

LEASE AGREEMENT : LEAN-TO OR WOODEN HOUSE STANDS

PLOT NO.

MEMORANDUM OF AGREEMENT OF LEASE AND LEASING ENTERED INTO BY AND BETWEEN THE CITY OF CAPE TOWN (HELDERBERG ADMINISTRATION)

herein duly represented by

.....

in his capacity as

acting according to Council Resolution taken on

item at the Strand on the one hand (hereinafter referred to as the Council)

and (full name)

.....

of (full address and telephone number).....

.....

(hereinafter referred to as the Lessee) on the other hand.

WHEREAS THE LESSEE has made an application to the Council for the lease of a portion of land (hereinafter referred to as the Stand) that forms part of the Council's pleasure resort (hereinafter referred to as the Site) at **VOORTREKKER PARK** with the intention of using the said Stand on a semi-permanent basis;

AND WHEREAS THE COUNCIL has agreed to lease the said Stand to the Lessee.

NOW, THEREFORE it is hereby agreed as follows:

1. The following concepts and terms shall have the meaning as stated next to it for the purposes of the construction and interpretation of the lease agreement.

1.1 The Manager

Such person employed by the Council and who has been appointed to manage the resort, or his authorised representative.

1.2 The rules

Those directives contained in the annexure hereto, duly signed by the parties hereto by writing their initials at the foot of each page, which rules shall at all times govern the Lessee's occupation of the stand on the site.

1.3 Semi-permanent period

The occupation of the stand shall not exceed a continuous period of 35 days and the period between periods of use shall be at least 5 days. The period of absence of less than 5 days shall be continuous with the preceding period.

1.4 Erection date

The erection of improvements shall commence within 90 days from the date of the agreement and shall be completed within 180 days from the date of the agreement.

1.5 Improvements on the stand

Only improvements as set out in annexures 1 & 2 included herein.

1.6 The Lessee

Except for the normal meaning thereof, only one (1) natural person.

2. DURATION OF LEASE

2.1 The duration of lease and leasing shall be 6 (six) months, commencing on the first day of the agreement, which duration shall be renewable as set out in clause 3 of this agreement.

2.2 No pro rata leasing shall take place.

3. RENEWAL/CANCELLATION

Unless 3 (three) months written notice of the intention to cancel this agreement is given prior to the expiry of this agreement by any party to this agreement, it shall automatically be renewed for a further period of 6 (six) months on the same conditions and in the same manner this agreement shall from time to time automatically be renewed at the end of each renewal period for a period of 6 (six) months unless 3 (three) months prior notice is given of the intention to the contrary.

4. ENTRY FEE

The entry fee as determined by the Council from time to time is a one-time payment per stand, payable by the first and original Lessee of the stand when signing the agreement. This entry fee is not refundable by the Lessor with the termination of the agreement, regardless of whether the termination is done by the Lessor or the Sub-lessor.

5. RENTAL

5.1 The rentals per stand, including water and electricity consumption as well as refuse removal amounts to

(.....)
for the first duration of lease; provided that if the Lessee pays the rental for 6 consecutive lease durations in advance, such rental shall remain constant for a period of 3 (three) years.

- 5.2 If the lease agreement is not terminated accordingly to clause 3, the rental for the next duration of lease and each consecutive duration of lease shall be equal to the amount determined by the Council for the relevant duration of lease, which determination shall already be made known to the Lessee in writing by 31 July of the relevant year and which increased amount shall not rise by more than 10% per annum.
- 5.3 The rental shall be paid in advance by the Lessee in 2 instalments, the first instalment within 7 days of the agreement date and the second before or on the 7th day of the third month of the duration of lease.
- 5.4 No condonation, relaxation or extension which may expressly or tacitly be granted or permitted by the Council at any time with regard to the payment of rentals, shall prevent the Council to act in terms of the provisions of this agreement with regard to cancellation.
- 5.5 If the lease agreement is terminated by any party in terms of clause 3, the rentals paid in advance in accordance with the proviso in clause 5.1, shall be repaid to the Lessee only with regard to the full unexpired lease durations but not with regard to current lease durations.

6. IMPROVEMENTS ON THE STAND

The Lessee shall, before or on the erection date, namely

.....
 commence with the improvements on the stand and have them completed within a period of 3 (three) months of the erection date.

7. USE OF ENTRANCES, ROADS AND OTHER AMENITIES

The entrances, roads and other amenities on the site may not be blocked by the Lessee or any of his/her guests or persons acting under his/her control and shall be used by them with due allowance for the rights that the other occupants of the site may enjoy in this regard.

8. LESSEE SHALL NOT CAUSE A NUISANCE

During the validity period of this contract, the Lessee shall not do anything or fail to have anything done, which may cause a nuisance or be an annoyance to any other occupiers of the site. The Lessee also accepts this responsibility even if he/she is not personally present at or on the stand, with regard to all his/her occupiers and visitors.

9. RISK AND INSURANCE

The Lessee undertakes to comprehensively insure all improvements on the property and to keep them insured for the duration of this agreement.

10. COMPLIANCE WITH THE RULES AND AMENDMENT THEREOF

- 10.1 The Lessee hereby undertakes at all times to strictly comply with the rules contained in the annexure hereto and duly initialled by the parties hereto for the purposes thereof.

- 10.2 The Lessee furthermore undertakes at all times to abide by and comply with the rules and regulations of the resort.
- 10.3 The Lessee furthermore acknowledges that the Council shall be entitled to amend or supplement the rules at its own absolute discretion during the validity period of this agreement.

11. INDEMNITY

The Lessee hereby undertakes to indemnify the Council, its officials and employees and keep them indemnified against all actions, steps, claims and concurrent claims, costs, damages and expenditure attached to, brought or made against the Council, or that the Council may pay, suffer or incur as a result of any negligent deed on the part of the Lessee, his/her employees or persons acting under his/her control.

12. LEGAL REMEDIES WITH BREACH OF CONTRACT

If the Lessee fails to pay any rentals before or on the due date or fails to comply with any other provisions of this agreement, the Council has the right notwithstanding the provisions of clause 3 to terminate the lease agreement with 30 days written notice and to take repossession of the stand, without detracting from the Council's rights of claiming unpaid rental and any damage or other expenditure suffered by the above-mentioned as a result of such failure or breach of contract. The Council shall be entitled to remove the caravan and/or any improvements, following repossession of the stand at the cost of the Lessee.

13. SERVICE OF NOTICE : CHOICE OF DOMICILIUM CITANDI

The Lessee nominates

.....
 as his/her **domicilium citandi et executandi** for all matters or actions that may arise from or with regard to this lease agreement and any notice serviced in terms of this agreement shall be deemed to be duly services if it was posted to a party by registered mail at the address furnished herein and shall be deemed to have been received on the seventh day following the day on which it was posted.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 The lease agreement is not transferable except with the prior written consent of the Council, which consent shall not be withheld unreasonably.
- 14.2 On termination of the lease agreement the Council shall repossess the stand and the Lessee undertakes, unless otherwise agreed on, to remove all improvements on the stand within 14 days thereafter.

15. DISPOSAL OF IMPROVEMENTS

15.1 The Lessee shall not dispose of any improvements on the stand (including the caravan with lean-to or wooden house), without prior written approval of the Council.

SIGNED AT **ON THIS**

DAY OF **20**...

AS WITNESSES:

1.

2. **COUNCIL**

SIGNED AT **ON THIS**

DAY OF **20**...

AS WITNESSES:

1.

2. **LESSEE**

ADDENDUM

to the

Memorandum of Agreement

(Hereinafter referred to as the Main Agreement)

entered into by and between the then

HELDERBERG MUNICIPALITY

(the lessor)

AND

.....
(the lessee)

FOR THE LEASE OF A PORTION OF LAND KNOWN AS PREMISES NUMBER THAT FORMS PART OF THE CITY OF CAPE TOWN'S HOLIDAY RESORT AT VOORTREKKER PARK

WHEREAS the **HELDERBERG MUNICIPALITY** has subsequently been disestablished in terms of section (3)(1)(e) of the Provincial Gazette number 5577 of 4 September 2000, promulgated in terms of section 12 the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);

AND WHEREAS the lawful successor to the **HELDERBERG MUNICIPALITY** is the **CITY OF CAPE TOWN**;

AND WHEREAS the orders of delegations of the **CITY OF CAPE TOWN** duly authorizes the Director: Property Management to conclude this Addendum;

AND WHEREAS the parties hereto agree to amend the main agreement in the manner as set out hereunder;

The parties hereby accept and agree:

1. that a dwelling has been constructed on the site and confirm that the statutory building regulations contained in Annexure A Appendix 2 and Annexure B Appendix 3 shall further be applicable to the contents of this addendum as a minimum requirement;
2. that all the requirements of the main agreement regarding the improvement on the stands remain in force and that the rules and regulations shall be strictly adhered to, however it shall now take into account the following:
 - 2.1 the submission of complete and proper building plans or proposals for possible alterations and /or additions as required by the Lessor having regard to the size of the stand;
3. that all alterations and/or additions will be considered subject to:
 - 3.1 the submission of building plans which complies with requirements of the lessor especially in so far as that:
 - 3.1.1 a maximum coverage of 50% is allowed;
 - 3.1.2 no double storey dwellings are allowed;
 - 3.1.3 the size and space available on the premises;
 - 3.1.4 that the work shall only commence once the lessor has approved the building plans;
 - 3.1.5 that the aesthetic acceptability of the alteration and /or addition has been taken into account;
 - 3.1.6 that proper foundations be provided;
 - 3.1.7 that such addition and/or alteration has been either expressly and/or tacitly accepted in the past;
 - 3.1.8 that general building regulations, where applicable, be adhered to;
 - 3.1.9 that the 1 (one) meter building line be strictly adhered to accept in the instance where a deviation had previously been granted when the bathroom was constructed;

3.1.10 that enough space is available on the premises for parking in order to prevent any inconvenience to the lessor and the lessees;

3.1.11 that the underground services provided in Voortrekker Park shall not be disturbed by the provision of a carport and in the event that such carport is reasonably expected to detrimentally affect the adjacent owners, permission from such adjacent owners shall be required;

4. that this addendum shall only be of full force and effect once it has been signed by the last signing party hereto.

DATED AT _____ ON THIS THE _____ DAY OF _____ 2022.

AS WITNESSES:

1. _____

2. _____

DIRECTOR: PROPERTY MANAGEMENT
for: LESSOR

DATED AT _____ ON THIS THE _____ DAY OF _____ 2022

AS WITNESSES:

1. _____

2. _____

LESSEE

ADDENDUM TO THE MEMORANDUM OF AGREEMENT OF LEASE AND LEASING ENTERED INTO BY AND BETWEEN THE CITY OF CAPE TOWN - HELDERBERG ADMINISTRATION AND

(full names).....
(hereinafter referred to as the Lessee/ Owner)

FOR THE LEASE OF A PORTION OF LAND KNOWN AS PREMISES NUMBER THAT FORMS PART OF THE COUNCIL’S PLEASURE RESORT AT VOORTREKKER PARK

AND WHEREAS THE LESSEE has made an application to, in addition to the maximum floor area that is described in the existing lease agreement, add a bathroom with a maximum floor area of 6m5 subject to the following conditions:

1. That the permission will only be for the addition of a bathroom.
2. That all the conditions of the existing lease agreement must still be adhered to with specific reference to
 - on site parking where no deviation from the existing parking requirements will be allowed;
 - the 1m building line along all boundaries that will be relaxed to not less than 0,5m. Such relaxation will only be considered if merits for the relaxation can be proved by the applicant and if the application is accompanied by the written consent of the adjoining Lessees/Owners and the Home Owners Association;
 - the fact that building plans must be submitted and approved before any building work can be commenced with. All building plans must also first be considered and recommended by the management of the Home Owners Association. Deviations from the 6 m5 for aesthetical and practical purposes will be considered by the Director: Community Services with a written recommendation from the Home Owners Association and the adjoining Lessees/Owners;
 - the fact that the Director: Community Services reserves the right to not approve any application submitted in terms of this Addendum on the basis of previous illegal building work that was performed on the premises.
3. That only Lessees/Owners who have made their rightful contribution to the cost of installing the main internal sewer line will be permitted to add a bathroom.
4. That the normal sewerage tariffs as may be determined from time to time by the Council will be payable from the date of connection.
5. That the water supply of the units with bathrooms will be metered and all the costs in this regard will be for the cost of the Lessee/Owner.
6. That the Lessee/Owner must take cognisance of the limitations in the current agreement with regard to water and electricity supply as the reticulation was only designed to deliver a limited amount of water and electricity.

SIGNED AT ON THIS DAY OF 20...

AS WITNESSES:

1.
 2.
- COUNCIL**

SIGNED AT ON THIS DAY OF 20,,

AS WITNESSES:

1.
2. **LESSEE**

HELDERBERG ADMINISTRATION

VOORTREKKER PARK

ANNEXURE 1

CONDITIONS WITH REGARD TO SEMI-PERMANENT STANDS

1. ACCESS

- (a) Only the official Lessee, his/her family and his/her legal parents may enter the camping site without payment of the prescribed camping fees to a maximum of 8 persons.
- (b) Only 2 free access discs on which the registration numbers of the relevant vehicles are indicated, shall be issued to the Lessee and shall have to be exchanged if the vehicle is sold or disposed of. Access discs are not transferable to other vehicles.

2. IMPROVEMENTS ON THE STAND

As set out in the specifications in Annexure 2.

3. VEHICLES AND ROADS

- (1) No motor cycles are permitted in the Park.
- (2) Only 2 vehicles per stand are permitted and have to be parked on the stand. If this arrangement is not possible, a parking place must be pointed out in consultation with the Manager.
- (3) Strict action will be taken against owners/drivers of unauthorised and unroadworthy vehicles as well as unlicensed and reckless drivers.
- (4) All the rules that apply to a public road shall also apply in the Park.

Please note :

Any official of the City Council or Law Enforcement Officer appointed by the Council has the right to request any driver of a motor vehicle in the Park to show proof of his driver's licence.

- (5) A speed limit of 10 k.p.h. shall be maintained in the Park.
- (6) Pedestrians shall enjoy preference at all times when using the roads in the Park.
- (7) The use of bicycles and other toys/transport may be restricted by the Manager during seasonal periods.

4. REFUSE AND LITTER

- (1) The Lessee shall supply a plastic refuse bin and black bags.
- (2) Refuse must be dumped into this bin.
- (3) Refuse removal is undertaken by the Lessor by means of black bags.
- (4) Branches, leaves and grass cuttings must be put out in such a way that they can be removed by the workers of the Park. Leaves and grass cuttings must be placed in plastic bags.
- (5) No waste may be buried.

5. NEATNESS

- (1) Caravans or huts and all improvements must be kept neat and tidy at all times. Grass must be cut on a regular basis.
- (2) No rubbish such as bricks, planks, tins, etc. may be left on the stand.

5. ABLUTION BLOCKS

- (1) The ablution facilities must be kept clean and tidy after use. Please leave it as you would like to find it.
- (2) Please report any defects to the Manager as soon as possible.
- (3) Washing may only be washed in the wash-house area. The washing lines at the ablution blocks should preferably be used. Hanging out of any washing on the stands should be unobtrusive.

6. TREES AND VEGETATION

- (1) No trees or vegetation may be removed or pruned in the Park without the permission of the Manager.
- (2) Lessees may plant other trees, shrubs and grass in consultation with the Manager.

8. ANIMALS

No animals are permitted in the Park.

7. WATER

- (1) A pillar tap is provided on the stand by the Lessor and permanent connections are permitted according to normal requirements.
- (2) Water must be used sparingly at all times. Cars may not be washed with garden hoses. Garden sprinklers may not be used without direct supervision.
- (3) Water connections must comply with normal standards in consultation with the Manager.

10. GENERAL

- (1) Free access to the stand shall at all times be available to Council officials.
- (2) No behaviour that will adversely affect the normal comfort, convenience, peace or quiet of the public will be tolerated and serious offences will be referred to the South African Police Services.
- (3) All facilities are used at own risk. The Lessor accepts no responsibility for any loss or damage and Lessees are advised to take out sufficient insurance cover for all eventualities.
- (4) Subleasing may only take place if the stand has been developed and is not applicable to vacant stands. Subleasing is subject to a written application on the prescribed form obtainable from the Park Office. The Lessee remains responsible for the conduct/behaviour of the sub-lessee in all events. The Lessee shall ensure that the sub-lessee has acquainted himself with the rules of the Park. The sub-lessee is responsible for the payment of the normal entry fees.

11. SEWERAGE

No sewerage is provided. Lessees will have to dispose of their waste water in a clean and hygienic manner. Dish-water etc. will have to be caught in containers and dumped at the ablution blocks. Lessees are therefore advised to make full use of these ablution blocks. Any instructions by the Manager in this regard have to be complied with.

8. FIRE EXTINGUISHER

At least one 4,5 kg dry powder or CO₂ fire extinguisher must be put up in an accessible and conspicuous place.

13. ELECTRICITY

Only normal electrical caravan coupling sockets (15 amp) are provided and no permanent coupling is permissible. Wiring of improvements has to comply with the normal requirements.

HELDERBERG ADMINISTRATION

VOORTREKKER PARK

ANNEXURE 2

SPECIFICATIONS : LEAN-TO AND WOODEN HOUSE (Lean-to is erected next to a caravan) (Wooden house is free standing)

1. GENERAL

- 1.1_ Only treated wood may be used.
- 1.2_ Only approved constructions will be acceptable and any deviation therefrom will lead to the forfeiture of the relevant semi-permanent premises.
- 1.3_ Window sizes must be at least 10% of the floor (surface) area and windows must be made of wood aluminium or PVC frames.
- 1.4_ An acceptable site and floor plan of envisaged constructions must be submitted for approval before the building work is commenced with. The normal building plan fees are payable. No building work may be started before the plan has been approved.
- 1.5_ Only one lean-to per caravan, or a single wooden house is permitted per stand.
- 1.6_ The erection of prefabricated houses that comply with all the attached requirements and specifications will also be permitted.
- 1.7_ The maximum length of any caravan that is permitted on any stand, will be 10 m (excluding draught pole).
- 1.8_ For the purposes hereof, a caravan is defined as a vehicle permanently furnished for the use by persons for living and sleeping purposes and intended to be towed back and forth.

2. OUTSIDE COVER (Covering of walls)

Minimum 12 mm thick wood with standard joints (e.g. tongue and groove) of 12 mm U PVC with wood finish appearance or fibre cement with wooden appearance in a wood colour finish.

3. ROOF HEIGHT

The roof height is determined as follows : The side view panel height must be 2,3 m and the roof slant must be 10°.

4. SHELTER (VERANDA)

- 4.1 The roof may be extended towards the front in order to create a veranda roof and must be continuous with the total roof length to a maximum width of 2 m. It must be properly supported at the corners.

4.2 The roof may also be extended towards the back but only with regard to a lean-to so that it extends over the caravan to a width of 10 m wider than the caravan and be properly supported on the corners.

5. ROOF AND SIDE FRAMEWORK CONSTRUCTION

5.1 Rafters: Are determined by the span: 38 x 152 mm for a span of 3 m against 1 m wood lengths 50 x 152 mm laminated wood for a span of 4 m against 1 m wood lengths

5.2 Side frames: Sizes 50 x 76 against 400 centres or 114 x 38 against 600 centres

5.3 Roof cover: Only galvanised zinc or Victorian asbestos plates, painted green

5.4 Fascia: 150 x 20 wood or 150 x 12 fibre cement

5.5 Barge-board: All houses must be provided with barge-board on the gable end

6. FOUNDATION

400 - 600 mm depending on the type of ground

7. FRONT VIEW

The front view must also be the gable view.

8. INTERIOR LAYOUT

According to the choice of the Lessee. Must be indicated on plan when application is submitted.

9. SERVICES

Electricity : Normal electrical caravan coupling sockets (15 amp) are provided. No permanent coupling is permitted. Interior wiring in house must comply with the normal requirements.

10. FENCING

Only permanent front walls of face brick are allowed with the submission of a plan together with the application, or with the application later, with a height between 1 m and 1,5 m with due consideration for underground and other services. Other types of fencing (front, sides and back) of other material will only be permitted in consultation with the Lessor and neighbouring Lessees.

11. PAVING

Stone or cement tiles are permitted with the submission of a plan with the application, or later with the application, with due consideration for underground services.

12. BRAAI

A permanent braai is permitted with the submission of a plan together with the application or later with the application with due consideration for underground services and the maximum surface areas and height.

13. STORAGE BOX - ONLY WITH THE LEAN-TO

A storage box of the same material as stipulated in 5 above, is permitted over the draught pole of the caravan, the height of which may be a maximum of 1,5 m and the length may not exceed the width of the caravan and the width must cover the draught pole. Ventilation must be provided if gas bottles and/or gas equipment is stored.

14. SURFACE AREAS WITH REGARD TO THE LEAN-TO

The maximum length must be 6 m and exceed the maximum length by no more than 300 mm on both sides of the caravan (draught pole included), to a maximum of 1 m from the boundary of the stand on both sides. The lean-to may not exceed a width of 3 m from the side of the caravan.

15. SURFACE AREA OF WOODEN HOUSES

The maximum floor surface area is 36 m².

16. A wooden house must be fitted with 2 outside doors.

HELDERBERG ADMINISTRATION

VOORTREKKER PARK

ANNEXURE 3

MINIMUM SPECIFICATION FOR THE ERECTION OF WOODEN BUILDINGS AT VOORTREKKER PARK

The following specifications were obtained from S.A.B.S. 082 and have to be read together with this document.

1. FOUNDATIONS AND FOUNDATION WALLS

1.1_ The walls must be supported with a strip foundation with a width of 400 - 800 mm depending on the type of ground.

1.2_ Foundation walls of facebrick brickwork must be a minimum of 230 mm and be reinforced with 3 layers of brick reinforcement.

Foundation walls must be extended to a minimum of 300 mm, measured from the adjacent ground level. Foundations must have a minimum ground cover of 200 mm.

1.3 Concrete strength must be 15 MPA minimum of 28 days.

2. CONCRETE FLOORS

Only concrete floors will be permitted. The thickness of the floors must be a minimum of 100 mm on 250 Microns. There must be a damp-proofing membrane on well compacted filling. All floors must carry intermediate foundation walls.

2.1 Concrete strength 15 MPA minimum after 29 days.

3. INSECT AND FUNGUS CONTROL

3.1 Treated wood must comply with the applicable requirements of SABS 1288. All wood must be protected against attacks by fungi, termites, wood borers and dry rot.

4. WALL PANELS

4.1 Foot plates/bottom plates must have a minimum thickness of 50 mm and a width of 75 mm. These frame parts must be anchored to the foundation with 8 mm \varnothing galvanised fixed bolts or anchor bands of 32 mm x 1.6 mm, 600 mm deep against 600 mm centre lengths.

4.2 A damp-proofing layer of minimum 250 microns must be placed between the bottom plate and the foundation walls. Where bolts or anchor bands go through the damp-proofing layer, such areas have to be sealed with non-hardening mastic.

5. WALL FRAMEWORK

- 5.1 All nails and screws used in the erection process must be galvanised or a non-oxidising material. The nail schedule for wooden frame structures is as follows: See Annexure
- 5.2 Partition studs must be affixed right-angled on the direction of the wall. The size of the partition stud is determined by the size of the bottom plate. Since these houses are all provided with light roofs, the partition studs must also be affixed to the bottom and top plate with metal compaction plates. The maximum centre distance of partition studs is 600 mm.
- Door and window openings have to be fitted with double partition studs.
- 5.3 Measurements for partition studs for inside walls may not be less than 75 mm x 38 mm. Fitting of the inside walls must be done at 600 mm centre distances with expanding bolts with 6 mm and they must penetrate the concrete floor at least 600 mm.
- 5.4 For wall joints at outside corners and interior wall joints, multi partition-stud types can be provided to ensure good joining between wall joints.

6. FIRE PROOFING

The structure must be erected 1 metre from the boundary of the erf.

Each house or lean-to must be equipped with a 4,5 kg dry chemical fire extinguisher.

- 6.1 The roof construction of roofs must correspond to the normal standard that is applicable to the relevant roof cover that is being used. The main support structures that are used in the truss construction will be strusses, or in the event of rafters, laminated wood.

Trusses must be properly anchored to the partition studs.

Spacing of the trusses for lighter roofs should not exceed 1 200 mm.

Truss slat size 50 mm x 50 mm centre lengths depending on the type of roof material.

7. MAINTENANCE

As is the case with all building constructions, the life span and effectiveness of the component material and preservation treatments depends on the quality of the material that was initially used, the suitability thereof for the relevant climate and the purpose for which it is used. It is therefore not possible to prescribe a certain period of time whereafter no maintenance work on a wooden building will be necessary.

The maintenance and surface treatment of the outer covering material, exposed wood, beams, frames and other components, requires periodic attention and exposed surfaces should be cleaned or treated as soon as weathering is noticed.

8. GENERAL

This specification forms part of the building application and must be signed by the applicant and submitted with his application for the erection of a building.

I,
hereby undertake to erect the structure in accordance with the specifications and conditions of approval.

SIGNATURE OF APPLICANT:

DATE:

WALL FRAMEWORK

General : Recommendations with regard to the use of wire nails for fixing construction wood are given in Table 5. The lengths for diagonal studding with nails given in the Table are based on the assumption that the nail forms an angle of 30° with the front face of the first piece of wood through which it has penetrated.

Table 5 - Nail schedule for wooden frame structures : Ordinary round wire nails (See SABS 620)

Position	Method	Required Number	Minimum lengths (mm)
Cross-beam at foot plate or beam	Diagonal	2	75
Cross-beam at partition stud	From the front	2	75
Supporting of cross-beams	From the front	2	90
Truss beam	From the front	2 at each cross-beam	90
Bottom floor, maximum 25 mm thick	From the front	1 at each cross-beam	63
Bottom floor, thicker than 25 mm	From the front	In planks to 150 mm wide, 1 in planks wider than 150 mm, 1 at centre distances of 150 mm at the side of the planks and at centre distances of 300 mm at other places. The length should be 2 2 times the thickness of the plate, with a minimum of 63 mm	75 75
Bottom plate on partition studs	From the front	2	90
Bottom plate on foot plate	Slanting	At centre distances of 450 mm	90
Cross-beams on bottom plate or foot plate	Slanting	2	75
Top plate on partition studs	From the front	2	90
Double partition studs	From the front	At centre distances of 600 mm	75
Fire-proofing and style reinforcement on partition studs	From the front	2	75

Position	Method	Required Number	Minimum lengths (mm)
Wall plate on top plate	Slanting	At centre distances of 450 mm	90
Top plate (lap joints and connections)	From the front	2	75
Bracing at each partition stud, plate and head-beam	From the front	2	63
Lintel (two-piece construction) on filler blocks	From the front	2	63
Lintel (two-piece construction) on partition studs	Diagonal	2	75
Constructed corner-posts	From the front	Staggered at centre distances of 750 mm	75
Constructed cross-beams and beams, next to edging	From the front	Staggered at centre distances of 750 mm	75
Ceiling cross-beams at top plate	Diagonal	2	75
Lap joints of ceiling cross-beams over partitions	From the front	3	75
Carrying strips on cross-beams and beams	From the front	Group of 2 below each cross-beam	75
Support rail on partition studs	From the front	2	75

SABS 082-1988

(Diagram)

Partition wall
Partition stud
Top plate
Wall plate nailed to top plate

Drawing 11200/A

Double partition studs for partition wall joint

Window opening (see fig. 25 and 26)
Double partition studs
Bottom plate

Fig. 13 - Platform construction

SABS 082-1988

(Diagram)

Wall plate
Top plate
Metal grip anchor
Lintel size depends on span (See 4.9.5)
Partition stud

Drawing 11208/A

Bottom plate
Window-sill railing

Fig. 26 - Framework surrounding the opening in the outer wall, with lintel that rests on metal framework anchors.

ANNEXURE 4
CITY OF CAPE TOWN
VOORTREKKER PARK

Annexure 4: This “Annexure 4” replaces all restrictions laid down in the original lease agreement, as well as annexure 1-3 insofar as it relates to the placement, erection and building construction methods of buildings and orderly development of building plots (erven) as coincided in Section B.

Section A:

For purposes of the application of the provisions of this Schedule 4 (Section B) and the National Building Regulations and Building Standards Act, Act 103 of 1977 as referred to in 1.1 below, the principal tenant shall be deemed to be the “owner” of the relevant premises to be, and the Cape Town City Council (landlord) to be the “Local Government”.

An owner, as referred to above, who contravenes any provision of Section B of these specifications and Act 103 of 1977, or fails to comply with a notice served on him/her, exposes him/her to prosecution, according to the law provisions of Act 103 of 1977.

Section B:

MINIMUM SPECIFICATIONS FOR THE CONSTRUCTION OF BUILDINGS (HOUSES IN VOORTREKKER PARK)

1 CONSTRUCTION METHODS

- 1.1 All buildings on the premises shall be subject to the provisions of the National Building Regulations and Building Standards Act, Act 103 of 1977 and more specifically in terms of the provisions of SABS codes 0400 and 082 and other applicable SABS codes.
- 1.2 All construction of buildings must be of good quality.
- 1.3 The predominant appearance of buildings must be of wood, wood imitations and/or ornamental stone.
- 1.4 The roofing of buildings is limited to corrugated metal sheets and/or fiber cement boards (Victorian profile) and must have a green appearance.

2 BUILDING LINES, HEIGHT, COVER, PARKING

2.1 BUILDING LINES:

- 2.1.1 No building shall be located closer than 1 m from any erf boundary, provided that a bathroom with a maximum floor area of 6 m² and a carport 500 mm from such boundary may be erected.
- 2.1.2 A window may not be closer than 1 m from any erf boundary.

2.1.3 The roof overhang, measured up to the roof fascia, must not be closer than 300 mm in the case of a bathroom and carport referred to in 2.1.1 above and be 600 mm for other buildings on any erf boundary.

2.1.4 A detached wendy house, 5 m² and smaller, may be placed over the building line with the permission of the adjoining owner and the Home Owners' Association. However, the wendy house should not form part of the main building and may only be used for storage purposes.

2.2 **HEIGHT:**

2.2.1 Only single-storey buildings are permitted provided that roof rooms (attics) are permitted in the roof construction.

2.2.2 Access to so-called roof rooms (attics) must only be provided from the inside of the main building.

2.2.3 No balconies and/or raised decks are allowed.

2.2.4 The maximum floor height is limited to 2,6 m, measured vertically from floor level to wall plate height with a maximum roof slope of 45 degrees. Skylights and/or vaulted windows may be installed for a roof room (attic).

2.3 **COVERAGE:**

The maximum decking of all buildings must not exceed 70% of the area of the erf.

2.4 **PARKING:**

2.4.1 At least one parking space must be provided on the premises.

2.4.2 The minimum dimensions of the parking space must be 2,5 x 5 m.

2.4.3 Such a car park may be permanently covered with a roof (carport) subject to the restrictions of the building lines and prior approval.

2.4.4 Parking spaces must be indicated on all building plans in dotted lines.

2.4.5 A garage may be erected on the property. The building line concession rel. carports in 2.1.1. referred to above does not apply to the erection of garages.

3. **GENERAL**

- 3.1 The premises must only be used for residential purposes.
- 3.2 Building plans for the erection of buildings and/or additions to buildings must be submitted to the City Council for approval, in accordance with the provisions of Act 103 of 1977 as mentioned in 1.1 above.
- 3.3 Before submitting any building plans referred to in 3.1 above, the Home Owners' Association must recommend and endorse it properly. A stamp, authorised signature, name and telephone number should be on each copy, and must be original.
- 3.4 Boundary fences must be picket fences or ranch fencing, provided that the street fence must have a maximum height of 1 m above street level. Side and rear boundary fences may be erected to a height of 1,8 m, except where it exceeds the street building line, then it must comply with the height as for the street fence.