

# **QUEENSBERRY BAY SHAREBLOCK (PTY) LTD**

## **Building Rules and Regulations (August 2015)**

All new building or external alterations done to the property of any Shareholder in Queensberry Bay must be in accordance with these rules and regulations as set out herein and any amendments that may occur from time to time. The said rules and regulations must further comply with the National Building Regulations Act No. 103 of 1977 (as amended from time to time).

**A courteous approach to all new building or alteration work is encouraged. Please discuss your proposed plans with neighbours and where possible consider and incorporate their views in your final plans.**

Any request for new buildings and / or structural alterations must be submitted in writing to the Queensberry Bay Board of Directors. The initial application should include a detailed sketch plan of the proposed work. Any amendments or changes necessary will be communicated to the shareholder to rectify before a *tentative* Board approval is granted. The final Board approval will only be considered upon receipt of the same complete set of building plans being used to submit to Great Kei Municipality. The Board of Directors will only then make a final decision that will be binding on all parties concerned. Once the Shareholder has obtained approval from the Board the detailed plans must be submitted to Great Kei Municipality for their approval. No work to commence before such approval is obtained and all building deposits are paid.

For non-structural external alterations, earthworks, paving, landscaping, etc. the shareholder must submit any request in writing to the Queensberry Bay Board of Directors. In most situations a basic sketch plan of the work to be done must be submitted with the written application. Any amendments or changes necessary will be communicated to the shareholder to rectify. The Board of Directors will then make a final decision that will be binding on all parties concerned.

### **GENERAL CONDITIONS**

- 1. Harmonious Appearance:** No uncontrolled exterior changes or anything visible from the outside, which will introduce an inharmonious element will be allowed. The shareholder shall not place nor allow to be placed nor do anything on any part of the common property, or his property, including balconies, decks, patios, veranda, drive ways, paving, earthworks and gardens, which in the discretion of the Board, is aesthetically displeasing or undesirable when viewed from the outside.
- 2. Measurements:**
  - 2.1. The building shall be a single storey with a low-profile roof. The highest point of the roof may not exceed 4.5 metres above natural ground level.
  - 2.2. All alterations or improvements to existing buildings may not exceed the height of the existing building.
  - 2.3. The building is to be located within the building line as identified on the approved plan.
  - 2.4. Minimum distance from Building to outside curb of road 1.5 metres.
  - 2.5. Minimum distance from Building to Boundary of Share is 1.5 metres.
  - 2.6. Braai areas, with the aforementioned Clause 2.5 being considered, may, with written permission from the Board, be built on the boundary, [notice should be taken that the braai is not an inconvenience to neighbours (e.g. Smoke blowing into the houses or the braai area spoiling the view)].

### 3. Roofing:

- 3.1. Before any roof is erected an imaginary roof line is to be installed for inspection. The Board will then make a final decision that will be binding on all parties concerned.
- 3.2. **Colour:** Red, Terracotta, Charcoal or Green or any other colour approved by the Board.
- 3.3. **Material:** Tile, Thatch, Fibre Cement, Slate or Chromadek coated metal sheeting or any other material approved by the Board. No plain galvanised roof sheeting will be allowed.

### 4. Walls:

- 4.1. All external walls to be built of face brick, klinker brick or plaster brick (plastered).
- 4.2. As a general rule no prefabricated building systems are permitted however alternate or unconventional building systems not covered in these regulations can be presented to the Board for consideration / approval.
- 4.3. No boundary walls of a permanent nature will be allowed or permitted due to the communal type living at Queensberry Bay. The Board shall reserve the right to allow certain boundary walls or picket type fences under special circumstances. Such requests to be put in writing with motivation for the consideration of the Board, the decision of the Board will be final and binding. No prefabricated walling systems, sheet material or wire fencing is permitted.
- 4.4. Boundary walls, where permitted should generally be low and should not exceed 1.8 metres in height measured on the high side.
- 4.5. **Colour:** Any lighter shade of whites, creams and greys are permitted on external walls. No extreme colours (e.g. pink, purple, green, blue, yellow, red, etc.) or dark colours (e.g. black, charcoal, dark brown, etc.) will be allowed on any external surfaces.
- 4.6. All internal walls are to be built of brick or approved drywall systems.
- 4.7. Retaining walls will require a written application with motivation to be sent to the Board for consideration. The Board will not unreasonably withhold such permission provided that good cause is shown, and a proper plan showing method of construction and the shareholder accepts all public liability for any damages should the wall collapse. The Board shall have the authority to specify distance from the road, building and the like in this regard. The Board shall further have the authority to decide the length, height and width of such retaining wall.

### 5. Awnings and Carports:

Any awning or carport that is erected must adhere to the Building Rules and Regulations of Queensberry Bay and be of a high quality. A detailed sketch with specifications is to be provided to the Board for approval, before any construction may begin. Any structure made of brick & mortar or steel requires further approval from Great Kei Municipality.

### 6. Doors & Windows:

Aluminium, PVC or wooden doors and windows are recommended as these are non-corrosive by nature. **Colour:** white, bronze, charcoal, natural aluminium, and brown stained timber are the only colours permitted.

### 7. Water & Sewage:

- 7.1. When building, precautionary measures should be taken against altering the normal flow of storm water. Where this cannot be avoided, alternative measures must be taken with the approval of the Board.
- 7.2. Any major alteration or sewage connection must have a manhole built for inspection or blockage clearance (e.g. rodding eyes).
- 7.3. Waste pipes to be taken into a gully and connected into the waste / sewage system, the gully to be above ground level so as to prevent storm water from entering the system in the event of flooding.
- 7.4. Under no circumstance may grey water be disposed of onto company or neighbours' property.
- 7.5. All water connections to have stop valves in an accessible position.
- 7.6. It is strongly advised to install rainwater gutters to feed a rainwater tank of no less than 2500 litres capacity.

7.7. A septic tank and separate French drains must be installed to meet specifications of the proposed dwelling.

- 8. Refuse disposal:** refuse bins by their very nature should be hidden. Shareholders are to maintain a hygienic receptacle within the boundary of the Share.
- 9. Laundry:** A shareholder should not erect a permanent wash line on any part of their property that may be offensive to others or be a danger to anyone especially children during the day or night. Should the Board receive any complaint about a wash line, it reserves the right to ask the shareholder to remove such wash line or to put up a removable one that would only be up during use. Ideally it is recommended that wash lines be erected behind a screen wall.
- 10. Maintenance:** All shareholders are always to keep their property in a good state of repair . Should any shareholder fail to do so the Board will address the shareholder, requesting a response within 14 days of receipt of said correspondence. If the requested work is not attended to within an acceptable timeframe, the Board will carry out or instruct a third party to have the work / repairs done and recover the costs plus a 10% surcharge from the shareholder.
- 11.** Each shareholder to provide two (2) parking lots on their shareholding inclusive of garages.
- 12.** The fitting of any security gates, burglar bars or other safety / security devices must be of suitable design or style to fit into the harmonious appearance of Queensberry Bay.
- 13.** All electrical work or gas installations are to be done by suitably qualified companies and a certificate of compliance is to be handed in to the Board for record keeping and insurance purposes. All electric meters to be installed outside the dwelling in a weatherproof box for easy reading. An electrical connection fee of R250 is to be paid before the power is switched on.

**14. Building deposits:**

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|--|-----------------------|
| 14.1. Structural alterations to existing building    | R250 (non-refundable) |
| 14.2. New building                                   | R500 (non-refundable) |
| 14.3. Site cleaning deposit / Compliance Certificate | R1 000 (refundable)   |

The Site Cleaning / Compliance Deposit is refundable if the site has been cleared to the satisfaction of the Board within 14 days of completion of building works, failing which the Board shall have the site cleared at the shareholder's expense and the shareholder will forfeit his deposit.

The shareholder shall not contravene any of these rules or regulations when doing the work. Should any contravention be found the shareholder shall be obliged to correct such a contravention within 14 days of written notification to do so at his own cost. All building operations must be completed within a period of four months. Should this not be possible, the Board must be notified requesting an extension of time.

Any costs incurred by the Board in enforcing any of these rules or legal costs incurred to recover such costs will be for the account of the shareholder charged on an attorney and client scale and payable on demand.

BY ORDER

**QUEENSBERRY BAY SHAREBLOCK (PTY) LTD**

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## **Compliance Document (to be signed)**

A complete set of building plans have to be approved by the Directors and is only then to be forwarded to The Great Kei Municipality for their approval. Once the plans have been approved and stamped by the Great Kei Municipality, they are to be returned to the Queensberry Bay Board. This Compliance Document must then be signed by ALL parties before building commences.

### **CONTRACTORS OBLIGATIONS**

1. The contractor must be able to meet a required standard of worker behaviour, safety and building quality.
2. The contractor is to remain on site or hire a qualified artisan to act as a responsible person to personally supervise his staff at all times.
3. The main contractor is responsible for communicating and enforcing all rules and obligations with any sub-contractors used.
4. The contractor is to bring and remove his staff daily. No temporary accommodation is available, nor will the staff be permitted to stay on the estate.
5. A deposit of no less than R1 250.00 is to be paid to the Company before new building or structural alterations commences, a portion of which will be refunded on completion providing that all construction conditions have been met and the site cleaned of all building rubble. Where non-structural alterations are undertaken the deposit will be determined by the Directors taking the proposed work to be done into consideration.
6. The electrical contractor and plumber must consult the Grounds Manager before commencing work to establish where the electrical and water pipes connections, underground cabling and pipes are situated. The electrical contractor is to issue a "Certificate of Compliance" on completion of his work, a copy of which is to be given to the Directors for filing.
7. The contractor must be provided with a remote by the Shareholder which must be returned on completion of the work. The gate code should under no circumstances be revealed to the contractor or his workers. Nor should anyone be disturbed to open the gate for the workers.
8. The maximum load permitted into Queensberry Bay is four (4) metric tonnes. The road network is unable to carry more than this weight. Loads exceeding the maximum weight must be offloaded in a place that will be designated by the Grounds Manager and then transported by "bakkie" to the building site.
9. The Company reserves the right to stop building activity and remove the contractor from the site if, in the Directors' opinion, he does not comply with all the laid down agreed conditions.

10. A four-month building clause is stipulated, i.e. the building must be completed from laying of the foundation to completion, within a 4-month period.
15. No building operations are allowed during the period 10<sup>th</sup> December to 10<sup>th</sup> January. No building operations shall be allowed to commence if such building will not be completed by 10<sup>th</sup> December, all rubble shall be cleared by 1<sup>st</sup> December, failing which the Board will have it cleared and the shareholder will be billed.
16. Building operations are restricted to the normal building trade hours, i.e. 07h00 to 17h00 on normal working days. No building operations of a noisy nature are allowed on weekends or public holidays. All other building operations on weekends or public holidays must have prior approval of the Board.
17. No building contractors or owner builders' staff are permitted in the resort after normal working hours.

#### **DEPARTURES.**

The Board of Directors at their absolute discretion may permit departures from these Contractors Obligations, where they deem it appropriate and where such departures concerned, do not interfere with the rights and privileges bestowed on fellow shareholders.

#### **TO BE SIGNED:**

**MAIN CONTRACTOR'S NAME:**.....

**SIGNATURE:**..... **DATE:**.....

**SHAREHOLDER'S NAME:**.....

**SIGNATURE:**..... **DATE:**.....

**DIRECTOR'S NAME:**.....

**SIGNATURE:**..... **DATE:**.....