

**HOME OWNERS ASSOCIATION OF NAUTILUS
BAY COASTAL RESERVE**

BUILDING RULES

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1. DEFINITIONS

In this Agreement, unless the context indicates the contrary:

- 1.1. **“Aesthetic Committee”** means a committee comprising those designated member(s) of the Executive Committee of the Association, as well as the Controlling Architects appointed by the Association from time to time;
- 1.2. **“Association”** means the **HOME OWNERS ASSOCIATION OF THE NAUTILUS BAY COASTAL RESERVE** which Association has been established in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No 15 of 1985;
- 1.3. **“Approved Plans”** means a set of building plans as approved by the Aesthetic Committee and/or the Local Authority regarding any alterations or new buildings;
- 1.4. **“Building Rules”** means the building rules contained herein, together with all annexures, as amended from time to time;
- 1.5. **“Common Property”** means those areas or Units in the Development not designated for private ownership by Members, and without derogating from the generality thereof, shall include:
 - 1.5.1. those Units in the Development registered in the name of the Association for the benefit of its Members, as more fully set out in Deeds of Transfer No T009542/10 and T057367/10; and
 - 1.5.2. those Units or areas in the Development designated as Common Property from time to time by the Association, authorised by its Members;
- 1.6. **“Contractor(s)”** means any natural person or legal entity appointed by the Member of a Unit in the Development to construct a building, or part thereof, on the Unit and includes the members, directors, sub-contractors and agents of such person or entity;
- 1.7. **“Design Guidelines”** means the Architectural Design Guidelines annexed hereto as Annexure “A”, and shall include any amendments or additions thereto imposed from time to time by the Association;
- 1.8. **“Developer”** means VURU VURU ESTATE WEST PROPRIETARY LIMITED, REGISTRATION NUMBER 1999/006617/07, or its successors-in-title;
- 1.9. **“Development”** means the development known as the Nautilus Bay Coastal Reserve, established on the Property, for the purpose of a private nature

reserve and private holiday homes;

- 1.10. **“Development Conditions”** means the conditions imposed from time to time by the Association in order to regulate and control development and building activities in the Development and which conditions are contained in the Building Rules, Architectural Design Guidelines and the Constitution of the Association;
- 1.11. **“Executive Committee”** means the committee as contemplated in clause 6 of the Constitution of the Association;
- 1.12. **“Estate Manager”** means a manager so appointed by the Association from time to time in terms of its Constitution;
- 1.13. **“Local Authority”** means the Municipality and Division of Mossel Bay, Western Cape Province, or its successor in title;
- 1.14. **“Member”** means a member of the Association and a registered owner of a Unit, as contemplated in clause 5 of the Constitution of the Association;
- 1.15. **“Private Open Spaces”** means that portion of a Unit on which no building(s) shall be erected;
- 1.16. **“Property”** means Portion 1 of the Farm Klipfontein No. 344, in the Municipality and Division of Mossel Bay, Western Cape Province, Republic of South Africa, and all and any sub-divisions thereof, as more fully indicated on General Plan No SG 1442/2002, as approved on 05/12/2002;
- 1.17. **“Supplier”** means a natural person or legal entity which supplies any product or service to the Member or the latter’s Contractor;
- 1.18. **“Unit”** means a sub-divided portion of the Property, as more fully indicated on General Plan No SG 1442/2002;
- 1.19. words importing the singular shall include the plural and the converse shall also apply; the masculine gender shall include the feminine and neuter genders shall include the masculine and feminine genders.

2. **INTRODUCTION**

- 2.1. The Association, being the representative of the residents and Members in the Nautilus Bay Coastal Reserve, has adopted certain rules, relating to requirements applicable to the approval of building plans, measures to endeavor to ensure adherence to approved building plans and building contractor activity in the Development, and associated matters. The primary intention of the provisions hereunder is to ensure as far as reasonably practicable that any building work adheres to the Development Conditions laid down by the Local Authority and that all building activity at Nautilus Bay Coastal Reserve occur with the least possible disruption to Members, and at

the same time maintaining optimum security levels. In the event of uncertainty, Members or their Contractors may contact the responsible member of the Executive Committee or the Estate Manager for clarity.

3. LEGAL STATUS

- 3.1. The Nautilus Bay Coastal Reserve was established in 1998 by the Western Cape Department of Housing and Planning in terms of the provisions of Section 29(1) of the Land Use Planning Ordinance No. 15 of 1985. In terms thereof, the Property was re-zoned as Resort Zone II and Open Space III (Private Nature Reserve), subject to various conditions.
- 3.2. All Units registered in the name of Members are zoned Resort Zone II.
- 3.3. One of the objectives of the Nautilus Bay Homeowners Association is to ensure that the building activities conducted on the Property do comply with the conditions as stipulated by the Western Cape Department of Housing and Planning.

4. MEMBERS' OBLIGATIONS AND RESPONSIBILITIES

- 4.1. The conditions governing building activities that are set out in this document are rules adopted by the Association and are therefore binding on all Members, their Contractors, consultants, architects and Suppliers. All Members are responsible to ensure full compliance herewith by their Contractors, Suppliers and architects. All Members are obliged to ensure that their building Contractors and architects are made aware of Development Conditions and comply strictly therewith. Members, Contractors and architects are required to ensure compliance with the relevant sections of the security rules applicable to Suppliers. Members are therefore required to include the Development Conditions in any building contract and any contract with an architect in respect of the Development. The Aesthetic Committee may require that all such contracts be submitted to the Association for prior approval. The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Association accepts no liability whatsoever for any losses sustained by a resident, Member, Contractor, professional consultant, adviser or whatever status the person may possess, as a result of such suspension.
- 4.2. Contractors, Suppliers, professional consultants, architects or any adviser or an employee of any such person, visitor or person associated with the building operations, who are found to be in breach of the Development Conditions, may be barred permanently from entering the premises of Nautilus Bay Coastal Reserve.
- 4.3. The rules, procedures and codes of conduct contained herein are not negotiable and no exceptions will be made nor any compromises allowed.

- 4.4. "Owner Builders" will be regarded as "Contractors" until all building activities have been completed. This rule is unconditional and no exceptions will be made.
- 4.5. When approval of a building plan is requested from the Aesthetic Committee, the Member shall furnish the Aesthetic Committee also with:
 - 4.5.1. if the architect is required to supervise building work or any aspect thereof, a declaration by the architect that he will ensure adherence to the building plan as approved by the Aesthetic Committee and that he will comply with these rules;
 - 4.5.2. a declaration by the builder that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of the building, viz. 250m², as stipulated in the Development Conditions;
 - 4.5.3. a declaration by the Member that he undertakes to adhere to these rules, the Architectural Guidelines and Development Conditions, specifically with regard to the maximum floor area of the building, viz. 250m², as stipulated in the Development Conditions.
- 4.6. Signed copies of all documentation required by the Aesthetic Committee, as well as full payment of all approval fees shall accompany any application for the approval of building plans.
- 4.7. All building plans, including future alterations and proposed materials, must be prepared in accordance with the Architectural Design Guidelines and Development Conditions applicable to the Development.
- 4.8. A Member may not commence with building work or any building improvements to his Unit:
 - 4.8.1. without the prior written approval of the Aesthetic Committee that the building plans are approved by the Association;
 - 4.8.2. unless he provides the Aesthetic Committee with a written declaration by the architect that the location of the house as pegged on site accords with the building plans and the location of the buildings, as approved by the Aesthetic Committee; and
 - 4.8.3. unless he furnishes to the Aesthetic Committee with the duly completed declarations and documents referred to in par 4.5 and 4.6 above.
- 4.9. No improvements of any nature may be effected on a Unit in the Development without the prior written approval of the Aesthetic Committee and prior to having obtained the approval of building plans by Local Authority in respect of such improvements to be erected in the Development.

- 4.10. The Member or his Contractors may not commence with site clearing prior to the granting of approval by the Aesthetic Committee in writing of the location of the proposed building on the Unit. Area cleared to be fenced off. Under no circumstances can the cleared area exceed 600m².
- 4.11. A signboard of a Contractor to be erected only in the prescribed format as per the Association's standards, details of which are available from the Estate Manager. Such boards are not to be erected on the pavement. No sub-contractor's boards are allowed. All boards must be removed after completion of construction.
- 4.12. The Member has to acquaint himself with the security protocols of the Development. The Estate Manager will inform him of all the security rules/protocols applicable to the building process.
- 4.13. It is the Member's responsibility to acquaint himself with the location of any bulk services and infrastructure that may not be disturbed in close proximity of his Unit or on his Unit. In the event of any contravention hereof the Member shall liable for any damage.
- 4.14. The Member will be liable for all contraventions by his Contractors, Suppliers, or agents, and it is therefore in the interest of the Member to advise all Contractors, Suppliers and agents of the contents hereof and to make the performance of their contracts with the Contractor subject to compliance herewith. Contraventions of any Development Conditions may result in penalties or other appropriate remedial action imposed by the Association.
- 4.15. Only the area on which the building is erected and the area immediately surrounding such area may be cleared of indigenous plants. Under no circumstances may other areas be cleared of such plants.
- 4.16. Upon completion of building work, the Member shall furnish the Aesthetic Committee with an occupation certificate as issued by the Local Authority. Should the Member fail to furnish any such certificate within a period of 4 months after completion of the building, the building deposit may at the discretion of the Association be forfeited to the Association.
- 4.17. The Member shall at all times comply with all environmental laws and management plans, statutes and regulations, inclusive of the rules of the Association. The Member shall ensure compliance with the provisions of this clause by all its Contractors, agents and Suppliers.
- 4.18. The Member shall at all times ensure compliance by his Contractor with all occupational health and safety legislation.
- 4.19. A prescribed fee as defined in the Architectural Design Guidelines shall be payable for the approval of building plans or alterations.
- 4.20. The Member has to furnish the Aesthetic Committee with a set of plans that

clearly specify and define the completed product “as build plans”.

5. HOME OWNERS ASSOCIATION OBLIGATIONS AND RESPONSIBILITIES

- 5.1. The Aesthetic Committee has the right to suspend any building activity due to a contravention of any of the conditions herein and the Aesthetic Committee accepts no liability whatsoever for any losses sustained by a Member, Contractor, professional consultant, adviser or whatever status the person may possess, as a result thereof.
- 5.2. Should a Member, builder, consultant or architect at any stage deviate from an approved plan, the Association may require all building work to cease and may require the Member to take measures to ensure that such building work complies with the Approved Plans and all Development Conditions.
- 5.3. The Aesthetic Committee has to approve in writing the placing of the proposed building before the commencement of building activities.
- 5.4. The Association will task the Estate Manager to enforce the security rules in order to ensure a safe and secure environment for its Members.
- 5.5. The Estate Manager will assist the Member if requested in identifying bulk services and infrastructure in close proximity of his Unit or on his Unit that may not be disturbed.
- 5.6. The Association will establish, manage and maintain an Aesthetic Committee to assist in the evaluation and approval of any building activities to be conducted on the Development.
- 5.7. These rules and regulations may be amended by way of giving written notice of 5 working days and such amendment will be published on the notice board in the office of the Security Manager and he will personally inform the relevant Contractors.
- 5.8. Inspections may be carried out by the Estate Manager or the Security Manager on a regular basis to ascertain compliance with the Development Conditions.
- 5.9. Any of the functions of the Estate Manager or Security Manager, may at any time be performed by the Association or any other person authorised by the Association.

6. BUILDING DEPOSIT

- 6.1. The Member shall pay a deposit or bank guarantee of R50 000, 00 (fifty thousand Rand) to the Association, as cover for damages which may result

from the building operations or incidental activities. Such amount shall be paid before the commencement of any building operations as defined. The Member indemnifies the Association against any loss or damage resulting from his/its own conduct or the conduct of any of its Contractors, or any employer or agent of such persons. Accordingly, any damage or loss caused by the Member, Contractor or any employee or agent of such persons may in the sole discretion of the Association be deducted from such deposit.

- 6.2. The Association has the right to recover any legal fees incurred if it is necessary to address any deviation from this Agreement or the approved building plan from the deposit.
- 6.3. The cost to repair damage sustained to any infrastructure will also be recovered from the deposit.
- 6.4. Upon completion of building work, the Member shall furnish the Association with an occupation certificate before the refunding of his building deposit will be processed.
- 6.5. The deposit will earn no interest and thus no interest will be paid.

7. HOUSEKEEPING

- 7.1. Contractor and any associated activity shall only be allowed during the following hours:

06h00 - 18h00 - Normal weekdays all workers must be transported by the Contractor and no employee may walk between the site and the main gate.

07h00 - 13h00 - Saturdays (Public Times)

- 7.1.1. All workers must be transported by the Contractor and no employee may walk between the site and the main gate. Nor are they allowed to stroll on neighbouring properties.
- 7.1.2. No Contractor or his employees will be allowed in the Development or on the site after 18:00 during the week or after 13:00 on a Saturday, or on Sundays and Public Holidays. No work and or construction may be conducted during these periods, save for official inspections called for by the Estate Manager or the Local Authority or with the express prior written permission of the Estate Manager. In the event where the Contractor has failed to make the necessary arrangements as aforesaid, but due to unforeseen and urgent circumstances it becomes necessary to complete work on the site outside the said hours, he must request permission from the Estate Manager in whose sole discretion it will be to grant or deny such permission.

7.1.3. In the event of Contractors casting concrete and working later than the prescribed time, special consent must be obtained.

Notes: *No Contractor is allowed to conduct any construction activity on Sundays and Public Holidays. No special permission will be granted, as these days are viewed as Private Time.*

- 7.2. Provide prior to the commencement of construction of the works, suitable and operational water-borne toilet, or regularly serviced chemical toilets on the site and ensure that the toilet is maintained in a neat, hygienic and working condition at all times.
- 7.3. No fire arms, weapons, alcohol, drugs or any other intoxicating substances will be allowed on site or within the boundaries of the Development at all times. The use of such substances on site is strictly forbidden. Contravention of this prescription may result in the permanent barring of the transgressors. A fine up to a maximum of R1000, 00 may be levied by the Association against the Member.
- 7.4. No night watchmen will be permitted in the Development. Contractors must provide a designated lock-up shed or storage area on building sites for any materials or equipment.
- 7.5. Should a Contractor dismiss any of his staff it shall be his responsibility to advise in writing the Estate Manager's offices so that the Estate Manager and security personnel can effect the necessary record thereof. Failure to comply will result in a fine amounting to a maximum of R500.00 levied by the Association on the Member.
- 7.6. If any employee is found to be intoxicated or under the influence of an inebriating substance, his access shall be denied and access may be permanently refused.
- 7.7. Fires will only be permitted if controlled in a "boiler/ drum" and placed in a cleared and secure space.
- 7.8. All Contractors shall supply a waste bin on site, to collect all rubble and rubbish, which bin is to be emptied by the Contractor at its own costs in an approved disposal site of his own choice not on the Development, immediately upon being full. The builders rubbish and rubble may not be disposed of into any facility provided by the Association for the household rubbish of the residents nor may any rubbish or rubble be dumped on ground in the Development or outside the boundaries of the Development that has not been constituted as a legal waste disposal ground. In the event where any builders rubble is required to be used as landfill on any other unit in the Development, the prior written consent of the Estate Manager is required prior to dumping any such rubble on such other unit. All waste bins shall be cleared

at the end of each working week of all organic, hazardous and/or perishable items, in order to ensure that no hazardous and/or rotten materials are left stagnant over weekends are left stagnant over weekends.

- 7.9. All forms of paper rubbish, cement bags, cardboard boxes etc. must be collected and removed on a daily basis. Roads in front of the building site must be swept, and must be kept free of rubble, stone, sand, bricks or rubbish at all times. No person will be allowed to burn any rubbish on site.
- 7.10. The Contractor may not utilize the sidewalk as storage space for building materials, including but not limited to sand, stone, bricks and scaffolding.
- 7.11. If a Supplier delivers materials and he encroaches onto the pavement, sidewalk or roadway, these materials must be moved onto the site by the Contractor, before close of work on the same day. No material may be allowed to remain on the roadway, sidewalk or pavement and it is the Contractor's and the Member's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road surface during building operations, whether due to normal activities and/or acts of god.
- 7.12. Contractors must comply with all general site cleanliness rules to the satisfaction of the Estate Manager. If a building site / sidewalk is dirty, and such notice has been served from the Estate Manager, the Contractor must clean up the area the same day or within 1 working day of notice served.
- 7.13. The speed limit for vehicles inside the Development is 30km/h. The Member must ensure adherence thereto by all his workers, Contractors, Suppliers or other agents.
- 7.14. No construction work to houses will be allowed during the period 16 December up to the end of the first week in January.
- 7.15. A signboard of the Contractor's details has to be erected as per the Association's standards.

8. AUTHORISED WATER AND ELECTRICITY USAGE

- 8.1. No water or electricity may be used from neighbouring units without prior written authority of the Member of such unit.
- 8.2. No water may be used from the fire hydrants around the Development, except for emergency situations. Water may be used only from the proper water connection for that specific unit.
- 8.3. Electricity may be used only from the proper connection for that specific unit.
- 8.4. Members must install prepaid electrical meters on the premises as no metering will be attended to by the Association.

9. SECURITY REGISTRATION

- 9.1. Before any Member or Contractor will be allowed to commence any building operations, including the digging of foundations, earthmoving and or the preparation of the stand, the following rules must be adhered to:
- 9.1.1. A certified copy of the Identity Document of each member of the workforce of the Contractor, including its professional consultants, its sub-contractors and their workforce intended to participate in the construction of the structure must be handed to the Estate Manager who shall record such member of the workforce as such. The Contractor or Member, at his own cost will supply such copies. Employees of a Contractor or consultant will be allowed on the Development only after a copy of his identity document has been provided to the Estate Manager.
 - 9.1.2. Contractor registration times are only between 8h00 – 11h00 on Mondays to Fridays.
 - 9.1.3. The Estate Manager or a person appointed by such manager may at any time call upon an employee of a Contractor and/or consultant to produce his identity document. If such person refuses or is unable to produce such identity document:
 - 9.1.4. The person concerned may be removed from Development; and
 - 9.1.5. The Member may be fined up to R500.00 per transgression.
- 9.2. Each and every Member, or member and director of the Member's company or close corporation, or the trustees of the Member's trust, and the Contractor or partner or member and director of the Contractor's company or member of the Contractor's close corporation, or the authorised resident is required to complete the Contractors Form A, attached hereto as Annexure A. A signed copy thereof, signed by the Member or resident and a copy signed by all the Contractors, including the engineers, architects, surveyors, projects managers etc., must be handed to the Aesthetic Committee or Estate Manager, for recording purposes. **It should be emphasized that no entrance will be allowed to conduct building activities before all the relevant documentation and plans are submitted.**
- 9.3. The Contractor is required to inform each of such persons employed by him or engaged in any activity on site of the rules applicable to them. A signed register as acknowledgment that such rules are binding on them will be available for inspection on site.
- 9.4. The Contractor may not employ nor allow into the Development or onto the building site any person who is without a valid South African Identity

Document, or a valid work permit for foreigners.

10. ACCESS CONTROL

- 10.1. The parties acknowledge that the control of access to and from the Development is critical to the proper functioning of the security arrangements on the Development. In the event that the Contractor is not adhering to the Association's rules and regulations concerning access and security and after the Contractor has received written notice to rectify its failure to adhere to the Rules, the Association shall be entitled to refuse the Contractor, its employees or invitees access to the Development.
- 10.2. The access control arrangements may be varied at the sole discretion of the Association from time to time, and on reasonable notice to the employer or his Contractor.
- 10.3. The Contractor acknowledges that he is aware that the Development is a "Security Estate" and will at all times adhere to the security regulations and controls, and agrees to co-operate with the Association in their interest of maintaining security in the Development.(See par 9.3)
- 10.4. The Estate Security personnel may subject any vehicle or person entering or leaving the Development to a search.
- 10.5. Any contravention of Security and Access Rules will be severely dealt with by the Association and depending on the nature and circumstances, could lead to the suspension of building work and barring of access to the Development.
- 10.6. Articulated vehicles with a gross mass of more than 10 tons will not be allowed in the Development.
- 10.7. If a Contractor has to work on site on a continuous basis exceeding one week, he and his employees will be issued a temporary permit for the duration of their activities on site by the Estate Manager.
- 10.8. On arrival at the Main Access to the Development the driver of the Supplier shall record in a book provided by a member of the Security personnel, the name of the Supplier, name of the driver of the Supplier's vehicle, telephone number of Supplier, registration number of vehicle and the number of persons accompanying the driver.
- 10.9. In the event of a failure to present an ID document, or a valid work permit for foreigners, during a site inspection or gate entrance process, access will be denied to any such person. Such conduct may result in the immediate removal of the individual and/or Contractor from the Development and permanent refusal to enter the Development again. This clause applies equally to a Supplier and its employees / persons accompanying the driver of

the Supplier, if permission has not been obtained to access the Development.

10.10. Deliveries must be scheduled between 8h00 and 16h00.

11. NON COMPLIANCE WITH RULES

- 11.1. Should the Association have any concern with the conduct of a Contractor, the Association or Estate Manager may suspend all building activities until remedial action necessitated by any breach has been completed.
- 11.2. Suspension may be required even if no prior notice of rectification has been given. It is the duty of the Contractor and the duty of the Member, to adhere to all the rules and instructions issued by or on behalf of the Association at all times and suspension will thus be the direct result of undesirable conduct.
- 11.3. Offenders may be fined as determined from time to time by the Association for a transgression. In appropriate circumstances the Association, may in its sole discretion permanently refuse a Contractor or Supplier access to the Development.
- 11.4. The fines are payable on the same day as issue thereof at the offices of the Association's Security Manager. Should fees not be paid within the prescribed period, building operations will be suspended from the next morning following the issuing of the fine, until such time as payment has been made.
- 11.5. The Contractor or his principal (the Member or resident) shall be responsible for all and any damage to the Estate Property, including damage to curbs or plants on the sidewalks and/or damage to private Estate Property, both for damages caused by his own employees or by way of Suppliers delivering supplies. The Association shall be empowered to deduct any damages, outstanding fines and/or other monies due and payable at the completion of the construction works from any building deposit made by the Contractor and/or Member and held by or on behalf of the Association.
- 11.6. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within twelve months from commencement of construction. If building operations exceed a period of 12 months, written approval must be obtained from the Association, which approval may be granted by the Association subject to certain conditions, or the imposition of a fine.

**HOME OWNERS ASSOCIATION OF NAUTILUS
BAY COASTAL RESERVE**

ARCHITECTURAL DESIGN GUIDELINES

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1. DESIGN GUIDELINES

- 1.1. To encourage aesthetically pleasing Architecture with the minimum of restrictions, but to ensure a harmonious total development without the adverse effects of repetition.
- 1.2. To allow the developer to use each site to its full potential without adverse effect to the environment and/or other property owners.
- 1.3. To optimize the integration of controlled development and nature conservation through careful planning and management of natural vegetation, dunes and sea front.
- 1.4. To assist individual owners during the design and building process to achieve a coherent and pleasing aesthetic.

2. ARCHITECTURAL CONCEPT

- 2.1. The basic architectural concept for Nautilus Bay is to capture a contemporary Cape Architectural theme with fragmented building elements, steeply pitched main roofs (gable ends), lean-to roofs and strong elements like windows, chimneys, patios with pergolas together with harmonious use of approved earth tone colours.

3. GENERAL GUIDELINES

- 3.1. Myerson, Hamilton and Nel Architects has been appointed as controlling architect. The Association's Constitution makes it incumbent on all Members to obtain the controlling architect's approval before commencement of construction and thereafter, before any significant changes are made to the external appearance of buildings, landscaping and external features. The controlling architect shall at all times balance the project and individual member's requirements with that of the Development and environment and reserves the right to withhold approval if the requirements of the guidelines are in their opinion not met.
- 3.2. The Member's plans will also require approval by the local authority prior to any building activities. The restrictions set out in these guidelines are in addition to any restrictions imposed in terms of conditions of title, the town planning scheme and the National Building Regulations.

- 3.3. Approval by the Aesthetics Committee does not imply or constitute any authority or structural approval.
- 3.4. The Aesthetics Committee in collaboration with the controlling architect further reserve the right to make additions and alterations to these guidelines, which in their opinion, is necessary to create and guide the continual growth of the architectural style and character that is envisaged for the entire Development.
- 3.5. An agreement that states the conditions governing building activities, security and ensuring as far as reasonably practicable that any building work occur with the least possible disruption to Members, has to be signed by the relevant parties before building commences.

4. BUILDING CONTROL ASPECTS

- 4.1. **BUILDING LINES:** Building platforms may not exceed 600m² in total and will differ from site to site and owners are to consult the Control Architect and/or Estate Manager before planning commences to determine guidelines for that particular site. Existing natural vegetation (bush) and previous developments (including already approved projects) will be taken into account in determining building platforms. Under no circumstances may the following building lines be exceeded:
 - 4.1.1. Street boundary – 7.5m
 - 4.1.2. Lateral boundaries – 5.0m
 - 4.1.3. Front boundary – 15m
- 4.2. **MAXIMUM FLOOR AREA:** The total maximum floor area of any structure on the site may not exceed 250m². The total maximum floor area does include all outbuildings, roofed areas, as well as garages and covered patios as well as roof overhang more than 900mm.
- 4.3. **MINIMUM FLOOR AREA:** A total minimum floor area of 175m² is acceptable and smaller will not be approved. The total minimum floor area does include all outbuildings, roofed areas, as well as garages and covered patios.
- 4.4. **HEIGHT RESTRICTION:** The maximum height restriction for any structure on site, except for those sites defined below, to be limited to 8.5m above ground floor, floor level, measured to the apex of the roof (chimneys excluded). The 8.5m height is measured parallel to the natural undisturbed ground level. Maximum eaves height to be determined by a maximum wall plate height of 3.9 meter above ground floor, floor level.

It should however be clearly stated that the maximum height of any structure on

the eaves as defined below to be restricted to 6.5m:

21- 24; 48-55; 70-77.

- 4.5. BUILDING WIDTH: The maximum width, measured over walls, of any wing may not exceed 7.5m. A preferred width of less than 5.0m is recommended.
- 4.6. ROOF PITCHES: Pitched roofs are to be between 40 and 50 degrees. Lean-to roofs to comply with the minimum pitches recommended by the manufacturers but are not to exceed 7.5 degrees. A minimum gap of 0.45m to be retained between lean-to roofs and the eaves of pitched roofs.
- 4.7. EAVES, GABLES AND PARAPETS:
 - 4.7.1. Eaves overhang must be in proportion to the total aesthetic with consideration being given to the width of the wall above windows;
 - 4.7.2. Gable ends may have masonry parapets or clipped eaves.
- 4.8. WALLS: All external walls are to be masonry, plastered and painted with prescribed colours. Walls may be painted in one or more of the prescribed colours. Minimum width of masonry on elevation to be 0.45m. Site boundary walls and fences not permitted. Cladding not exceeding more than 30% of an Elevation to enhance aesthetic effect of structure is permitted.
- 4.9. YARD WALLS: Yard walls may not exceed 2.5m in height. All residences to be provided with kitchen yards so as to screen wash lines and dirt bins.
- 4.10. CHIMNEYS: Exposed external chimneys to be plastered masonry and in keeping with typical Cape Architecture. Maximum height of chimneys to be not more than one meter above apex of roof. Chimneys are allowed to exceed the 8.5 meter height restriction.
- 4.11. COLUMNS: 0.45 x 0.45 m square columns supporting pergola beams to be plastered and painted in prescribed colours.
- 4.12. DOORS AND WINDOWS: Doors and windows to be constructed of natural hardwood, aluminium or UPVC. Colours to be natural wood, dark bronze or white.
- 4.13. PLUMBING PIPES: Plumbing pipes to be fully concealed and are to be built into walls or housed in vertical ducts.
- 4.14. TV ANTENNAES AND DISHES: To be positioned to the approval of the Control Architects.

- 4.15. COLOUR PALETTE: Earth tone colours to be used with matching roof tile colour. The aesthetics committee to approve colour scheme.

5. AESTHETICS COMMITTEE APPROVAL PROCESS

- 5.1. The Aesthetics Committee comprise of designated members of the executive committee of the Association, as well as the Controlling Architects. Status Mark will administer the process and can be contacted at 044 691 3054 or status1@status-mark.co.za for contact details regarding the Aesthetics Committee.
- 5.2. Sketch plans are to be submitted by the Member to the Aesthetics Committee who shall forward it to Myerson Hamilton & Nel Architects, the controlling architects, for approval and must meet the requirements, as set out in the Design Guidelines.
- 5.3. The fee structure is defined in the table below:

Architectural Fee Structure (2016)		
	Activity	ZAR *
External Alterations (yard walls; swimming pools; external paint; etc.)	Plan Approval	750
	Site Inspection	250
	TOTAL	1000
Alterations to houses (extension of present floor space)	Plan Approval	2500
	Initial Site Inspection	250
	Final Site Inspection	250
	TOTAL	3000
New Development	Plan Approval	4000
	Initial Site Inspection	250
	Inspection when walls are erected	250
	Inspection at roof level and colour scheme	250
	Inspection when completed	250
	TOTAL	5000

** Fees to be adjusted annually in accordance to the CPI Index*

- 5.4. The applicable fees are payable directly to Status Mark. The fee includes and allows for three plan submissions and four site inspections during construction. The review process will not commence without proof of payment upon which Myerson Hamilton & Nel Architects will issue a VAT invoice to the Member if required.

- 5.5. Furthermore, in the event that plan approval cannot be obtained by the third submission of plans, or if alterations are made to an approved design, an additional fee of R1000,00 (incl. VAT) will be charged for such additional submission.
- 5.6. Houses must be preferably designed and submitted by Professional and SACA Registered Architects. SAIA and SIFA registration is compulsory.
- 5.7. If one of the controlling architects design the house, then one of the partners will have the responsibility to audit the design accordingly to the Design Guidelines.
- 5.8. The Architect's supervision during construction is preferred.
- 5.9. Should an architect that is not on the panel of approved architects be used by the property owner, the committee reserves the right to disapprove a plan in its entirety if it is found to be below the standard of design that is expected. In such a case the initial plan submission fee of R4000,00 will be forfeited and a full fee of R4000,00 (excl VAT) will be payable again, upon submission of a newly designed house. The controlling architects can insist on a style and design brief meeting with the architect, should it be deemed necessary. Such meetings between the controlling architect and the Member's architect will be charged at an additional rate and for a minimum period of one hour.
- 5.10. Five sets of plans have to be approved by the Aesthetics Committee. These plans need to be submitted for approval to the local authority prior to the commencing of any building activities.
- 5.11. The Member shall pay a deposit or bank guarantee of R50 000, 00 (fifty thousand Rand) to the Association, as cover for damages which may result from the building operations or incidental activities. Such amount shall be paid before the commencement of any building operations as defined. Please refer to the agreement to conduct building activities between Member and the Association.
- 5.12. The site inspections if applicable will be conducted during the construction phase of the Member's project. The first inspections will coincide approximately with two construction milestones: surface bed level and roof installation. The third inspection takes place at completion. The aim of the inspections is to assist the Association with their duties of ensuring that Members execute construction of their houses according to the approved plans. All inspections will be conducted on a visual inspection basis and no measurements will be taken as such. The Controlling Architects will issue an inspection report to the Association after each inspection.
- 5.13. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within twelve months from commencement of construction. If building exceeds a period of 12 months, written approval must be obtained from the

Association, which approval may be granted by the Association subject to certain conditions or the imposition of a fine.

6. IMPORTANT NOTES RELEVANT TO CONSTRUCTION

- 6.1. The declarations as defined in Annexure “B” must be signed before commencing of building.
- 6.2. The onus rests with the Member to notify the Association that the inspection milestones have been reached.
- 6.3. Members are not permitted to occupy houses until the both the local authority's and architect's completion certificates have been issued.
- 6.4. Building must be completed within one year from commencement of building work, subject to 5.13 above.
- 6.5. A copy of as build plans to be submitted to the Association once building is completed.

7. DRAWING SUBMISSION REQUIRMENTS

- 7.1. In addition to the council requirements, the HOA requires one set of approved plans to be submitted before any building can commence.
- 7.2. Plans:
 - 7.2.1. 1x Site Plan (scale 1:200)
 - 7.2.2. 1x Floor Plan (Scale 1:100 including m²)
 - 7.2.3. 1x First Floor Plan (Scale 1:100 including m²)
 - 7.2.4. 1x Section (Scale 1:100)
 - 7.2.5. 1x Roof Plan (Scale 1:100)
 - 7.2.6. Plan indicating elevations (Scale 1:100)

NOTE: ONLY ONE SET OF DRAWINGS IS REQUIRED TO BE SUBMITTED FOR THE FIRST AND SUBSEQUENT SUBMISSION UNTIL APPROVAL IS ACHIEVED, WHERE AFTER THE OTHER SETS MAY BE SUBMITTED FOR STAMPING. THE HOA REQUIRES ONE SET FOR RECORD, IN ADDITION TO COUNCIL REQUIREMENTS

8. ADDENDUM A: PLAN SUBMISSION CHECKLIST

1	GENERAL	
1.1	Site plan received(scale1:100/1:200)	
1.1.1	o Contours indicated	
1.1.2	o Orientation of the development	
1.1.3	o 600m ² building platform indicated	
1.1.4	o Street Boundary 7.5m; lateral Boundary 5.0m; front Boundary 15.0m	
1.2	Ground floor plan received(scale1:100 including m ²)	
1.3	First floor plan received(scale1:100 including m ²)	
1.4	Section received (scale1:100)	
1.5	All elevations received (scale1:100)	
1.6	Roof plan received (scale1:100)	
2	TOWN PLANNING	
2.1	Building coverage not to exceed 600m ² demarcated area	
2.2	Maximum building height: two storeys 8.5m OR 6.5m for defined sites	
2.3	Total floor are of dwelling max 250m ² /min 175m ²	
3	LANDSCAPING	
3.1	Area cleared for building operation and final garden development does not Exceed the 600m ² demarcated area.	
3.2	List of plant species acceptable for planting to be referred to	
4	ARCHITECTURE, STYLE & EXTERNAL DESIGN CRITERIA	
4.1	Area of flat roofs not to exceed that of tiled roofs	
4.2	Roofs: pitch 40 to 50 degrees.	
4.3	Eave overhang in proportion to total aesthetic	
4.4	Building width measured over walls of any wing not to exceed 7.5m	
4.5	Gable ends may have masonry parapets or clipped eaves	
4.6	External walls: masonry, plastered and painted accordingly to prescribed colours.	
4.7	Yard walls not to exceed 2.5m Kitchen yards	
4.8	Kitchen yards designed to screen wash lines and dust bins	
4.7	Windows & doors aluminum/timber/ UPVC	
4.8	Chimneys to be plastered masonry	
4.9	Plumbing pipes fully concealed	
4.10	Columns (0.45x0.45) supporting pergola beams – plastered and painted	
4.11	Privacy of neighbours taken into consideration	
4.12	Services ie:a/c, wash line, satellite dish, solar heating panels ,heat pumps etc.not visible	

DECLARATION BY MEMBER

(Prior to commencement of building operations)

I, the undersigned,

(registered owner, or authorised representative of registered owner)

Identity or registration number:

being the registered owner of:

Portion (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

1. I declare that I am authorised and fit to enter to make this declaration. I hereby undertake to adhere to and be bound by all the provisions of all the relevant Development Conditions as defined in the Building Rules to which this declaration is annexed. Copies of the relevant prescribed documents are annexed hereto and initialed by me for identification purposes. I will furthermore adhere to all the provisions contained in this declaration.
2. I acknowledge my obligation to ensure that my appointed architect, contractors, sub-contractors, employees, agents and suppliers will adhere to and be bound by all the provisions of the Development Conditions. I acknowledge and agree that I will remain ultimately liable in all respects towards the Association for compliance with all and any Development Conditions applicable to the building operations conducted by me, or by any other party on my Unit.
3. I declare that I will adhere to the building plan as approved by the Aesthetics Committee and the local authority and all applicable Development Conditions (including amongst others the requirement that the total floor area of the building which I intend to build will not exceed 250m² as stipulated).
4. I acknowledge that the Development Conditions may be amended from time to time and that such amendments will be binding on me as if specifically contained herein. Any amendment or further control measures will be binding when issued in the form of written notification, from the date and time it is published on the notice board in the office of the Estate or Security Manager.
5. I acknowledge that all the rules and the guidelines comprising the Development Conditions, are integral and non-severable parts hereto.

6. I hereby undertake to pay on demand all the prescribed deposits, approval fees, inspection fees and, where applicable, fines payable in respect hereof.
7. I hereby undertake to pay a deposit of R50 000,00 (Fifty Thousand Rand) to the Association, as cover for damages which may result from the building operations or incidental activities. Such amount shall be paid before the commencement of any building operations.
8. I hereby indemnify the Association against any loss or damage resulting from my own conduct, or the conduct of any of my appointed architects, contractors, sub-contractors, employees or agents of such persons. Any loss or damage so caused may in the sole discretion of the Association be deducted from the deposit referred to 6 above.

Signed on this _____ day of _____ 20_____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature) _____

Name: _____

Identity number: _____

On behalf of the Association (Signature): _____

Name: _____

Capacity: _____

DECLARATION BY BUILDER

(Prior to commencement of building operations)

I, the undersigned _____

authorised representative of _____ (Company)

who has been contracted to perform building work on:

Portion (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

1. I hereby undertake on behalf of the above company and on behalf of the company's sub-contractors, employees or agents, to adhere to and be bound by all the provisions of the Constitution and conduct rules of the Homeowners Association of the Nautilus Bay Coastal Reserve, the Development Conditions, the Building Rules, the Architectural Guidelines, the building plans as approved by the Architectural Committee and the local authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve development, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20_____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature) _____

Name: _____

Identity number: _____

DECLARATION BY ARCHITECT

(prior to commencement of building operations)

I, the undersigned _____

authorised representative of _____ (Company)

the appointed architect in respect of building work on:

Portion _____ (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit _____ Nautilus Bay Coastal Reserve,

hereby declares as follows:

1. I hereby undertake to adhere to and be bound by all the provisions of the Constitution and conduct rules of the Homeowners Association of the Nautilus Bay Coastal Reserve, the Development Conditions, the Building Rules, the Architectural Guidelines, the building plans as approved by the Architectural Committee and the local authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve development, all of which I declare myself to be familiar with.

Signed on this _____ day of _____ 20_____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature) _____

Name: _____

Identity number: _____

DECLARATION BY BUILDER

(after completion of building operations)

I, the undersigned _____
authorised representative of _____ (Company)
who has been contracted to perform building work on:

Portion (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and
Division Mossel Bay, Western Cape Province,
Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

1. I hereby confirm on behalf of the above company and on behalf of the company's sub-contractors, employees or agents, the we have adhered to all the provisions of the Constitution and conduct rules of the Homeowners Association of the Nautilus Bay Coastal Reserve, the Development Conditions, the Building Rules, the Architectural Guidelines, the building plans as approved by the Architectural Committee and the local authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve development.

Signed on this _____ day of _____ 20 _____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature) _____

Name: _____

Identity number: _____

DECLARATION BY OWNER

(after completion of building operations)

I, the undersigned,

(registered owner, or authorised representative of registered owner)

Identity or registration number:

being the registered owner of:

Portion (a portion of portion 1) of the Farm Klipfontein No 344, Municipality and Division Mossel Bay, Western Cape Province,

Unit Nautilus Bay Coastal Reserve,

hereby declares as follows:

1. I declare that I have adhered to all the provisions of the Constitution and conduct rules of the Homeowners Association of the Nautilus Bay Coastal Reserve, the Development Conditions, the Building Rules, the Architectural Guidelines, the building plans as approved by the Architectural Committee and the local authority, and all and any rules or provisions applicable to the Nautilus Bay Coastal Reserve development.

Signed on this _____ day of _____ 20_____ at _____

Name: _____

Signature: _____

Identity number: _____

Capacity: _____

Witness (Signature) _____

Name: _____

Identity number: _____