



OLIFANTS RIVER GAME RESERVE SHAREBLOCK
(PROPRIETARY) LIMITED
Registration No. 1970/012498/07

BUILDING REGULATIONS

General

These Regulations are designed to:

- Maintain a standard that is consistent with the spirit and culture of the Reserve and accordingly seek to ensure that all buildings, extensions and alterations are bush appropriate in their design and finishes, are discrete in nature and blend in with the environment;
- Minimise the ecological impact of any new construction;
- Limit the impact of noise and light pollution to neighbours, including Olifants North Game Reserve;
- Maintain the privacy of each unit as far as possible, *inter alia* by retaining the distances between the Units; and
- Ensure that each Unit is satisfactorily maintained.

1. The Use Agreement and the Building Regulations

- 1.1. Clause 16.5 of the Use Agreement stipulates that Members shall not be entitled to alter the construction or make any improvements, alterations or additions to the Unit, including painting the Unit, otherwise than in accordance with detailed building plans and specifications which have been approved in writing by the Board of Directors of the Company (hereinafter referred to as the "Board") and all other local and relevant authorities. In addition, the Use Agreement obliges Members to satisfactorily maintain their Units at their expense in accordance with these Regulations.
- 1.2. These Regulations are to be read in conjunction with the Use Agreement, and the Electrical Guidelines, the Contractors Rules, and any and all other rules of the Reserve issued by the Board from time to time.
- 1.3. If not arising at inception by the developers of the Reserve, any departure from these Regulations must be approved in writing by the Board and will only be granted in exceptional circumstances in respect of a specific Unit only and shall not constitute a precedent for any other Unit, unless such departure is incorporated into an amendment to these Regulations.
- 1.4. The Board has appointed a Building Sub-Committee consisting of 2 or more directors to ensure compliance with these Regulations. Accordingly any reference to the Board in these Regulations refers to the Building Sub-Committee *mutatis mutandis*.

- 1.5. Any rebuilds, additions, alterations or extensions of whatsoever nature, or any work by a Principal Agent (i.e. the person appointed by the Member to administer the construction in terms of the Building Contract), any contractor or sub-contractor are subject to these Regulations. The Board and / or Management do not accept any responsibility for managing or overseeing any construction projects, but the Board and Management do have the authority during and after construction to inspect a Unit for compliance with these Regulations.

2. Submission of Building Plans and Approval Procedure

- 2.1. Prior to commencing any rebuilds, renovations, improvements, alterations or additions to a Unit, the Member must submit plans to the Board of the proposed improvements, alterations or additions for approval.
- 2.2. Building plans for any new permanent (i.e. masonry walled or roofed) structures, stand-alone carports, open air bathrooms and showers, bomas, decks and walkways (i.e. open, thatch covered or lath-shaded) or any alterations or extensions to a Unit must be suitably drawn by a draughtsman or architect and submitted in triplicate for approval by the Board.
- 2.3. All plans submitted are to be coloured as follows:
 - 2.3.1. New brick work in RED;
 - 2.3.2. New surface beds and concrete in GREEN;
 - 2.3.3. New timber and roof structures in YELLOW;
 - 2.3.4. Existing and pre-flood and fire unchanged structures in BLACK (i.e no colour).
- 2.4. In the event that the plans on record with the Company do not accurately reflect the actual structure of the existing Unit, any plans submitted for alterations, additions or extensions must reflect the actual existing structure; the dimensions of such actual structure will be used in calculating the permissible maximum areas in terms of clause 5.
- 2.5. The Board in its sole and absolute discretion may reject any plans submitted should it deem that the design:
 - 2.5.1. does not comply with these Regulations;
 - 2.5.2. is not in keeping with the aesthetics or standards of the Reserve;
 - 2.5.3. may damage or negatively impact either the flora or fauna of the Reserve;

- 2.5.4.** may in any way impact the privacy of the Units' neighbours (whether such neighbours are other Units or properties adjoining or adjacent to the Reserve);
- 2.5.5.** may constitute a fire hazard.
- 2.6. The Board may in its sole and absolute discretion require that an environmental impact assessment or clearance be undertaken and such cost shall be for the Member's account, payable within 5 days of such being invoiced to the Company.
- 2.7. The Board shall indicate its approval of the plans submitted by the signature of each of the three submitted copies of the plans by a duly authorised Director. Thereafter the Member shall ensure that both the Member, the appointed contractor and, if applicable, the Principal Agent signs the Approved Plans thereby indicating that they will not deviate from the approved Plans and carry out all construction in compliance with the terms and conditions of these Regulations. The Member shall ensure that one of these duly signed copies of the Approved Plans is lodged with the Management at the Company's offices prior to the commencement of any construction.
- 2.8. The Member shall ensure that the appointed Contractor and, if applicable, the Principal Agent furnishes the Company with a complete set of these Regulations initialled on each page and signed by the Contractor and, if applicable, the Principal Agent acknowledging that he is bound by these Regulations.
- 2.9. If or when mandated, a copy of the Approved Plans must be lodged with the relevant Municipal authority for formal approval.
- 2.10. Where the Board determines that the rebuild, renovations, improvements, alterations or additions are sufficiently extensive, it may require that to ensure that the building regulations and approved plans are complied with in all respects that the Member employs an architect or other suitably qualified individual and/or a contractor which in terms of clause 2.13 hereof the board has a right to approve or reject. A copy of the signed building contract between the Member and the Contractor is required for the company records. It is required that a Principal Agent as envisaged in terms of the JBCC Minor Works Agreement is appointed to administer the building contract.
- 2.11. No construction may commence until clauses 2.6, 2.7, 2.8, 2.9 and 2.10 have been fully complied with.**

- 2.12. The Company, the Member and the Contractor shall each retain a copy of the signed Approved Plans referred to in clause 2.8 above.
- 2.13. The Board reserves the right to approve or reject the Contractors appointed by the Member to carry out the construction. Contractors must comply with National Home Building Registration Council Regulations and SANS 10400. In the case of any construction components classified as Non-Standard (e.g. thatched roofs), the Contractor must be duly accredited (e.g. registered with the National Thatching Association) unless otherwise approved in writing by the Building Committee. All building works shall comply with any requirements of an Environmental Impact Assessment/ Clearance.
- 2.14. These regulations supersede all regulations previously issued.

3. Construction and Compliance with the Approved Plans

- 3.1. Compliance with the Approved Plans, these Regulations and all other Rules and Regulations of the Company AND the National Building Regulations of SANS 10400 in respect of all construction undertaken is the responsibility of the Member.
- 3.2. The Member/s of a Unit are jointly and severally responsible for the conduct of the Principal Agent/ architect / draughtsman (if applicable) and the Contractor and all of their employees with regard to their compliance with all the Rules and Regulations of the Company, including their compliance with these Regulations and adherence to the Approved Plans.
- 3.3. Any Contractor and / or Principal Agent who fails to comply with the terms and conditions of these Regulations and deviates from the Approved Plans are jointly and severally liable with the Member/s of the Unit for any penalties which the Board may impose in terms of these Regulations and for any rectification referred to in clauses 3.8 and 3.10 respectively. In addition, the Board may in its sole discretion impose a penalty on the Contractor for deviating from the Approved Plans.
- 3.4. All construction is to strictly adhere to the Approved Plans. No deviation from such Approved Plans will be permitted unless such deviation is approved prior thereto in writing by the Board. The Board may require that the Member re-submits updated amended plans prior to approving the deviations to the Approved Plans or it may approve such requested deviations in writing and thereafter require the Member to lodge the updated amended plans reflecting such approved deviation as contemplated in clause 2.7.
- 3.5. The Board and/or Management has the authority to issue a “work stop order” should it consider that:

- 3.5.1.** any deviation from the Approved Plans has occurred, or is about to occur;
- 3.5.2.** the construction site is untidy or unsafe; or
- 3.5.3.** the Contractor, the Principal Agent, the Member/s of a Unit or any of their employees are in breach of any of these Regulations or the Rules and Regulations of the Reserve.
- 3.6. Immediately on completion of the foundation stage of any new building, extension or addition to an existing Unit, the Contractor must notify Management and the Board. The Company reserves the right to have the construction inspected so as to verify that the dimensions and positioning on the site conforms to the Approved Plans. Notwithstanding the above, the Company does not accept responsibility for the correct setting out of any new building, addition or extension.
- 3.7. Any deviation from the Approved Plans and/or these Regulations constitutes a material breach of the Use Agreement by the Member.
- 3.8. Any deviation from the Approved Plans and / or these Regulations discovered during or after construction will result in the Member/s being obliged at their expense to rectify such deviation so as to comply with the Approved Plans and / or these Regulations.
- 3.9. Should the Member fail to comply with the Approved Plans and/or these Regulations and fail to rectify such non-compliance within 30 days of being called upon to do so, the Company reserves the right to carry out such rectification at the expense of the Unit's Member/s.
- 3.10. The Board may in its sole discretion impose a penalty as it deems appropriate:
- 3.10.1.** where the Board allows a special dispensation to not enforce the rectification of any deviation from the Approved Plans in terms of clause 3.8;
- 3.10.2.** in the event that the Company has carried out the rectification envisaged in clause 3.9;
- 3.10.3.** where the Member has contravened these Regulations and such contravention is incapable of rectification; or
- 3.10.4.** where a "work stop order" has been issued in terms of clause 3.5.2 and the Company has been required to either clean up the site or to make the site safe.
- 3.11. The Board has the discretion at any time prior to the completion of the construction to require a Member to make a refundable deposit not exceeding 10% of the contract price, which may at the election of the

Company be set off against any penalties contemplated in clause 3.10 and/or the Building and Maintenance Levies referred to in clause 17.

4. Setting Out of the Site/Construction

- 4.1. The extent of the Unit, including subsequent extensions, additions, bomas, carports, walkways and any other structures of whatsoever nature, must be sited in such a way that the existing distances between the neighbouring units on either side of it are not diminished; unless expressly agreed to by the Members of such neighbouring units in a written submission to the Board and by Management, and approved in writing by the Board. Subsequent extensions to the Unit may not reduce the distance from existing roads without prior approval of the Board.
- 4.2. Where any neighbouring Unit is owned by a trust or a corporate entity, then a resolution signed by the duly authorised trustee or director shall be deemed to be the consent of the Member envisaged in clause 4.1.
- 4.3. Where any neighbouring unit is owned by more than one Member, then 2 Members' written consent will be deemed to constitute the consent of all the Members of a neighbouring unit envisaged in clause 4.1.
- 4.4. No trees or sensitive/important indigenous flora may be destroyed, damaged, removed or trimmed without the written permission of the General Manager when structures are sited. In addition, the written permission of the General Manager is required where any fauna's natural paths, nesting or habitat may be negatively impacted by the siting of any addition or extension.
- 4.5. No structures of whatsoever nature including outside showers, walkways and the boma (unless dispensation has been granted with regard to the boma in terms of clause 5.14) may extend beyond the Exclusive Use Area of the Unit as defined in of the Use Agreement. For the sake of completeness the Use Agreement defines the Exclusive Use area in clause 1.1.6 read with clause 1.1.9 as 10 metres from the farthest outside perimeter walls of the dwelling house.
- 4.6. Where permission has been obtained from a neighbour in accordance with the provisions of clause 4.1 to permit the encroachment of the distance between the Units, or the original Unit's outside perimeter has been extended or will be extended, then any such extension to the Unit shall not result in the extension of the Unit's Exclusive Use Area. The original Unit's outside perimeter means the perimeter of the Unit arising at inception by the developers.
- 4.7. On commencement of construction Management will designate an area on site for the delivery of building materials. This area must be contained and the entire site must be kept neat and tidy at all times.

- 4.8. Mixing of cement on natural ground is prohibited and accordingly either mixing boards must be used or cement must be mixed on existing floors of the Unit.

5. Dimensions (Existing, Altered & New Sites)

- 5.1. The maximum **roof height** from the natural ground level to the ridge of the highest point of the roof may not exceed 7.5 metres.

- 5.2. The **maximum cumulative total area** of a Unit measured on external walls that carries the roof is limited to **230 square metres** and **includes**:

5.2.1. passages, entrances and walkways under the main roof thatch;

5.2.2. any external storeroom;

5.2.3. staff quarters;

5.2.4. outside bathrooms (whether under thatch, lath or uncovered);

5.2.5. any external cupboard defined in clause 5.9 below; and

5.2.6. any area similarly measured for occupiable space in basements or areas above or below the primary floor level of the Unit.

- 5.3. The **230 square metre maximum cumulative total area** of a Unit **excludes** the following:

5.3.1. all decks or patios referred to in clause 5.5 below, whether covered or uncovered;

5.3.2. outside showers (provided that no other sanitary ware is incorporated which would cause it to be regarded as an outside bathroom referred to in clause 5.2.4);

5.3.3. carports;

5.3.4. aprons and levelled off areas around the Unit;

5.3.5. The boma; and

5.3.6. uncovered walkways.

- 5.4. **No two-level**, double storey, mezzanines, loft or similar structures are permitted. Permission may be given under exceptional circumstances due to the topography of the site for occupiable space below or above the primary floor level, subject to the provisions of clause 5.2.

- 5.5. The **maximum deck area** (excluding the boma and the apron) is limited to **140 square metres**, of which a maximum of **50 square metres may be roofed**. Deck area includes any patio, uncovered walkway or constructed floor area (whether or not attached to the Unit) comprising either wood, concrete/cement, screed, paving or any other authorised material.
- 5.6. Any deck area which is roofed and enclosed with sliding or folding doors can be classified either as part of the main structure and included in the maximum cumulative total area of 230 square metres; or be classified as part of the 50 square metres roofed deck which forms part of the maximum deck area of 140 square metres.
- 5.7. The maximum permissible area of a **carport** is 42 square metres. In certain circumstances two single carports are permitted, but each may not exceed 21 square metres in area. Carports may not be completely walled but may be enclosed with laths, approved wire mesh or any other material approved by the Board.
- 5.8. An external **storeroom** or **storerooms** are permitted, provided that :
- 5.8.1.** they may not exceed a total maximum area of **13 square metres**, whether they are attached to the main structure, staff quarters, carport or placed underneath the deck or below the primary floor level of the Unit; and
- 5.8.2.** they are included in either the maximum cumulative total area of the unit 230 square metres as envisaged in clause 5.2 or the carport maximum 42 square metres as envisaged in clause 5.7.
- 5.9. All **external cupboards** (whether for storage or to house water softeners and or pumps) are to form part of the main structure, the external storeroom or the staff quarters and as such will be included in the maximum cumulative total area of 230 square metres. Only in exceptional circumstances where the topography of a site dictates will a freestanding external cupboard be permitted. An external cupboard will be classified as a storeroom per clause 5.8 should the Board in its sole and absolute discretion determine that it is an occupiable space.
- 5.10. Should SABS SANS regulations require that a gas bottle storage area be provided to comply with such regulations, the area so required shall not be included in the area limitations of these regulations. Such dispensation shall only apply to the accommodation of the gas installation. Detailed drawings of the location and dimensions of the gas bottle storage area together with the accurate positioning of the gas pipe reticulation are required to be approved by the building committee.
- 5.11. The **ridge of the carport or storeroom** may not be higher than the ridge of the main structure unless specifically authorised by the Board due to topography of the site.

- 5.12 While there is no prescribed number of bedrooms, it is an express term of clause 3.4 of the Use Agreement, read together with the sub clauses 3.4.1, 3.4.2 and 3.4.3, that no Unit may at any time be occupied by more than 8 persons, inclusive of staff/employees, unless the requirements of the sub clauses are complied with in which case up to a maximum of 10 persons may occupy a unit.
- 5.12. Staff quarters are permitted and may adjoin the storeroom, the carport, be located beneath the primary floor level or form part of the main structure; however it forms part of the maximum cumulative total area of 230 square metres as envisaged in clause 5.2.
- 5.13. One boma of a maximum area of 40 square metres is permitted per unit. The boma may accommodate an under counter storage area of up to 2 square metres which may form part of either the permissible boma area or permissible deck area. At the sole discretion of the Building Committee, dispensation may be allowed for a boma or portion thereof to fall outside of the 10 metre exclusive use area in terms of clause 4.5. However, should the distance between a neighbouring unit be diminished the written acceptance from such neighbour is required as contemplated in clause 4.1 of these regulations.
- 5.14. A concrete fire pit situated on a deck is permitted on condition that no part thereof may be situated within a 5 metre distance of any part of the thatch roof. The construction thereof shall be such so as not to create a fire hazard.

6. Quality Control

- 6.1. All construction must adhere to SANS 10400 and all materials used are to be SABS Standard compliant.
- 6.2. **Termite proofing** must be installed beneath the floor slab in any new buildings or extensions or additions.
- 6.3. **Septic tanks** must be above the flood line as determined in clause 13.1 and comply with the Water Act (No 36 of 1998). The Septic Tank capacity and French Drain size/s must be specified on the drainage drawings and be able to accommodate the capacity of the Unit. The Septic Tanks must be accessible for maintenance purposes and must be provided with manhole covers. A percolation test must be conducted to ensure that the soil is permeable to allow for adequate seepage of the French Drain and not to cause any erosion. If the percolation test indicates inadequate seepage then an alternate measure (e.g. evaporation tiles or conservancy tanks) must be proposed and submitted for approval in writing by the Board and / or Management.

- 6.4. All **storm water management** must be designed to direct the storm water away from the Unit and not cause erosion at disbursement points. Surface channelling is preferred and only where there is no alternative will piped disposal of storm water be permitted.
- 6.5. No materials (stone, river sand, fallen trees, etc.) may be sourced from the Reserve except where authorised in writing by Management.
- 6.6. All **builders' rubble** must be removed from the Reserve. Details of the disposal of the builders' rubble and the removal of thatching grass must be described in the plans submitted by the Member. The site is required to be cleaned and rehabilitated after any construction has been carried out.
- 6.7. No **reflective glass** glazing is permitted.

7. Finishes and Aesthetics

- 7.1. Real stone cladding must reach at least to screed level, and may be used to clad up to 20% of the external walls unless otherwise permitted by the Building Committee.
- 7.2. Retaining walls must be stone clad or plastered and be no higher than 1.5 meters, unless site conditions make this untenable in which case the approval of the Building Committee is required.
- 7.3. Use of stone from sources outside of the Reserve must be pre-approved and a sample of the proposed stone must be presented to the Management or the Building Committee for this purpose.
- 7.4. Chimneys, fireplaces and lightning conductor masts are not permitted.
- 7.5. All external brickwork must be cement plastered and painted in one of the following colours:
 - 7.5.1. "Bushbuck code Y1-D1-4" – Plascon Paint
 - 7.5.2. "Namib" - Prominent Paint or
 - 7.5.3. "Namib code 005" – Plascon Paint
- 7.6. Roofs shall be thatch. Roofs, including freestanding carports and decks (that are not flat-topped with laths), must be pitched at a nominal 45°. CCA treated or hardwood poles must support the roofs of the carports and covered decks and for termite protection must be totally encased in a concrete mix below ground level with no part exposed. Flat concrete or cement roofs are not permitted although a special dispensation may be considered under certain circumstances for small flat roofed concrete protrusions under the existing thatch line, or slightly beyond. Such

dispensation may be subject to certain conditions. Polycarbonate sheeting or other waterproof type roofs are not permitted.

- 7.7. One or both carports may have a lath roof instead of thatch. Deck areas may also have lath roofs for shade purposes only. No waterproofing materials may encapsulate or be attached to these roofs.
- 7.8. No gable roofs, dormer windows or skylights are allowed, but triangular vents are permitted to conform to existing designs.
- 7.9. Roofing must be coated with fire retardant for 2 square meters above open flames (e.g. Gas geysers and stoves).
- 7.10. Thatch roofs must be baboon proofed using superior quality galvanised chicken mesh, "Dutch Crooks" or high tension wires. In the latter case, aesthetic approval must be obtained from the Building Committee and clearance from the Company's insurers that this solution does not constitute a fire hazard.
- 7.11. Ridge capping must be cement and a dark grey or black in colour unless the original ridge capping on the existing roof is of an alternative material which is suitable for re-use.
- 7.12. A 75cm thick concrete apron slab or stonework must be laid beyond the drip line under the eaves on relevant elevations as necessary for erosion control. Any such apron is excluded from the maximum permissible extent determined in 5.2 and 5.5.
- 7.13. External doors, windows and frames must be made of hardwood or 'bronze-finish' or 'wood-finished' anodised aluminium. Balustrade handrails must be of wood or of a wood finish material. The balustrade uprights may be in metal but finished in a bush appropriate colour which is subject to Board approval. Tensionable braided cable to span the areas between the balustrade uprights below the handrail level is permitted.
- 7.14. Externally visible doors and window furniture (e.g. Handles and hinges) must be brass except that they may conform to existing designs where applicable.
- 7.15. The use of external materials and detailing should be uniform throughout the Unit as far as possible; particularly with regard to the balustrades, external doors and windows and stone cladding.
- 7.16. Where any balustrade design departs from the National Home Building Registration Regulations, all risk and responsibility resides with the Member/s.

7.17. Driveways may only be surfaced where the Board and / or Management determines that the topography requires surfacing. Written approval of the Board is required in respect of the driveway surfacing material.

8. Landscaping

8.1. No lawns may be planted, nor may the surrounding bush grasses be watered.

8.2. No trees, shrubs or other vegetation, alien or indigenous, may be introduced onto the property without the written approval of the General Manager. Exotic flora is strictly forbidden.

9. Appliances

9.1. Noise pollution reported by any neighbours and determined by Management or the Board to be excessive will require the removal of the appliance at the offending Member's cost, regardless of any prior Board or Management approval for the appliance's installation.

9.2. No external wall or window mounted air conditioners are permitted without prior Board approval, which may include requiring the air conditioners to be screened so that they are not visible from any other Unit or roadway .

9.3. Any washing lines, satellite dishes, radios, TV, cell phone or similar aerials installed and solar systems are to be positioned out of view and further screened so that they are not visible from any other Unit or roadway, such screening subject to Building Committee approval.

9.4. Satellite dishes are to be painted the same colour as the house (as per Clause 7.5 above).

9.5. All gas appliances must be installed to manufacturer's specifications and insurer's requirements and it is the responsibility of Members that their Unit is appropriately certified as gas compliant in terms of the SABS standards applicable to their unit. It is a legislated requirement that the gas installation certificate of compliance is renewed every 5 years. The SABS SANS gas installation standards vary according to the year of installation or modification thereof. The SABS SANS gas installation standards are available through management on request. As gas appliances are used under thatch roofs, the Company will obtain, at each Member's expense, combined scheme building insurance cover in respect of each Unit. (Contents, however, must be insured separately by the members.)

10. Lighting

10.1. Flood lights and "fairy" lights are not permitted.

10.2. All lighting at bomas must be discreet.

- 10.3. All internal lighting must be concealed from outside view through the windows.
- 10.4. External lighting is only permitted under the eaves pointing downwards with the pool of light extending not more than 3 meters from the external walls. Ground level location type lights are subject to Board approval.
- 10.5. No external lights may be left switched on after retiring or when the Unit is not occupied.
- 10.6. External lights and ground level location type lighting must be restricted to the minimum quantity to provide adequate lighting. All lighting is subject to final inspection and approval on completion of the building works. Members may be required to remove certain lights if it is deemed to be excessive or intrusive in the sole and absolute discretion of the Management and / or the Board.
- 10.7. Lights on decks and balustrades which cannot be concealed below eaves may not be positioned more than 600mm above floor level of the deck or walkway and the pool of light must be directed downwards.
- 10.8. Any external white fluorescent type light is not permitted.

11. AC Power (if provided)

- 11.1. The site is supplied with 40 amp single phase electricity for which a main supply 40 amp circuit breaker must be provided at the house distribution board. Any installation that requires a higher demand must accommodate in design either load shedding or relay switches in order to limit the draw to a maximum of 40 amps at all times.
- 11.2. Conduit to be used for all electrical cables must be imbedded in the walls and all cabling must be earthed. SABS approved "surfex" cabling will also be permitted.
- 11.3. A Certificate of Electrical Compliance must be obtained by the Member/s for all AC installations prior to occupation of the Unit.

12. Plumbing

- 12.1. All electric geysers, if installed, must be concealed.
- 12.2. Water softening is recommended.
- 12.3. Solar water heating and electricity generating panels are not permitted on thatch roofs without prior Building Committee approval and may not project above treetop level nor be visible from any road other than a Unit's driveway.

12.4. Water taps must be installed at the boma.

12.5. Swimming / plunge pools and external Jacuzzis are prohibited.

12.6. Without the written permission of the Board, game drinking troughs are prohibited, as are birdbaths or any other water feature, whether or not auto-filled by means of a water reticulation system.

12.7. Use of water saving devices is encouraged (e.g. low flow shower heads and twin lever cisterns).

13. Flood Line

13.1. The floor level of any Unit, carport or deck may not be constructed below the flood line as determined by the Building Committee. Any deck projecting over this flood line may not be connected to the Unit in any way.

13.2. A boma may be constructed on the flood plain, but not in the river bed.

13.3. The river bank may not be disturbed in any way without prior Board approval.

13.4. Any rebuilds, additions, extensions or renovations, including replacement septic tanks, that are constructed below the flood line as defined in Clause 13.1 are carried out at the owner's risk unless otherwise authorised in writing by the Building Committee. Existing structures, including septic tanks, may be subject to an additional insurance excess covering flood damage for those units previously damaged as a result of flood. Such excess amounts are included in a table which is provided to members in their annual insurance renewal notice.

14. Other

14.1. Three fire extinguishers per Unit are required and must be SABS compliant.

14.2. No fencing, electrical or other, or walls (other than retaining walls) for whatever reason is permitted without the approval of the Building Committee.

15. Occupation Certificate

15.1. Prior to the commencement or during the construction the Building Committee may direct where it in its sole and absolute discretion considers the construction to be either a rebuild or a sufficiently extensive renovation, alteration, extension, addition or maintenance project that an Occupation

Certificate is required to be issued on completion of the construction project at site hand over to the Member.

15.2. In the event that an Occupation Certificate is required, then no Member or User may occupy the Unit until such time as the Building Committee and / or Management has issued the Occupation Certificate.

15.3. The Management and / or the Building Committee require the following on completion of the work carried out:

15.3.1. a final cost statement from the Member, the Contractor and if applicable, the Principal Agent, stipulating the final contract price for the purposes of calculating the Building Levy in clause 17; and

15.3.2. the appropriate compliance certificates in respect of all Electrical, Gas and/or Glass/Glazing installations and in respect of Termite Proofing and / or Thatched Roofing construction.

16. Insurance

Contractor's all risks insurance as envisaged in the JBCC Minor Works Agreement must be taken out at the Member's expense for the duration of the construction period up and until the Occupation Certificate referred to in clause 15 is issued by the Board and / or Management. Proof of such insurance must be lodged with and form part of the approval of the building plans.

17. Building / Maintenance Levy

17.1. A levy of 7.5% is payable to the Company in respect of the cost of all rebuilds, extensions, electrical installations, maintenance repairs and restorations (including PC items). Where such work is arranged and overseen by Management and / or the Company a rate of 10% is payable. A copy of each quotation for work to be effected, which has been accepted by the Member, is required to be lodged with ORGR management **by both the Member and the Contractor** prior to the commencement of such work. Furthermore, ORGR management must be notified by **both the Member and the Contractor** of any variance to the original quote cost as and when such cost variance arises. Refer to clause 15.3.1 with regard to the final contract price. In respect of any other work carried out where no prior quote has been obtained by the Member, such as ad hoc repairs and maintenance, copies of all invoices from the Contractor are to be submitted by the Member to ORGR management on receipt thereof from the Contractor for the purpose of the calculation of the applicable building levy.

17.2. The levies are due within 30 days of being invoiced by the Company.

17.3 The Board has the right to call for all supporting documentation with regard to all the work carried out. In the event that the Board deems that the cost of the works submitted for the calculation of the building and/or maintenance levy is unreasonably low, it has the right to appoint an appropriate specialist (architect/quantity surveyor) to estimate the project cost for the purpose of calculating the levy. The cost of the services of specialist will be for the Member's account. The Board reserves the right to apply a penalty levy to any cost submission for work carried out that is below the actual cost.

17.4 In the case of rebuilds as a result of any insurable event such as damage or destruction by fire or flood the levy will be reduced to 5% of the value of the insurance proceeds received. Any amount expended on upgrades, additions or extensions to the original property over and above the claim proceeds will attract the 7.5% building levy as per Clause 17.1.

SIGNED AT _____ ON _____ 20__.

UNIT NUMBER: _____
Member/Representative Member

I/We confirm that I/we have been furnished with a set of Building Plans which have been approved by the Board of Olifants River Game Reserve (Pty) Ltd and I/We have read and understood these Building Regulations together with Addendum "A" of these regulations being the Rules for Contractors.

SIGNED AT _____ ON _____ 20__.

UNIT NUMBER: _____
For and on behalf of the Contractor

