



Sable Hills Pty (Ltd)

## **HOMEOWNERS ASSOCIATION :** **ENVIRONMENTAL GUIDELINES .**

**Annexure – “C” .**

### **INTRODUCTION .**

The Environmental Guidelines form part of the contract document for all work to be undertaken at Sable Hills Waterfront Estate. The Environmental Guidelines are also a manual of practise for Landowners in order to minimise their overall impact. The Guidelines are primarily concerned with the protection and the prevention of damage, contamination, degradation and also the enhancement of the following features:

- Natural Vegetation Cover
- Wetlands
- Topography
- Fauna and Flora

These features combine to provide the natural character and beauty of Sable Hills Waterfront Estate and as such their interrelationship and dependency is a delicate one, which needs to be protected and whenever possible, enhanced.

The environmental guidelines are considered to be dynamic and as the Sable Hills development grows, there may be, from time to time, changes to these guidelines, in consultation with Landowners and specialists.

It is, therefore, the express desire of the Directors of Sable Hills Waterfront Homeowners Association, that this environment and its atmosphere of natural tranquillity and beauty be maintained throughout the various stages of development. To facilitate the environmental management and monitoring of the development, the site has been subdivided into two areas, and management guidelines drawn up to counteract the expected environmental impact in those areas.

**Section A** deals specifically with obligations on contractors to work within the management guidelines. Landowners must be fully conversant with these guidelines and lack of knowledge will not be accepted in mitigation.

**Section B** deals specifically with obligations for landowners to meet and be fully conversant with, in order to comply with these requirements. All contractors are deemed to be fully conversant with these requirements and lack of knowledge will not be acceptable in mitigation. That is, both contractors and Landowners must be fully conversant with the total document.

## **SECTION A : CONTRACTORS OBLIGATIONS .**

### **1. Contractor Construction Sites**

Wherever possible, all contractors' yards must be located in the stand - areas, which will be indicated and demarcated on site. These must be screened at all times in a suitable and aesthetically pleasing manner.

No contractor will be permitted to extend these stands - areas as indicated on the approved Site Development Plan.

#### **1.1 Materials Storage and Offices**

1.1.1 Contractors must take great care to avoid the introduction of any alien plant species to the Estate (Annexure "C-1")

1.1.2 The contractor must exercise special care with the storage, handling and transport of all materials which could adversely affect the environment, inter alia:

- Chemicals
- Cement
- Lime
- Oil
- Fuel

**NOTE :**

Location of these stores must take note of the prevailing winds, on site topography and water erosion problems

1.1.3 The location of offices, storage areas and associated facilities will only be permitted in the approved "footprint" - areas. Within these areas no trees, shrubs or grasses may be removed, disturbed or pruned without the full written permission of the HOA. Any breach of this will be treated most seriously and a fine of R10,000-00 per tree and R1,000-00 per shrub or per any other related offence will be imposed.

#### **1.2 Night Watchman**

No night watchman will be allowed,

### 1.3 Toilet Facilities

- 1.3.1 Contractors must make adequate provision for temporary chemical toilets situated for the use of their employees, until such time as a full water-borne system has been installed .  
( See para. 2.12 in Annexure “B” ). Such chemical toilets will be serviced on a weekly basis.
- 1.3.2 Under no circumstances will the use of ‘long drops’ be permitted
- 1.3.3 All necessary precautions to prevent pollution, contamination or nuisance to adjoining areas must be taken at all times
- 1.3.4 The contractor must take specific notice of the steepness and soil characteristics of the site and must familiarise himself with the potential problems of erosion, when locating toilet facilities. Such toilet facilities must be adequately screened and kept in a clean and hygienic state at all times.

## 2. **Areas Adjacent to Roodeplaat Dam and Wetlands**

The Sable Hills Waterfront Estate development is focused around Roodeplaat Dam and Wetlands, which are noted for their water quality. This forms an integral part of the Sable Hills eco-system and its preservation is critical. In particular, the role played by aquaphytic vegetation both surrounding and in the dam must be recognised together with their water filtration properties.

The following points are stressed:

- 2.1 Contractors must make provision in a responsible manner to prevent direct or indirect contamination and or discolouration of the water. Adequate precautions to prevent run-off water, spillage etc. from reaching the dam must be included on site. In turn, these precautions may not cause scouring or erosion to occur
- 2.2 All costs arising out of a failure to take adequate precautions or where such contamination / discolouration does occur will be to the contractors account and in addition, a fine of R10,000-00 per incident will be imposed.
- 2.3 Contractors must make themselves familiar with the location and flow paths of the various sources of water flowing into the dams. That is, both perennial and non-perennial flows.
- 2.3 Contractors also must make themselves familiar with the topography of the site such that they are aware of those areas from which storm water run-off flows into the dam.

- 2.4 The contractor will be deemed to be fully conversant with the above and lack of knowledge will not be accepted in mitigation
- 2.5 The HOA's decision will be binding on whether the dam water is contaminated or discoloured
- 2.6 The contractor or any of his employees / staff may not draw water from the dam or the wetlands without prior written permission from the HOA
- 2.7 All construction work within 50 metres of Roodeplaat Dam and Wetland areas will be closely monitored by the HOA's representative on site. This supervision will not in any way, however, detract from the contractors liability under the contract
- 2.8 Contractors or their staff may not drain, alter or amend any existing surface water run-off source supplying the wetlands and Dam without prior written approval of the HOA
- 2.10 Contractors may not damage, remove or in any way harm the sensitive reed beds in the Estate

### 3. **Areas with Steep Gradient**

The transition of the gradient which defines the development area will be demarcated clearly on site by the HOA :

- 3.1 Contractors may not operate beyond these defined areas
- 3.2 All trees and shrubs which may be removed will be marked
- 3.3 Contractors must take care in carrying out excavations to ensure the natural topography is retained unless directed otherwise in writing
- 3.4 Potential wash-aways or erosion must be contained at all times

### 4. **Conservation Areas**

- 4.1 Contractors will not be permitted outside the stand areas unless so directed in writing
- 4.2 Any breach of this particular clause would deem to form grounds for termination of the contract

### 5. **General**

The following comments are those which are applicable to all areas of Sable Hills Waterfront Estate. Many of them may have been further emphasised where deemed necessary area by area:

- 5.1 The development of gardens at the individual contractors yards or offices will not be allowed
- 5.2 Contractors are asked to consider adjoining landowners and especially when adjoining sites have been developed (noise, pollution, working hours etc.)
- 5.3 Contractors will not be permitted to bring domestic pets or animals into the Estate at any time
- 5.4 Contractors must exercise care to avoid the spread of invasive or alien plant species at Sable Hills Waterfront Estate. (Annexure "C-1")
- 5.5 Signage on the site must comply with para. 2.18 of Annexure – "B"
- 5.6 Storage and removal of site refuse, litter and rubbish must be very carefully controlled through the whole development. Adhoc rubbish pits will not be permitted, all refuse must be removed from site as described in para. 2.20 of Annexure – "B"
- 5.6 Water may not be taken from the Roodeplaat Dam without written permission from the HOA or unless directed specifically to do so in terms of the contract
- 5.7 No new roads may be created on site unless directed by the HOA
- 5.9 All excavations required in terms of the contract work described must be properly and adequately protected to prevent water or wind erosion occurring
- 5.10 At the end of the contract, the contractor will be required to revert the site back to a similar condition in which it was handed to him. An inspection will be done by a representative of the HOA on completion of the contract.
- 5.11 Hygiene and, in particular, the control of fires and litter must be adequately monitored and managed on a daily basis.
- 5.12 No natural flora or fauna may be 'harvested' including dead wood for the use of open fires
- 5.13 No open fires will be permitted and contractors must make adequate alternative arrangements for labourers wishing to cook food.
- 5.14 No fishing will be permitted in the dam by any contractor, sub-contractor, supplier or any of their employees

- 5.15 No hunting of any fauna will be permitted by any contractor, sub-contractor, supplier or any other employee.

## **SECTION B : LANDOWNER OBLIGATIONS .**

### **1. INTRODUCTION .**

- 1.1 Any landscaping undertaken by landowners shall complement and enhance the existing environment taking great care of indigenous, and specifically endemic, flora present.
- 1.2 Any landscape work undertaken shall be limited to the immediate confines of the footprint.
- 1.3 All landscape work shall adhere closely to the Water Wise principles as promoted by Rand Water (Annexure "C-4")

### **2. Site Development Plan . ( See Annexure – "C-5" )**

- 2.1 Each Landowner must submit a Site Development Plan (SDP) showing all natural assets (rock outcrops, tree clumps, water courses), and clearly indicate the position and extent of the building
- 2.2 This SDP must be submitted to the Architectural Committee for approval. No building work may commence prior to the approval of the SDP by the Architectural Committee
- 2.3 The stand area must be clearly marked on the SDP submitted to the Architectural Committee
- 2.4 All tree clumps and rock outcrops on the site must be protected by the landowner when placing the stand area
- 2.5 The position of the building may not disturb, damage, cause loss or removal of natural assets

### 3. **Plant Choices and Landscaping .**

- 3.1 The landscaping theme of the Sable Hills Waterfront Estate is to encourage the use of indigenous and specifically endemic trees, shrubs and grasses
- 3.2 Landowners must ensure that alien plants and declared noxious flora are removed and also not planted. (refer to Annexure "C-1")
- 3.3 Landowners must strive to protect and promote the integrity of the natural indigenous bushveld theme of the Estate.
- 3.4 Landowners may not use Kikuyu grass (*Pennisetum clandestinum*). This species is present on site but no further introduction will be allowed. Only indigenous grass types will be allowed.
- 3.5 No formal demarcation of individual plots will be permitted without the written approval of the HOA. Informal screening by planting clumps of indigenous trees and shrubs is encouraged. Hedgerows will not be allowed.
- 3.6 Residents are encouraged to maintain and protect all indigenous plant material existing on site
- 3.7 All landscape works should comply with SALI specifications (Refer to Annexure "C-3").

### 4. **Water Usage**

- 4.1 All planting and landscaping must be carried out according to Water Wise Guidelines as promoted by Rand Water. (Refer to Annexure "C-4" )
- 4.2 Any irrigation systems installed on site must be installed according to the Landscape Irrigation Association (LIA) Guidelines (Refer to Annexure "C-2")
- 4.3 All automatic irrigation systems shall be linked to a rain sensor.
- 4.4 The extent of the irrigation system shall be limited to the immediate confines of the stand. The natural veld areas shall not be irrigated.
- 4.5 The water supply to each irrigation system shall be metered (cost to Landowner). The landowner shall be encouraged to meter water usage specific to the landscape area. The principle is to sustain the landscape in its natural Bushveld eco-system.

5. **Environmental Management**

- 5.1 No rubble or refuse should be dumped or discarded in the Estate.
- 5.2 Refuse, garden refuse and refuse bags may not be placed in any areas except those demarcated by the HOA.
- 5.3 No refuse must be placed within these areas for a period longer than 12 hours
- 5.4 Removal of garden refuse will be the responsibility of the Landowner
- 5.5 No pets will be allowed in the Estate without the written approval of the HOA .
- 5.6 Flora may not be damaged or removed from any public area within the Estate.
- 5.7 No boreholes will be allowed on the property.
- 5.8 Fauna may not be hunted, trapped or snared in any way within the Estate.

6. **Contractor's Obligations**

- 6.1 The landowner must be aware of all Contractors' obligations and the Landowner will be held fully responsible by the HOA for any violation of these obligations by the Contractor.
- 6.2 The landowner is encouraged to make sure that each contractor receives a copy of the guidelines. The guidelines are binding on any sub-contractors, visitors, employees, and supplier representatives that the contractor may wish to bring into the Estate from time to time.

Signed at .....on the ..... day of ..... 200...

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Owner :

.....  
Contractor :