

# Annexure BR

## **BUILDING RULES**

1. In this clause unless the context otherwise indicates -
  - 1.1 "*building area*" means an area being a diameter of 50 (FIFTY) metres from a numbered peg on the portion determined by the land surveyor. The numbered peg shall be placed at a point determined by the land surveyor and shall be the centre point of all improvements to be built in the building area;
  - 1.2 "*directors*" mean the directors of the Landowners Association;
  - 1.3 "*improvement/s*" means improvement/s of a permanent nature to be erected within the building area, and which may be used solely for residential purposes;
2. The member is entitled to erect the improvements within the building area on the portions subject to the following:
  - 2.1 Subject to clause 1.1, the improvements shall only be erected within a 50 (FIFTY) metre diameter with the relevant numbered peg, being the centre of such diameter, and of the actual improvements erected thereon, the siting of which has been set to protect the amenities of other members on their properties.
  - 2.2 The improvements shall only be erected upon the property after the member has followed the steps set out hereunder:
    - 2.2.1 The member shall, within the time limit set in these rules, commence and complete the drawing up of and obtaining approvals for the building plans, including landscape plans, for the proposed improvements to be erected on the members property.
    - 2.2.2 Construction shall only be able to commence after the property has been registered into the member's name, and only after the receipt of the approvals required by the directors and in law from the Local District Council.
    - 2.2.3 The directors require that, to protect the interests of ALL members and to ensure that the provisions of the Memorandum and Articles of Association, including these rules, are complied with, that the preparation of the plans and the inspection of construction, both be reviewed at preset intervals by the architectural review committee, which committee includes the services of a private practising architect whose fee shall be paid by the member.
    - 2.2.4 The member shall provide the architectural review committee with concept plans and all parties shall go on to site to review the proposed plans and to approve, with or without alterations, for the plans to proceed to be taken to final plan stage.
    - 2.2.5 Once final plans, including landscape plans, have been prepared, they shall once again, in full detail as required by law from time to

time, be given to the architectural review committee who shall make a final approval prior to the plans being submitted to the Bosveld District Council, or any such authority as may be required by law, for their approval.

- 2.2.6 Upon receipt of the approval of the Dullstroom District Council, or such other authority as may be required by law, and if not basically different to the plans approved by the architectural review committee, then the member may immediately commence with the erection of the improvements, subject to such requirements of any law.
- 2.2.7 During construction, the member shall arrange to advise the architectural review committee to inspect and approve for the construction to go forward to the next level, at the following levels of construction:
- 2.2.7.1 At completion of digging of all foundations and before the throwing of any concrete foundations, when floor levels shall also have been pegged.
- 2.2.7.2 At brickwork complete to roof height and roof trusses constructed, but prior to thatching being started.
- 2.2.7.3 At completion of building and landscaping including all clearing of building rubble from the site.
- 2.3 No member of the company may instal television or radio aerials, or satellite dishes or solar heating panels which are exposed to view on any building structure within the scheme without the prior written approval of the company.
- 2.4 Any swimming pools, if approved, for inclusion in plans approved by the architectural review committee, shall be for pools to a maximum size of 20000 L (Twenty thousand liters) in order to limit the negative effect of swimming pools in scarce water resources.
- 2.5 Once final approval has been signed off by the Architectural Review Committee, the member shall comply at this stage with clause 15.2 of the Deed of Sale as regards calculation and payment of the "*rehabilitation fee*" of R2000, *inter alia* to be used towards the rehabilitation of roads and the environment following building operations.
- 2.6 Without derogating from the directors' power to approve or disapprove the improvements, and subject to the requirements of any authority, the improvements shall comply with the following:
- 2.6.1 The improvements on each portion may not consist of more than 1 (ONE) dwelling-house which may consist of a number of separate structures around a main structure, together with the usual outbuildings, and which dwelling and outbuildings may include some or all of -
- 2.6.1.1 a verandah;
- 2.6.1.2 an entrance;
- 2.6.1.3 a lounge;
- 2.6.1.4 a dining room;

2.6.1.5 a pub;

2.6.1.6 a play room;

2.6.1.7 a TV room;

2.6.1.8 4 (FOUR) bedrooms (en suite);

2.6.1.9 guest bathroom;

2.6.1.10 guest toilet;

2.6.1.11 kitchen;

2.6.1.12 pantry;

2.6.1.13 scullery;

2.6.1.14 laundry;

2.6.1.15 garages;

2.6.1.17 servants quarters.

2.6.2 The erection of the dwelling house must be simultaneous with or before the erection of any outbuildings, unless the Landowners Association waives this condition in writing on such terms as it may deem fit in its own discretion.

2.6.3 It is hereby recorded that the property is zoned for rural occupation as a private dwelling in terms of the guide plan and the property will be used solely for that purpose.

2.6.4 No agricultural or other enterprise of whatsoever nature, shall be permitted on the property.

2.6.5 The purchaser shall not be allowed to conduct any business of whatever nature on the property.

2.6.6 All buildings shall comply with the following:

2.6.6.1 No fencing or walling of the property shall be permitted.

2.6.6.2 All septic tanks, soak-aways or other sewage system must conform to regulations laid down from time to time by the directors. In particular a member shall ensure that the sewage does not cause any pollution. No septic-tank or soak away or sewage system servicing the property may be placed outside the property.

2.6.7 Only natural stone or face-bricks may be used for building or cladding external walls and no external walls will have painted surfaces.

- 2.6.8 All exteriors of doors and window frames shall be unpainted natural wood.
- 2.6.9 During the building of the improvements and thereafter -
  - 2.6.9.1 the property must be kept clean at all times of any kind of rubbish, including empty cement bags, empty paint tins, lunch wrappers, food tins and the like;
  - 2.6.9.2 on completion of the work, all builders rubble and surplus material must be removed immediately;
  - 2.6.9.3 no builders material may be off-loaded on the hardened surface of any road, but only on the property; and
  - 2.6.9.4 cement or concrete may not be mixed on any road but only within the property.
- 2.6.10 A member may only appoint such builders as are approved from time to time by the directors. Builders and their workers may not reside on the property.
- 2.6.11 A member shall be obliged to -
  - 2.6.11.1 to have plans drawn, prepared and approved and the building shall commence within (3) years of date of transfer of subdivision into a member's name;
  - 2.6.11.2 to complete the building operations relating to the improvements within 12 (TWELVE) months from the date of commencement thereof, provided that such date may be extended by factors beyond the member's control. Such factors are restricted to vis major, *causus fortuitus* and the inability of the member to obtain any building materials.
- 3. The Landowners Association itself may erect any improvements on the Landowners Association's portion, provided the plans relating to such improvements comply with the same conditions relating to improvements on a member's property.
- 4. Without derogating from the generality of the foregoing and this clause, the members shall not be entitled to install any overhead cable for any purpose. If a cable is laid on the surface, the cable must be covered to the approval of the directors. Without derogating from the generality of the foregoing, a cable includes a cable for electricity or for any form of communication, including any type of telephone and for the supply of water.