

- Relaxation of southern building line is unacceptable for the placement of garages. Garages were originally placed on the boundary as the lodges would have no garages.

Placing the garages on the southern building line will depreciate the value of the houses of Berg 'n See and will obstruct the view. The proposed development provides every unit with a garage, these are unacceptable as they were never approved on the lodge plan.

***It has been decided to omit the garages on the southern building line from the site development plan. Only parking bays will be provided.***

- Entrance on the panhandle would be illegal and totally unacceptable.

***The approved access is from the pan handle.***

- The developer must fund the maintenance and protection of the wetlands within the Golf Estate and the Golf Course boundaries.

*The opinion regarding the statement made by the Hermanus Golf Club was obtained from Mr Colin Green of Rabcav, developer of the Hermanus Golf Estate and is as follows:*

***"The ROD contained a clause (4.13) that stated: "A trust fund for the rehabilitation and upkeep of the wetlands must be established for this purpose. A percentage of the income derived from the renting of the golf lodges must be deposited into this trust fund on a half yearly basis, from which the maintenance programme will be funded. The percentage must be determined between the municipality, the Botanical Society and the management of the golf club, on an annual basis".***

***It is clear that the authorities envisaged the income being derived from the renting of the golf lodges and not from the sale of them.***

***When drafting the above condition the authorities clearly did not understand the nature of the intended golf lodges, which were to be sold on a freehold basis. They were not intended to be a commercial enterprise rented out on a short term basis, and even if they were, it would probably not be financially feasible for the 20 proposed lodges to fund the annual maintenance costs and still provide the investor with an acceptable return. The objective however was to create a mechanism where funds could be generated in perpetuity for the maintenance of the wetlands and that a "body" would be responsible for ensuring that this task was carried out. In***

*discussion with various parties it was decided that the most feasible option would be to make it the responsibility of the MPOA which means that it would be funded by ALL homeowners equally, and not just one small group of homeowners.*

*In the Constitution of the MPOA Clause 4 states:*

*The main object of the Association is:*

*4.1 the control and maintenance over:*

*4.1.3 the wetlands on the golf course referred to in clause 2.1.5.1 above, provided that any amount to be spent on the maintenance of the wetlands shall be determined in conjunction with the Council and the Botanical Society on an annual basis (unless this is carried out by the golf club)*

*Clause 35 deals with amendments to the Constitution which, inter alia, requires Council's consent for the amendment of the above clause.*

*In my opinion it is very clear that the responsibility for the maintenance of the wetlands rests with the MPOA and that the only way that the MPOA can absolve themselves of this responsibility is if the golf club undertakes to maintain them, or if they amend clause 4.1.3 of the constitution which requires Council's consent. I don't believe the transfer of the property to the golf club in any way affects the MPOA's responsibility in this regard. "*

- Increased accommodation by adding a 3<sup>rd</sup> bedroom and increase in footprint will add pressure on the environment and would add to the discomfort of the neighbours with more people, traffic, pollution and noise. It would also affect the peace and quiet that the Berg 'n See residents enjoy. The increase in the footprint area will result in a population increase.

*It should be noted that the units in the proposed development would be marketed as a lifestyle village for residents 50+ years old and would be in the same style as Berg 'n See. It is envisaged that the development would be incorporated with Berg 'n See eventually and therefore the same rules and regulations will be applicable with regards to noise and pollution. It is therefore highly unlikely that each house will occupy 6 inhabitants resulting in a population increase.*

- A garage has been added to the units in stead of an open parking space.

*With the initial planning of the golf lodges it was envisaged that parking would be provided in garages at the entrance gate. As the application provides for a development of a residential nature it was decided to make provision for the placement of the garages at the units.*

- Objection to the building style and the lofts (roof structure). The add on a roof ridge will cause a visual obstruction and the covered patios will add to the bulk of the building, the lofts could lead to further sleeping accommodation. The original 250m<sup>2</sup> is being increased. Skylights in roofs and loft windows are not allowed. Maximum roof height should be the same as adjacent structures. Maximum coverage of 60% allowed in Single Residential Zone. Height of the residences to be limited to single storey. No mezzanine floors to be allowed.

*The building style is in line with the approved golf lodge aesthetic and the materials will also be in accordance with the approved scheme. The roof design and ridge height will similarly be in accordance with the original design and as such are no higher. Furthermore there is no possibility of introducing loft spaces given the fact that the current roof height would make this very difficult and the roof structure would need to take account of the structural requirement. We are willing to have a formal restriction on loft or mezzanine spaces in the rules of the Body Corporate.*

- Roofs to be all of the same colour and a matt finish, not to create a glare.

*House and roof colours will be compatible with Berg 'n See.*

- Proposed development will have a negative effect on the property values and retirement village character of Berg 'n See especially the properties situated adjacent to the development. It does not meet the standards of the original approval and would undermine the principle of the current zoning.

*The current zoning of the property is General Residential and the zoning will be retained. As the new development would be in line with the Berg 'n See development it would not negatively affect property values or the retirement character of the area. It is envisaged that Precinct 4 will be incorporated with Berg 'n See should agreement be reached with the owners of Berg 'n See.*

- Relaxing of the building line to 0m is unacceptable and the unsightly block of garages and pergolas on the southern boundary should not be allowed. The placement of the garages would devalue the houses at Berg 'n See.

***It has been decided to omit the garages from the site development plan. Only parking bays will be provided at the entrance gate.***

- Increase in area of footprint would result in population densification with the doubling of the amount of rooms from 36 to 54. It would also have a negative effect on the environment and the increase in density would cause pollution and human activity. The increase in the number of people and traffic would also affect the peace and quiet in Berg 'n See.

***It should be noted that the units in the proposed development would be marketed as a lifestyle village for residents 50+ years old and would be in the same style as Berg 'n See. It is envisaged that the development would be incorporated with Berg 'n See eventually and therefore the same rules and regulations will be applicable with regards to noise and pollution. It is therefore highly unlikely that each house will occupy 6 inhabitants resulting in a population and pollution increase.***

- The 10m setback against the Berg 'n See boundary must be honoured and no building should be allowed within the set back line.

***No buildings will be erected in the 10m setback line.***

- Last unit (N) has garage encroaching on the 10m servitude area.

***No buildings will be erected in the 10m setback line.***

- The swimming pool and block is positioned in the 10m servitude area. The two buildings on the Eastern side of the units should not be allowed.

***The swimming pool and club house will not be erected in the 10m setback area. The placement of the swimming pool and club house were approved as per the previous site development plan.***

- Swimming pool and club house is situated next to the 10 meter set back line and this could be a potentially noisy area. The area should be screened off and restrictions placed on the hours of operation, a daily rest period should be imposed between 14h00 and 16h00.

*The client is willing to include such limitations within the rules of the Body Corporate.*

- A 10m building line to be imposed on the western boundary for safety and ambiance of the area.

*The proposed units have been placed a safe distance from the western boundary and the adjacent fairway. The front row of units facing the fairway is ±50m from the centre line of the fairway.*

*The site is triangular and a 10m setback line has already been imposed on the eastern boundary of the site. An additional 10m building line on the western boundary will have a detrimental effect on the proposed development and the viability thereof and cannot be entertained.*

- Object to rezoning as the future value of Berg 'n See would be compromised.

*The application at hand is not for a rezoning, but for the amendment of the conditions of the existing approval and approved site development plan.*

- Original building proposal for the 9 lodges was acceptable, but new proposal will add traffic as lodges did not have garages and it was assumed that the golf club parking area would be used by the lodges. Now a roadway is proposed adjacent to Berg 'n See.

*The number of garages proposed has no relevance to the traffic being generated by a development, but rather the land use of the subject property. It should also be noted that garages were provided on the southern boundary for the lodges. With the new application these garages have now been accommodated at the dwelling units.*

*An approval was obtained for golf lodges that had 4 lettable rooms per golf lodge sleeping 2 people per room. The traffic generated would be 4 vehicles per lodge multiplied by 9 lodges. In both instances, the lodges versus the dwellings the same number of vehicles are calculated (36). This matter was covered in our motivation report. It is furthermore our opinion that visitors / holiday makers*

*generally generate more trips per day than an ordinary household and therefore the impact from a traffic point of view will be less.*

- No need for further residential development as there is an oversupply of vacant residential properties. The proposed new development will have a negative effect on the stability and selling prices of Berg 'n See.

*The units in the proposed development would be marketed as a lifestyle village for residents 50+ years old and would be in the same style as Berg 'n See.*

We trust that you find the above in order.

Yours faithfully



Pauline Spronk

ANNEXURE E 10/10



All dimensions approximate  
and subject to survey.  
COPY RIGHT RESERVED

Property Description  
**ERF 11097  
HERMANUS**

Plan Description  
**REVISED SITE  
DEVELOPMENT PLAN**

Scale: **1:1200**  
Drawing No: **1011/10/10/2.dwg**  
Date: **10/01/2014**

**COMMENTS FROM THE ENGINEERING SERVICES DEPARTMENT FOR:  
APPLICATION FOR DEPARTURE AND AMENDMENT OF SITE  
DEVELOPMENT PLAN: ERF 11097, EASTCLIFF**

Stormwater (SW)	:	In order
Electricity	:	In order
Sewer	:	According to GLS report
Water	:	According to GLS report
Roads and traffic	:	In order

**Conditions:**

1. That a Bulk Services Contribution Levy (BICL) be paid by the developer to supplement municipal services and amenities in accordance with the relevant legislation and as determined by the Council. The BICL tariff is adjusted by Council annually. The total BICL payable will be the amount as determined by the BICL Policy and tariff at the date of **actual payment**. BICL amounts quoted in any document will normally be applicable to the particular year in which the document was compiled and Council will not be bound by the quoted amounts.

**1.1 Developments containing Sectional Title Units/ Commercial Buildings (non-free standing properties – property is not to be subdivided)**

The BICLs are to be paid in full **prior** to submission of the building plans. Building Plans will not be accepted unless the BICL is paid in full.

**1.2 Developments with free standing properties (property that is subdivided and plots to be sold individually).**

The BICLs are payable **prior** to clearance being issued by the Income Department of the Municipality.

The contribution according to the current policy (2014/2015) is as follows:

Water (W7A)	R 23 444.00	x 9	x .75	=	R 158 247.00
Sewerage (SEW5A)	R 18 816.00	x 9	x .75	=	R 127 008.00
Roads & SW(RDST1)	R 6 132.00	x 9	x .75	=	<u>R 41 391.00</u>
<b>TOTAL (inclusive of VAT)</b>				<b>=</b>	<b><u>R 326 646.00</u></b>

Note:

**1.3 The above figures are estimates**

2. that the developer at his cost constructs the internal municipal civil and electrical services for the development as well as any link or bulk municipal services that need to be provided;

- 2.1 the Director: Infrastructure and Planning may require the developer to construct internal, link, and/or bulk municipal services to a higher capacity than warranted by the development for purposes of allowing other existing or future developments to also utilise such services, provided:
- 2.2 the rates and prices of such work be established in terms of a system which is fair, equitable, transparent and cost effective;
- 2.3 if link municipal services have already been provided, the developer to contribute towards the cost thereof, the Director: Infrastructure and Planning to determine the amount of such contribution in terms of a system which is fair and equitable;
3. that servitudes for municipal services be registered in favour of the Council at the developer's cost in respect of all main services to be taken over by the Council and all existing municipal services concerned crossing private property;
4. that the developer indemnifies and keep the Council indemnified against all actions, proceedings, claims and demands, costs, damages and expenses arising out of the establishment of the township, the provision of services to the township or the use of servitude areas or municipal property:
  - 4.1 for a period which shall commence on the date that the installation of the services to the township are commenced with and shall expire after completion of the maintenance period;
  - 4.2 the developer to submit an acceptable public liability insurance policy to the Council and to pay the premium in advance for the period as set out above before any work concerned may commence;
  - 4.3 the insurance to be to an amount which shall not be less than that required by the SAACE;
  - 4.4 such indemnification against loss, claims or damages, to include claims pertaining to consequential damages by third parties and whether as a result of the damage to or interruption of or interference with the Council's services or apparatus or otherwise;
5. that a plan of all existing services be submitted to the Director: Infrastructure and Planning, by the developer and that any of the services that need to be relocated, be done by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning:
  - 5.1 way-leaves must be obtained from the Operational Manager, Hermanus;
  - 5.2 such way-leaves to be obtained prior to any excavation on public property or property where existing services are located;

6. that the developer may enter into an agreement with the Council to install or upgrade bulk and/or link municipal services and amenities at an agreed cost, subject to the following:
  - 6.1 such costs to be established in accordance with a system which is fair, equitable, transparent, competitive and cost effective;
  - 6.2 such costs shall be set-off against (part or full) development contributions payable in respect of engineering services;
  - 6.3 to the extent that such costs exceed the development contributions payable, the Council will refund the developer the difference with interest calculated at the prime rate, when funds are available;
7. that plans of all the internal municipal civil and electrical (high and low voltage supply) services and such link services as required by the Director: Infrastructure and Planning, prepared by an ECSA registered professional engineer/technologist, be submitted to the Director: Infrastructure and Planning for his prior approval;
8. the "Guidelines for the Provision of Engineering Services in Residential Townships" (Blue Book), SABS 1200 specifications and the Design and Construction Standards for civil and electrical services of the Council to be used as the standard design and construction criteria with which such plans must comply;
9. the Director: Infrastructure and Planning to be notified in writing of all deviations from the Standard Design and Construction Criteria when plans are submitted for his approval and such deviations to be separately approved in writing by the Director: Infrastructure and Planning;
10. the successful completion of such works to be supervised and certified by an independent professional civil engineer/technologist i.e. a professional civil engineer/technologist who has no direct financial interest in the development, other than payment as standard professional fees for the work concerned; and
11. such independent professional civil engineer/technologist to furnish the Director: Infrastructure and Planning with satisfactory proof of his professional indemnity insurance to an amount which shall not be less than that required by the SAACE and which insurance shall be valid for the relevant contract and maintenance period;
12. that all municipal civil and electrical services installed or constructed by the developer, be maintained after completion thereof for a maintenance period, as described in the General Condition of Contract for works of Civil Engineering Construction – 2004, of 12 months, and

13. that a Certificate of Completion together with as-built services plans be provided by the independent professional engineer/technologist to the Overstrand Municipality. As-built plans to be on quality paper, together with a DXF file thereof;
14. that the developer furnish the Council with a bank guarantee equal to 2.5% of the value of the provided municipal civil and electrical services as certified by the independent professional engineer/technologist. The guarantee shall be to the satisfaction of the Director: Infrastructure and Planning and valid for the 12 months maintenance period which commences from date of the Certificate of Completion;
15. that the Home Owners Association be responsible for the operational costs and maintenance of street lighting, electrical reticulation and metering and all internal services;
16. that the developer provide bulk meters for water and electricity at approved positions as well as individual meters at each consumption point;
17. that the existing capacity at precinct 4 is 100KVA, should additional capacity be required, an investigation be conducted with regard to the capacity required and that available, at the developer's cost;
18. that an approved refuse collection area/room to sufficiently accommodate the refuse generated by the development and which is to be proved with the following:
  - a. properly ventilated;
  - b. a cement floor;
  - c. a tap and running water, as well as a drainage point which is connected to the sewer network;
  - d. is a position nearest to an access road for the development and be accessible for the refuse truck at all times, to the satisfaction of the Director: Infrastructure and Planning;
19. that the refuse room be completed prior to occupation of the first unit, to the satisfaction of the Director: Infrastructure and Planning;
20. that a stormwater management plan, which may include attenuation facilities to ensure that the pre-development run-off is not exceeded and that erosion and pollution is minimised, be submitted to the Director: Infrastructure and Planning for approval and that the approved management plan be implemented by the developer at his cost to the satisfaction of the Director: Infrastructure and Planning;
21. that the above stormwater management plan include the following:
  - 21.1 pre-development run-off from the catchment area;
  - 21.2 post-development run-off from catchment area;

- 21.3 existing stormwater reticulation system and the capacity thereof;
- 21.4 connection of internal stormwater reticulation system;
- 21.5 overland escape routes
22. that the developer apply for a temporary water connection on the prescribed application form at Overstrand Municipality's Finance Department, before commencement of construction;
23. that the developer apply for a bulk water connection on the prescribed application form, at Overstrand Municipality's Finance Department and that the installation of the bulk water meter, by the developer, be done under the supervision of the Operational Manager, Hermanus;
24. that an investigation be conducted, by GLS Consulting Engineers, to determine whether sufficient capacity exist in the existing water & sewer systems, to accommodate the proposed development, at the developer's cost;
25. that damage to the existing roads, used as routes for access to the development, for the provision of services, be repaired by the developer.

  
DENNIS HENDRIKS  
SENIOR MANAGER:  
ENGINEERING SERVICES

30 / 1 / 2014  
DATE



Verwysing  
Reference  
Isiqathiso AN 213/25/4 Hermanus Golf Course

Navrao  
Enquiries  
Imibuso JAQUETA KEET

Datum  
Date  
Umhla 11 July 2002

Departement van Omgewing- en Kultuursake en Sport  
Department of Environmental and Cultural Affairs and Sport  
Isebe lemiCimbi yeNdalo esiNgqongileyo neNkcubeko nezemiDlalo

The Interim Municipal Manager  
Overstrand Municipality  
PO Box 20  
Hermanus  
7200

Attention: Mr Riaan Kuchar

Tel: (028) 313-8087  
Fax: (028) 312-1894

Dear Sir

**APPLICATION: CREATION OF THE HERMANUS GOLF ESTATE, HERMANUS, AN IDENTIFIED ACTIVITY IN TERMS OF SECTION 21 OF THE ENVIRONMENT CONSERVATION ACT, 1989 (ACT NO. 73 OF 1989).**

With reference to your application, find below the Record of Decision in respect of this application.

#### RECORD OF DECISION

##### A. DESCRIPTION OF ACTIVITY:

The upgrading of a resort, the change of zoned open space to any other land-use and the reclamation of land from a wetland. The proposed activity entails the creation of the Hermanus Golf Estate on the current Hermanus golf course property and adjacent properties and adjacent properties, comprising:

- 1) the expansion and extension of the Hermanus Golf Course by nine holes;
- 2) the creation of 20 golf lodges;
- 3) the establishment of single, general & group-housing residential areas, involving approximately 670 units (excluding the 20 golf lodges) as per Table 2 of the final Scoping Report dated October 2001 prepared by DeVilliers Brownlie Associates;
- 4) the installation of roads, water reservoir and other service infrastructure;
- 5) the closure some existing roads;
- 6) the filling in of small areas of a wetland (and the rehabilitation of all the wetlands on the estate); and
- 7) the creation of open space areas;

These are activities identified in Schedule 1 of Government Notice No. R1182 of 5 September 1997, as amended, being:

- Item** 1(m) The construction, erection or upgrade of public and private resorts and associated infrastructure  
 2(e) The change of land use from use for nature conservation or zoned open space to any other land use  
 7 The reclamation of land, including wetlands, below the high-water mark of the sea, and inland waters

hereinafter referred to as "the activity".

**B. LOCATION:**

The activity will be sited over the existing Hermanus golf course property and adjacent properties and streets in the town of Hermanus, Western Cape, comprising Erf 7531 Hermanus, unsubdivided Portions of Remainder Erf 1253 Hermanus, an unsubdivided Portion of Erf 4780 Hermanus, an unsubdivided Portion of Farm 591/1 Caledon and an unsubdivided Portion of Erf 5308 Hermanus, as well as portions of Contour Street, Theron Street, Flat Street, 11th Street, Fernkloof Drive, the existing access road to Fernkloof Nature Reserve (an extension of Fir Avenue) and the road between Flat Street and Main Road to be closed and/or realigned.

**C. APPLICANT:**

Overstrand Municipality  
 PO Box 20, Hermanus, 7200  
 Tel: (028) 313-8087  
 Fax: (028) 312-1894

**D. CONSULTANT:**

DeVilliers Brownlie Associates (Mr Louis de Villiers)  
 21 Menin Ave, Claremont, 7708  
 Tel/Fax: (021) 674-4263

**E. SITE VISIT(S):**

Mr Morgan Griffiths of this Directorate: Environmental Management, Western Cape Department of Environmental and Cultural Affairs and Sport inspected the site on 27 November. Mr Griffiths held numerous meetings and telephonic discussions with Messrs de Villiers and Kuchar regarding this application.

**F. DECISION:**

In terms of Sections 22 and by virtue of powers delegated by the Minister in terms of Sections 28 & 33 of the Environment Conservation Act, 1989 (Act No. 73 of 1989), the Chief Director: Environmental Affairs of the Department of Environmental and Cultural Affairs and Sport hereby grants authorisation, **with the conditions** contained in this Record of Decision, for the execution of the activity described above.

This Authorisation has been granted in terms of section 22 of the Environment Conservation Act, 1989 (Act No. 73 of 1989) solely for the purposes of undertaking the activity referred to above, and does not exempt the holder thereof from compliance with any other relevant legislation.

**G. CONDITIONS OF AUTHORISATION:**

1. The activity, including site preparation, may not commence before the statutory 30 day appeal period expires.
2. One week's notice, in writing, must be given to the Directorate: Environmental Management, (hereinafter referred to as "this Directorate"), before commencement of construction activities.
  - 2.1 Such notice shall make clear reference to the site location details and reference number given above.
  - 2.2 The said notice must also include proof of compliance with the following conditions described herein:  
Conditions: 1, 4-11, 13-15, 18, 20 & 21
3. One week's notice, in writing, must be given to the Directorate: Environmental Management, (hereinafter referred to as "this Directorate"), before commencement of operation activities.
  - 3.1 Such notice shall make clear reference to the site location details and reference number given above.
  - 3.2 The said notice must also include proof of compliance with the following conditions described herein:  
Conditions: 1, 4, 5, 7, 11, 16 & 21
4. The mitigation/rehabilitation measures and recommendations as detailed in the:
  - 4.1 Scoping Report, with particular reference to sections 4.2.4-10 and 6; and
  - 4.2 The Rezoning and Subdivision Application Report dated June 2001 by Planning Partners, with particular reference to sections 12 & 13, Figures 15a-c (With the architectural guidelines for each precinct) and section 8 of Annexure G;  
must be adopted and complied with.
5. This authorisation does not include any increase in the permitted extraction of groundwater, for irrigation purposes, from the borehole on the existing golf course, should this be required. Any application for increased extraction from this borehole will be subject to its own environmental impact assessment and approval process.
6. The proposed treated effluent water pipeline and irrigation scheme for the golf estate (with the potential to supply the local sportsfields) must be implemented. It is suggested that all pipes and taps of this system are clearly marked to prevent accidental use of this water for potable purposes.
7. Public access to Fernkloof must not be restricted by this activity.
8. Should any paths be needed across any wetland, that raised boardwalks are utilised for such purpose.