

L'AGULHAS NATURE RESERVE

1. Constitution
2. House Rules
3. Management Plan
4. Design Manual

OFFICE COPY

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CONSTITUTION

OF

L'AGULHAS NATURE RESERVE HOME OWNERS' ASSOCIATION

**CONSTITUTION OF L'AGULHAS NATURE RESERVE
HOME OWNERS' ASSOCIATION**

1. **NAME:**

The name of the association is "L'Agulhas Nature Reserve Home Owners' Association", which is an association established in terms of Section 29 of the Land Use Planning Ordinance, Cape Ordinance Nr 15 of 1985.

2. **DEFINITIONS:**

In this Constitution, unless the context indicates the contrary:

- 2.1. "the Association" shall mean the L'Agulhas Nature Reserve Home Owner's Association
- 2.2. "the Subdivisional Area" shall mean the portion of the development which has been subdivided and registered as land units for purposes of erecting thereon residential or holiday dwellings together with all private, general or special usage areas appertaining thereto and including the roads, parking areas, designated green areas, recreational areas and the nature reserve area. It shall also mean the subdivided portion reserved for a conference/multi purpose centre, shops, offices and other facilities as may be allowed in terms of the zoning scheme of the said portion. The lastmentioned portion together with any improvements and facilities thereon, shall remain the property of the developer to be utilized by him in his sole discretion or to be alienated by him as he may deem fit, however always subject to the provisions of this constitution
- 2.3. "the Developer" shall mean Lourens Group L'Agulhas (Pty) Ltd or its successors-in-title
- 2.4. "person" shall include a company, close corporation, partnership, trust or other association of persons entitled by law to hold title to immovable property
- 2.5. "member" shall mean a member as defined in clause 4 hereof
- 2.6. "the Development" shall mean the entire scheme of the Development undertaken or to be undertaken in future by the Developer and comprising the land and improvements thereon on a portion being Portion A of the remainder of Portion 22 of the farm Paapekuil Fontein Nr 281 in the division of Bredasdorp as indicated on the annexed plan
- 2.7. "land unit" means a portion of land registered or capable of being registered in a deeds registry and may include a servitude right
- 2.8. "owner" means, in relation to immovable property or any interest in immovable property, the person in whose name that property or in whose favour that interest in immovable property is registered
- 2.9. words importing the singular number shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders and the neuter gender shall also include the masculine and feminine genders.

3. **OBJECTIVES OF ASSOCIATION:**

- 3.1. The objectives of the Association are:

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- 3.1.1. The promotion, advancement and protection of the Members' Group and communal interests, the control over and maintenance of services and amenities arising from the subdivision of the subdivisional area;
- 3.1.2. The promotion and enforcement of standards for community living in the subdivisional area in such a way that members may derive the maximum collective benefit therefrom;
- 3.1.3. The promotion and maintenance of acceptable aesthetic, environmental and architectural styles and design criteria for the subdivisional area in order to achieve harmonious development thereof and to control the design and development of all properties and land units therein, however in accordance with the proposed styles and design of the Developer;
- 3.1.4. The management and maintenance of all water and stormwater services, roads, recreation areas and facilities, nature reserve area, refuse disposal, drains and electricity lay-out, and all other improvements made, erected or constructed for the benefit of the members, nothing excluded.
- 3.1.5. The promotion and maintenance of the nature reserve in accordance with the guidelines and requirements of any authority and the relevant management plan.
- 3.1.6. To implement a control program for infiltrating plants and shrubs in the subdivisional area under the guidance of the Cape Province Nature Conservation.
- 3.1.7. To ensure that the development and subdivisional area are self-supplying in respect of water supply.
- 3.1.8. To ensure that all water for domestic purposes shall comply with SABS standards.
- 3.1.9. To ensure that no dump be allowed within the subdivisional area for refuse removal. Refuse removal shall be done by the Association to the satisfaction of the local authority.

4. **MEMBERS:**

- 4.1. Membership of the Association shall be evidenced by registered ownership in the Deeds Registry in Cape Town of one or more land units in the subdivisional area. Upon registration of ownership of a land, membership of the Association shall be automatic and members shall be obliged to comply with the provisions of this constitution and the rules of the Association from time to time. No person shall be entitled to cease to be a member of the Association while remaining the registered owner of a land unit in the subdivisional area.
- 4.2. Notwithstanding anything to the contrary, herein or elsewhere contained, the Developer shall be a member in respect of each land unit not registered in the name of the member as envisaged in paragraph 4.1. above.
- 4.3. Each member shall be entitled to one vote for each land unit owned in the subdivisional area.

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- 4.4. Where two or more persons own one land unit, the registered owners of that land unit shall be deemed jointly and severally to be one member of the Association.
 - 4.5. Membership shall be transferred by the registration of a deed of transfer in the Deeds Registry at Cape Town, passing transfer of one or more land unit in the subdivisional area from the previous member to the new member.
 - 4.6. Every member shall pay a monthly levy to the Association, which levy shall be determined by the Association during a general meeting.
5. **EXECUTIVE COMMITTEE:**
- 5.1. The powers of the Association, other than those exercised by the members in a general meeting, shall be exercised by the Executive Committee (hereinafter referred to as "EXCO").
 - 5.2. Exco shall consist of 5 (five) persons of whom 4 (four) shall be members of the Association.
 - 5.3. The developer shall nominate an additional 2 (two) natural persons from time to time to Exco to represent the developer for so long as any proposed land unit(s) in the present or future phases of the development have not been transferred to a member as envisaged in paragraph 4.1. above. The developer's nominees are not eligible for chairmanship of Exco
 - 5.4. The members' representatives on Exco shall be elected annually at the Annual General Meeting and shall, subject to the provisions herein contained, remain in office until the following Annual General Meeting.
 - 5.5. Exco members may fill any vacancy in their number or co-opt any additional member, provided that the number of Exco members shall not exceed 7 (seven) as long as paragraph 5.3 is relevant and not exceed 5 (five) thereafter. Any Exco member so appointed or co-opted shall hold office until the next Annual General Meeting when he shall retire.
 - 5.6. An Exco member shall cease to hold office as such if:
 - 5.6.1. by notice in writing to Exco he resigns his office;
 - 5.6.2. he is or becomes of unsound mind;
 - 5.6.3. he surrenders his estate as insolvent or his estate is sequestrated;
 - 5.6.4. he is convicted of an offence which involves dishonesty;
 - 5.6.5. he absents himself from 3 (three) consecutive meetings of Exco without special leave of absence from Exco;
 - 5.6.6. by resolution of a general meeting of the Association, he is removed from office;
 - 5.6.7. he ceases to be a member of the Association.
 - 5.7. Exco shall meet at such time and place as shall be decided by Exco from time to time, provided that it shall meet within 14 (fourteen) days of an Annual General Meeting. It shall not be necessary to give notice of a meeting to any Exco member for the time being absent from the Republic. Special meetings may be called by the Chairman.

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- 5.8. Three (3) Exco members may at any time convene a meeting of Exco by giving to the other Exco members not less than 10 (ten) days' written notice of the proposed meeting, which notice shall specify the reason for calling such a meeting.
- 5.9. Three (3) members shall form a quorum at any meeting of Exco. If at any meeting a quorum is not present within 15 (fifteen) minutes of the appointed time of the meeting, the members present shall form a quorum, provided that at least 2 (two) members are present.
- 5.10. If the number of Exco members falls below the number necessary to form a quorum, the remaining members may continue to act.
- 5.11. Exco shall keep minutes of meetings held and decisions taken, which minutes shall be tabled at the next meeting, and Exco shall make a full annual report at the Annual General Meeting.
- 5.12. At the commencement of the first meeting of Exco members, after each Annual General Meeting, Exco shall elect from its members a Chairman, a Secretary and a Treasurer who shall *ipso Facto* be Chairman, Secretary and Treasurer of the Association. The Chairman, Secretary and Treasurer so elected shall hold office as such until the end of the next ensuing Annual General Meeting.
- 5.13. All matters at any meeting of Exco shall be determined by a majority of those present and voting. In the event of an equality of votes, the Chairman of any meeting shall have the casting as well as a deliberative vote.
- 5.14. The management and administration of the Association shall vest in Exco which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself and as are not by its Constitution required to be exercised or done by the Association in a General Meeting. Without in any way limiting the generality of the foregoing, such powers shall include, but not be limited to the following:
- 5.14.1. The determination of what Constitutes appropriate standards for the community living in the subdivisional area;
- 5.14.2. The performance of such acts as are necessary to accomplish the objectives expressed or implied herein;
- 5.14.3. The investment and re-investment of monies of the Association not immediately required, in such manner as may from time to time be determined;
- 5.14.4. The operation of a banking account with all powers required for such operations;
- 5.14.5. The making of, entering into and carrying out of contracts or agreements for any of the purposes of the Association;
- 5.14.6. The employment and payment of agents, managers, employees, maintenance staff and servants and any other persons;
- 5.14.7. The making, amendment and repeal of rules which shall be binding upon members as if they form part of this Constitution;

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- 5.14.8. The right to sue and to defend actions in the name of the Association and to appoint representatives for this purposes;
 - 5.14.9. The performance of such acts as are required to ensure the security of persons and property in the subdivisional area;
 - 5.14.10. The management of such rights as may exist in favour of the Association;
 - 5.14.11. The appointment of trustees to perform any functions which have legally been delegated.
- 5.15. No Exco member shall be liable to the Association or to any member thereof, or to any other person whomsoever for any act or omission by himself, by the Association or by its servants or agents. An Exco member shall be indemnified by the Association against any loss or damage suffered by him in consequence of any purported liability, provided that such member has, upon the basis of information known to him, or which should reasonably have been known to him, acted in good faith and without gross negligence.
- 5.16. Exco may delegate its administrative functions to paid trustees with the approval of the AGM to the extent and limits prescribed by the AGM.

6. **GENERAL MEETINGS:**

- 6.1. An Annual General Meeting (AGM) shall be held once in every year at such time and place as may be determined by Exco, but so that no more than 15 (fifteen) months shall be allowed to elapse between any two such successive meetings. The business to be done at the AGM shall include:
- 6.1.1. the receipt of a report on the affairs of the Association;
 - 6.1.2. the election of the members of Exco;
 - 6.1.3. the adoption of the minutes of the previous AGM;
 - 6.1.4. the adoption of the balance sheet and accounts;
 - 6.1.5. the consideration of any resolutions concerning the affairs of the Association of which due notice has been given;
 - 6.1.6. the determination of the monthly levy to be charged out against all members of the Association to give proper effect to the carrying out of the objectives of the Association for the ensuing year;
 - 6.1.7. the approval of rules made in terms of paragraph 5.14.7. above and of rules concerning the use of facilities and conduct of members and access to facilities;
 - 6.1.8. any other business;
- 6.2. Exco may call an ordinary general meeting of members whenever it deems fit.

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- 6.3. Extra-ordinary general meetings shall also be called upon the written request of not less than 30 % (thirty percent) of members, directed to the chairman of Exco.
- 6.4. An AGM shall be convened on not less than 21 (twenty one) days' notice in writing. An ordinary general meeting shall be called by not less than 14 (fourteen) days' notice in writing. The notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the matter(s) to be discussed.
- 6.5. The accidental omission of giving notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting.
- 6.6. No matter shall be discussed at any meeting unless a quorum is present when the meeting commences. For this purpose, the quorum shall be members present in person or by proxy and being not less than 10 (ten) members.
- 6.7. If within half an hour from the time appointed for the holding of a meeting a quorum is not present, the members present shall form a quorum.
- 6.8. The chairman of Exco shall preside at every general meeting, but if there is no such chairman, the members present shall choose a chairman from the members of Exco, or if no such members are present, they shall choose some person present to be the chairman of the meeting.
- 6.9. At all general meetings, resolutions put to the vote, save for resolutions for the election of a member to Exco or his removal therefrom which shall be decided by ballot voting, shall take place immediately. Voting, whether by show of hands or by ballot, shall take place in accordance with the following provisions:
 - 6.9.1. each member present in person, shall have one vote for every land unit registered in his name;
 - 6.9.2. each person present as proxy for a member shall have one vote for each land unit registered in the name of the member for whom he is proxy;
 - 6.9.3. each member and person present as proxy for a member shall indicate clearly how he casts each vote to which he is entitled as aforesaid;
 - 6.9.4. all resolutions shall, accept as otherwise provided herein, be by simple majority of those members present in person or proxy at the meeting and voting;
 - 6.9.5. the chairman of the meeting shall count the votes cast for and against the resolution and shall declare it carried or lost as the case may be;
 - 6.9.6. a declaration by the chairman of the result of the voting by show of hands or ballot and the entry thereof in the minute book of the Association shall be conclusive evidence of that fact;
 - 6.9.7. votes may be even either personally or by proxy;

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6.9.8. the instrument appointing a proxy shall be in writing in any form approved by Exco and shall be signed by the principal, or his attorney duly authorised thereto in writing, or if such principal is a company, such instrument shall be signed by a duly authorised officer.

6.10. Any company which is a member of the Association may, by resolution of its directors or other governing body, authorise such person as it deems fit to act as its representative at any meeting of the Association and the person so authorised shall be entitled to exercise the same powers on behalf of the company which he represent as that company could exercise if it were an individual member of the Association.

7. **LEGAL STATUS:**

The Association shall be a body corporate:

- 7.1. with legal personality, capable of suing or being sued in its own name, and
- 7.2. non of whose members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in an be controlled by Exco in terms hereof, and
- 7.3. not for profit, but for the benefit of the owners of land units situate in the subdivisonal area, and
- 7.4. with the right to acquire, hold, lease and alienate property both movable and immovable.

8. **LEVIES:**

- 8.1. The Association, through Exco, shall be entitled and authorised from time to time, to levy contributions from the members for the purpose of meeting all the expenses incurred by the Association, or to which Exco reasonably anticipate the Association will be put by way of maintenance, repair, improvement and keeping in good order and condition the nature reserve and common areas, and for the provision of services, maintenance and in general to fulfil its obligations as envisaged in paragraph 3 above. Such levies may be fixed annually and shall be collected annually in advance.
- 8.2. The levies shall commence immediately on the taking of possession and shall be payable annually in advance.
- 8.3. Until the levies have been fixed, the initial levy shall be R 600,00 payable on the taking of possession until the levies have been revised by the Association.
- 8.4. If a yearly payment due in advance on account of the annual levy is not paid within 7 (seven) days of due date, the Association may institute legal proceedings against the member for the recovery of the full annual levy. The costs of such proceedings shall be paid by such member on the scale as between attorney and client and shall

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be added to the levy. Interest will be charged at the prime overdraft rate charged from time to time on overdue amounts and shall be calculated from the due date until date of payment. A member whose levy is not paid on due date shall not be entitled to:

- 8.4.1. vote at any meeting;
- 8.4.2. nominate candidates for election to Exco;
- 8.4.3. serve on Exco;

whilst any payment is outstanding.

- 8.5. Exco shall cause proper books of account of the administration and finance of the Association to be kept at the domicilium of the Association or such other place(s) as it may deem fit.
- 8.6. Exco shall cause to be laid before the Association at the AGM such books of account, balance sheets and reports of the Association.
- 8.7. All nett income howsoever derived shall be capitalised to the levy fund of the Association and may only be applied for the common benefit of the Association in such manners as are approved by the AGM.

9. **NOTICES:**

- 9.1. Any notices which may be required to be given in terms of this Constitution, may be given by the despatch of such notice in writing by prepaid post in which event such notice shall be deemed to have been received 7 (seven) days after the posting thereof at any post office within the Republic of South Africa.
- 9.2. The chosen address of the member shall for the purposes of notices to the member ipso facto be the chosen domicilium citandi et executandi of that member.

10. **AMENDMENTS TO THE CONSTITUTION:**

This Constitution shall not be altered or amended in any way save with the prior written consent of the relevant local authority and after such alteration or amendment has been approved by the members in a general meeting with a special majority of 66 % (sixty six percent).

11. **COMMON PROPERTY:**

- 11.1. All common property represented by the remainder of the subdivisonal area subsequent to all land units being transferred to members shall be transferred in the name of the Home Owners' Association by the conveyancers of the developer for the account of the Home Owners' Association.
- 11.2. Notwithstanding any provision to the contrary contained in this constitution:
 - 11.2.1. the SA National Parks Board shall be entitled to manage the common property upon such terms and conditions to be agreed upon between the developer or its successors in title and the SA National Parks Board; and

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- 11.2.2. the developer, the Local Authority and any other competent Authority shall have certain water rights on the common property including the right to take water from any existing or future resources, to seek or drill boreholes to build dams, reservoirs, pump stations and to take water from such resources along such pipelines as may be necessary and in general to do anything which may be necessary to exercise their rights in terms hereof, provided that there shall at all times be sufficient water for the purposes of the subdivisional area and the common property; and
- 11.2.3. the Municipality of Bredasdorp or its successors in title, shall be entitled to convey electricity over the common property along the route as agreed upon between the developer and the Municipality; and
- 11.2.4. the developer and the relevant authorities referred to in clauses 11.2.2 and 11.2.3 above shall have access to and the right of way along the common property to exercise their respective rights and for the purposes of maintenance of any services provided that such access and right of way shall in no way be detrimental to the objective of nature conservation; and
- 11.2.5. the developer or any other competent body or authority, reserves the right of access to and use of the existing hiking trail over the common property in favour of the general public provided that such access and use shall always be in the interest of nature conservation and subject to such entrance fee as may be imposed by the Home Owners Association in concurrence with the SA National Parks Board, its assigns or successors in title.

12. **RULES:**

Without limiting the generality of paragraph 5.14.7 above, the following rules shall form part of this Constitution and of any rules adopted by the Association:

- 12.1. No trees, plants, endemic shrubs or fynbos within the subdivisional area may be removed without the prior written consent of Exco and subject to guidelines and directions of any authority. Only endemic trees and shrubs may be planted within the subdivisional area;
- 12.2. No domestic animals may be kept within the subdivisional area, unless approved in writing by Exco, which approval Exco may withdraw at any time within its own discretion;
- 12.3. Architectural guidelines laid down in a design manual from time to time from the developer and approved by the local authority, shall apply to all buildings, structures, fences, works and the nature reserve as a whole;
- 12.4. All building plans must first be submitted to the developer for approval and thereafter to the local authority for approval;
- 12.5. No erven may physically be demarcated or fenced in and the natural environment must be kept and maintained at all times. All erf boundaries shall be cadastral.


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13. PROMULGATION:

This Constitution will become effective against approval thereof by the local authority and subsequent signing thereof by the developer.


ACCEPTED AND SIGNED BY THE DEVELOPER AT L'AGULHAS

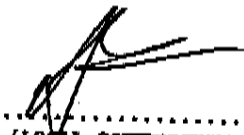
ON THIS 4 TH DAY OF SEPTEMBER 1998 .



.....
S. LOURENS (DEVELOPER)

APPROVED AND SIGNED BY THE OVERBERG DISTRICT COUNCIL AT BREDASDORP

ON THIS 9 TH DAY OF  1998 .



.....
(LOCAL GOVERNMENT)

RULES

OF

L'AGULHAS NATURE RESERVE HOME OWNERS' ASSOCIATION

RULES OF L'AGULHAS NATURE RESERVE HOME OWNERS' ASSOCIATION

1. DEFINITIONS:

In this Rules, unless the context indicates the contrary:

- 1.1. "the Association" shall mean the L'Agulhas Nature Reserve Home Owner's Association
- 1.2. "the Subdivisional Area" shall mean the portion of the development which has been subdivided and registered as land units for purposes of erecting thereon residential or holiday dwellings together with all private, general or special usage areas appertaining thereto and including the roads, parking areas, designated green areas, recreational areas and the nature reserve area
- 1.3. "the Developer" shall mean Lourens Group L'Agulhas (Pty) Ltd or its successors-in-title
- 1.4. "person" shall include a company, close corporation, partnership, trust or other association of persons entitled by law to hold title to immovable property
- 1.5. "member" shall mean a member as defined in clause 4 of the Constitution and shall include a purchaser, tenant, occupier or visitor
- 1.6. "the Development" shall mean the entire scheme of the Development undertaken or be undertaken in future by the Developer and comprising the land and improvements thereon on a portion being Portion A of the remainder of Portion 22 of the farm Paapekuil Fontein Nr 281 in the division of Bredasdorp as indicated on the annexed plan
- 1.7. "land unit" means a portion of land registered or capable of being registered in a deeds registry and may include a servitude right
- 1.8. "owner" means, in relation to immovable property or any interest in immovable property, the person in whose name that property or in whose favour that interest in immovable property is registered
- 1.9. words importing the singular number shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders and the neuter gender shall also include the masculine and feminine genders.

2. GENERAL:

The purchaser is aware that a Home Owners' Association is formed or will be formed and that the Constitution of the Association as adopted, is binding upon him. The purchaser is furthermore aware that certain building regulations will apply in order to maintain a uniform characteristic.

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3. NO NUISANCES:

The purchaser will not do, or suffer to be done on the property anything which in the opinion of the Association is noisome, unsightly, injurious, objectionable or detrimental, or a public or a private nuisance or a source of damage or disturbance to any owner, tenant or occupier of erven in the L'Aguilhas Nature Reserve.

4. NON-COMPLIANCES:

If any purchaser, tenant or occupier of the subdivisional area or any land unit by act or omission commits a breach of the conditions recorded in this rules or any amendment thereof and the Constitution of the Association as well as the design manual of the developer, the Association or any other authorised person(s) may enter upon the property to take the necessary action in the entire discretion of the Association and may cover the cost from any such person(s) or the owner in the discretion of the Association. The aforesaid action will include, but is not limited to, obtaining the services of consultants, legal representation, gardening consultants/services or the like.

5. FAUNA AND FLORA:

No purchaser, member, tenant, occupier or visitor shall harm or interfere in any manner whatsoever with the fauna and flora within the subdivisional area and shall cause no nuisance to the animal life in the nature reserve by either himself or his pets.

6. SUCCESSORS IN TITLE:

These rules shall be binding upon the member and his successors in title, and will be recorded in its entirety in all subsequent deeds of sale of any land unit in the subdivisional area, and if possible, it will be registered against the title deed of the land unit.

7. PROVISIONS OF LOCAL AUTHORITY AND ANY OTHER AUTHORITY:

The purchaser acknowledges that notwithstanding the provisions of these rules, that he is also bound by the provisions and conditions of the local authority and any other authority as well as the developer which may apply to the subdivisional area or the land unit.

8. DEVELOPMENT CONDITIONS:8.1. Minimum size:

The primary structure on any land unit must be at least 50 (fifty) square metres in area.

8.2. Building Regulations:

Compliance with the National Building Regulations is required by law.

8.3. Design Manual:

The design manual by the developer from time to time must be complied with.

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9. MAINTENANCE:

All buildings on the land unit, including all walls, gates and other structures and improvements, as well as gardens and court areas must be maintained in a neat and tidy condition and in a state of good repair.

10. ROADS:

Vehicles may only be permitted on prescribed routes by the developer and the Association from time to time.

MANAGEMENT PLAN
OF
L'AGULHAS NATURE RESERVE

PREPARED BY
RORY ALLARDICE
(CAPE NATURE CONSERVATION)

1. OBJECTIVES

1. *One of the objectives of the L'Agulhas Nature Reserve is to contribute to the maintenance of the biodiversity of the region.*

To this end, the natural function of the environment must be ensured. Animals contribute to this, functioning through their interaction with their habitats. Existing large terrestrial mammals are at present mostly confined and cannot migrate or move outside the boundaries of the reserve. Additionally the large terrestrial predator component cannot be accommodated in viable numbers and therefore they cannot play their role optimally in terms of the population numbers or the larger ungulates. As a result large antelope, ostrich, and other yet to be reintroduced megaherbivore populations, may require management. Nutrients as a result of agricultural activities, the introduction of alien taxa, and general and chemical pollution, are all factors which complicate both management and the survival of naturally-occurring taxa.

2. *To provide opportunities and facilities for nature orientated outdoor recreation and interpretation.*

Up market accommodation will be developed on the reserve, and the natural area surrounding the accommodation will be used as a marketing commodity. The people attracted therefore will be those who are interested in nature. It is therefore logical that opportunities for outdoor recreation and the interpretation of the natural environment be promoted.

MANAGEMENT BACKGROUND

ORGANIZATIONAL RESPONSIBILITIES

The organizational responsibilities of the reserve can be expressed as follows in terms of the management objectives:

Vegetation

- A burning Programme to maintain a mosaic of natural plant communities.
- Eradication of alien invasive vegetation
- Management will strive to attain the optimal biodiversity of the area.
- Collection of baseline data.
- Consumptive utilization of natural resource that is sustainable, cost effective and in accordance with the objectives of the reserve, can be considered.
- Special protection for rare and endangered species and special habitats.

Fauna

- Cooperative management of game between The L'Agulhas Nature Reserve and adjacent landowners will be promoted and formalized where necessary.
- To maintain viable populations of all natural animals on The L'Agulhas Nature Reserve.
- Consumptive utilization of natural resource that is sustainable, cost effective and in accordance with the objectives of the reserve, can be considered.
- Special protection for national or locally threatened species.
- The collection of baseline data.
- Eradication of alien animals.
- To supply excess game species to the broader public when available.

Special ecosystems

- To build up a database on special habitats on the reserve.

Groundwater

- To determine the extent and quality of groundwater resources as well as its interaction with surface water resources.
- The sustainable utilization and management of groundwater resources.
- Prevent the pollution of groundwater resources.
- Encourage neighbouring landowners and users to practise suitable groundwater management and conservation.

Soil conservation and rehabilitation

- Prevention of accelerated soil erosion on hiking and management roads.
- Rehabilitation of disturbed areas.
- Minimizing roads and tracks. Close these roads and rehabilitate them where necessary.

Recreation

- To create and maintain facilities for public utilization with the focus on physical outdoor recreation.

Interpretation

- To offer an interpretation service to the public on the ecology, features, recreational opportunities and management actions on the reserve.

Infrastructure

- Maintain all necessary roads and provide permanent surfacing to all tourist roads. New roads will be constructed according to integrated environmental management procedures.
- Maintenance of trails and overnight facilities, if any.
- General maintenance of development structures as well as buildings on common property and the immediate surrounding terrain on the reserve.
- Strive for international acceptable standards for waste management.

Local Community involvement

- Maintain and promote community awareness of activities on the reserve through all means possible.

Research

- Research by outside bodies will be actively encouraged and will be managed as follows.
 1. Where The L'Agulhas Nature Reserve can initiate necessary research projects, this will be done under contract and funding and facilities will be provided.
 2. Projects initiated by outside bodies that are considered of importance to The L'Agulhas Nature Reserve will be supported. Support will vary from permission only, to the use of facilities and/or funding.
 3. Projects initiated by outside bodies that are not considered to be of a priority nature either for The L'Agulhas Nature Reserve will be allowed but no support will be given in terms of the use of facilities of funds.
- Non destructive research can be undertaken anywhere in the reserve.
- Destructive research will be subject to the following conditions:
 1. Destructive research will not be encouraged, but can be undertaken if the overall effect will not have long term detrimental consequences.
 2. Destructive research of any kind will only be allowed under prescription.
 3. Where destructive research is necessary it must be conducted in delimited areas and where necessary interpreted to the public.
- All publications and research reports pertaining to The L'Agulhas Nature Reserve must be filed and kept in the administrator's offices.

Monitoring

- All activities must be monitored.

2. ZONING

The reserve must be divided into management zones to guide future use, management and development of the reserve. The majority of future developments will be geographically concentrated within the existing development nodes, while the high-density visitor pressure will be limited to certain areas. The lower density visitor pressure will be limited to certain areas away from infrastructure and public vehicular access areas.

2.1 Development Zone

Residential development will be restricted to the following development nodes:

- Node 1 : 43 erven approximately 300 m² each
- Node 2 : 37 erven approximately 300 m² each
- Node 3 : 1 erf approximately 1 ha outside main gate.

Each of these erven have been pegged by a surveyor and will be registered by the Surveyor General.

2.2 Natural Zone

High intensity Utilisation Zone

This zone is linked to the development nodes. Intensive nature orientated recreational activities such as day walks, bird hides and picnic spots can be allowed in this area. In this zone vehicular access along public roads will still be allowed and pedestrian access will mostly be unrestricted. Bicycles will be allowed on management tracks. Development in this zone will be kept to a minimum. Visitor use will be closely monitored with the aim to determine an upper limit for visitor carrying capacity.

Low Intensity Utilisation Zone:

Pedestrian access to this area will be limited to groups using the formal trails. Numbers and routes will be restricted. Reserve staff must guide any further public access.

3. MANAGEMENT ACTIVITIES

All the management actions and tasks that are needed to manage the reserve are described in terms of projects under management programmes (e.g. Ecological Management Programme, Public Utilization Programme etc.) Policy guidelines are laid down under each of the programmes. Several projects are then identified to achieve the objectives of the reserve. These projects can be long term projects (e.g. the control of alien vegetation), or short term projects (e.g. the building of a bird hide). All the projects are then ranked according to priorities.

3.1 Develop an understanding of the plant animal interactions on The L'Agulhas Nature Reserve.

Objective:

To develop a better understanding of the plant animal interactions in order to improve management practices.

Explanation:

There have always been animals in the fynbos, these have ranged from minute insects to elephants, practically nothing is known about the way fynbos provides in the needs of the animals and nothing about the effects of larger grazing and browsing species on vegetation dynamics.

Implementation:

To encourage and support research in this direction.

3.2 Fire Management Programme

Policy

- In order to ensure the continued existence of the naturally occurring biodiversity on the reserve an approximation of a natural burning regime will be followed with controlled burns to create a veld age mosaic.
- Fire can also be used as a management tool during the eradication of invasive alien vegetation.
- To restrict undesirable fires outside and within the boundaries of the reserve in accordance with the Fire Reaction Plan.
- Wild fires can be manipulated to achieve management objectives.
- Where possible, liaison must occur with neighbours along the boundaries of the reserve to include their veld in the burning programme, including manipulation of desirable wildfires.

GOALS

1. To maintain a fire regime which will promote and maintain the broadest possible spectrum of indigenous plant and animal species thus promoting biodiversity and a mosaic of veld ages.
2. To use fire as a tool to eradicate homogenous stands of alien invasive plants.
3. To restrict uncontrolled fire originating from inside or outside the reserve to the minimum.

Projects

1. The yearly revision and preparation of an annual burning schedule.

Objective:

The approximation of the natural burning regime with a veld age mosaic using controlled burns and wildfires.

Implementation:

Fires must be allowed to burn as big an area possible. This would reduce the predation of seed to the minimum. (This statement is based on the lack of research to the contrary). The three-block system recommended by Dr.Penny Mustert may be utilised, but because of unplanned fires impacting on the prescribed boundaries of these blocks, yearly revision is recommended.

2. Fire as management tool for the eradication of alien vegetation.

See Alien Vegetation Control Programme.

3.3 Alien Vegetation Programme

Description

The eradication of alien vegetation from the reserve is the highest management priority. Current management activities must be expanded at least in the short-term in order to overcome the backlog that exists so that subsequent operations concentrate more on eliminating regrowth and preventing further spread.

Policy

- Control of alien vegetation will be done using the most effective integrated Programme of biological, chemical, mechanical and fire control methods.
- Alien vegetation species must be removed in order to maintain natural biodiversity.
- Start with clearing less dense stands of alien vegetation, moving to dense stands last, except under special circumstances.
- All initial clearing of alien vegetation should be completed within a period of 5 years (to be completed in the year 2002 AD).
- Follow up work will be done regularly (Maximum period of 3 years).
- If possible, employ workers from the surrounding community on a temporary basis to carry out alien vegetation eradication, except when using fire as a control method.
- Private contractors can also be used in the clearing of aliens in a controlled manner.

Projects

1. The yearly revision and preparation of annual alien plant control schedules

Objective:

The eradication of alien vegetation from the reserve.

Implementation:

To prepare and revise alien plant control schedules on a yearly basis incorporating the use of the most cost-effective integrated control methods possible as recommended by C.J. Martens of Cape Nature Conservation in his document on ROOIKRANS - CONTROL. Progress must be monitored annually and schedules updated according to the newest and most effective technology available.

ONTWERPHANDLEIDING

L'AGULHAS NATUURRESERVAAT

L

ONTWERPHANDLEIDING L'AGULHAS NATUURRESERVAAT

INHOUD

1. Inleiding
2. Ontwerpkriteria
3. Bou Elemente
4. Goedkeuring van bouplanne
5. Ontwikkelingsbeheer
6. Konstruksie

Aanhangsel A: Diagramme ter illustrering van die handleiding.

2.

1. INLEIDING

Dit is belangrik om te verseker dat hierdie ontwikkeling so 'n lac as moontlike impak sal hê op die natuurlike omgewing en die landelike karakter van die ontwikkeling sal komplimenteer. Dit is ook van belang dat die boustyl sodanig is dat die ontwikkeling 'n spesifieke karakter weerspieël.

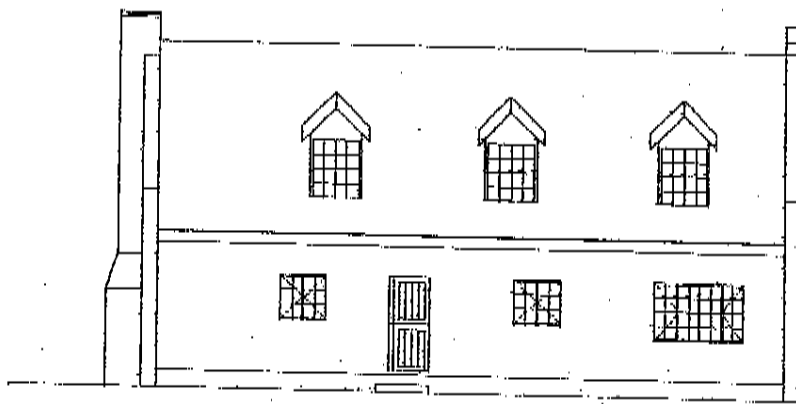
Die ontwerp-kriteria soos in hierdie handleiding vervat is bykomend tot die Nasionale Bouregulasies. Die Ontwikkelaar en Huiseienaarsvereniging behou die reg om die Ontwerphandleiding te wysig indien nodig, enige wysigings moet egter deur die Plaaslike Owerheid (Overberg Distrikraad) goedgekeur word.

Vir enige afwyking van hierdie riglyne of enige vraag wat mag ontstaan omdat dit nie in hierdie riglyne aangespreek word nie, sal oorgelaat word aan die diskresie van die Plaaslike Owerheid.

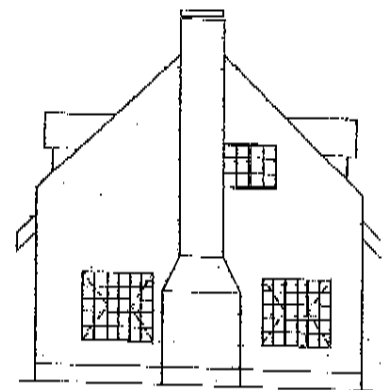
2. ONTWERPKRITERIA

Die argitektoniese karakter sal een wees van eenvoud, met gepleisterde mure of natuurlike sandsteenklip. Reguit lyne met staandak, gewel-ente met bofsweringsmure. Slegs geboue met maksimum hoogte van 6,50m gemeet vanaf vloerviak tot by die nok. Dakruimtes mag benut word.

Skets



Aansig



3.

3.	BOU ELEMENTE	<u>AANVAARBAAR</u>	<u>NIE AANVAARBAAR</u>
3.1	BUTTEMURE	a. Kleisteen of Sementsteen Gepleister + Geverf b. Natuurlike Sandsteenklip c. Kombinasie van a. en c.	a. Siersteen b. Klinkersteen c. Ongepleisterde Mure d. Hout of enige ander dekmateriaal e. Growwe pleister (Scalloped plaster)
3.2	KLEUR VAN BUTTEMURE	Wit of natuurlike klip ongeveer	Enige kleur ander dan wit
3.3	DAKKE	Staandakke oor hoofgebou tussen 35° + 45° helling. Platdakke oor buitegebou 6° - 8° met 3 kante bors- weringsmure. Stoepdakkies met hellings wat by die ontwerp van die gebou aanpas.	Platdakke oor Hoofgebou
3.4	DAKMATERIAAL	Big Six Asbes Kleinprofiel (Victorian Profile) Dakoorhang maks 300mm Asbesfassies geverf soos dak Geute PVC of Asbes wit geverf.	Enige ander beskikbare dakmateriaal ingesluit. Riet
3.5	KLEUR VAN DAKKE	Donkergroen of "Charcoal"	Alle ander kleure
3.6	GEWELS	Eenvoudige reguit lyne	Gewels met kurwes
3.7	GRENSMURE	Geen grensmure mag gebou word nie.	

4.

	<u>AANVAARBAAR</u>	<u>NIE AANVAARBAAR</u>
3.8 SKERMMURE	a. Gepleisterde kleisteen of sementsteen met selfde afwerking as woonhuis. b. Natuurlike klip. Mure maksimum 2,0m hoog.	Vibicrete, asbes, hout, sink.
3.9 VENSTERS	Hout met natuurlike kleur of donkergroen of bruin. Brons Aluminium of donkergroen epoksie of PVC of Glasvesel ook donkergroen of bruin	Staal en enige ander kleur
3.10 DEURE	Hout met natuurlike kleur of donkergroen of bruin. Brons Aluminium of donkergroen epoksie of PVC of Glasvesel ook donkergroen of bruin	Staal en enige ander kleur
3.11 VLAKKE	Vloere moet so na as moontlik aan natuurlike grondvlak wees. Sien punt 5.1	Hoofgebou mag nie op pilare of kolomme alleen gebou word nie
3.12 HOOGTE VAN GEBOUE	Dubbel verdieping Dakvertrekke aanvaarbaar binne die maksimum hoogte van 6,50m	Meer as 2 verdiepings
3.13 KELDER VERDIEPING	Kelderruimte mag gebruik word en "cut and fill" is toelaatbaar solank daar aan punt 5.1 voldoen word.	Kelder wat se dakhoogte meer as 300mm bo die hoogste punt van die aangrensende natuurlike grondvlak aangrensend aan die gebou is.
3.14 OPRIT	Teer of gruis	Plaveiselstene

5.

4. GOEDKEURING VAN BOUPLANNE

- 4.1 Die finale goedkeuring van bouplanne berus by die betrokke Plaaslike Owerheid (Overberg Distrikraad). Alvorens planne by die Plaaslike Owerheid ingedien word moet dit eers deur die Huiseienaarsvereniging ge-evalueer en goedgekeur word.
- 4.2 Die Huiseienaarsvereniging behou die reg om die aansoeker te versoek om indien nodig wysigings aan sy/haar voorgestelde ontwerp of uitleg aan te bring ten einde gehoor te gee aan die karakter en boustyl van die ontwikkeling.

5. ONTWIKKELINGSBEHEER

- 5.1 Hoogte en Vlakke: Hoogte van geboue beteken die hoogte gemeet vanaf die vloervlak van die gebou tot die nok van die gebou en mag nie meer as 6.5m wees nie. Die gebou mag maksimum 2 verdiepings wees.

Dakruimtes mag benut word, maar indien die dramuur bo die boonste vloer verhoog word, sal die dakvertrek as 'n verdieping geag word.

Kelderverdieping mag ook benut word en moet die afgewerkte vloerhoogte minstens 2m onder, en die plafon hoogstens 1m bokant 'n hoogte halfpad tussen die hoogste en laagste natuurlike hoogtes van die grond wat onmiddelik aan die gebou grens, wees anders sal dit as 'n verdieping geag word.

- 5.2 Boulyne: Geen boulyne is van toepassing nie.
- 5.3 Plan uitleg: Gebou moet reghoekig wees of bestaan uit saamgevoegde reghoekige vorme. (Sien aanhangsel A)
- 5.4 Wasgoedlyne: Areas vir wasgoed moet afgeskerm word met skermure van maksimum 2,0m hoogte. (Sien punt 3.8)
- 5.5 Antennas: TV Antennas moet op 'n posisie so onopsigtelik as moontlik geïnstalleer word.
- 5.6 Diefwering: Indien benodig moet dit binnenshuis aangebring word.
- 5.7 Grensheinings: Nie toelaatbaar
- 5.8 Riolering: 'n Septiese tenk met sypelriool volgens die Plaaslike Owerheid se voorskrifte moet geïnstalleer word. Geen sypelriool mag nader as 3,0m aan enige fondasie wees nie, en mag met goedkeuring van die Huiseienaarsvereniging buite die erfrens geplaas word.

6.

- 5.9 Wateraansluiting: Wateraansluitings sal met 'n watermeter deur 'n geregistreerde loodgieter geïnstalleer word vir die rekening van die eienaar.
- 5.10 Elektrisiteit: Elektriese aansluiting met 'n goedgekeurde meter sal deur 'n gekwalifiseerde elektrisiën geïnstalleer word vir die rekening van die eienaar.

6. KONSTRUKSIE

- 6.1 Tydens konstruksie moet gepoog word om die minimum versteuring van die omgewing te verseker.
- 6.2 Geen arbeiders mag op terrein oornag.

Hersien en goedgekeur op hierdie _____ dag van OKTOBER 2001.

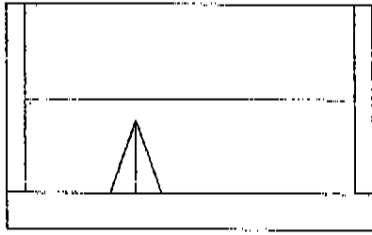
.....
PLAASLIKE OWERHEID
(Kaap Agulhas Munisipaliteit)

.....
ONTWIKKELAAR
(Lourens L. Agulhas)

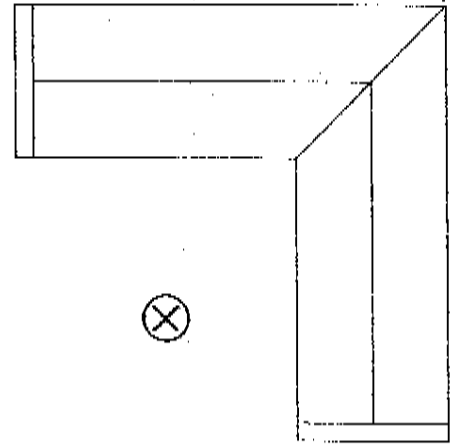
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Aanhangsel A

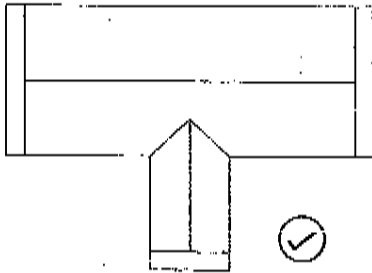
⊙ = Aanvaardbaar
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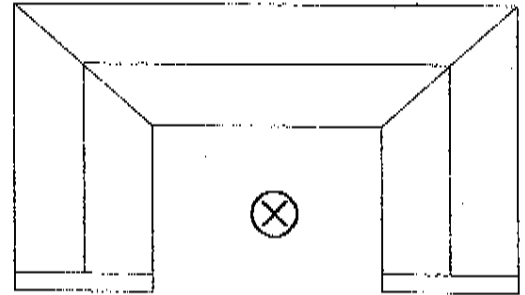
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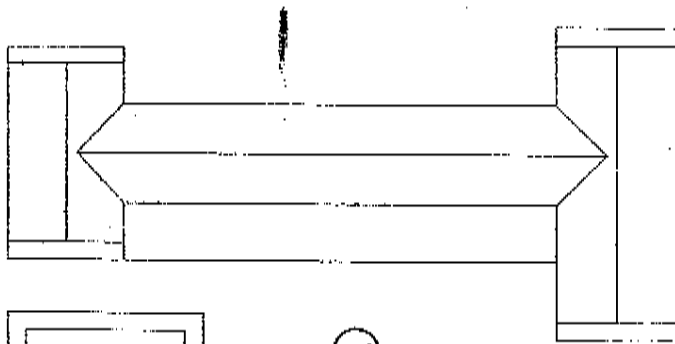
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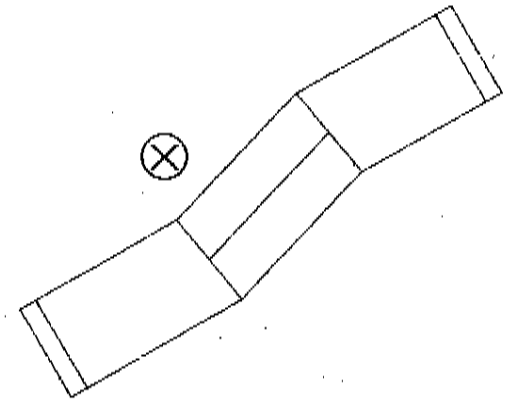
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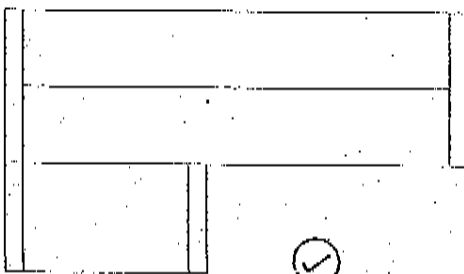
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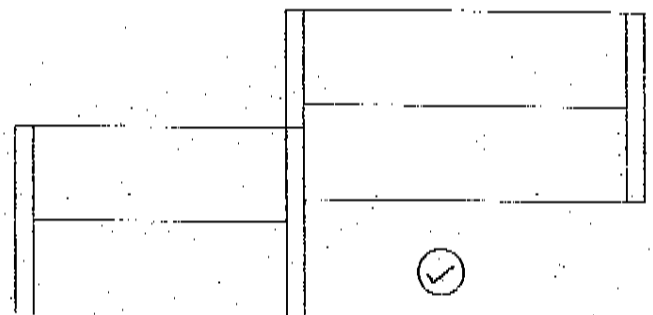
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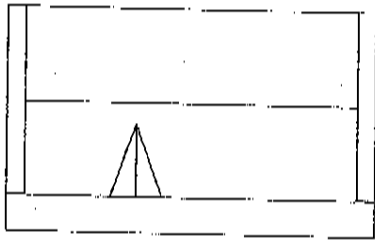


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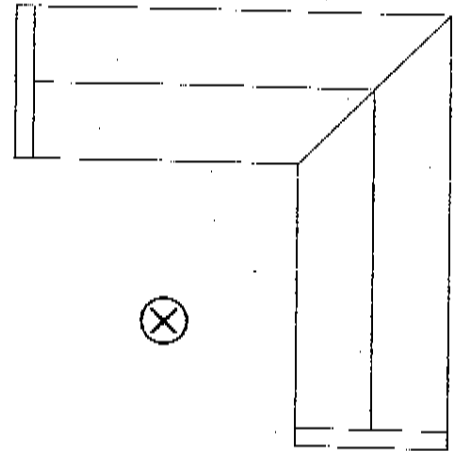
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Annexure A

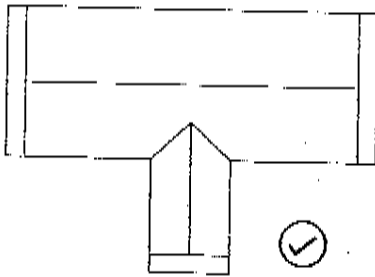
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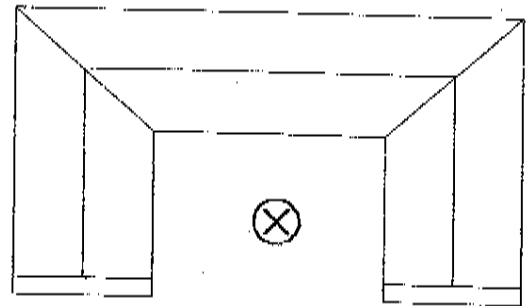
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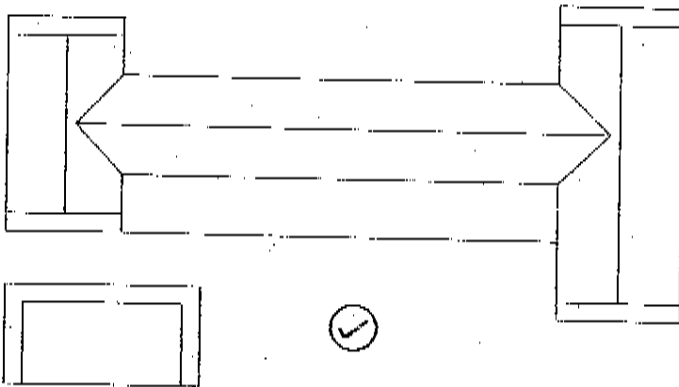
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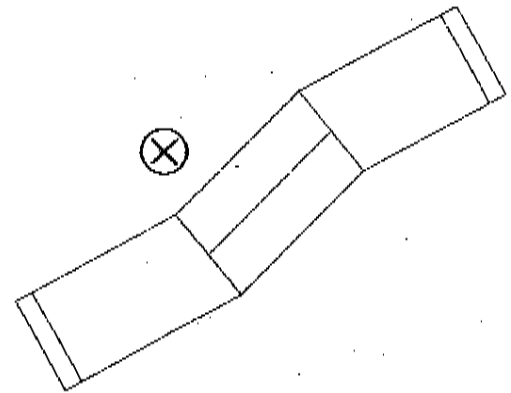
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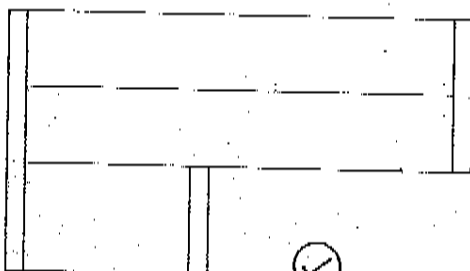
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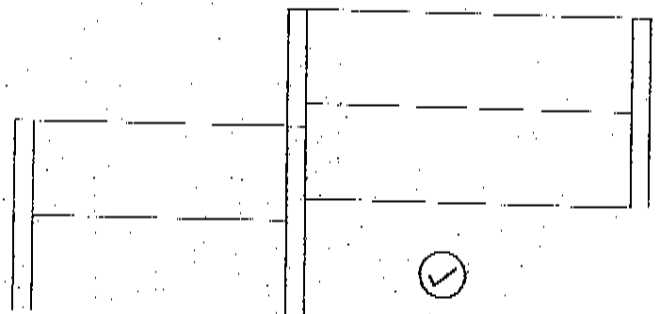
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