



*M*OUNT *V*ERDE

ESTATE FAQ





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## F.A.Q. THE FARMETTES

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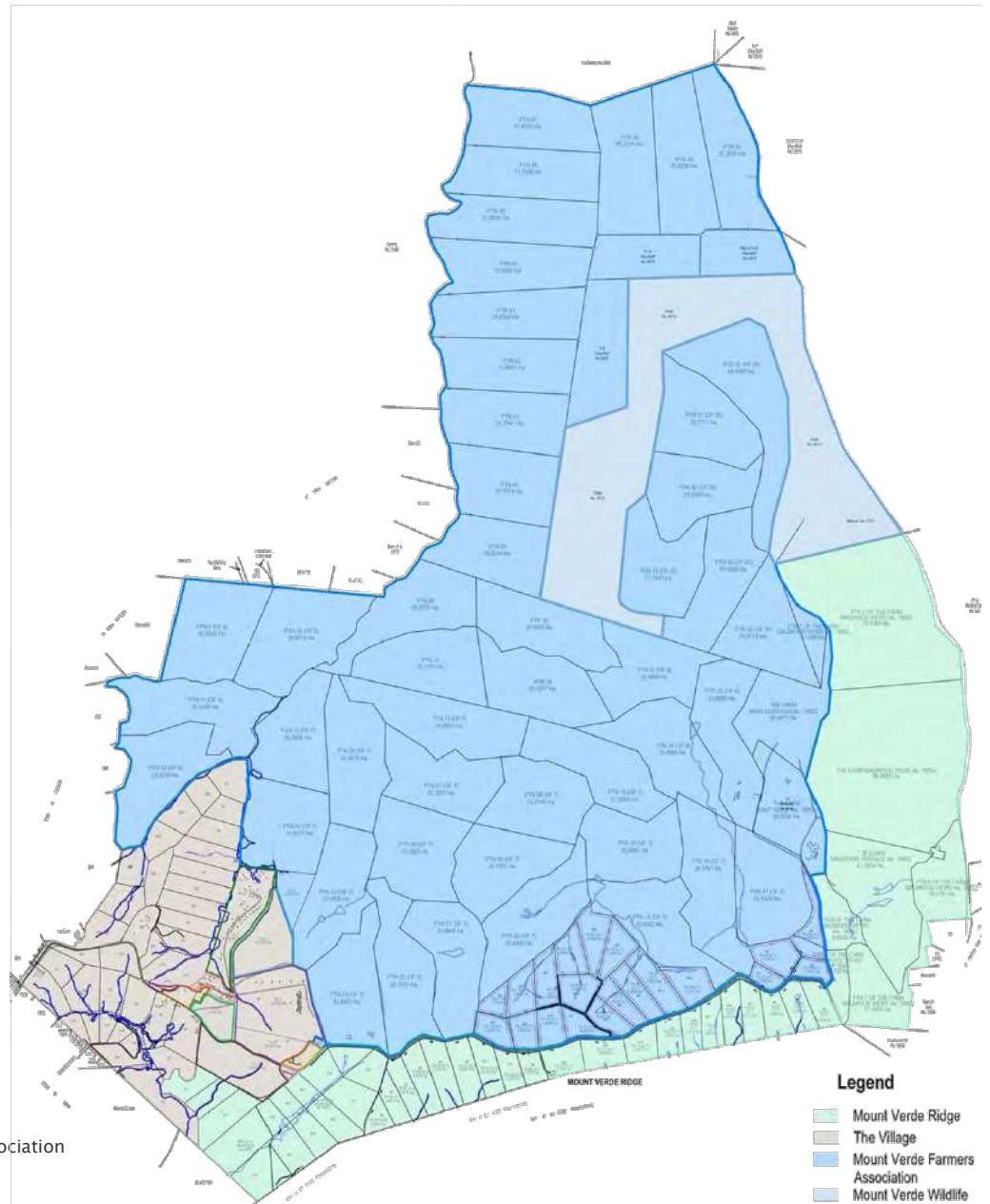
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- Mount Verde Farmers Association (MVFA) - 1800ha
- Mount Verde Ridge 454ha
- Mount Verde Village 247ha

- Legend**
- Mount Verde Ridge
  - The Village
  - Mount Verde Farmers Association
  - Mount Verde Wildlife

## MVE Acronyms & Definitions

### 0\_1 Acronyms

ARC	Association of Residential Communities
CSOS	Community Schemes Ombud Services
DWS	Department of Water and Sanitation
EA	Environmental Authorisation
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
GC	GROWERS.COLLECTIVE
HA	Hectare. 1ha = 10 000sqm
HDLA	Howick and Districts Land Owner's Association
KZN EDTEA	Kwa Zulu Natal Economic Development, Tourism and Environmental Affairs.
LRFPA	Lions River Fire Protection Association
MOI	Memorandum of Incorporation
MVC	Mount Verde COLLECTIVE
MVG	Mount Verde GROWERS
MVE	Mount Verde Estate
MVEAC	Mount Verde Estate Architectural Controls
MVEDRC	Mount Verde Estate Design Review Committee
MVECR	Mount Verde Estate Contractors Rule & Regulations
MVEDC	Mount Verde Estate Development Codes. Includes vision, architectural and landscape design development controls including statutory regulations and MVMA Estate /Contractor Rules & Regulations.
MVELC	Mount Verde Estate Landscape & Environmental Codes
MVERR	Mount Verde Estate Rules & Regulations (MVERR)
MVFA	Mount Verde Farmers Association
MVMA	Mount Verde Management Association
NEMA	National Environmental Management Act
NWA	National Water Act
ROD	Record of Decision
WARMS	Water use Authorization & Registration Management System

0\_2 Definitions

ADDITIONAL DWELLING	A self-contained residential building of limited size, which may be attached to, or detached from, the principal dwelling with no means of internal access to the principal residence. Must not be larger than the primary dwelling.
AGRICULTURAL ACTIVITIES	Agricultural uses and practices including and are limited as defined in the Land Use Rights in terms of the uMngeni Town Planning Scheme.
AGRICULTURAL BUILDINGS	Structures designed for farming and agricultural practices.
AGRIHOOD	An organised community that integrates agriculture into a residential neighbourhood.
	Where agriculture is a way of life.
	Comprised of up to 70% open space, 30% developed space.
AMORPHOUS	Free-form without regular clearly defined shape or form.
ASSOCIATION	Mount Verde Management Association (RF) NPC (MVMA)
AWNINGS	A lightweight secondary covering or self-supporting overhang attached to the exterior wall of a building, often located above a window, door and/or walkway to provide shade.
BALCONY	An unenclosed open area on the first floor is usually cantilevered from a façade or elevation to provide a private outdoor space.
BASEMENT	A portion of a building whereby the finished floor level of which is at least 2.0m below, or the ceiling of which is at most 1.0m above, a level halfway between the highest and lowest natural levels of the ground immediately contiguous to the building. Usage to be limited to a garage, storeroom, service/laundry and/or similar.
BOARD	Board of Directors of the Association
BUILDING	In addition to the meaning assigned thereto, any structure or erection whatsoever, irrespective of its nature and size.
BUILDING FOOTPRINT	The total extent of building works on the erf and includes the garage and over areas covered by a permanent roof structure.
BUILDING HEIGHT	The limit to the vertical extent of a building as measured in metres above the mean natural ground level. Also, the maximum number of storeys permitted as a multiple of 4.0m.
BUILDING LINE	A line delimiting the area measured from the boundary of a land unit, or from a setback, within which no building or other structure higher than 500mm, except a boundary or yard fence, wall and/or buttress wall may be erected.
CARBON FOOTPRINT	The amount of carbon dioxide released into the atmosphere as a result of the activities of a particular individual, organization, or community.
CHAIRMAN	Means the Chairman of the Board of Directors of the Association, nominated during the development period by the Developer.
CONTRACTOR	The building contractor appointed by the developer to undertake building works within Mount Verde Estate, and is deemed to include all agents and subcontractors of the contractor.
COMMON SPACES	Common areas within the Estate which areas shall include, inter alia, open spaces, certain areas of indigenous bush, certain road verges, private roads and public thoroughfares within the Estate



COMPONENT	Two specific portions of the Estate, namely Mount Verde Ridge and Mount Verde Village, shown in the Component Plan
COURTYARD	An unroofed area that is completely or partially enclosed by walls or buildings.
COVERAGE	Total area expressed as a percentage of a site which may be covered by buildings and measured from the outer face of external walls and covered roofs, provided that the area of an eave, roof overhang or similar projection of less than 1m shall not be included in the calculation of permissible coverage. MVEARC reserve the right to include pergolas in the coverage calculation where these structures are deemed to have the potential to be enclosed.
DESIGN REVIEW COMMITTEE	The committee as provided for in Article 20 in the MOI
DEVELOPER	Being Mount Verde (Pty) Ltd (Registration no 2006/011950/07), including its successors
DEVELOPMENT	Means the Greater Mount Verde development
DEVELOPMENT AREA	10% of the erf identified for the development or utilisation of non-agricultural purposes. Development areas are identified on the SITE RESTRICTION DIAGRAM
DEVELOPMENT CONTROLS	Mount Verde Estate Development Codes. Includes vision, architectural and landscape design development controls including statutory regulations.
DEVELOPMENT PERIOD	Is the period reckoned from the date of registration of the MOI until the date upon which the Developer gives notices to the Association of the termination of the development period.
DIRECTORS	The Directors of the Association.
ESTATE	Mount Verde Estate.
ESTATE RULES	Mount Verde Estate Rules & Regulations (MVERR), Mount Verde Estate Contractor Rules & Regulations (MVECR) and Mount Verde Development Controls (MVEDC)
FARMETTE	A farmette is a small residential farm.
FRONTAGE	The length of the building or plot of land, measured alongside the road/street/open space onto which the structure fronts.
GROWERS.COLLEWCTIVE	A private company established in terms of the Record of Decision and is responsible for all farming on Mount Verde Estate not undertaken by the respective Owners.
HAMLET	A small settlement, with a population which is usually under 100, in a rural area, or a component of a larger settlement.
HEDGE GROW	Fence or boundary formed by a dense row of shrubs or low trees. Hedgerows enclose or separate fields, protect the soil from wind erosion, and serve to keep cattle and other livestock enclosed.
JOINT INFRASTRUCTURE COMMITTEE	It is the M.V. shared Infrastructure Association NPC, a non profit company of which, inter alia, the Association Mount Verde Farmers Association and the Developer, will be members
LANDSCAPING	Includes softscaping and hardscaping as stipulated in the Development Controls.



LOFT	A room or space directly under the roof and is considered a storey if the side walls extend above the floor.
MANAGER	Person, corporation or association appointed by the Association, from time to time, to undertake the management of the Estate
MASTER PLAN	A master plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. Master planning is about making the connection between buildings, social settings, and their surrounding environments.
MASTER PLANNING	Master planning is about making the connection between buildings, social settings, and their surrounding environments.
MEZZANINE	A low storey between two others in a building, typically between the ground and first floors.
MEMBER	Owner
MEMBERSHIP	Any person reflected in the records of the Deeds Office concerned as the registered owner of any property in the Estate shall be deemed to be a member of the association.
MEMORANDUM OF INCORPORATION	Mount Verde Management Association (RF) NPC, in terms of Article 8.5 of the Association's memorandum of incorporation
MIXED USE	Mixed-use is a zoning type that blends residential, commercial, cultural, or entertainment uses into one space, where those functions are to some degree physically and functionally integrated, and that provides pedestrian connections.
MOUNT VERDE COLLECTIVE	Mount Verde COLLECTIVE provides retail platforms within the COLLECTIVE space to take product to market thereby supporting sustainable farming.
MOUNT VERDE GROWERS	Mount Verde GROWERS provide a wide range of professional agricultural services to landowners in Mount Verde assisting farmers to keep within standards of good farming practices.
MOUNT VERDE MANAGEMENT ASSOCIATION	Home Owners Association for Mount Verde Estate
MOUNT VERDE MANAGEMENT SERVICES	Management Company contracted for the management for the Mount Verde Management Association Estate
MOUNT VERDE RIDGE	Consisting of farms and farmettes as shown in the Component Plan
MOUNT VERDE VILLAGE	As shown in the Component Plan
MUNICIPALITY	uMngeni Local Municipality and Umshwati
NON-AGRICULTURAL USE	10% Area for residential development located substantially within the development footprint as indicated in the LAYOUT PLAN.
OFFICE	Registered office of the Association
OMNIBUS SERVITUDE	Services servitude, services necessary for the use and enjoyment of all of the homes on the parent property are provided on a communal basis.
OPEN SPACES	Open or green spaces and conservation areas.



OWNER	Any owner of Immovable Property or an undivided share in Immovable Property
PROPORTION	Proper and harmonious relationship of one part to another or the whole.
RECORD OF DECISION	A Record of Decision as contemplated in NEMA, being the written decision handed down by an environmental authority, following an environmental impact assessment procedure. This reference :Record of Decision: Subdivision of Ptns 1,2,3, and 5 of the farm Mount Verde No 18081 16October 2020
RESIDENT	A Member or Residential Tenant
RETAINING WALLS	Rigid wall supporting soil laterally so that it can be retained at different levels on the two sides, designed to restrain soil to a slope that it would not naturally keep to.
SCALE	The relative size or extent of something. the size of something compared to a reference standard or the size of something else (like a human being).
SCHEME	uMngeni and uMshwati Town Planning within the uMgungundlovu District in the Province of KwaZulu-Natal.
SERVICES	Water, sewerage, refuse removal, electricity, telecommunications, security, maintenance of common property and such other utilities or services as may be provided by the Association or any other supplier of services to the Estate
SIMPLICITY	Simple buildings are neat and functional, using minimalistic elements which are showcased in their honest form. nothing extraneous, no add-ons, no decorations.
SITE RESTRICTION DIAGRAM	This site specific plan indicates the following: Cadastral information, contours, all servitudes, access point to the site, environmental buffers, location and connectionpoints of electrical and water services, presribed sewer location and development footprint
SITE	The owner/Developers property on which construction will take place.
SPECIALISED STRUCTURES	Greenhouse, grow tunnels, composting systems etc.
SUSTAINABLE DEVELOPMENT	Is a state where the demands placed upon the environment by people and commerce can be met without reducing the capacity of the environment to provide for future generations.
TRUTH TO MATERIALS	Materials should be used where it is most appropriate and its nature should not be hidden.
VILLAGE SQUARE	The proposed heart of Mount Verde Village Square, proposed design to have an active atmosphere, both day and night. Includes the Barn & Yard, Market Square, a Chapel, some residential, ampitheatre and outdoor theatre. Shall provide walkable connections to farmland, retail, hospitality and residential hamlets.
VILLAGE	A group of houses and associated buildings.
	Larger than a hamlet and smaller than a town.
	Where people live, normally in the countryside. Settlements of people clustered around a central point, most often a church, marketplace, or public space.
	The dwellings in a village are clustered fairly close to one another, not scattered broadly over the landscape. Between 500 to 2500 inhabitants.



## 1. ACTIVITIES & FACILITIES

The development of the various activities and facilities will be constructed on an ongoing & phased basis, and new areas will be introduced as additional phases of the estate are released.

### 1.1. Communal clubs/facilities

**Will there be any communal club houses, tennis courts, swimming pools etc**

In Phase 3 the establishment of various communal facilities have been planned.

### 1.2. Outdoor Activities could include

- Hiking Trails
- Horse Trails
- Trail Running
- Dog walking
- Birding
- Mountain Bike Trails
- Andy's Bootcamp (Wednesdays)
- Designated family Picnic area

**Is this included in our levy or is it an additional cost or membership?**

Some activities may be charged in addition to the Levy.

### 1.3. Activity trails

**When will the trails be completed?**

The development of the trails will be constructed on an ongoing basis, and new areas will be introduced as additional phases of the estate are released.

### 1.4. Type of Trails

**What trails are exclusively for Mount Verde Estate Residents and not open to the public?**

All trails are exclusively for Mount Verde Estate Residents.

The rehabilitation area on Portion 3 of Mount Verde may be made available to limited public use as part of the Village Square Development.

### 1.5. Visitors

**As a Mount Verde resident how many visitors may I take with me on the outdoor activities without incurring additional costs?**

No additional costs will be incurred so long as this privilege is not abused, otherwise the privilege shall be revoked. Provided it does not constitute a social or commercial club or event, except where activities are charged for.

### 1.6. Pets - Are trails pet friendly?

There will be pet friendly trails, provided your pets are on a leash at all times and any camps with farm animals are a no go zone. Owners will be responsible to pick up poop and dispose of it at home.



- 1.7. Are there any watering points along the routes?  
No. You must be self-sufficient on all activities for the foreseeable future.
- 1.8. How secure are the trails?  
The trails are within the security perimeter of Mount Verde Estate.
- 1.9. How are the trails marked?  
Trails will be marked with directional signboards by the MVMA.
- 1.10. The level of trails?  
There will be a variety for all levels of fitness.

## 2. BOREHOLE

- 2.1. Can I sink my own borehole?  
Yes: Mount Verde Estate Farmettes (MVMA) PTNs 62 to 72 (A6 – A16), and B1 – B9 can apply for a borehole with the proper applications to the relevant authorities.

**What are the restrictions? And what is the process I must follow if I want to sink a borehole?**

Under Schedule 1 of the National Water Act, Ground water may be taken as per the allowable volume per catchment.

All boreholes must be registered.

## 3. BUILDING & DEVELOPMENT CONTROLS

- 3.1. Can I apply for rezoning or further subdivision?  
No.

- 3.2. Can I consolidate two adjacent properties?  
No.

- 3.3. Build by Date  
**Is there a build by date for the Farmettes?**  
No.

- 3.4. Architectural Review Committee  
**Is there an architectural review committee approval process?**  
Yes there is. The process is detailed in the 02\_MVE Architectural Development Controls.

**How often does the architectural review committee meet? What is the estimated time for plan approval?**

The review committee meets once a month detailed in the MVEDC, Section 2. Meeting dates and submission fees will be made available.

3.5. Building Contractor Compliance

**Do you have a checklist for the building contractors to ensure compliance?**

Yes. These are included in the MVEDC Section 5 and MVEDC Section 2 for the Architectural Specifications & Certification

3.6. Architects & Contractors

**Can we choose our own architects and building contractors?**

Yes. As long as registered with the NHBRC and Architectural Association.

A list of Architects and Building Contractors is available and updated from time to time.

3.7. Architect Compliance

**Do you have a checklist for the architects to ensure compliance?**

Yes. These are included in the MVEDC Section 2 Architectural Specifications & Certification

3.8. Building Restrictions

3.8.1. Can I build 2 homesteads on 1 Farmette?

**Yes you can build :**

- One main house (no limitation)
- One additional self contained dwelling, according to current municipal by-laws.

3.9. Additional dwelling provisions

**The following provisions apply to the additional dwelling:**

- The additional dwelling shall comply with the requirements specified in the Scheme related to additional dwelling units. In terms of this approval, the **80sqm limit is not applicable** and the **minimum coverage will be 200sqm**.
- it shall be ancillary to the main dwelling unit, and the initial dwelling unit shall remain the primary use;
- only one additional self-contained residential unit be permitted per erf;
- it may be attached or detached to the main dwelling house;

3.10. 10% residential coverage

All non-agricultural residential coverage must be located within the 10% footprint. The following will be included in the maximum coverage calculation:-

- Garages, sheds, and carports
- Silos
- Staff quarters
- Covered veranda's, walkways, and patios
- Conservatories
- One main house
- One secondary house
- One shed
- One stable block
- Any specialised structures for agricultural purposes

3.11. Can I build a thatch house?

No. Refer MVEDC – SECTION 2.7.9

3.12. Can I build a log cabin?

No. Refer MVEDC – SECTION 2.7.10 and not in the spirit of the design philosophy and core design principals.



3.13. Can I build a multi storey house?

Yes. A maximum bench level may not exceed 10m in width perpendicular to the contours – SECTION 2.7.4

#### 4. BUFFERS

**My farmette is covered in buffer zones. What can I do within these buffer zones?**

There are various landuse/activities allowable within minimum buffer zones, but is restricted according to Annexure 16. The wetland buffers on the layout provided to you has a **30-meter buffer zone** which apply to all wetlands and watercourses as per the National Environmental Management Act and the Environmental Authorisation for Mount Verde.

4.1. What can I grow in the buffer zones?

**What about for agricultural uses?**

The Water Research Commission in their 2017 publication recommend the various buffers as indicated in Annexure 16 inserted and following herein:

All uses must be approved by the MVEDRC.

4.2. Annexure 16

##### **Annexure 16 – Minimum Recommended Buffer Zones**

This table presents the minimum recommended buffer zones for the sub-sector and will be appropriate only under certain conditions. This would typically include a commitment to rehabilitate and manage buffer zones to ensure that these areas function optimally. Additional mitigation measures would also typically need to be implemented to reduce some of the key threats that pose a risk to water resources.

*Table 101 – Minimum recommended buffer zones*

SECTOR	LAND USE/ACTIVITY	MINIMUM BUFFER (m)
Agriculture	Forestry/timber	20
	Nurseries and tunnel farming operations	15
	Dryland commercial cropland – annual rotation	15
	Dryland commercial cropland – infrequent rotation	15
	Irrigated commercial cropland	20
	Subsistence cultivation	10
	Extensive livestock grazing operations	10
	Intensive livestock grazing operations	10
	Concentrated livestock operations	25
	Sludge dams associated with concentrated livestock operations	25
	Aquaculture or marine culture	15
	<b>Agriculture (worst case)</b>	<b>25</b>

## 5. CATCHMENT AREA

### 5.1. What catchment area does Mount Verde fall under?

Mount Verde falls in 3 catchment areas of the Water Management Area 4: Pongola – Mtamvuma.

**MVMA Farmettes: PTNs 62 to 72 (A6 – A16), and B1 – B9.** Properties south of the access road is in Quaternary catchment U20J which allow under the Schedule 1 use, 275Cub m per ha per year. A meter must be installed and this use must be registered if more than 10Cubm per day is taken.

**MVMA Maqwood Farms:** Properties along the eastern boundary is in Quaternary catchment U20G which allow under the Schedule 1 use, 275Cub m per ha per year. A meter must be installed and this use must be registered if more than 10Cub m per day is taken.

## 6. DAMS, FISHING & SWIMMING

### 6.1. Fishing

Fishing in any of the dams or rivers is not permitted other than where signage indicates that such activities are allowed. If permitted - it is on a on a catch-and-release basis only, but restricted to HOMEOWNERS or RESIDENTS and their accompanied guests only and subject to the specific rules made by the MVMA concerning fishing from time to time.

### 6.2. Swimming

No swimming is allowed in the fishponds, dams and or any water features on the ESTATE other than where signage indicates that such activities are allowed.

### 6.3. Boats, floating devices

No boats and float devises are allowed to be used on the dams, other than where signage indicates. All the relevant safety procedures must be followed, and no undue disturbance is caused.

## 7. DEVELOPMENT AREA/FOOTPRINT/HOUSE SITE

### 7.1. Property footprint

#### **What do you mean by the property footprint as specified on the layout plan?**

The footprint or development area is wherein you can erect your buildings and non agricultural activities. This footprint may not exceed 10% of the total extent of the property. For example, if you have a 5ha property your non-agricultural footprint shall not exceed 5000sqm.

### 7.2. 10% development area

#### **What must be included in this 10% development area?**

The footprint/development area includes all buildings, gardens, outbuildings, stable blocks, and / or any structures that will be erected on the property. The footprint must be contiguous and cannot be separated into smaller blocks placed in different areas across the site.

#### **Would a stable block or animal shelter be regarded as buildings which must be within the 10% footprint?**

Yes. The footprint includes all buildings, gardens, outbuildings, stable blocks, and / or any structures that will be erected on the property.

#### **Can we apply to move the prescribed footprint as shown on the plan?**

As required by the Environmental Authorisation, the footprint/development area must remain **substantially** the same. Submission of the Design Review Committee must motivate the request.

The environmental authorisation allows for 10% and the footprint must be substantially included in the approved footprint. These are the decisions that were taken and cannot be changed.

**What is the definition of “substantial”?**

This ratio shall be 51/49 with the 49% being outside the footprint as long as it doesn't fall in the restrictive buffer zones as indicated on the site development plan.

**When I measured the footprint it wasn't quite 10% of the full extent. What is the permissible variance in footprint should we want to move it slightly?**

The footprint/development area indicated is approximately 10% less than the allowable therefore giving the owner a permissible 10% leeway in terms of the prescribed footprint.

## 8. ENVIRONMENTAL MANAGEMENT PLAN

### 8.1. What is in an environmental management plan (EMP)?

An Environmental Management Plan (EMP) can be defined as “an environmental management tool used to ensure that undue or reasonably avoidable adverse impacts of the construction, operation and decommissioning of a project are prevented; and that the positive benefits of the projects are enhanced”.

## 9. EMP

### Is there an Environmental Management Plan (EMP) for Mount Verde Estate ?

Yes there is. This is made available to all Purchasers electronically.

## 10. ENVIRONMENTAL CONTROL OFFICER

### 10.1. ECO

**The EMP refers to an Environmental Control Officer (ECO). Will Mount Verde Management Association appoint the ECO for the overall development?**

Yes. The ECO will be appointed by the MVMA to ensure the EA is interpreted correctly.

**Does the EMP require the services of an on site ECO before we start building?**

Yes. The EMP requires the services of an ECO.

## 11. FARMING

### 11.1. Minimum Farming Activity

**I don't want to farm, what is considered the minimum agricultural activity?**

Pastural land is considered the minimum agricultural activity.

In the event that the land has plantation trees on the land, these may be negotiated with the Seller and retained. Alternatively if the Seller has harvested the crop, the Purchaser shall retain the timber rights and can plant timber again at their cost where approved by the committee.

### 11.2. I don't want to farm

**If I don't farm my land what are my options?**

- You can lease it out to another farmer, as long as they farm the minimum requirement.
- You can ask a farming contractor to farm it for you on your behalf.
- You can lease it to the Mount Verde Estate Co-Operative to farm it on your behalf.
- The Landowner is however at all times responsible for the upkeep and minimum requirements specified

**How long do I have to develop the farm to the minimum requirement after transfer?**

Currently all the subdivisions are farmed to the minimum requirement.

You shall have a maximum of 12 months to develop your farm once the standing crop has been removed due to maturing or change of farming activity.

You as the owner must at all times, and as far as reasonably possible, and in line with standards of good farming practices, keep the land free of alien vegetation, prevent excessive growth of hedgerows, trees, etc in a neat and in a good farming order.

**11.3. Standing Crop**

**If the farming portion already has a crop on it, prior and post transfer, who does the crop belong to?**

IR VOIGTS (PTY) LTD has entered into a lease agreement with the Seller on all the portions. Any standing crop that still needs to mature within the 6 months post transfer, a new lease shall be re-entered into by yourself and the Lessee, IR VOIGTS (PTY) LTD.

Any standing crop belongs to the Seller. The Seller has up to 6 months from date of transfer to remove any standing crops at his cost.

30 days after transfer the lease shall be re-entered into by yourself and the Lessee.

We strongly recommend the Purchaser seek tax advice from a professional.

**What will I be paid in terms of a monthly lease, during the 6 months period if there is a standing crop?**

These leases are still in the process of being finalized. As a **guideline only**, the Seller will pay R2000 per month until the standing crop is removed off the property. If under pasture only, the lease for grazing is R1000 per month per 5ha site.

**11.4. Destumping**

Who is responsible for destumping should the farm be transferred with a timber standing crop, or recently harvested timber?

The Purchaser. The Seller shall burn any crop residue where applicable.

**11.5. Permissible Farming**

**11.5.1. What am I allowed to farm?**

Farming is encouraged and the types of crops what you are allowed to farm is extensive.

Portions A6–B9 mixed farming is permissible. This may be to be determined from time to time.

The farming practices that **ARE NOT** permissible:

- Intensive chicken, intensive dairy, or intensive pig farming
- Feedlots

**11.5.2. Green Houses/Shade Cloth**

Specialized structures will be carefully considered on application:

Conditions for tunnel installation, plastic, shade netting or glasshouse without foundations / concrete flooring:

- Only 1 tunnel of a maximum 8m x 12m per 5-hectare portion.
- The position of the tunnel on the property would need to be agreed by the MVDRC committee as well as affected neighbours.
- A plant screen or an alternative screen, agreed by the MVMA, would be required around the tunnel.



Exceptions to these rules may be considered for **MAQWOOD FARMS & FARMETTES Green houses and Shade cloth structure applications to follow the below process:**

- Applications to be made to the MVMA.
- MVMA committee to consult all MVMA owners that are directly affected by the application or owners where greenhouses/ Shade Netting are in line of sight.
- The MVMA will present its findings at an Annual/Special general meeting for a vote of approval.

## 12. FIRE PREVENTION

The MVMA and individual owners of all Farmettes, shall be members of the Lions River Fire Protection Association. In the event that any member fails to pay any subscription, the MVMA may pay such subscription, and may then recover such amounts disbursed from the member, together with such additional administrative fees as the MVMA may determine. Fire protection shall be the obligation of every Farmette owner together with the MVMA.

### 12.1. Firebreaks

External Firebreaks shall be the responsibility of the MVMA.

Farmette owners shall be required to adhere to all requests and instructions from the MVMA with regard to the protection of the Estate from any fire risk whatsoever.

NOTE: Special consent as per MVFA still to be received for MVMA.

Notwithstanding the above, every Farmette owner shall be obliged to have appropriate insurance taken out on their behalf by the MVMA for internal and external spread of fire. Premiums shall be recovered from the owners on the renewal of the annual premium.

### 12.2. Fire Fighting Equipment

Each Individual owner is required to have the following:-

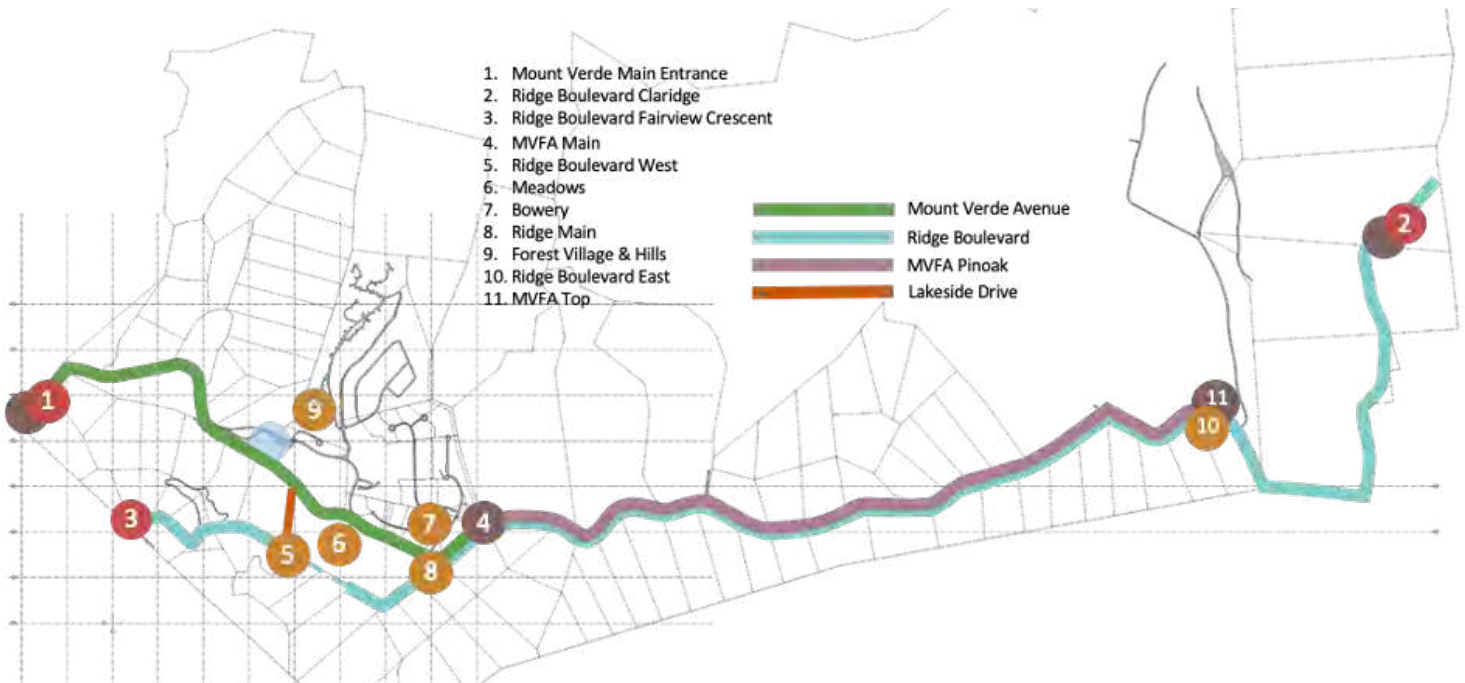
- 1 Bakkie Sakkie or Tanker
- 5 Beaters
- 2 Knapsacks

MVMA shall have the following:-

- 1 Tanker
- 10 Beaters
- 5 Knapsacks

13. GATES

13.1. Gate Diagram



13.2. Mount Verde Main Entrance – Weir (1)

This gate will be the main access into Mount Verde for both MVFA and Mount Verde Ridge and Village. It shall be expanded at certain trigger points in the phased development according to Traffic Engineer recommendations.

Internal security gate points at strategic points within the Estate shall be subject to stricter security measures. Mount Verde Ridge Residents shall be given automatic access onto the Ridge.

13.3. Mount Verde Farmettes

The western and eastern Gate’s access shall be automated with camera surveillance. Ridge Main shall be subject to stricter security measures and will provide exclusive 24-hour security which will tie into the larger Mount Verde security measures.

Security systems installation shall commence on the first 11 property transfer and registrations.

Security installation completion for Ph1 shall be completed prior to the first owner occupancy.

13.4. Ridge Boulevard Access

There will be three access points onto Ridge Boulevard. Ridge Boulevard Fairview Crescent (3) Ridge Ridge Main (8) and Ridge Boulevard East (10).

13.4.1. Ridge Main (8)

The Ridge gate from Mount Verde Village is only available to the Mount Verde Farmette owners, and registered contractors as specified, Voigts Group registered employees and \*Emanzini Private Reserve members and their invitees (\*subject to a separate agreement). MVFA members and Mount Verde Village future members shall not have access to the Ridge Boulevard unless approved.

13.4.2. Ridge Boulevard East (10)

The eastern Gate is only available to the Mount Verde Farmette owners, and registered contractors as specified, Voigts Group registered employees and \*Emanzini Private Reserve members and their invitees (\*subject to a separate agreement).

13.4.3. Ridge Boulevard Claridge (2)

Previously known and referred to as the Claridge Gate.

This gate will be the main contractors gate and for all construction vehicles over 3,5 tonnes access onto Mount Verde for Mount Verde Ridge, Village and MVFA.

Ridge Boulevard Claridge Gate is available to all the Mount Verde Ridge and MVFA members for easier access to the Claridge/Ottosbluff Road. This gate is also available registered contractors as specified, Voigts Group registered employees and \*Emanzini Private Reserve members and their invitees (\*subject to a separate agreement).

This is available upon registration of each Mount Verde Ridge member.

MVFA have a right of access to Mount Verde Avenue from flagpoles (Weir Drive) to MVFA main gate (4) and MVFA Top Gate (11) to Ridge Boulevard Claridge (2) only.

14. HEDGEROW

14.1. What is a hedgerow? How will it look?

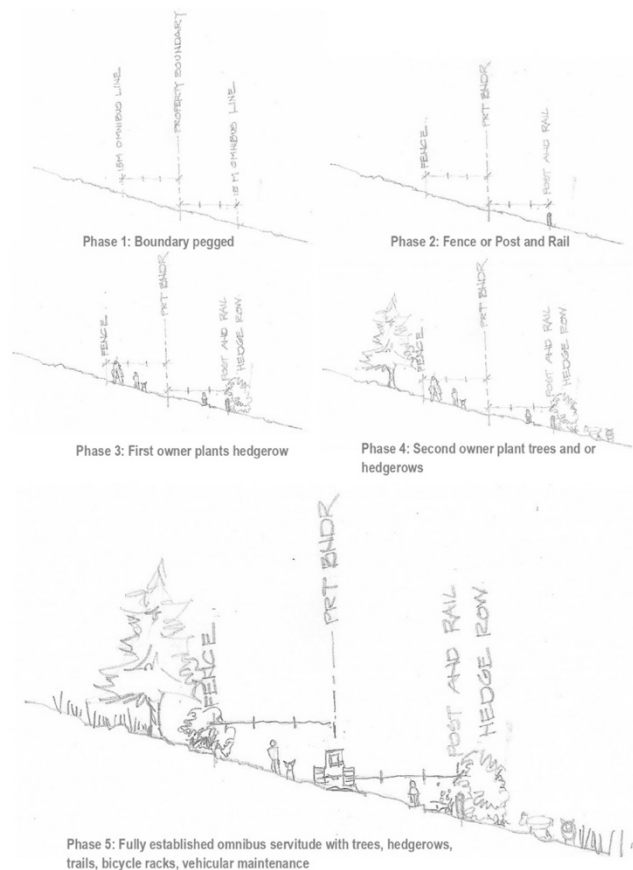
A Hedgerow is typically a rough or mixed hedge of wild shrubs and occasional trees, typically bordering a road or field. Hedgerows **provide shelter for stock and crops and cut down wind speed**, which prevents erosion. They are good for game, providing corridors for wildlife to disperse around farms.

**What about the Hedgerow (A6 – B9) who will ensure it is trimmed and looked after?**

Each individual owner.

14.2. Who owns the hedgerow?

Each property owner.



## 15. LETTING OF HOUSE, GRANNY FLATS, APARTMENTS OR OTHER

### 15.1. Short term rentals 1 -7 days

Short term rentals are not permissible.

### 15.2. Medium term rentals 8 -30 days

Medium term rentals are not permissible.

### 15.3. Long term rentals in excess of 30 days

Rentals of longer than medium term are categorised long term in excess of 30 days. Long term rentals must be done with full approval of the MVMA. Formal application for this type of rental has to be applied for through the MVMA to ensure tenants complete all the necessary forms with complete understanding and compliance of the Estate rules.

## 16. MASTERPLAN

### 16.1. Is there a Mount Verde Estate master plan?

Yes. Development planning is in progress and we anticipate the Mount Verde Village phased approvals from June 2023.

Mount Verde Estate shall be developed over a 10 to 15 year period dependent on market demand and property cycles. The Master Plan is indicative of the philosophy and nature of the intended development. However, the Developer has the right at its entire discretion to amend the Master Plan.

## 17. MOUNT VERDE GROWERS.

### 17.1. Process

**What is the process before my farming portion is released to the Mount Verde GROWERS., and how can I take over the management of my farm again?**

The purchaser must submit a farm plan to the MVMA outlining the proposed farming activities. Should the purchaser not adhere to the plan or otherwise elect not to farm the property, GROWERS. will take over the farming activity on the property to a use identified by GROWERS. as the best farming use of the property, and pay the purchaser a market related rental. The purchaser may take over the farming operations again within a reasonable notice period depending on the farming activity, provided he has satisfied GROWERS. with the intention and capability to farm.

### 17.2. Lease

**Will the Mount Verde Estate Co-operative (MVECOP) pay a lease amount for my farming land?**

Yes – it will pay a market related lease depending on the farming activity

## 18. MOUNT VERDE ESTATE DEVELOPMENT CONTROLS (MVEDC)

### 18.1. Where will I find this?

This can be found in the Mount Verde Estate Development Controls pack (MVEDC). There are 5 main sections, these being:-



- Section 1: Vision
- Section 2: Architectural Controls (MVEAC)
- Section 3: Landscape & Environmental Controls (MVELC)
- Section 4: Statutory Controls
- Section 5: MVMA Estate Rules & Regulations (MVERR)
- Section 6: MVMA Estate Contractor Rules (MVECR)

Every Owner will be required to read and sign each of the above, which shall make up the full sales pack.

## 19. MOUNT VERDE ESTATE RULES & REGULATIONS (MVERR)

### 19.1. What is this?

The purpose of this set of rules and guidelines is to govern the conduct of residents, their workers and visitors and to procure the better management of the affairs of the Association in the furtherance and promotion of the objects of the Association and the advancement of the interests of the members.

## 20. MOUNT VERDE ESTATE, THE PROPOSED DEVELOPMENT

### 20.1. What is the total area of the land that forms Mount Verde Estate?

Approx. 700ha

### 20.2. What will the Mount Verde Estate development comprise of?

Currently:

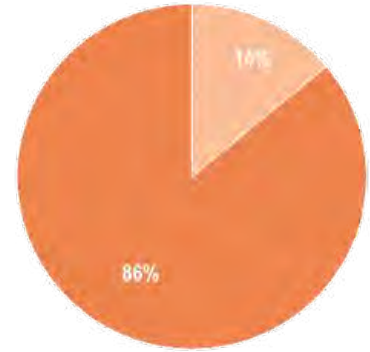
- **Mount Verde Ridge (Farms & Farmettes)**
  - Active working Maqwood Farms, approx. 270ha
  - Ridge Farmettes - 2 - 9ha, approx. 184ha
- **Mount Verde Village**
  - Bowery, approx. 22ha
  - Avo Farmettes 90ha
  - Residential, approx. 65ha
  - Village Square, including activities approx. 11ha
- **Roads, Open Space (excl servitudes), approx. 59ha**
  - Actively farmed portions integrating agriculture into the residential community.
  - Large areas of natural open space and conservation areas are preserved for outdoor living
  - Residential density development shall remain intentionally rural
  - Commercial component accommodating shops, offices, restaurants, market square
  - Maintained trails for hiking. Rehabilitated areas for trails.

### 20.3. Open space

#### What percentage of Mount Verde Estate will be built on?

##### Currently the proposed masterplan shows :

- 86% shall consist of farming, open & conservation land, etc
- 14% shall be the total area of the proposed estate that shall be developed.
- The international benchmark for Agrihoods is 70%/30%.
- May be changed by the Developer



### 20.4. What are the sizes of the proposed residential stands?

The majority of the proposed residential stands vary between 800sqm to 2000sqm, and then up to just under 2ha stands. This excludes the Farmettes which range from 2ha to 10ha. This is subject to final town planning approval and we envisage will only be available from mid 2023 and shall be released in phases.

### 20.5. Mount Verde Ridge

#### Will there be any further development planned on Mount Verde Ridge?

Not at this stage. The Ridge shall always remain 90% agriculture where possible. Farms and Farmettes range in size from 2ha to 90ha.

The Developer reserves his rights to extend the development, in particular on portion A16.

## 21. MOUNT VERDE MANAGEMENT ASSOCIATION (MVMA)

### 21.1. MVMA Registration Requirements

#### What is required in getting registered with the Mount Verde Management Association?

- Proof of address
- All the new owners cell numbers, email address, company name, vat number, company address.
- Copies of all purchasers ID'S
- Signed MVMA Rules
- Signed MVMA Constitution.
- Lions River Fire Protection Membership form must be completed and signed. Its an annual payment.
- Signed Mount Verde Estate Rules & Regulations including Contractor Rules & Regulations.

### 21.2. MVMA Registration Process

#### What is the process in getting registered with the Mount Verde Management Association?

- The admin fee will be issued for the Purchasers account when their Conveyancers ask for it. This admin fee is due to the MVMA once the transfer has taken place. The Purchasers Conveyancers can contact the MVMA for these invoices.
- A Consent to Transfer will be issued by the MVMA once all their conditions have been met. Registration number shall be required.
- Levy Clearance Certificate will also be issued by the MVMA once all levies are paid up.
- SARS Transfer redemption certificate - SARS will call on this certificate to effect transfer. Should the Purchaser not be SARS compliant, SARS may not issue the Transfer duty exemption certificate



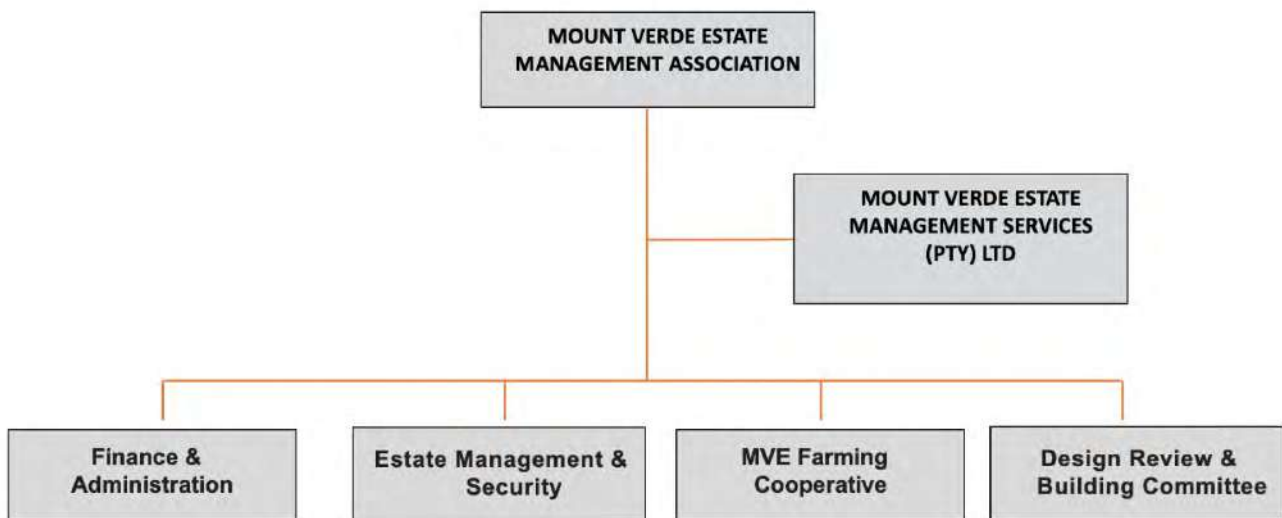
**When can we become members of the Mount Verde Management Association?**

Registration of Transfer. The Application for Membership will only be signed by the MVMA once transfer has taken place.

**22. MOUNT VERDE MANAGEMENT ASSOCIATION STRUCTURE**

**22.1. Management Structure**

The overall management structure of Mount Verde Management Association



**23. MOUNT VERDE MANAGEMENT ASSOCIATION LEVIES**

**What is the levy budget and structure for MVMA?**

We anticipate that the levy budget will be approx. R5750

**Levies on second dwellings (Farmettes only)**

Where TWO dwellings on one Farmette property are developed, the levy payable on the completion and occupation certificate of the second dwelling, the Farmette shall attract the following levies:

Size Sqm	% Levy	Total Levy
200 - 399	25%	1,25
400 - 599	50%	1,50
600 - 699	75%	1,75
700+	100%	2

**23.1. Public Liability**

**Do the levies include public liability – such as fire insurance?**

Yes

## 24. MOUNT VERDE MANAGEMENT ASSOCIATION STABILISATION LEVY

24.1. A Levy Stabilization Fund has been established for the purpose of generating funds to assist with the maintenance of the common Property. This is for the **Seller's** account.

24.1.1. Developer Stands

This is not applicable on Developer stands. No stabilisation levy is due.

24.1.2. On selling

Whenever a Property is re-sold, the SELLER must pay the stabilisation levy, as a contribution to the Levy Stabilisation Fund when the Property is registered in the name of the Purchaser. The following levies apply :

- For vacant land : 1% of selling value
- For improved land with a Dwelling : 0.5% of selling value

24.1.3. Who manages this Fund?

The Levy Stabilisation Fund is managed by the MVMA and is used for expenditure and capital items that the Board of Directors identify from time to time.

24.1.4. When does it get paid?

Contributions to the Levy Stabilization Fund must be made on the date of registration of transfer from the funds of the SELLER. **The Conveyancer must ensure that the contribution is made.**

## 25. MVMA STATUTORY MEMBERSHIP & ASSOCIATIONS

**25.1. Will there be a special farming association that the owners of the Farmettes will be required to apply with?**

25.1.1. MVMA

**Every owner** shall be required to become a part of MVMA.

25.1.2. CSOS

**What is Community Schemes Ombud Services (CSOS)**

This is statutory, and the Association pays CSOS on a quarterly basis.

It is an alternative dispute resolution body designed to resolve administrative disputes in all types of community schemes, including sectional title schemes and home owners associations.

The CSOS provides services which are designed to deal quickly and relatively inexpensively with serious issues that arise in the process of administration of a community scheme.

[www.csos.org.za](http://www.csos.org.za)

**MVMA** shall be associated with the following statutory associations and voluntary associations:

25.1.3. Lions River Fire Protection (LRFP)

The owners will have to belong to the Lions River Fire Protection Association. This is paid on an annual basis and is currently R800 per annum - 2021



26. TRAVERSING

**Do I have traversing rights within the Mount Verde Farms (MVFA)?**

No. Mount Verde Farmers Association (MVFA) property can only be traversed by members of the MVFA and under their rules and code of conduct.

**MVFA members have traversing rights within the Mount Verde Ridge?**

No. MVFA members may not access the Ridge Blvd from either the Ridge or Ridge Boulevard East gate. MVFA have a right of access to Mount Verde Avenue from flagpoles (Weir Drive) to MVFA main gate (4) and MVFA Top Gate (11) to Ridge Boulevard Claridge (2) only.

27. PETS

**General**

Pets must be restrained from leaving their owners’ property unattended and must not be allowed to constitute a nuisance to other Members.

- Dogs must be restrained by a leash at all times when outside a member’s property.
- Dogs and cats must be fitted with collars and a disc reflecting the stand number, owner’s name and telephone number.
- It is a requirement that cats wear a bell on their collar to enable the wild birdlife to be forewarned of their approach.

**How many domestic pets are we allowed on the Farms & Farmettes?**

The maximum number of pets permitted per household will be determined from time to time and read in conjunction with the **permissible farming practices for clarity on livestock**.

Each application for domestic pets shall be reviewed as case by case by the MVMA. The below is as a guideline.

HAMLET	Ave Erf Area (m <sup>2</sup> )	Dogs	Cats	Birds
FARMETTE	50 500	4 - any size	2	n/a

**May we keep and stable Horses on our farm?**

Yes you may.



## 28. PROPERTY BOUNDARY

**Will my property boundary be marked by the post and rail fencing, and planted with the specified hedgerow?**

Yes. A6 to B9 will all be fenced and planted where the topography allows and according to the master plan. It is indicated on your Site Restriction Diagram.

**Will my property (A6 – B9) be fenced and planted before transfer and registration?**

Not necessarily before but will be done within 12 months of transfer and registration. Fencing will be done where the topography allows. Hedgerow planting will be dependent on seasonal planting at time of transfer and according to the master plan.

Boundaries will be pointed out and pegged out prior to transfer and registration.

**If my property boundary runs within the omnibus servitude what activities and structures are permissible within the servitude?**

The post and rail must be located within the omnibus servitude. The servitude provides free and unrestricted access for estate management, security, walking, bicycle trail and horse trails where applicable only. You can put a gate in the boundary if you wish to access the trail easily. The gate must swing to the inside of your property to avoid obstacles in the servitude.

Where the servitude is not required, it may be fenced and farmed.

## 29. PURCHASING OUR FARMETTE

**29.1. What deposit is required?**

10% within 7 days of date of Seller's acceptance and signature of the Mount Verde Estate Sales agreement.

**29.2. Interest on the deposit is for whose benefit?**

Shall be for the Purchaser benefit less the conveyancers usual fee.

**29.3. When is the balance of the purchase price due?**

To be paid, free of deduction or setoff, against registration of transfer of the property into the name of the Purchaser and to be secured by banker's or other guarantee(s) approved by the Seller within **60 days** after acceptance of the agreement of sale by the Seller.

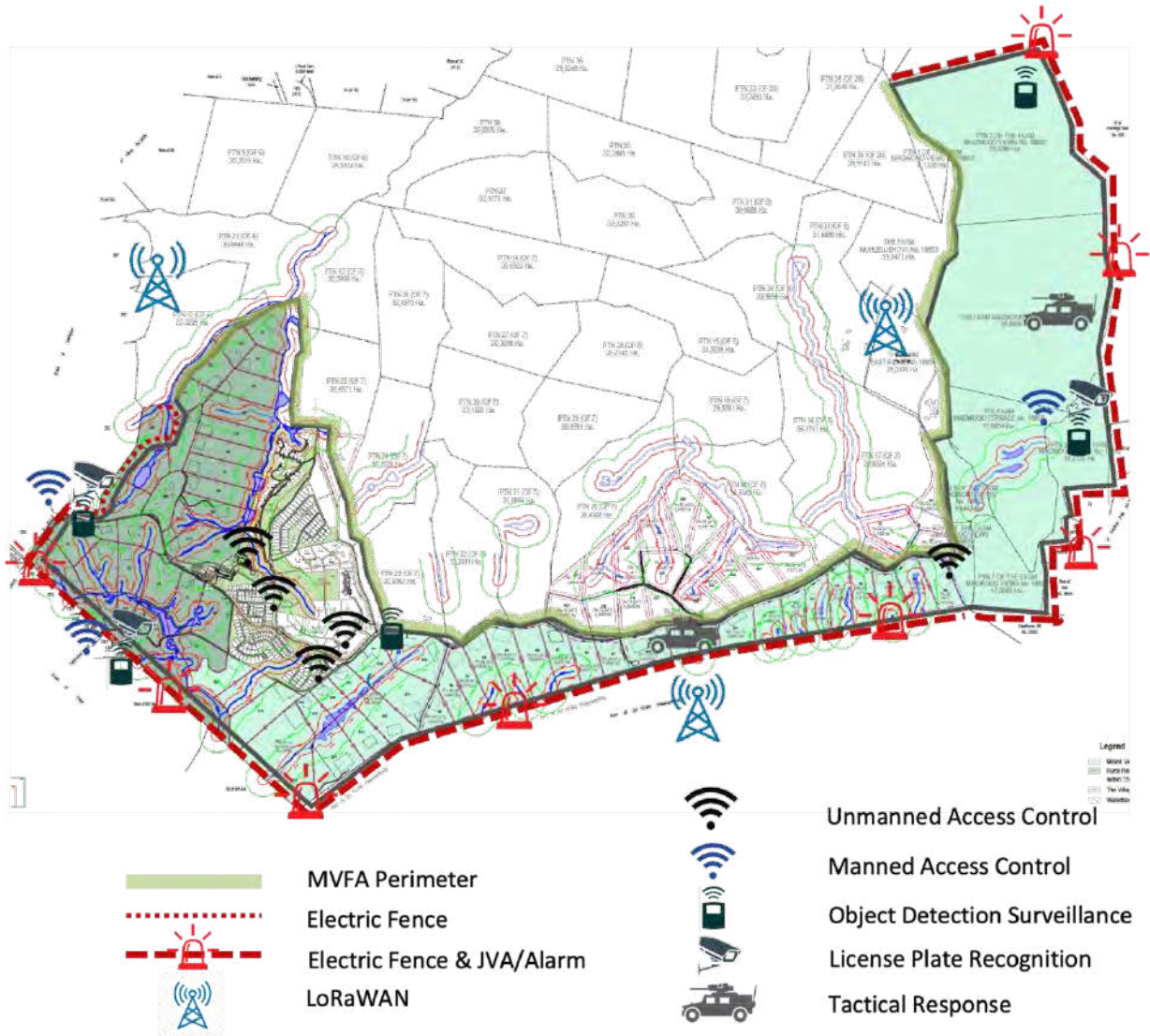
**29.4. Will the banks finance agri vacant land?**

Dependant on the Purchasers relationship with the bank, the banks will finance up to 60% of the total land value.

30. SECURITY

30.1. General Security

Safety is an absolute priority. Safe, secure farm living. With state-of-the-art technology and strategic placement of security fencing, Mount Verde Estate will provide exclusive 24-hour security which will tie into the larger Mount Verde security measures.



With controlled entry and exit points through Hilton Gardens and Ridge Boulevard Claridge Contractors access into Mount Verde Estate, all activity within the greater estate, including the Village centre, recreational areas and residential homes and hamlets are vigilantly monitored. The Mount Verde Estate private security team will be based within the Estate. Additionally, Mount Verde Estate is located adjacent to the securely managed Garlington and Avenues Estates ensuring heightened vigilance creating a safe environment for residents and visitors.

Security systems installation shall commence on the first 11 property transfer and registrations. Security installation completion for Ph1 shall be completed prior to the first owner occupancy.

## 30.2. Security Features

### **MVMA What are the security features for the Farmettes?**

All Farmettes will be incorporated into a dedicated security precinct on a phased basis with a controlled and manned access point.

The main Mount Verde gate house at the entrance to the full estate, will be manned 24 hours.

#### 30.2.1. Perimeter fence monitoring

Yes. The electric perimeter fence will be monitored and patrolled.

#### 30.2.2. 24 hour guard duty and patrol

Yes. Guard house at entrance to the Farmettes will have 24 hour access control and the electric fencing will be patrolled.

#### 30.2.3. Biometrics

The Estate will operate on a biometric system for all residents, staff and contractors. Visitors will require an access code generated by the owner to gain access to the estate. MVMA is currently investigating other technologies to ensure added security and efficient access which may include “no touch” technology

## 31. SERVICES: ELECTRICITY – ROADS – WATER – SEWER

### 31.1. Basic Services

#### **Will basic services be installed before transfer?**

YES, the Seller shall install the basic services to the satisfaction of the local authority prior to transfer. Refer to the Level of Service Infrastructure. This includes all weather roads.

#### 31.1.1. Fibre

##### **When will fibre connectivity be available, and what are the costs?**

Yes. Fibre connectivity will be made available once the service provider and supplier agreements have been finalised. The sleeve has already been installed within the main spine during the service installation to the MVFA Farmettes. The Service provider and supplier is currently under negotiation and costs shall be circulated once finalised.

#### 31.1.2. Electricity

##### **Who is the Electricity provider?**

Subdivisions within the MVMA shall receive an electrical connection provided from a bulk Eskom supply. Each new owner will become a customer of Eskom with a 40A MCCB connection.

##### **What size is the electrical connection that will be available?**

3 phase/40amp. Seller shall be responsible for laying the electrical cable to the boundary of the property at Sellers cost.

##### **What about the transformer?**

The Seller shall install the transformer at the Purchaser's cost.

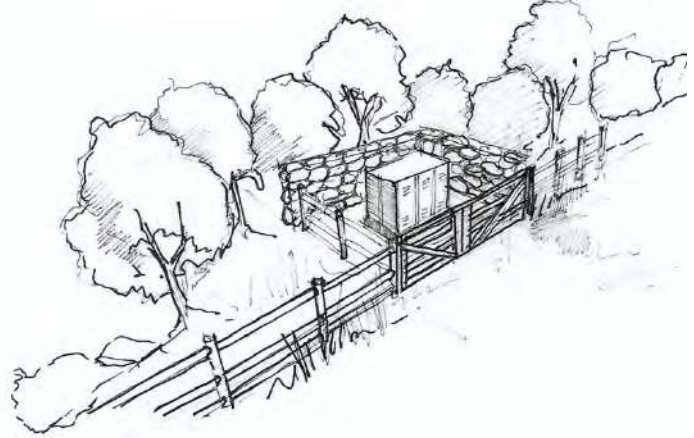
### What does this transformer cost?

The below price is subject to change. Costing received August 2021.

Transformer 25kVA - Transformer 25 kVA	1.00	R 50,000.00	0.00%	15.00%	R 50,000.00	<b>R 57,500.00</b>
<i>6Weeks lead time, connected, earthed, on a concrete iniel base,</i>						

### How will you screen the transformers?

Each transformer by law needs to be open and easily accessible, however the following screening will be done to ensure aesthetics.



### Are there fixed electricity costs?

- Yes there are.

### Why are there fixed electricity costs if Eskom supplies the power?

- The costs are referred to as Electricity recovery costs – this is because the infrastructure is not owned by Eskom and needs to be maintained by MVMA.
- Eskom will also have fixed line charges.

#### 31.1.3. Off the grid

### If I am totally off the grid In terms of Eskom electrical supply, what about the above transformer and monthly fixed costs?

- The transformer will be installed and charged for. The owner will need to apply for a disconnection once transferred and registered.
- Should the developer create an alternative electricity supply for the Estate, he may elect to use the alternate supply.

#### 31.1.4. Sewer

### The Developer shall not provide any form of sanitation.

Each subdivision shall provide their own on-site sanitation in the form of a septic tank and soakaway, which shall be designed in accordance with the National Building Regulations (SANS 10400), including percolation tests to determine the length of the soakaway.

### Which farms/Farmettes do not have permission for septic tank and soakaway?

#### A6, A7 and A8

It is specifically noted that sites A6, A7 and A8 shall be provided with a conservancy tank to deal with purifying sewage and waste water and that such a conservancy tank may not be within 100m of the edge of the wetland. This is a directive by the environmental Appeal Decision, issued by the MEC for Economic Development, Tourism and Environmental Affairs, dated 16 July 2019.

**If my property doesn't have permission for a septic tank, what other option do I have?**

The Purchaser shall be responsible for the sewage installation. The Seller can assist with supplier and cost information.

## 31.1.5. Roads

**What is the access to my property?**

Each subdivision shall have access off existing internal roads to the property boundary of each subdivision. These access points are prescribed by the EIA and shown on the Layout Plans.

**Can we move the prescribed access point, and may we have two driveways off the access road?**

No, unless applied to MVMA and relevant department.

**What does the Seller/Developer pay for?**

The Seller is responsible for the access roads with the following specification:

- 5m wide surfaced road
- Cape Seal
- 125mm G5 base
- 150mm G6 layer
- Associated cut/fill bulk earthworks with side drains and stormwater pipes, where needed

Concrete strips and 4m roads may be put in place where identified

**Will these roads be completed at the time of transfer and registration?**

The roads shall be prepared with a G6 hardened surface prior to transfer. Once a total of 11 farmettes have been transferred, the Developer has 60 (sixty) days from date of transfer to commence with the final surfacing of the road that feeds A6 to B9, Mount Verde Estate Ph 1 Farmettes.

**Who is responsible for the driveway from internal road network to new dwelling?**

The Purchaser shall be responsible for construction and associated costs, as well as the tie in with the access road, according to engineers specification.

## 31.1.6. Water

**What is our water supply?**

The supply of potable water shall be provided by uMgungundlovu District Municipality, to a bulk water connection located at the main access gate along the internal access road.

A complete water network with booster pumps, rising mains, distribution mains and bulk water reservoirs will distribute potable water throughout the 92 subdivisions to the boundary of each subdivision.

Each subdivision will be provided with a 20mm domestic connection, including a Sensus AGB water meter, or a water meter of similar or of higher specifications determined by the Developer, located at the access to the subdivision. Each new owner (purchaser) shall be responsible for the payment of water consumption to MVMA as the service provider, based on rates determined by them, regardless if the sites are located within Mount Verde Estate or MVFA.

There will be a basic charge of R500 per month.

**Who is responsible for the water network from the main access gate to each of the 91 subdivisions?**

The Seller shall be responsible for the distribution and costs of supplying each subdivision with a 20mm domestic connection and water meter. Only to the access boundary of each subdivision. On completion the network shall be handed over to the MVMA

**Who do I pay for my metered water consumption?**

The Purchaser shall pay Mount Verde Management Association as the service provider, at a market related rate.

## 32. SERVITUDES

### 32.1. Omnibus Servitude

**What do you mean by an omnibus servitude in favour of Mount Verde Management Association (MVMA)?**

An omnibus servitude of a minimum of 3m wide, parallel to and equal distance from the entire boundary shall be in favour of MVMA and its members. Where applicable and shown on your layout plan, the omnibus servitude can be up to 35m which is required for roads and other services.

**Is the full extent of the servitudes shown on our layouts?**

Yes they are. Refer to your individual site Layout Plan

**Can the servitude shown on our layouts be changed from 3m to 35m if required by the MVMA?**

Whatever is indicated on your Site Plan will be registered against your Title Deed and therefore cannot be amended at a later stage without your consent.

**Who is responsible for maintaining the omnibus servitude if outside the post and rail fence?**

Each individual owner shall be obliged to keep and maintain this servitude and includes control and management of all alien vegetation and clearance of vegetation below and adjacent to all boundary fences. Each owner shall be obliged to maintain, replace and prune planted hedgerows.

Should an owner not do so, the MVMA shall be give the owner notice to remedy this. If this is still not remedied by the owner he/she shall be responsible for any costs incurred by the MVMA to restore the omnibus servitude to acceptable condition.

**Use of Omnibus Servitude?**

The use includes water, electricity, communications and road infrastructure as well as access routes, security infrastructure, security patrols where applicable and trails.





No transfer duties are payable, as these are Vatable transactions, however transfer fees/costs shall be payable to the appointed conveyancers. Herewith a table of costs as of September 2021 as an indication only and is subject to change.

### 36.3. Can I choose the Conveyancer?

Garlicke & Bousfield Incorporated are the Seller's Conveyancing Attorneys for all transfers.  
7 Torsvale Crescent, La Lucia Ridge, 4051  
(Reference : Graeme Phillips, Tel: (031) 570-5373, graeme.phillips@gb.co.za);

#### **Will the transfers be done piecemeal or all together?**

Transfers will be done in phases initially.

### 36.4. Property maintenance during transfer & registration

#### **What guarantee will I get, that whilst we are waiting on transfer and registration the property shall be well maintained and looked after?**

Normal farming practices will continue until transfer and registration.

#### **Does normal farming practices include the spraying of the new wattle seedlings that come up on the grazing land, in particular on previously planted wattle plantations, whilst we wait for transfer?**

Yes, the Farmettes will be maintained and kept reasonably free of alien species during the transfer and registration process within the parameters of normal farming practices. If spraying is required, it shall be done by the Sellers as part of their regular normal farming practice.

### 36.5. Early Occupation

#### **May I apply for early occupation, and prepare the land, if there is no standing crop, whilst we wait for transfer? If yes, what are the terms and conditions?**

Yes, in respect of the MVMA Farmettes, early occupation can be applied for at a monthly rental amount calculated at 0,5% of the gross sales price / 12, provided that all conditions contained in the sale agreement have been complied with, and specifically that all guarantees have been furnished.

### 36.6. Access to site during transfer & registration

#### **Will I have access to my site whilst we are waiting on transfer and registration?**

Yes, you will have limited access to the site for consultation and planning purposes. Should you require access for intensive purposes an Early Occupation agreement shall need to be in place.

## 36.7. Budget for costs

**What other costs should be budgeted for the transfer and registration process?**

Below is a table based on 2021 rates, some of which are purely estimates and must not be taken as actual.

Description	Notes	Approx Cost ex VAT	Approx Cost incl VAT
TRANSFER COSTS	No Transfer duties. However transfer fees are calculated on the Purchase price. Approx cost calculated on R4m incl VAT	R 46 522	R 53 500
RATES	3 x Monthly Rates approximately & TBC	R 3 913	R 4 500
WATER CONNECTION	Once off	R 783	R 900
WATER	Monthly base charge	R 261	R 300
WATER	Usage metered and charged out in arrears	R -	
ELECTRICAL TRANSFORMER	Quote 21 Oct 2021	R 50 000	R 57 500
ELECTRICAL	Connection fee (once off)	R 1 304	R 1 500
ELECTRICAL	Netvendor fee (once off)	R 3 000	R 3 450
ADMIN FEE	R5500 ex VAT payable to the MVMA	R 5 500	R 6 325
STABILISATION FEE	This is due only on <b>2nd Sales</b> . A Levy Stabilization Fund has been established for the purpose of generating funds to assist with the maintenance of the common Property.	R -	R -
SEWER COMPONENT	Should you not opt for a septic tank your alternative sewer conservancy tank range from R60k to R100k	R 86 957	R 100 000

## 37. REFUSE

**Will there be regular refuse collection that is covered by our levies?**

Yes. For Organic refuse we recommend on site disposal for compost (sustainable practices)

## 37.1. General Refuse Collection

Shall be weekly and must be placed at the designated refuse area for each Property. Day to be advised.  
For Organic refuse we recommend on site disposal for compost (sustainable practices)

## 37.2. Recycling Collection

Separated at source into Glass, Plastic, Paper, Metal. Day to be advised

## 37.3. Garden Refuse (excludes any agricultural waste)

We recommend on site disposal for compost (sustainable practices)

Garden refuse is collected by the MVMA or its appointed contractors once per week. Limited to two bags per household per week.

Large quantities of garden refuse must be disposed of at the designated composting area set aside for this by the MVMA.

## 38. VOTING

38.1. What % vote will I have as a 2 – 7ha farm/farmette owner?

- Every member shall have 1 vote.


## 39. WATER USE

39.1. What is meant by “Water Use”?

- The Farmettes’ water use is authorised under Schedule 1.

Under the current legislation Schedule 1 Water Use constitutes the following uses **without** formal application:

- Water uses are restricted to the collection of surface water and the withdrawal of ground water.
- Surface water may be taken at a rate of 2000 cubic meters ( 2 000 000 lt) per year and up to 1 litre per second at any time of the whole year. However, a person that takes more than 50 cubic meters per day must register the water use.
  - Small gardening up to 2ha
  - Watering of livestock (excluding feedlots) that graze on that land
  - Storing and using run-off water from a roof (rain water harvesting), storing includes above ground tanks i.e. JoJo tanks and small reservoirs – up to 2,000,000 litres per year.
  - In emergencies, e.g. fire-fighting

 **No-one can take water, without authorisation, within 500 m of a wetland and 100 m of a water course.**

39.1.1. What if my Intended water use is not permissible?

- Should your intended water use not fall under those permissible under Schedule 1, you can submit a formal application to the Dept. of Water and Sanitation.
- We suggest that for commercial farming you should proceed with an application.
- We recommend that you consult with the Department of Water Affairs directly to confirm your usage classification.
- Please also note that Municipal water may be used for your gardening, it is just a more costly exercise.

Enquiries can be sent to:

WARMS Enquiries: Ridthwan Alli  
 Tel: (031) 3362710  
 Fax: (031) 3059927  
 PO Box 1018  
 Durban  
 40000  
 E-mail: WARMS-Enquiries-KZN@dws.gov.za

Or

Raven C Govender  
Environmental Officer  
Tel: 031 336 2761  
Email: [GovenderR@dws.gov.za](mailto:GovenderR@dws.gov.za)  
Department of Water and Sanitation: KZN Region  
Directorate: Institutional Management  
Sub-Directorate: Water Use  
88 Field (Joe Slovo) Street  
Southern Life Building,  
12th Floor,  
Durban

## 40. WATER FOR AGRICULTURAL USE

### 40.1. Can I store/harvest rainwater for my agricultural use?

Yes you can, but there are restrictions. Refer **WATER USE Schedule 1**.

You may be permitted to collect and store 50 000lt surface water/rain water, per day and 10 000lt borehole water per day without an authorisation. Anything more must be registered.

### 40.2. Can I build my rain water harvesting reservoir below ground for water storage?

Yes you can, with the following restriction. Refer 1.1 Surface water may be taken at a rate of 2000 cubic meters (2 000 000 lt) per year and up to 1 litre per second at any time of the whole year. However, a person that takes more than 50 Cub meters per day must register the water use

### 40.3. Can I irrigate my land?

Yes you can, but there are restrictions. Refer **WATER USE Schedule 1**. Irrigated land would be considered a form of water reticulation, which is any pipe system that carries potable, rain, surface or ground water fed directly from stored water or directly from water source.

## 41. WETLANDS & WATER COURSES

### 41.1. Weir

#### **Can I build a weir without an environmental application?**

No. Any structure that is built in a water course will require an environmental application and a water use license application.

### 41.2. Wetland rehabilitation

#### **I would like to rehabilitate my wetland. Is this permissible?**

Wetland rehabilitation will trigger a listed activity. Removal or deposit of more than 10 cubic meters of soil, gravel, etc, in or from a water course requires both an Environmental authorisation and a Water Use License application.

### 41.3. Structures

#### **Can I erect a bird hideout, decking, bridge, road over a wetland or water course? What are the restrictions and permissions?**

Any work within a wetland or the 30m buffer will trigger a listed activity under NEMA and NWA. An environmental application must be lodged and a general authorisation will be required from DWS.



Removal or deposit of more than 10 cubic meters of soil, gravel, etc, in or from a water course requires both an Environmental authorisation and a Water Use License application.

The probability of the authorisation being granted for any development in the wetland, watercourses, or buffers is limited to null. It is recommended that an Environmental Assessment Practitioner be appointed to assist with the enquiries and or applications.

## 42. PROPERTY SALES

**Brigid, Mount Verde Sales Office, 079 49 39864**

[sales@mountverde.co.za](mailto:sales@mountverde.co.za)

+27 33 343 4303

## 43. SOURCES:

Note: All of the below listed documents are available for inspection on request.

- National Water Act 36 of 1998
- LRFPA Member Application 1 April 2021
- Lions River FPA Rules as amended 3 April 2014
- Infrastructure Spec Hard
- Development Controls
  - Section 1: Vision
  - Section 2: Architectural Controls (MVEAC)
  - Section 3: Landscape & Environmental Controls (MVELC)
  - Section 4: Statutory Controls
  - Section 5: MVMA Estate Rules & Regulations (MVERR)
  - Section 6: MVMA Estate Contractor Rules (MVECR)
- Mount Verde Management Association (RF) NPC, in terms of Article 8.5 of the Association's memorandum of incorporation
- Environmental Authorisation 12 December 2018, Ptns 1,2,3, and 5 of the farm Mount Verde No 18081
- Environmental Management Programme 12 December 2018
- Record of Decision: Subdivision of Ptns 1,2,3,and 5 of the farm Mount Verde No 18081 16 October 2020
- Water Use Licence 3 May 2021



