by myself for submission to the competent authority;
- I will ensure that information containing all relevant facts in respect of the application is distributed or made available to interested and affected parties and the public and that participation by interested and affected parties is facilitated in such a manner that all interested and affected parties will be provided with a reasonable opportunity to participate and to provide comments on documents that are produced to support the application;
- I will ensure that the comments of all interested and affected parties are considered and recorded in reports that are submitted to the competent authority in respect of the application, provided that comments that are made by interested and affected parties in respect of a final report that will be submitted to the competent authority may be attached to the report without further amendment to the report;
- I will keep a register of all interested and affected parties that participated in a public participation process; and
- I will provide the competent authority with access to all information at my disposal regarding the application, whether such information is favourable to the applicant or not
- all the particulars furnished by me in this form are true and correct;
- will perform all other obligations as expected from an environmental assessment practitioner in terms of the Regulations; and
- I realise that a false declaration is an offence and is punishable in terms of section 24F of the Act.

**Disclosure of Vested Interest** (delete whichever is not applicable)

- I do not have and will not have any vested interest (either business, financial, personal or other) in the proposed activity proceeding other than remuneration for work performed in terms of the Amendments to Environmental Impact Assessment Regulations, 2014 as amended.
- ~~I have a vested interest in the proposed activity proceeding, such vested interest being:~~

\_\_\_\_\_  
\_\_\_\_\_



Signature of the environmental assessment practitioner:

**Roberto Daniel Almanza**

Name of the EAP

Date:

Signature of the Commissioner of Oaths:



04/02/2025

Date:

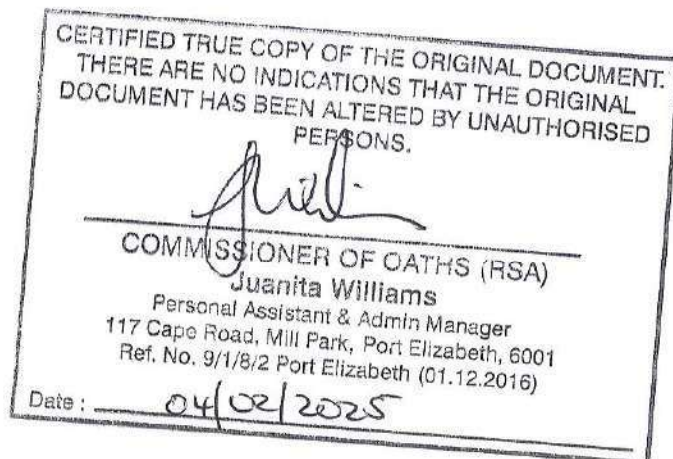
Personal Assistant & Admin Manager

Designation:

**The CV of the EAP must be attached as Annexure 1**

**The EAPASA registration certificate must be attached as Annexure 2**

Official stamp (below)



**Annexure 1**  
**EAP CV**

## Curriculum Vitae

### ROBERTO DANIEL ALMANZA

117 Cape Road, Mount Croix, Port Elizabeth  
Mobile: +27 82 930 8711, Email: [roberto@habitatlink.co.za](mailto:roberto@habitatlink.co.za)

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Identity number	9002255020080
Nationality	South African
Languages	English
Driver's licence	Code B

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#### PERSONAL PROFILE

I obtained my BSc (Environmental Sciences) from the Nelson Mandela Metropolitan University majoring in Geology and Geography and obtained my BSc Honours in Geology in 2012. I then went on to complete my MSc (Geology) while working as a geology consultant on a number of exploration projects across South Africa. In 2015 I started managing the environmental aspects of several projects from Basic Assessments to Full Scoping and Environmental Impact Reports. I have undertaken Environmental Auditing, Site Remediation, Water Use Applications and GIS mapping. Recently, in my role as Senior Environmental Consultant, I have managed several large EIA projects together with a team of other consultants and specialists and in 2020, I compiled a short workshop for the Nelson Mandela University entitled 'Introduction to the Environmental Impact Assessment.' In 2022, I became a registered Environmental Assessment Practitioner with the Environmental Assessment Practitioners Association of South Africa (EAPASA).

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#### EDUCATION AND PROFESSIONAL STATUS

##### Qualifications

MSc (Geology), Nelson Mandela University, South Africa, 2017  
BSc Honours (Geology), Nelson Mandela Metropolitan University, 2013  
BSc (Environmental Science), Nelson Mandela Metropolitan University, 2012

##### Courses

Rhodes University, 2016: "*Environmental Impact Assessment Procedures Short Course*"

##### Registration and Membership

Registered Environmental Assessment Practitioner (EAPASA Reg. No. 2020/2530)

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#### EMPLOYMENT AND JOB RESPONSIBILITIES

November 2019 – current

##### HABITAT LINK CONSULTING

##### Director / Senior Environmental Consultant

- Environmental impact assessments
- Environmental management programs
- Environmental compliance monitoring
- Public Participation Processes
- Environmental advisory services
- Water Use Licence Applications
- NEMA Section 24G Applications
- Project management & report writing

**August 2015 – October 2019**

**COASTAL & ENVIRONMENTAL SERVICES (CES)  
Environmental Consultant**

- Project management
- Environmental impact assessments
- Environmental compliance monitoring
- Waste Specialist Studies
- Water Use Licence Applications
- GIS
- Public Participation

**March 2013 – July 2015**

**MARIRI TRADING (LOERIE RUSKAMP)  
Geologist**

- Exploration Geology
- Fieldwork
- Drilling Programmes
- GIS
- Ore determinations

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**LIST OF ENVIRONMENTAL PROJECTS AND ROLES**

**EIAs and Basic Assessments – Project Management and Report Writing**

- Wolverton Citrus Development EIA
- Addo Wildlife Big 5 Game Reserve BA
- Keurkloof Citrus Development EIA
- Marina Martinique BA and Maintenance Management Plan
- Uster Rangers Piggery BA
- Waggie Poultry Facility BA
- Valley Views Townhouse BA
- Nelson Mandela Bay Municipality Fish Water Flats WWTW Biogas Plant EIA
- Ganspan, Northern Cape Recreational and Tourism Area Scoping and EIA
- St Francis Coastal Protection Scheme Scoping Report
- Waterfall Citrus Development Scoping Report
- Coega Marine Pipeline Scoping Report
- Innowind Grassridge Wind Energy Farm Transmission Infrastructure BA
- Polokwane N1 Ringroad Eskom Line Deviation BA
- General Motors SA Waste Recycling Facility BA
- SANBI Pretoria National Botanical Gardens Exhibition Centre BA
- Transnet Boshhoek and Heysterkrand Railway Loops BA
- Kouga Local Municipal Library BA
- Slang River Low-Level Crossing Proposed Upgrade BA
- Wicklow Citrus Basic Assessment Report BA
- ACSA Ekurhuleni Metropolitan Municipality Filling Station BA
- Senqu Local Municipality Pedestrian Bridges BA

**Section 24G Rectifications and EIA Amendments - Project Management and Report Writing**

- Diepriver Dam Expansion and Vegetation Clearance S24G
- Royalston Estate Layout EA Amendment
- Chelsea Housing Development EA Amendment
- Kirkwood Co-Op EA Amendment
- Seriso Cultivation S24G
- Nelson Mandela Bay Municipality Fish Water Flats WWTW Biogas Plant EIA Amendment
- Innowind Grassridge Wind Energy Farm Transmission Infrastructure Amendment

### **Waste Assessments**

- Kenmare, Piliwili Mozambique, Heavy Mineral Sands
- Suni Resources Balama Graphite Mine, Mozambique
- Wool Trust Deal Party Soil Contamination
- Automotive Industry Development Centre (AIDC) Paint Manufacturing Facility
- Nirove Paint Stripping Facility

### **Water Use License Applications**

- Glen Hurd Drive Proposed Upgrades
- Graaff-Reinet WWTW
- SANRAL N2 Upgrade Caledon to Riviersondend
- Kap River Low-Level Crossing
- WBHO N2 Fish River Abstraction
- Makana Residential Development
- Andrieskraal Senior Primary School
- Transnet Boshhoek Railway Loop
- Fishwater Flats WWTW
- Sardinia Bay Golf and Wildlife Estate

### **Environmental Auditing**

- Gibson Bay Wind Energy Farm – Temporary Onsite ECO
- Nxuba Wind Energy Facility – External Post-construction audit
- Oyster Bay Wind Energy Facility – External Post-construction audit
- Kirkwood Co-Op Construction ECO
- Cemza Cement – Water Use Licence Audit
- General Motors (Isuzu) Waste License Audits
- Paterson WWTW Upgrade
- KwaNobuhle WWTW Upgrade
- Aberdeen Bulk Water Pipeline
- Khayamnandi Extension Construction Site
- Transnet National Ports Authority Vulindlela Site – Site Remediation and Closure Audit
- Transnet National Ports Authority Sand Removal – Site Demarcation and Monitoring
- Capeco Fairview Ascot Housing Development
- AHS Civils Raymond Mhlaba Housing Development
- Fishwater Flats WWTW
- Own Haven Housing, Victoria Drive Housing Development

---

### **REFERENCES**

Mrs Christelle du Plessis:  
Director at Habitat Link Consulting ([christelle@habitatlink.co.za](mailto:christelle@habitatlink.co.za))

Dr Chantel Bezuidenhout:  
Branch manager at CES Port Elizabeth ([c.bezuidenhout@cesnet.co.za](mailto:c.bezuidenhout@cesnet.co.za))

Mr Jo van Heerden:  
Owner of Mariri Trading ([mwjvh@mweb.co.za](mailto:mwjvh@mweb.co.za))

Signed:



---

RD Almanza

27/10/2023

**ANNEXURE 2**  
**EAPASA REGISTRATION CERTIFICATE**



Registration No. 2025/0000000

***Herewith certifies that***

**Roberto Almanza**

***is registered as an***

**Environmental Assessment Practitioner**

***Registered in accordance with the prescribed criteria of Regulation 15. (1)  
of the Section 24H Registration Authority Regulations  
(Regulation No. 849, Gazette No. 40154 of 22 July 2016, of the  
National Environmental Management Act (NEMA), Act No. 107 of 1998, as  
amended).***

Effective: 01 March 2025

Expires: 28 February 2026

Chairperson

Registrar



## Appendix 5

NO.	CHANGES TO ENVIRONMENTAL AUTHORISATION PROJECT DESCRIPTION	REASON / MOTIVATION FOR CHANGE
1	<p>The proposed activity entails the development and construction of a lifestyle estate to be known as Ashwood Estate on Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality in the Eastern Cape.</p> <p>The development will consist of <del>29 residential units</del> <b>13 freehold residential units</b> of varying sizes (<del>although the SDP indicates 30 units, unit 13 has been omitted thus only 29 units will be provided for</del>), a gatehouse and a boundary wall fence. The entire property size is 20 756m<sup>2</sup>. The areas provided for the <del>29 units comprise 40 448m<sup>2</sup></del> <b>13 units comprise 9 835m<sup>2</sup></b>, however, the total unit development footprint on those unit areas will be <del>approximately 7 508m<sup>2</sup> or 36.18% of the total site area</del> <b>no more than 9 835m<sup>2</sup></b>, as the entire area provided for each unit will not be fully developed. This development footprint area includes the units, as well as the combined areas for parking, driveways, garages, patios, gardens and pools (as per the <b>revised</b> table below). The total development footprint of the units (<del>7508m<sup>2</sup></del> <b>up to a maximum of 9 835m<sup>2</sup></b>), roads and associated infrastructure (<del>2000m<sup>2</sup> plus 55m<sup>2</sup></del> <b>1450m<sup>2</sup> plus 55m<sup>2</sup></b>) will be <del>9 563m<sup>2</sup> or 46.08%</del> <b>up to a maximum of 11 340m<sup>2</sup> or 54.63%</b> of the total site area.</p>	<p>The developer involved during the EIA process no longer wishes to proceed with the original development proposal. The landowner, The Barking Fish (Pty) Ltd, has thus proceeded to invest in an alternative development proposal, which consists of an exclusive offering and fewer units to be constructed (i.e. 13 units instead of 29).</p> <p>The units will be freehold and managed via a Home Owners Association. The forest portions will not form part of the individual erven, but will be separate portions falling under the responsibility of the Home Owners Association. The open areas would be 'Private Open Space' and the forest areas would be protected within these spaces. There will be no public access or public open space as the entire development will be a gated estate.</p>

2	<p>The <b>revised</b> below table indicates all unit areas:</p> <p>SEE TABLE FURTHER BELOW</p>	<p>The table showing the unit area summary has been updated according to the new layout and motivated by the reasons provided in Item 1 above.</p> <p>It must be noted that the unit sizes provided for in the revised table (ranging from 230m<sup>2</sup> to 670m<sup>2</sup>) are a vast overestimation of the actual unit size likely to be developed on each property. In reality, the units will be significantly smaller and therefore there would be more private outdoor space. Exact unit sizes will only be determined once each erf is sold and the prospective buyer establishes their preferred design.</p> <p>Although, the maximum development footprint is presented as 54.63%, it is likely that this would in fact be between 40%-45% once the houses are fully constructed. This proposed change in development footprint will not impact on any of the sensitive forest areas as these remain unchanged from the original approved layout.</p>
3	<p>Internal access roads and landscaped gardens will also form part of the activity. The total development area for internal roads will total <del>2-900m<sup>2</sup></del> <b>1450m<sup>2</sup></b> with the roads having a <del>width of 5m</del> <b>and will consist of a looped road in and out of the estate</b>, whilst the guard house will be 10m<sup>2</sup> and the area for the waste water treatment plant will be 45m<sup>2</sup>.</p>	<p>The revised layout caters for a slightly revised access road as per the layout provided in Figure 2. The motivation for the revised layout is detailed in Item 1 above.</p>
4	<p>Roadways will incorporate stormwater management designed by qualified engineers. The FBAR further indicates that "Bulk power supply will be sourced from the municipal supply (Eskom), with an off-grid power augmentation option for prospective homeowners. Water supply will be sourced from the bulk municipal supply with additional augmentation from rainwater tanks as well as treated effluent from the waste water treatment plant, where treated water will primarily be used for irrigation purposes. All effluent will be treated on-site using a <del>Bio-mite</del> treatment plant incorporating a 4-stage treatment process. It will be required to route the main effluent pipe feeding into the waste water treatment plant through the forest area where care will be taken to maintain all existing</p>	<p>The only change to the associated infrastructure is the specific technology to be utilised for effluent treatment. An updated proposal has been provided by a suitable service provider and is based on the original Bio-mite design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging.</p>

	<p>trees with minimal disturbance to tree roots from shallow excavations by hand. The proposed activity will adhere to all National Building Regulations and Local planning By-Laws.”</p> <p>The layout has been adjusted based on studies conducted and comments obtained from DFFE. The site was “mapped in terms of vegetation sensitivity as it was found that two main vegetated areas with forest features exist, namely along the Southern boundary and a section on the Western boundary. Sensitivity mapping included a 5m buffer zone in order to protect such species present intact and undisturbed. It is further aimed at retaining tree species taller than 1.8m in height where possible.”</p>	
5	<p>Site access includes existing vehicular and pedestrian access directly off <del>Westbourne Road, Donkin Drive, Erica Road</del> <b>Ocean Drive and pedestrian access from Donkin, River Road</b> and Paisley Road in Kenton-on-Sea.</p>	<p>This was an error in the original EA (potentially derived from the EIA documents).</p>
6	<p>Solid waste will be collected and disposed of at the licensed municipal landfill site in Port Alfred. With regards to waste water treatment, <del>“the bio-mite-200 the proposed</del> <b>the proposed</b> system, capable of treating up to <del>40kl</del> <b>95kl</b> of waste water per day will be used for the intended development. This exceeds the daily flow rate estimated to be approximately <del>33.2kl</del> <b>88.9kl</b> per day. As indicated in the preceding section, maintenance work would need to be undertaken on an annual basis. This includes de sludging the primary tank. The estimated sludge to be generated by the system is estimated to amount to approximately <del>43kl-6.24kl</del> <b>6.24kl</b>. This sludge will be removed and treated by an independent waste removal service provider. The anticipated sludge volumes were calculated based on 40 Kl/day AADD which is roughly 0.012 kl/day. <del>The proposal from Calcamite is that the septic tank size will be 33.5 kl. It is further recommended that the tank be de-sludged when the tank is 700mm from the bottom. For high level calculations this was estimated to be around 30% of the tank size. Estimating the total sludge volume to be 4.38 Kl per year, it is recommended that desludging be done every two years. This is also in line with the minimum requirements as stipulated by Calcamite in their proposal.</del> <b>An updated proposal has been provided by a suitable service provider and is based on the original design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging.</b> All sludge removed from the waste water treatment system will be removed by an appointed service provider (to be appointed) and discharged at a registered treatment and receiving facility. Such appointment will require the service provider to submit written evidence and</p>	<p>An updated proposal has been provided by a suitable service provider and is based on the original Bio-mite design, but with improved technology to increase the effectiveness of effluent treatment and reduce the regularity of desludging. The plant capacity has been upgraded to include for Wet Weather Peaks and will cater for the peak demand times. The scale of the plant will be determined on the final analysis of the Peak Discharge.</p>

	receiving facility that such waste will be accepted and treated under the National Environmental Management Waste Act of 2008 as well as the National Water Act of 1998.”	
7	See below figures showing the project locality and <b>updated</b> site development plan: SEE SDP FURTHER BELOW	The site development plan has been updated and is motivated by the reasons provided in Item 1 above.

### ASHWOOD UNIT AREA SUMMARY

RES STANDS	ERF SIZE (m2)	UNIT (m2)	PARKING SPACE	GARAGE (m2)	DRIVEWAY (m2)	PATIO (m2)	POOL (m2)	PRIVATE OUTDOOR SPACE (m2)	TOTAL (m2)	TOTAL (%)
1	602	230	2	50	40	30	10	92	452	75,08%
2	607	230	2	50	40	30	10	92	452	74,46%
3	869	350	2	50	38	60	10	140	648	74,57%
4	1 134	500	2	50	37	60	10	200	857	75,57%
5	1 163	500	2	50	37	100	10	200	897	77,13%
6	1 163	500	2	50	24	120	10	200	904	77,73%
7	1 440	670	2	50	22	120	10	268	1 140	79,17%
8	1 157	500	2	50	48	100	10	200	908	78,48%
9	1 152	480	2	50	28	90	10	192	850	73,78%
10	1 189	480	2	50	48	60	10	192	840	70,65%
11	1 157	480	2	50	53	100	10	192	885	76,49%
12	768	300	2	50	40	30	10	120	550	71,61%
14	600	230	2	50	40	30	10	92	452	75,33%
<b>TOTAL INTENDED UNIT DEVELOPMENT FOOTPRINT (m2)</b>									<b>9 835</b>	
<b>TOTAL AREA OF ERF 3485 (m2)</b>									<b>20 746</b>	
<b>PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)</b>									<b>47,41%</b>	

### ASHWOOD ROADS AND SERVICES AREAS SUMMARY

ROADS	1450								<b>1 450</b>	6,99%
GUARD HOUSE	10								<b>10</b>	0,05%
WWT	45								<b>45</b>	0,22%
<b>TOTAL INTENDED ROADS AND SERVICE AREA FOOTPRINT (m2)</b>									<b>1 505</b>	
<b>TOTAL AREA OF ERF 3485 (m2)</b>									<b>20 746</b>	
<b>PERCENTAGE OF TOTAL UNIT DEVELOPMENT FOOTPRINT (%)</b>									<b>7,25%</b>	



PROPOSED SITE DEVELOPMENT PLAN

1:500

**pollos purdon**  
*architectural practice*

Pollos Purdon  
 082 273 8895 | pollos@pollospurdon.co.za  
 www.pollospurdon.co.za  
 SACAP F64/10/14

Proposed Stand Layout  
 on Erf 3485,  
 Kenton-on-Sea

DATE :  
 10 JANUARY 2025

TITLE :  
 PLE-A-E100-G

**NOTE OF COMMENTS** **NOC (001)**

Document name	Doc Code / Référence	Reception date	Reply date	Comments made by:
TECHNICAL PROPOSAL Big Red 80 – 15kl – Wild Olive Estate - Kenton	QU 21765 Rev 1	27/05/2025	30/05/2025	Lawrence Greene PrTech Eng

**CONCLUSION ON DOCUMENT**

NO PARTICULAR COMMENT	TO BE CORRECTED	TO BE REVIEWED
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The document is found acceptable for its purpose	The document needs minor corrections and/or complements	The document do not meet conceptual / safety / environmental / quality / constructability criterion - a general review is needed.

**COMMENTS :**

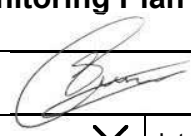
**Review Notes on Quote QU21765 Rev1 – ASHWOOD FOREST ESTATE (Big Red 80 – 15 kL/day)**

**Checks Performed**

1. **Design Capacity:** Confirmed as 15 kL/day, sized for up to 80 persons. This aligns with projected peak usage scenarios for the development. 160mm inlet tie in preferred to assist with peak flows
2. **Installation Type:** Quote includes a *below ground* installation. Option for *above ground* noted but not selected. Sufficient for aesthetics and protection, provided site conditions allow excavation.
3. **Power Requirements:** Single-phase setup; verified total wattage is within available supply for the site. Aerators, pumps, and SMART monitoring collectively fall under manageable electrical loads.
4. **Treatment Process Review:** Verified compliance with general discharge standards from DWS. Includes all four treatment phases:
  5. Anaerobic digestion (multi-chamber septic tanks)
  6. Aerobic MBBR treatment (bio-media)
  7. Filtration
  8. UV disinfection
9. **Sludge Management:** Includes a humus return pump, reducing sludge build-up—favourable for O&M cost savings.
10. **Output Standard:** Effluent to meet general DWS standards. Confirmed this is suitable for irrigation and non-potable reuse on-site.
11. **SMART Monitoring:** Included in the base system, which is a positive for diagnostics and performance checks.

**Needed Deliverables:**

**DWS-compliant Maintenance and Monitoring Plan** environmental authorisation amendment requirement.

Checker signature:		
<b><u>Distribution of document:</u></b>	The Barking Fish Company <input checked="" type="checkbox"/>	Internal <input checked="" type="checkbox"/> Other entity



# NDLAMBE MUNICIPALITY - KENTON-ON-SEA

## APPLICATION FOR WATER SUPPLY

PLAN NO: \_\_\_\_\_ DATE: 04 June 2025

OWNER: BARKING FISH (Pty) Ltd

FULL NAMES: no power person I.D: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

I hereby request that a water connection be made to the property on erf no: 3485  
at the following address: Cnr OCEAN AVE & ALFRED ROAD

and that a Pit Latrine Inspection service be commenced for the use of workmen with effect  
from: 1 Sept 2025

Signature: [Signature]  
CLARE STALEY  
PP/CPM

Date: 04.06.2025

### OFFICE USE ONLY

Connection fee:	<u>R 5771.24</u>	Receipt number: _____
Deposit paid:	<u>R 564.64</u>	
Total due:	<u>R 6335.88</u>	

### INFRASTRUCTURE DEPARTMENT

Meter number:	_____	Date installed:	_____
Meter reading:	_____	Signature:	_____

NOTE: APPLICATIONS FOR SUPPLY SHALL BE MADE AT LEAST 14 FULL WORKING DAYS BEFORE SUPPLY IS REQUIRED.

# NDLAMBE MUNICIPALITY - PORT ALFRED

## APPLICATION FOR WATER SUPPLY AND PIT LATRINE INSPECTION

Plan No. \_\_\_\_\_ Date: 04 JUNE 2025

Owner: BARKING FISH (PTY) LTD

Full Names: % POULOS PVEDON

ID Number: \_\_\_\_\_

Postal Address: 42 KENTON ROAD  
KENTON-ON-SEA 6191

Telephone No: \_\_\_\_\_

I hereby request that a water connection be made to the property on Erf no: 3485  
at the following address: OCEAN AVENUE / ALFRED ROAD

Meter to be placed at: POSITION TO BE INDICATED ON SITE  
and that a Pit Latrine Inspection service be commenced for the use of the workmen with effect from:

Signature: \_\_\_\_\_

Deposit Paid R \_\_\_\_\_

Receipt No: \_\_\_\_\_

**NOTE : APPLICATIONS FOR SUPPLY SHALL BE MADE AT LEAST 14 FULL WORKING DAYS BEFORE SUPPLY IS REQUIRED.**

### INDICATE POSITION WHERE CONNECTION REQUIRED

Erf No.  
3485

Name of Road: WEST OF OCEAN / SOUTH OF ALFRED INTERSECTION.

**THE BARKING FISH 0 (PTY) LTD**

**RESOLUTION OF DIRECTORS  
31 December 2024**

**Resolution to Authorize Directors to Deal with Eskom**

The undersigned, being all the directors of The Barking Fish 0 (Pty) Ltd, hereby adopt the following resolution:

**RESOLVED THAT:**

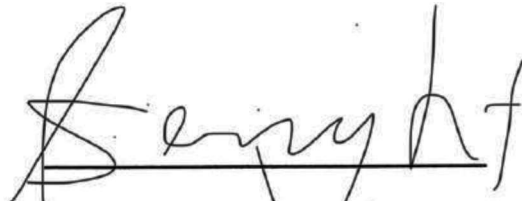
**1. Authorization to Deal with Eskom:**

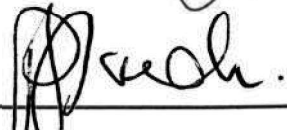
a. Suzanne Sievwright (ID: [redacted]) and Pollos Purdon (ID: [redacted]) are hereby individually authorised to engage with Eskom on behalf of The Barking Fish 0 (Pty) Ltd in connection with the new 100KVA Homepower 3 supply of electricity for houses on Erf 1512 Kenton on Sea, Bathurst.

b. Suzanne Sievwright and Pollos Purdon shall have the authority to negotiate, sign, and execute any documents necessary to facilitate this process.

**2. Implementation of Resolution:** The directors are hereby authorised and directed to take any and all actions necessary to implement the foregoing resolutions.

**3. Certification of Resolution:** The undersigned hereby certifies that the foregoing is a true and correct copy of the resolution duly adopted by the Board of Directors of The Barking Fish 0 (Pty) Ltd on the date set forth above, and that the resolution has not been amended or revoked.

  
\_\_\_\_\_  
Director: Suzanne Sievwright

  
\_\_\_\_\_  
Director: Pollos Purdon

  
\_\_\_\_\_  
Director: Clare Louise Lindsay

  
\_\_\_\_\_  
Director: Heidi Leisl Jane Andrews Kay



## ACCEPTANCE LETTER

APPENDIX 'B'

The Barking Fish (Pty) Ltd  
465 Alice Road  
**KENTON-ON-SEA**  
6191

Date: 28 JANUARY 2025

Eskom Holdings SOC Ltd (Reg No: 2002/015527/30)  
Portia Witbooi  
Service Agent Customer Acquisition  
Tel +27 43 703 2361  
Fax +27 86 538 8991  
Email: portia.witbooi@eskom.co.za  
Private Bag X1  
**BEACON BAY**  
5241

Dear Mrs Witbooi

**ACCEPTANCE OF THE QUOTE FOR A NEW 100KVA HOMEPower 3 FOR A HOUSE ON ERF 3485 KENTON ON SEA, BATHURST**

I/We herewith unconditionally and irrevocably accept the terms and conditions as set out in the Quote, Ref No . dated 30 December 2024.

**CONNECTION CHARGE ESTIMATE**

CHARGE	VALUE
Upfront Connection Charge	R 185 435.09 + VAT = R 213 250.35

**DEBIT ORDER PAYMENT OPTION**

*CUSTOMER to delete if not applicable*

We have elected to pay the electricity accounts by debit order and shall provide the duly completed Authorisation for Debit Order or Automatic Payment of Electricity Account in accordance with Appendix "D" (*Form of Electricity Supply Agreement*).

**ELECTRICITY ACCOUNTS GUARANTEE AMOUNT**

We confirm that we shall provide the Cash Deposit or Electricity Accounts Guarantee (as set out in Appendix "D" (*Form of Electricity Supply Agreement*)) in accordance with this Quote within the Quote Acceptance Period.



OR

My/Our monthly accounts must be emailed to the following **email address** – I understand that, should I select this option, my/our monthly account will not be posted to me as well.

[Redacted]

*(Please print e-mail address clearly)*

X

Signed

[Signature]

Tel no

Cell no

E-mail

[Redacted]

**TECHNICAL SPECIFICATIONS**

1.1	<b>Date of application</b>	13 November 2024
1.2	<b>Notified Maximum Demand/ Supply Size</b>	100kVA
1.3	<b>Declared Voltage</b>	400 Volts (Three-phase)
1.4	<b>Description of the location of the CUSTOMER's Point of Delivery</b>	ERF 3485 KENTON ON SEA, BATHURST
1.5	<b>Estimated Period for the completion of the Eskom Connection Works</b>	Will be negotiated with

**2 Scope of Work**

- Upgrade an existing 16kVA pole mounted transformer (MLPP005) to a 200kVA pole mounted transformer at structure MLPP005 as per DDT-1865
- Install new MV/LV earthing for the 200kVA transformer as per Eskom standards (DDT-0627)
- Install 3-phase cut-out links at structure MLPP005/6 as per DDT-1849
- Install 200kVA 3-phase distribution kiosk as per DDT-0338 beneath the new transformer.
- Install 600A main circuit breaker into the new distribution kiosk.
- Install 300A feeder breaker for the new 2 x 70mm cables crossing the road.
- Install 600:5A CT's and MDI's into the new distribution kiosk.
- Reconnect the existing 16mm cable to the new distribution kiosk.
- Install a 2 way 3-phase 100kVA ground mounted kiosk on the boundary of ERF 1512 as per DDT-3236
- Terminate +/-15m of 2X70 Sq mm 4core cable from the transformer bushings to the new distribution kiosk.
- Lay +/-30m of 2 x 70Sq mm from the distribution kiosk to the new kiosk on the boundary of ERF 1512 3485
- Trench and lay the cable accordingly as per DDT-0854, also add 3 X 110mm diameter PVC sleeves when crossing the road.
- Reconnect the existing 70mm towards B3 to the new kiosk.
- Disconnect / create NOP on both side of the existing cable between nodes B02 and B01

3485


**3 Eskom Connection Works / Equipment**

<b>Overhead/underground cable</b>	30 metres underground cable (LV network)
<b>Transformer (shared)</b>	200 kVA
<b>Metering</b>	Conventional

**4 Certificate of Compliance**

The CUSTOMER's Electrical Installation shall not be connected to ESKOM's Distribution System before the CUSTOMER has submitted to ESKOM the Certificate of Compliance and obtained ESKOM's acceptance of the Certificate of Compliance.

## APPENDIX "D"

	<p style="text-align: center;"><b>HOMEPOWER</b></p>	<p style="text-align: center;"><b>SC3000</b> Rev 18 March 2020</p>
<p style="text-align: center;"><b><u>ELECTRICITY SUPPLY AGREEMENT FOR THE APPLICABLE TARIFF, REFERENCED IN ANNEXURE A</u></b></p>		
<p>1. The Parties to this Agreement are ESKOM, herein represented by ZOLEKA METU in her capacity as <b>MANAGER CUSTOMER ACQUISITION</b></p>		
<p><b>AND</b></p>		
<p><u>THE BARKING FISH O (PTY) LTD</u>        (Insert Company name and Registration number) (the "CUSTOMER").</p>		
<p>Herein represented by: <u>POLLOS PURDON</u> (Full Name)</p>		
<p>In his/her/their Capacity/Capacities as: <u>DIRECTOR</u> ID No: .....</p>		
<p>and I bind myself with my signature below, as surety, guarantor and co-principal debtor, jointly and severally with the CUSTOMER and with any other sureties, to ESKOM, its order or assigns for the performance by the CUSTOMER of all obligations, future and past, to ESKOM under and arising from Agreement. I also renounce my legal benefits that require ESKOM to institute action against the CUSTOMER prior to instituting action against me.</p>		
<p>2. Supply details:</p>		
<p>(a) Declared voltage          (b) NMD          (c) Connection Fee          (d) Upfront Connection Charge          (e) Premium Connection Charge          (f) Existing Monthly Connection Charge:          (where applicable)          Expiry Date          (g) Minimum Liability Period          (h) Electricity Accounts Guarantee Amount          (where applicable)          (i) Type of supply          (j) Tariff</p>	<p>400Volts          100 kVA          R 0.00 + VAT @ 15% = R 0.00          R 185 435.09 + VAT @ 15% = R 213 250.35 ✓          R 0.00 + VAT @ 15% = R 0.00          R 0.00 + VAT @ 15% = R 0.00          .....          30 months          R 50 920.00 (For 3 (three) consecutive months) ✓          Three-phase supply          Homepower 3</p>	
<p>3. Addresses:</p>		
<p>Description of Premises where supply is required:  <b>ERF 3485 KENTON ON SEA, BATHURST</b></p>		
<p>CUSTOMER's alternative physical address:</p>		
<p><u>KENTON-ON-SEA, EASTERN CAPE 6191</u></p>		
<p>CUSTOMER's postal address: <u>AS ABOVE</u></p>		
<p>CUSTOMER's e-mail address: .....</p>		
<p>CUSTOMER's telephone:</p>		
<p>Home: <u>N/A</u></p>		
<p>Work: .....</p>		
<p>Cell: .....</p>		
<p>ESKOM's postal address: <b>PRIVATE BAG X1 BEACON BAY, 5205</b></p>		
<p>ESKOM's e-mail address: <b><u>southern@eskom.co.za</u></b></p>		

**CUSTOMER:**

Signed at Kenton-On-Sea  
for and on behalf of the CUSTOMER by the signatory below who warrants that he/she is duly authorised.

Name: Pollos Purdon

Title: Director

Date: 27 January 2025

Signature: [Signature]

As witnesses:  
1. [Signature]

2. [Signature]

**ESKOM:**

Signed at .....  
for and on behalf of ESKOM by the signatory below who warrants that he/she is duly authorised.

Name: .....

Title: .....

Date: .....

Signature: .....

As witnesses:  
1. ....

2. ....

**FOR OFFICE USE**

SECURITY R .....	RECEIPT No. ....	DATE .....
CONNECTION FEE R .....	RECEIPT No. ....	DATE .....
UPFRONT CHARGE R .....	RECEIPT No. ....	DATE .....
ACCOUNT No. ....	K2 No. ....	POS No. ....
REMARKS: .....	TRANSFORMER No. ....	QUOTE No. ....

**CHECKLIST**

- 1) COPY OF ID DOCUMENT OF SIGNATORY
- 2) IF SUPPLY IS TO BE IN NAME OF A COMPANY THEN OBTAIN COPIES OF:
  - 2.1) COMPANY REGISTRATION CERTIFICATE
  - 2.3) LETTER OF RESOLUTION FROM COMPANY AUTHORISING SIGNATORY TO SIGN
  - 2.4) VAT REGISTRATION CERTIFICATE

**STANDARD CONDITIONS OF SUPPLY FOR SMALL POWER USERS WITH CONVENTIONAL METERING**

**IMPORTANT NOTICE**

**DISCLOSURE NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT 68 OF 2008**

By signing directly below, the intended customer **THE BARKING FISH (PTY) LTD** confirms that this notice was provided to it, that it had time to study this notice, the intended electricity supply agreement and its annexures, prior to it signing and agreeing to the terms and annexures of the said electricity supply agreement, and that it understands, generally, the potential effect of all of the provisions of the intended electricity supply agreement, but specifically, the highlighted clauses further explained in the next paragraph.

This notice is to draw the attention of the intended customer to the specific clauses highlighted in bold font, in the intended electricity supply agreement and its annexures, that may contain a limitation of risk or liability or an indemnification of Eskom Holdings SOC Ltd, or constitute an assumption of risk or liability by the intended customer. The intended customer will also initial at each of these clauses as proof that the intended customer has been made aware of the specific content of these clauses. Clauses containing obligations of the intended customer are not summarily highlighted but are as important as all the provisions of the intended electricity supply agreement and its annexures.

X Signed at Kenton-On-Sea on 27 January 2025 2024

X   
Intended customer Signature

**PROJECT REFERENCE:** 

Effective Date 08 October 2020)

**1. INTERPRETATION**

- 1.1 In this Agreement, unless stated otherwise, expressions which indicate:
- 1.1.1 a gender includes the other gender and neuter;
  - 1.1.2 the singular includes the plural, and *vice versa*;
  - 1.1.3 any reference to any law, rules, regulations, schedules, standards, licences or codes, shall include any amendments, modifications or extensions and shall mean any replacements or re-enactments thereof in force at the applicable time;
  - 1.1.4 any reference to 'writing' or 'written' shall include all methods of reproducing words in a legible and non-transitory form;
  - 1.1.5 any reference to 'persons' shall include natural or juristic persons, firms, joint ventures, trusts, unincorporated associations and organisations, partnerships and any other entities, irrespective of whether such entity has a separate legal personality;
  - 1.1.6 days shall refer to calendar days unless business days are specified;
  - 1.1.7 reference to a number of days will be calculated with exclusion of the first day and inclusion of the last day;
  - 1.1.8 where figures are referred to in numerals and in words and there is any conflict between them the words shall prevail.
- 1.2 The rule that a contract should be interpreted against the party responsible for the drafting or preparation thereof or who would benefit from the insertion of a clause, does not apply to this Agreement.

**2. DEFINITIONS**

- 2.1 **'Agreement' or 'this Agreement'** means the electricity supply contract between ESKOM and the CUSTOMER, comprising the Electricity Supply Agreement for the applicable Tariff, Annexure "A" (Standard Conditions of Supply), Annexure "B" (Applicable Schedule of Standard Prices), Annexure "C" (Authorisation for Debit Order or Automatic Payment of Electricity Account), Annexure "D" (Form of Electricity Accounts Guarantee).
- 2.2 **'Approved Credit Rating for South African Financial Institutions'** means (i) at least one investment grade long-term unsecured local currency debt rating by a rating agency which is at or better than 'BBB-' (as determined by Standard and Poor's Rating Group or Fitch Ratings), 'Baa3' (as determined by Moody's Investor Services, Inc.); or (ii) long-term unsecured local currency debt rating not worse than the highest South Africa's sovereign local currency debt rating; or (iii) South African Long-term National Scale Rating no worse than 'zaA-' (as determined by Standard & Poor's) or 'A-(zaf)' (as determined by Fitch Ratings) or 'A3.za' (as determined by Moody's Investor Services, Inc.) or (iv) equivalent rating to any of the above ratings (as determined by a rating agency approved by ESKOM).
- 2.3 **'Approved Credit Rating for Non-South African Financial Institutions'** means (i) at least one investment grade long-term unsecured foreign currency debt rating by a rating agency which is at or better than 'BBB-' (as determined by Standard and Poor's Rating Group or Fitch Ratings), 'Baa3' (as determined by Moody's Investor Services, Inc.); or (ii) long-term unsecured foreign currency debt rating not worse than the highest South Africa's sovereign foreign currency debt rating; or (iii) equivalent rating to any of the above ratings (as determined by a rating agency approved by ESKOM).
- 2.4 **'Affected Party'** has the meaning referred to in sub-clause 2.24 of this Annexure.
- 2.5 **'Bill Date'** means the date appearing on the electricity account i.e the day the electricity account is generated on the billing system
- 2.6 **'Business Day'** means any day other than Saturday, Sunday or a public holiday in South Africa.
- 2.7 **'Cash Deposit'** means a sum of money paid to ESKOM by the CUSTOMER as security.
- 2.8 **'Code(s)'** means the Distribution Code, the South African Grid Code, or any other code, published by NERSA, as applicable to ESKOM.
- 2.9 **'Connection Charge'** means the total charge recouped or to be recouped by ESKOM from the CUSTOMER for the cost of connecting to the Eskom system, which shall include (a) a Distribution and/or Transmission Standard Connection Charge if the connection is a Standard Connection and (b) a Distribution and/or Transmission Premium Connection Charge, if the connection is a Premium Connection.
- 2.10 **'Contractor'** means any entity appointed as an independent contractor to execute work on the Premises in the exercise of the Rights, as set out herein.
- 2.11 **'CUSTOMER'** means the person identified on the first page of the Electricity Supply Agreement.
- 2.12 **'Customer Interface Unit (CIU)'** means the device forming part of a Metering Installation that is used to display information pertaining to the CUSTOMER's electricity usage, meter readings and/or applicable Tariff time periods at any given time of the day.
- 2.13 **'Disconnection'** means a termination by ESKOM of the electricity supply to a CUSTOMER in accordance with the provisions of this Agreement, 'Disconnect' or 'Disconnected' shall have the corresponding meaning.
- 2.14 **'Discontinuation'** means a termination by ESKOM of the electricity supply to a CUSTOMER, at the request of the CUSTOMER.
- 2.15 **'Distribution Code'** means the set of documents entitled "South African Distribution Code" published by NERSA.
- 2.16 **'Distribution Connection Charge'** means the portion of the Connection Charge associated with the Distribution System, which may comprise of the Distribution Standard Connection Charge and the Distribution Premium Connection Charge.

- 2.17 **'Distribution Premium Connection Charge'** means the portion of the Connection Charge associated with a premium connection and the Distribution System.
- 2.18 **'Distribution Standard Connection Charge'** means the portion of the Connection Charge associated with a standard connection and the Distribution System.
- 2.19 **'Distribution System'** means ESKOM's network infrastructure consisting of assets operated at a nominal voltage of 132 kV or less, not classified as transmission transformation equipment.
- 2.20 **'Due Date'** means a period of 29 (twenty-nine) days within which the CUSTOMER must pay an electricity account calculated from the 1<sup>st</sup> (first) day following the Bill Date.
- 2.21 **'Electricity Accounts Guarantee'** means a guarantee and initially for the amount stated therein, which (i) is issued by a financial institution which (a) holds an Approved Credit Rating for South African or Non-South African Financial Institutions and (b) is registered under applicable Law to carry on the business in South Africa and (ii) constitutes an on demand, unconditional and irrevocable commitment by the issuer to pay, substantially in the form set out in Annexure 'E' (*Form of Electricity Accounts Guarantee*).
- 2.22 **'Electricity Regulation Act'** means the Electricity Regulation Act 4 of 2006.
- 2.23 **'ESKOM'** means Eskom Holdings SOC Ltd, registration number 2002/015527/30, a state-owned company with limited liability incorporated in terms of the laws of the Republic of South Africa, with its registered office at Megawatt Park, Maxwell Drive, Sandton.
- 2.24 **'Force Majeure Event'** means any act, event or circumstance or any combination of acts, events or circumstances which:
- 2.24.1 is beyond the reasonable control of a Party affected by it (the 'Affected Party');
- 2.24.2 is without fault or negligence on the part of the Affected Party and is not the direct or indirect result of a breach or failure by the Affected Party to perform any of its obligations under this Agreement;
- 2.24.3 was not foreseeable or, if foreseeable, could not have been avoided or overcome by the Affected Party (including by reasonable anticipation) taking reasonable action;
- 2.24.4 prevents, hinders or delays the Affected Party in its performance of all (or part) of its obligations under this Agreement.

Without limiting the generality of the foregoing, a Force Majeure Event may include any of the following acts, events or circumstances, but only to the extent that it satisfies the requirements set out in subclauses 2.24.1 to 2.24.4 above:

- (i) war, hostilities, belligerence, blockade, acts of terrorism, sabotage, civil commotion, riot, revolution or insurrection occurring in South Africa;
- (ii) any laws, decrees or regulations of governmental authorities;
- (iii) strikes that are widespread, nationwide or political in nature (but excluding strikes, lockouts and other industrial disturbances of the Affected Party's employees which are not part of a wider industrial dispute materially affecting other employees within South Africa);
- (iv) drought, fire, earthquake, volcanic eruption, landslide, flood, storm, cyclone, tornado, typhoon or other natural disasters;
- (v) epidemic or plague;
- (vi) fire, explosion, or radioactive or chemical contamination;
- (vii) air crash, shipwreck or train crash; and
- (viii) any act, event or circumstance of a nature analogous to any of the foregoing.

A Force Majeure Event does not include shortage of cash, any inability or failure to pay money, any inability to raise finance or any changes in price and market conditions or strikes, lockouts and other industrial disturbances of the Affected Party's employees which are not part of a wider industrial dispute materially affecting other employees within South Africa.

- 2.25 **'Goods'** mean all structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights.
- 2.26 **'Interrupt'** or **'Interruption'** means a temporary interruption of the supply of electricity to the CUSTOMER by ESKOM due to, and for the duration of, emergency or agreed events, and planned or unplanned events.
- 2.27 **'Metering Installation'** means a metering system installed by ESKOM and consists of at least a meter, fittings, equipment, wiring and installations used for measuring the flow of electricity and may include a CIU.
- 2.28 **'Minimum Liability Period'** means the period as stipulated in this Agreement.
- 2.29 **'Monthly Connection Charge'** means that portion of the Connection Charge that is payable monthly whether any electricity is consumed in any month or not. A Monthly Connection Charge may comprise a Standard Connection Charge and/or a Premium Connection Charge.
- 2.30 **'NERSA'** means the National Energy Regulator or its successor-in-title, established in terms of the National Energy Regulation Act (No 40 of 2004).
- 2.31 **'NMD'** means the definition of NMD in the applicable Schedule of Standard Prices.
- 2.32 **'Parties'** means ESKOM or the CUSTOMER and includes their successors-in-title or assigns and delegees.
- 2.33 **'Point of Delivery'** has the meaning as ascribed to it in clause 6.
- 2.34 **'Premium Connection'** means a connection that are in excess of the specification of a Standard Connection, comprising Premium Equipment.

- 2.35 'Premium Connection Charge' means that portion of the Transmission or Distribution Connection Charge payable for the costs associated with the Premium Connection.
- 2.36 'Premium Equipment' means the equipment to be constructed or to be installed if a customer elects a Premium Connection, and is in addition to and/or in place of Standard Equipment.
- 2.37 'Premises' means the property described in this Agreement and to which a supply of electricity is required by the CUSTOMER.
- 2.38 'Quote' means the quote with its appendices or annexures, issued by ESKOM and accepted by the CUSTOMER in accordance with its terms.
- 2.39 'Reasonable and Prudent Person' means a person acting in good faith in the performance of its contractual obligations and in the general conduct of its business, exercising that degree of skill, diligence, prudence, responsibility and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with all legal requirements, engaged in the same or a similar type of business, in the same or similar circumstances and conditions.
- 2.40 'Security' means a Cash Deposit or Electricity Accounts Guarantee for an amount equal to the Security Amount.
- 2.41 'Security Amount' means a) initially an amount as set out in this Agreement and b) thereafter an amount as varied by ESKOM on written notice to the CUSTOMER in accordance with subclause 16.2 of this Agreement.
- 2.42 'Schedule of Standard Prices for the Tariff' means ESKOM's published Tariff charges and the NMD Rules referenced therein, whether approved by ESKOM or NERSA, Annexure B of this Agreement.
- 2.43 'South African Grid Code' means the set of documents entitled "South African Grid Code" published by NERSA, as amended, modified, extended, replaced or re-enacted from time to time.
- 2.44 'Standard Connection' means a connection that meets the specifications of the Distribution Code and applicable standards for a minimum technically acceptable solution.
- 2.45 'Standard Connection Charge' means that portion of the Distribution Connection Charge that is payable for the costs associated with a Standard Connection.
- 2.46 'Supply Size' means the NMD, or maximum capacity that ESKOM will supply.
- 2.47 'Tariff' means the tariff as stipulated in this Agreement.

### 3. GENERAL AGREEMENT

- 3.1 ESKOM agrees to supply to the CUSTOMER and the CUSTOMER agrees to take from ESKOM all the electricity required by the CUSTOMER for the Premises on the terms and conditions set out in this Agreement, subject to the provisions of the Codes, the Electricity Regulation Act, rules issued by NERSA in terms thereof, and regulations, the Schedule of Standard Prices, the NMD Rules and ESKOM's licences issued by NERSA, and any other applicable law.
- 3.2 The CUSTOMER agrees that ESKOM may install or provide the CUSTOMER with a CIU, which the CUSTOMER will use as intended in the user instructions.
- 3.3 **Should the CUSTOMER have multiple electricity supply contracts with ESKOM, ESKOM shall have a right to transfer a debt arising from any of the CUSTOMER's terminated electricity supply contracts to any of the same CUSTOMER's existing electricity supply contract(s).**
- 3.4 **Notwithstanding the provisions of subclause 3.3 above, ESKOM shall not provide a supply of electricity to the CUSTOMER at any new Point of Delivery or increase the Supply Size at the CUSTOMER's existing Point of Delivery while the CUSTOMER is indebted to ESKOM in terms of any existing electricity supply contract.**
- 3.5 **Where the CUSTOMER is a trust, the trustee(s) who signs this Agreement binds himself/herself as surety, guarantor and co-principal debtor, jointly and severally with the CUSTOMER and with any other sureties, to ESKOM, its order or assigns for the performance by the CUSTOMER of all obligations, future and past, to ESKOM under and arising from this Agreement and renounce the legal benefits that require ESKOM to institute action against the CUSTOMER prior to instituting action against the trustee(s).**
- 3.6 **Where the CUSTOMER is a partnership, the partners shall be jointly and severally liable for the obligations of the partnership set forth in this Agreement.**

### 4. FORM OF ELECTRICITY SUPPLIED

- 4.1 ESKOM will use its reasonable endeavours to furnish the CUSTOMER with a reliable supply of electricity and maintain the quality of supply at the Point(s) of Supply in compliance with the requirements prescribed in NRS 048-2. The requirements of NRS 048-2 defines the voltage quality that shall be supplied under normal circumstances (as defined in NRS 048-2). In accordance with NRS 048 it is incumbent on the CUSTOMER to design and operate its equipment so that its equipment will function normally within these requirements.
- 4.2 However, it is not practicable for ESKOM to guarantee that the requirements of NRS 048-2 will under all contingencies be adhered to. It is therefore incumbent on the CUSTOMER to take adequate measures to protect its business and electrical installation against any losses and/or damage arising from frequency deviations, supply interruptions, voltage variations (including voltage dips), voltage harmonics, interharmonics, voltage flicker, voltage unbalance, voltage swells and transients, undervoltages and overvoltages in the supply to its electrical installation.
- 4.3 ESKOM shall use its reasonable endeavours to minimise the number of Interruptions that occur on its system. It is incumbent on the CUSTOMER to take reasonable measures to protect its electrical installation against losses and/or damage.

Initial: 

**5. USE OF ELECTRICITY**


- 5.1 The CUSTOMER shall only use electricity on the Premises up to the Supply Size as specified in this Agreement.
- 5.2 The CUSTOMER shall not use the electricity supplied other than at the Premises and shall not supply such electricity to any third party.
- 5.3 **The CUSTOMER shall so use the supply as not to interfere with an efficient and economical supply to other customers of ESKOM, and shall at all times ensure that any effects on the supply voltage caused by the CUSTOMER's load shall not exceed the limits specified in Table 1, unless otherwise agreed to in writing between the Parties.**

Table 1:

<b>Unbalance</b>	<b>0,3% (3-phase supplies)</b>
<b>Flicker (Pst)</b>	<b>0,36</b>
<b>Harmonics (THD)</b>	<b>1%</b>
<b>Rapid voltage changes:</b>	<b>Magnitude (%)</b>
r = no. of changes per hour	
r < 1	4
1 < r ≤ 10	3
10 < r ≤ 100	2
100 < r ≤ 1000	1,25

**6. POINT(S) OF DELIVERY**

- 6.1 The Point(s) of Delivery for the supply of electricity to the Premises shall be decided by ESKOM and shall be:
  - 6.1.1 where ESKOM makes use of a distribution kiosk on a pavement for installation of the meter, at the point on the boundary of the Premises where ESKOM's service cable is joined to that of the CUSTOMER's equipment; or
  - 6.1.2 where an overhead connection exists, at the terminals of ESKOM's service conductor connected to the insulators or other equipment installed by the CUSTOMER on the Premises, in a position approved by ESKOM; and
  - 6.1.3 in all other cases, at the terminals of ESKOM's equipment where ESKOM's meter and circuit breaker are installed. The meter shall then be located as ESKOM may decide, which may be a point on the Premises.

Initial: 

**7. EQUIPMENT PROVIDED BY ESKOM**

- 7.1 ESKOM shall provide the equipment required for the supply of electricity to the CUSTOMER at the Point of Delivery, together with the necessary connection from ESKOM's electricity system, all of which shall remain ESKOM's property irrespective of where in the electrical circuit the Metering Installation is installed.
- 7.2 Should the Point of Delivery be located within the Premises, ESKOM shall provide a service connection to the Point of Delivery on and/or across the Premises along a route to be agreed between ESKOM and the CUSTOMER.
- 7.3 Where ESKOM installed or provided the CUSTOMER with a CIU, such unit shall remain the property of ESKOM. The CUSTOMER shall be responsible for the safe accommodation of the CIU and shall report all faults relating thereto to ESKOM.
- 7.4 **The CUSTOMER shall be liable for the loss of or any damage to the CIU not attributable to normal wear and tear.**
- 7.5 The CUSTOMER may not tamper with the equipment provided by ESKOM, irrespective of whether ESKOM remains the owner thereof or not.
- 7.6 **The CUSTOMER notes and agrees that ESKOM cannot install protective equipment on its own system which will ensure in all cases that motors and/or other equipment on the CUSTOMER's side will be protected in the event of frequency deviations, voltage variations, voltage harmonics, voltage flicker, voltage unbalance, voltage dips, voltage surges, voltage transients, undervoltages and overvoltages or an Interruption or a Disconnection of the supply of electricity. The CUSTOMER shall take adequate measures to protect its motors and/or equipment against damage that may arise in such cases.**

**8. EQUIPMENT PROVIDED BY THE CUSTOMER**

- 8.1 The CUSTOMER shall at its expense supply, erect, connect, operate and maintain any equipment required to connect its electrical installation at the Point of Delivery, provided that this equipment shall be approved by ESKOM before it is connected to the Point of Delivery.

- 8.2 The equipment of the CUSTOMER and the wiring of the Premises, shall be sound and fit for purpose design and construction, properly installed and maintained by the CUSTOMER, and shall in all respects comply with any applicable law.
- 8.3 ESKOM has the right to inspect a copy of the CUSTOMER's certificate of compliance.
- 8.4 The CUSTOMER must ascertain from ESKOM the type of protection to be provided on the supply.

## 9. ACCESS TO PREMISES

- 9.1 If requested by ESKOM, the CUSTOMER shall provide to ESKOM, at the CUSTOMER's expense, suitable and secured accommodation for the equipment installed by ESKOM.
- 9.2 ESKOM's authorised representatives shall have at all reasonable times, save in the case of an emergency, when more immediate access may be required, unfettered access to the Premises for any purpose required in terms of this Agreement.

## 10. METER-READINGS AND RENDERING OF ACCOUNTS

- 10.1 ESKOM shall operate and maintain the Metering Installation to be used for measuring the electricity supplied by ESKOM to the CUSTOMER. The Metering Installation shall comply with the requirements of the accuracy class as specified in NRS 057.
- 10.2 The meter(s) shall be read at such intervals as ESKOM may decide and accounts shall be rendered on the basis of such meter-reading, provided that in the event of the period between successive meter-readings being longer than 30 (thirty) days, an estimated account shall be rendered to the CUSTOMER. An adjustment of the account shall be rendered after the meters are next read based on the actual consumption of electricity as measured.
- 10.3 In cases where meters are manually read, the CUSTOMER can inform ESKOM timeously of the actual meter-readings on which to base ESKOM's account.
- 10.4 ESKOM will take reasonable efforts to ensure that the account is then issued on the basis of these meter-readings but retains the discretion whether to do so or not, and in any event any subsequent meter-reading by ESKOM subsequent to such an account, will prevail as proof of consumption.
- 10.5 In cases where meter-reading are automated, the account will generally be based on actual meter-readings. Where actual meter-readings are not available for any reason, an estimated meter-reading will be used to generate an account.
- 10.6 An account is payable on the Due Date and the CUSTOMER must enquire if it has not received an account, and also irrespective of whether the consumption was based on actual meter-readings or estimations.
- 10.7 The records of the meter-readings shall at all reasonable times be open for inspection by the CUSTOMER or its authorised representative.

## 11. TESTING OF METERING INSTALLATION

- 11.1 ESKOM may test the Metering Installation at any time. If the CUSTOMER requests ESKOM in writing to test the Metering Installation, and after payment of a meter test fee, ESKOM shall test the Metering Installation.
- 11.2 If the test shows an inaccuracy to be in excess of the percentage accuracy as specified in NRS 057, the same shall, in the absence of evidence to the contrary, be deemed to have existed since the date the error or fault can be reasonably shown to have occurred, and (i) where applicable the test fee shall be refunded to the CUSTOMER, (ii) the Metering Installation or any part thereof shall be repaired or replaced as necessary, (iii) the electricity consumption of the CUSTOMER shall be estimated in accordance with NRS 047 and (iv) the account shall be adjusted in accordance with subclauses 15.5 below, in the first account rendered after the inaccuracy has been ascertained.
- 11.3 ESKOM shall notify the CUSTOMER of the estimated electricity consumption, which notification will be binding on the CUSTOMER save in the case of a manifest error.
- 11.4 If the test shows an inaccuracy to be less than the percentage accuracy specified in NRS 057, the account(s) shall stand as rendered and where applicable the meter test fees paid by the CUSTOMER shall be forfeited and any additional, actual costs that ESKOM incurred in testing the Metering Installation shall be charged to the CUSTOMER's account.

## 12. RIGHT(S)-OF-WAY

### 12.1 THE RIGHTS

- 12.1.1 The CUSTOMER grants, generally, an irrevocable right (the "Rights"), in perpetuity and free of charge, to ESKOM and over the Premises, for the distribution and transmission of electricity and related purposes, substantially along a route to be agreed between the Parties, and comprising an area on either side of the centre line of the Goods, once they are built (the "Wayleave Area"), per Table 2, and the Rights include those set out herein.

Initial:  X

Table 2:

Voltage	Area on either side of the centre line of the Goods
1. All voltages below 22kV	9 metres
2. 22kV	9 metres

3. 33kV	11 metres
4. 44kV	11metres
5. 66KV	11 metres
6. 88kV	11 metres
7. 132kV and Delta construction 275kV	20 metres

- 12.1.2 **The Rights, specifically, include the rights to:**
- 12.1.2.1 **convey electricity and telecommunication across the Premises;**
  - 12.1.2.2 **erect structures, conductors, cables, appliances and, without limitation, everything else as may be necessary or convenient in exercising the Rights (the "Goods") and the CUSTOMER agrees that structure-supporting mechanisms may reasonably extend beyond the Wayleave Area where it is necessary to safely secure the Goods;**
  - 12.1.2.3 **enter and be upon the Premises, subject to the CUSTOMER's health and safety policies and procedures, at any time in order to construct, erect, operate, use, maintain, repair, re-erect, alter or inspect the Goods or in order to gain access to any adjacent premises in the exercise of rights similar to the Rights;**
  - 12.1.2.4 **have these Goods remain on the Premises for so long as either ESKOM or the CUSTOMER requires them to;**
  - 12.1.2.5 **extend the Goods to other customers, suppliers or contracting parties of ESKOM, over the Premises;**
  - 12.1.2.6 **use existing roads and gates giving access to and running across the Premises and to erect in any fence such gates as may be necessary or convenient to gain access to or exit from the Premises and the Goods or in order to gain access to any adjacent premises in the exercise of rights similar to the Rights;**
  - 12.1.2.7 **remove any material or structures, and cut or trim any tree, bush or grass within the Wayleave Area or to the extent necessary where the Goods extends beyond the Wayleave Area, in order to comply with the restrictions referred to in subclause 12.2.2 hereof; and**
  - 12.1.2.8 **every ancillary right necessary or convenient for the proper exercise of the Rights granted to ESKOM.**
- 12.1.3 **The Rights shall apply to all electricity infrastructure on the Premises and the area which such infrastructure covers shall be deemed to be included in the Wayleave Area and/or Restricted Area. It is agreed that the CUSTOMER herewith grants permission for all electricity infrastructure on the Premises to remain on the Premises.**
- 12.1.4 **Any expenses to be incurred, which are necessitated by a change to or removal of the Goods in the Wayleave Area, required by the CUSTOMER or the registered owner of the Premises, are for the CUSTOMER's account and must be paid for by the CUSTOMER in advance. ESKOM shall effect such changes or removals after receipt of such payment, if such changes or removal are technically possible.**
- 12.1.5 **The Contractor may exercise any of the Rights.**
- 12.1.6 **ESKOM may:**
- 12.1.6.1 **let any portion of the Goods to any third party on such conditions as ESKOM may deem fit;**
  - 12.1.6.2 **cede all or any of the Rights to any third party.**

## 12.2 THE OBLIGATIONS

- 12.2.1 **ESKOM must:**
- 12.2.1.1 **ensure that any of ESKOM's gates that it had used is closed after use;**
  - 12.2.1.2 **pay reasonable compensation for intentional damage or damage caused through a negligent act or omission, caused by ESKOM, its employees or agents in pursuit of the Rights, save where ESKOM is acting in accordance with subclause 12.1.2.7; and subject to the provisions of clause 21.**
  - 12.2.1.3 **where a Contractor exercises the Rights, ensure that the Contractor complies with the obligations contained in this subclause 12.2.1.**
- 12.2.2 **The CUSTOMER must ensure that no:**
- 12.2.2.1 **building or structure is erected or installed above or below the surface of the ground within the Wayleave Area and no tree or bush is planted within the Wayleave Area or within the metres per Table 2 above, from any structure-supporting mechanism (the "Restricted Area");**
  - 12.2.2.2 **tree, which could grow to a height in excess of the horizontal distance of that tree from the nearest conductor of any power line is planted or allowed to continue growing, regardless that it is outside of the Wayleave or Restricted Area;**
  - 12.2.2.3 **material which may in the opinion of ESKOM endanger any electricity infrastructure is placed within the Wayleave or Restricted Area.**
- 12.2.3 **The CUSTOMER must bring the existence of these Rights to the attention of any purchaser or other transferee of the Premises (or of any portion of the Premises) before the Premises (or**

any portion thereof) is sold and/or transferred to such purchaser or transferee, or, where the CUSTOMER grants any further rights in or to the Premises to any other third party, to such third party.

- 12.2.4 The CUSTOMER must inform ESKOM in writing if it is going to sell the Premises or knows that the Premises will be sold.
- 12.2.5 If the CUSTOMER is not the registered owner of the property, per the Deeds' Office records, it must, in favour of ESKOM, obtain the permission of the registered owner of the Premises to grant to ESKOM the Rights.
- 12.2.6 The CUSTOMER's attention is drawn to the provisions of section 10.17.1 of the regulations promulgated in terms of the Explosives Act 26 of 1956, which prescribes that when blasting is to be done within 500 (five hundred) metres of any electricity infrastructure, written confirmation must first be obtained from ESKOM concerning the protection of electricity infrastructure.

### 13. COMMENCEMENT OF SUPPLY

The supply of electricity shall be made available by ESKOM, subject to the CUSTOMER complying with ESKOM's conditions for providing supply, on a date to be advised to the CUSTOMER by ESKOM, or as soon thereafter as practicable.

### 14. TARIFF AND OTHER CHARGES OR FEES

- 14.1 Prices to be charged:
  - 14.1.1 The prices payable by the CUSTOMER for consumption and the supply of electricity shall be the prices set out in the Tariff as specified in the applicable Schedule of Standard Prices.
  - 14.1.2 Should the CUSTOMER be on a Tariff with no fixed charge, and no electricity is consumed in any period of 6 (six) consecutive months, ESKOM may terminate this Agreement on notice and remove all of its equipment.
  - 14.1.3 The CUSTOMER may elect to be charged a different tariff as specified in the Schedule of Standard Prices, subject however to –
    - 14.1.3.1 a new electricity supply agreement being concluded;
    - 14.1.3.2 a change in tariff being restricted to 1 (one) change for each Point of Delivery in a period of 12 (twelve) calendar months.
    - 14.1.3.3 the CUSTOMER meeting the qualification criteria for such elected tariff.
- 14.2 Connection Charges:
  - 14.2.1.1 In addition to the Tariff and standard charges or fees to be paid, the CUSTOMER must pay, if applicable the Standard and Premium Connection Charge and/or the Monthly Connection Charge until its expiry date as set out in this Agreement and if the Agreement is terminated.
- 14.3 Other charges
  - 14.3.1 In addition to the Tariff charges and the Connection Charge, ESKOM may require the CUSTOMER to pay additional charges for direct services rendered to the CUSTOMER (i) either at the request of the CUSTOMER or (ii) caused by the CUSTOMER's failure to fulfil its obligations in terms of this Agreement.

### 15. PAYMENT OF ELECTRICITY ACCOUNTS

- 15.1 Accounts for all charges payable by the CUSTOMER shall be sent to the CUSTOMER as soon as possible after the end of each month. The account is due and payable from the 1<sup>st</sup> (first) day following the Bill Date until and up to the Due Date. .
- 15.2 Should the CUSTOMER authorise payment of its accounts by debit order as set out in Annexure 'C' (Authorisation for Debit Order or Automatic Payment of Electricity Account), ESKOM shall debit the CUSTOMER's bank account with the total amount payable on the Due Date.
- 15.3 Should payment not be received by the Due Date, ESKOM may Disconnect the supply in accordance with subclause 18.3. ESKOM shall charge interest compounded monthly from the 1<sup>st</sup> day following the Bill Date to the date of payment, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
- 15.4 Should the CUSTOMER dispute an account, it shall, before the next account is issued, give ESKOM written notice of the dispute. However, the CUSTOMER shall not be entitled to reduce or set off its debt or defer payment thereof beyond the period of grace allowed for in subclause 15.3, in any event. Only if a manifest error is evident, shall the CUSTOMER be entitled to pay in lieu of the amount due an amount equal to the average of the accounts rendered for the preceding 3 (three) consecutive months.
- 15.5 Should the CUSTOMER be incorrectly charged for any amount(s) payable in terms of this Agreement, ESKOM shall inform the CUSTOMER of the correct amount(s) payable and the reasons therefor.
  - 15.5.1 In the case of the CUSTOMER having been overcharged and having paid such overcharged amount, ESKOM shall as soon as practicable credit the CUSTOMER's account with the total amount overcharged with interest compounded monthly in arrears from the date the CUSTOMER has paid the overcharged amount up to the date ESKOM has credited the CUSTOMER's account, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited minus 4% (four percent).

- 15.5.2 In the case of the CUSTOMER being undercharged, ESKOM shall debit the CUSTOMER's account with the total amount undercharged and such amount shall be payable by the CUSTOMER. If the CUSTOMER cannot pay the full amount then due, it must enter into a separate payment deferral arrangement, and the repayment term may not extend beyond 6 (six) months, or the period for which the CUSTOMER was undercharged, whichever is the least number of months. The amount outstanding shall bear interest, if it is not paid with the next account, compounded monthly, from the date the CUSTOMER's account was debited in terms of this Agreement to date of payment, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
- 15.5.3 In the case of the CUSTOMER being undercharged, as a result of tampering by the CUSTOMER, the total amount undercharged calculated from the date of tampering shall be payable by the CUSTOMER and shall bear interest, compounded monthly, from the date the CUSTOMER's account was debited in terms of this Agreement to date of payment, at a rate per annum equal to the prevailing prime interest rate charged by First National Bank of Southern Africa Limited plus 5% (five percent) subject to limitations imposed by prevailing legislation.
- 15.6 A certificate under the signature of a duly authorised employee of ESKOM setting out the amount due and payable by the CUSTOMER at any time in terms of this Agreement, shall be *prima facie* proof, of the amount due by the CUSTOMER.

## 16. SECURITY – ELECTRICITY ACCOUNTS

- 16.1 The CUSTOMER shall, on signing this Agreement and prior to supply being made available, furnish ESKOM with Security for due payment of accounts for an amount calculated by ESKOM to be sufficient to cover the highest estimated charges payable by the CUSTOMER in 3 (three) consecutive months or 2 (two) consecutive months, where the CUSTOMER authorised payment of its accounts by debit orders, anticipated consumption during the highest annual consumption period.
- 16.2 ESKOM shall have the right to call upon the CUSTOMER at any time to vary the Security, so that the Security Amount shall always be sufficient to cover the estimated amount payable by the CUSTOMER for electricity during any period of 3 (three) consecutive months during the highest annual consumption period, to be provided by the CUSTOMER within 30 (thirty) days of being called upon to do so.
- 16.3 ESKOM shall have the right at any time to allocate the whole or any portion of the Security towards the payment of any amounts payable by the CUSTOMER for electricity supplied and which are in arrears. If ESKOM so applies the proceeds of the Security, the CUSTOMER must ensure that the Security is immediately reinstated to the required amount.
- 16.4 If and whenever the Security provided by the CUSTOMER in accordance with this clause ceases (for any reason whatsoever) to be in full force and effect or otherwise to comply with this clause, the CUSTOMER shall promptly upon the occurrence of such event provide ESKOM with new Security which meets the requirements of this clause.
- 16.5 Should the CUSTOMER fail to comply with the provisions of subclauses 16.1, 16.3, and 16.4 above, ESKOM shall be entitled to Disconnect the supply in accordance with subclause 18.3.
- 16.6 The balance of the Security shall be returned to the CUSTOMER upon termination of this Agreement and final settlement of any amounts owing to ESKOM.
- 16.7 The Cash Deposit shall bear interest, capitalised annually, at the prevailing rate as determined by ESKOM from time to time.

## 17. EMERGENCY CONDITIONS AND CONSTRAINTS

- 17.1 ESKOM may interrupt the supply of electricity to the CUSTOMER or require the CUSTOMER to reduce its demand for the supply of electricity, if ESKOM has a shortage of generation and/or transmission and/or distribution capacity.
- 17.2 In addition, the CUSTOMER is requested to use energy efficient technologies and equipment in accordance with best international practice on specific applications e.g. lighting, heating/cooling, induction loads, by way of example.

## 18. DISCONNECTION, AND TERMINATION OF THIS AGREEMENT

- 18.1 ESKOM may Disconnect the electricity supply to the CUSTOMER immediately if:
- 18.1.1 the CUSTOMER is causing or can reasonably be expected to cause ESKOM to be in immediate breach of any applicable law, rules, regulations, schedules, licences, codes, or any approvals, where such breach requires Disconnection;
- 18.1.2 the CUSTOMER is causing or can reasonably be expected to cause personal injury to ESKOM's agents, directors or employees, the CUSTOMER, its agents, directors or employees or any third party;
- 18.1.3 the CUSTOMER is causing or can reasonably be expected to cause immediate material damage to the assets of ESKOM or other customers connected to the ESKOM network;

- 18.1.4 the supply of electricity to the CUSTOMER is used anywhere other than at the Premises;
- 18.1.5 the CUSTOMER supplies electricity to a third party;
- 18.1.6 the CUSTOMER tampers with or permits tampering with the Metering Installation or any other ESKOM equipment; or
- 18.1.7 the CUSTOMER allows the electricity supply to bypass the Metering Installation.
- 18.2 Should the electricity supply be Disconnected as provided for in subclause 18.1, ESKOM shall notify the CUSTOMER in writing of the Disconnection, the reasons therefor and reconnection requirements.
- 18.3 ESKOM may Disconnect the supply after having given the CUSTOMER 14 (fourteen) days' notice to rectify a breach, if the CUSTOMER breaches this Agreement other than as set out in subclause 18.1, or if the CUSTOMER breaches the terms of any repayment agreement, as amended or re-negotiated from time to time.
- 18.4 If ESKOM Disconnects the CUSTOMER as intended in subclauses 18.1 and 18.3, ESKOM may, in addition, on written notice, terminate this Agreement with the CUSTOMER, and remove its equipment from the Premises. For the purposes of this clause, sections 12 and 13 of the Electronic Communication and Transaction Act 25 of 2002, do not apply save that the intended notice may be scanned after manual signature and then sent electronically.
- 18.5 Before the supply of electricity which has been Disconnected, and if this Agreement has not been terminated as intended in subclause 18.4, is reconnected, the CUSTOMER shall pay all arrears due to ESKOM, including loss of revenue, costs of repairing or replacing any damaged equipment or Metering Installation and any applicable charges associated with the Disconnection.
- 18.6 The Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought by one Party against the other, under or in connection with this Agreement.
- 18.7 **Should either Party commit any breach of this Agreement and a Party resorts to litigation, the losing Party may be awarded attorney and client costs incurred by the other Party as a result of such litigation.**


## 19. PERIOD OF AGREEMENT

- 19.1 This Agreement shall come into effect on the date of signing hereof and shall remain in force subject to clauses 18 and 23 or 1 (one) months written notice of termination by either Party, provided that:
- 19.1.1 **should this Agreement be terminated prior to the expiry of any period for which any Monthly Connection Charges are due and prior to the expiry of the Minimum Liability Period, then the CUSTOMER shall pay the balance of the outstanding Monthly Connection Charge for the remaining Minimum Liability Period;**
- 19.1.2 **should this Agreement be terminated prior to the expiry of any period for which any Monthly Connection Charges are due and after the expiry of the Minimum Liability Period, then the CUSTOMER shall pay the Monthly Connection Charge for the period of 1 (one) months' notice of termination; and**
- 19.1.3 **should this Agreement be terminated prior to the expiry of the Minimum Liability Period, the CUSTOMER shall pay the network capacity charge of the Tariff for the remaining Minimum Liability Period within 30 (thirty) days of being advised in writing by ESKOM of the amount/s due in respect thereof.**

## 20. DISPUTES AND DISPUTE RESOLUTION

- 20.1 This clause does not apply to disputes arising out of clause 12.
- 20.2 The Parties shall endeavour to resolve by informal negotiation any dispute between them in connection with or arising from the construction, interpretation, performance or non-performance or termination of this Agreement and any related or subsequent agreement or amendments thereto.
- 20.3 However, if agreement cannot be reached and the value of the claim exceeds the monetary jurisdiction limit of the Magistrates' Courts at the time that the dispute arises, such dispute shall be finally resolved in terms of the rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator formally appointed by the said foundation. Should arbitration be required in terms of this subclause 20.3, either Party may still approach a court for interim relief.
- 20.4 Where subclause 20.3 applies:
- 20.4.1 Either Party can refer the dispute to AFSA for the appointment of an arbitrator, and if the Parties cannot agree on one within 30 (thirty) days of any Party making suggestions to the other Party for the said appointment;
- 20.4.2 The language of the arbitration shall be English and such arbitration shall be held in Johannesburg, unless the Parties agree otherwise.
- 20.4.3 The costs and expenses of the arbitrator shall be paid by such Party or Parties and in such proportions as the arbitrator determines to be appropriate and each Party shall bear its own costs and expenses incurred in any such proceedings.
- 20.5 While the resolution of any dispute is still pending, the Parties shall continue to perform their respective obligations under this Agreement until such dispute has been finally resolved by arbitration.
- 20.6 This clause is severable from the rest of this Agreement and will remain in effect even if this Agreement is terminated, lapses or is declared invalid for any reason.

Initial:  X

Initial: 

X

## 21. DAMAGES

- 21.1 **ESKOM shall not be liable to the CUSTOMER for any damages incurred by the CUSTOMER as a result of any action or omission related to the design, construction, operation or maintenance of ESKOM's power system unless such loss or damage is due to the negligence of ESKOM.**
- 21.2 **ESKOM shall not be liable for damages caused to the CUSTOMER by an Interruption, Disconnection or Discontinuation, or any variation of voltage or frequency, unless such is due to the negligence of ESKOM but it is agreed between the Parties that an Interruption to ESKOM's customers generally due to any constraint on ESKOM's system, and in terms of clause 17, is not due to Eskom's negligence.**
- 21.3 **Neither Party is liable to the other for consequential damages, which includes, but is not be limited to, loss of production and loss of profit.**
- 21.4 **The maximum liability of ESKOM to the CUSTOMER in respect of any single event shall not exceed 1/12 (one twelfth) of the amount paid by the CUSTOMER during the preceding 12 (twelve) months, and the maximum aggregate liability of ESKOM to the CUSTOMER in respect of any events occurring in any preceding 12 (twelve) months shall not exceed the amount paid by the CUSTOMER during the preceding 12 (twelve) months.**
- 21.5 **The Parties' liability to each other in respect of any claim that arises pursuant to this Agreement, whether under delict or contract shall be as detailed in this Agreement, and no Party shall have any additional liability to the other Party in respect of such claim.**
- 21.6 **Notwithstanding any provision of this Agreement, the CUSTOMER shall fully indemnify ESKOM against any claim or action instituted by a third party due to the failure of the electricity supply to the CUSTOMER, whether emanating from contract, delict or any area of law, unless ESKOM has been proved negligent, subject to the provisions of subclause 21.2.**

## 22. CESSION AND DELEGATION OF RIGHTS AND OBLIGATIONS

- 22.1 **Neither Party hereto may cede and/or delegate any of its rights and/or obligations under this Agreement to any person without the written consent of the other, subject thereto that ESKOM may on written notice to the CUSTOMER cede and/or delegate its rights and/or obligations under this Agreement to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the electricity supply and distribution industry.**

## 23. FORCE MAJEURE

- 23.1 **If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Agreement due to a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable but no later than 48 (forty-eight hours) of it becoming aware of the Force Majeure Event, notify the other Party in writing (a 'Force Majeure Notice') setting out:**
- 23.1.1 **full particulars of the Force Majeure Event;**
- 23.1.2 **the impact of the Force Majeure Event on the Affected Party's obligations under this Agreement;**
- 23.1.3 **the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such Force Majeure Event; and**
- 23.1.4 **the steps which it is taking or intends to take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance.**
- 23.2 **The Affected Party shall prove both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.**
- 23.3 **If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the date falling 60 (sixty) days after the receipt by the non-Affected Party of the Force Majeure Notice, either Party shall be entitled to refer the matter to arbitration in accordance with clause 20 of this Agreement.**
- 23.4 **If it is agreed or determined that a Force Majeure Event has occurred, the Affected Party shall, provided that it has complied with the requirements of this clause 23, not be liable for any failure to perform an obligation under this Agreement to the extent that:**
- 23.4.1 **such performance is prevented, hindered or delayed by a Force Majeure Event; and**
- 23.4.2 **such failure could not have been mitigated by the Affected Party (acting as a Reasonable and Prudent Person).**
- 23.5 **The Affected Party shall use all reasonable efforts to mitigate, rectify and overcome the effects of any Force Majeure Event(s) and to minimise the effect on the other Party and shall give the other Party (i) regular reports on the progress of the mitigation measures and (ii) prompt notice on the cessation of the Force Majeure Event(s).**
- 23.6 **If the Force Majeure Event subsists for more than 90 (ninety) consecutive days, the non-Affected Party shall have the right to terminate this Agreement after having given the other Party 14 (fourteen) days written notice without prejudice to any claim either Party may have in terms of this Agreement.**

**24. NOTICES**

- 24.1 Any notice, including electricity accounts, to the CUSTOMER required or necessitated by this Agreement shall at ESKOM's option be served at the Premises, or at the alternative physical address of the CUSTOMER, or at the CUSTOMER's postal address, e-mail address or fax number set out in this Agreement or communicated to ESKOM by the CUSTOMER.
- 24.2 Posted notices, including electricity accounts, shall be deemed to have been received by the addressee on the 7<sup>th</sup> (seventh) day after the date of the notice, hand-delivered notices on the date of delivery, facsimile or e-mailed notices or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission.
- 24.3 The CUSTOMER may be cited in legal proceedings at the Premises or the alternative physical address furnished by the CUSTOMER.
- 24.4 ESKOM may be cited in legal proceedings at Megawatt Park, Maxwell Drive, Sunninghill Ext. 3, Sandton.

**25. GENERAL**

- 25.1 This Agreement constitutes the sole and entire agreement between the Parties and supersedes all previous negotiations, arrangements or agreements in respect of the subject-matter of this Agreement, other than the Quote, separate agreements or documents relating to rights-of-way and/or servitudes, or repayment of past debt.

No variation, modification, waiver, failure, delay, relaxation or indulgence of any provision of this Agreement, or consent to any departure therefrom, shall in any way be of any force or effect unless confirmed in writing and signed by both Parties.



# TECHNICAL PROPOSAL

Big Red 80 - 15kl - Wild Olive Estate - Kenton



Modular Waste Water Treatment Plants

TECHNICAL PROPOSAL:

QUOTE # QU 21765 Rev 1

Prepared for:	Adrian Purdon / Craig Staveley
Date:	17.05.25
Project:	Upto 80 person on site plant - 15kl per day
Type of Plant:	Big Red 80 Complete with multi chambered septic tanks SMART
Plant Capacity:	15kl per day
E-mail:	admin@ecotanks.co.za
Contact Details:	083 447 1482
Website:	www.ecotanks.co.za

## CONTENTS

1	Design Criteria	2
	Design Criteria (Continued)	2
2	Overview of the Proposed Treatment Process	3
3	Electrical and Site Requirement (single phase) (surge protected)	3
4	Foot Print	3
5	Tie in requirement	4
6	Outlet details	4
7	Proposed Key Personnel required	4
8	Implementation Programme	4
9	Costing	4
10	Disclaimer	5
11	Glossary Of Terms	5

## 1. DESIGN CRITERIA

A need for the supply, installation and commissioning is required for a waste water treatment plant domestic use not exceeding 15kl p/d

The overall objective of the Waste Water Treatment Plant is to ultimately provide a Waste Water Treatment System that is capable of coping with a wide range of probable Waste Water conditions (both black and grey water) while complying with the overall performance requirements which is to meet or exceed the Department of Water and Sanitation requirements.

The Big Red process cleans waste water in four basic steps:

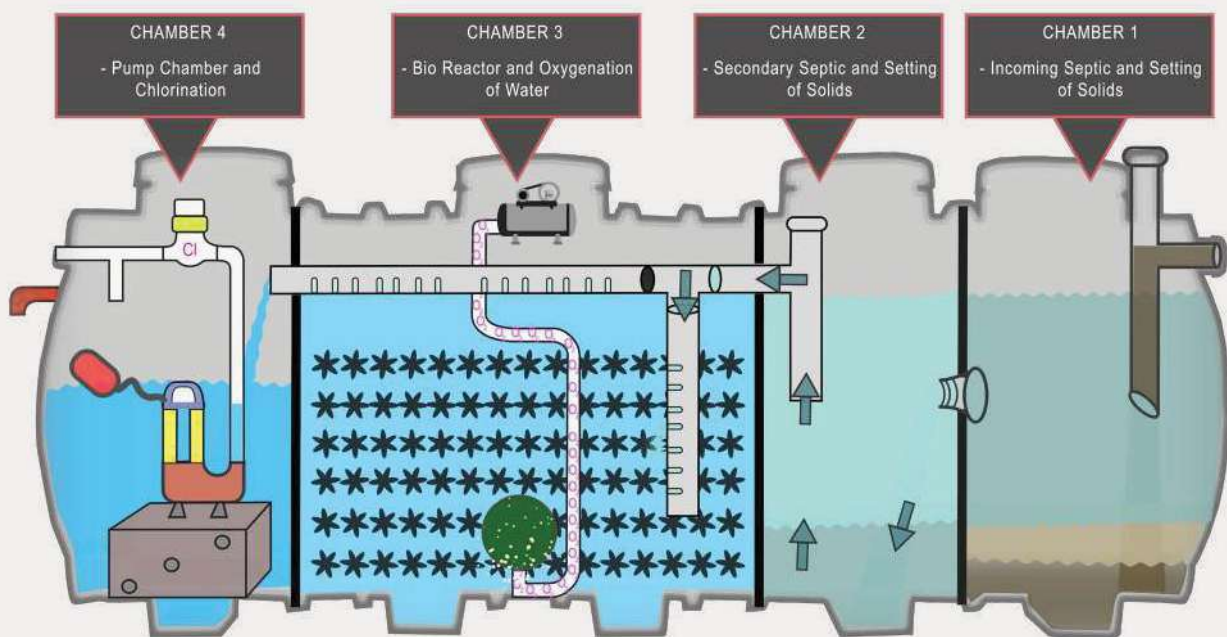
1. Separation and anaerobic digestion
2. Aerobic digestion (moving bed bio-reactor)
3. Filtration
4. Disinfection

The anaerobic section reduces the BOD (amount of oxygen needed by organisms to break down inorganic material) loading of the waste stream by upto 40% and provides a suitable buffer/ retention time for complete treatment.

We utilize custom designed, multi chambered Septic tanks also known as anaerobic digesters.

The Aerobic section then further reduced the BOD loading and reduces Nutrients (mainly Nitrates and Nitrites from the waste stream).

[Click here to view promo video](#)



## 1. DESIGN CRITERIA (CONTINUED)

Lastly the Disinfection process kills any remaining Pathogens in the Waste Stream to provide a clarified effluent ready for any non-potable reuse options such as irrigation, car washing and dust control.

The BIG RED plant can be configured for above or below ground installation, and our unique modular system can be up scaled to treat hotels, lodges, schools, businesses, mines and much more.

We have quoted you on a below ground system. Above ground bio-reactor option is available on request. Please feel free to contact me to discuss this option.

This design criteria does not allow for kitchen waste to enter the system from FOH and BOH. Should the need arise for kitchen waste to be added to the system, please contact us for a price on a grease trap.

The system is designed to also allow for lag phases in the growth of bacteria due to low occupancy at certain times. It is advisable to add enzymes to the system during this time. Pricing available on request.

**Note:** This Plant includes a timed Hummus Return whereby activated sludge is return to the Primary Treatment process daily. This ensures a low sludge build up whereby settled sludge is consumed rather than disposed of, creating additional, unwanted costs.

**Important Note:** If any of the data or criteria in the brief changes, or additional information becomes available, or information has been omitted, please notify us so that the proposal can be amended.

## 2. OVERVIEW OF THE PROPOSED TREATMENT PROCESS

### HOW DOES THE BIG RED® WASTE WATER TREATMENT PLANT WORK?

#### Primary Treatment

This is done in the custom designed septic tanks/anaerobic reactors. The liquid capacity of these septic tanks is determined by the number of users connected to a septic tank, or by the daily flow rate of the waste-stream. The anaerobic treatment process occurs in enclosed tanks to prevent access to oxygen. In the anaerobic reactor, solids are intercepted and biologically broken down by anaerobic microorganisms that are in contact with the waste water. We keep the anaerobic microorganisms (biomass) in our anaerobic treatment process in suspension. This process requires at least 12 hours retention, but in our system, we retained for at least twenty four hours. The longer retention time translates into a higher quality effluent with significant Biological Oxygen Demand (BOD) reduction occurring before it flows into the biological reactor for secondary treatment.

#### Secondary Treatment

This is done in the Aerobic Biological Reactor. In the process, air (oxygen) is pumped into the reactor to mix with and supply air to the waste water. The design for the secondary treatment process allows us to circulate the waste water between an aerobic zone and an anoxic zone to facilitate the de-nitrification process. By providing mobilized media for microorganisms to attach and grow on, this is known as a moving bed process. This Bio-Media structure provides a surface area of between 800m<sup>2</sup>/m<sup>3</sup> - 3500 m<sup>2</sup>/m<sup>3</sup> for bacteria to colonise and grow on. Our system combines Moving Bed Bio-reactor technology imported from Europe with a locally manufactured Bio-media product. The combination has proven to be extremely effective in producing clean treated water that can be discharged safely back into the environment. The microorganisms metabolize the organic material into carbon dioxide and other safe end products. The two major advantages of combining the two technologies is that diluted waste water can be treated and the bacterial colony will not be flushed out should the system be hydraulically overloaded.

#### The Tertiary Treatment

This process is a disinfectant/sterilizing process. We subject the treated waste water from the Bio-reactor to powerful Ultra Violet light. This is integrated into the plant as a precaution against pathogens that may have passed on from the second stage. We achieve this with a pumping chamber that has a storage capacity of 4500 litres before the submersible pump pumps out the contents to the above ground storage.

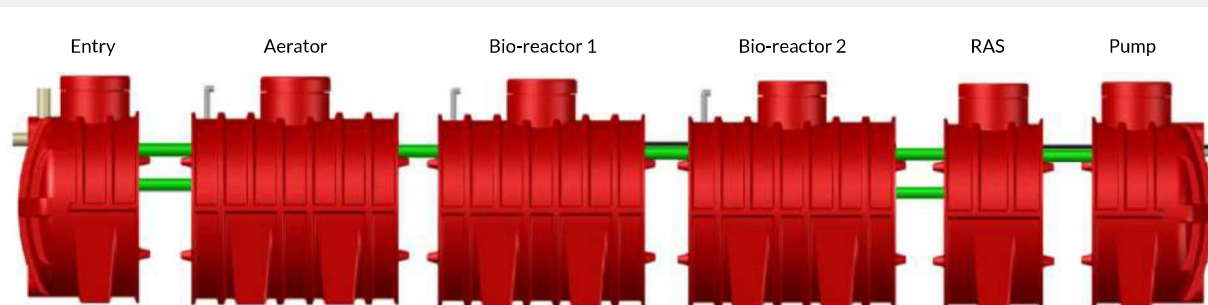
**Our final effluent conforms to the general standard laid out by the Department of Water and Sanitation (DWS). Please enquire should you want to see these parameters.**

## 3. ELECTRICAL AND SITE REQUIREMENT (SINGLE PHASE) (SURGE PROTECTED)

1. 3 off aerator @ 120watts continuous each
2. 1 off discharge pump @ 750watts for 90- 120 minutes per day depending on head
3. 1 off Humus Return pump @ 250watts for 5 min per day
4. SMART monitoring @ 25watts continuous
5. 13 off Lift pumps from each home @ 550watts each for 15min per day

## 4. FOOT PRINT

5300mm x 3500mm x 1700mm and 7900mm x 1800mm x 1850mm



## 5. TIE IN REQUIREMENT

A 110 mm (or 160 mm pipe if required) inlet feed is directed to the inlet of the systems or tanks inlet. If multiple inlets are required to feed into the plant a 'splitter manhole' is available on request. The Option of installing daisy chain pump fed chambers are also optional.

## 6. OUTLET DETAILS

The outlet can be either via pump feed (40mm) or 110 mm gravity feed.

## 7. PROPOSED KEY PERSONNEL REQUIRED

The Big Red plant does not require a full-time operator. Training will be given for simple daily checks to be done. A service is required every 12 months to ensure optimum performance.

## 8. IMPLEMENTATION PROGRAMME

From date of deposit or full payment received, the plant can be manufactured in 10 working days. Installation Supervision can be quoted on request whereby a Senior Technician guides the installation with your labour and equipment (highly recommended).

The days quoted will exclude any delays due to induction and training of staff, delays due to other contractors such as but not limited to electrical requirements, water supply, geo technical conditions, rain, EIA approvals, etc.

## 9. COSTING

Item			Price
1.	Big Red 80 Custom Excl Septic tanks Below or above ground install.	Big Red 80 with the following - Includes SMART Aerobic chambers, Anoxic zone and disinfection. Capable of treating both black and grey water to Department Water and Sanitation general standards. Each home to have own 6kl septic / pump to mains. Complete plug and play design. Suitable for above ground install.	R378 397.00
2.	Installation and delivery:	Installation to be concluded by authorized installer only. AquaO2 to commission and sign-off installation. Big Red carries a full 10 year guarantee once signed off. Please register your Big Red on our web site <a href="http://www.thebigred.co.za">www.thebigred.co.za</a> or on <a href="http://www.ecotanks.co.za">www.ecotanks.co.za</a> Delivery is included in the total.	R63 050.00
3.	Pre Septic and pump	13 off 4.5kl septic / pump chambers @ R24 975 per home. TBD optional.	(R324 675.00)
	<b>SUB TOTAL:</b>	<b>TOTAL COST Excl Vat</b>	<b>R441 447.00</b>

### \*Exclusions:

1. All civil work including structural design and construction of foundations, grouting, sumps, pits, collection tanks, drinking water storage tank(s), platforms, ladders, plant building, etc.
2. Electrical works, underground earthing, plant illumination for plant operation and maintenance, etc.
3. We have not allowed for any replacement of equipment damaged by others, lightning strikes, power surges or phase reversals.
4. Liquid and solid waste removal
5. Storage, insurance and security of equipment on site.
6. Scope beyond all necessary termination points as specified in our proposal.
7. Statutory requirements outside the norm.
8. All Pipework except as specified in our proposal.
9. Spare parts

## 10. DISCLAIMER

This proposal (and any attachment) is strictly confidential and intended solely for the ordinary use of the person/s to which it was addressed. It may contain legally privileged and/or confidential information. The unauthorised use, disclosure, distribution and/or copying of this document or any information it contains is strictly prohibited and could, in certain circumstances, constitute a criminal offence.

The contents of this proposal and any attachments to it are written for and on behalf of the Aqua O2 (Pty) Ltd to which the subject matter expressly relates and no other company. No employee, agent, consultant or other representative of Aqua O2 (Pty) Ltd is authorised to conclude any binding agreement on behalf Aqua O2 (Pty) Ltd without express written confirmation of the members of the company.

## 11. GLOSSARY OF TERMS

**WWTP:** Wastewater Treatment Plant

**Package Plant:** Any onsite, waterborne, domestic wastewater treatment system with a flow rate less than 2000m<sup>3</sup>/day.

**STP:** Sewage Treatment Plant

**Black Water:** Any Effluent which resides from toilets and grease traps which the organic pollutants are found in the waste stream.

**Grey Water:** Relatively clean water which source comes from baths, sinks, washing machines etc.

**Sewage:** Waste Water and excrement conveyed in sewers

**Sewerage:** The physical drainage of sewage

**Influent:** Wastewater "flowing in"- Normally raw and untreated

**Effluent:** Treated wastewater that discharges into rivers or dams (Typically discharge from a septic tank before secondary treatment)

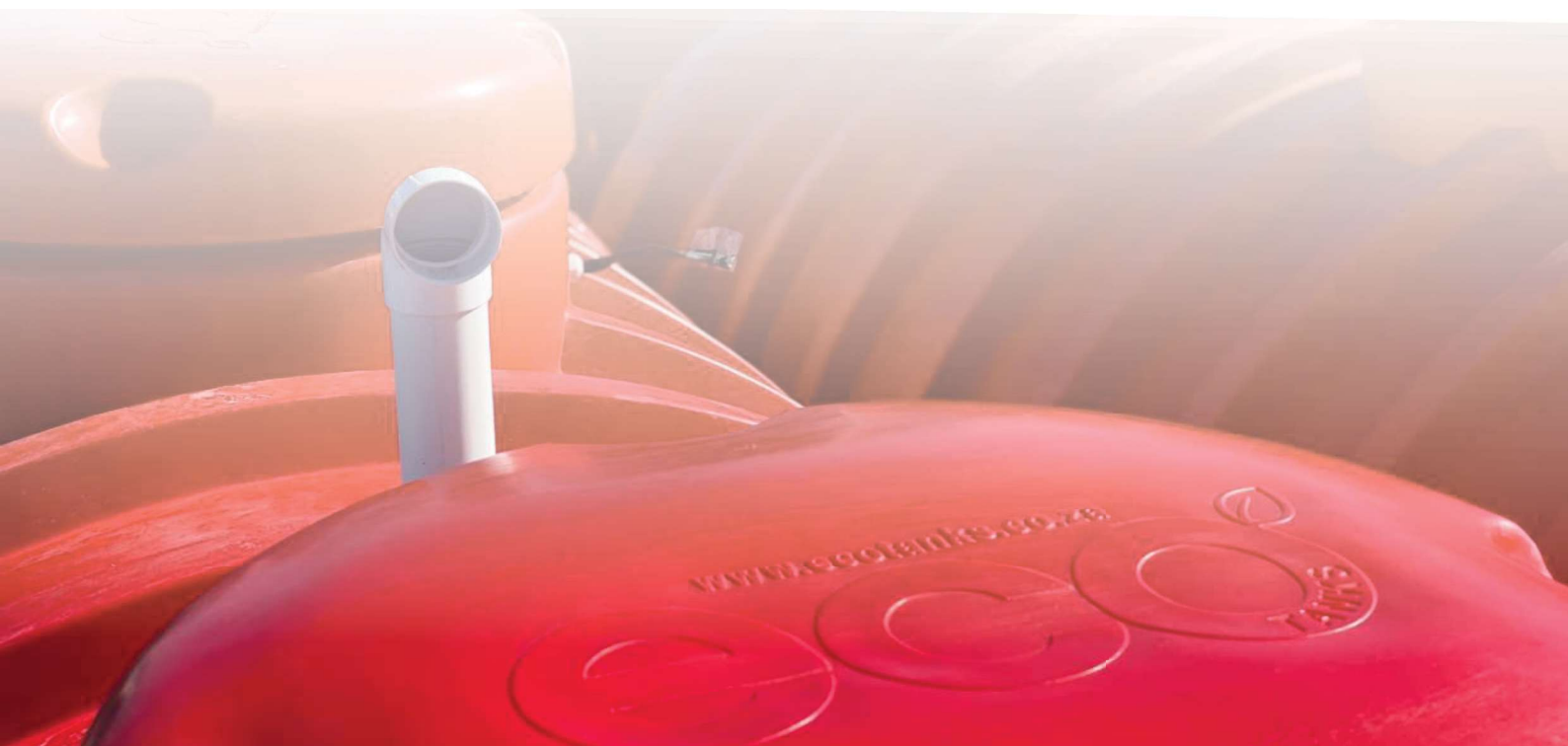
**Wastewater:** This refers to general term used for untreated water

**General Standard:** Wastewater Limit applicable to discharge into a watercourse

**Special Standard:** Wastewater Limit applicable to discharge into sensitive watercourse area or catchment areas.

**NEMA:** National Environmental Management Act (Act No. 107 of 1998)

Manufactured and guaranteed by  and JV partner 



# BIG RED goes **SMART**

The Big Red SMART system **enables one to remotely monitor every aspect of your Big Red Wastewater Treatment Plant.** You will have access via the user-friendly dashboard. Alerts can be set up to notify you of critical changes in voltage or current and equipment can be set to automatically switched off to protect them from irreparable damage.

One can also easily set timers for equipment to start and stop if required.

Our SMART system will also provide important information such as daily, weekly and monthly power consumption and flow rates as well as real-time power usage by simply logging on to the dashboard.

There is also an option to remotely access basic real-time water quality parameters - these currently include PH, Temperature, ORP (Oxidation-reduction Potential) and Conductivity.

## Being **SMART** has never been so simple.

- Remote monitoring off-site.  
(This takes a lot of pressure off the maintenance teams offering peace of mind)
- Notification of possible mechanical failures.
- Notification alarm for high or low voltages / current (indicating potential failures)
- Automation of scheduled / timed processes
- Monitoring of power consumption per day / week / month
- Real-time power draw
- Power out alarm notification
- Real-time water health – PH, ORP, Temp, Conductivity.
- Daily, weekly, monthly processed water volume in kiloliters

**info@ecotanks.co.za | 083 447 1482**



## Juanita (UDEC)

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**From:** clinton@eco2.co.za <clinton@eco2.co.za>

**Sent:** Monday, June 9, 2025 6:32 PM

**To:** Craig Staveley <craig@cpdev.co.za>; Bennie Heynike <ben@seaviewhardware.co.za>

**Subject:** Re: ASHWOOD FOREST ESTATE : Big Red Installation

Hi Craig and Bennie.

I will be managing the system remotely as per our SMART system.

Basically, should anything start going wrong electrically, I will be notified.

We will sort any problems out ourselves (i live and work out of Kleinmond, 45km away). For the 1st year, we are completely responsible for any electrical failure of equipment on the plant (please ensure sure protection is installed). Should there be equipment failures, we will replace free of charge.

Further, I will maintain the system for a period of one year. I will make monthly visits and report to Ashwood accordingly.

We will also ensure all chlorine disinfection tabs and bio-remediation products are supplied and working on the plant.

The total cost for this is R9985.00 per month. We have a std SLA that can be entered into.

As for "catastrophic failure"...

With our installed "SMART" system mentioned above, there is little chance of catastrophic failure.

There are 2 major contributors to wastewater plants "failing":

1st - Chemicals destroying "99.9%" of all germs - typically your toilet duck, domestos, pine gels etc. We have an entire range of product that we will offer owners as a healthy alternative. Our product brand is Purely Earth. I have attached the "household" pack details to the mail.

2nd - Fats, oils and greases. I feel each home kitchen should be fitted with a small grease trap or each house should have a multi chambered septic tank fitted. This will help eliminate problems at the main plant. We can discuss this if you need me to elaborate on the benefits.

Further, our plant is divided into segmented compartments, with specific functions. There is more than one compartment for each stage of biological "cleaning". Therefore, if power goes down (or equipment fails) on one compartment, there are still others to carry the load until that isolated problem is sorted.

Another important aspect of packaged plants is that they require 24/7 (or as close as possible) power.

We can propose a stand alone Solar System dedicated to our plant or a back-up generator. This will ensure continuous power supply. It is never good for a plant to stand without power for more than a couple of hours at a time.

I hope the above makes sense. Ideally, we could meet on site or at your office to discuss a few items in more detail.

Kind regards,



Modular Waste Water Treatment Plants

Clinton Havenga

+27823195185

clinton@eco2.co.za

[www.bigredsa.co.za](http://www.bigredsa.co.za)

<https://www.youtube.com/watch?v=6yjnvhoaEc>

## **MANAGEMENT OF THE BIG RED SEWERAGE PLANT**

The system selected and designed includes a conservancy tank at each erf , these of varying sizes based on the number of beds per unit , which will then be connected downstream to the Big Red Plant located on River Road. This is shown on the Site Development Plan submitted under cover of previous correspondence.

The Big Red plant will then accept the downstream black water and through a series of flow tanks deliver from the last tank South African / Internationally accepted treated water as runoff which will be filtered through the retained Forest Reserve. The Forest reserve is located parallel to River Road , between Ocean Drive and Erica Road and extends some 49m into the Estate. This being the 4m boundary buffer , then 40m of Forest and 5m of garden buffer at the end of each erf.

The retention in the primary system is designed for 5 days at peak at which time the overflow will gravitate towards the plant. The plant capacity has been upgraded to include for Wet Weather Peaks and will cater for the peak demand times with a factor of 1.4. The scale of the plant will be determined on the final analysis of the Peak Discharge.

The system is to be maintained on a managed and regular basis and the de-sludge activity is targeted at every two years.

The treated water will be fed back into the estate gardens.

Like all Plants and environmentally treated systems the quality of the Black Water that enters the system is a key contributor to the success of the system.

There are two contributors to failure . These are considered as follows :

- Chemicals destroying “99.9%” of all germs - typically your Toilet Duck, Domestos, Pine gels , Jik , etc. The use of these chemicals will lead to increased time in the acceptance tanks and retards the time of cleaning the accepted water.
- ONLY education on the types of Products that can be used will mitigate this challenge. It remains the Estates intention to have the acceptable chemicals available ex-stock in the Guard House for purchase by the residents.
- Choice of product is varied and includes Clean Green , Alcolin , Karcher , Polycell , Charlotte Rhys , Nu-Eco and many others marked Environmentally Friendly.
- Fats, oils, and greases. The introduction of the multi-chambered conservancy tanks will limit this challenge with no additional effort on the Developers’ behalf.

The fall-back position in the event of a chamber malfunction , largely because of the above , is catered for within the system and cleaning process itself. The Plant has several chambers , all acting integral to each other and if one chamber is curtailed the others will clear the soiled water in its place , only the time to go through the entire process is slightly retarded.

The plant is divided into segmented compartments, with specific functions. There is more than one compartment for each stage of biological “cleaning.”  
In the event of a POWER FAILURE or equipment failure on one compartment, there are still others to carry the load until that isolated problem is resolved.

There is a mobile phone-based system that is included in the purchase of the Plant , called the SMART System.

The SMART system provides essential information such as daily, weekly, and monthly power consumption and flow rates as well as real-time power usage by simply logging on to the dashboard.

There is also an option to remotely access basic real-time water quality parameters - these currently include PH, Temperature, ORP (Oxidation-reduction Potential) and Conductivity.

**Remote monitoring off-site :**

(This takes a lot of pressure off the maintenance teams offering peace of mind)

- Notification of possible mechanical failures.
- Notification alarm for high or low voltages / current ( indicating potential failures)
- Automation of scheduled / timed processes
- Monitoring of power consumption per day / week / month
- Real-time power draw
- Power out alarm notification
- Real-time water health – PH, ORP, Temp, Conductivity.
- Daily, weekly, monthly processed water volume in kilolitres

There is a local service provider who operates these plants up and down the coast , based in Kleinmond.

The services of the service provider will be retained for a period to train the ASHWOOD FOREST ESTATE Team. The services do include maintenance of the pump systems , reviewing the Chlorination tanks and making sure that the power remains on wherever and whenever possible.

ASHWOOD DEVELOPMENT

Stormwater Management Plan for the proposed

**DEVELOPMENT OF ERF 3485, KENTON-ON-SEA**

Ndlambe Municipality

Submission date:

Document number: 2025-008-SWP001

Revision: Rev 2

# Document control record

**Document prepared by:**

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 MSc Civil Eng & Const. Mgmt.

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Document Control						
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<b>Client</b>		The Barking Fish Company				
<b>Client contact</b>		Craig Staveley	<b>Client reference</b>		Ashwood Development	
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## **Contents**

<b>1. EXECUTIVE SUMMARY.....</b>	<b>4</b>
<b>2. INTRODUCTION.....</b>	<b>5</b>
Background to Report.....	5
General and Development Location .....	5
<b>3. OBJECTIVES of Report.....</b>	<b>7</b>
Stormwater Management Compliance Matrix.....	7
<b>4. DESIGN CRITERIA AND STANDARDS .....</b>	<b>9</b>
4.1. Design Criteria.....	9
4.2. Construction Specifications .....	10
4.3. Road System .....	11
4.3.1. Design criteria for roads .....	11
<b>5. STORMWATER SYSTEM DESIGN .....</b>	<b>12</b>
<b>6. EXISTING STORMWATER NETWORK.....</b>	<b>14</b>
<b>7. STORMWATER RUNOFF CALCULATION .....</b>	<b>14</b>
<b>8. PROPOSED DESIGN .....</b>	<b>15</b>
<b>9. FLOODLINES .....</b>	<b>16</b>
<b>10. SPATIAL PLANNING CONSIDERATIONS.....</b>	<b>16</b>
<b>11. STORMWATER MANAGEMENT: DURING CONSTRUCTION.....</b>	<b>16</b>
<b>12. STORMWATER MANAGEMENT: POST-CONSTRUCTION.....</b>	<b>17</b>
<b>13. INFILTRATION AND DISSIPATION .....</b>	<b>17</b>
<b>14. ATTENUATION.....</b>	<b>17</b>
<b>15. CONCLUSIONS AND RECOMMENDATIONS .....</b>	<b>17</b>
.....	20
ANNEXURE A .....	21
SITE DEVELOPMENT PLAN .....	21
ANNEXURE B .....	23
ENERGY DISSIPATION AND STORMWATER DETAILS.....	23

# 1. EXECUTIVE SUMMARY

This Stormwater Management Plan has been developed in support of the proposed Ashwood Development located on Erf 3485, Kenton-on-Sea, within the jurisdiction of the Ndlambe Municipality, Eastern Cape. The development consists of 12 residential erven designed around principles of environmental sustainability, off-grid resilience, and minimal impact on the surrounding natural systems.

The site is situated on gently sloping terrain that drains from north-east to south-west, terminating at an existing municipal stormwater structure. There is currently no formal stormwater infrastructure on site. The proposed stormwater strategy has been carefully engineered to preserve natural hydrological pathways while incorporating best practices in Sustainable Urban Drainage Systems (SuDS) and Water Sensitive Urban Design (WSUD).

Key features of the design include:

- A decentralised stormwater system combining gravity-fed pipes, vegetated swales, and infiltration trenches.
- On-site attenuation through rainwater tanks, gravel trenches, and controlled outlet structures with energy dissipation to mitigate erosion.
- Full compliance with the Red Book (CSIR Guidelines), SANS 10400-R, and municipal stormwater guidelines.
- Management of both minor (1:5 year) and major (1:50 year) storm events through dual-drainage systems and surface routing redundancy.
- Erosion control and water quality protection measures applied during both construction and operational phases.
- Prohibition of direct discharge into municipal infrastructure, with runoff safely directed through vegetated outlets and dissipated prior to reaching municipal systems.

The system has been modelled using the Rational Method, and conservative design assumptions have been applied throughout to account for future climate variability and increased storm intensity. The plan supports the principles of ecological sensitivity, legal compliance, and long-term sustainability, ensuring minimal downstream impact and resilient site drainage.

This document forms part of the environmental compliance framework and is intended to meet the requirements of the Department of Environmental Affairs as well as Ndlambe Municipality for approval and implementation.

## **2. INTRODUCTION**

### **Background to Report**

The Ashwood Development is a privately initiated residential estate situated within the Ndlambe Municipality, Eastern Cape. In response to the growing demand for secure, sustainable, and environmentally responsible housing, the project proposes the construction of 12 large residential erven, each designed with a strong focus on off-grid functionality and ecological sensitivity.

The development will be delivered in a single phase and is intended to operate largely independent of municipal sewer infrastructure, with water supply supplemented by rainwater harvesting. Each unit will include:

- Roof-mounted rainwater harvesting systems with dedicated storage tanks;
- Access to a shared, professionally managed packaged wastewater treatment facility;
- An internal stormwater management system designed to attenuate runoff on-site and mitigate downstream environmental impact.

The layout and infrastructure design have been developed to preserve the site's natural characteristics while providing full municipal-level services to each erf. This Stormwater Management Plan has been compiled to support the engineering design, ensure compliance with statutory and municipal requirements, and align with sustainable development principles in accordance with local and international best practices.

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### **General and Development Location**

The Ashwood Development is located within the town of Kenton-on-Sea, under the jurisdiction of the Ndlambe Municipality in the Eastern Cape. The site lies in a semi-rural setting characterised by natural vegetation and low-density residential development. Positioned off River Road, the property is situated on gently sloping terrain that drains naturally from the north-east towards the south-west. The lowest elevation point occurs at the southeastern corner of the site, where runoff converges at an existing municipal stormwater outlet structure. There is currently no formal stormwater infrastructure within the site boundaries.

Key locational attributes of the site include:

- **Proximity to existing municipal roads and bulk services**, facilitating access and future service connections.
- **Favourable topography**, enabling gravity-driven stormwater conveyance and minimal earthworks.
- **Low-intensity site usage**, with the land currently comprising coastal thicket and disturbed vegetation.
- **Environmental sensitivity**, due to nearby natural watercourses and seasonal overland flow paths that must be respected in the final design.

Given the topography, geotechnical conditions, and intended use of sustainable service solutions, stormwater management is a critical component of the development. This report outlines the strategies proposed to control runoff, manage erosion, and ensure long-term resilience of the infrastructure in alignment with the site's off-grid philosophy.

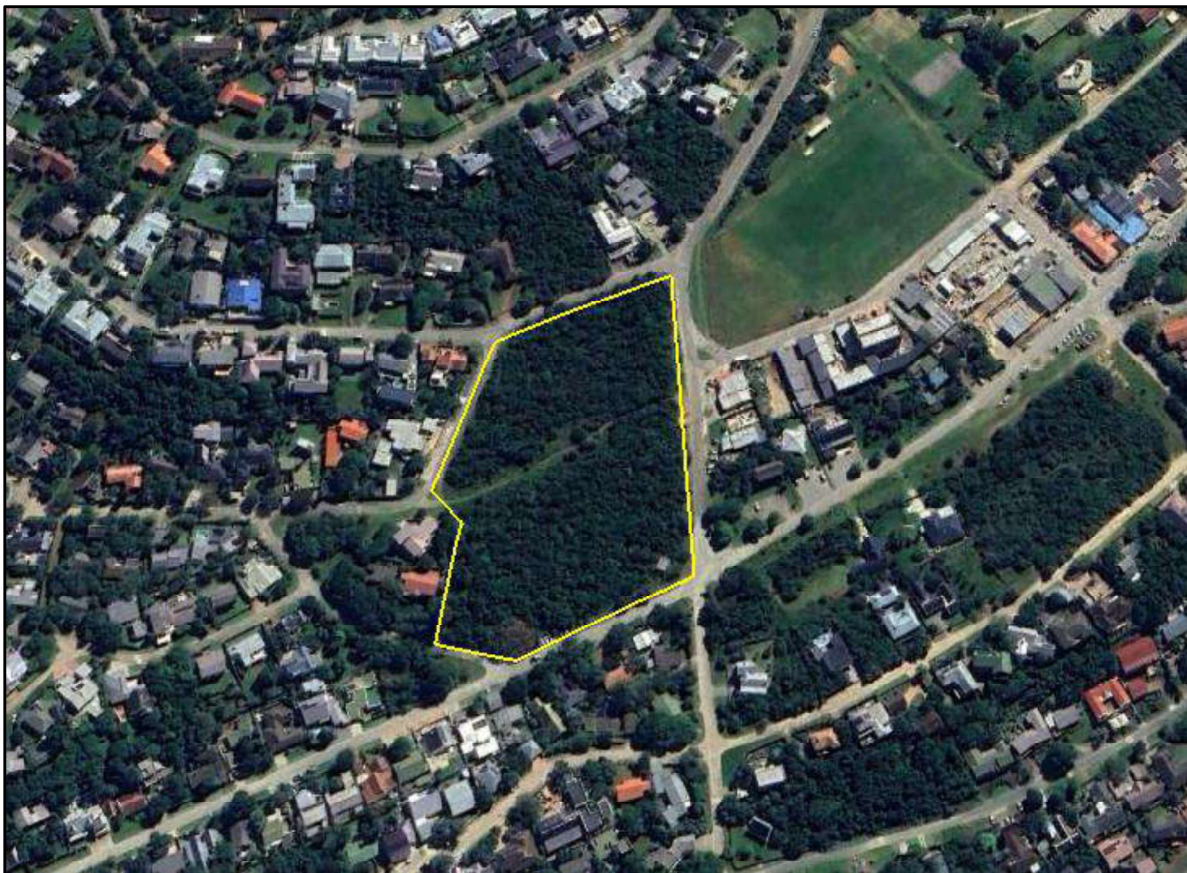


Figure 1: Locality Map 33°41'2.70"S, 26°40'9.50"E

### 3. OBJECTIVES OF REPORT

The objective of this report is to :

Analyse the local catchment area in order to :

- Determine the 1:5-year (minor system) flow rates at points of interest; and
- Determine sizes for stormwater drainage pipes, culverts and / or channels within the proposed development.
- Determine the effect of external stormwater runoff and how this can be accommodated through the proposed development.
- Make recommendations with respect to the discharge of runoff.
- Prepare drawings showing the outlet structure components and possible mitigating measures for stormwater drainage and erosion control i.e. energy dissipation and attenuation.

### Stormwater Management Compliance Matrix

<b>Legislation / Guideline</b>	<b>Requirement</b>	<b>How the Ashwood Plan Complies</b>
<b>National Environmental Management Act (NEMA), Act 107 of 1998</b>	Ensure that development avoids, mitigates or remedies environmental harm, particularly to watercourses and biodiversity.	The plan implements swales, infiltration trenches, and vegetated buffers to protect ecological corridors and prevent direct discharge into natural systems.
<b>EIA Regulations, 2014 (as amended)</b>	Activities triggering listed impacts require assessment of stormwater effects and submission of management strategies.	The plan forms part of the supporting documentation to the Basic Assessment Report (BAR), addressing runoff, erosion, and cumulative impact management.
<b>National Water Act, Act 36 of 1998</b>	Protect water resources from contamination, siltation, and hydro-modification; stormwater must be managed to prevent impacts on aquatic ecosystems.	The design includes energy dissipation structures, sediment control, and no direct outfall to municipal or natural systems, reducing turbidity and velocity.

<b>Legislation / Guideline</b>	<b>Requirement</b>	<b>How the Ashwood Plan Complies</b>
<b>SANS 10400-R: Drainage</b>	Provide for adequate stormwater disposal on-site and ensure it does not adversely affect adjacent properties or public infrastructure.	The internal system manages stormwater through attenuation and controlled release. Overland flows are intercepted and redirected. No surface runoff discharges into roads.
<b>CSIR Red Book (Neighbourhood Planning and Design Guide)</b>	Promote water-sensitive design, dual drainage, and integration with natural hydrology.	The plan fully integrates SuDS principles—swales, infiltration, rainwater harvesting—and addresses both minor and major storm events.
<b>Ndlambe Municipality Engineering Guidelines</b>	Local regulations typically restrict direct connection to municipal systems and require sustainable design.	The outlet structure is located 20–30 m upslope of the municipal box, with runoff dissipated via Reno mattresses and vegetated channels in accordance with municipal requirements.
<b>Construction Regulations (2014) under the OHSA</b>	Environmental controls during construction must prevent soil erosion, pollution, and sedimentation.	The construction-phase section outlines silt fencing, gravel berms, and temporary catchpit cleaning.
<b>COTO and SANRAL Standards for Roads and Drainage</b>	Road reserves and stormwater must be safely integrated; erosion must be prevented.	The design uses 6 m road reserves with subsoil drains, swales, and setbacks. Pipe material and gradients conform to SANRAL/COTO specifications.

## 4. DESIGN CRITERIA AND STANDARDS

The stormwater management system for the Ashwood Estate has been designed in accordance with recognised South African design manuals and municipal standards to ensure sustainability, hydraulic performance, and legal compliance. The primary references informing the design criteria include:

### 4.1. Design Criteria

- **Neighbourhood Planning and Design Guide (Red Book):** Published by the CSIR, this guide sets out the framework for sustainable urban drainage, including:
  - Integration of Sustainable Urban Drainage Systems (SuDS)
  - Attenuation of peak flows and minimisation of runoff
  - Plot-level and road drainage coordination
  - Mitigation of environmental impacts through green infrastructure
  - Adherence to Water Sensitive Urban Design (WSUD) principles

Additional guidance was drawn from:

- **SANS 10400-H and SANS 10400-R:** National building standards for stormwater disposal
- **Department of Water and Sanitation (DWS) Guidelines:** For urban stormwater planning and runoff management
- **COTO and SANRAL Specifications:** Applied where road geometry and drainage form integrated components

### Hydraulic Design Criteria:

- **Minor system capacity:** Designed for a 1:5-year storm event conveyed via underground pipe network
- **Major system capacity:** Designed for a 1:50 year event conveyed by roads, swales, and overland flow routes
- **Minimum pipe size:** 300 mm considered under specific site-controlled conditions (originally designed for 450 mm minimum)
- **Pipe velocity limits:** 0.7 m/s (minimum, full pipe) and 3.5 m/s (maximum)
- **Maximum allowable flow depth on roads:** 150 mm

Hydrological modelling was conducted using the Rational Method, incorporating locally derived rainfall statistics and applying accepted runoff coefficients per surface type. The design reflects not only service functionality but also ecological responsiveness.

#### **4.2. Construction Specifications**

All materials and workmanship shall comply with the specifications as set out in the South African National Standards for Civil Engineering (SANS).

The following construction standards and material specifications shall apply to all stormwater infrastructure elements on the Ashwood Estate site. These specifications align with best practices and South African national standards to ensure durability, ease of maintenance, and compatibility with surrounding infrastructure.

#### **Pipework:**

- Pipes shall be either **HDPE (Class 400kPa minimum stiffness)** or **reinforced concrete (Class 100D)**, selected based on local loading conditions.
- A **minimum internal diameter of 300 mm** may be used where site runoff volumes and slopes confirm hydraulic adequacy (based on Rational Method calculations), but 450 mm remains preferred.
- Minimum longitudinal gradient of **1%** to ensure self-cleansing velocity.
- Minimum cover of **800 mm** over stormwater pipes unless otherwise protected.
- Bedding to conform with **SANS 1200DB** (Class C bedding unless increased by local ground conditions).

#### **Catchpits and Manholes:**

- Precast concrete manholes to conform with **SANS 1294**.
- Catchpits shall be rectangular or circular and fitted with lockable ductile iron grates (Class D400) per **EN 124**.
- Minimum spacing: **30–40 m** or at all changes in direction and slope.

#### **Energy Dissipation Structures:**

- Outlets to include **concrete headwalls**, with apron protection.

- Use of **Reno mattresses or gabion baskets** per **SANS 207** to protect against erosion and dissipate kinetic energy.
- All gabions to be galvanised and lined with geotextile backing (minimum 150 gsm nonwoven).

#### **Swales and Infiltration Trenches:**

- Swales to be shaped on-site with 1:3 side slopes, seeded with indigenous grasses.
- Infiltration trenches to be lined with geotextile (e.g., Bidim A2 or equivalent), filled with 19–37 mm washed gravel, and capped with topsoil if vegetated.
- Minimum trench depth: **500 mm**; width: **300 mm**.

#### **Other Construction Notes:**

- Compaction of backfill to achieve 95% MOD AASHTO density in trafficable areas.
- All stormwater infrastructure to be installed under supervision of a Pr Eng or Pr Tech Eng.
- As-built records to be compiled and submitted prior to handover.

All works shall adhere to **SANS 10400-R, SANS 1200, COTO Standard Specifications for Road and Bridge Works for South African Road Authorities**, and applicable Ndlambe Municipality requirements.

### **4.3. Road System**

The road system forms an integral part of the local area plan.

#### **4.3.1. Design criteria for roads**

The design criteria for roads are the following:

• Road reserve widths:	• 6m
• Design life of the roads:	• 20 years;
• Subgrade CBR:	• 15 to 20;
• Subbase CBR:	• 45 minimum (processed crushed stone);
• Base course CBR:	• 80 minimum (processed crushed stone);
• Surfacing:	• paving
• Minimum road longitudinal grade:	• 0.475%; and
• Minimum road cross fall:	• 2%

## 5. STORMWATER SYSTEM DESIGN

The stormwater system for the Ashwood Estate has been designed to manage runoff using a combination of conventional piped conveyance and sustainable surface attenuation measures. The system integrates lot-level controls, roadside swales, and a main gravity-fed pipe system to direct flow toward a municipal outlet.

### 5.1 Pipe Network

- A **gravity-fed stormwater pipe** system will run adjacent to the internal road, within a designated service reserve to facilitate accessibility and ease of long-term maintenance, capturing runoff via catchpits positioned at all low points and changes in direction or slope.
- Pipe diameters are a minimum of **300 mm**, with potential upsizing to **450 mm** along the main trunk line depending on segment-specific runoff volumes and velocity requirements.
- Pipe material: **HDPE or RC (Class 100D)**, laid at a minimum slope of **1%** to ensure self-cleansing velocity.
- All inverts and cover levels to be determined during detailed design and coordinated with road layer works.

### 5.2 Catchpits and Inlets

- **5 to 6 precast catchpits** will be installed at 30–40 m intervals and at all junctions.
- Each will include sumps and grates sized to capture surface water during a 1:5-year storm event.

### 5.3 Swales and Roadside Attenuation

- Swales (0.5–1.5 m wide, 150–300 mm deep) will be placed along road verges and boundaries to intercept overland flow.
- Swales will convey water to trench inlets and check dams, reduce peak flow velocities, and provide infiltration.
- Side slopes: 1:3 maximum, lined with grass or stabilised with indigenous planting.

## 5.4 Infiltration Trenches and Lot-Level Controls

- Gravel-filled trenches will be installed on the downslope edge of each erf to receive overflow from roof tanks.
- Rainwater tanks (min. 5 kL per unit) will provide first-flush capture, with overflow directed into trench systems.
- Trenches are 300 mm wide × 500 mm deep, lined with nonwoven geotextile and filled with 19–37 mm stone.

## 5.5 Outlet Structures

- Due to municipal regulations prohibiting direct discharge into the stormwater network, the system has been designed to discharge into a custom-built outlet structure located approximately **30 metres** upslope from the existing municipal stormwater box.
- This outlet will consist of a **reinforced concrete headwall**, backed by a **series of energy dissipation features**, including a Reno mattress apron and level spreaders, to reduce velocity and promote surface infiltration.
- A **vegetated channel** will convey attenuated overflow from this outlet point to the municipal system, ensuring gradual release and minimised erosion.
- This configuration protects municipal infrastructure, satisfies legal constraints, and aligns with SUDS best practices for ecological flow management.

## 5.6 Redirection of Outflow Point 1 (Figure 2: Water Drop Analysis – CATCHPIT

LOCATIONS)Figure 2: Water Drop Analysis – CATCHPIT LOCATIONS

- The former Outflow Point 1, which would have discharged onto River Road, is to be intercepted and diverted into the central stormwater system.
- Surface grading and swale alignment will prevent illegal discharge and meet municipal compliance.

The system has been designed to operate effectively for both minor (1:5 year) and major (1:50 year) storm events, with redundancy provided through surface routing during extreme conditions.

## 6. EXISTING STORMWATER NETWORK

A  $2.5 \times 1.5 \times 1.5$  m municipal stormwater box exists at the southeastern corner of the site, fitted with 200–300 mm inlet and outlet pipes. This structure collects runoff from upstream municipal catchpits but does not allow direct connection from new developments.

## 7. STORMWATER RUNOFF CALCULATION

Stormwater runoff was calculated using the **Rational Method**, the standard approach for small- to medium-scale developments in South Africa. The method is recommended by **SANS 10218**, **SANS 10400-R**, and endorsed by the **Red Book (Neighbourhood Planning and Design Guide)** for use in urban developments.

### Formula:

$$Q = C \times I \times A$$

Where:

- $Q$  = Peak runoff ( $\text{m}^3/\text{s}$ )
- $C$  = Runoff coefficient (dimensionless)
- $I$  = Rainfall intensity ( $\text{mm}/\text{hr}$ )
- $A$  = Catchment area ( $\text{m}^2$ )

### Design Parameters Used:

- **C (impervious coefficient):** 0.8 (conservative value for roofs, paved areas, and road surfaces)
- **I (rainfall intensity):** 80 mm/hr (based on 1:10 year, 15-minute storm for the Eastern Cape per SAWS data and municipal guidelines)
- **A (impervious area):** 9,000  $\text{m}^2$  (approximate combined roof and paved areas for 12 erven and roadways)

**Calculated Peak Flow:**  $Q = 0.8 \times (80 / 3600) \times 9,000 = 160 \text{ L/s}$  or **0.16  $\text{m}^3/\text{s}$**

### **Redundancy Consideration:**

- System components (swales, pipes, catchpits) are conservatively sized based on a 1:10 year event for conveyance.
- Surface routes and energy dissipation structures are designed to safely accommodate **major storm events up to 1:50 year recurrence**, satisfying the dual drainage principle.
- Lot-level attenuation (e.g., rainwater tanks and trenches) provides additional buffering.
- No direct connection to the municipal stormwater system ensures that the flow is diffused and dissipated before eventual outfall.

This calculation confirms that the internal pipe system and surface attenuation network can adequately manage stormwater runoff under the defined design event, with appropriate resilience to more intense rainfall scenarios.

## **8. PROPOSED DESIGN**

The stormwater management design for the Ashwood Estate employs a decentralised and sustainable approach that balances engineered conveyance with nature-based attenuation features. The key design elements include:

- **Roadside pipe system:** A gravity-fed pipe system runs parallel to the internal access road within a dedicated reserve, improving accessibility and future maintenance operations. The pipe network collects runoff from driveways and the access road and conveys it to a purpose-built outlet structure.
- **Swale-based surface drainage:** Vegetated swales flank the access road and erf boundaries, capturing and slowing overland flow before it reaches the piped network. These swales also serve as attenuation and infiltration corridors, allowing water to filter into the ground and reduce peak flows.
- **Catchpits and junctions:** Strategically placed precast catchpits at 30–40 m intervals, or at low points and pipe changes, ensure effective runoff interception and conveyance. All catchpits are designed to withstand a 1:5-year storm.

- **Infiltration trenches:** Positioned at the downslope end of each erf, these 500 mm deep, 300 mm wide gravel-filled trenches absorb roof runoff and excess flow from rain tanks. Lined with geotextile, they allow for slow infiltration and control of minor storm events.
- **Lot-level rainwater harvesting:** Each dwelling is required to install a minimum 5,000 L rainwater tank, with overflow connected to the infiltration trench or swale. This reduces site runoff and promotes water reuse.
- **Outlet structure and controlled discharge:** Stormwater is directed to a reinforced concrete headwall, located approximately 20 m upslope of the municipal stormwater box. Energy dissipation is achieved through Reno mattresses, level spreaders, and a vegetated swale leading to the municipal outlet. This prevents erosion and ensures a compliant, gradual release.
- **Outflow Point 1 mitigation:** Runoff that would have discharged at the site entrance is captured and redirected into the primary stormwater system. Surface grading ensures legal and safe flow management.

This integrated system provides redundancy for major storm events (up to 1:50 year), ensures compliance with SANS 10400-R and Ndlambe requirements, and prioritises ecological and maintenance considerations.

## 9. FLOODLINES

The site is not within a floodplain. Final development layout will maintain separation from steep gradients and concentrate flows into designed discharge structures.

## 10. SPATIAL PLANNING CONSIDERATIONS

- Drainage servitudes between erven
- Outflow into vegetated natural buffer zones
- Swales along property boundaries and verges
- Avoid construction within natural drainage routes

## 11. STORMWATER MANAGEMENT: DURING CONSTRUCTION

- Temporary cut-off drains
- Silt fencing and geotextile placement

- Gravel trap berms
- Regular clearing of temporary catchpits
- Environmental compliance with site-specific EMP

## **12. STORMWATER MANAGEMENT: POST-CONSTRUCTION**

- Infiltration trenches and swales
- Vegetation to reduce erosion and sediment transport
- Catchpit and pipe inspections quarterly
- Rain tanks with overflow valves into gravel pits

## **13. INFILTRATION AND DISSIPATION**

- Energy dissipation via gabions and Reno mattress pads
- Swales designed for maximum residence time and infiltration
- Check dams used in longer swale sections
- Level spreaders at property boundary outflows

## **14. ATTENUATION**

- No detention ponds used
- Surface-based attenuation via:
  - Depressions in open spaces
  - Vegetated swales and trenches
  - Delayed discharge to municipal box

## **15. CONCLUSIONS AND RECOMMENDATIONS**

The stormwater management strategy for the Ashwood Development successfully incorporates both conventional engineering practices and international best practice principles derived from Sustainable Urban Drainage Systems (SuDS) and Water Sensitive Urban Design (WSUD). The integrated design balances infrastructure efficiency with environmental sensitivity and long-term sustainability.

The system has been designed to:

- Comply with SANS 10400-R, the Red Book, and Ndlambe Municipality guidelines.

- Avoid direct discharge into municipal roads or systems, adhering to legal requirements.
- Manage minor and major storm events through dual-drainage design accommodating both 1:5 and 1:50 year events.
- Promote infiltration and peak flow attenuation using surface-based features such as vegetated swales, gravel trenches, and check dams.
- Implement lot-level water harvesting and reuse through mandatory rainwater tanks.
- Support climate resilience and reduced downstream erosion through decentralised energy dissipation and delayed outflow structures.

### **Recommendations:**

- The detailed design stage should finalise pipe invert levels, swale gradients, and outlet geometry.
- A long-term maintenance plan should be developed and enforced through the Homeowners Association to ensure swale vegetation, infiltration trenches, and outlet systems remain functional.
- A geotechnical review of infiltration trench performance should be conducted post-construction to confirm percolation capacity.
- Where feasible, inclusion of permeable surfaces for driveways and hardscaped areas is encouraged to reduce surface runoff.

The proposed solution represents a cost-effective, low-maintenance, and environmentally responsible approach to stormwater management. It aligns with national objectives for sustainable infrastructure and climate adaptation, and it offers a replicable model for similar developments across semi-rural and ecologically sensitive regions of South Africa.

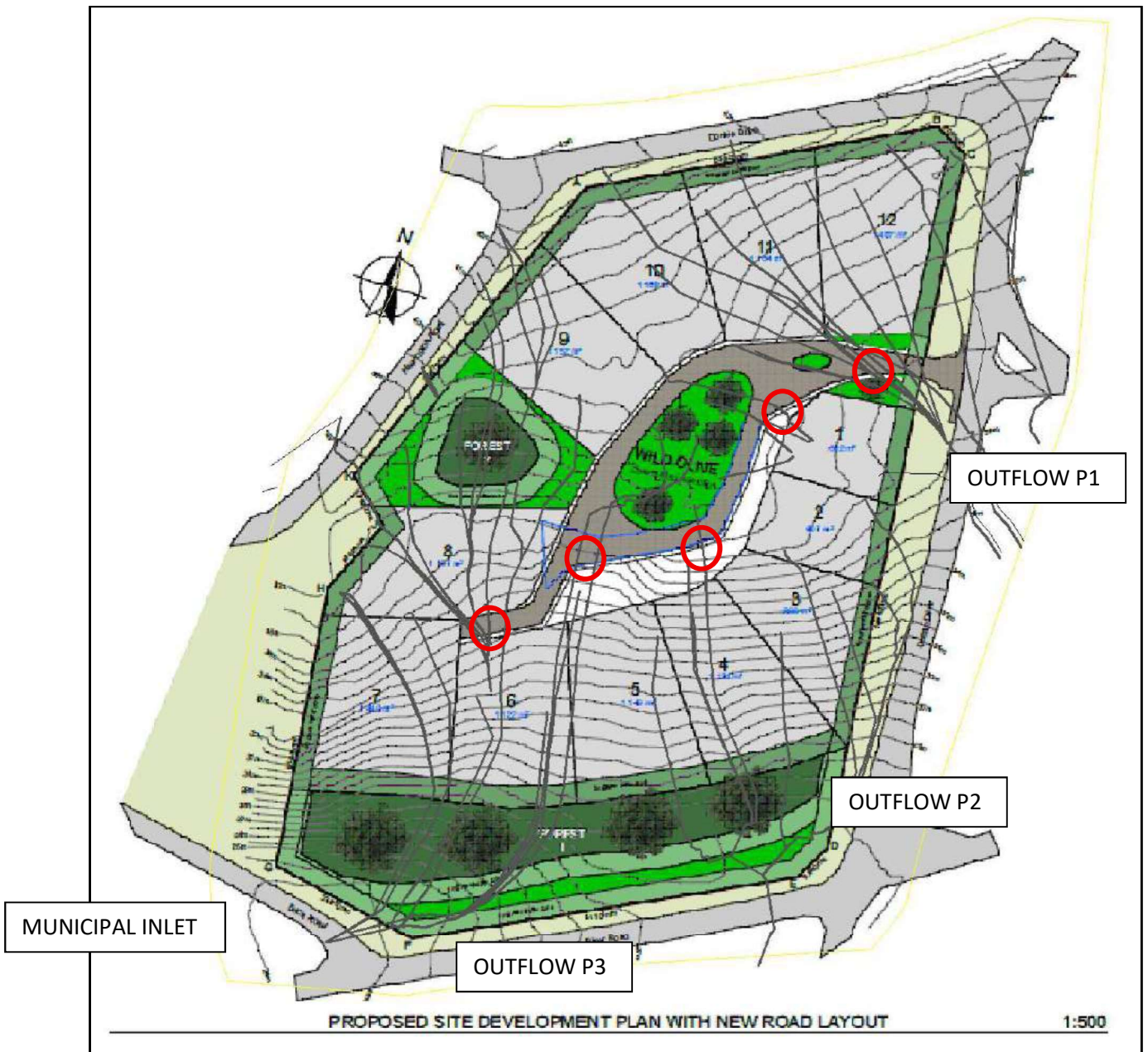


Figure 2: Water Drop Analysis – CATCHPIT LOCATIONS



Figure 3: STORMWATER INFRASTRUCTURE PLACEMENT

**LEGEND:**

- RED – STORMWATER PIPE NETWORK
- YELLOW – SWALES
- BLUE – INFILTRATION DITCHES
- ORANGE – DISSIPATION STRUCTURE

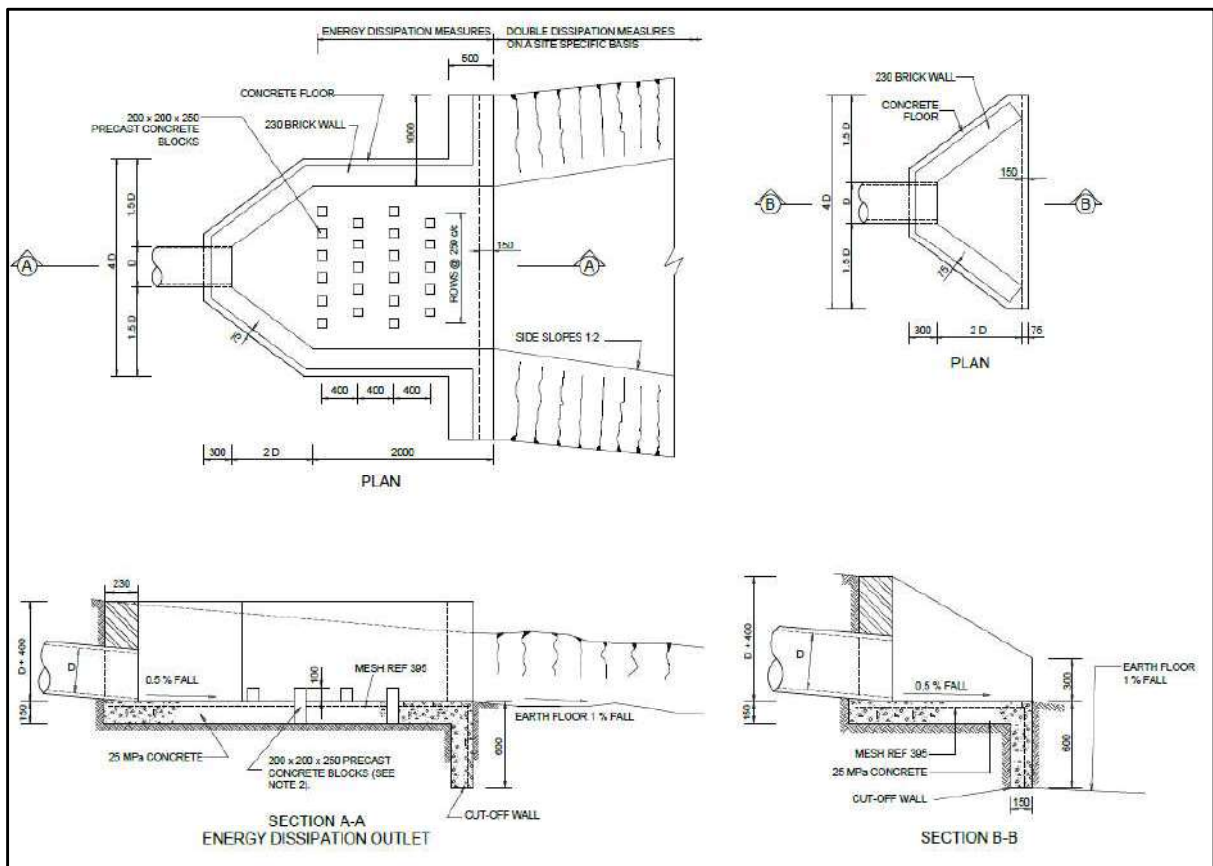
**ANNEXURE A**

**SITE DEVELOPMENT PLAN**

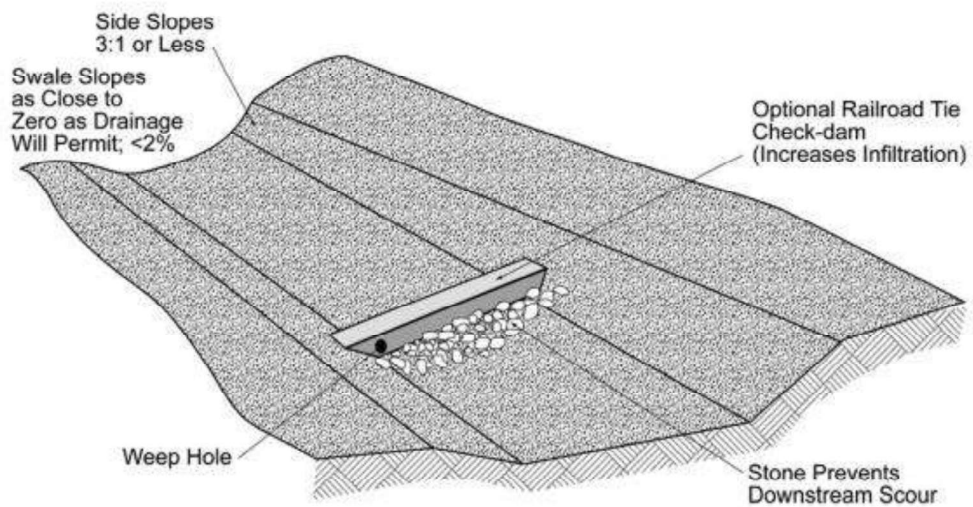


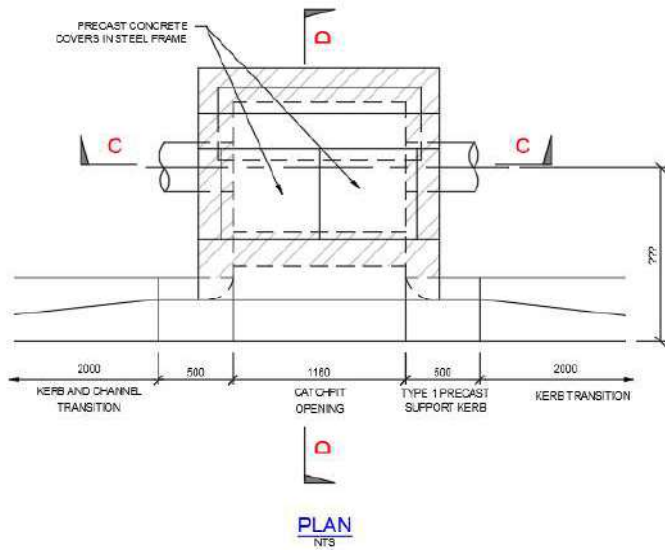
## **ANNEXURE B**

### **ENERGY DISSIPATION AND STORMWATER DETAILS**



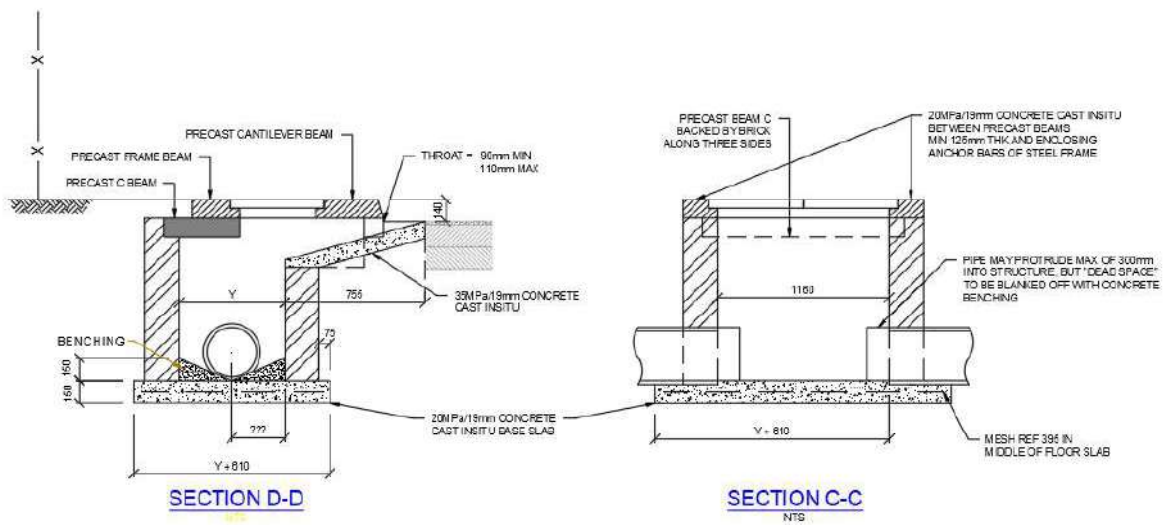
**Figure 1: Basic Treatment Swale Elements**





**NOTES:**

1. BEAM C TO BE FLUSH WITH INSIDE FACE OF FRAME BEAM AND BEAR A MIN. OF 90mm ON WALLS. USE ADDITIONAL BEAM C TO SUPPORT ORIGINAL BEAM WHEN 'Y' IS GREATER THAN 900mm.
2. TOP OF COVER TO BE SET TO FINAL GROUND LEVELS AND SLOPE.
3. CROSS FALL IN CHANNEL CHANGES UNIFORMLY OVER THE 2m AND 0.5m TRANSITIONS.
4. STRUCTURE TO BE BRACED WHILST COMPACTING ADJACENT ROAD LAYERS.
5. 230mm BRICKWORK LAID IN BOND OF 2 STRETCHERS & 1 HEADER COURSE. UN-PLASTERED WITH FLUSH JOINTS.
6. FOR DIMENSION Y SEE TABLE ON PSL1.
7. FOR DETAILS OF INLET SEE DRWG PSL4/2.



**SIDE INLET CATCHPIT TYPE A1**  
**NMMM STANDARD DETAIL No PSL1 5/1**

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Ref: - GHTSR/Flora/03/25



Date: 06 August 2025

Mike Powell  
Restoration & Landscape Management Pty Ltd  
14 Fitzroy Street  
Makhanda  
6139

Dear Mr. Powell

**The proposed development and construction of a lifestyle estate to be known as Ashwood Estate on Erf 3485, Kenton-on-Sea, within the Ndlambe Local Municipality in the Eastern Cape. Permission to remove and relocate plants species from areas to be developed**

In terms of Section 63 of the Nature and Environmental Conservation Ordinance 19 or 1974, you are hereby granted a permit to remove and relocate plants from the areas to be developed on Ashwood Estate Erf 3485, Kenton-on-Sea in the Ndlambe LM.

1. Approval is granted on the condition that all the requirements and conditions outlined in the Environmental Authorisation (EA) issued by the Department (Provincial Ref No: EC05/C/LN1/27/53-2022) are fully complied with.
2. Permission applies to *Table 5 & 6* in the application document forwarded to the Department (*Search & Rescue Report for Ashwood Estate. Submission Date 14 May 2025. Compiled by: Mike Powell*)
3. Should any plant species that are Protected in terms of the Nature and Environmental Conservation Ordinance 19 or 1974 be found that are not listed on Table 5 & 6 or during the site surveys, these species should be reported to the contractor and the ECO. Upon their instruction, translocation should proceed as for the species listed in the Search and Rescue Report listed above.
4. Rescued plants must be translocated directly to receptor sites immediately upon removal, ensuring they are not placed in areas subject to construction or secondary disturbance. For Species of Conservation Concern (SCCs), *in situ* conservation must be prioritised. Where translocation is necessary, receptor sites must closely mimic the natural habitat conditions of the species, including soil type, aspect, drainage and associated vegetation.
5. Temporary storage of plant material in nurseries is strongly discouraged, in line with the Albany Thicket Ecosystem Guidelines, due to the risk of introducing exotic species and pathogens. Wherever possible, plants must be translocated during their dormant phase and replanted immediately at ecologically suitable receptor sites. Where nursery holding is unavoidable, strict phytosanitary protocols must be implemented.

6. A botanical specialist must compile a comprehensive Search and Rescue Plan, including: (a) optimal seasonal timing for removal and translocation; (b) detailed rescue techniques; (c) criteria for selecting receptor sites; and (d) a post-rescue monitoring plan. The plan must inform the appointment of an experienced botanical contractor to carry out the work to the highest ecological standards.
7. The permit holder must ensure all activities are guided by relevant biodiversity planning tools and ecological guidance, including the SANBI Ecosystem Guidelines for the Albany Thicket Biome (2021). Best practices must be followed, including careful excavation and replanting of bulbs and geophytes, seasonal timing considerations, weather suitability and the handling of seeds and cuttings where appropriate. The rescue operation must be informed by up-to-date, science-based information.
8. If any species listed under the NEMBA Act 20 of 2004: Threatened and/or Protected Species (TOPS) list are found, the permit holder must apply for a TOPS permit either online or using the prescribed application form and pay the applicable processing fee. The application must be submitted to the Department for consideration. TOPS-listed species must not be disturbed or relocated until a valid permit is acquired from the Department by the holder of this permit.
9. Where the population size precludes full relocation, plant material must be selected to represent the maximum possible genetic and phenotypic diversity, including individuals of varying age classes, traits, and from multiple microhabitats. Selection must also include viable bulbs, seeds or cuttings where whole-plant relocation is impractical, to support long-term viability.
10. All activities must minimise disturbance to natural vegetation and soil structure. Temporary access paths must avoid areas with sensitive flora and must be rehabilitated after use.
11. A report of all species collected together with their GPS coordinates should be forwarded to this office on a three-monthly basis.
12. The permit is valid until for 12 months from the date of signature and it must be returned to this office within fourteen days of the expiry date.
13. Issuing of further permits will depend upon the fulfillment of the above conditions. Failure to adhere to the above conditions may lead to the cancellation of this permit with immediate effect.



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Dayalan Jeff Govender  
Regional Manager: Environmental Affairs  
Sarah Baartman/Nelson Mandela Bay Region

# CONSTITUTION

## **ASHWOOD FOREST ESTATE HOME OWNERS' ASSOCIATION**

a homeowners association established  
in terms of Section 29 of the Land Use  
Planning Ordinance, No 15 of 1985  
(version date: 3 November 2025)

## 1. ESTABLISHMENT IN TERMS OF STATUTE

- 1.1. Ashwood Forest Estate Home Owners Association is constituted as a body corporate in terms of Section 29 of the Land Use Planning Ordinance, No 15 of 1985 (as amended) in accordance with the conditions imposed by the Ndlambe Municipality when approving the establishment of a development consisting of various single residential erven and the subdivision of Erf 3485 Kenton-on-Sea in terms of sections 25(1) and 42 of the said Ordinance and shall come into existence simultaneously with the registration in the Deeds Office of the first of the erven (as hereinafter defined).

## 2. INTERPRETATION

In these presents:

- 2.1. the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
- 2.1.1. "Association" means the Ashwood Forest Estate Home Owners Association;
  - 2.1.2. "auditors" means the auditors of the Association;
  - 2.1.3. "business day" means weekdays other than Saturdays, Sundays and public holidays;
  - 2.1.4. "chairman" means the chairman of the trustee committee;
  - 2.1.5. "common areas" means the private roads and private open spaces, within the development
  - 2.1.6. "completion of the development" means the date of transfer of the last erf in the development or the date of completion of any outstanding works on the common areas within the development, whichever is the latest;
  - 2.1.7. "Council" means Ndlambe Municipality or its successor/s;
  - 2.1.8. "Developer" means The Barking Fish (Pty) Ltd, Registration Number 2024/077035/07;
  - 2.1.9. "developer trustee" means a trustee appointed by the Developer;
  - 2.1.10. "development" means the proposed development on Erf 3485 Kenton-on-Sea known as Ashwood Forest Estate comprising of single residential erven.
  - 2.1.11. "erven" means the erven in the development being the erven referred to in clause 2.1.10, (excluding the common areas), and reference to an "erf" shall have the corresponding meaning;
  - 2.1.12. "estate rules" means the rules imposed by the Developer or the trustees from time to time relating to the management of the development;
  - 2.1.13. "in writing" means written, printed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
  - 2.1.14. "member" means a member of the Association;

- 2.1.15. "month" means calendar month;
- 2.1.16. "office" means the registered office of the Association;
- 2.1.17. "proposed land subdivision plan" means the plan depicting the development attached to the sale agreement marked Annexure "A";
- 2.1.18. "special resolution" means a resolution passed at a special general meeting in accordance with the provisions of clause 29 below;
- 2.1.19. "these presents" means this constitution and regulations and by-laws of the Association from time to time in force;
- 2.1.20. "trustee committee" means the board of trustees of the Association;
- 2.1.21. "trustee" means one of the trustee committee;
- 2.1.22. "vice-chairman" means the vice-chairman of the trustee committee;
- 2.1.23. "year" means calendar year;
- 2.2. unless the context otherwise requires, any words importing the singular shall include the plural, and vice versa and words importing any one gender only shall include the other gender.

### 3. PURPOSE DESCRIBING MAIN BUSINESS

- 3.1. The main business of the Association is to carry on the promotion, advancement and protection of the registered owners for the time being of the erven and the maintenance and control of the common areas.

### 4. MAIN OBJECT

The main object of the Association is:

- 4.1. the control over:
  - 4.1.1. the standard and guidelines for the architectural design of all buildings and/or structures erected or to be erected in the development; and
  - 4.1.2. the maintenance of all outer perimeter walling, entrance gates, buildings, roads, common services, store areas, common landscaping and amenities on the common areas and external verges;
- 4.2. the promotion, advancement and protection of the communal and group interests of the members generally; including access control to the development.
- 4.3. to take title of the common areas except for areas vesting in the local authority;
- 4.4. to enter into services agreements with the local authority or any other authority or supplier of services.
- 4.5. to monitor and enforce compliance by individual owners and by the Association itself (insofar as it relates to Property belonging to the Association) with the Environmental Management Plan issued in respect of the development of the entire Ashwood Forest Estate site.

## 5. FINANCIAL YEAR END

- 5.1. The financial year end of the Association is the last day of the twelfth month after the coming into existence of the Association, or such other month end as determined by the members at a general meeting.

## 6. MEMBERSHIP OF THE ASSOCIATION

- 6.1. Membership of the Association shall be compulsory for every registered owner of an erf.
- 6.2. Such membership shall commence simultaneously with registration of the erf into the name of the transferee.
- 6.3. Membership of the Association shall be limited to the registered owners of erven provided that:
- 6.3.1. a person who is entitled to obtain a certificate of registered title to any such erf shall be deemed to be the registered owner thereof;
- 6.3.2. where any such owner is more than one person, all the registered owners of that erf shall be deemed jointly and severally to be one member of the Association and will nominate one owner to represent them and vote at meetings of the Association.
- 6.4. When a member ceases to be the registered owner of an erf, he shall ipso facto cease to be a member of the Association.
- 6.5. the Developer shall be entitled to cede all of its rights in terms of this constitution and may at any time abandon in whole or in part any right conferred upon it in terms of this constitution.
- 6.6. A member shall not be entitled to:
- 6.6.1. alienate an erf or alienate an interest in a company or close corporation which owns an erf unless it is a condition of the sale and transfer that:
- 6.6.1.1. the transferee becomes a member of the Association;
- 6.6.1.2. the registration of transfer of that erf into the name of that transferee shall ipso facto constitute the transferee as a member of the Association;
- 6.6.1.3. the transferee first obtains written consent of the Association, which consent shall be given provided the purchaser of such erf agrees in writing to abide by the rules of the constitution of the Association and provided further that such member has paid all levies and any other amounts owing by him to the Association as at the date of transfer of the erf.
- 6.6.2. without the prior written approval of the trustees and the Design Review Committee:
- 6.6.2.1. erect any new buildings, fences and/or structures of any nature whatsoever on his/her/its erf;

- 6.6.2.2. make any changes or alterations to existing buildings, fences and/or structures on his erf/her/its including changes to the external colour scheme.
- 6.6.3. apply for or seek approval for any consent use in terms of the zoning applicable to the Development or any erf within the Development, including but not limited to uses such as crèches, bed and breakfasts, guest houses, or any other non-residential or commercial activities. The intention is to preserve the residential character and integrity of the Development, and no deviation from the permitted primary use under the applicable zoning shall be permitted.
- 6.7. The approval of the trustees and the Design Review Committee as contemplated in clause 6.6.2 insofar as it applies to the owner of an erf shall only be given:
- 6.7.1. after detailed plans of the proposed work have been submitted to the trustees and the Design Review Committee or any competent person nominated by the trustees (who may be an architect, registered with the South African Council of Architects or the Institute of South African Architects); the trustees or their nominee are satisfied that the proposed work is in accordance with standards and guidelines for architectural design referred to in clauses 8.1.1 and 8.1.2 hereof for the purposes of which the trustees or their nominee shall be the sole arbiter and their decision shall be final and binding on the member; the member has made payment of any costs which may be incurred in obtaining this approval, including the costs of the trustees or their nominee, such costs to be based on the recommended tariff of the Institute of South African Architects, for work of a similar nature; and
- 6.7.2. the member has paid to the trustees a deposit in such amount as the trustees may from time to time determine as a building deposit which amount shall be held in trust by the trustees subject to the provisions of clause 10 below;
- notwithstanding that the foregoing shall not be interpreted as detracting from the sole and final responsibility of the Council to approve or reject building plans.
- 6.8. The registered owner of an erf may not resign as a member of the Association and shall remain a member for as long as such owner is the registered owner of any erf in the development.
- 6.9. The trustees committee may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the trustees committee.
- 6.10. The rights and obligations of a member shall not be transferable and every member shall:
- 6.10.1. to the best of his ability further the objects and interests of the Association;
- 6.10.2. observe all by-laws and regulations made by the Association or the trustee committee,
- provided that nothing contained in this constitution shall prevent a member from ceding his rights in terms of this constitution as security to the mortgagee of that member's erf.
- 6.11. No member ceasing to be a member of the Association for any reason shall, (nor shall any such member's executor, curators, trustees or liquidators) have any claim upon or interest in the funds or other property of the Association, but this clause shall be without

prejudice to the rights of the Association to claim from such member or his estate any arrear subscriptions or other sums due from him to the association at the time of his so ceasing to be a member.

6.12. A member shall not without the prior written approval of the Trustees be entitled to:

6.12.1. consolidate two or more erven into one erf. A member shall remain liable for the payment of levies in respect of each of the erven which form part of the consolidated erf.

6.12.2. subdivide an erf into two or more portions. A member shall be liable for the payment of levies in respect of each new erf which shall come into existence as a result of the subdivision of the erf.

6.13. This constitution shall also bind any person occupying an erf and no member shall let or otherwise part with the occupation of his erf whether temporarily or otherwise until the proposed occupier has agreed to be bound to this constitution.

6.14. A restraint against alienation shall be registered against all the erven in the development in order to give effect to the terms of the above provision.

## **7. LEVIES PAYABLE BY THE MEMBERS**

7.1. The trustees committee shall from time to time make levies upon the members for the purpose of meeting all the expenses which the Association has incurred, or to which the trustees committee reasonably anticipates the Association will be put by way of maintenance, repair, improvement and keeping in order and condition of the common areas, including specifically landscaping, all township services, sewage treatment, the security systems to be installed on the common areas and/or for payment of all rates, refuse collection and other charges payable by the Association in respect of the common areas, and/or for the services rendered to it, and/or for payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, the common areas and the Association's affairs. In calculating levies the trustee committee shall take into account income, if any, earned by the Association.

7.2. The trustee committee shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency, if any, as shall result from the preceding year, and shall make a levy upon the members equal as nearly as is reasonably practical to such estimated amount. The trustee committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. Every such levy shall be made payable by equal monthly installments due in advance on the first day of each and every succeeding month of such year.

7.3. The trustee committee, may from time to time, make special levies upon the members in respect of all such expenses as are mentioned in clause 7 (which are not included in any estimate made in terms of clause 7.2), and such levies may be made in the sum or by such installments and at such time or times as the trustee committee shall think fit.

7.4. Any amount due by a member by way of a levy shall be a debt due by him to the Association. The obligation of a member to pay a levy shall cease upon his ceasing to be a member of the Association, without prejudice to the Association's right to recover arrear levies. No levies paid by a member shall under any circumstances be repayable by the Association upon his ceasing to be a member. A member's successor in title to an erf shall be liable as from the first day of the month following the date upon which he

becomes a member pursuant to the transfer of that erf, to pay the levy attributable to that erf.

- 7.5. A member shall make payment of the monthly levies by virtue of a debit order drawn on the member's banker.
- 7.6. The monthly levy payable by the members on the first day of any month in terms of clause 7.2 above shall be payable and apportioned equally amongst all the owners of erven in the development.
- 7.7. During the development period, the developer shall not be required to pay levies in respect of erven still held by it or any other expenses of the Association, other than in respect of the following :
  - 7.7.1. assessment rates in respect of an erf of which the developer is a registered owner (unless the Council waives payment of unsold erven by the Developer);
  - 7.7.2. insurance premiums in respect of the insurance of any buildings erected on an erf of which the developer is the registered owner; and
  - 7.7.3. in the event that a shortfall exists, a contribution towards security/monitoring and/or access control.
- 7.8. No member shall be entitled to any of the privileges of membership and voting at any meeting unless the member shall have paid every levy and other sum (if any) which shall be due and payable in respect of his membership.
- 7.9. Any special levies imposed by the trustees in terms of clause 7.3, may be apportioned between the members by the trustees in an apportionment which the trustees may regard as reasonable, regard being had of the direct benefits which the member(s) may derive from the proposed expenditure for which the special levies are imposed.

## 8. RULES

- 8.1. Subject to any restriction imposed or direction given at a general meeting of the Association, the Design Review Committee and the trustees may from time to time make management and conduct rules with regards to:
  - 8.1.1. The standards and guidelines for the architectural design of all buildings and outbuildings, structures of any nature including landing jetties, and all additions and alterations to any such buildings, outbuildings or structures erected or to be erected in the development, and in particular to control the design of the exterior of such buildings, outbuildings or structures and the materials used on such exterior to ensure an attractive, aesthetically pleasing character to all buildings in the development.
  - 8.1.2. The standards and guidelines for the design of all site works, buildings, structures, installations and projections on the properties in the development, including aerials, satellite dishes, landing jetties, pergolas, side walls, swimming pools, awnings, jacuzzis, carports, paved pathways and landscaping features and works.

- 8.1.3. The preservation of the environment including the right to control vegetation and the right to prohibit and/or control the erection of fences, whether upon or within the boundaries of any property.
  - 8.1.4. The right to prohibit, restrict or control the keeping of any animal which they regard as dangerous or a nuisance.
  - 8.1.5. The conduct of any persons within the development for the prevention of nuisance of any nature to any member.
  - 8.1.6. The general appearance of the development by prohibiting the storage of broken-down vehicles or other derelict items. Members shall furthermore not be permitted to park any commercial-type vehicle, caravan or trailer on the property unless it is adequately screened from public view;
  - 8.1.7. The maintenance and upkeep of the garden areas which shall be kept in a clean, neat and tidy condition;
  - 8.1.8. The furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of members and/or residents in the development.
  - 8.1.9. The maintenance of all buildings, outbuildings, structures, improvements of any nature and landscaping within the development.
  - 8.1.10. Members shall be obliged to submit all building plans for new constructions, renovations, alterations or additions to the Association and the Design Review Committee for examination and approval prior to the submission of such plans to the Council for approval and the Association shall make known its decision to the Applicant within a reasonable period. Members shall be obliged to pay a scrutiny fee to the Association.
  - 8.1.11. Construction of any development on the Property shall be in accordance with the version of the plans finally approved by the Association and the Design Review Committee in terms of Clause 8.1.10 above. Any alterations or additions that the member wishes to effect to any building/s or other improvements at any time during construction or after completion of the development of the Property, including painting of exteriors, façade treatments and placing of plant and equipment, are prohibited, unless the member has first submitted a new plan showing the intended alterations to the Association and the Design Review Committee and they have approved such alteration in accordance with the provisions of clause 8.1.10 above, prior to resubmission to the Council.
- 8.2. For the enforcement of any of the rules made by the trustees in terms hereof, the trustees may:
- 8.2.1. Give notice to the member concerned requiring him to remedy such breach within such period as the trustees may determine;
  - 8.2.2. Take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Association; impose a system of fines or other penalties. The amounts of such fines shall be reviewed and confirmed at each Annual General Meeting of the Association; and/or

8.2.3. Take such action, including proceedings in Court, as they may deem fit.

8.3. The provisions of this clause shall not be applicable in relation to any of the works to be undertaken by the Developer prior to the completion of the development.

8.4. The rules are available for inspection at the Managing agent's office and at Property World.

## 9. ENVIRONMENTAL MANAGEMENT PLAN

9.1. It is recorded that the development is subject to the Environmental Management Plan (EMP) and the Record of Decision (Authorisation Notice Register Number. EC05/C/LN1/27/53-2022 and ECP/EIA/0001323/2022 dated 9 April 2025) (ROD) issued in respect of the development and managed by the Association.

9.2. The Developer shall appoint, at its cost, an independent Environmental Control Officer ("ECO"), with appropriate environmental qualifications, who will be employed by the Developer for the duration of the development, in order to monitor compliance by all parties with the EMP.

9.3. The Developer shall enter into a contract with the ECO detailing the minimum hours per week the ECO must be on site and conferring power on the ECO to stop the construction on site if there is non compliance with the EMP.

9.4. The Developer shall make good any damage to the environment caused as a result of non-compliance with the EMP.

9.5. The ECO is to furnish annual reports of compliance to the Principle Environmental Officer provided that during the construction phase of the development, the ECO shall furnish such reports on a monthly basis.

9.6. The EMP and any regulations issued in terms thereof by any duly authorised person shall be deemed as if specifically incorporated into this constitution and shall be binding on all its members.

9.7. The Members and Trustees shall ensure that :

9.7.1. any building contractor and/or agent or those acting under its control, adheres to the EMP as may be amended from time to time; and

9.7.2. any successor-in-title adheres to the EMP, as may be amended from time to time; and

9.7.3. it familiarizes itself with the EMP and any amendments thereto from time to time.

9.7.4. no direct lighting and/or spotlights are reflected onto the conservation area.

## 10. BUILDING DEPOSIT

10.1. Each member shall, when submitting to the trustees for approval the detailed plans for the construction of any building and/or improvements, or alterations or additions to existing improvements in the development in terms of clause 6.7.1, pay to the Association a deposit to cover environmental issues and damage in accordance with the guidelines issued by the Association. Such deposit will be in an amount to be determined from time to time by the trustees which amount shall be retained by the trustees in trust until completion by the member and/or its contractors of such work.

- 10.2. Upon completion of all building and other activities on the erf, the trustees shall, if they are satisfied that no damage has been effected by the member or any of its contractors to the common areas and/or landscaped areas within the development and that the work has been constructed in accordance with duly approved plans, release the building deposit to the member.
- 10.3. In the event of any landscaped area and/or the common areas having damage due to such work, the member shall within 15 (fifteen) days of having been requested to do so in writing by the trustees, rectify the damage to the satisfaction of the trustees failing which, the trustees shall be entitled to appoint an independent contractor to repair the damage and the amount paid to the trustees as a building deposit shall be utilized to defray the expenses of the independent contractor. If, however, the damage caused is not sufficient to cover the cost of such repairs, the trustees shall be entitled to recover the shortfall from the member.
- 10.4. The Developer shall not be required to pay any deposit as required in terms of the provisions of clauses 10.1, 10.2 and 10.3 hereof, prior to the completion of the scheme.

## 11. DEALING WITH THE COMMON AREAS

Neither the whole nor any portion of the common areas shall be:

- 11.1. sold, let, alienated, otherwise disposed of, subdivided or transferred; or
- 11.2. mortgaged; or
- 11.3. subjected to any rights of use, occupation or servitude, whether registered in a deeds registry or not (save those enjoyed by the members in terms hereof and any servitudes in favour of the Council as required in terms of any condition of subdivision referred to in clause 1 above) and any servitudes in favour of a third party without the specific prior written consent of the Council and the sanction of a special resolution of the Association (and no member shall be entitled to unreasonably vote against any such special resolution which may be proposed); or
- 11.4. built upon, improved or enhanced in value by the construction of buildings, erections, facilities or amenities, without the sanction of a special resolution of the Association, save and except for the construction of the perimeter wall, gatehouse and any construction relating to the electrical substation or transformer, the construction of the private road and the landscaping of the private open spaces.

## 12. RESPONSIBILITY FOR THE COMMON AREAS

- 12.1. The Association shall accept transfer of the common areas in each phase simultaneously with the first separate registration of an erf in such phase.
- 12.2. The Association acknowledges that the Council shall not be responsible for, and the Association shall be solely responsible for the care, repair, maintenance, cleaning, upkeep, improvement and property control of the common areas, all services therein and any structure or thing erected on or contained therein, including the private road and parking thereon.

## 13. VERGES AND CARRIAGE CROSSINGS

The registered owner/s of each erf shall at his cost maintain:

- 13.1. the carriage crossing between his erf and the road;
- 13.2. the landscaping, grass, plants and flowers on the verge between his erf and the road and/or any other adjacent common area/s;

And shall at all times keep the carriage crossing and the verge in a clean, neat and tidy condition.

#### 14. **CONTRACTS, REGULATIONS AND ACCESS**

14.1. The trustee committee may from time to time:

14.1.1. make regulations governing *inter alia*:

- 14.1.1.1. the members' rights of use, occupation and enjoyment of the common areas;
- 14.1.1.2. the external appearance of and the maintenance of the common areas and the buildings or other improvements erected thereon;
- 14.1.1.3. the erection of any buildings and/or structures of any nature whatsoever, and the alteration, modification and renovation to such buildings and/or structures on the erven,

14.1.2. enter into agreement(s) with the local authorities governing the matters set out in clause 14.1.1 and any other incidental matters.

14.1.3. enter into agreement(s) with the ESO governing the matters set out in Clause 9.

14.2. Each member undertakes to the Association that he will comply with:

- 14.2.1. the provisions of this constitution;
- 14.2.2. any regulations made in terms of clause 14.1.1;
- 14.2.3. any agreements referred to in clause 14.1.2 insofar as those agreements may directly or indirectly impose obligations on him.

14.3. All officials, employees and contractors employed by the Association, local authority and/or any public service company shall, at all times, have reasonable access to the erven and common areas for purposes of inspecting and/or maintaining all services supplying and/or traversing any part thereof.

#### 15. **BREACH**

15.1. should any member:

- 15.1.1. fail to pay on due date any amount due by that member in terms of this constitution or any regulation made thereunder and remain in default for more than 7 (seven) days after being notified in writing to do so by the trustees; or
- 15.1.2. commit any other breach of any of the provisions of this constitution or any regulation made thereunder and fail to commence remedying that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the trustees and complete the remedying of such breach within a reasonable time

then and in either such event, the trustees shall be entitled on behalf of the Association, without prejudice to any other rights or remedies which the trustees or the Association or any other member may have in law, including the right to claim damages:

- 15.1.3. to institute legal proceedings on behalf of the Association against such member for payment of such overdue amount or for performance of his obligations in terms of this constitution or any regulation made thereunder, as the case may be; to suspend all or any services to the erf owned by that member; to suspend the right of the member to make use of the communal facilities; and/or
  - 15.1.4. in the case of clause 15.1.2, to remedy such breach and immediately recover the total cost incurred by the trustees or the Association in so doing from such member.
- 15.2. Should the trustees institute any legal proceedings against any member pursuant to a breach by that member of this constitution or any regulation made thereunder, then without prejudice to any other rights which the trustees or the Association or any other member may have in law, the trustees shall be entitled to recover from such member all legal costs incurred by the trustees or the Association, including attorney/client charges, tracing fees and collection commission.
- 15.3. Without prejudice to all or any of the rights the trustees or the Association granted under this constitution, should any member fail to pay any amount due by that member on due date, then such member shall pay interest thereon at the publicly quoted prime rate of interest charged by the Association's bankers from time to time calculated from the due date for payment until the actual date of payment of such amount.

## 16. TRUSTEE COMMITTEE

- 16.1. There shall be a board of trustees of the Association which shall consist of not less than 4 (four) and not more than 8 (eight) members.
- 16.2. Every trustee must be a member of the Association or an authorised representative of the member where the member is not a natural person.
- 16.3. The trustees of the Association shall for the development period be divided into two classes, namely developer trustees and member trustees. Upon expiry of the development period there shall only be member trustees.
- 16.4. During the development period, 50% of the trustees may be appointed by the Developer and the remainder of the trustees shall be appointed by the members provided that after the development period, all trustees shall be appointed by the members.
- 16.5. Until the first trustees of the Association are appointed, the Developer shall be entitled to carry out all the functions and duties of the trustees in terms of this constitution.
- 16.6. Spouses and/or co-habitees of registered owners may also be appointed as trustees of the Association provided that the majority of trustees are registered owners.

## 17. REMOVAL AND ROTATION OF TRUSTEE MEMBERS

- 17.1. Each trustee, except for the developer trustees who shall not be required to rotate on an annual basis, shall continue to hold office until the annual general meeting next following

his said appointment, at which meeting each trustee shall be deemed to have retired from office as such, and shall be eligible for re-election to the trustee at such meeting.

17.2. A trustee shall be deemed to have vacated his office as such upon:

- 17.2.1. his estate being sequestrated, whether provisionally or finally, or his surrendering his estate;
- 17.2.2. his making any arrangement or compromise with his creditors;
- 17.2.3. his conviction for any offence involving dishonesty;
- 17.2.4. his becoming of unsound mind or being found lunatic;
- 17.2.5. his resigning from such office in writing delivered to the secretary;
- 17.2.6. his death;
- 17.2.7. his being removed from office by a special resolution of the members, provided that anything done in the capacity of a trustee in good faith, by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the trustee committee.

17.3. Upon any vacancy occurring on the trustee committee prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the trustee committee. Whilst developer trustees are in office the remaining developer trustees shall nominate a person to fill any such vacancy in their number.

## 18. OFFICE OF TRUSTEES

- 18.1. The trustees shall appoint from amongst themselves, a chairman and vice-chairman. During the development period the chairman and vice-chairman shall be appointed by the Developer.
- 18.2. The first chairman and vice-chairman, may be appointed by the Developer, and such office bearers shall hold their respective offices until the first annual general meeting following the date of their appointment, provided that any such office shall *ipso facto* be vacated by the trustee holding such office upon his ceasing to be trustee for any reason.
- 18.3. Within 14 (fourteen) days of the holding of such annual general meeting, the trustee committee shall meet and shall elect from its own number the chairman and vice-chairman, who shall hold their respective offices until the annual general meeting held next after their said appointment, provided that the office of the chairman or vice-chairman shall *ipso facto* be vacated by the trustee holding such office upon his ceasing to be a trustee for any reason. No one trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the trustee committee shall meet to appoint one of their number as a replacement in such office.
- 18.4. Save as otherwise provided in these presents, the chairman shall preside at all meetings of the trustee committee, and all general meetings of members, and shall perform all duties incidental to the office of chairman and such other duties as may be prescribed by the trustee committee or members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall not be entitled to vote at any such meetings.

- 18.5. The vice-chairman shall assume the powers and duties of the chairman in the absence of the chairman, or his inability or refusal to act as chairman, and shall perform such other duties as may from time to time be assigned to him by the chairman or the trustee committee.
- 18.6. Trustees shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them respectively in or about the performance of their duties as trustees and/or chairman, vice-chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration, fees or salary in respect of the performance of such duties.

## 19. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

- 19.1. Subject to the express provisions of these presents, the trustee committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in these presents, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not by these presents required to be exercised or done by the Association, in general meeting, subject nevertheless to such regulations as may be prescribed by the Association in general meeting from time to time, provided that no regulation made by the Association in general meeting shall invalidate any prior act of the trustee committee which would have been valid if such regulation had not been made.
- 19.2. The trustee committee shall be empowered to monitor and enforce compliance by individual owners with the Environmental Management Plan.
- 19.3. The trustee committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 19.4. The trustee committee shall have the right to co-opt onto the trustee committee any member or members chosen by it. A co-opted trustee shall enjoy all the rights and be subject to all the obligations of the trustees.
- 19.5. The trustee committee may, should it so decide, investigate any suspected or alleged breach by any member or trustee of these presents, in such reasonable manner as it shall decide from time to time.
- 19.6. The trustee committee may make regulations and by-laws, not inconsistent with this constitution, or any regulations or by-laws prescribed in the Association in general meeting:
- 19.6.1. as to disputes generally;
  - 19.6.2. for the furtherance and promotion of any of the objects of the Association;
  - 19.6.3. for the better management of the affairs of the Association;
  - 19.6.4. for the advancement of the interests of members;
  - 19.6.5. for the conduct of trustee committee meetings and general meetings; and
  - 19.6.6. to assist it in administering and governing its activities generally, and shall be entitled to cancel, vary or modify any of the same from time to time.

## 20. PROCEEDINGS OF THE TRUSTEE COMMITTEE



- 20.1. The trustee committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.
- 20.2. Meetings of the trustee committee shall be held at least once every twelve months, provided that if all the trustees shall in writing have waived the above requirement in respect of a particular twelve months, then no meeting of the trustee committee need be held for that period.
- 20.3. The quorum necessary for the holding of any meeting of the trustee committee shall be three trustees, provided that during the development period at least two developer trustees shall be necessary at all meetings of trustees to form a quorum.
- 20.4. The chairman shall preside as such at all meetings of the trustee committee, provided that should at any meeting of the trustee committee the chairman not be present within five minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting, provided further that should the vice-chairman also not be present within five minutes of the time appointed for the holding of such meeting, those present of the trustees shall vote to appoint a chairman for the meeting, who shall thereupon exercise all the powers and duties of the chairman in relation to such meeting.
- 20.5. A trustee shall take minutes of every trustee committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting and shall then be certified correct by the chairman of the meeting. All minutes of trustee committee meetings shall after certification as aforesaid be placed in a trustee committee minute book to be kept in accordance *mutatis mutandis*, with the provisions of the law relating to the keeping of minutes of meetings of directors of companies. The trustee committee minute book shall be open for inspection at all reasonable times by a trustee, the auditors, and the members.
- 20.6. All matters at any meeting of the trustees shall be determined by a majority of the votes of the trustees present and voting. In the event of an equality of votes, the chairman or in his absence, the vice-chairman, shall be entitled to a casting vote in addition to his deliberative vote.
- 20.7. A trustee, excluding a developer trustee, shall be disqualified from voting in respect of any contract, or any litigation or proposed litigation with the Association, by virtue of any interest he may have therein.
- 20.8. All competent resolutions recorded in the minutes of any trustee committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the trustee committee shall be of any force or effect, or shall be binding upon the members or any of the trustees, unless such resolution is competent within the powers of the trustee, committee.
- 20.9. Save as otherwise provided in these presents, the proceedings at any trustee meeting shall be conducted in such reasonable manner and form as the chairman of the meeting shall decide.
- 20.10. A resolution signed by all the trustees shall be valid in all respects as if it had been duly passed at a meeting of the trustee committee duly convened.

## 21. GENERAL MEETINGS OF THE ASSOCIATION



- 21.1. The Association shall within three calendar months after each financial year of the Association, hold a general meeting as its annual general meeting, in addition to any other general meetings, during such financial year, and shall specify the meeting as such in the notices, given in terms of clause 22.2 below.
- 21.2. Such annual general meeting shall be held at such time and place, subject to the foregoing provisions, as the trust committee shall decide from time to time.
- 21.3. All general meetings other than annual general meetings shall be called special general meetings.
- 21.4. The trustee committee, may, whenever they think fit, convene a special general meeting.

## **22. NOTICE OF MEETINGS OF THE ASSOCIATION**

- 22.1. An annual general meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a special general meeting, other than one called for the passing of a special resolution, shall be called by fourteen days' notice in writing at the least. In each case, the notice shall be exclusive of the day on which it is dispatched, and shall specify the place, the day and the hour of the meeting and, in the case of special business, in addition to any other requirements contained in these presents, the general nature of that business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the trustee committee to such persons as are under these presents entitled to receive such notices from the Association; provided that a general meeting of the Association shall notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:
  - 22.1.1. in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
  - 22.1.2. in the case of a special general meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 75% of the total voting rights of all members.
- 22.2. The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or the non-receipt of any such notice, notification or document by any member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

## **23. VENUE OF GENERAL MEETINGS**

- 23.1. General meetings of the Association shall take place at such place(s) as shall be determined by the trustee committee from time to time.

## **24. QUORUM FOR GENERAL MEETINGS**

- 24.1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any general meeting shall be such of the members entitled to vote in person or by proxy, as together for the time being represent ten of the total votes of all members of the Association entitled to vote for the time being, save that not less than three members must be personally present.

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

## 25. AGENDA AT GENERAL MEETINGS

In addition to any other matters required by these presents to be dealt with at an annual general meeting, the following matters shall be dealt with at every annual general meeting:

- 25.1. the consideration of the chairman's report;
- 25.2. the election of the trustee committee;
- 25.3. the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 25.4. the consideration of the balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;
- 25.5. the consideration of the report of the auditors;
- 25.6. the consideration of the total levy (as referred to in clause 7) for the calendar year during which such annual general meeting takes place; and
- 25.7. the consideration and fixing of the remuneration of the auditors for the financial year of the Association preceding the annual general meeting.

## 26. PROCEDURE AT GENERAL MEETINGS

- 26.1. The chairman shall preside as such at all general meetings, provided that should he not be present within 5 minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting, provided further that should the vice-chairman also not be present within five minutes of the time appointed for the holding of such meeting, then the members present at such meeting and entitled to vote shall vote to appoint a chairman for the meeting, who shall thereupon exercise all the powers and duties of the chairman in relation to such meeting.
- 26.2. The chairman may, with the consent of any general meeting at which a quorum is present (and if so directed by the meeting), adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
- 26.3. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 26.4. Except as otherwise set forth in these presents, all general meetings shall be conducted in accordance with generally accepted practice.

## 27. PROXIES FOR GENERAL MEETINGS

- 27.1. A member may be represented at a general meeting by a proxy, who need not be a member of the Association. The instrument appointing a proxy shall be in writing and signed by the member concerned or his duly authorised agent in writing, but need not be in any particular form, provided that where a member is more than one person, any one of those persons may sign the instrument appointing a proxy on such member's behalf, where a member is a company, the same may be signed by the chairman of the board of directors of the company or by its secretary, and where member is an Association of persons, by the secretary thereof.
- 27.2. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy certified by a commissioner of oaths thereof shall be deposited at the office at any time before the time appointed for the commencement of the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- 27.3. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the trustee committee at least one hour before the time fixed for the holding of the meeting.
- 27.4. Should a member be absent from the recorded domicilium address which the trustees may have for such member for a continuous period in excess of three weeks, a proxy must be appointed by such member prior to his absence in accordance with clause 27.1 and 27.2, failing which a member shall not be entitled to vote, at any special general meeting, called during such member's absence.

## 28. VOTING AT GENERAL MEETINGS

- 28.1. At every general meeting, every member in person or by proxy and entitled to vote shall have:
- 28.1.1. after the development period,
- 28.1.1.1. one vote for each erf owned by such owner; and
- 28.1.2. during the development period:
- 28.1.2.1. each owner (other than the developer) present in person or represented by proxy and entitled to vote, shall be entitled to 1 vote for each erf owned by such owner; and
- 28.1.2.2. the developer present in person or represented by proxy shall be entitled to 1 vote for each erf owned by the developer, plus 1 vote for each erf within the development.
- 28.2. Save as expressly provided for in these presents, no person other than a member duly registered, who shall have paid every levy and other amount (if any) which shall be due and payable to the Association in respect of or arising out of his membership, and who is not under suspension, shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting.
- 28.3. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.

- 28.4. Notwithstanding the provisions of clause 28.3 aforesaid, voting on the election of a chairman of a general meeting (if necessary) or on any question of adjournment, shall be decided on a show of hands by a majority of the members present in person or by proxy, and entitled to vote, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or any of the members in terms of clause 28.5 below.
- 28.5. When a poll is demanded, regard shall be had, in computing the majority on the poll, to the number of votes cast for and against the resolution.
- 28.6. Every resolution and every amendment of a resolution proposed for adoption by a general meeting shall be seconded at the meeting, and if not seconded shall be deemed not to have proposed.
- 28.7. An ordinary resolution (that is a resolution other than a special resolution) or the amendment of an ordinary resolution shall be carried on a simple majority of all the votes cast thereon, and an abstention shall not be counted as a vote for or against the resolution in question. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the general meeting shall be entitled to a casting vote in addition to his deliberative vote.
- 28.8. Unless any member present in person or by proxy at a general meeting shall have objected to any declaration made by the chairman of the meeting as to the result of any voting at the meeting, whether by show of hands or by poll, or to the propriety of validity of the procedure at such meeting, such declaration shall be deemed to be a true and correct statement of the voting, and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted, and an entry in the minutes to the effect that any motion has been carried or lost, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the vote so recorded if such entry conforms with the declaration made by the chairman of the meeting as to the result of any voting at the meeting.

## 29. SPECIAL RESOLUTION

- 29.1. A resolution by the Association shall be a special resolution if at a general meeting of which not less than 21 clear days' notice has been given specifying the intention to propose the resolution as a special resolution, the terms and effect of the resolution and the reasons for it, and at which members holding in aggregate not less than one-quarter of the total votes of all the members entitled to vote thereat, are present in person or by proxy, the resolution has been passed, on a show of hands, by not less than three-quarter of the number of members of the Association entitled to vote on a show of hands at the meeting who are present in person or by proxy or, where a poll has been demanded, by not less than three-quarter of the total votes to which the members present in person or by proxy are entitled.
- 29.2. If less than one-quarter of the total votes of all the members entitled to attend the meeting and to vote thereat are present or represented at a meeting called for the purpose of passing a special resolution, the meeting shall stand adjourned to a date not earlier than 7 days and not later than 30 days after the date of the meeting and the provisions of clause 26.3 shall apply in respect of such adjournment.
- 29.3. At the adjourned meeting, the members who are present in person or by proxy and are entitled to vote may deal with the business for which the original meeting was convened and a resolution passed by not less than three-quarter of such members shall be deemed to be a special resolution even if less than one-quarter of the total votes are represented at such adjourned meeting.

### 30. OTHER PROFESSIONAL OFFICERS

- 30.1. Save as specifically provided otherwise in this constitution, the trustee committee shall at all times have the rights to engage on behalf of the Association, the services of accountants, auditors, attorneys, advocates, architects, engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the trustee committee and on such terms as the trustee committee shall decide, subject to any of the provisions of these presents, provided that any expenditure incurred in respect of the above, shall not exceed 5% of the total annual levy for the year in question unless authorised by a special resolution.

### 31. ACCOUNTS

- 31.1. The Association in general meeting or the trustee committee, may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of members at all reasonable times during normal business hours.
- 31.2. At each annual general meeting the trustee committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the Incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the trustee committee and the auditors if appointed, and there shall be attached to the notice sent to members convening each annual general meeting, copies of such accounts, balance sheet and reports and of any other documents required by law to accompany the same.
- 31.3. Should the trustees or the majority of the members so require, the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the auditors at least once a year.

### 32. SERVICES OF NOTICES

- 32.1. A notice shall be in writing and shall be given or served by the Association upon any member, either personally or by post in a prepaid registered letter, properly addressed to the member at the address of the erf owned by him.
- 32.2. No member shall be entitled to have a notice served on him at any address not within the Republic of South Africa, but any member may require the Association, by notice, to record an address within the Republic of South Africa which shall be deemed to be his address for the purpose of the service of notices.
- 32.3. Any notice by post shall be deemed to have been served at the time when the letter containing the same was posted, and in proving the giving of the notice by post, shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 32.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

### 33. INDEMNITY



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

#### 34. **ARBITRATION**

- 34.1. Any dispute, question or difference arising at any time between member or between members and trustees out of or in regard to:
- 34.1.1. any matters arising out of this constitution; or
  - 34.1.2. the rights and duties of any of the parties mentioned in this constitution; or
  - 34.1.3. the interpretation of this constitution,
- Shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.
- 34.2. Arbitration shall be held in Grahamstown informally and otherwise upon the provisions of the Arbitration Act No 42 of 1965 as amended or replaced from time to time) it being intended that if possible it shall be held and concluded within 20 business days after it has been demanded.
- 34.3. Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:
- 34.3.1. primarily an accounting matter — an independent accountant;

- 34.3.2. primarily a legal matter — a practicing counsel or attorney of not less than 10 years standing
- 34.3.3. any other matter — an independent and suitably qualified and registered professional person appointed by the auditors;

as may be agreed upon between the parties to the dispute.

- 34.4. If agreement cannot be reached on whether the question in dispute falls under clauses 34.3.1, 34.3.2 or 34.3.3 or upon a particular arbitrator in terms of clause 34.3.,3, within 3 business days after the arbitration has been demanded, then:
  - 34.4.1. the President for the time being of the Law Society of the Eastern Cape Province or its successor/s shall determine whether the question in dispute falls under clauses 34.3.1, 34.3.2 or 34.3.3; or
  - 34.4.2. the President for the time being of the Law Society of the Eastern Cape Province shall nominate the arbitrator in terms of clause 34.3.1 within 5 business days after the parties have failed to agree so that the arbitration can be held and concluded as soon as possible within the 20 business days referred to in clause 34.2 above.
- 34.5. The arbitrator shall make his award within 7 days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 34.6. The decision of the arbitrator shall be final and binding and may be made an order of the Eastern Cape Provincial Division of the High Court of South Africa or its successor/s upon the application of any party to the arbitration.
- 34.7. Notwithstanding anything to the contrary contained in clauses 34.1 to 34.6 inclusive, the trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.

## 35. AMENDMENTS TO CONSTITUTION

- 35.1. This constitution, or any part thereof, shall not be repealed or amended, and no new rules shall be made, save by a special resolution adopted at an annual general meeting or a general meeting of the members and subject further to the prior written consent of the Council being obtained for the amendment of this clause and clauses 1, 2, 3, 4, 6, 7, 11, 12, 33 and this clause 35 of this constitution and subject further to the prior written consent of the Developer during the development period being obtained for the amendment of any clause in this constitution.

## 36. EFFECTIVE DATE

- 36.1. This constitution shall come into force when the first erf in the development is registered in the deeds office.

## 37. STATUS OF DEVELOPER

During the development period, the following provisions shall apply in addition to the conditions contained herein:



37.1. the developer shall be entitled:

37.1.1. to require that the trustee committee enforces the rights granted to it in terms of these presents against any member who in the opinion of the developer is not complying with his obligations as a member, and in particular, without restricting the generality of the foregoing, has failed to maintain all buildings and other improvements on its erf by giving such member written notice in which his failure to comply with the particular provisions of these presents is detailed and calling upon him to remedy such failure within a prescribed period of not more than 30 days, failing which the developer shall be entitled at the sole cost of that member to carry out all such work as may be required to maintain such building and other improvements on its erf;

37.1.2. to erect such signage, flagpoles, messages and/or other forms of notices or advertising on the development including the common areas, the private road area and/or the exterior walls (if any) of the development, subject to the regulations and by-laws of the Council appertaining to signage from time to time.

37.2. Neither the trustee committee nor any member of the Association shall prevent or hinder in any way the developer from:

37.2.1. gaining access to and egress from the development;

37.2.2. continuing any building operations at the development;

37.2.3. marketing and selling any of its unsold erven, including the advertisement of the sale of such erven on the common areas and/or at the development;

37.3. The developer shall not be required to obtain the consent referred to in clause 6.6.2 prior to completion of the development.

37.4. A member shall not appoint or engage any estate agent or other person to market, advertise and/or sell an erf other than the agent appointed by the Developer to market the development from time to time.

37.5. A member shall not be entitled to display "For Sale: and/or "To Let" signs on or outside the building.

37.6. Upon the termination of the development period, the rights of the developer in terms of the provisions of this clause 39 shall immediately terminate *ipso facto* and no longer be of any force and effect.

37.7. In the event of a dispute as to whether or not the development has been completed as envisaged herein, the decision of the architect appointed by the developer for the development shall be final and binding.

### 38. USE OF THE COMMON AREAS

38.1. An owner of an erf shall be entitled to the use of the common areas which form part of the development.

### 39. MANAGING AGENT

39.1. The Trustees shall be entitled to appoint a managing agent from time to time to control, manage and administer the common areas and to exercise such power and duties as

may be entrusted to the managing agent, including the power to collect levies and to appoint a supervisor.

- 39.2. The Developer shall be entitled to appoint the managing agent for the development period which appointment shall be valid binding on the Association for a period of 3 years following the termination of the development period.

**40. ASHWOOD FOREST ESTATE DESIGN REVIEW COMMITTEE**

40.1. There shall be a Design Review Committee for the Association, known as the "Ashwood Forest Estate Design Review Committee".

40.2. The Design Review Committee shall have all the powers and duties as set out in this Constitution.

40.3. The members of the Design Review Committee shall be constituted by a minimum of 3 (three) members, who shall be nominated and appointed by:

40.3.1. the trustee committee, who shall be restricted to appoint 2 (two) Design Review Committee members only;

40.3.2. all the members, who shall be restricted to appoint 1 (one) Design Review Committee member only.

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## ARCHITECTURAL AESTHETIC GUIDELINES



**VERSION 1**  
3 NOVEMBER 2025

The Estate management reserves the right to update this document periodically

# Contents

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INTRODUCTION	1
APPLICATION OF DESIGN RULES	2
THE PROFESSIONAL TEAM	3
LANDSCAPE RULES	4
DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE	6
TOWN PLANNING CONTROLS	16
GENERAL	18
APPROVAL PROCESS	20
BUILDING PROCESS	24
TYPICAL ARCHITECTURAL AESTHETIC RENDER	27
TYPICAL FLOOR PLAN OPTIONS	28
CONCLUSION	33

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# 01 INTRODUCTION

## AESTHETIC CONCEPT

*with Environmental design in mind ...*

This secure and unique residential estate is centrally located in the heart of Kenton-On-Sea with easy access to both rivers and the many pristine beaches. The unspoiled natural beauty and surroundings are the Estate's most priceless asset. The owners of this virgin piece of land express their intention to prohibit any development that may negatively affect its visual and ecological qualities.

This vision will be achieved through careful design, sensitive landscaping and general conservation.

The form and nature of all building work within the Estate will determine to what extent the inherent characteristics of the natural area will be affected. Therefore, it is desirable to restrict the scale, height, materials and finishes of all proposed structures encouraging the use of natural colours and materials to minimise visual impact and ecological damage.

The orientation and location of each structure are critical to optimising the benefits of Northern exposure, treating outdoor spaces as part of the architectural design and, conversely, indoor spaces as the continuity of the outdoors. The architecture should take advantage of shade and breeze that can be seen in the covered outdoor patio and the orientation of glass gabled roofs over the living areas.

The houses should be simplistic in design and defer to one another in between the indigenous qualities of the landscape. This simplicity of form requires excellent detailing and construction quality and thoughtful resolution of the interrelation of forms, materials and spaces.

The architectural goal is a simple elegance that emphasises well- proportioned massing, scale and fenestration with a natural colour palette. This approach should balance the interrelation between the architectural and structural elements of the landscape and context.

The aesthetics of the Estate is to be refined through excellence in detailing and execution.

A handwritten signature in a cursive script, appearing to read 'P. Ash.', located at the bottom of the page.

# 02 APPLICATION OF DESIGN RULES

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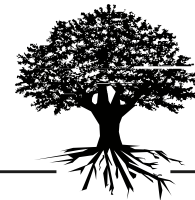
The function of this design control document is to manage and implement the aesthetic guidelines established by the professional team of the Developers.

Applying these design rules during the design and construction phases and forms an integral part of the development of the architectural and environmental identity of the Estate.

The Design Rules apply to all houses/property improvements in the Estate. They are contractually binding on all owners who should carefully study the contents hereof.

The Design Rules must be read in conjunction with the National Building Regulations (SANS 10400) and the requirements of the Local Authority and any other relevant statutory authority in the Republic of South Africa.

## *The vision*



The developers of Ashwood Forest Estate's vision and brief have focused on the environment and the protection of the existing trees with specific landscape rules in place.

The architectural vision is to use the existing trees on the property as design opportunities, instead of a design constraint.

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# 03

## THE PROFESSIONAL TEAM

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In order to ensure complete alignment with the overarching vision the Developers have compiled a professional team that will be involved with the final design and development of all the units. The professional team is comprised of the following:

### Architectural Practice:



### Project Manager:



# 04 LANDSCAPE RULES

The general landscape rules aim to create an integrated and responsive landscape with emphasis on nature, open space and style that will be unique to the Estate.

Importantly, the rules aim to preserve and enhance the existing environmental attributes, minimise possible negative impacts and establish a new, dynamic and elegant character to the Estate.



To control the general landscape development on private property and ensure continuation of the landscape design of public spaces established by the Developer, the following set of rules will apply to all properties.

The integrity of the open spaces can only be achieved through the successful integration of all landscape and the architectural components.

## LANDSCAPE RULES / CONTINUED

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### **PRESERVATION OF EXISTING TREES:**

The development will preserve as many of the existing trees as possible, even though they may be exotic species. This approach will minimise visual impact and preserve the value and character of the Estate.

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### **TO CONTROL AND MINIMISE THE AREA OF TREE CLEARING ON INDIVIDUAL STANDS, THE FOLLOWING GUIDELINES WILL APPLY:**

The principle will be that a maximum area consisting of the house footprint area plus an additional area of a maximum 2.5m wide area beyond the footprint may be cleared for construction of the house.

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Any tree outside this area must be preserved at all costs unless proven that a tree might be unstable and is a potential danger of falling over.

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Trees within driveways, patios and pool areas can only be cleared within an area equal to the minimum dimensions of the structure plus maximum 1m on either side and 2m in the case of a swimming pool.

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Any trees removed or pruned without prior written approval from the Estate's Home Owners association will subject the stand owner to a fine in the Environmental Management Plan.

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Appropriate landscape design on private property along the communal open spaces will result in the desired integration between public and private spaces.

# 05

## DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE

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The natural and physical characteristics of the land, including the sloped topography, were considered in developing the design framework and architectural language. The following primary elements were added to the framework:

The existence of a high concentration of existing mature trees and the benefits of retaining a large percentage of them

The promotion of the contemporary South African lifestyle architecture Building

Cost efficiency and the use of modern technology

The use and application of environmentally friendly materials, practices and the sustainability and durability of the built form

The availability of local construction skills and materials

The Design Rules are intended to merge the above elements into an architectural ethos reflecting the 'stoep' architecture of South Africa, which will be distinctive, sustainable, enduring and cost-effective.

### ARCHITECTURAL & RELATED CONTROLS

It is vitally important that all homeowners embrace the vision for the Estate and its Design Aesthetic Guidelines to ensure a high standard of design throughout the Estate.

The design approach is simple and respectful of neighbouring structures and the indigenous qualities of the landscape. Stoeps, deep eaves, functioning window shutters and screened doors are among the elements encouraged to be considered.

Details are to be well-considered and care taken to ensure proper execution of such details. Materials selection should be based on their robustness and ability to weather well in the local climate.

# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## PLAN & ROOF FORMS

The Ashwood Forest Homeowners Association's Design Review Committee retains full discretion to approve, amend, or reject any submitted plans, regardless of their alignment with these Guidelines. While the Guidelines serve as a reference, the Committee is not obligated to enforce or adhere to any specific material, method, or design contained herein.

Major plan forms must be individually roofed and connected to each other with individually roofed minor plan forms. All major plan forms must have a double pitched roof with gable ends.

All minor plan forms must be attached to at least one major plan form.

**Plan form** – maximum internal width – 6m and must be rectangular and at 90 degrees.

**Main roof form** – only double pitched gable form may be used for the major plan forms for each house at a pitch of 15 degrees.

**Minor plan form** – over stoeps / verandahs, decks and walkways must be individually roofed and connected to at least one major plan form. Dormer windows are subject to design restrictions.

Gable ends that are fully or partially glazed or clad are encouraged.

Secondary mono pitched roofs must be joined to the main roof form at a pitch of 5 degrees or flat roof. Eave overhang to be maximum 600mm.

## GARAGES & OUTBUILDINGS

Any garage/outbuilding must complement the house's main structure with a common architectural treatment. This relationship should be reinforced by way of structured walkways and other visual links. Garages and outbuildings may be either major or minor plan forms.

## HEIGHTS OF STRUCTURAL ELEMENTS

Single Storey :	Erven 1, 2, 8, 9, 10, 11, 12
Partial Double Storey :	Erven 3, 4, 5, 6, 7
Height Restriction :	Ndlambe Municipal Bylaws will apply

# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## AESTHETICS & COLOURS of all external elements

As per aesthetics and colour palettes captured in this document.

## EXTERNAL WALL FINISH

External walls should be dominant in their wall design and treatment. The puncturing of solid walls should be done in elegant and measured proportions.

Natural stone cladding, timber cladding, textured plaster, flush jointed / lime wash brick wall finish. No artificial stone, spanish / other plaster patterns will be allowed.

Including a palette of architectural greys and muted earth colours.



SEE THE EXAMPLE COLOUR PALETTE BELOW.



# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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**AESTHETICS & COLOURS of all external elements – ROOF, FASCIAS, GUTTERS & DOWNPIPES**  
As per aesthetics and colour palettes captured in this document.



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ROOF SHEETING : CORRUGATED/VICTORIAN 762mm Cover 10½ PROFILE

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## WATER STORAGE TANKS

Rainwater harvesting is considered as an integral part of the design. RainQueen Corrugated Steel Water Tanks are one of the most aesthetic water storage solutions currently available & is our preferred choice.



**Colorbond®**  
MATT



**Hidden Matt AZ150  
Alley Matt AZ200  
(SRI:47)**

*Note: Plastic Jo-Jo or other water tanks requires careful screening of storage tanks. Storage tanks must not be visible from outside of the property and the preference is that they are buried.*

# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## EXTERNAL WINDOWS & DOORS

'Classic contemporary style' aluminium windows and door frames. Window and door styles are to be consistent throughout.

The following windows and doors were not considered : Decorative or carved doors, square windows, glass blocks, arched windows and Winblok®.

### Glazing

Double glazing is encouraged. Sandblasted or etched glass is permitted and patterns are not allowed. The following glazing styles are also not allowed: reflective or coloured glass, stained and lead-light glazing. Putty fixed glazing beads are not permitted.

### Burglar Proofing

Burglar proofing, if required, must be an integral part of the window/door and fitted on the inside of the window/door glass. Externally mounted burglar proofing, trellis type, roll-up or sectional slide security screens and external burglar guards will not be allowed.

## SHUTTERS & SCREENS

The use of semi-transparent shutters and screens is encouraged to create layering and depth to the elevations, and as an effective method of reducing solar gain. Functioning shutters – sliding / folding side and top hung are permitted and false/decorative shutters of any description are not allowed.

## GARAGE DOORS

Powder-coated (PPC) aluminium sectional overhead, timber horizontally slatted sectional or Chromadek® roll-up garage doors are permitted. Colours to match external window frames and doors.

COLOUR CHOICES AS PER COLOUR PALETTE IN THIS DOCUMENT.

# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## COVERED STOEPS / VERANDAHS, PATIOS, DECKS & COURTYARDS

The liberal use of these elements is encouraged as they blur the internal/external boundaries of the house and reinforce a strong interrelationship between the built form and its natural surroundings. These elements are essentially ‘outdoor rooms’ that offer a rich spatial experience whilst also creating the very aesthetically desirable ‘depth’ to the elevations of the house.



## PERGOLAS

Pergola design to complement the major roof and wall design of the house. Retractable or fixed awnings, patio lace or excessive adornment, precast concrete or any excessive decorative columns, rustic log or gum pole supports with shade cloth are not permitted.

## BALUSTRADES



Stainless steel, aluminium & black powder-coated steel which is simplistic in design for balustrades are encouraged. Timber handrail combination with stainless steel cabling is permitted.

# DESIGN FRAMEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## LAUNDRY DRYING YARDS

Laundry drying yards must be positioned on the property so that they are concealed from view from the adjacent street/s. Special care must be taken in the case of laundry yards that are lower than street level. Screening that does not fall in the building lines may be in the form of walls up to a maximum height of 1.8m and/or timber screens up to a maximum height of 2.1m and the planting of shrubs and trees is recommended.

## BOUNDARY WALLS, LANDSCAPING WALLS & FENCES

The Estate discourages boundary walls and fences. Low yard walls relating to the enclosure of a 'courtyard' area off the outdoor entertainment area are encouraged as a means of defining spaces rather than securing them. These shall not exceed 1.2m in height and be constructed of natural stone and/or masonry. Colour and finish of these walls shall be as per the aesthetics and colour palette of this document.

**Colour and finish of all boundary walls or fences** - Natural weathered timber, natural stone in dark-tones. Dark tones are encouraged to be used for boundary elements as these will blend in beautifully with the external environment and gardens.



Where required, retaining walls must be contoured and sit within building lines. A retaining wall may protrude by a maximum of 1.2m measured from NATURAL GROUND LEVEL (before any earthworks). Terracing must return to the natural ground level.

Natural ground level shall be the level as determined on a contour plan.

## DESIGN FRAEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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### OUTDOOR ENTERTAINMENT AREAS

It is encouraged to use contrasting elements I,e weathered Garappa in decking, seating & Wall-cladding within the landscape and outdoor entertainment areas.

Creating of 'planter pockets' within decking areas complements the Forest Estate architectural aesthetics ...



## DESIGN FRAEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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### SOLAR PANELS, SOLAR GEYSERS & SKYLIGHTS

Solar panels and skylights are permitted provided they are mounted parallel and along the plane of the roof. Solar geysers are also permitted provided that the geyser is installed on an exterior wall and is jacketed & concealed.



# DESIGN FRAEWORK & ARCHITECTURAL LANGUAGE / CONTINUED

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## DRIVEWAYS

Driveway pavers to be in natural cement / concrete / charcoal colour tones.

Crazy or patterned paving is not allowed.



# TOWN PLANNING CONTROLS

## ZONING

The Estate falls within Ward 4 of the Ndlambe Municipality Integrated Development Plan (IDP). It falls under the Ndlambe Town planning controls which apply to all Residential 2 zoned properties within the Estate.

**COVERAGE** – Single storey houses – 70%.

Garages and covered Stoeps / Verandahs to be included in Coverage calculation.

### Residential Zone 2

<b>LAND USE CATEGORY</b>		<b>Residential</b>		
<b>ZONING</b>		<b>Residential Zone 2</b>		
<b>PURPOSE</b>		<b>Medium Density Residential</b>		
<b>Objectives</b>				
<ul style="list-style-type: none"> <li>• Medium density residential development up to a maximum gross density of 50 units per hectare.</li> <li>• Use of land for the purposes of harmonious architectural designed development, sharing common areas such as roads and open space.</li> <li>• Residential developments of a medium scale and limited height and it could be single, semi-detached, row or linked residential units, including retirement villages.</li> <li>• Limited non-residential uses to protect the residential character.</li> </ul>				
<b>USE OF THE PROPERTY</b>				
<b>Primary Use</b>	<b>Definition</b>	<b>Consent Use</b>		
<i>Group Housing</i>	means a group of separate and/or linked dwelling units, designed, planned and built as a harmonious architectural entity and includes support facilities relating to the operation and sustainability of the scheme or building, functional communal open space, gate house, public and/or private roadway, of which every dwelling unit has a ground floor and such dwelling units may be cadastrally subdivided.	<ul style="list-style-type: none"> <li>• <i>Care Facility</i></li> <li>• <i>Crèche</i></li> <li>• <i>Guest House</i></li> <li>• <i>Home Enterprise</i></li> <li>• <i>Retirement Village</i></li> <li>• <i>Social Facility</i></li> <li>• <i>Town Housing</i></li> </ul>		
<b>DEVELOPMENT PARAMETERS</b>				
<b>Building Lines</b>		<b>Height</b>	<b>Coverage</b>	<b>Floor Factor</b>
<b>Street</b>	<b>Lateral &amp; Rear</b>			
1m	1m	8.5m	70%	1.0
Additional building lines may be imposed based on surrounding land uses or safety controls				

## TOWN PLANNING CONTROLS / CONTINUED

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### **BUILDING LINES – NO BUILDING/STRUCTURE ZONES**

Building line relaxations will not be permissible.

Park Boundary and Planting control zone of 4m buffer on all street and public space; and 5m buffer on both forest zones. These building lines will not be allowed to be relaxed.

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Notwithstanding the zoning of the property, no construction may be executed within these buffer zones, including but not limited to any verandahs, balconies, patios, staircases, pergolas, built-in barbeques, retaining walls or any other structures.

### **USAGE**

No property may be used for any purpose which does not comply with the Rules of the Homeowners Association, the plans as approved by the Local Authority and/or any other provisions of the Local Authority and/or any other statutory authority in the Republic of South Africa.

### **SUBDIVISION & CONSOLIDATION OF PROPERTIES**

No sub-division, consolidation or rezoning of stands will be allowed.

### **BOATS, TRAILERS E.t.c.**

Boats, caravans and trailers must be concealed inside garages. Temporary structures, including but not limited to wendy houses, huts and tents are not permitted, save for during construction. Dog kennels are permitted provided that they are screened from view at street level. No shade cloth clad structures are permitted, including carports. Materials must be the same as the roof of the house. No banners or flags may be erected.

The Estate encourages homeowners to make use of storage facilities for the storage of boats, trailers, etc.

### **PARKING & GARAGES**

The Estate encourages homeowners to minimise parking and garage areas. Parking bays may either be in garages or open. Guests are prohibited from parking on any verges other than areas that are paved.

# 07

## GENERAL

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Any other structure or device not contemplated in this document will require the approval of the HOA Design Review Committee before installation or commencement of construction.

### HOUSE NUMBERS & INTERCOMS

The numbers will be constructed from satin stainless steel or polyester powder coated steel/ aluminium which may not exceed a height of 300mm. Intercoms will be integrated into the street boundary wall. No walls to accommodate intercoms may be constructed on any sidewalks.

### POOLS

Discharge pipes from swimming pools or water features must not discharge water directly onto any other property or the common property, and such discharge must be dealt with in terms of the regulations of the Local Authority.

Filtration equipment and motors must be contained in an appropriate structure to minimise noise pollution. Swimming pool fencing must comply with SANS10400-D. Swimming pools and fencing may not encroach over any building lines and/or servitudes.

### AIR CONDITIONING & HEAT PUMPS

Window or Roof-mounted equipment will not be permitted. All wall-mounted equipment is permitted provided that the compressor is mounted at ground level and screened from view from outside of the property. The equipment must be insulated in such a way as to minimise noise pollution.

### GENERATORS

Generators are prohibited.



### EXTERNAL LIGHTING

Generally a 'dark sky' policy applies within the Estate. Floodlighting or spotlighting of the external walls and/or the boundary walls will not be permitted. Spotlights shining beyond the boundaries of the property will not be permitted. Skyward shining spotlights will not be permitted. External lights must be positioned to minimise light overflow to neighbouring properties. Concealed / indirect light sources are encouraged.

### SATELLITE DISHES, WI-FI AND TELEVISION ANTENNAE

Only one such antenna/satellite receiver dish is permitted per property, with a diameter of 1200mm. The satellite must be positioned in as inconspicuous a manner as possible. The colour of the satellite/receiver dish and the mounting brackets and cable must blend in with the colour of the roof/wall to which it is attached. No Satellite Wi-Fi will be considered, each unit has a wire-way providing a Fibre connection.

### SEWERAGE & VENT PIPES

Sewerage and vent pipes higher than 1m, when measured vertically from natural ground level to the top of the vent pipe, must be concealed in vertical ducting or within the wall.

### BURGLAR ALARMS

This remains optional for each owner. The Developer has included wire-ways from the Erf to the estate gatehouse for repeat alarms.

### COMMUNICATION NETWORK

The Developers will install sleeves and manhole infrastructure to each unit that can be utilised for communication networks.

# PLAN APPROVAL PROCESS

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## STAGE ONE – CONCEPT PLAN

Proposed site plan at min 1:200, Concept plan and elevations at min 1:100 as well as an artistic/ architectural representation 3D view.

The site plan shall indicate the site, building lines, entrances, boundaries, boundary treatment, all proposed structures, proposed landscaping, paving location of proposed pools and the like.

The physical characteristics of the property and its surroundings should be carefully studied to optimise the position, orientation and form of the house/property improvements in the context of the Design Rules and to be able to connect to the relevant common property services.

## STAGE TWO

### **Detailed architectural design and working drawings**

Working drawings will include all plans, sections, elevations roof plans, foundation plans and window, door and finishes schedules. Services drawings which include the drainage plans, all water reticulation and electrical layouts.

### **The working drawings will clearly indicate the following:-**

Boundary lines and building setback/building lines, boundary walls, access points and driveways showing dimensions and materials, parking areas (both covered and open) showing dimensions, position and screening of laundry drying yards and enclosed gardens.

### **Landscaping detail**

Positions and type of any existing trees, details of any existing trees for which an application to remove is to be made, position of the house - different elements must be easily identifiable. Contour plan prepared by a registered land surveyor with 0.5m intervals showing the natural ground level prior to any excavation or earthworks. Floor and roof heights and landscape/terrace levels relative to natural ground level. Retaining walls with construction detail.

### **External lighting**

Detailed plans will include external lighting layout and specification, including an electrical plan and images of all external light fittings. A low ambient light condition is encouraged. External light fitting selection criteria should be 'to see the effect of the light but not the light source.' External lighting should provide general illumination to facilitate basic visibility. Light wash onto neighbouring properties and adjacent common property will not be permitted.

### **Antennae and satellite/receiver dishes**

Detailed plans will indicate all air conditioning/evaporative cooling/heat pumps and related equipment.

### **Solar and roof lights**

Roof lights/solar panels/any other roof-mounted equipment to be detailed and indicated on working drawings.

### **Materials, finishes and colours of all external walls, roofs, windows and doors**

To be indicated on plans.

### **Stormwater Management**

Detailed plans will indicate stormwater management.

No stormwater may be discharged into any sewer drain or onto the common property. A stormwater channel, piped to discharge into a stormwater drain, will be installed by the developer across the driveway at the site boundary to prevent any stormwater run-off over the verge.

### **Beacon and Height Certificate from registered Land Surveyor**

The Beacon & Height certificate will form part of the submission to Ndlambe Municipality.

### STAGE THREE – LOCAL AUTHORITY

The detailed plans will be submitted by the Developer to the Local Authority for approval. The Local Authority will require payment of a scrutiny fee, payable by the Developer.

After the Local Authority has approved the plans, the Developer shall provide the construction control officer with a full set of such plans, stamped and approved by the Local Authority for the records of the HOA.

### STAGE FOUR – COMPLETION CERTIFICATE

Before the construction completion certificate is issued, the “As-Built” plans will be submitted to Ndlambe Municipality. All landscaping must be completed as part of this stage. Prior to occupation, a copy of the signed Form 4 will be issued by the structural engineer.

### APPROVAL OF MATERIALS, EQUIPMENT & COLOURS

#### **Roof covering materials**

Prior to ordering any roof covering materials, the contractor must make the necessary arrangement for the construction control officer to inspect such material at the property to ensure that it complies with the Design Rules.

#### **Driveway & parking area paving**

Prior to ordering any driveway and parking area paving, the contractor must make the necessary arrangement for the construction control officer to inspect a paving sample at the property to ensure that it complies with the Design Rules.

#### **External finishes & wall colours**

Prior to painting and/or cladding any external walls, and/or boundary walls the contractor must make the necessary arrangement for the construction control officer to inspect such materials at the property to ensure that they comply with the Design Rules. In the case of paint colours, the contractor shall prepare a sample panel of at least 1m<sup>2</sup> of the colour/s concerned. Should the design make use only of the prescribed paint colours, as set out in this document, no further approval of colours is deemed necessary.

**Antennae / satellite / receiver dishes & air conditioning / evaporative cooling equipment**

Prior to the erection of any antennae/satellite/receiver dishes and/ or air conditioning/evaporative cooling equipment, the contractor must make the necessary arrangement for the construction control officer to inspect such equipment and the intended location thereof to ensure that they comply with the Design Rules.

**Inspections & meetings**

Inspections/meetings may be required occasionally for approval purposes or design discussions. In such an event, the owner, architectural professional or contractor concerned must contact the construction control officer in writing at least 48 hours prior to such an inspection or meeting.

**RATING SYSTEM OF CONTRACTORS**

Principal Contractors will be rated on the following basis for work on the Estate:

**LEVEL 1 – ALLOWANCE TO WORK ON A SINGLE PROPERTY**

No previous work completed on site. Should all work be completed on time and in an orderly and neat fashion with due consideration to neighbouring properties and home owners, they will progress to the following level.

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**LEVEL 2 – ALLOWANCE TO WORK ON UP TO 3 PROPERTIES AT A TIME**

Should work on up to three properties be completed on time and in budget in an orderly and neat fashion with due consideration to neighbouring properties and home owners, the contractor will progress to the next level.

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**LEVEL 3 – ALLOWANCE TO WORK ON UP TO 5 PROPERTIES AT A TIME**

Work must be completed on multiple properties (more than three), on time and in an orderly and neat fashion with due consideration to neighbouring properties and home owners.

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# BUILDING PROCESS

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The homeowner and all contractors are required to sign the Builder's Code of Conduct. This Code of Conduct can be obtained from the Estate Manager.

No building work shall be allowed to commence until all the relevant approvals have been obtained and the Building Code of Conduct (Contractor's Contract) has been signed off by the Developer.

## PRE-CONSTRUCTION PHASE

Construction **must be completed within twelve (12) months** from date of commencement. Construction activity must be continuous to completion. The consequences of inactivity will be dealt with in the Builders Code of Conduct.

All vacant erven will be kept clean by the Developer.

All trees marked by the landscape architect and those not interfering with proposed structures must be protected during construction. If marked trees are damaged, the Estate Management Association will impose fines of up to R5 000 (Five thousand Rand) per tree. Trees may only be removed with the written consent of the building control office.

The selected contractors will provide the Estate Management Association's security control with the names of all the workers of the main contractor and sub-contractors to be employed. This list must be updated every month.

Contractors must have qualified under the following criteria:

- Registered with the NHBRC;
- Be well versed in the National Building Regulations;
- Approved by the Estate Management Association.

### CONSTRUCTION PHASE

Compliance with the Occupational Health and Safety Act is mandatory.

During the construction phase, the Estate management will monitor the construction and site cleanliness to ensure that the standards are maintained on the Estate.

All sites shall be screened from view during construction, using 2.2m high proprietary site hoarding to all open sides of the property. Site hoarding shall be shade net or sheeted boarding in dark colours.

### ADDITIONS & ALTERATIONS

All future additions and alterations to the original building are subject to the same submission processes, including approval by the Design Review Committee and Local Authority.

### MAINTENANCE REGIME

It is expected that all homeowners carry out routine maintenance on properties to prevent costly emergency repairs, prolong the lifetime of their home and maintain a well-presented Estate.

The Estate Management Association may instruct the homeowner to carry out any repair and/or maintenance work to their property if routine maintenance is lacking.

In addition to this, the Estate Management Association will carry out necessary maintenance at their discretion, at the cost of the Homeowner.

### LANDSCAPING INSTALLATION

Homeowners and their selected contractors must ensure that all landscaping work done on the Estate is of a quality that meets the high standards as envisaged by the Constitution. The following conditions pertaining to landscaping are applicable to all garden installations:-

Planting: Details and Irrigation plans must be prepared for submission for approval by the Design Review Committee, which includes the landscape consultant. This is inclusive of any additions or upgrades to gardens.

## BUILDING PROCESS / CONTINUED

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All Landscape Designers/Contractors will be required to register with the Estate's landscape consultant. Use of construction vehicles on the Estate by contractors must be by way of written permission by the Estate Manager. Under no circumstances may any vehicles which are listed as not being suitable to travel on the roads be used.

Landscape Contractors entering the Estate will be subject to Security Clearance and Rules.

Structural plans must indicate all structures in the landscape, sections and specify materials (hard landscaping). All retaining structures must also be indicated.

A detailed irrigation plan to a scale of 1:100 must be submitted typically indicating automation/or otherwise, nozzles, spray lines, main lines, valves and material specifications. It must be borne in mind that irrigation water (potable) must be used sparingly.

## SOIL CONDITIONS

Geotechnical study done by Gage Consulting Engineers will be shared.

# 10

## TYPICAL ARCHITECTURAL AESTHETIC RENDER

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# 11

## TYPICAL FLOOR PLAN OPTIONS





**ASHWOOD**  
— FOREST ESTATE —



TYPICAL FLOOR PLAN - OPTION 2

AREAS	
Dwelling	159m <sup>2</sup>
Garage	33m <sup>2</sup>
Total	192m <sup>2</sup>





# ASHWOOD

— FOREST ESTATE —



TYPICAL FLOOR PLAN - OPTION 3

AREAS	
Dwelling	160m <sup>2</sup>
Garage	33m <sup>2</sup>
Total	201m <sup>2</sup>





# ASHWOOD

— FOREST ESTATE —



TYPICAL FLOOR PLAN - OPTION 4

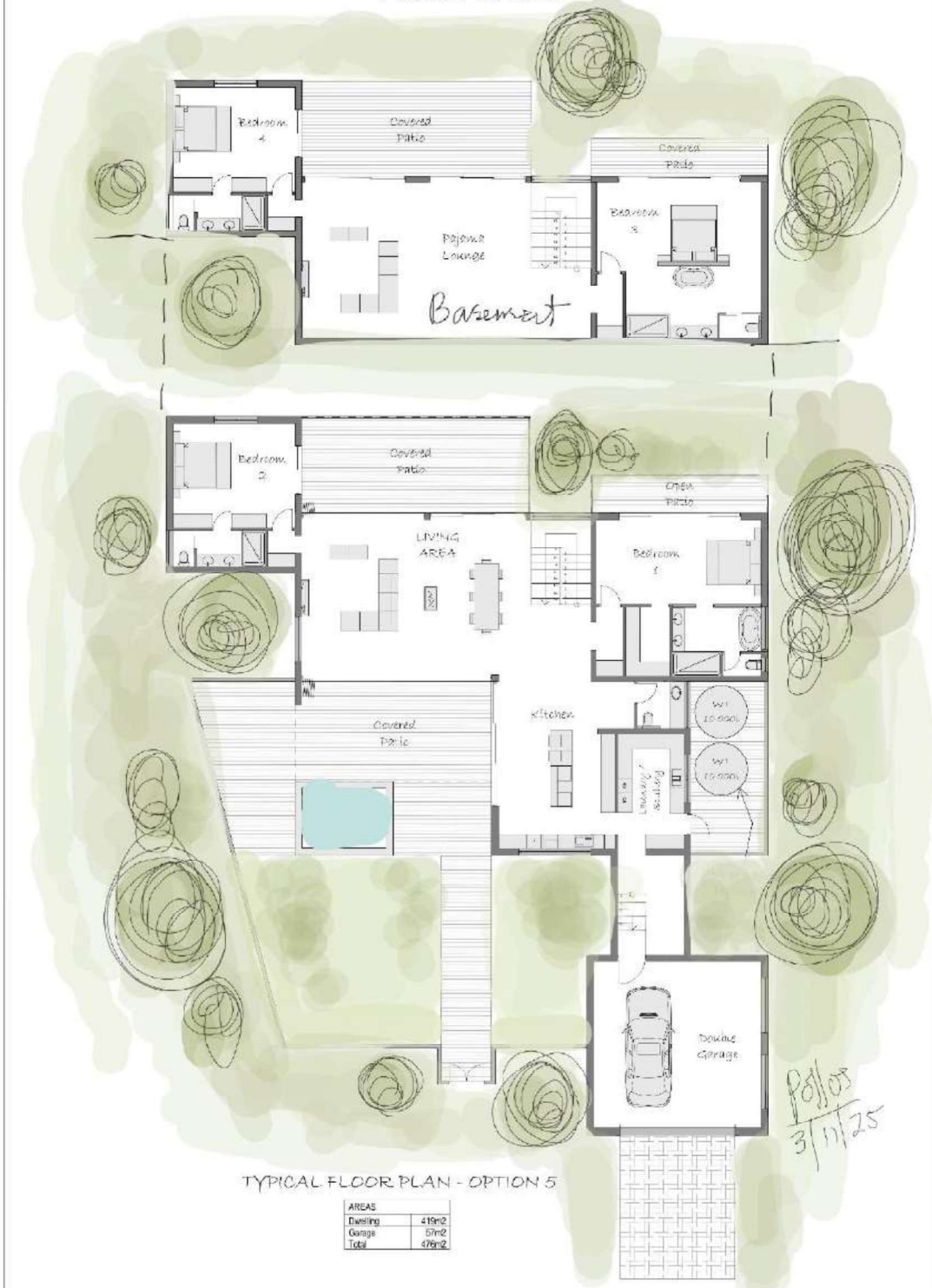
AREAS	
Dwelling	311m <sup>2</sup>
Garage	50m <sup>2</sup>
Total	361m <sup>2</sup>





# ASHWOOD

— FOREST ESTATE —



# 12

## CONCLUSION

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This Design Guideline Document is to be read in conjunction with the Agreement of Sale between the Homeowner, the Developer and the Constitution of the Home Owners Association including any amendments thereto.

The Developers with the Professional team will, at their discretion, be entitled but not obliged to waive any one or more of the guidelines. Any waiver granted shall not constitute a precedent automatically applicable to any other homeowner(s).

All homeowners must be members of the Home Owners Association (HOA).

Should any disputes arise relating to the application or implementation of these guidelines, the Developers with the Professional teams' decision shall be final and binding on all parties concerned.

These guidelines may not be amended by the Home Owners Association in future without the Developers with the Professional teams' written consent.

It is the intention of this guideline to provide a detailed framework to inspire homeowners in realising their dream homes. This will be achieved with all collaborating in the most effective and efficient way to ensure excellence in execution with the Estate's most priceless asset in mind — respect for its unspoilt and natural beauty and surroundings.

