

BOSCHHOEK MOUNTAIN ESTATE

Rules & Regulations

Building and Architectural Guidelines

Contractors' Rules

Version: 25 January 2011

Rules & Regulations

A. INTRODUCTION

1. The Developer (Ankavista Investments (Pty) Ltd) of Boschhoek Mountain Estate, comprising of land portions (hereinafter referred to as "stands") and communal property ("HOA Property") on Portion 10 of the Farm Boschhoek 371 KR, Province of Limpopo ("the Estate"), will register a Home Owners Association (an association incorporated under Section 21 of the Companies Act) ("the HOA") as a Section 21 Company. It is recorded that whilst all the owners of stands in the Estate are automatically members of the HOA, their interests are looked after by elected directors serving on the Board of the HOA. Many of the day-to-day activities of the HOA are in turn managed by a manager or the executive committee appointed by the Board.
2. The objective of the HOA is the provision of a high quality lifestyle in a natural environment on a private game reserve for residents, and the intention of these rules is the protection of this lifestyle. Harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the development.
3. The rules will be ratified in terms of the Memorandum and Articles of Association of the HOA. They are binding upon all occupants of the development, as is any decision taken by the HOA in interpreting these rules.
4. The registered owners of the properties are responsible to ensure that members of their families, tenants, guests/visitors, friends and all their employees abide by these rules.
5. These rules, including the Building and Architectural Guidelines and Contractors' Rules, are subject to change by the HOA from time to time, subject to the written consent of the Developer for as long as the Developer owns land in the development.
6. As this is a Development that will not be managed and controlled directly by the Local Authority, all essential services will therefore be under the control of the HOA or alternatively the appointed Managing Agent and will include, *inter alia*, the following:
 - 6.1 The HOA will be obliged to maintain the roads within the Reserve as well as the access road between the Reserve and the main public road. The road network will however be constructed by the Developer and will thereafter be maintained by the HOA.
 - 6.2 The HOA will be responsible to supply and maintain potable water to the boundaries of all stands. The water reticulation system will be constructed by the Developer and will thereafter be maintained by the HOA.
 - 6.3 Each homeowner will be responsible for the installation and maintenance of the prescribed waste water system for each stand.
 - 6.4 A refuse removal system will be determined by the HOA and the cost of this service will be included in the monthly contribution of each Member.
 - 6.5 Emergency fire-fighting services will be maintained, managed and controlled by the HOA.
 - 6.6 All other services that may be required to effectively manage and operate the Reserve, including employees or managing agents will be employed or appointed by the HOA.
 - 6.7 Environmental Management of the fauna and flora.

7. MEMBERS

- 7.1 Members of the HOA will be all the owners of stands in the Estate, including the Developer for as long as the Developer owns land in the development.
- 7.2 The Board of directors may prescribe formalities to be complied with by a person before that person may become a member but may not refuse any person membership.
- 7.3 Joint owners of stands will be joint members, will be jointly, severally and *in solidum* liable for their obligations, and may only exercise their rights jointly.
- 7.4 In the following situations, the member will be:
 - 7.4.1 *usufruct, usus and habitatio*: the bare *dominium* owner;
 - 7.4.2 *fideicommissum*: the fiduciary.
- 7.5 A member will cease to be a member when he ceases to own land in the Estate and not before.

8. ADMINISTRATION

- 8.1 The Board of directors of the HOA shall elect a manager/an executive committee to attend to the day-to-day activities of the HOA for the smooth and effective running of its affairs and shall confer upon such manager/executive committee any additional duties as the Board may deem appropriate.
- 8.2 All amounts and contributions levied are due and payable in advance on the first day of each and every month.
- 8.3 The HOA has the right to fine transgressors where any of the rules as stipulated by the HOA have been broken. Such fine will form part of the contribution and be due and payable on due date of payment of the contribution. This will however not jeopardize or exclude any other right of the HOA or any other person or instance to institute action against the transgressor in terms of the Law.

9. LEVIES

- 9.1 A Levy shall be imposed on all members to provide the funds to enable the HOA to achieve its objectives. The HOA and the Developer will however not be liable to pay any levies.
- 9.2 The levy will cover the costs of:
 - 9.2.1 Administrative tasks performed by the HOA;

- 9.2.2 Cleaning of communal areas;
 - 9.2.3 General Estate security and access control;
 - 9.2.4 Repairs to and maintenance of:
 - 9.2.4.1 the gatehouse that gives access and egress to the Estate;
 - 9.2.4.2 the game fence surrounding the Estate;
 - 9.2.4.3 the roads servicing the Estate; and
 - 9.2.4.4 other communal areas and facilities;
 - 9.2.5 Supply of water;
 - 9.2.6 Insurance of HOA property;
 - 9.2.7 A contribution to a local school as a social responsibility initiative if so required;
 - 9.2.8 Reserve fund;
 - 9.2.9 Any other purpose which the HOA may deem necessary.
- 9.3 The levies will be payable monthly in advance to the HOA in such a way as may be determined from time to time by the HOA.
- 9.4 The levies shall be determined by dividing the estimated expenses pro rata between the members (excluding the HOA and the Developer) provided that the Board of Directors may resolve that costs which relate essentially to a particular stand or stands only be borne by the owner(s) of that stand(s).
- 9.5 The monthly levy may be adjusted in time to accommodate changed costs or the effect of further development.
- 9.6 Cessation of membership will not entitle a member to any refund of levies or release the member from liability for all levies up to the date of the cessation.
- 9.7 If at any time any amount owed by a member to the HOA is overdue:
- 9.7.1 interest is payable by the member on the overdue amount compounded monthly at 3 percentage points above the published annual prime overdraft rate from time to time of Absa Bank Limited or such other rate as may be determined from time to time by the HOA, not exceeding the highest rate from time to time referred to in the Usury Act, or any replacement act, in respect of any loan;
 - 9.7.2 all the member's rights of membership will be suspended;
 - 9.7.3 the HOA may enforce payment.
 - 9.7.4 A further penalty, to be determined from time to time, will be imposed on any account unpaid after 60 days.

The HOA may engage and pay for the services of professionals in order to achieve its objectives.

B. ENVIRONMENTAL MANAGEMENT

1. No rubble or refuse may be dumped or discarded in any public area.
2. An appeal is made to residents to leave any areas they visit in a better condition than they found it.
3. Flora may not be damaged or removed, and firewood may not be collected.
4. Fauna of any kind may not be hunted, teased, disturbed, chased or trapped by it by people or by animals.
5. No trees or plants may be removed from any stand without the permission of the HOA.
6. Residents must ensure that there is no declared noxious flora on their property.
7. Feeding and luring of game and birds:
 - 7.1. Residents may install birdfeeders and birdbaths which are ecologically and aesthetically acceptable. The HOA's decision on any dispute in this regard will however be final.
 - 7.2. Feeding of any other wild animal or game, whether on the general or private areas, is only allowed subject to the approval of the HOA and to such conditions as the HOA may determine. This clause is also applicable to the creation of waterholes and drinking places for game.
8. Dams and streams:
 - 8.1. No motorised boat, wet bike, jet ski or other motorised floating object is allowed on any dam or stream.
 - 8.2. Canoes, rowing boats and swimming will be allowed subject to the rules of good neighbourliness and consideration of others generally applicable in the Estate.
 - 8.3. Fishing will be allowed on a catch and release basis.
9. No fireworks may be brought into the Estate.
10. On reaching the desired stocking density as indicated in the Ecological Management Plan, game numbers will be reduced by the HOA in a manner approved of by the HOA, provided that no firearm hunting will be allowed. Any proceeds thereof will be for the benefit of the HOA.

C. ROADS, INFRASTRUCTURE, FACILITIES AND SERVICES

1. The roads within the Estate are for the movement of all occupants, whether by foot or mechanical means.
2. The speed limit in the Estate is 30 km/h or as otherwise determined by the HOA. Speeding and reckless driving will not be tolerated.

3. Only roads designated by the HOA may be travelled on by motor vehicles. Other roads may be travelled on by bicycle or by foot.
4. Only motor vehicles and no motorcycles or quad bikes will be allowed.
5. Each owner will be allowed to travel on the roads for game viewing and leisure purposes in no more than two (2) vehicles per household at a time.
6. No vehicle will be allowed in any part of the Estate other than on clearly defined Estate roads. Access tracks providing access to stands are private and may only be used by the occupants of such stands.
7. No new roads may be made unless authorised by the HOA.
8. No bus, taxi or other mode of public transport is permitted in the Estate.
9. Additional roads designated for exclusive use by four-wheel drive vehicles, hikers, cyclists or other shall only be used as designated.
10. The Farm Hoogmoedfontein 368KR to the north of the Estate has a right to thoroughfare across the Estate in terms of an agreement dated 30 April 2010, a copy of which can be obtained from the HOA.
11. Pipes and access roads required for individual stands or by the HOA may cross other stands and/or HOA property, provided that this does not unduly impact on the amenity of such other stands and subject to the approval of the HOA. In the event of a dispute in this regard the decision of the HOA will be final and binding on the parties involved.
12. The HOA shall conclude agreements with dedicated service providers for the following services, subject to demand. The service will be paid for directly by the service user to the service provider.
 - 12.1 Pre-arrival house cleaning, preparation and airing;
 - 12.2 Pre-arrival grocery shopping and delivery;
 - 12.3 Housekeeping during stay;
 - 12.4 Post departure house cleaning;
 - 12.5 Maintenance services;
 - 12.6 LPG Replacement;
 - 12.7 Adult and children adventure activities and educational experiences;
 - 12.8 Any other services in demand.
13. The Developer shall be entitled to determine the conditions of access to the Estate by Leeuwenhof Lodge and Spa for game viewing and other purposes.
14. The Developer, or an entity assigned by the Developer, shall be entitled to conclude a lease agreement with the HOA for an area of 100 hectares or such other extent as may be agreed on in the south-eastern section of the Estate to be used for the breeding of Sable Antelope or such other species at the discretion of the Developer. Expenses and profits will be for the Developer, provided that 5% of turnover or such other amount as may be agreed on is to be paid to the HOA as land rental. The exact position of the area in question shall be at the discretion of the Developer. Whilst access to the area will be controlled, adjacent game viewing roads will be positioned to promote visibility and enjoyment of the species in question by all members.
15. No guesthouses or commercial lodges will be allowed except with the express permission of the HOA and then only subject to such conditions as the HOA may deem beneficial to the Estate.
16. The HOA shall take over and maintain the existing Eskom connection for use at the clubhouse, swimming pool and workshops. The existing farmhouse shall also be entitled to continue using the farm's Eskom connection, provided that a meter is installed and the owner of the farmhouse stand contributes pro rata for his electricity consumption.

D. GOOD NEIGHBOURLINESS

1. No activity or hobby which would cause aggravation or nuisance to fellow residents may be conducted or allowed.
2. No activity causing noise which is disturbing to neighbours or other occupants of the Estate will be allowed. Mechanical maintenance work, including the use of power tools and bush cutters, is only permitted between the following hours: Monday to Thursday 09h00 – 16h00 and Fridays 09h00 – 15h00
3. Washing should be hung on lines screened from the roads and neighbouring properties.
4. Refuse and garden refuse must be contained in approved bins on designated positions and must be secured against damaging by rodents or wildlife.
5. No vehicles, trailers, caravans or boats shall be parked on a stand, unless in a garage, when the dwelling is not occupied.

E. ARCHITECTURAL STANDARDS

All building plans should be in accordance with the Building & Architectural Guidelines applicable to the development. This includes any additions and alterations to existing structures. Initially the Developer and later the HOA shall appoint a professional architect registered with the national controlling body of architects ("the control architect") to ensure that the architectural and aesthetical guidelines are complied with during the design and construction phases. In the event of any dispute the decision of the control architect will be final and binding on the parties.

F. SECURITY & FIRE CONTROL

1. The Estate is surrounded by private land and has no direct access from any public road. It is not close to any major settlement. These factors contribute to the level of security inherent in the Estate. Any additional preventative measures are aimed at fully exploiting this advantage to the benefit of all on the Estate.
2. Security measures at the gate and on the Estate must be adhered to at all times.

3. Every owner must ensure that all contractors in his/her employ adhere specifically to the security stipulations and the conditions with regard to contractor activity.
4. All owners must install and maintain at least 1 x Fire Hose Reel and 1 x 9kg DCP fire extinguisher per dwelling in a position accessible from the outside when the dwelling is not occupied.
5. Open fires are not permitted anywhere on the Estate except for designated areas and boma pit braais at each dwelling. No open fire may be left unattended and must be extinguished when retiring at night. In addition to extinguishing open fires in the pit braai, a steel lid must be placed over the extinguished fire to avoid re-ignition and flying sparks. An owner or occupant who has been negligent in this regard may be held liable.
6. No cigarette butts may be disposed of in the veld.

G. VISITORS, CONTRACTORS, EMPLOYEES AND OCCUPANTS

1. The occupants of any property within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the rules. Each member will be liable to ensure that all persons entering the Estate by express or implicit invitation of the member (e.g. employees, agents, contractors, lessees and other occupants, family, friends, invitees and guests of the member) do not do anything, or omit to do anything, which if done or omitted by the member would be a breach of the member's obligations under these conduct rules. In the event of failure, any such infraction will be deemed to be the member's responsibility who will be fined accordingly.

Every owner must ensure that contractors in his employ adhere to the stipulations of the conditions with regard to contractor activity.

2. The owner may not allow more than 14 (fourteen) people overnight on his stand inclusive of staff.
3. No person may overnight anywhere within the Estate, other than a completed dwelling, certified as such by virtue of an Occupancy Certificate issued by the HOA or relevant authority, or at a camping spot so designated by the HOA. Temporary accommodation prior to completion of construction may be allowed subject to such conditions as the HOA may deem fit.
4. Any servant or staff member will only overnight on the property when the owner or other residents authorised by the owner, overnight in the dwelling on the stand. Permanent residents are exempt from this rule.
5. Where possible, the security at the gatehouse should be advised in advance of the pending arrival of visitors. Non-members or vehicles belonging to non-members shall not be permitted entry for whatever reason without the consent of the host member at the time when entry is sought. The above restriction will, however, not apply to emergency vehicles.

H. PETS

1. No pets will be allowed, provided that the HOA may consent to pets under special circumstances and subject to such conditions as the HOA in its sole discretion may impose, with a view to ensuring the amenity of the Estate. The dogs currently at the existing farmstead will be allowed to remain.
2. If stables are available, an owner may lease such stabling from the HOA. If approved by the HOA, an owner may erect additional stables in a position on the HOA property designated by the HOA. All horses will be maintained by the owner or by a dedicated service provider paid for by the owner and approved by the HOA. No stables may be built on a stand and horses will not be allowed to graze freely on the farm. The HOA shall be entitled to limit the number of horses per member.

J. LETTING AND RESELLING PROPERTY

1. Should any owner want to let or resell the property, he shall advise the HOA in writing in advance.
2. The HOA shall accredit one or more agents, but owners may also sell their property privately.
3. Prospective buyers, Lessees and Agents may only operate on a "by appointment" basis, and must be accompanied by a HOA accredited Estate Agent or the owner(s) at all times. No Owner or Agent is permitted to erect any "For Sale" or "To Let" signage boards in the Estate or the servitude road leading to the Estate.
4. The accredited agent or owner in the case of a private sale must ensure that the Buyer/Lessee is informed about and receives a copy of the Rules & Regulations, Building and Architectural Guidelines and any other administrative regulations and conditions applicable at the time with regard to Building Contractor activity.
5. A clearance certificate must be obtained from the HOA certifying that all levies have been paid and no other monies are owing to the HOA.
6. The Seller or Lessor of a property in the Estate shall ensure that the sale or lease agreement contains the following:

SALE AGREEMENT:

A reference to the conditions of title in respect of the HOA and the development as applicable to the stand.

LEASE AGREEMENT:

"The Lessee acknowledges that upon occupation of the premises, he/she and his/her family, his/her visitors and staff shall adhere to the rules and regulations as contained in the Rules and Regulations of the Home Owner's HOA. The Lessor must personally ensure that the Lessee receives a copy of these Rules, and any other administrative regulation applicable at the time and binds the Lessee to the rules and regulations in the lease."

K. INDEMNITY

The use of the property by, and presence in the Estate of the Member, his employees, agents, contractors, lessees and other occupants, family, friends, invitees and guests is entirely at their own risk at all times. Every member of the HOA hereby waives any right he may obtain against the HOA or the Developer to claim any damage incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere in the development. Every member indemnifies the HOA and the Developer against any such claim made by his employees, agents, contractors, lessees and other occupants, family, friends, invitees and guests.

Any information supplied by the HOA or the Developer will not give rise to any liability or obligation on the part of the HOA or the Developer. Such information shall be verified by the user and be used at own risk.

L. NOTICES:

Any written notice addressed to an owner or occupant of the property will be deemed to have been received and its contents to have come to the addressee's notice if it is (at the discretion of the HOA) either delivered at the property to any person seemingly in occupation of the property and seemingly fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance door to the premises. If it is posted by prepaid registered mail to any postal address of which the owner may have advised the HOA in writing, then ten days after posting thereof.

M. ENFORCEMENT OF OBLIGATIONS

Any legal costs, on an attorney and own client basis, incurred by the HOA arising out of the breach of an obligation under these rules, including any costs incurred in taking action against any person for whom the member is responsible under clause 15 hereof, will be borne by the member in breach.

N GENERAL ISSUES

- 1 While every care will be taken by the HOA to perform its function to the best of its ability and to promote the interests of all members, neither the directors or their appointees/representatives nor agents of the HOA shall be held liable for any loss (consequential or otherwise), damage, injury and/or death, cost, interest and expense which they may hereafter be liable for, pay, incur or sustain in connection with any action, proceedings or claim being instituted against them by any party whomsoever, directly or indirectly arising from or related to the carrying out of the functions of the HOA.
- 2 It is expressly agreed that the manager/executive committee to be appointed by the HOA may resolve any action, proceedings or claims instituted against them without consultation with any other party that may be affected.
- 3 In the event of any owner, member, his employees, agents, contractors, lessees and other occupants, family, friends, invitees and guests failing to adhere to any rules applicable in terms hereof and such failure leading to any action being instituted against the members of the HOA or their employees or agents, then and in that event such owner or member shall indemnify the HOA and keep same indemnified against all loss (consequential or otherwise), damage, injury and/or death, cost, interest and expense which the HOA may hereafter be liable for, pay, incur or sustain in connection with any action, proceedings, or claim being instituted against it by any party whomsoever, directly or indirectly arising from or related to the carrying out of the functions of the HOA.
- 4 It is anticipated that these rules will have to be updated and amended from time to time as circumstances may require. Notwithstanding the fact that the HOA will endeavour to inform members of such changes, all members shall be deemed to have knowledge of and have consented to such amendments. The members shall be responsible for ensuring that their rules are kept up to date.

Building and Architectural Guidelines
See following page

Building and Architectural Guidelines

These guidelines are set out for prospective homeowners and contractors and are the design criteria they will have to comply with if they wish to build at the Estate. The guidelines have been developed to preserve, protect and maintain the unique environmental and physical attributes of the Estate rather than to hamper the development. The existing farmhouse and other structures are excluded from these rules.

The function of the HOA in respect of these guidelines is to ensure that the character and quality of the Estate is maintained, thereby protecting the value of individual homes as well as the environment. Development must conform to the fundamental intention of establishing an environment that is in harmony with nature and surrounding property. It is not the intention to unreasonably restrict building design and construction.

The Architectural Guidelines are a condition of the Agreement of Sale and the Memorandum and Articles of HOA and will be enforced by the HOA. The HOA shall in addition to any other remedy, be entitled to impose fines in respect of approved building plan deviations. The HOA reserves the right to alter or amend the Architectural Guidelines, subject to the approval of the Developer for as long as the Developer owns land in the development.

A. BUILDING CONTROLS

1. GENERAL

The restrictions/guidelines set out below are in addition to any restrictions imposed in terms of conditions of title, town planning schemes or national or any other building regulation, land development area approval, environmental authorisation or other. Notwithstanding that any plans or improvements might comply with any such restrictions imposed by any authority, the approval of any plans or improvements within the Estate shall be at the sole discretion of the HOA as represented by the control architect as set out below. Similarly, compliance with restrictions imposed by the HOA shall under no circumstances absolve the resident from the need to comply with restrictions imposed by any authority nor shall HOA's approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

The architectural style of the house will be considered in conjunction with that of other houses in the area, as well as aesthetic appearance and the proposed placing of the building, and such other factors as the HOA in its entire discretion may deem appropriate.

Initially the Developer and later the HOA shall appoint a professional architect registered with the national controlling body of architects ("the control architect") to ensure that the architectural and aesthetical guidelines are complied with during the design and construction phases. In the event of any dispute the decision of the control architect will be final and binding on the parties. The control architect is Gerd Bolt of Bolt Architects in Waterkloof Ridge, Pretoria, tel (012)460-4698, bolt@mweb.co.za

The design of all dwellings must be executed and endorsed by a professional architect (Pr. Arch) who is a member of the panel of accredited architects for the Estate. Architects wanting to apply for accreditation with the panel must:

- be registered with the SACAP,
- be interested and capable in the design of structures in an ecologically sensitive environment
- recognise the importance of conveying to their Client (owner of the stand in the estate on which a new structure is to be designed) that the interest of the entire Estate be served with the aesthetic appeal of all proposed new structures, and that the HOA desires to establish an architectural language which is appropriate, rooted in the immediate environment, and environmentally responsible.
- recognise that the HOA wishes to prevent the building of inappropriate foreign inspired design styles (e.g. Tuscan, Bali, etc.)

The HOA reserves the right to approve or deny accreditation of an architect in order to maintain the quality of the Estate.

Each owner shall maintain his dwelling exterior and surrounds to a standard acceptable to the HOA. Should an owner fail to do so after having been duly notified, the HOA shall, without derogating from its other recourse, be entitled to undertake such maintenance work and claim from the owner the costs thereof together with such penalties as the HOA may determine.

2. TIME LIMIT FOR CONSTRUCTION

The construction of improvements should commence within 10 (TEN) years from date of first registration of transfer of ownership. In order to reduce inconvenience to neighbours and to prevent unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within one year from commencement. The time allowed for the completion of subsequent additions shall be similarly restricted. Phased design should be handled in such a way that the end of each phase should be aesthetically acceptable to the HOA. Any deviation from the above time limits will be subject to penalties calculated on a daily basis according to tariffs determined by the HOA.

B. BUILDING MATERIALS AND METHODS

1. Owners are encouraged to make use of natural building materials and appropriate alternative building methods as far as possible. This will serve to blend all new structures into the natural environment and create coherent intervention. It will also promote the concept of "treading lightly" in the environment, whilst upholding the quality of the Estate. Materials and methods not in keeping with the desired quality of the Estate will not be allowed.
2. Alternative roof materials include thatch with a scratched plaster topping (mock thatching), natural slate, corbelled stacked slate, synthetic thatch, long and short wood shingle and any of the aforementioned coverings with thatch or reed underlay, – 'sandwich' construction. Traditional thatch may be used, but owners are made aware of the fire risk inherent to the Waterberg, and the propensity of baboons and birds to damage thatch.

If thatched roofing (or 45° roof pitches) are considered, the width of individual buildings will be confined to 6m to prevent excessive height and visible "towering roofs" which are detrimental to the preservation of the intended rural ambience and "un-spoilt" nature.

Corrugated steel roof sheeting, or copper/Rheinznk roof sheeting with "standing seams" will be allowed under condition that the use of these materials is integrated in the design proposal for a particular structure and "speaks" the particular architectural language intended for rural structures. Muted colours to be selected for Chromadek / Clorbond finish (e.g. Dove Grey, Aloe Green), no un-painted galvanised steel or bright colours will be allowed.

3. Alternative walling materials include roll-up canvas, wood, traditional stone, shutter-and-mortar stone, dry packed stone gabions, wattle-and-daub, gum poles, logs, cob, compacted and plastered sandbags, compacted and plastered straw bales,

adobe, rammed earth, vertical & horizontal post construction with either rock and mortar infill or with thatch or reed infill. These can be plastered externally and/or internally for weather and baboon proofing. Ample stone is available on site subject to approval of the HOA. Canvas walls may be protected by roller or pivot shutters when the dwelling is not occupied.

Framed construction with suitable exterior & interior cladding: Architects to propose specific materials and provide detail on the visual impact, construction methods and maintenance issues related thereto for approval by the HOA.

4. Contact the HOA for details of architects with substantial experience in alternative materials and methods. A wealth of information is available on the web. The HOA will endeavour to ensure that contractors trained in the use of alternative materials and methods are available.

C. PLACING OF BUILDINGS

1. Placing of the buildings on the stand will be done in conjunction with the control architect with due consideration for the privacy of surrounding properties. If agreement cannot be reached, the decision of the control architect will be final.
2. Placing of the buildings on the stand will, in terms of the Environmental Authorisation, be subject to the approval of a professional landscape designer or ecologist. Any costs in this regard will be for the account of the stand owner.
3. No building may be placed on a steep rocky slope as indicated in the Environmental Plan.
4. A 20 meter buffer from the edge of the riparian zone must be observed in respect of all stands along the drainage channels. Flood lines must be observed where applicable.
5. A minimum building line of 20 meters or such other distance as the HOA may determine shall be applied on all common boundaries, provided that this may be relaxed with the written consent of the adjacent owner concerned, or by the control architect in the instance of narrower stands.
6. Building placement on terraces shall be set back from the edge of the terrace to the satisfaction of the control architect, to prevent such building being unduly obtrusive or visible from below. Open decks or bomas may extend to the edge of such terraces, subject to the approval of the control architect.
7. The satellite design concept (or "village approach"), e.g. a central living area and kitchen with freestanding bedroom/bathroom units is encouraged to promote phasing and blending into the natural environment.
8. All buildings should be contained within a circle with a diameter of 40 metres or such other area as the HOA may determine.
9. The term "building" as referred to in this Clause C includes all man made structures.

D. TREATMENT OF BOUNDARIES, FENCING, SIGHTING FROM ROADS AND ADJACENT STANDS AND SCREEN WALLS

1. No fencing on the boundaries of a stand will be allowed.
2. The natural environment will be left untouched except for an area, not exceeding an area 5 times the footprint of the dwelling, with a minimum strip of 10 metres wide around the outside of any building to be kept clear from combustible material for fire control purposes. Within this perimeter area the natural vegetation may only be disturbed as prescribed by the HOA for the purposes of paving and fire control measures. No lawns or flowerbeds or vegetation alien to the area will be allowed. On this area the environment must be disturbed as little as possible. The purpose hereof is to impose as little as possible on the natural habitat of the game and create the feeling of "being in the bush" as opposed to city living.
3. Therefore no trees, bush, grass or any natural growth will be disturbed or removed without written approval of the control architect as this also serves as natural screening of buildings from the roads and buildings on adjacent stands.
4. If solid walling is required to enhance the privacy of certain parts of the property (e.g. to screen a swimming pool from the road or adjacent stands), then such walling should not exceed 1.6 metres in height, and should not extend for more than 50% of its length as a continuous line. If a solid wall is unavoidable, a stepped-back or articulated wall is considered more acceptable. This will however only be allowed on the area approved by the control architect.
5. The control architect must approve all garden walls and fencing with regard to both materials and dimensions.
6. SWIMMING POOLS:
 - 6.1 No swimming pool larger than 16 square meters will be allowed.
 - 6.2 The design of the swimming pool will be such that any wild animal falling into the pool will be able to easily climb out of the pool.
 - 6.3 Detailed design of the swimming pool must be lodged with the control architect for approval. Contact the HOA for details of solar pump installation and alternative filtration. The use of natural as opposed to chemical water clearing agents may be imposed.
 - 6.4 Swimming pool water discharge will be subject to conditions imposed by the HOA.

E. PROHIBITED BUILDING MATERIALS AND STRUCTURES

The use of natural building materials and alternative building methods are encouraged. However, within the style and outside finishing prescribed by the HOA, in principle no limitations are placed on building materials other than the following items, the use of which is not allowed:

1. Unpainted plaster (except where the plaster is coloured naturally – subject to approval);
2. Reflective or brightly coloured roofing materials;
3. Pre-cast concrete walls;
4. Razor wire, wire fencing, security spikes or similar features;
5. Lean-to and metal roof or temporary carports; wendy houses or patent type shade netting structures.

F. MISCELLANEOUS ARCHITECTURAL GUIDELINES

1. The general style prescribed is a bush house, lodge or farm type design with natural look and natural outside finishings and colours. The intent of this rule is to prevent inappropriate "outlandish" or "non-contextual" [so] called styles, eg. Bali, Tuscan, Georgian, etc. and to encourage owners and their architects to embrace the development of buildings rooted in the landscape and in harmony therewith. The rich inheritance of the African landscape provides plenty of inspiration for the development of an "own architectural language", which begs to be developed to provide the HOA's desired character. The individual owners are encouraged to appoint architects who understand this principle and will be able to offer creative design solutions, suitable and effective in terms of initial cost as well as "life cycle cost" [the cost of maintenance over an extended period) and wholly appropriate in this environment.
2. Plaster on outside walls should be coloured only in natural (earthy) colours approved by the HOA.
3. Details of the design and colour of parapets, fascias, capping eaves, roof trim, guttering and roofing materials in general should be specified for approval.
4. The design of lighting must be considered in the context of the environment. "Light pollution" (over-designed provision of lighting, exterior and interior)will be prevented.
5. All external finishes and colours should be specified, and colour samples may be requested.
6. Awnings, TV aerials and other items, which do not form part of the basic structure should be clearly shown and annotated on drawings.
7. Solar heating panels and solar geysers should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated on drawings. Solar geysers may not be obtrusive.
8. Only one kitchen per stand will be allowed.
9. All buildings and additions should match in design and style.
10. Staff accommodation should open onto screened yards or patios.
11. Yard walls and screen walls should complement the basic materials of the building.
12. All exposed plumbing and washing lines should be fully screened from the roads or adjoining properties.
13. All toilets must be equipped with a half flush function.
14. The floor space of all dwellings may be up to 500 square meters, exclusive of open decks, lapa's, undercover garages or parking but including undercover patios.
15. No part of a dwelling may have a footprint larger than 250 square metres. Any dwelling with a larger footprint should be divided into freestanding parts to promote blending into the natural environment.
16. No dwelling may provide sleeping facilities for more than 14 (fourteen) people (including staff accommodation which will not provide for more than 2 (two) staff members).
17. Dwellings may be two storeys (ground floor plus one) in height, except in instances where the control architect determines that the building will be unduly obtrusive or visible, particularly against a skyline.
18. If required, lightning conductors must be according to SABS standards and painted in a natural colour approved by the control architect, in order to reduce visibility and glare. The control architect may require more than one lightning conductor if this will contribute to reducing the height of lightning conductors.
19. No external light sources (e.g. outside lights, flood lights or garden lights) are permitted which are directly visible from any boundary of a stand when lit.
20. Waste bins will be stored and concealed in a structure inaccessible to rodents, baboons, monkeys and other animals or birds. Such structure is to be built in accordance with the prescription issued by the HOA.

G. SERVICES

It is the intention that Boschhoek Mountain Estate should be self sufficient in terms of services and infrastructure. Furthermore, the concept of treading lightly in the environment and cost optimisation will be promoted.

1. ENERGY

- 1.1 Solar and other sources of alternative energy may be used, the latter subject to approval of the HOA. Residents are encouraged to use adhesive flexible solar panels such as Unisolar that cannot be removed without damage. Typical installations include north facing concrete mountable kerbs on a concrete slab, surrounded by a low screen wall. Individual stands will not be supplied with Eskom electricity.
- 1.2 Solar energy will typically be used for low current or short duration appliances such as lights, television, microwave ovens, kettles, toasters, hairdryers, etc. Due to the use of ultra violet light rather than direct sunlight, correct system design will ensure operation during permanently overcast weather. Contact the HOA for details of expert contractors if required.
- 1.3 Silent generators may only be used in a secondary role for high currency appliances such as washing machines, dishwashers and the like. Silent generators may not be audible at a distance of 40 metres from the source, or half way to the closest other dwelling, whichever is the shorter, or such other distance as may be required by the HOA. Silent generators may only be used between 09h00 and 15h00. The HOA shall be entitled to suspend the use of any generator with immediate effect. The HOA may be approached for information on silencing techniques and structures. LPG conversions and remote starting of generators are cost effective technologies which could contribute to ease of use.
- 1.4 Energy saving designs should be incorporated into house design as far as possible. Energy saver globes (fluorescent and LED) shall be used in all light fittings where possible. The inherent insulation properties of any natural building materials should be fully exploited.
- 1.5 Washing machines and/or dishwashers, if required, should be supplied with hot water from the solar geyser for the sake of energy efficiency.

- 1.6 The use of gas (LPG) is permitted for secondary electricity generation, cooking, refrigeration, general heating and alternative geyser purposes. Gas bottles shall be screened and not externally visible. Gas installation must be undertaken by a contractor qualified to the satisfaction of the HOA.

2. WATER SUPPLY:

- 2.1 Each stand will be supplied with a water connection on the stand boundary.
- 2.2 House connections will adhere to specifications as laid down by the HOA. A water meter must be installed prior to construction so as to monitor against leakages.
- 2.3 Water pressure in the gravity fed supply network will differ at individual stands in accordance with the natural ground elevation. In cases of lower pressure a household pressure pump may be fitted. In cases of higher pressure, it is standard practice to install a pressure control valve to protect household equipment.

3. WASTE WATER AND SANITATION:

- 3.1 The owner will install and maintain the waste water system set out below in the manner prescribed by the HOA and in the position approved by the control architect.
- 3.2 A dual waste water system will be used for each dwelling. The one drain will collect the outflow from the bath, shower and hand basins ("grey water") and terminate in a holding tank, with a small irrigation sump and gravity feed or pump for direct irrigation. The other drain will collect the effluent from the toilets and kitchen (black water) and terminate at a septic tank for each dwelling. The outflow from each individual septic tank is to a small lined pond containing vegetation acting as a mini artificial wetland, and equipped with a water supply and ball valve to ensure that the artificial wetland vegetation remains intact during periods of no use. The outflow from the wetland pond is directed into a second lined evaporation pond. All ponds are to be adequately protected from damage and access by game. Contact the HOA for design specifications.
- 3.3 The mini artificial wetland pond and/or evaporation pond components of the effluent treatment system for a particular stand, together with any point of irrigation of grey water, shall be situated at least 100 metres or such other distance as the HOA may determine from the edge of a stream or dam. Where it is impractical to situate such ponds or point of irrigation on the stand itself, such components may be situated on the HOA property at a position approved by the control architect, provided that such components shall be maintained by the stand owner.

H. PROCEDURE FOR THE APPROVAL OF BUILDING PLANS, OCCUPATION AND PENALTIES

1. After the building position has been determined, conceptual designs and sketch plans together with site plans must be submitted to the control architect for consideration and approval. Two copies of each plan must be submitted. The sketch and site plan consideration fee is R 1000.00. The design architect may be requested to personally address the control architect on specific queries. Should the control architect require a site visit to assess building placing, an additional fee of R2000.00 will be required. Site and sketch plans will ordinarily be approved or rejected within 14 (fourteen) days (December/January closure period excluded).
2. Working drawings in compliance with the approved sketch plans, together with a consideration fee of R1500.00, are to be submitted to the control architect for approval prior to being submitted to the Local Authority for approval. Note that the Local Authority will not accept plans that do not bear the HOA stamp of approval.

All building plans submitted must show contours of at least 500 (five hundred) millimeter intervals and indigenous trees and rock formations should be indicated.

The designer may again be requested to personally address the control architect on specific queries or alternatively perspective sketches may be requested.

3. Once approved, building plans will be returned to the applicant for submission to Modimolle Municipality.
4. No construction may commence before a Contractor's Registration Form as determined by the HOA has been submitted to the HOA and a building deposit of R10 000 (Ten Thousand Rand), payable by Electronic Funds Transfer, has been paid to the HOA. This amount will be held in trust (free of interest) by the HOA until completion of the buildings. This deposit may be used to pay for the removal of any rubble or to make good any damages caused by the contractor, e.g. roads, services, etc. or in lieu of penalties caused by transgression of these rules and other rules by the owner or his contractor.

5. ALTERATIONS OR ADDITIONS

The same design criteria and rules will apply as set out herein.

6. OCCUPATION OF NEW DWELLINGS

It is compulsory to obtain a HOA Occupation Certificate before occupation of new dwellings.

A HOA Occupation Certificate will only be issued after:

- One set of coloured building plans, approved by HOA and Modimolle Municipality, is submitted to the HOA, which will be kept for record purposes.
- A final site and building inspection by the HOA and adherence to all guidelines and regulations imposed by the HOA.

7. PENALTIES

The HOA will be entitled to claim penalties from the owner or contractor in their absolute and sole discretion for any breach of these rules.

Building Contractor Rules

See following page

Building Contractor Rules

The HOA has adopted certain rules relating to building contractor activity in the Estate. The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to residents, the environment and wildlife. To ensure sufficient control, only accredited Contractors approved by the HOA will be permitted to build. Any contractor may apply for accreditation, but the HOA reserves the right to approve or deny accreditation at its sole discretion. Where an owner acts in the capacity of owner-builder, the same conditions will apply as would have been applicable to a third party contractor.

1. LEGAL STATUS

The conditions governing building activities, which are set out in this document, are rules adopted by the HOA and are therefore binding on all residents, their professionals, contractors and sub-contractors in any building contract concluded in respect of the property in the Estate and all such contracts may be required to be submitted to the HOA for approval.

The HOA has the right to suspend any building activity in contravention of any of the conditions and to refuse access to the contractor or other workers and the HOA accepts no liability whatsoever for any losses sustained by a resident as result thereof.

2. CONTRACTOR'S DEPOSIT

In addition to the building deposit paid by the stand owner, a Contractor's Registration Form must be submitted with a contractor's deposit of R5 000 (Five Thousand Rand), payable in cash or by cheque. This amount will be held in trust (free of interest) by the HOA until completion of the contractor's activities.

Building sites will be inspected periodically and should any of the conditions or rules be breached then a notice of warning will be delivered, faxed or e-mailed to the contractor, requiring him to remedy such breach within such reasonable time as stipulated on the warning notice. If the contractor fails to remedy such breach within the stipulated period then the HOA will rectify the breach on the contractor's behalf and deduct the cost of rectifying such breach and/or the subsequent fine from the contractor's deposit.

3. HOURS OF WORK

Unless otherwise arranged with the HOA's appointed representative, contractor activity and access to the Estate, including deliveries, are limited to the following hours:

07h00-18h00 Monday to Thursday
07h00-15h00 Friday.

No contractor activity or deliveries shall be permitted outside these hours and on Saturdays, Sundays and Public Holidays.

In addition to the restriction on building hours contained above, the contractor may not conduct any activity on any site within the Estate during the December/January closure period as determined by the HOA.

4. SITE PREPARATION

No physical construction may commence before:

- the area approved by the HOA for building purposes has been screened on all boundaries to a height of 1,5 meters using Hessian cloth or other screening material approved by the HOA,
- the water connection and meter has been installed and connected on site,
- the HOA's representative has approved the installation and positioning of the site toilet,
- entrance to the site toilet has been screened.

No building boards may be erected on the site, anywhere on the Estate or the private servitude road leading to the Estate.

5. CONTRACTOR PERSONNEL

Contractor personnel shall under no circumstances be permitted to remain on the building site or Estate at any time other than the Hours of Work specified above.

All contractors and their workers will only be allowed to enter/exit the Estate through the main gate with an approved contractor's access card to be purchased from the HOA or alternatively with a temporary one-day access clearance pass. Security, access controls and security procedures may be revised from time to time.

No workers or temporary workers may be collected or dropped off at the main gate.

All workers must remain within the screened area of the building site throughout the day and are not allowed to walk around the Estate.

If any contractor or his worker is found disturbing, endangering or removing any animal, fish, birdlife or flora on/from the Estate, or is found pilfering, stealing or removing material or goods without the necessary permission or is under the influence or in possession of alcohol or any illegal substance or is involved in any form of violence, the contractor will be removed from the site and be denied future access to the Estate, and to undertake any further work on the Estate.

Fires for cooking or any other purpose are not permitted.

6. ROAD USE AND DELIVERIES

The speed limit in the Estate is 30 km/h. Speeding and reckless driving will not be tolerated.

All contractors and their workers must travel by vehicle to and from the building site along the route prescribed by the HOA and all occupants must remain in/on the vehicle until the destined building site is reached. Extreme caution must be taken by heavy vehicles to cause as little as possible damage to the road surface and environment.

Vehicles in excess of 10 metric tons will not be allowed.

It is the responsibility of the contractor to ensure that no materials are stored on the road or anywhere on the stand other than within the screened building area. Off-loaded materials which encroach onto the prohibited areas shall be moved by the contractor to within the screened area of the site immediately after delivery.

7. SITE CLEANLINESS

Building sites are to be kept clean at all times in accordance with the HOA representative's standards. If a contractor fails to keep the building site and surrounding area clean he may be prohibited from continuing any further work on the site until such time that the site is brought up to acceptable standards and neatness.

The contractor must provide facilities on the site for rubbish and or rubble disposal and shall ensure that the workers use this facility. Rubbish and or rubble shall be removed weekly and may not be burnt or disposed of on the Estate. Waste of any kind shall not, under any circumstances, be dumped anywhere on the Estate or the private servitude road leading to the Estate.

8. DAMAGE TO THE PROPERTY

The owner and the contractor will be held responsible for any damage caused during the building process to any property.

9. GENERAL

The contractor acknowledges that he is aware that the Estate is a security Estate and shall at all times adhere to the security regulations and controls, and shall co-operate with the HOA and security personnel so as to maintain security on the Estate. The Estate security personnel reserve the right to subject vehicles and or persons entering and exiting the Estate to a search.

Contractors shall endeavour to limit inconvenience to residents and limit unnecessary noise, dust creation and the like.

Should the HOA have any reservation with regard to the conduct of a contractor, the HOA reserves the right to suspend all building activity without prior notice and free of any recourse from the owner or contractor until remedial measures are implemented as required by the HOA.

All owners and contractors shall observe and adhere to any further rules and regulations which may be introduced by the HOA from time to time.

10. FINES AND PENALTIES

Any owner or contractor who contravenes or fails to comply with any of the provisions of these rules, or any conditions imposed or directions given in terms of these rules, shall be deemed to have breached these rules and shall be subject to any penalties including fines, imposed by the HOA.
