



# UMHLANGA RIDGE

NEW TOWN CENTRE

Development Manual

**GAPP Architects and Urban Designers**

**Volume 1**

**The Development Framework  
and its  
General Terms, Guidelines and Requirements**

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## TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	DEFINITIONS .....	1
3.	UMHLANGA RIDGE’S POSITION IN THE REGION .....	1
3.1.	Durban as South Africa’s Eastern Gateway.....	1
3.2.	Creating a development anchor in the Northern Region .....	2
3.3.	The Gateway “Theatre of Shopping”.....	2
4.	THE DESIGN PHILOSOPHY OF UMHLANGA RIDGE .....	3
4.1.	A town centre as distinct from a suburban development.....	3
4.2.	Key elements of the “New Urbanism” .....	3
4.3.	The role of individual developers in realising the Umhlanga Ridge Vision .....	4
4.4.	Mixed use and a vibrant quality of urbane living .....	5
4.5.	Management, cleanliness and security as the key to a town centre of distinction ...	5
4.6.	Directing development to achieve excellence .....	6
5.	THE UMHLANGA RIDGE DEVELOPMENT FRAMEWORK.....	6
5.1.	The overall development vision .....	6
5.2.	Activity patterns and the use of land.....	7
5.3.	Incorporation of sidewalk uses with adjacent lots and sidewalk servitudes.....	9
5.4.	Circulation and movement.....	10
6.	OPEN SPACE AND LANDSCAPING .....	11
6.1.	The URNTC Open Space System .....	11
7.	UMHLANGA RIDGE’S DEVELOPMENT RIGHTS.....	13
7.1.	Special Zone: Umhlanga Ridge New Town Centre.....	13
7.2.	The provision for a Development Framework .....	13
7.3.	The Distribution of Rights .....	13
8.	THE PACKAGE OF PLANS APPROACH .....	14
9.	THE DESIGN REVIEW PROCESS .....	15
9.1.	The purpose of the development manual and the design review process.....	15
9.2.	Design Review Procedures .....	17
10.	CONSTRUCTION .....	20
10.1.	General construction provisions .....	20
10.2.	Procedures before construction commencement.....	21
10.3.	Site demarcation .....	22
10.4.	Contract and development signage .....	23
10.5.	Miscellaneous construction provisions.....	23
10.6.	Completion and sign off.....	25
	ANNEXURE A – REVISIONS TABLE.....	26
	ANNEXURE B – SIDEWALK SERVITUDE.....	28
	ANNEXURE C – USE AGREEMENT (SIDEWALKS) .....	32
	ANNEXURE D - TOWN PLANNING SCHEME ANNEXURES AND TABLES.....	37
	ANNEXURE E – DESIGN & CONSTRUCTION REVIEW SUMMARY & CHECKLIST.....	52

## 1. INTRODUCTION

The Development Manual is laid out in three volumes.

This volume, **Volume 1** lays out the relationship that the Umhlanga Ridge has to the region, the design philosophies on which it is based, the town planning context, and various processes put in place to manage both the development and ongoing operation of the New Town Centre.

**Volume 2** describes the specific architectural guidelines applicable to the mixed-use sites, which comprise the true urban core of the New Town Centre.

**Volume 3** describes the specific architectural guidelines applicable to the business park sites which frame the New Town Centre along its frontage with the surrounding major arterial roads, the N2 and M41.

The residential precinct lying between the mixed-use portions of the Town Centre and Prestondale is the subject of a further Development Manual which is to be read in conjunction with this overall Umhlanga Ridge Town Centre Development Manual (Volumes 1 and 2). Where any provisions or requirements of this additional Manual are in conflict with those of Volumes 1 and 2, these additional provisions of the additional Manual are to apply.

## 2. DEFINITIONS

In this document, the following terminology is used:

- “**Umhlanga Ridge**” refers to the Umhlanga Ridge New Town Centre
- “**The Association**” refers to the Umhlanga Ridge Town Centre Management Association
- “**The Design Review Committee**” or “**Committee**” refers to the Design Review Committee, a formalised sub committee of the Board of Directors of the Umhlanga Ridge Town Centre Management Association
- “**DMA**” means the Durban Metropolitan Area

## 3. UMHLANGA RIDGE’S POSITION IN THE REGION

### 3.1. Durban as South Africa’s Eastern Gateway

Umhlanga Ridge is situated in the northern region of the Durban Metropolitan Area (DMA). The size of population and economic role and growth of the DMA promotes its establishment as Southern Africa’s eastern gateway.

Based on the above, together with Durban’s, and Umhlanga’s particularly, top domestic tourist status, the DMA has significant potential to become a global player. In order for this to be achieved, however, the DMA needs to attract both local and

international investors. In this regard, the northern region is playing a significant role.

Extremely rapid growth has been seen in recent years in Durban's northern region. Commerce and tourism have driven this growth and are highlighted in the eThekweni Municipality's Integrated Development Plan as being the highest priorities for employment creation.

### **3.2. Creating a development anchor in the Northern Region**

Umhlanga Ridge is the largest of several new developments, which collectively represent a significant development dynamic in the DMA, but particularly in the northern region to the extent that a formal and efficient urban pattern of development is emerging in this region that includes:

- Tourism-based developments along the coastline, with the Umhlanga Rocks Village node forming a focal point;
- Residential development and associated services on sites within existing residential areas;
- Office park development to the south and south-east of Umhlanga Ridge;
- Hi-tech business park development potential in the area adjacent to the N2;
- Industrial and commercial development west of Mount Edgecombe, towards Phoenix and
- Golf and leisure estates southwest of Umhlanga Ridge, referred to as the Mount Edgecombe Country Club Estates 1 and 2.

The Spatial Development Framework (SDF) of the DMA identifies an activity corridor running northwards through Mount Edgecombe and Umhlanga. In the context of this corridor, Umhlanga Ridge is strategically situated at the nexus of regional movement patterns and is now established as one of six emerging nodes in the wider metropolitan area.

The scale of Umhlanga Ridge makes it one of the largest development initiatives in any of South Africa's metropolitan areas. It is widely accepted therefore, that this development should embrace the role of being a regionally influential development node and a major urban anchor in the unfolding, expanding metropolitan pattern of Greater Durban.

The development of Umhlanga Ridge is expected to create 24 000 new formal jobs and generate in excess of R60 million per annum in rates. This boost in economic activity and municipal revenue will be beneficial to the area as a whole, allowing for the upgrading of infrastructure and an improved quality of life in general.

### **3.3. The Gateway "Theatre of Shopping"**

Umhlanga Ridge lies at the core of a region that has become the investment and development focus of the DMA. This focus is epitomised by the construction of Old Mutual's multi-million Rand Gateway Theatre of Shopping.

The aim of this 136 000 m<sup>2</sup> complex is to create a "must-see" attraction within South Africa, while achieving the position of being one of the top shopping and entertainment destinations in the Southern Hemisphere.

The Gateway Theatre of Shopping has been designed to capture the spirit of "The New Urbanism" on which Umhlanga Ridge is based and it provides an exciting and dynamic activity core within the wider Umhlanga Ridge New Town Centre.

#### 4. THE DESIGN PHILOSOPHY OF UMHLANGA RIDGE

##### 4.1. A town centre as distinct from a suburban development

The overriding design philosophy is to develop a **new town centre**. The designated site is vast, well located relative to existing movement patterns and visually and physically accessible. For comparative purposes, it is interesting to note that this site is of the same order of magnitude as the area comprising central Johannesburg.

The planned use of Umhlanga Ridge is consistent with the area's niche role in metropolitan Durban and with the Municipality's efforts to maximise its comparative advantages in a global context. This development will become the anchor for future development in the northern region, and will consolidate and expand the already established investment focus in the region. Furthermore, this site will become an important development hub over time, in anticipation of the future growth of Verulam and Tongaat and will strengthen linkages with other peripheral areas such as Phoenix, Ottawa and the Dolphin Coast.

For Umhlanga Ridge to fulfil its role as the core of an emerging, complex urban node, it must rise above the suburban character of the surrounding developments. Trends in the past have been to develop stand-alone single-use commercial developments in suburbia that create a sea of sterilised parking zones around internalised shopping malls or offices.

A determined move away from this pattern of development has emerged and is encapsulated in the "**The New Urbanism**" philosophy. As a new town centre of distinction, Umhlanga Ridge will thus promote a complex range of opportunities and activities, including commercial activities, service industries, residential development and civic activities. The Gateway Theatre of Shopping provides a concrete example of developing in accordance with the principles espoused in the New Urbanism.

##### 4.2. Key elements of the "New Urbanism"

The design of the new town centre is based on the principles of "**The New Urbanism**" embodying the following concepts:

- An **urban intensity** of scale and an **urbane character** of development are proposed. To this end the public environment is re-established as the basis of town life in which a much broader variety of urban opportunities may be realised by a far wider spectrum of society. This is to be achieved through a principle of

“accommodating pedestrians first” and by emphasising the human scale of development.

- The structure of the town is based on boulevards, vistas, urban squares, avenues, lanes and parks, all creating a memorable place in which it is easy to orient oneself.
- There is thus an emphasis on the quality of the public environment and the importance of high quality streetscapes, open spaces and squares. A **well maintained, clean, attractive** and, above all, **secure environment** is a hallmark of the town.
- An emphasis on **easy safe convenient and pleasant pedestrian movement** co-ordinated with **ease of vehicular movement and access to well located, safe parking areas**. To this end a legible urban environment based on a formal road system is promoted.
- An emphasis on **mixed-use developments** encouraging the complex integration of retail, commercial, office, entertainment and residential activities. Integration of urban activities is a distinguishing hallmark toward emphasising principles of mixed-use.
- The **de-emphasis of a car-dominated environment** and the visual intrusion of unattractive parking areas, particularly on-surface parking.
- The encouragement of **excellence in the quality of private developments** in terms of their appeal to the market, their architectural expression, the use of high quality materials, attention to design detail and, above all, the creation of vibrant, people-friendly places.

#### **4.3. The role of individual developers in realising the Umhlanga Ridge Vision**

The primary development response required from individual developers, from a design point of view, is that of using their buildings to define space. That is, rather than buildings being designed as objects standing in isolation in the space of the public and private environment, buildings are used in grouped form to define the edges of the public environment. Thus buildings are encouraged to be designed to stand on their boundary lines and collectively form a human scale of the space allocated, for example, to a boulevard or avenue, where a feeling of containment and natural surveillance gives the public environment the sense of scale, safety and security typical of many older Middle Eastern, European and American towns and cities.

In responding to the street spaces, parks or urban squares making up the public environment of the New Town Centre, buildings are also encouraged to come as close to their neighbours as possible, preferably abutting them. The definition of the public environment is thus one of continuity so that large gaps are not left in the urban fabric. This provides pedestrian continuity, fosters interest and maintains a pleasurable experience along the length of roads or around public places.

#### **4.4. Mixed use and a vibrant quality of urbane living**

The activities and uses within buildings at ground floor level are also critical to maintaining this sense of continuity and a vibrant, urbane life and developers are encouraged to use the ground floor, as far as possible, for retailing, entertainment, restaurants and uses that can flow out onto the sidewalk space adjacent to the building.

Above ground floor, the design of the building and the uses on the upper floors are to encourage looking out onto the public environment and in this regard the facing out of office and residential uses from upper floors, together with balconies, is encouraged.

Height of buildings is also a critical ingredient to the spatial qualities of the town centre being sought. Far from adding to the sense of urbanity and enclosure of the public environment, unremarkable one and two storey developments detract from it and give the impression of a lifeless, unmemorable place. Developers are thus encouraged to develop to three and four storeys (with five or six being further encouraged) with bulk and coverage allowances being formulated to enable this. Where two storeys are to be developed, certain requirements have been devised to achieve as accentuated a vertical profile of such buildings as possible.

The character of the New Town Centre is strongly linked to the street grid and prominent corners created by diagonal vistas through this regular grid. Developers are therefore encouraged to accentuate the design of these corners and to pay particular attention to their importance in the overall townscape. In instances where vistas in the townscape make certain sites particularly prominent, it is required that developers on these sites be particularly mindful of points of architectural accentuation in their buildings.

The lifeblood of the town is tied to the ease with which people can get to it by car, and park conveniently and safely. In the medium to longer term there will be a move to a high proportion of town centre users being residents and the growing viability of public transport systems, which will reduce reliance on private vehicles. In the short term it is important that the car is not allowed to impose an indelible character on the town centre as simply being a place of wide, fast-moving roads and vast expanses of surface parking. A specific concern of this Development Manual is thus to ensure that car access to individual buildings and parking facilities is handled as far as possible as a co-ordinated and integrated design exercise.

#### **4.5. Management, cleanliness and security as the key to a town centre of distinction**

Vibrant, high quality use of sidewalks, their maintenance and a sense of safety are all aspects encouraged by the Development Manual. For this reason, all sidewalks are under the control of the Association, which is responsible for their maintenance, cleansing and security arrangements. It is anticipated that lot owners may wish to enter into an agreement with the Association in order to use the sidewalk area as an extension of the activities on the adjacent lot and a standard Use Agreement is available to regulate this.

A high degree of the town centre's security needs will be provided by the Association, together with the emphasis on natural surveillance and defensibility placed on each development in the design review process.

Each developer is nevertheless to be responsible for the security arrangements on a particular site. Apart from electronic systems and devices designed as an integral part of a building's architecture, fencing and perimeter security systems are discouraged and, where used, must only be of extremely limited extent and in terms of the guidelines noted elsewhere in the Development Manual. The emphasis for individual developments must be on designing the building itself in such a way as to create its own perimeter security without compromising any of the urban qualities set out above.

#### **4.6. Directing development to achieve excellence**

The Development Manual does not set out to prescribe any particular architectural theme or style, but rather to engender an awareness of urbane architecture as an integrating element of urbanism and memorable experience. Within the ambit of the parameters set out in the Development Manual, individual developers are exhorted to architecture of excellence and timeless, enduring quality. Adherence to a broad but integrated range of materials and colours will promote diversity within a common 'development language' that will promote the town's imageability and increase the sense of identity.

### **5. THE UMHLANGA RIDGE DEVELOPMENT FRAMEWORK**

#### **5.1. The overall development vision**

The Development Framework has been formulated on the principles of the New Urbanism with an emphasis on creating a new town centre with a human scale. This, as it has been applied to the formal, legal development framework, is based on a number of core principles:

- Using height controls, build-to-lines and architectural controls to achieve a sense of enclosure;
- Accommodating pedestrians first and ensuring that vehicular movement is subservient to the human needs of the town;
- Providing comfortable areas for pedestrian movement and creating beautifully landscaped formal parks linked into a wider open space system of boulevards, avenues and lanes;
- Encouraging taller, more impressive buildings in appropriate locations to provide landmarks in the built fabric;
- Crafting the qualities of the formal road system, acknowledging street-space as one of the primary viewing platforms and experiences of a town's excellence;



- Assisting people to orientate themselves in the urban environment through creating a distinctive hierarchical road structure and implementing a grid pattern that is clear and legible;
- Creating complexity and surprise through a mix of uses that mitigates against the sterility of suburban monotony;
- Using land use controls and zoning mechanisms that are creative, adaptable to the market as times and needs change and, above all, are driven by the promotion of design excellence;

## **5.2. Activity patterns and the use of land**

In achieving a vibrant town centre, the emphasis is on promoting mixed-use development where people live, work, learn, pray and play. The town centre thus has civic, retailing, office, commercial, ecclesiastical, educational, residential and recreational dimensions and a rich diversity in all of these is sought.

For this reason the dominant land use zone is ‘mixed use’ and encouragement is given to developments that integrate shopping at ground level (with or without sidewalk uses such as sidewalk cafes), two or three levels of offices above this, and one or two levels of penthouses above these in turn.

### **5.2.1 Retailing and Entertainment**

- The main retailing and entertainment precinct is in and around the Gateway Theatre of Shopping and the site east of it – specifically focused around Palm Boulevard, the epicentre of the prime retailing precinct
- Off-prime shopping and motortown retailing is centred in the western quadrant of the town centre related to the N2 and M41.
- “High Street” retailing and speciality “village” shopping, including antique stores, art dealers and restaurants is included in the strip linking from Autumn Drive southwards to the town gardens and Palm Boulevard beyond this.
- Corner retailing and local convenience stores are envisaged as being located according to emerging demand, primarily to serve the predominantly residential and office precincts within the town centre.

### **5.2.2 Offices**

- Prime office space is expected to focus around Palm Boulevard, the Town Gardens, Centenary Boulevard and Millennium Boulevard. All these elements will be lined with prestigious office developments and be central to the town’s predominantly Premium and A Grade office accommodation.
- The extensive nature of the Mixed Use Zone envisages that office development will be the majority land use in the town centre and fill the majority of the blocks.

### 5.2.3 Civic Facilities

- Sites totalling 9,8 ha have been designated for Local Authority uses. Should it be required, a new civic centre could be located to preside over Umhlanganathi, the town centre's main traffic circle and symbolically ceremonial space.
- Active leisure and sports facilities could also be included and prominent positions could be used for important pieces of civic architecture such as a library, magistrate's court, an art gallery, place of worship or museum. These civic and civic amenity aspects of Umhlanga Ridge are in the hands of the Local Authority.

### 5.2.4 Business Park

- A Business Park area has been retained along the N2 boundary and has been left undivided to allow for user specific requirements to be accommodated.
- This edge will be suitable for those mixed business uses of office, warehousing, distribution and high-tech industries that flourish with good access to and from the highway and highly visible exposure to passing traffic. This strip is envisaged to serve much the same market niche as does the high-tech strip along the N1 highway in Midrand, Gauteng.
- The Parkway principle is an important component of the Business Park use alongside the N2. This provides for a planted strip of natural coastal forest between the town centre and the N2.
- Volume 3 of the Development Manual deals specifically with this Business Park zone.

### 5.2.5 Mixed and Multi-Use

- Mixed-use and multi-use is an important principle within the town centre and the majority of sites are seen as being suitable for a wide variety of urban uses provided they are non-noxious and promote the image of a well-designed urban centre.
- For this reason the allocation of land uses has been as inclusionary as possible in order to promote a complex profile of urban activities and create diverse opportunities for a wide variety of entrepreneurs and a broad range of enterprises. This is especially the case in more intense Mixed Use 1 and Mixed Use 2 areas.
- This mixed-use zone accounts for the majority of the town centre and is the specific focus of Volume 2 of the Development Manual.

#### 5.2.6 Special Uses and Facilities

- The town centre abounds with prominent sites offering opportunities for flagship buildings in order to create landmarks for Umhlanga Ridge and signal its growth intentions.

#### 5.2.7 Residential Development

- There is a determination to encourage residential development as an integral part of the town centre's life. In urban terms these developments could take the form of penthouses on top of office blocks, blocks of good quality apartments or combinations of these.
- A substantial zone between the New Town Centre and Prestondale is zoned exclusively for residential development. This zone is intended to provide an enclave of high-quality, high density urban housing that creates residential address value within the town centre and buffers Prestondale from the full mixed-use nature of the town centre itself.
- The eastern extremity of this zone is conducive to 5 to 6 storey apartment developments, given the spectacular views of the sea, and it is anticipated that up-market apartments will set the residential tone for the area.
- Smaller enclaves within this zone may be identified and assembled according to market requirements for 'gated' community developments, up-market retirement villages and apartment developments trading on the
- Extraordinary convenience and lifestyle offered by the town centre.

### 5.3. Incorporation of sidewalk uses with adjacent lots and sidewalk servitudes

All sidewalks (defined as the area extending from the street frontage of a lot to the kerb-line of the adjacent road) are subject to a servitude in favour of the Association. This will enable the Association to ensure appropriate levels of cleanliness, safety, security and maintenance and provide for desired levels of formal usage by adjacent owners.

A Use Agreement may be entered into between the Association and a lot owner in respect of the sidewalk area.

Copies of the Deed of Servitude and the Use Agreement are attached as Annexures to this development manual. It should be noted that, while encroachment onto sidewalks is accepted and encouraged in the New Town Centre, developers are strongly advised to protect their interests by entering into a further Encroachment Agreement with the Local Authority in respect of any substantial encroachment by their development into, across or over sidewalk space.

## **5.4. Circulation and movement**

### **5.4.1 Transportation networks**

The transportation network is a fundamental component of Umhlanga Ridge and has been informed by the principles and vision of the town centre.

A Traffic Report prepared by BCP Engineers concluded that the total development of Umhlanga Ridge as envisaged in the Development Framework can be accommodated provided that additional road infrastructure is built if other undeveloped areas in the sub-region are developed.

In terms of the internal road network, the Development Framework is structured around a hierarchical transportation network. The sub-regional road network informs this network. Three main boulevards are proposed:

- The east-west boulevard (Centenary Boulevard) linking from Herrwood Drive traffic circle westwards to a proposed future West Bridge linking across the N2;
- The north-south boulevard (Millennium Boulevard / Millennium Way) linking Moreland Millennium Bridge northwards to Centenary Boulevard;
- Palm Boulevard forming the focal point of the outdoor shopping precinct on the eastern edge of the Gateway Theatre of Shopping.
- The remaining road network is set out in a grid pattern radiating off these main boulevards and from the main access and egress points into and out of Umhlanga Ridge. These occur from:
  - An access directly off the M41 from the N2 intersection side;
  - Several access points off Umhlanga Rocks Drive;
  - Access points crossing the M41 from Armstrong Avenue West over Moreland Millennium Bridge and the Canegate Bridge, and
  - Two accesses from Mt Edgecombe across the N2 in the western quadrant of the site, including a new linked interchange on the N2 when warranted,

It is important, in the broader sub-regional framework of corridor development from Umhlanga to Ballito, that development north of Umhlanga Ridge is integrated into a corridor based on the N2 and its parallel north-south routes, Herrwood Drive and the M4.

The road infrastructure of Prestondale is thus incorporated into the planning of the road network of the town centre. For example, Autumn Drive is integrated

into the circulation pattern of the development framework with several points of intersection proposed. Four proposed intersections on Autumn Drive, at Pioneer Close, Wager Avenue, Albizia Road and Preston Drive are aligned so as to form northward connections from Umhlanga Ridge and promote the integration of Prestondale as a residential enclave adjacent to the new town centre.

#### 5.4.2 Taxi and bus operations

Public transport is envisaged to make use of stops on Umhlanga Rocks Drive and along Millennium and Centenary Boulevards. In the longer term, it is envisaged that the main public transport routes will be aligned through Umhlanga Ridge along the primary north-south and east-west axes.

In the initial stages, the main taxi ranking facilities are provided within the south western corner of the Gateway Theatre of Shopping and in the existing Umhlanga Rocks Village.

#### 5.4.3 Pedestrian Circulation

An overriding ethic for the town centre is its “pedestrian friendliness” with the emphasis being on a well-designed, maintained, controlled and safe environment.

The shopping malls within the Gateway Shopping Centre are regarded as a pedestrian precinct within the overall town centre and are networked outwards to link into the mixed-circulation grid of the town centre. The Shopping Centre anticipates this by having several points of entry that coincide with the wider circulation patterns of the town centre.

As development of the larger development parcels within the town centre proceeds, the principle of opening up additional mid-block pedestrian links is to be observed in order to make the urban system as permeable as possible for pedestrian movement.

## 6. OPEN SPACE AND LANDSCAPING

### 6.1. The URNTC Open Space System

In the design of the New Town Centre, ecologically significant features on site have been accounted for and have been incorporated into the framework to add value to the aesthetics, legibility, and sense of place and linkage. The structure of the open space system is a crucial element of the New Town Centre and caters for the following needs of its users:

- Bio-physical
- Active and passive recreation
- Visual and aesthetic
- Storm-water management

- Landmark
- Sense of place

The system is conceived as a network of prominent parks, of varying size, linked together with linear parkways incorporated within the road reserves of the town centre. Components of the open space system comprise:

- **Palm Boulevard** as the focus of the retailing hard core, being a combination of special paving areas, slow moving traffic, sidewalk cafés, water feature and green park linking from the shopping centre's Palm Court to the Town Gardens;
- **Ptn 14 of Erf 2511**, 2,06 hectares in extent representing the Town Gardens and being the most important single piece of park modelled on Mitchell Park in Durban, possibly incorporating an open-air amphitheatre;
- **The northern extremity of Site 390/2** being part of the civic precinct and forming an entry to the town centre from its north western edge through the residential area. A pronounced low point in the site is to be utilised to create a storm water attenuation facility and associated landscaped area;
- A 30m wide **median** running the length of **Centenary Boulevard** incorporating the grove of natural forest left intact by Marshall Campbell and containing particularly good specimens of indigenous trees provides a prominent linear parkway as a spine for the town centre's development;
- The formal planting of **street trees** along the **primary boulevards** and **median strips** in order to define traffic channels distinct from the pedestrian sidewalks they shelter;
- The creative use of **traffic circles** for visual amenity and distinctive landmarks developed around a core planting mix;
- A secondary **order of street tree planting** used to define important avenues in the town centre's structure with the emphasis on developing a street canopy that arches over the carriageway from both sides of the road;
- A tertiary **order of street trees** used to define the lower order streets within the town centre;
- Sidewalks include **formal planters**, which demarcate the pedestrian zone, provide a sense of separation from the streets and help in defining street hierarchy;
- The extensive **embankment edges of the M41, the N2** and the La Lucia interchange on the N2 are to be reinstated with natural coastal forest vegetation;
- The extension of this **forest matrix** along the major road edges is to be augmented within a defined planting on all sites fronting onto these roads;
- A series of smaller scale parks together with widened median areas are anticipated within the residential areas adjacent to the town centre.

## **7. UMHLANGA RIDGE'S DEVELOPMENT RIGHTS**

### **7.1. Special Zone: Umhlanga Ridge New Town Centre**

The zoning of Umhlanga Ridge is Special Zone: Umhlanga Ridge New Town Centre. This zoning replaces earlier rezonings and consolidates a significant package of development rights consistent with the building of a new town centre on the founding principles of the New Urbanism.

In order to enable the appropriate development, growth and management of the new town centre in a manner that will enable the realisation of the vision and principles on which it is based, a new Town Planning mechanism was introduced. The mechanism sets out to provide certainty on key aspects relating to the control and management of the new town centre while providing flexibility and adaptability to enable it to evolve and develop naturally and in an appropriate manner in keeping with the vision of the zone.

The mechanism adopted is the creation of a Special Zone, which allows specific conditions to be attached to the development of the new town centre. These conditions are set out in Annexure C, Table C and Table D of the zone. These Annexures and Tables form Annexures to this development manual.

### **7.2. The provision for a Development Framework**

The intention is to create a unique partnership between the Local Authority and the Primary Developer (i.e. Tongaat Hulett Developments) in the development of Umhlanga Ridge.

The essence of the development framework relates to the ability to allocate and distribute rights (bulk floor area) in a facilitatory and flexible manner according to pre determined limits on density, height and other controls.

The Development Framework's key determinants are minimum and maximum FAR and Height controls applicable to each site.

### **7.3. The Distribution of Rights**

The total rights applicable within the Special Zone: Umhlanga Ridge New Town Centre are 633 000m<sup>2</sup> of bulk. These rights are held in a 'Rights Bank' and are to be distributed and allocated in phases by the Primary Developer in terms of the Development Framework.

The approximate intended allocation (currently) of rights in the rights bank is as follows:

Land Use	Description	Minimum Bulk (m2)	Maximum Bulk (m2)
Mixed Use 1	Commercial, Retail, Office, Residential	377 418	476 297
Mixed Use 2	Commercial, Retail, Office, Petrol Filling Station and Residential	35 285	53 057
Business Park	Business Park / Commercial uses	33 273	90 005
Parking facility	Parking, Limited Commercial/Retail	0	7 649
Open Space/ Recreation	Open Space/Recreation with limited associated uses	0	1 789
<b>APPROXIMATE TOTAL MAXIMUM BULK</b>		<b>445 976</b>	<b>628 797</b>

All development rights (bulk floor area) are drawn down from the Rights Bank that has been allocated to the Primary Developer. A developer is required to build to at least the minimum required level and intensity initially and has an option (generally for a period of four years) in which to take up any additional development rights (bulk floor area).

Land use categories within the zone

Whilst Table C provides the overall permitted land uses and types of buildings within the zone, the Development Framework is divided into five basic land use categories which are in accordance with Table D and which provide the primary level of management guidance.

The land uses indicated in the Development Framework, namely Mixed Use 1, Mixed Use 2, Business Park, Open Space / Recreation and Parking Area / Parkade are therefore not zones but are the primary level of land use management which assists in providing greater certainty for the Local Authority and the general public.

The general land uses within each of these Land Use categories are laid out in detail in Clauses z to dd of Table D, which forms an annexure to this document.

## 8. THE PACKAGE OF PLANS APPROACH

Umhlanga Ridge, from a planning and development context, is structured around a package of plans approach. This package of plans is comprised of the following five key elements: -

- (1) **A contextual framework** setting out the overriding vision and role the new town centre is to play in the sub-region and the broad range and quantum of development rights warranted by the area as an emerging node
- (2) **A development framework** establishing the legal entity, road layout, block subdivision, activity patterns, general distribution of bulk, height, coverage and design intentions and infrastructural inputs
- (3) **Precinct plans** submitted by the primary developer in terms of which detailed development packages are derived, development rights allocated, detailed



design controls and guidelines prescribed and implementation of the public environment undertaken;

- (4) **Site development plans** submitted by individual developers indicating how the development of individual sites is to achieve the development intentions of the town centre, how access and egress is to be handled, the resolution of on-site parking and site works, and how the design controls and guidelines have been achieved to the satisfaction of the Council and the Design Review Committee;
- (5) **Building plans** submitted by individual developers for approval by the Design Review Committee and the Council in terms of detailed design aspects and the National Building Regulations (NBR) requirements.

## **9. THE DESIGN REVIEW PROCESS**

### **9.1. The purpose of the development manual and the design review process**

9.1.1 Umhlanga Ridge is developed by Tongaat Hulett Developments (Pty) Limited (THD) referred to as the Primary Developer. This Development Manual sets out the design directives, requirements, intentions and guidelines in terms of which individual sites are to be developed in Umhlanga Ridge. It is the intention that detailed designs are to be prepared within the guidelines of the Development Framework and the precinct plans, and that these designs are to be subject to a design review process.

9.1.2 The spirit of the Manual is one of co-operation and a collaborative ethic to achieve jointly a meaningful, inclusive, vibrant and successful town centre that reinstates the importance of mixed-use, people-oriented nodes in an increasingly complex metropolitan system. Without impinging on the creative merits of individual designers, and without detracting from the identities of individual developers and users, an overall integrity is sought for Umhlanga Ridge, which adds address-value and appreciating property values to each development within the town centre.

9.1.3 In addition to the Manual, and working within the framework provided by the Manual, a Design Review Committee will scrutinise developments intended for individual sites within the town centre. The objectives of this scrutiny will be:

- To ensure that the overall design intentions of the town centre are being met.
- To establish patterns of development between sites that further the intentions of the town centre and achieve synergy between developments.
- To co-ordinate the shared use of vehicular access, parking, loading, access to utilities and service facilities between developments.

- To ensure that both the minimum and maximum limits on development of each site are complied with.
- To monitor the extent to which the design directives and guidelines are being met.
- To monitor the use of bulk in Umhlanga Ridge in terms of the overall development framework and the precinct plan to which the site is subject.
- To ensure that the rights of any adjacent site are not negatively impacted by a proposed development.
- To ensure that the development of any particular site is in keeping with the character of the precinct of which it is a part and constitutes a development of quality in that specific context.

- 9.1.4 Working within the framework of the Manual and subjecting individual developments to design review is intended to protect both the value of the overall town centre and the interests of individual developers, who have the security of knowing that all developments within the town centre undergo the same formal review. Extensive effort on the part of the Primary Developer has gone into creating an overall ambience of exceptional quality and it remains for the Manual and the Design Review Committee, in collaboration with each developer, to ensure that this is extended to commensurate standards of excellence.
- 9.1.5 Each developer within the town centre will own the site in freehold title and will become a member of the Umhlanga Ridge Town Centre Management Association (the Association), which covers the entire extent of Umhlanga Ridge. The Association is an association incorporated under Section 21 of the Companies Act and has the responsibility for the management of the overall town centre, including designated portions of the public roads traversing the town centre.
- 9.1.6 Nothing in this Manual, or the design review procedures, releases a developer from compliance with the requirement for approval by the local authority in terms of its relevant by-laws and regulations or the requirements of any other relevant authority.
- 9.1.7 The Association shall have the right at any time to add to or amend the Manual provided that any addition or amendment shall only be made after due consultation with the Design Review Committee.
- 9.1.8 No building may be erected within the town centre, nor any site works undertaken, nor any plans submitted to the local authority, without first having obtained the approval of a site development plan by the Design Review Committee on behalf of the Association.
- 9.1.9 Once the Design Review Committee has approved a site development plan, such site development plan must be submitted for the approval of the local authority.

- 9.1.10 Once the Design Review Committee has approved a site development plan, building plans may be submitted for the Design Review Committee's approval. Building plans may only be submitted to the local authority once the local authority has approved the relevant site development plan and the Design Review Committee has approved such building plans.
- 9.1.11 No early start on site in respect of earthworks, piling, foundations or any other works will be promoted by the Design Review Committee or the Association. Any early start on site will be a matter solely between the developer and the local authority and minimum prerequisites for asking for an early start will be that a site development plan has been approved by the local authority, building plans have been submitted to the local authority, the first round of referrals has been made by the local authority to the applicant and that the applicant has attended to, and resubmitted such plans to the local authority.
- 9.1.12 Buildings on individual sites must be designed by a Professional Architect (Pr Arch) appointed in terms of the standard S.A. Institute of Architects' Client/Architect agreement to prepare designs, full documentation and undertake site supervision. In all matters related to design and aesthetics, the architect is to be the client's principal agent throughout the design, documentation and construction phases of the project.
- 9.1.13 Landscaping on individual sites is to be consciously designed, specified and supervised as representing a critical element of the design of the development. Detailed requirements are laid out in Volumes 2 and 3 of the Manual.
- 9.1.14 The Design Review Committee will be appointed by the Association in terms of its Articles of Association. From time to time a scrutiny fee will be determined by the Association in terms of its rules and levied on applicants. A retention amount as determined by the Directors of the Association from time to time is to be lodged with the Association, which amount will only be refunded to the applicant on receipt of the Design Review Committee's Certificate of Compliance noted below. Until such time as the Design Review Committee's Certificate of Compliance has been issued, the developer may not transfer ownership of the building to a third party.
- 9.1.15 The Design Review Committee will be authorised to review and act on development proposals in accordance with the procedures set out in the Manual and applying its judgement against the Manual. In special circumstances, the Design Review Committee will be entitled to consider modifications or waivers of certain requirements laid down in the Manual.
- 9.1.16 Each development proposal will be reviewed, as the design for the building evolves, as set out in the Design Review Procedures below.

## **9.2. Design Review Procedures**

- 9.2.1 Pre-design briefing and statement of intent

Before any design is initiated, a member of the Design Review Committee will brief the developer and architect and clarify the mutual design objectives, the characteristics of the particular site, its detailed development parameters, servicing considerations and special requirements, if any.

Following this briefing, the applicant is to submit a written statement of intent noting the development objectives for the site. This is to include the bulk to be realised, the height and coverage to be achieved, an indication of how parking, access, servicing and any special design intentions are to be achieved, the brief to the design team and its scope of work, a draft schedule of accommodation and land use and an indication of the budget for the development in terms of the building itself, the landscaping of the site and the package of professional fees.

The submission of this statement of intent and its broad acceptance by the Design Review Committee, the Primary Developer and the Local Authority is a critical step in the development process. Applicants are strongly advised to ensure that this step is not overlooked, as failure to comply at this stage could lead to significant frustration and cost if the design and concept is further developed on the basis of some fundamental issue not acceptable to any of these parties.

#### 9.2.2 Outline design submission and preliminary sketch plans

In light of the mixed-use nature of Umhlanga Ridge and the proximity of developments to their neighbours, the preparation of the outline design proposal, concept plans and preliminary sketch plans is an iterative process requiring constructive engagement between the developer and the Committee. Emphasis at this stage is on an exploration of development concepts and early design development sketch plans of a preferred alternative. Rough work-in-progress drawings and rudimentary study models are encouraged rather than slick, well-rendered presentations and the Committee will consider the proposed development in block, diagrammatic and conceptual form relative to site configuration, overall layout, site levels, pedestrian and vehicular access and egress points, services connections, parking provisions, proposed bulk, height and building envelope, influence on existing or proposed adjoining developments, major elevations and architectural features. The Committee will then indicate its satisfaction with the outline proposal and request the developer to undertake preparation of a Site Development Plan (SDP) for the Committee's consideration.

#### 9.2.3 Site Development Plan review and approval

Site Development Plan documentation is to be at a minimum scale of 1:200 and is to include plans, sections, levels, indicative elevations including signage zones, pedestrian and vehicular access and circulation, parking arrangements (including, if applicable, specific reference to any off site parking in the central core parking facility), services connections and service areas, general landscaping proposals, overall bulk, height and other site controls, and, if required by the Design Review Committee, a crude cardboard design study model, at a scale of 1:200.

Particular reference is to be made to adjacent developments and how the proposal, with its proportioning system and intended activities, will relate to its context, the street, its neighbours and any other public or semi-public space. The layouts must deal clearly with the interface with paving, landscaping and other features of the public domain and with the central parking court (where applicable). Treatment of elevations, materials, colours and textures is required to be dealt with at this stage in indicative form only. A comprehensive list, with contact details, of the professional team including the Architect (specifying whether he is the principal agent) and, as applicable, project manager, structural engineer, traffic engineer, mechanical/air conditioning engineer, landscape architect, fire consultant and any other professional, is to be included with the SDP submission. When satisfied, the Committee will approve the SDP and allow the developer to submit the approved SDP to the local authority for its consideration and approval. The submission to the local authority shall in addition to the requirements above, include the Design Review Committee's letter of recommendation and all plans duly signed and stamped on behalf of the Committee, (Draft) SG diagrams, (Draft) title deeds and confirmation from the Association and/or the primary developer regarding any encroachments, servitude relaxations or use of the central parking core for parking or circulation. Once the SDP has been approved by the Committee, the developer may proceed with the preparation of building plans for submission to the Committee

#### 9.2.4 Detailed design approval of building plans

The documentation required for the Committee's detailed design approval is approaching, but not as exhaustive as that required for local authority building plan submission. It includes a refinement and development of all the details submitted at site development plan stage, plus dimensioned plans, sections and elevations at a scale of 1:100, one or more detailed sections indicating typical and, where necessary, special construction details at a scale of 1:20. A detailed landscaping plan, including final land forming and planting types at a scale of 1:200 is also to be included. A detailed signage policy describing and detailing signage zones and signage specifications is to be submitted and approved as part of this approval stage. A schedule of materials, colours and other relevant finishes is required in respect of the building's exterior and public lobby areas at ground floor. All information is to be submitted in triplicate in hard copy and in an electronic format acceptable to the Committee. Only on approval of the plans by the Committee may the applicant submit building plans to the local authority for approval.

#### 9.2.5 Construction review and review of detailed items

A member of the Design Review Committee, or its representative, may attend site meetings from time to time in order to assist in the development process and maintain on-going review of the building through the construction phase. The Design Review Committee will, at an appropriate time suitable both to the applicant and the Committee, convene further design review meetings and in situ inspections to consider detailed items in respect of lighting, specific signage applications in terms of the approved policy, landscaping and other detailed items that may arise. All lighting and signage proposals and pro-forma tenant lease agreements in respect of these are to be approved by the

Committee prior to an Occupation Certificate being applied for from the local authority. It is an express intention of the construction review process that site and construction management, site establishment, public safety, hoarding, screening, delivery of materials, management of construction traffic and site personnel all receive due diligence and attention. All construction operations are to be carried out strictly in conformance with the rules of the Association.

#### 9.2.6 Final certification of compliance and As Built Drawings

On practical completion of the building and all site works, including landscaping, the developer is required to submit to the Committee one full set of As Built drawings in hard copy, plus in electronic format acceptable to the Committee. On receipt of the As Built Drawings, one or more members of the Committee will, together with the developer and architect, inspect the building in respect of compliance with approved plans, signage, lighting, landscaping and discussions held at prior reviews. Once satisfied that the development complies with the Committee's requirements, the Committee will issue a Certificate of Compliance on behalf of the Association. Only once this certificate has been issued will the development be considered "complete" in terms of the Articles of Association of the management association and only then will the applicant be due the retention noted above and have the right, should the developer choose, to transfer ownership of the building to a third party.

## 10. CONSTRUCTION

The ethos of the Town Centre is one of excellence in the management of all aspects of the environment. Construction activities within the Town Centre require to be carried out in a manner that supports this ethos and is mindful of the rights of landowners, businesses, residents and members of the public using the Town Centre.

Accordingly, the Association has adopted specific rules as follows to regulate construction activities in the Town Centre and all construction work shall comply with such rules and will be subject to review in terms of its compliance with these rules.

### 10.1. General construction provisions

It is in the interests of the Association's members and their tenants that the conduct and performance of on-site contractors are exemplary throughout the Town Centre's development. To this end it is required that certain matters related to tendering and construction procedures are regulated by the Association.

Whether a negotiated or open tender, the nature of any construction tender is to be reported to the Association. The Association may require that an additional contract governing due performance be entered into between the member and the Association.

All construction work shall be subject to an Environmental Management Plan [EMP] which shall be submitted to and approved of by the Management Association and

Local Authority. The developer shall be liable for ensuring strict compliance with such EMP.

In the case of all developments and irrespective of tender procedures and the proposed appointment of a successful tenderer, it is required that the Association receives a full report on the successful tenderer and the position regarding bank guarantees. Where the successful tenderer's work is unknown to the Association, the Town Manager may require such contractor to apprise the Association of previous work.

In all instances a deposit to be determined by the Directors and currently set at:

- R200 000 if paid in cash [any interest to accrue to the Association]; or
- R250 000 if in the form of a guarantee. Such guarantee is to be an irrevocable and unconditional guarantee from a registered South African Bank and is to be in a form acceptable to the Association;

is to be lodged with the Association, to cover fines imposed, damages to the public and semi-public domain and failure to comply with due performance criteria, late finish or failure to complete the contract satisfactorily. The Design Review Committee may require that the deposit be provided before plan approvals are granted. In all cases the deposit shall be provided before the site will be handed over to the developer for construction to commence and shall be retained for a minimum of four (4) months after the issuing of the completion certificate.

Where in the opinion of the Town Manager, the risk of or actual damage to public infrastructure renders the standard deposit to be insufficient, the Town Manager may require an additional deposit to be lodged with the Association.

A Clerk of Works, at the discretion of the Association, may be appointed to ensure due performance of contractors in respect of the interests of the Association. The Clerk of Works or in the absence of such appointment, the Town Manager, shall report to the Design Review Committee in this regard.

## **10.2. Procedures before construction commencement**

Prior to commencing any construction work, members are to furnish to the Association, for approval by the Town Manager, full particulars of the following:

- contractors' intended site establishment,
- arrangements for contractors' entrances, materials and plant storage,
- fencing and hoarding details,
- site office arrangements,
- security of the site and ensuring security for adjacent sites,
- any proposed encroachment by construction activities beyond the site boundaries and how these are to be managed;
- contract and commercial signage

- site management procedures including provisions relating to hire of casual labour and to vendors supplying the on site labour force
  
- drawings indicating:
  - the position of concrete trucks during pouring
  - pole installation methodology for hoarding line – with detailed section
  - 1:20 section of the crane base, clearly indicating existing services
  - site office
  - material storage and material delivery zones
  - all existing services and how the services will be protected

In addition, on commencement of construction and as construction proceeds, members shall furnish the Town Manager with updated copies of work programmes and sub contractors' responsibilities to enable the Town Manager to monitor progress and report back to the Design Review Committee.

### **10.3. Site demarcation**

For all sites, specific site demarcation is required. The following provisions apply in this regard:

- A 2.4 m high solid (shutter board) hoarding screen shall be erected on the site boundary;
- Substantial, lockable gates shall be provided at approved access / egress positions;
- The hoarding shall be maintained in a good condition free of posters, advertising, graffiti etc and be neat at all times;
- Should the Design Review Committee consider that special hoardings are required in any circumstances, including covering over sidewalks and other areas where members of the public may be at risk from building activities, its decision shall be binding on the member, who shall ensure that all such requirements are complied with;
- Unless issued with a permit from the eThekweni Municipality, a copy of which is to be lodged with the Management Association, permitting the use of the parking bays adjoining the construction site, the hoarding is to be erected and maintained on the line of the kerb.
- Should such permit have been issued, then the hoarding is to be erected at road edge on the outside of the parking bays and the following conditions shall apply:
  - Any damage to the parking bays and/or any of the services shall be repaired, under supervision of the primary developer's engineers, for the account of the member.



- The member shall, at his cost, arrange for the Association's landscape contractor to remove the existing trees, bag and store them for reinstatement once construction has been completed or protect, clean and water the trees in a manner acceptable to the Management Association's horticulturist.
- In the areas of road access servitudes, details of hoardings both above and to the sides of these areas must be submitted to and approved by the panel prior to erection.

#### **10.4. Contract and development signage**

Contract and development signage is to comply with the relevant signage rules of the Association. The member shall acquaint himself with such rules and ensure that his professional team and contractors are made aware thereof. Members are encouraged to make use of the Umhlanga Ridge logo and branding. To assist in this, details of the branding and identity of the Umhlanga Ridge Town Centre are available on the project web site [www.umhlangaridge.co.za](http://www.umhlangaridge.co.za)

#### **10.5. Miscellaneous construction provisions**

The site shall be kept tidy and in a workmanlike condition at all times and building works, whether permanent or temporary, may not encroach onto any adjacent site or the public domain without the prior written consent of the Town Manager.

Contractors are required to conduct all building work / storage / delivery / offices within the areas of the site as defined by the boundary pegs.

Construction is permitted during the following hours:

Monday to Friday : 06h00 to 18h00

Saturday : 08h00 to 13h00

Sunday & Public Holidays : NO construction permitted

Should a relaxation of these hours be required, application is to be made to the Management Association.

Failure to comply with the construction hours will result in a fine of R5 000.00 per occasion such cost to be deducted from the deposit paid in terms of clause 10.1.

The unloading and storage of building materials is only permitted on-site, within the hoarding and any materials unloaded outside of the hoarded area will become the property of the Town Centre Management Association and shall be removed and sold.

Contractors' and/or their sub-contractors' vehicles are prohibited from driving either up or down Palm Boulevard without having first obtained the Management Association's consent. The repair of any damage of whatsoever nature caused by contractors' vehicles, whether or not consent was first obtained, shall be for the account of the contractor.

No street may be used for delivery, lifting, storage or handling of any equipment or material. Use of adjoining properties for delivery, lifting storage, handling of any

equipment or material or site offices will not be permitted without the written permission of the land-owner, a copy of which is to be lodged with the Management Association.

No building or excavated material shall be dumped anywhere within the Town Centre or adjacent areas without the prior written consent of the Town Manager. Any building or excavated material dumped on adjoining streets and/or properties without consent is to be removed immediately and the area cleaned by the member, failing which, the Town Manager will arrange for this to be done the cost of which will be for the member's account. In addition, the member will be fined an amount of R5 000.00 per occasion such cost to be deducted from the deposit paid in terms of clause 10.1.

All landscaping and infrastructure surrounding the site, whether above ground (trees, paving, lampposts, signs, roads and sidewalks, etc.) or buried (Services lines, irrigation, ducts etc.) shall be protected at all times. The member shall be responsible to ensure that his development team acquires all services layouts and prove all services before commencement of work. Owing to the fact that construction frequently takes place on zero building lines, members are specifically warned that lateral support structures will generally be required around basement or other excavations.

Any damage to any infrastructure shall be immediately notified to the Town Manager, who shall undertake necessary repairs to the account of the member. In addition a fine of R5 000.00 per occasion will be imposed such cost to be deducted from the deposit paid in terms of clause 10.1.

No water run off onto adjacent sites or public areas around the site shall be permitted.

Members shall implement steps to control wind blown dust generated from construction sites and mud / dust deposited on surrounding roads during construction to the approval of the Town Manager. In this regard:

- Vertical screening to the full height of the building is to be erected and maintained on all exposed elevations of the development ahead of the casting of each level so that damage, dust and views into adjoining properties is controlled.
- The member shall be responsible for the removal of any building debris, including mud, sand, concrete and the like and for the cleaning of the road outside the designated building site. Should the road not be kept in a condition acceptable to the Town Manager, the Town Manager will arrange for the cleaning of the road, the cost of which will be for the member's account. In addition the member will be fined an amount of R5 000.00 per offence such cost to be deducted from the deposit paid in terms of clause 10.1

Any damage caused by the developer, his contractors, sub-contractors and suppliers to the tarmac surface of the roads bordering the site shall be made good by the developer who will be required to resurface the entire block frontage from pedestrian crossing to pedestrian crossing as specified and under the supervision of the primary developer's engineers.

At the developer's cost, existing irrigation water will be disconnected prior to site hand-over and reconnected on completion.

The Management Association will provide, at the developer's cost, two labourers per site to ensure that any foreign material deposited in the public road is immediately removed.

Any damage to adjoining properties shall be repaired / repainted / made good immediately the damage occurs and not left until the end of the contract.

The developer shall employ at least one security guard for both a day and night shift for the period that the building is under construction and until occupation takes place. The security guard shall have communication to a response facility. To maintain a secure environment, the developer shall ensure that continuous and adequate communication takes place between his security service provider and that of the Management Association.

For security purposes, the construction site shall, for the duration of the construction period, be illuminated after dark. The minimum requirement is that the ground level and all levels below ground level shall have adequate illumination to make it possible to walk through the area without additional illumination.

The Association may from time to time prescribe penalties applicable in the event of any of these construction provisions being transgressed. The member shall be held responsible for the actions of all contractors, sub contractors and suppliers engaged in the construction works and shall be liable for the costs of any repair or fine arising from these provisions.

#### **10.6. Completion and sign off**

On completion of the contract, the Design review Committee will carry out an inspection of the site and, if satisfied, issue a Certificate of Compliance in respect of the overall site. Such certificate is a prerequisite for official hand over and for repayment of the retention noted in 10.1 above.

## ANNEXURE A – REVISIONS TABLE

Although divided into three volumes, this Development Manual is regarded as a single document and all three volumes (and the fourth as envisaged later) are issued with the same Revision Number and issue date.

This table records the date and nature of revisions undertaken to the Manual.

Revision No.	Date of Issue	Comments / Nature of Revision
1.0	October 2000	First revision published.
1.1	3 November 2000	GAPP undertook revision of Business Park guidelines and removal of reference to unidentified annexure (Volume 3). Numbering of all revisions updated. Revisions table added to Volume 1.
1.2	7 March 2001	Volume 1 updated in respect of the design review process and introduction of review of the site development plan as a separate step. Summary and Checklist for the design review process added as an annexure to Volume 1. Volume 3 updated in respect of the fencing specifications and in respect of signage provisions, particularly as they relate to showrooms.
1.3	26 November 2001	<b>Volume 1</b> updated by additions to the section dealing with the overall vision, a paragraph relating to Sidewalk servitudes, updating of the table of rights, additional clauses regarding plan submission requirements and commencement of site operations, extensive revision of the section dealing with Design review procedure and requirements, addition of Annexure F, addition of requirements for hoardings during construction. <b>Volume 2</b> updated by addition of sections dealing with Building Restriction Areas, Build-to Lines and Build-within Zones and Heights of buildings, an amendment to the tide-line requirement within the section dealing with Treatment of particular architectural aspects of the building, extensive changes to the section dealing with Signage, lighting and graphics, minor amendments to the section dealing with landscaping, the addition of Annexure A and of provisions regarding the central core. <b>Volume 3</b> updated in respect of amendments to the requirements for covered parking in the section dealing with Parking, amendments to facebrick requirements in the section dealing with Architecture, fencing specification and an addition to requirements in respect of sidewalk landscaping in the section dealing with Landscaping. All volumes received minor grammatical alterations and updating of street names.
1.4	August 2003	<b>Volume 1</b> updated by updating of street names, updating of the table of rights, amendment of the provisions relating to design review and construction processes and updating of Annexures C and D. <b>Volume 2</b> updated by amending provisions relating to the central parking core of the block, addition of a fire report, amendment of signage requirements

		plus miscellaneous minor alterations. <b>Volume 3</b> updated in respect of amendments to the provisions relating to fencing and to landscaping, amendment of signage requirements plus miscellaneous minor alterations. All volumes updated by renaming of the Design Review Panel with the official designation "Design Review Committee".
1.5	August 2006	<b>Volume 1</b> updated in respect of the amount of the members retention deposit together with alterations regarding hoarding and the obligations of the contractor and the penalties payable for contravening the provisions of this manual.
1.6	November 2007	Clause 10.1 of <b>Volume 1</b> updated to allow for the lodgement of guarantees in respect of the retention deposit.
1.7	May 2008	Clause 10.2 of <b>Volume 1</b> updated to include further requirements in respect of site drawing.
1.8	July 2008	Clause 10.5 of <b>Volume 1</b> updated to include permitted construction times.
1.9	December 2008	Clause 10.5 of <b>Volume 1</b> updated to prohibit construction vehicles from travelling in Palm Boulevard
1.10	November 2013	Clause 1 of <b>Volume 1</b> updated to include reference to the development Manual for residential component.

**ANNEXURE B – SIDEWALK SERVITUDE**

Protocol No.

GARLICKE & BOUSFIELD INC.  
Attorneys, Notaries & Conveyancers  
Suite 102 Ferfam House  
9 Stanley Grace Crescent  
Umhlanga Rocks

**Notarial Deed of Servitude**

**BE IT HEREBY MADE KNOWN**

THAT on this the            day of the month of            in the year of Our Lord Two Thousand and One (2001) before me,

**GRAEME FURZE PHILLIPS**

Notary Public by lawful authority duly sworn and admitted, practising at Umhlanga Rocks, KwaZulu-Natal personally came and appeared

**TRACEY HEATHER LEE**

she being duly authorised thereto by:

1. A Special Power of Attorney in her favour signed at Umhlanga Rocks on the            day of            2001, and granted to her by:

a duly authorised representative of

**THE DURBAN METROPOLITAN UNICITY MUNICIPALITY**

(hereinafter referred to as the "**GRANTOR**")

and

2. A Special Power of Attorney in her favour signed at on the            day of            2001, and granted to her by:

duly authorised thereto by a Resolution of Directors of the :

**UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION  
(An Association incorporated under Section 21)  
NO. 2001/000648/08**

(hereinafter referred to as THE "**GRANTEE**")

which aforesaid Special Powers of Attorney and certified copy of which Resolution have this day been exhibited to me and now remain filed in my protocol.

**AND THE SAID APPEARER DECLARED :**

**WHEREAS** the **GRANTOR** is the registered owner of the undermentioned property.

**AND WHEREAS** the **GRANTOR** has agreed to grant to the **GRANTEE**, free of consideration, a sidewalk servitude over the undermentioned property subject to the terms and conditions contained hereunder, which servitude the **GRANTEE** accepts.

**NOW THEREFORE THE APPEARER DECLARED THAT :**

- 1 The **GRANTOR** hereby grants to the **GRANTEE**, in perpetuity, a sidewalk servitude, over the areas shaded in yellow on the plans attached hereto marked "A", "B", "C", "D", "E", "F", "G", "H" and "I".

(hereinafter referred to as the "**PROPERTY**")

- 2 The GRANTEE shall have the right to erect or construct (as the case may be) any awning, canopy, arbour, colonnade, balcony or similar structure within the SERVITUDE AREA, subject to the following restrictions:
  - 2.1 No aforesaid structure may extend onto the SERVITUDE AREA to within a distance less than 1,2 metres measured from the original curb line or more than 3,5 metres from the boundary of the SERVITUDE AREA and adjoining erf boundary, whichever is the more restrictive.
  - 2.2 any aforesaid structure on the SERVITUDE AREA (apart from its supports) shall have a clear headroom of a minimum of 3,5 metres.
  - 2.3 all structures erected within the SERVITUDE AREA shall be of a substantial nature and comply with the requirements of the National Building Regulations, the GRANTOR and the provisions of the GRANTEE'S Design Review Committee.
  - 2.4 Any structure on the SERVITUDE AREA need not be restricted to ground floor level only but may include a balcony on top of any ground floor level structure and may include balcony or sunscreen projections at any level above ground level.
  - 2.5 Where it is the intention of the GRANTEE to extend the upper or basement levels of any buildings adjoining the SERVITUDE AREA as an integral part of the building itself, apart from balcony, shade awnings, eaves, overhangs and canopies, the prior written consent of the GRANTOR shall be required.
- 3 The GRANTEE shall be entitled to use the SERVITUDE AREA for any of the following uses or activities:-
  - 3.1 outdoor restaurant areas associated with a restaurant on an adjacent property;
  - 3.2 outdoor trading areas directly related to and operated by the shop immediately adjacent to such area and extending no more than one metre into the SERVITUDE AREA;
  - 3.3 the display of goods directly related to the shop immediately adjacent to such display;
  - 3.4 landscaping and planting, providing that such planting does not in any way compromise the ease of pedestrian through movement, visibility or safety.
  - 3.5 any other use or purpose that may be agreed to in writing by both the GRANTOR and GRANTEE.
- 4 The GRANTEE shall:
  - 4.1 be responsible for the maintenance and cleansing of the SERVITUDE AREA;
  - 4.2 ensure that in exercising its rights in terms of this Deed of Servitude, the GRANTEE or its members do not breach any by-law regulations, ordinance or statutes governing behaviour in public places
  - 4.3 ensure its members do not exceed the rights granted in terms of this Notarial Deed of Servitude in respect of the use of the SERVITUDE AREA.
  - 4.4 ensure that pedestrians have a right of way over the SERVITUDE AREA parallel to the adjoining public road over a portion of the SERVITUDE AREA.
- 5 The GRANTOR shall be entitled to undertake maintenance of services and installation of new services on the SERVITUDE AREA (provided that the condition of the sidewalk is restored to its original standard once such maintenance and installation have been completed) and the



widening of roads up to the line of any structure erected in terms of this Notarial Deed of Servitude on the SERVITUDE AREA. In the event of any structure erected on the SERVITUDE AREA, in terms of the rights granted to the GRANTEE in terms hereof, having to be partially or fully demolished in order to accommodate the GRANTOR'S services or road widening, the member of the GRANTEE having erected such structure or whose predecessor in title had erected such structure, shall be entitled to the fair market compensation for such demolition, however shall not be entitled to any compensation for any loss of income or earnings attributable to the loss of the use of such portion of the SERVITUDE AREA.

6. In the event of the GRANTEE not complying with the provisions of this Notarial Deed of Servitude, the GRANTOR shall have the right to assume control and administration of this SERVITUDE AREA and oblige the GRANTEE to fulfil its obligations in terms of this Notarial Deed of Servitude.
7. Save as provided for herein, the GRANTOR shall not be entitled to use the SERVITUDE AREA for any purpose whatsoever.
8. The GRANTEE'S rights in terms of this Notarial Deed of Servitude may be exercised by any of the GRANTEE'S individual members with the GRANTEE'S prior written consent.
9. It is recorded that neither the GRANTOR nor any other party has received nor shall receive any consideration in respect of the granting of this servitude in terms of this Notarial Deed and that neither the GRANTEE or any other party has given nor shall give any consideration in respect of the granting of the servitude as set out in this Notarial Deed. In no detracting from the generality of the aforesaid, it is recorded that the GRANTEE shall not be entitled to payment of rental or rates in any form whatsoever in respect of the GRANTEE'S usage of the SERVITUDE AREA as set out in this Notarial Deed.
10. The GRANTOR and GRANTEE acknowledge, for the purposes of Transfer Duty, that the value of this servitude granted by the GRANTOR to the GRANTEE in terms hereof is R1 000,00 (ONE THOUSAND RAND).

AND the APPEARER on behalf of the **GRANTEE** hereby accepts, insofar as may be necessary, the benefits, subject to the conditions aforementioned, of this Notarial Deed.

**AN ACT WHEREOF** being required I have granted the same under my Notarial Form and Seal of Office and have caused the same to be subscribed by the said Appearer in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_
2. \_\_\_\_\_

QUOD ATTESTOR

NOTARY PUBLIC

**ANNEXURE C – USE AGREEMENT (SIDEWALKS)**

**USER AGREEMENT**

entered into between

**UMHLANGA RIDGE TOWN CENTRE MANAGEMENT ASSOCIATION  
(An Association incorporated under Section 21)  
No. 2001/000648/08**

(hereinafter referred to as the "ASSOCIATION")

and

.....  
.....  
.....

(hereinafter referred to as the "MEMBER")

**WHEREAS**

The ASSOCIATION has entered into a Servitude Agreement with the eThekweni Municipality, in terms of which the ASSOCIATION has certain rights of use in respect of, *inter alia*, that portion of the sidewalk outlined in red on the plan which is Annexure "A" hereto;

**AND WHEREAS**

The MEMBER and the ASSOCIATION have agreed that the MEMBER shall exercise the ASSOCIATION'S rights of usage in terms of the SERVITUDE in respect of the area outlined in red on the plan;

**NOW THEREFORE IT IS AGREED THAT:**

**1 PREAMBLE**

The contents of the aforesaid preamble are hereby confirmed;

**2 DEFINITION**

In this Agreement -

2.1 "the PROPERTY" means that portion of the sidewalk outlined in red on the PLAN;

- 2.2 "PLAN" means the plan drawn by \_\_\_\_\_ dated \_\_\_\_\_, Reference Number \_\_\_\_\_, a copy of which is Annexure "A" hereto;
- 2.3 "SERVITUDE" means the Notarial Deed of Servitude entered into between the ASSOCIATION and the eThekwini Municipality as more fully described in the preamble hereto.
- 2.4 Words denoting a particular gender shall be deemed to include the other genders and words denoting the plural shall be deemed to include the singular, and vice versa.
- 2.5 The respective parties are designated as set out in brackets after their respective names in the heading to this Agreement.
- 2.6 Clause headings in this Agreement are for guidance only and are not relevant to the interpretation hereof.
- 2.7 If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be deemed to be separate and severable from this Agreement, without in any way affecting the validity of the remaining provisions of this Agreement.

### **3 USE OF PROPERTY**

- 3.1 The MEMBER shall from the date of signature of this Agreement be entitled to exercise the ASSOCIATION'S rights in respect of the use of the PROPERTY in terms of the SERVITUDE subject the terms and conditions as set out herein.
- 3.2 Save as otherwise provided for herein, the MEMBER shall diligently and timeously perform all the obligations of the ASSOCIATION in terms of the SERVITUDE in respect of the PROPERTY.
- 3.3 The MEMBER shall be entitled to utilise the PROPERTY for the specific purposes set out in Annexure "B" hereto and for no other purpose whatsoever.
- 3.4 The MEMBER shall not damage or make any structural improvements or alterations of any nature whatsoever to the PROPERTY without the prior written consent of the ASSOCIATION and the eThekwini Municipality first having been had and obtained.

### **4 EXPIRY**

- 4.1 The MEMBER shall immediately vacate the PROPERTY:
- 4.1.1 within a period of ten (10) days after receiving notice from the ASSOCIATION to do so (which notice the ASSOCIATION may in its sole and absolute discretion at any time decide to give);
- 4.1.2 immediately on receiving notice from the eThekwini Municipality to do so;

and shall have no claim against the ASSOCIATION or the eThekwini Municipality of any nature whatsoever arising from the loss of the usage of the PROPERTY (including, but in no way limited to, any claim for any loss of profit the MEMBER may have suffered, any compensation for any improvements the MEMBER may have made to the PROPERTY while in occupation thereof in terms of this AGREEMENT or any other damages the MEMBER may have suffered of any nature whatsoever).

4.2 When vacating the PROPERTY the MEMBER shall leave the PROPERTY in the same order and condition as it was when the MEMBER first took occupation of same in terms of this Agreement, unless otherwise agreed to by the ASSOCIATION in writing.

**5 CONSIDERATION**

Save as otherwise specifically provided for herein, it is recorded that neither the ASSOCIATION or any other party has, nor shall, receive any consideration, and neither the MEMBER, nor any other party has, nor shall give any consideration, in respect of the rights granted to the MEMBER in terms hereof.

**6 MAINTENANCE**

6.1 The ASSOCIATION shall undertake the maintenance functions, in respect of the PROPERTY, outlined in Annexure "C" hereto, for which the MEMBER shall reimburse the ASSOCIATION an amount of R\_\_\_\_\_ per month.

6.2 Such amount shall be paid on or before 2<sup>nd</sup> day of every month to the ASSOCIATION at its domicilia referred to in paragraph 8 hereof.

**7 INDEMNITY**

The MEMBER waives all claims against the ASSOCIATION and the eThekweni Municipality for any loss or damage to property or injury to person which the MEMBER or any other party may suffer as a result of the MEMBER'S use of the PROPERTY in terms hereof and indemnifies the ASSOCIATION and the eThekweni Municipality against any such claim that may be made against the ASSOCIATION or the eThekweni Municipality by the MEMBER or any other party who suffers any injury to person or damage to property of any nature whatsoever as a result of the MEMBER'S use of the PROPERTY.

**8 DOMICILIA AND NOTICES**

8.1 The parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court processes, notices or other documents or communications of whatsoever nature, the following addresses:

8.1.1 the ASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.1.2 the MEMBER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

8.3 Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-á-vis that party to another physical address in the Republic of South Africa, provided that the change shall become effective vis-á-vis that address on the 7th business day from the deemed receipt of the notice by the addressee.

- 8.4 Any notice to a party:-
- 8.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its domicilium citandi et executandi shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved); or
- 8.4.2 delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery.
- 8.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered to its chosen domicilium citandi et executandi.

## 9 JURISDICTION AND COSTS

- 9.1 In the event of any action or application arising out of this Agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended.
- 9.2 Notwithstanding anything to the contrary herein contained the ASSOCIATION shall have the right at the ASSOCIATION'S sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction.
- 9.3 In the event of it becoming necessary for the ASSOCIATION to take any action against the MEMBER as contemplated herein, the MEMBER agrees to pay to the ASSOCIATION all the attendant costs and expenses incurred by the ASSOCIATION as between attorney and client.

## 10 CESSION AND ASSIGNMENT

The MEMBER shall not be entitled to sell, assign, cede or makeover its rights in terms of this Agreement without the prior written consent of the ASSOCIATION.

## 11 COSTS

The MEMBER shall be liable for all legal expenses incurred in connection with the negotiation, drafting and execution of this Agreement.

## 12 INDULGENCE

No indulgence which any party (the "GRANTOR") may grant to any other (the "GRANTEE") shall not prejudice or constitute a waiver of the rights of the GRANTOR, who shall not thereby be precluded from exercising any rights against the GRANTEE which may have arisen in the past or might arise in future.

## 13 ENTIRE CONTRACT

This Agreement (read with the SERVITUDE) constitutes the entire contract between the ASSOCIATION and the MEMBER and any acts, representations, announcements, statements, warranties, guarantees or conditions not recorded herein shall be of no force or effect whatsoever. The MEMBER acknowledges that neither the ASSOCIATION nor anybody acting

on its behalf has made any representations, announcements, statements or given any warranties inducing the signature of this Agreement by the MEMBER. Any agreement between the MEMBER and the ASSOCIATION to cancel, alter or add to this Agreement shall not be binding and shall be of no force or effect unless reduced to writing and signed by the parties hereto, or by their agents acting on their written instructions.

14 **BREACH:**

Should any party (the "defaulting party") commit a breach of any of the provisions of this Agreement, then the party which is not in breach (the "aggrieved party") shall be entitled to give the defaulting party written notice to remedy the breach. If the defaulting party fails to comply with that notice within 10 (TEN) days of receipt thereof, subject to any other provisions of this Agreement to the contrary, the aggrieved party shall be entitled to cancel this Agreement or to claim specific performance, in either event without prejudice to the aggrieved party's right to claim damages. The foregoing is without prejudice to such other rights as the aggrieved party may have in terms of this Agreement, common law or statute.

THUS DONE and SIGNED by the ASSOCIATION at \_\_\_\_\_ on this \_\_\_\_\_ day of 200\_\_.

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

THUS DONE and SIGNED by the MEMBER at \_\_\_\_\_ on this \_\_\_\_\_ day of 200\_\_

**AS WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

## ANNEXURE D TOWN PLANNING SCHEME ANNEXURES AND TABLES

### SPECIAL ZONE : UMHLANGA RIDGE NEW TOWN CENTRE

#### 1. VISION

- 1.1 The Umhlanga Ridge New Town Centre (URNTC) will cement the current development dynamic in the northern region and will provide the foundation and impetus for continued growth and maturation in an holistic, integrated and comprehensive manner.
- 1.2 The founding principle behind the reconceptualised URNTC is that of a 'total' urban environment which has its own particular quality and 'sense of place' within a developing, dynamic and strategically located suburban context. This principle is reflected in the notions of the 'New Urbanism' movement.
- 1.3 The concerns of the 'New Urbanism' are to re-establish a **public environment** as a basis of town life in which a much broader variety of urban opportunities may be realised by a far wider spectrum of society whilst maintaining the essential qualities of an **urban environment**.
- 1.4 The emphasis falls on re-establishing the "publicness" of a human scale environment where the often competing interests of cars, pedestrians and activities are reconciled in the engagement of design as a complex process of integration rather than the design of a series of stand-alone products having no considered relationship to each other.
- 1.5 The URNTC will evolve into a 'total' urban environment which is managed on the basis of maintaining a human scale at the same time as promoting a dynamic, often unpredictable, mix of activity and uses.
- 1.6 A fundamental aspect of the proposals is the commitment to an ongoing review of design quality, urban management, cleaning, maintenance and, most importantly, security within both the public and private domains. In re-establishing a public environment predicated on pedestrian movement and the integration of public spaces, parks and sidewalk, shoppers, residents, workers and visitors will be able to move around in a well maintained, clean and safe environment.

#### 2. DEVELOPMENT PRINCIPLES

The URNTC will develop and mature around the following development principles:

- The creation and promotion of an urban quality of life
- Ensuring the maintenance of a human scale
- The creation of a pedestrian friendly environment
- The creation of a legible urban environment
- The maintenance of a clean, well managed and safe environment

##### 2.1 Urban quality of life

- 2.1.1 This principle relates to the intensity and variety of activity (mixed use) within the URNTC. There is thus a need to create the appropriate conditions in order for this "urbaneness" to evolve and develop and this is achieved through the appropriate level of development rights and development control.

- 2.1.2 Developments are to be encouraged and required to respond to this principle through the determination and manipulation of bulk floor area, building heights and build-to lines.
- 2.1.3 A mixture of commercial retail, commercial office and of residential activity is to be encouraged by way of a mix of permitted land uses and incentives for residential developments in conjunction with non-residential developments.

## **2.2 Human scale development**

- 2.2.1 The creation and promotion of a human scale by way of height limitations, a structured, aesthetically pleasing public environment and specific architectural guidelines.
- 2.2.2 The width and nature of streets, sidewalks, and boulevards will contribute to the scale of the URNTC and these are all predetermined to create the basic framework to ensure the integrity of the desired state.
- 2.2.3 The intention is to create an atmosphere where the public and private realms 'blend' together to a degree where there is no distinction.
- 2.2.4 This is to be achieved by enabling the sidewalks to be delicately and appropriately treated and managed to allow an integration of the public and private spheres. This will be done by enabling the Lot Owners Association to manage this aspect of the public environment as envisaged in 3.6 below.

## **2.3 Pedestrian friendly environment**

- 2.3.1 The emphasis within the URNTC is on creating a pedestrian friendly environment from all perspectives including sidewalks, boulevards, parks, squares, traffic circles and islands and road reserves and buildings and features.
- 2.3.2 This principle will be achieved through the creation of a high quality, secure public environment in the first instance which is created by an adherence to the principle of a human scale of development and the use of a sophisticated, but low key security system.

## **2.4 Legible Urban Environment**

- 2.4.1 The Development Framework has, as the core component, a structured, legible environment which includes the road network, the pedestrian system and open space areas.
- 2.4.2 The road network has been structured on a traditional grid pattern which allows both a rigid structure in terms of road hierarchy and layout as well as flexibility in terms of incremental development and options of movement.
- 2.4.3 The pedestrian system involves the use of wide, managed sidewalks as well as the open spaces which include boulevards, parks, squares, traffic circles and islands and road reserves. These components are integrally designed and structured to be of maximum use and effectiveness to achieve a safe, pedestrian environment and also a convenient, recreational environment which is both functionally and physically integrated into the URNTC.
- 2.4.4 The primary requirement is the ongoing management and maintenance of the open space areas including the sidewalks. This is to be undertaken by the Lot Owners Association as described in 3.4 below.

## **2.5 Safe, Clean, Managed Environment**

- 2.5.1 The urban management required for the desired levels of maintenance, cleansing and security will be the responsibility of the Lot Owners Association, funded by special levies and undertaken by contracted services.



- 2.5.2 The manner in which this principle is to be achieved is through the imposition of a “User Servitude”, in favour of the Lot Owners Association, over the sidewalks which will enable effective maintenance and management of this area. This is further described in 3.6 below.

### **3 MANAGEMENT OF THE SCHEME**

The following development control principles will act as the critical guiding and managing ‘mechanisms’ in order to ensure that the vision for the URNTC is not jeopardised, but facilitated:-

- The creation of a flexible Scheme control mechanism which provides key areas of certainty in order to ensure the basic integrity of the URNTC.
- The notion of a minimum level of development which must be built to within a stipulated period of time.
- The management of development rights in terms of a “Package of Plans approach”.
- The management of development rights in terms of a “Rights Bank” and the vesting of all of the development rights contained in the Rights Bank with the Primary Developer and through whom and by whom, within the provisions of this zone, all rights are allocated.
- The acceptance of the ability of the Local Authority to manage and control the amount and availability of development rights up to that which is envisaged in Plan B of the Development Framework. A separate body which is delegated authority by the Local Authority to control and manage the development rights within the URNTC is to be established.
- The creation of a Lot Owners Association to which all owners and occupiers shall belong.
- The notion of a sidewalk servitude over the sidewalks of the URNTC in favour of the Lot Owners Association.
- The imposition of a Build-To Line to which all sites must adhere to.
- The use of a Design Review Committee to review and accept all Site Development Plans, Landscaping Plans and recommend for approval all Building Plans.
- The formulation of a generic, all encompassing, Development Manual which will guide developers in terms of the URNTC’s vision and principles as well as in terms of architectural requirements and controls.

#### **3.1 Scheme Control Mechanism**

- 3.1.1 A critical feature of the URNTC is the carefully formulated Town Planning Scheme mechanism. This mechanism provides certainty on key aspects relating to both the control and management of the URNTC but also provides sufficient adaptability and flexibility to enable the URNTC to evolve and develop naturally in tune with changing demands and wider socio-economic conditions and to be managed in a facilitative manner.
- 3.1.2 The Scheme control mechanism is based on this Annexure C which provides the over-riding policy framework, a Table C (Land Uses) and a unique, flexible Table D which provides the particular planning and development controls.

#### **3.2 Minimum Development Rights**

- 3.2.1 In order to ensure that the URNTC’s development principles are not jeopardised in any manner, a critical issue is that of an obligatory, minimum development level (bulk floor area

and height) to which every site must be developed if the full development rights are not exercised initially.

- 3.2.2 In this regard the Development Framework which provides the spatial guidance for the growth of the URNTC consists of 2 plans, namely, Plan A and Plan B, as described in Table D of the zone.
- 3.2.3 Plan A provides a site by site indication of the minimum floor area ratio and height to which any site must be developed to within 3 years of the date of possession or transfer (whichever is the earliest).
- 3.2.4 Plan B provides a site by site indication of the maximum developable bulk floor area and maximum permissible height which may be developed to within 4 years from the date of possession or transfer (whichever is the earliest).
- 3.2.5 The use of the development rights is dealt with in 3.3 and 3.4 below.

### **3.3 Package of Plans**

The URNTC will be controlled and managed in terms of a Package of Plans approach. This will be based on the following:

- Development Framework (defined in terms of a minimum and maximum FAR)
- Precinct Plans
- Site Development Plans and Landscaping Plans
- Building Plans

#### **3.3.1 Development Framework**

- 3.3.1.1 The URNTC is to be developed in accordance with an accepted Development Framework which will act as a master plan indicating the potential, envisaged total development of the URNTC on a site specific basis over the next 50-100 years.
- 3.3.1.2 The Development Framework will provide the over-arching development control of the URNTC and within which all planning and development decisions will be made and approved.
- 3.3.1.3 The Development Framework will be expressed in terms of 3 components, expressed in 2 separate plans, Plan A and Plan B. The 3 components are; land use categories, floor area ratio and height.
- 3.3.1.4 Plan A indicates the minimum development level which must be developed to and Plan B indicates the maximum permissible development level.
- 3.3.1.5 Table D of this zone provides the controlling mechanisms within which the Development Framework is to be managed and developed.

#### **3.3.2 Precinct Plans**

- 3.3.2.1 The Development Framework shall be divided into a number of separate Precincts which shall each have a Precinct Plan prepared for it by the Primary Developer. The Precinct Plans will provide and guide the detailed aspects of the URNTC.
- 3.3.2.2 The Precinct Plans will be the Primary Developer's and the Local Authority's management and controlling mechanism on which development amendments, in line with the over-arching Development Framework, will be approved, monitored and recorded.

3.3.2.3 The Precinct Plan will include site specific information in respect of at least the following :-

- (i) Land Use Controls
- (ii) Minimum FAR
- (iii) Maximum FAR
- (iv) Minimum Coverage
- (v) Maximum Coverage
- (vi) Minimum Height
- (vii) Maximum Height
- (viii) Building Lines
- (ix) Build-To Lines and Building Restriction Areas
- (x) Parking provisions
- (xi) Landscaping
- (xii) Site accesses
- (xiii) Use of Sidewalks
- (xiv) Additional, site particular, Design and/or Planning Controls
- (xv) Informal Trading areas if applicable
- (xvi) Bus/Taxi Ranks if applicable
- (xvii) Bus/Taxi Lay byes if applicable

3.3.2.4 Any number of sites may be included in a Precinct Plan.

3.3.2.5 No site shall be sold unless a Precinct Plan has been prepared for it, or the site is included within a Precinct Plan, and approved by the Local Authority's delegated body.

### 3.3.3 Development Plans and Landscaping Plans

3.3.3.1 Every site in the URNTC shall have a Site Development Plan and Landscaping Plan prepared for it and accepted, in writing, by the Design Review Committee prior to approval by the Local Authority.

3.3.3.2 These plans will be subject to the Precinct Plans and architectural guidelines as outlined in the Development Manual.

### 3.3.4 Building Plans

3.3.4.1 Every development will be subject to the submission of Building Plans for approval by the Local Authority.

3.3.4.2 The Local Authority shall only approve Building Plans provided that a Site Development Plan and Landscaping Plan have been reviewed and accepted by the Design Review Committee and provided that the Building Plan has been recommended for approval by the Design Review Committee.

3.3.4.3 Every Building Plan shall be subject to the Site Development and Landscaping Plans, the architectural guidelines in the Development Manual, the general provisions of the Town Planning Scheme, its by-laws and the National Building Regulations.

## 3.4 **Rights Bank**

3.4.1 The total development rights (bulk floor area) envisaged for the URNTC are 633 000m<sup>2</sup>. The current Primary Floor Area Rights available are 309 835m<sup>2</sup>. The Primary Floor Area Rights are included within the total amount of rights envisaged for the URNTC.

3.4.2 The total amount of development rights will be held in a "Rights Bank" which is effectively controlled and managed by the Primary Developer in conjunction with the Local Authority's delegated body.

- 3.4.3 All rights which are sold/transferred/distributed or used shall be taken from the Rights Bank and only by the Primary Developer unless with the written consent of the Primary Developer.
- 3.4.4 The manner in which the development rights held in the “Rights Bank” will be sold/transferred/distributed and used will be in accordance with Plan A and Plan B of the Development Framework and Table D of this zone.
- 3.4.5 Any development rights not used on any site will automatically be reallocated into the “Rights Bank” for future use and sale by the Primary Developer.

### **3.5 Local Authority’s Delegated Body**

- 3.5.1 The Local Authority will delegate authority to a new body to manage and control the development of the URNTC. This body will comprise councillors and officials from the Local Authority, independent specialists if required and representatives of Primary Developer.
- 3.5.2 The body’s main responsibility will be the management of development rights as envisaged and allowed for in Table D of this zone.
- 3.5.3 This body shall have the authority to allocate development rights in terms of the provisions of Table D within the amount of Rights envisaged by Plan B of the Development Framework, namely 633 000m<sup>2</sup>.
- 3.5.4 The delegated body will be responsible for approving additional Primary Floor Area Rights and the approval of Precinct Plans.

### **3.6 Lot Owners Association**

- 3.6.1 A Lot Owners Association (LOA) will be established by the Primary Developer and all Lot owners and occupiers will be obliged to become members and abide by the objects of the Association.
- 3.6.2 The Local Authority will be a member of the LOA both as an owner as well as a managing partner of the URNTC.
- 3.6.3 The Association will be responsible for the general development, maintenance (in the open space areas and sidewalks) and security of the URNTC. Significantly it will assume control of the sidewalks within the URNTC as envisaged in 3.7 below.

### **3.7 Sidewalk Servitude**

- 3.7.1 The sidewalks within the URNTC will be owned by the Local Authority, but in line with the principles on which the URNTC is developed, the Lot Owners Association will have a “User Right” over the sidewalk.
- 3.7.2 Such “User Right” shall be formalised by way of a Sidewalk Servitude in favour of the Lot Owners Association with the necessary conditions.
- 3.7.3 The intention is to enable the sidewalk to become a place of vibrant activity and where the public and private realms ‘blur’ together. It is however essential that this sidewalk activity, maintenance, cleansing and security be carefully and thoroughly managed.

### **3.8 Build-To Lines and Building Restriction Areas**

- 3.8.1 The boundary of a lot abutting a street or streets is, unless otherwise indicated in a Precinct Plan, regarded as a Build-To Line on which a minimum of 90% of a building's street-facing facade must be built.
- 3.8.2 The Build-To Line is to apply to all levels within a building's facade provided that, beyond a height of 2 storeys, the facade of the building may be developed on a line no further than 1m from the street boundary and provided further that, beyond a height of 4 storeys, the facade of the building may be developed on a line no further from the boundary than 2.5m.
- 3.8.3 Overhanging elements of a building's street-facing facade, such as balconies, sun screening devices and eaves, are not regarded as the building's street-facing facade and may extend beyond the Build-To Line.
- 3.8.4 Where a lot is not subject to a Build-To line, such lot is deemed to be subject to a Building Restriction Area (BRA) extending along the full street boundary or boundaries to a depth of 2m (unless otherwise specified) measured from such boundary.
- 3.8.5 Where a site is subject to a BRA, 90% of any street-facing facade of a building shall be developed to, on or within such area.
- 3.8.6 The BRA is to apply to all levels within a building's facade provided that, beyond a height of 4 storeys, the facade of the building may be developed on a line no further from the boundary than 4.5m.
- 3.8.7 Overhanging elements of a building's street-facing facade, such as balconies, sun screening devices and eaves, are not regarded as the building's street-facing facade and may extend beyond the BRA.

### **3.9 Design Review Committee**

- 3.9.1 A Design Review Committee will be responsible for the review of, and acceptance, of all Site Development and Landscaping Plans and the recommendation of all Building Plans.
- 3.9.2 Such Committee will include representatives from the Local Authority, the Primary Developer and the Lot Owners Association.
- 3.9.3 The composition, function and responsibilities will be detailed in the Development Manual as described in 3.10 below.

### **3.10 Development Manual**

- 3.10.1 A Development Manual for the URNTC area will be prepared by the Primary Developer.
- 3.10.2 The Development Manual shall include an explanation of the URNTC's vision and development principles, the controls which form part of the Town Planning Scheme, guidelines on what should be included in Site Development Plans and Landscaping Plans and explicit details on the over-riding architectural design ethic.
- 3.10.3 The Development Manual will also describe the establishment of, the composition of and the roles and responsibilities of the Lot Owners Association and Design Review Committee.

#### 4. GLOSSARY OF TERMS AND DEFINITIONS

Unless where described below, the definitions of the Umhlanga Town Planning Scheme No. 1 will apply.

- **Primary Developer** refers to Tongaat Hulett Developments as the entity entering into agreement with the Council and which is responsible for the administration, planning and detailed design of the new town centre and its development.
- The **Local Authority** refers to the North Local Council and is the competent authority under which the Primary Developer discharges its development undertakings, duties and responsibilities.
- The **Local Authority's delegated body** refers to a body to which authority has been delegated by the Local Authority for the express purpose of managing development rights within the URNTC. This body will include officials, councillors, independent specialists and representatives of the Primary Developer.
- **Development rights** refer to bulk floor area and all development parameters ascribed to a Lot in terms of an approved Precinct Plan.
- The **Lot Owners' Association** (LOA) refers to the association set up by the Primary Developer (in which the Primary Developer shall retain an on-going interest) to which every lot owner and occupier shall belong, and by which association's objects and requirements such members shall be bound.
- The **Design Review Committee** refers to a body set up by the LOA to assess Site Development Plans and Landscaping Plans for the development of each lot and to recommend Building Plans for approval. Included in this Committee will be representatives of; the Local Authority (acting on its behalf), the Primary Developer, the LOA and the urban design/architectural and landscaping specialists.
- **Primary Floor Area Rights** refers to the total approved bulk floor area rights which are available to the Primary Developer.
- **Rights Bank** is a term referring to the pool of development rights (bulk floor area) which is allocated by the Primary Developer within the ambit defined by the package of plans process and controlled by the Local Authority's delegated body.
- The **Package of plans** approach refers to the overall approach to planning and development which is envisaged and deemed to be appropriate for the URNTC in facilitating a more flexible allocation of development rights and an effective method of management.

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**TABLE D : DENSITY ZONES**

DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
<p><b>SPECIAL ZONE :</b></p> <p><b>UMHLANGA RIDGE NEW TOWN CENTRE</b></p>	<p>N/A – Controlled as per Remarks Column</p>	<p><b>General</b></p> <p>(a) This zone applies to the developments commonly referred to as the Umhlanga Ridge New Town Centre (URNTC) and the Umhlanga Triangle Hotel (UTH)</p> <p>(b) The purpose of this zone will be to accommodate a wide range of recreational, entertainment, tourist, residential, shopping and business or commercially related and Business Park activities, in such a way that the uses contribute towards the creation of a dynamic, harmonious and well balanced new town centre of the highest aesthetic, landscaping and urban design quality. See Annexure C for URNTC.</p> <p>(c) Annexure C provides the over-arching policy statements and basic intent of this zone and details the role and context of the Umhlanga Ridge New Town Centre (URNTC).</p> <p>(d) Annexure C further represents the rationale on which any decision taken, for the URNTC, within the context of this zone must be based and provides the over-riding principles for all decision making.</p> <p><b>Development Framework</b></p> <p>(e) This zone is based on a Development Framework for both the URNTC (Ref: URNTCDF04a/02: Plan A and URNTCDF04b/02: Plan B) and UTH (Ref UTH/DF/01) as may be amended from time to time (within the parameters of this zone) which has been developed for each development. These Development Frameworks indicates the anticipated long term development activity and intensity in the URNTC and UTH and provide the frameworks to accommodate the future overall development of the URNTC and UTH within its regional context.</p> <p>(f) The Development Frameworks are defined in terms of land use specifically and floor area ratio generally. These and other controls are to be detailed, on a site by site basis, in the Precinct Plans as envisaged in (ww) and (xx) below.</p> <p>(g) Land use is defined according to <i>six</i> general land use categories, Business Park, Mixed Use 1, Mixed Use 2, Open Space/Recreation, Parking Area/Parkade and Residential. The activities permitted within these general land use categories are to be determined according to firstly, Table C of the zone, secondly as broadly defined in (dd), (ee), (ff), (gg) and (hh) below and thirdly as detailed in the Precinct Plans as provided for in (x) below. The associated Free Entry, Special Consent and Prohibited uses are described more fully in the Precinct Plans as envisaged in (ww) and (xx) below.</p> <p>(h) Height is defined, per site, in terms of a minimum height, which must be developed and a maximum permissible height per site as provided for in (j) below.</p> <p>(i) The Development Frameworks' floor area ratio is defined in accordance with (z), (aa) and (bb) below and defined in terms of two basic parameters, as contemplated in Annexure C, namely, a <u>minimum</u>, "to be developed", bulk floor area and a <u>maximum</u> developable bulk floor area. These are defined, per site, on the Precinct Plans as provided for in (xx) below and in accordance with (y) and (z) below.</p> <p>(j) The Development Frameworks' FAR and Height controls may be amended with the approval of the Local Municipality's Head : Development Planning and Management (as envisaged in Annexure C), provided that the amendment is in accordance with the provisions of this zone.</p> <p>(k) Any other component of the Development Frameworks for which an amendment is sought shall only be approved by the Local Municipality in a manner deemed appropriate by the Local Municipality's Head : Development Planning and Management.</p>	



DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
		<p><b>Development Rights – General</b></p> <p>(l) In terms of the Development Framework for URNTC as envisaged in (e) above, the total development rights (bulk floor area, as defined in Annexure C) envisaged for the URNTC are 633 000m<sup>2</sup> excluding the Residential Land Use component. This represents development which is expected to take at least 20 years to be realised.</p> <p>(m) In terms of the Development Framework for UTH as envisaged in (e) above, the total development rights (bulk floor area, as defined in the Town Planning Scheme) envisaged for the UTH are 80 000m<sup>2</sup>.</p> <p>(n) All development rights within the URNTC shall be allocated/distributed/transferred/used in accordance with the provisions of this zone and shall be 'extracted/drawn' from the "Rights Bank" as envisaged in (q) below.</p> <p>(o) There shall be no Rights Bank provision for the UTH.</p> <p>(p) All development rights within the URNTC shall be allocated/distributed/transferred/used solely by the Primary Developer (as defined in Annexure C) or by another party with the written consent of the Primary Developer. Such written consent shall include a sale agreement.</p> <p>(q) The <u>total</u> envisaged development rights excluding the Residential Land Use component, as stipulated in (l) above, will be 'held' in a "Rights Bank" (as defined in Annexure C) and managed by both the Local Municipality and Primary Developer as envisaged in Annexure C and (s) below.</p> <p>(r) The Primary Floor Area Rights (currently approved and available rights as defined in Annexure C), which are part of the amount stipulated in (l) above, are 633 000m<sup>2</sup>. This does not apply to the Residential Land Use Component.</p> <p>(s) There shall be no Primary Floor Area Rights provision for the UTH.</p> <p>(t) Should additional Primary Floor Area Rights for URNTC, above that stipulated in (r) above, be required, such additional rights shall be approved by the Local Municipality's Head : Development Planning and Management provided that the new amount does not exceed that which is stipulated in (l) above.</p> <p>(u) Notwithstanding any of the above clauses the Development Framework and Primary Floor Area Rights shall be reviewed every 5 years at which time the Local Municipality's Head : Development Planning and Management shall, at the request of the Primary Developer, approve additional Primary Floor Area Rights of an amount not greater than the amount which was sold over the preceding 5 year period, provided that the total amount of bulk floor area does not exceed the total amount stipulated in (l) above.</p> <p>(v) Any additional development rights sought, over and above the amount stipulated in (l) and (m) above, shall be subject to a full Town Planning Scheme amendment.</p> <p>(w) The Local Municipality and the Primary Developer shall maintain an accurate and up-to-date record of both the sale and use of development rights in a proper and accessible manner which shall be subject to annual audit by an independent body if deemed necessary by any of the parties.</p> <p><b>Development Rights – Specific</b></p> <p>(x) The total development rights envisaged for Plan A (minimum bulk floor area which must be developed) for URNTC are 468 000m<sup>2</sup>excluding the Residential Land Use component. This figure may be amended with the consent of the Local Municipality's Head : Development Planning and Management as envisaged in Clause (j) above and (bb) below.</p> <p>(y) The total development rights envisaged for Plan B (maximum developable bulk floor area) for URNTC are 633 000m<sup>2</sup>and 80 000m<sup>2</sup> for UTH.</p> <p>(z) No site shall have an FAR of greater than 2.7, excluding the</p>	

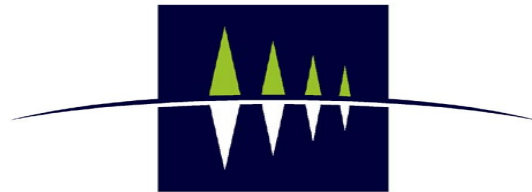
DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
		<p>Residential Land Use component, unless with the approval of the Local Municipality, as envisaged in (aa) and (bb) below and provided that the total development rights as stipulated in (y) above, does not increase, and provided further that no site shall have an FAR of less than 0.5, with the exception of the sites intended for Business Park uses (in the URNTC), open space/recreational purposes and Parking Area/Parkade related uses as identified in both Plan A and Plan B of URNTC and the Development Framework Plan for UTH.</p> <p>(aa) An increase in FAR above 2.7, for solely residential use, shall be granted by way of a minor and inconsequential application to the Local Municipality's Head : Development Planning and Management.. Any such increase for any other use shall be granted by way of Special Consent and in accordance with (n) and (z) above.</p> <p>(bb) Notwithstanding (z) and (aa) above, development rights (including coverage) on any site may be amended (transferred to any other site), by way of a minor and inconsequential application to the Local Municipality's Head : Development Planning and Management provided that the amendment does not result in an increase to the amount stipulated in (y) above, nor a FAR exceeding that defined in (z) above, and provided that no site shall have a FAR of less than 0.5, with the exception of sites intended for business park uses (in the URNTC) open space/recreational purposes and Parking Area/Parkade related uses as identified in both Plan A and Plan B of the URNTC and the Development Framework Plan for the UTH.</p> <p>(cc) At any stage once all of the sites in the URNTC have been sold, should the total development rights sold not be equal to, or exceed, the amount stipulated in (y) above, the difference (including any rights which may still be taken up in the 4 year take-up option period as contemplated in (vv) below) shall be reallocated to the Primary Developer for use/sale in the URNTC should it be required at some future stage.</p> <p><b>Additional Controls</b></p> <p>(dd) Mixed Use 1 refers broadly to the following activities and uses and the activities generally related to these: retail, office, commercial and residential, but does not include Business Park. Garage or Petrol Filling Station uses and activities are not permitted with the exception of the repair of vehicles (excluding spray painting and panel beating) generally relating to the fitting of vehicle parts and accessories, the display, storage and parking of motor vehicles and the sale of vehicles, vehicle parts and accessories and shall only be permitted on specific sites within the URNTC as depicted on the approved Precinct Plans.</p> <p>(ee) Mixed Use 2 refers broadly to the following activities and uses and the activities generally related to these: retail, office, commercial, residential and petrol filling station, but does not include Business Park related activities.</p> <p>(ff) Business Park (for the URNTC only)refers to those uses and activities as described in the Town Planning Scheme (with the exception of Service Industrial uses (as defined in the Scheme)) and may include any use that is permitted within the Mixed Use 1 category. Garage or Petrol Filling Station uses and activities are not permitted with the exception of the repair of vehicles (excluding spray painting and panel beating) generally relating to the fitting of vehicle parts and accessories, the display, storage and parking of motor vehicles and the sale of vehicles, vehicle parts and accessories and shall only be permitted on specific sites in the URNTC as depicted on the approved Precinct Plans.</p> <p>(gg) Open Space/Recreation refers broadly to, and permits, the following activities and uses and the activities related to these: open space, recreation, office and retail.</p> <p>(hh) Parking Area/Parkade refers broadly to, and permits, the</p>	

DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
		<p>following activities and uses generally related to these: parking of vehicles (in and out of structure), landscaping and limited retail, kiosks to accommodate uses such as flower and newspaper sellers, etc., office (ancillary to the parkade only) and caretaker uses with the approval of the Local Municipality's Planning Department. The Primary Developer shall provide the Local Authority with guarantees as it relates to the parking area/parkade prior to Building Plan approval.</p> <p>(ii) Residential refers broadly to Medium Density Housing, Residential Building, Dwelling House and Maisonette and is located within the Residential Precinct.</p> <p>(jj) The maximum permitted height on any site within the URNTC shall be as indicated on the approved Precinct Plans and shall be based upon a height envelope for each indicated number of storeys such that it is the height envelope (in metres) that will be the primary determinant of height and not the number of storeys. Any changes to the maximum height envelope on any site will be dealt with as provided for in (bbb) below. The maximum height within the UTH shall be as indicated in the Development Framework ref UTH/DF/01 (as amended from time to time).</p> <p>(kk) Parking areas (covered and uncovered) shall not be included in FAR and coverage calculations.</p> <p>(ll) Awnings, canopies, arbours, colonnades, balconies, or any other similar structure within the sidewalk area shall not be included in coverage and FAR calculations.</p> <p>(mm) Building Line = nil unless otherwise indicated on a Precinct Plan.</p> <p>(nn) Side and Rear space = nil unless otherwise indicated on a Precinct Plan.</p> <p>(oo) Every site shall be subject to a Build-To line or Building restriction area, as contemplated in Annexure C and detailed in the Precinct Plans as envisaged in (ww) and (xx) below. The boundary of the site abutting a street or streets shall be regarded as a Build-To line on which a minimum of 90% of a building's street-facing façade must be built. This does not include overhanging elements such as balconies, eaves etc. which may extend beyond the Build-To line.</p> <p>(pp) In respect of a garage or petrol filling station being developed on any site within a Mixed Use 2 area (as may be provided for in the Precinct Plan as contemplated in (xx) below), such facility may constitute no more than 25% of the total floor area used on the site, unless agreed to by the Primary Developer, and must be an integral part of the building developed on the site. Such use/building shall be subject to specific design and planning controls as stipulated by the Primary Developer which are to be included in the Site Development and Landscaping Plans as contemplated in (xx) below.</p> <p>(qq) In respect of any parking garage or commercial workshop being developed on any site, such use/building shall be subject to specific design and planning controls as stipulated by the Primary Developer. Such controls shall be included in the Site Development and Landscaping Plans as contemplated in (ccc) below.</p> <p>(rr) A caretaker's flat not exceeding 200m<sup>2</sup> shall be permitted on any site within the URNTC and/or UTH</p> <p>(ss) Residential uses related to dwelling houses and/or medium density residential shall only be permitted within the UTH.</p> <p><b>Development</b></p> <p>(tt) A Lot Owners Association shall be formed and every site owner and occupier shall belong to, ascribe to the objects of, abide by, and be bound by, the requirements of this Association.</p> <p>(uu) A Lot owner shall have 3 years, from the date of possession or the date of transfer (whichever is the earlier), in which to develop the site to the <u>minimum</u> floor area ratio and height as envisaged in Annexure C and indicated in Plan A of the Development Framework.</p>	

DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
		<p>(v) A Lot owner within the URNTC shall have 4 years, from the date of possession or the date of transfer (whichever is the earlier), in which to take up any outstanding development rights (as indicated in Plan B of the Development Framework) for that particular site, failing which any such outstanding rights will revert back into the "Rights Bank" for use/sale by the Primary Developer, provided that the rights still fall within the Primary Floor Area Rights (as stipulated in (r) above or as envisaged in (t) above) and provided that no agreement to the contrary has been entered into between the Lot owner and the Primary Developer (as described in Annexure C).</p> <p><b>Precinct Plans</b></p> <p>(ww) The Development Frameworks shall be divided into 1 or more Precincts. Each Precinct shall have a Precinct Plan prepared for it and approved by the Local Municipality's Head : Development Planning and Management prior to the sale of any site within a particular Precinct.</p> <p>(xx) A Precinct Plan shall include, at least, site specific details on each of the following:-</p> <ul style="list-style-type: none"> <li>(i) Land Use Controls</li> <li>(ii) Minimum FAR</li> <li>(iii) Maximum FAR</li> <li>(iv) Minimum Coverage</li> <li>(v) Maximum Coverage</li> <li>(vi) Minimum Height</li> <li>(vii) Maximum Height (expressed as a height envelope)</li> <li>(viii) Building Lines</li> <li>(ix) Build-To Lines and/or Building Restriction Areas</li> <li>(x) Parking provisions</li> <li>(xi) Landscaping</li> <li>(xii) Site accesses</li> <li>(xiii) Use of Sidewalks</li> <li>(xiv) Additional, site particular, Design and/or Planning Controls</li> <li>(xv) Informal Trading areas if applicable</li> <li>(xvi) Bus/Taxi Ranks if applicable</li> <li>(xvii) Bus/Taxi Lay byes if applicable</li> </ul> <p>(yy) The land use controls which are described for a site in a Precinct Plan shall not be in conflict with Table C of this zone or with the broad definitions in (dd), (ee), (ff), (gg) and (hh) above.</p> <p>(zz) Parking provisions, and requirements, within this zone shall be detailed in each of the Precinct Plans and shall be subject to the approval of the Local Municipality. Such provisions may include the allocation and reservation (in a manner approved by the Local Municipality's Head : Development Planning and Management) of no more than 75% of the required number of parking bays (as determined in the Precinct Plan) for any site within a Precinct Plan, on any other site within the same block or Precinct as that particular site.</p> <p>(aaa) The parking provisions and requirements, as detailed in the Precinct Plans may be relaxed for any specific use or development only with the approval of the Local Municipality's Head : Development Planning and Management.</p> <p>(bbb) An approved Precinct Plan may be amended with the approval of the Local Municipality's Head : Development Planning and Management provided that the desired amendment is not in conflict with the provisions of this zone.</p> <p><b>Site Development, Landscaping and Building Plans</b></p> <p>(ccc) Every site shall have a Site Development Plan and Landscaping Plan prepared for it by the developer prior to the any construction on the site and development on the site shall be in accordance with such Plans.</p> <p>(ddd) All Site Development and Landscaping Plans will be reviewed by the Design Review Panel as contemplated in Annexure C</p>	

DENSITY ZONE	MAXIMUM PERMITTED	REMARKS	COLOUR REF MAP NO.
		<p>prior to submission to the Local Authority and prior to the submission of Building Plans to the Local Municipality.</p> <p>(eee) Open areas not required for parking and circulation shall be landscaped in accordance with the details in the Landscaping Plan.</p> <p>(fff) The Local Municipality will be responsible for approving all Site Development Plans, Landscaping Plans and Building Plans with the provision that no Building Plan may be approved unless a Site Development Plan and a Landscaping Plan have been reviewed and accepted, in writing, by the Design Review Committee and provided that the Building Plan has been recommended, in writing, for approval by the Design Review Committee.</p> <p style="text-align: center;">---oooOooo---</p>	

**ANNEXURE E – DESIGN & CONSTRUCTION REVIEW SUMMARY & CHECKLIST**



**U M H L A N G A R I D G E**  
N E W T O W N C E N T R E

**DESIGN AND CONSTRUCTION REVIEW PROCESSES**

**SUMMARY AND CHECKLIST**

<b>Lot Number(s):</b>	<b>Street Address:</b>	<b>Applicant:</b>	<b>Architect:</b>
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**Note and Disclaimer:**  
This checklist is a guide to assist the Applicant and the Committee to monitor the progress of the Design and Construction Review process and does not in any way substitute the Development Manual, which remains the sole basis of the Application

Meeting No.		Date						Stage
		d	d	m	m	y	y	
1								
2								
3								

Meeting No.		Date						Stage
		d	d	m	m	y	y	
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

**1. Pre – design briefing (By Committee) – DM Vol. 1 Cl. 9.2.1**

- |     |   |                          |     |
|-----|---|--------------------------|-----|
| 1.1 | Design objectives                                     | <input type="checkbox"/> | 1.1 |
| 1.2 | Site characteristics                                  | <input type="checkbox"/> | 1.2 |
| 1.3 | Detailed development controls                         | <input type="checkbox"/> | 1.3 |
| 1.4 | Site development parameters and built form directives | <input type="checkbox"/> | 1.4 |
| 1.5 | Servicing considerations                              | <input type="checkbox"/> | 1.5 |
| 1.6 | Special requirements                                  | <input type="checkbox"/> | 1.6 |

**Notes:**

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<b>2</b>	<b>Statement of Intent (By Applicant) – DM Vol. 1 Cl. 9.2.1</b>	
2.1	Development objectives	2.1
2.2	Bulk proposed	2.2
2.3	Height proposed	2.3
2.4	Coverage proposed	2.4
2.5	Parking proposal	2.5
2.6	Access proposal	2.6
2.7	Servicing proposal	2.7
2.8	Special design intentions	2.8
2.9	Brief to design team and scope of work	2.9
2.10	Schedule of accommodation (Draft)	2.10
2.11	Indicative budget (Building, landscaping and professional fees)	2.11

Notes:

<b>3</b>	<b>Outline Design Submission and Preliminary Sketch Plans – DM Vol. 1 Cl. 9.2.2</b>	
3.1	Overall layout and site configuration	3.1
3.2	Site levels	3.2
3.3	Access points (Pedestrian and vehicular)	3.3
3.4	Services connections	3.4
3.5	Parking provisions	3.5
3.6	Bulk controls	3.6
3.7	Height controls	3.7
3.8	Building envelope	3.8
3.9	Influence on existing and proposed adjoining developments	3.9
3.10	Elevations	3.10
3.11	Architectural features	3.11

Notes:

<b>4</b>	<b>Site Development Plan Review and Approval – DM Vol. 1 Cl. 9.2.3</b>	
4.1	Plans	4.1
4.2	Sections	4.2
4.3	Levels	4.3
4.4	Vehicular Access and Circulation	4.4
4.5	Pedestrian Access and circulation	4.5
4.6	Parking arrangements (Including off site if applicable)	4.6
4.7	Services connections	4.7
4.8	Service areas	4.8
4.9	General landscaping proposal	4.9

4.10	Bulk controls		4.10
4.11	Height controls		4.11
4.12	Other site controls		4.12
4.13	Design study model (1:200)		4.13
4.14	Relation to context		4.14
4.15	Relation to street		4.15
4.16	Relation to (Existing or future) neighbours		4.16
4.17.	Relation to public and semi-public spaces (Including public areas hard and soft landscaping)		4.17
4.18	Indicative Elevations (Including signage zones)		4.18
4.19	Indicative Materials		4.19
4.20	Indicative Colours		4.20
4.21	List of professional team		4.21

Notes:

	<b>Letter dated:</b>	<b>Notes:</b>
SDP Approval by Committee		

**5 Detailed design approval of building plans – DM Vol. 1 Cl. 9.2.4**

5.1	Dimensioned Plans (Scale 1:100)		5.1
5.2	Dimensioned Sections (Scale 1:100)		5.2
5.3	Dimensioned Elevations (Scale 1:100)		5.3
5.4	Site development plan (Scale 1:200)		5.4
5.5	Typical construction details (Scale 1: 20)		5.5
5.6	Special construction details (Scale 1:20)		5.6
5.7	Detailed Landscaping plan including land forming & planting types (Scale 1:200)		5.7
5.8	Detailed signage policy		5.8
5.9	Schedule of Materials for exterior & public lobby areas at ground floor		5.9
5.10	Schedule of Colours for exterior & public lobby areas at ground floor		5.10
5.11	Schedule of Finishes for exterior & public lobby areas at ground floor		5.11
5.12	3 x Hard copies received		5.12
5.13	Electronic copy received		5.13

Notes:

	<b>Date:</b>	<b>Notes:</b>
Detailed building plan Approval by Committee 2 x hard copy sets of plans signed & returned		



<b>6</b>	<b>Construction Review – DM Vol. 1 Cl. 10</b>	
6.1	Nature of tender reported to Committee (Cl 10.2)	6.1
6.2	Due performance contract entered between applicant & The Association (Cl 10.1)	6.2
6.3	Report on successful tenderer, guarantees and previous experience (Cl 10.1)	6.3
6.4	Retention guarantee provided to the Association (Cl 10.1 & 9.1.14)	6.4
6.5	Appointment of Clerk of Works by the Committee (Cl 10.1)	6.5
6.6	Pre – commencement: Approval of Site establishment (Cl 10.2)	6.6
6.7	Pre – commencement: Approval of contractors’ entrances (Cl 10.2)	6.7
6.8	Pre – commencement: Approval of materials and plant storage (Cl 10.2)	6.8
6.9	Pre – commencement: Approval of fencing / hoarding details (Cl 10.2)	6.9
6.10	Pre – commencement: Approval of site office arrangements (Cl 10.2)	6.10
6.11	Pre – commencement: Approval of Security for the site and neighbours (Cl 10.2)	6.11
6.12	Pre – commencement: Approval of contract and commercial signage (Cl 10.2)	6.12
6.13	Pre – commencement: Approval of site management procedures (Cl 10.2)	6.13
6.14	Reports on progress/programme and sub contractors submitted (Cl 10.2)	6.14

Notes:

	Date:	Notes:
Construction Approval by Committee		
2 x hard copy sets of plans signed & returned		

<b>7</b>	<b>Construction and Detailed Items review – DM Vol. 1 Cl. 9.2.5</b>	
7.1	Lighting	7.1
7.2	Signage in terms of approved policy	7.2
7.3	Landscaping	7.3
7.4	Other detailed items	7.4
7.5	Pro forma tenant leases i.r.o. lighting and signage	7.5
7.6	Site and Construction management	7.6
7.7	Site establishment	7.7
7.8	Public safety	7.8
7.9	Hoarding	7.9
7.10	Screening	7.10
7.11	Delivery of materials	7.11
7.12	Management of construction traffic	7.12
7.13	Management of site personnel	7.13

Notes:

**8** Final compliance certificate and As Built drawings – DM Vol. 1 Cl. 9.2.6

8.1	1 x Hard copy As Built received		8.1
8.2	Electronic copy of As Built received		8.2
8.3	Inspection for compliance with approved plans		8.3
8.4	Inspection for compliance with signage requirements		8.4
8.5	Inspection for compliance with lighting requirements		8.5
8.6	Inspection for compliance with landscaping requirements		8.6
8.7	Inspection for compliance with prior reviews		8.7

Notes:

	Date:	Notes:
Certificate of Compliance issued by Committee		
Retention refunded		