

Annexure “A”

MEYERSDAL VIEW HOME OWNERS ASSOCIATION NPC ARCHITECTURAL AND OPERATIONAL RULES AND GUIDELINES

1. TOWN PLANNING CONTROLS:

1.1. LEGAL STATUS:

- 1.1.1. The Rules and Guidelines set out below are in addition to any Restrictions imposed in the Conditions of Title, Town Planning Schemes, National or any other Local Building Regulations.
- 1.1.2. Notwithstanding that if any Plans or Improvements may comply with any such Restrictions imposed by third parties, the approval of any Plans for any Building Activity within the Estate shall be at the sole discretion of the HOA.
- 1.1.3. Similarly, compliance with Restrictions imposed by the HOA shall under no circumstances absolve any Member from the need to comply with Restrictions imposed by third parties, nor shall the HOA's approval be construed as permitting any contravention of Restrictions imposed by any Authority having Legal jurisdiction.
- 1.1.4. The HOA and directors shall be entitled to reject the Plans for any House which in their sole opinion would detract from the appearance of, or reduce the value of other Houses in the Estate. The HOA and directors shall not be required to give reasons for the rejection of a Plan, nor shall they incur any liability to any Member in doing so.

1.2. DENSITY:

- 1.2.1. The number of Dwellings that may be erected on a Stand shall not exceed the maximum density permitted in terms of the Town Planning Scheme which is 1 (one) Dwelling per Stand.
- 1.2.2. The HOA may in its sole discretion support an Application to increase the maximum density in certain circumstances.

1.3. FLOOR AREA RATIO:

- 1.3.1. The maximum floor area ratio that may be erected on a Stand shall not exceed zero comma six (0.6).

1.3.2. COVERAGE:

1.3.2.1. SINGLE STOREY DWELLINGS:

The total coverage of Buildings shall not exceed 50% (fifty per centum) of the area of the Erf. The construction of single storey rather than double storey Houses in the Estate will be encouraged by the HOA.

1.3.2.2. **DOUBLE STOREY DWELLINGS:**

The total coverage of double storey dwelling shall not exceed 50% (fifty per centum) of the area of the Stand. To encourage the construction of single, rather than double storey Dwellings, wider Building lines are applicable to double storey dwelling.

1.3.3. **HEIGHT RESTRICTION:**

No more than 2 (two) storeys shall be erected vertically above each other, nor shall the height of any part of the structure exceed 8,5m (eight comma five metres) above the natural ground level vertically below that point.

1.3.4. **BUILDING LINES:**

1.3.4.1. **SINGLE STOREY DWELLINGS:**

No structures shall be erected within a distance of 1m (one metre) from the boundary between one Stand and another. No structures shall be erected within a distance of 5m (five metres) from a street facing boundary and 5m (five metres) from any other boundary.

1.3.4.2. **DOUBLE STOREY DWELLINGS:**

No double storey structure shall be allowed within a distance of 2m (two metres) from the boundary between one Stand and another Stand within 5m (five metres) of the street boundary and within 5m (five meters) from any other boundary.

1.4. **MINIMUM HOUSE SIZE:**

- 1.4.1. All Houses must have a minimum floor area of 150m² (one hundred and fifty square metres) (including covered patios, servant's quarters and garage).

1.5. **TREATMENT OF STAND BOUNDARIES:**

- 1.5.1. In order to avoid the hostile and unsightly appearance of many residential areas, the following will apply:

1.5.1.1. No walling or fencing whatsoever shall be permitted between the kerb and that part of the House facing the street unless approved by the HOA. Palisade fencing rather than "solid" walls will be encouraged to this boundary.

1.5.1.2. If for reasons of Privacy (for example to screen of a swimming pool) it is desired to provide a visually impenetrable barrier between the house and the street or a park, such

barrier shall be achieved by means of planting, or by means of a wall integrated into the design of the house, and of a design and finish approved by the HOA.

1.5.1.3. Walling between Stands shall not exceed 1.8m (one point eight meters) in height, shall be plastered and painted on both sides (excluding facebrick walls) and shall be of a design and finish approved by the HOA.

1.5.1.4. No security spikes, razor wire, electric fencing or any similar security devices shall be permitted on the boundary walls to individual Stands.

1.5.1.5. No portion of the existing steel palisade fence or palisade / facebrick combination Estate boundary fence may be moved be removed or amended without written permission of the HOA.

1.5.1.6. No pre-cast concrete walling will be permitted.

1.6. ARCHITECTURAL RESTRICTIONS:

1.6.1. All Houses (including outbuildings) shall be designed to conform to the satisfaction of the HOA and according to the principle Guidelines below:

1.6.1.1. Houses shall have a combination of flat-pitched roofs or solely pitched roofs at a minimum pitch as approved by the HOA. Solely flat roofs are not permitted.

1.6.1.2. Flat sections of roof shall be surrounded by parapet walls - no unpainted reflective roof sheeting including IBR or metal profiled roofing that is not factory pre-painted is allowed.

1.6.1.3. Walls shall be built in face-brick or plastered & painted a colour approved by the HOA.

1.6.1.4. Gutters and down-pipes shall form an integral part of the design and shall be constructed and finished to match the style of the house.

1.6.1.5. No geyser or solar system collector tanks are permitted to be installed on the roof and should be located out of view and neatly and properly screened off from the view of neighbours and the streets.

1.6.1.6. All solar thermal systems are to be installed by an SABS and ESKOM accredited solution provider.

1.6.1.7. All garages, staff quarters and other out buildings shall be constructed and finished to match the main house.

1.6.1.8. No shade netting, leanto's or temporary carports will be allowed.

- 1.6.1.9. Generators, generator sets, heat pumps and the like may be installed but must be housed in a soundproof canopy, out of sight from the street and neighbouring houses, and so as to not cause any exhaust fumes to enter the house, nor any neighbouring houses, and must be installed in strict accordance to laid down and prescribed council bylaws.

1.7. **LANDSCAPING:**

- 1.7.1. All Conditions and Restrictions contained in the Environmental Management Plan will be strictly enforced.
- 1.7.2. All landscaping of individual Stands must be undertaken to integrate into the theme and character of the Estate. The character of the Estate's landscape is indigenous. Focus has been given to material that attracts birds and other fauna. Only plants as per the Indigenous Plants List (Annexure "F") may be planted within the Estate.
- 1.7.3. No form of Arecaceae or Palmae (palm) trees is permitted to be planted within the confines of the estate. In the event that such trees from this scientific genus or any plants not listed in Annexure "F" are planted the HOA reserves the right to remove the said trees and debit the costs thereof to the Owner.
- 1.7.4. The residential garden of each resident is an integral part of the Estate and has great importance in ensuring that the Estate develops into a homogenous Estate.

MEYERSDAL VIEW RESIDENTIAL ESTATE - OPERATIONAL GUIDELINES - NEW DWELLINGS, ALTERATIONS AND ADDITIONS

2. **INTRODUCTION:**

- 2.1. A residence in Meyersdal View is not just a Home but also an Investment and the HOA wants to ensure that the value of a Home in the Estate improves over time and that the on-going development of the Estate improves Property Values.
- 2.2. The HOA wishes to permit expressions of a degree of individuality and personality but also ensure that the Estate maintains a high degree of aesthetic integrity and harmony, both with the surrounding environment and with other Building elements within the Estate.
- 2.3. The decision on whether or not a plan for a House complies with the approved Architectural style shall be at the sole discretion of the Directors of the HOA.

3. **APPROVAL OF BUILDING PLANS:**

- 3.1. To assist Owners and their Architects to Design a Dwelling that conforms, the following procedures have been established:

3.1.1. **STAGE 1:**

Site development Plans and Sketches of both the proposed floor Plans and the elevations of Buildings shall be submitted to SCS Architects, or an Accredited Architect of the HOA, for

its consideration of the conceptual design. The stage 1 Drawings shall be accompanied by a Scrutiny Fee and by a Certificate from the Architect or person who prepared the Plans confirming that the Plans comply with these Architectural Guidelines and that the correct positioning of the boundary pegs have been established. The Scrutiny Fee is non-refundable, payable with every Application as set out in the Schedule of Costs and Fines (Annexure “E”) and includes deviation Plans but may be changed from time to time.

3.1.2. **STAGE 2:**

Detailed design Drawings shall be prepared so as to comply with the Conditions of Approval issued by SCS Architects, or a duly Accredited Architect of the HOA and the Directors of the HOA in respect of stage 1 Drawings. The stage 2 Drawings shall also be submitted to SCS Architects, or a duly Accredited Architect of the HOA as well as the Directors of the HOA for consideration and approval. Where Alterations or Amendments are required these too shall be shown on revised Drawings.

3.1.3. **STAGE 3:**

After the detailed Drawings have been Approved by SCS Architects or a duly Accredited Architect of the HOA and the Directors of the HOA the approved Drawings shall be submitted together with the prescribed Plan Fees and Connection Fees by the Owner and the Local Authority for its consideration and Approval.

4. **SIDEWALK DEPOSITS:**

4.1. A non-refundable sidewalk deposit as per point 4.2 below and as stipulated in Schedule of Costs and Fines (Annexure “E”) shall be paid by each Applicant upon submission of stage 2 Drawings to the HOA to cover the Costs of reinstating Estate sidewalks where the Owner or his Building Contractor fails to:

4.1.1. Replant grass and / or trees damaged or destroyed during Building Operations;

4.1.2. Remove rubble or rubbish left on the sidewalk or adjoining vacant Erven;

4.1.3. Repair street lights, fire hydrants, kerbs and damaged Roads;

4.1.4. Owners shall ensure that Building Operations are organised so as to minimise the unsightly dumping of material on the sidewalk.

4.2. The sidewalk deposit or unutilised portion thereof will **NOT** be refunded to the Applicant as a cash equivalent but shall be credited to the Owners levy account upon request to the HOA on completion of the Building Construction and when not required to cover the Cost of items detailed in points 7.1 to 7.4 above, and after receipt by the HOA of a Certificate from the Architect or person who prepared the Plans confirming that the completed house “as built” is in accordance with the Plans approved by the HOA.

5. **COPIES REQUIRED:**

- 5.1. Two (2) copies of the stage 1 Drawings and four (4) copies of the stage 2 Drawings shall be submitted to SCS Architects, or a duly Accredited Architect of the HOA, who will scrutinise and either request amendments or Approve the Plans, where after the Plans will also be Approved by the HOA, and receive the HOA Approved stamp with the signatures of two Directors.
- 5.2. The Member must then obtain the approved Plans from the Estates Managing Agent. One (1) copy will be retained by SCS Architects or a duly Accredited Architect of the HOA for its records and the other three returned with a stamped Approval and / or comments to the Applicant for submission to the Local Authority for final Approval.

6. INFORMATION TO BE PROVIDED ON DRAWINGS SUBMITTED FOR STAGE 1 APPROVAL:

6.1. SITE DEVELOPMENT PLANS:

- 6.1.1. Existing trees,
- 6.1.2. Contours showing the natural ground level prior to excavation or earth moving on the Erf;
- 6.1.3. Building lines and other Restrictions;
- 6.1.4. Storm water management;
- 6.1.5. Swimming pool backwash management;
- 6.1.6. Permitted coverage;
- 6.1.7. Actual coverage;
- 6.1.8. Permitted floor area ratio;
- 6.1.9. Cadastral information (i.e. boundary dimensions, north point etc.);
- 6.1.10. Any additional and/or relevant information if required.

6.2. ELEVATIONS:

- 6.2.1. Drawings clearly showing the proposed elevations of both main and out buildings shall be provided. The elevations shall give a clear indication of exterior treatment of Buildings, the material to be used and the colours of roofs and walls, including all perimeters walling/fencing.

6.3. FLOOR PLANS:

- 6.3.1. Floor Plans shall be provided and shall indicate the proposed use of each room.

6.4. SIZE OF PLANS:

- 6.4.1. As it is impractical to file large sized Plans, all sketch and Site Development Plans shall be submitted on a maximum of A1 size paper to a 1:100 scale. Small scale Site Plans shall be to a 1:500 scale.

7. BUILDING CONTROL:

- 7.1. The Estate has unique qualities as an upmarket secured residential Estate and in order to maintain the aesthetics, standards, general appearance and security arrangements on the Estate, the following will apply:

7.1.1. RESPONSIBILITY:

- 7.1.1.1. The Member is responsible for their main Contractor and all his Sub-Contractors as well as their deliveries on Site.
- 7.1.1.2. The Member will be liable for the repair of any damage to kerbs, Roads, street lights, distribution boxes, Plans, irrigation and / or damage to Private Property on the Estate caused by the Contractors, Contractor's Employees, Sub-Contractors employed by the Contractor or delivery vehicles delivering materials to the Owners Property.
- 7.1.1.3. The Member is also responsible to ensure strict compliance to Conditions and Restrictions contained in Builders Code of Conduct attached hereto as Annexure "B".

7.1.2. ACCREDITATION:

- 7.1.2.1. Only Accredited Builders will be allowed on the Estate. In order to become Accredited, Builders will be required to:
- 7.1.2.1.1. Satisfy HOA Directors that their Workmanship is of a high Standard;
- 7.1.2.1.2. Submit satisfactory proof that they are Registered with the NHBRC;
- 7.1.2.1.3. Conclude and Builders Code of Conduct Agreement with the HOA.

7.1.3. DISCIPLINE AND CONTROL OF LABOUR:

- 7.1.3.1. A Contractor is responsible, at all times for the discipline and control of any Supplier, Labourer or Sub-Contract Labourers on the Building Site. The Contractor shall undertake to ensure that any such Supplier Sub-Contractor or Labourer fully appreciates and understands both the provisions of these Building Operational Guidelines and any further Rules and regulations that the Directors of the HOA may impose from time to time.
- 7.1.3.2. The Contractor and Member shall acknowledge and undertake to adhere to the Architectural, Building and other Rules, as formulated by the Directors of the HOA from time to time, or incorporated in these Guidelines or any further controls or instructions which may be implemented by the Directors of the HOA, from time to time.

7.1.3.3. No night watchmen will be permitted in the Estate. Contractors must provide a designated lock-up shed or storage area on Building Sites for any materials or equipment.

7.1.3.4. All Contractors and Sub-Contractors are obliged to transport all their Employees from the main entrance gates to construction Sites and to the relevant exit gate on completion of shift. Any Contractors Employees found on the Estate, other than at the relevant construction Site will be removed.

7.1.4. **BUILDING SITE REQUIREMENTS:**

7.1.4.1. Prior to and at all times during the construction of the works, a Contractor shall ensure:

7.1.4.1.1. That they have a copy of the working Drawings and Plans of the works, as approved by the Directors of the HOA and the Local Authority, in the Contractor's possession, which Plans must be available at the Building Site for inspection by an authorised Representative of the HOA during normal working hours;

7.1.4.1.2. That a responsible person is appointed on all Construction Sites;

7.1.4.1.3. That prior to commencement of the Construction of the works, provide written proof to the Directors of the HOA that the water connection has been made by the Ekurhuleni Local Municipality. A Standpipe and tap is to be installed and any leaks are to be repaired immediately;

7.1.4.1.4. That the Site is neat and free of any litter or other unsightly waste or rubble material at all times;

7.1.4.1.5. That all roads are kept clean and free of mud, soil, building materials and excessive water. The mixing of mortar, concrete and / or any other Building materials on any of the road surfaces is strictly prohibited.

7.1.4.1.6. That no material deliveries exceed the maximum allowable weight for the roads, as they were designed and built to carry light motor vehicles, trucks and vehicles with an axle weight not exceeding 8,000kg (8ton). Thus no eighteen (18) wheeler articulated type trucks, nor any truck or vehicle with an axle weight exceeding 8,000kg (8ton) is permitted to enter the Estate to either collect or deliver any material.

7.1.4.1.7. That prior to the commencement of construction of the works, suitable and fully operational temporary type chemical toilets need to be on the Building Site and the Contractor is to ensure that the toilet is maintained in a neat, hygienic and working condition at all times;

7.1.4.1.8. That the delivery of any material from any Supplier takes place during the times prescribed by the HOA;

- 7.1.4.1.9. They do not store any Building material, rubble, soil on any adjacent Property unless the Contractor has obtained the prior written consent of the Owner of such adjacent Property and a copy thereof has been delivered to the HOA;
- 7.1.4.1.10. They do not erect a Contractor's advertising board on any Site within the Estate;
- 7.1.4.1.11. They enter the Estate between 07h00 and 17h00 Monday to Friday only. No construction work is permitted on Saturdays; Sundays or Public Holidays and South Africa's Building Industry Federation's annual December Break;
- 7.1.4.1.12. That all construction is completed within nine (9) months of commencement date;
- 7.1.4.1.13. All construction and building works fully comply with Rand Water's Conditions and Restrictions regarding their Servitude if the Erf adjoins the Servitude area;
- 7.1.4.1.14. All construction and building works fully comply with all the Conditions, Rules and operations methods prescribed in the Environmental Management Plan.

7.1.5. VARIATION OF APPROVED BUILDING PLANS:

- 7.1.5.1. The parties acknowledge that the HOA will enforce compliance with the Architectural and Operational Guidelines (Annexure "A") and any other instructions and regulations in respect of the construction of any works on the Estate. Should the Contractor receive instructions from the Architect of the Owner to deviate from the Plans approved by the HOA, the Contractor shall be obliged to immediately advise the HOA in writing of the nature and detail of the deviation so as to permit the HOA the opportunity to consider the deviation of the approved Plan in the light of the HOA's requirements. The Contractor shall not commence construction of any deviation in the works until the HOA has consented thereto in writing or until a revised deviation Plan is approved by the HOA in writing.

7.1.6. ACCESS CONTROL:

- 7.1.6.1. The parties acknowledge that the control of access to and from the Estate is critical to the proper functioning of the security arrangements on the Estate. In the event that the HOA's Rules and regulations in regard to access and security are not being adhered to by the Contractor and after the Contractor has received written notice to rectify its failure to adhere to the Rules, the HOA shall be entitled to refuse the Contractor, its Sub-Contractors, Employees or Invitees access to the Estate.
- 7.1.6.2. The access control arrangements may be varied at the sole discretion of the HOA from time to time and on reasonable notice to the Member or his Contractor.
- 7.1.6.3. The Contractor acknowledges that he is aware that the Estate is a "Security Estate" and will at all times adhere to the security regulations and controls, and agrees to co-operate with the HOA in the interest of maintaining security on the Estate.

- 7.1.6.4. The Estate Security Personnel may subject any vehicle or person entering or leaving the Estate to a search.
- 7.1.6.5. Any contravention of Security and Access Rules will be severely dealt with by the HOA and depending on the nature and circumstances, could lead to the suspension of Building work and barring of access to the Estate.
- 7.1.6.6. The speed limit in the Estate is **20kph** (Twenty kilometres per hour). Due care must be taken by all vehicles not to block the thoroughfare of Roads. Contractors are expected to observe all road regulations, pedestrian crossings and stop signs.
- 7.1.6.7. Contractors are advised that the Estate Security works with and provides full co-operation to the South African Police Service Alien Control Unit. Contractors who employ persons who are not in possession of a work permit could face criminal charges.
- 7.1.6.8. As Improvements to the security and access controls are on-going, these procedures will be reviewed from time to time.