



**BLAIR ATHOLL ARCHITECTURAL and LANDSCAPE RULES,  
CONDITIONS and GUIDELINES for both New and Existing Owners.**

*GUIDING PRINCIPLE*

**Blair Atholl Estate is managed and run by Blair Atholl Home  
Owners for the benefit of Residents and Home Owners**

**The Architectural theme is contemporary country-style modern family homes  
designed and built to enhance the estate and the creation of a harmonious life style.**

**Designs should take into consideration the neighbours, the views and the  
environment. Landscaping within any owner's stand is an essential element and  
should be designed to complement and enhance the natural beauty of the estate.**

*BAAC and BAHOA RESERVE THE RIGHT TO AMEND THIS DOCUMENT AND THE CONDITIONS AND RULES HEREIN FROM TIME  
TO TIME WITHOUT PRIOR NOTIFICATION.*



## **DEFINITIONS:**

- BAHOA:** BLAIR ATHOLL HOME OWNER'S ASSOCIATION.  
**BAAC:** BLAIR ATHOLL ARCHITECTURAL COMMITTEE appointed by the board.  
**GM:** GENERAL MANAGER APPOINTED BY THE BOARD.

*Each homeowner is strongly encouraged to peruse this document carefully prior to construction, as it forms part of the agreement of sale and is contractually binding. Where not specified, wording is to be taken as a RULE or CONDITION and not a GUIDELINE. If in doubt, consult the BAAC.*

## **SUMMARY OF THE DESIGN APPROVAL AND BUILDING PROCESS:**

*(All submissions will only be considered when levies are up to date).*

- 1) The new stand owner appoints an Architect. Preliminary design commences between the two, taking into consideration the rules, conditions and guidelines detailed in this document. In all cases, BAAC will correspond with the Architect, who is obliged to liaise with the stand owner and incorporate all required changes.
- 2) The stand owner must pay a non-refundable scrutiny and sidewalk fee of R6,000 to BAHOA, together with the submission of the 1st stage concept. Proof of payment must be e-mailed to BAAC at [baac@blairatholl.co.za](mailto:baac@blairatholl.co.za). Please include your erf number as reference.

BAHOA account details; ABSA; Account No 4064 545 470

- 3) Approval phase:

- **First Stage** Design
- **Second Stage** Submission of full working drawings to **BAAC**
- **Third Stage** Submission to Local Authority
- **Building**

Concept plans and renders are to be submitted to BAAC electronically, in PDF format. After BAAC approves the design concept in writing, any further changes to drawings must be submitted electronically. In addition, 2 complete printed sets are to be delivered by hand to BAAC offices at the Club House.

All plans must indicate

- Erf number,
- Reference to North
- Roof heights showing the 9m height restriction
- Boundaries
- Building lines
- Coverage
- FAR
- Area calculations
- Renders

Printing costs will be for the owner's account.

- 4) Once BAAC has scrutinized the concept drawings, it will send queries and changes required to the architect, who will advise the owner. Revised drawings must then be submitted by the Architect and stand owner to BAAC for final approval. The owner must then arrange for the grass on the stand to be cut and boundary pegs inserted in white, which are to be clearly visible. These boundary pegs must be set in concrete. The perimeter of the house must also be pegged. The Architect must advise BAAC that the site is ready and BAAC then undertakes a site inspection.
- 5) Following approval of the site inspection, BAAC will then send the architect an approval letter. The stand owner must then pay BAHOA (bank details above) R17,000, being the balance of fees for approval, together with a refundable building deposit of R30,000. (See note 10 Architectural Guidelines). The Architect shall submit not less than 3 complete sets of plans to BAAC for stamping.
- 6) Two sets of signed and stamped plans will then be made available for collection at BAAC offices for submission to the local council. (Note, it is the stand owner and his / her Architect's responsibility to submit plans and obtain council approvals and to pay all local council fees, which are for the owner's account). A second signed and stamped set will be kept on file at BAAC offices. If the owner or Architect requires additional stamped copies, these must be supplied.
- 7) Once the fees and the deposit are received, BAAC shall supply the nominated and agreed builder (see process below) with a builder's board.
- 8) After local council approval, the Architect must submit to BAAC an original full set of plans stamped with said local council approval, together with copy of the council

approval letter, to be kept on file. BAAC will then issue a letter authorising building. No construction whatsoever must start until from BAAC has issued this letter.

- 9) No construction will be allowed unless the nominated builder has been approved by BAAC and has signed the Builders Code of Conduct (and the required deposit/s have been paid).
- 10) After building operations have commenced any changes that are not in accordance with the approved plans, for example which either add to or change the area, the height, or the boundaries, must be approved by BAAC in writing, prior to implementing such changes.
- 11) *Landscaping and external works* plans such as a swimming pool, boundary fences, retaining walls etc are also to be submitted in good time and prior to implementation, for approval by BAAC in writing.
- 12) Upon completion of the house for occupation, the builder/owner must request BAAC to issue a completion certificate. After inspection to ascertain that the buildings are built in accordance with the approved plans and that landscape and adjoining areas are restored to their original or approved appearance, BAAC will provide this certificate. The Owner can then apply to the municipality for the council's occupation certificate.
- 13) Should there have been any deviation to the original council-approved plans, then the client / Architect shall submit "As built" plans to the council for re-approval. A stamped copy of such re-approved plans signed by the council are to be submitted to BAAC within 60 days of occupation.
- 14) BAAC, at its sole discretion, can relax or change any building parameters. However all such parameters must still comply with those of the local authority.



## **DETAILED RULES FOR THE SUBMISSION OF BUILDING PLANS**

### **TO BAAC**

*Please ensure that you make your appointed Architect familiar with these conditions, rules and guidelines*

#### **FIRST STAGE:**

Initial drawings are to be supplied to BAAC in PDF format (max 3mb per file) plus one hard copy. Each sheet should be an individual file with a file name and corresponding drawing number. The following drawings are required for the appraisal at the Design Concept Stage: All drawings to be dated and clearly numbered. Printing costs will be for the owner's account.

- All plans to indicate erf number,
- Boundaries and stand numbers of adjoining stands to be shown,
- If the site adjoins the golf course, then the area of the course is to be shown, together with relevant reference points such as tee box, green, bunker, edge of fairway etc. The golf hole is to be numbered,
- If the river is on any boundary of the site, it must be shown,
- North is to be indicated,
- Roof heights showing the 9m height restriction,
- Boundaries,
- Building lines,
- Coverage,
- FAR,
- Area calculations,
- Roof plan to be shown at 1:200
- Site plan clearly indicating all boundary lines and dimensions at 1:200
- Floor Plans at 1:100
- All Elevations 1:100 with details of external finishes. (Renders are to be included)
- All Sections 1:100. Sections to indicate dimensions of all internal heights, heights to u/s wall plates and roof apexes as well as all various widths of primary and secondary forms
- All necessary Bulk and coverage calculations.
- Site access plan to be submitted (if applicable showing access over canal)

## **SECOND STAGE:**

After BAAC approves the design concept and sketch drawings, three sets of **full working drawings** must be submitted to BAAC for approval. The architect shall submit a letter together with these drawings, certifying that there have been no changes from concept drawings approved, in relation to coverage, outside dimensions, building lines and roof heights. If any changes have been made, the Architect will draw the BAAC's attention to same and detail such changes.

Two set of such plans will be returned to the Owner / Architect stamped "approved" together with a letter of approval, in order to submit plans to the local council. A copy will be kept by BAAC.

The following printed drawings on A0 are required for the Final Scrutiny and approval from the BAAC.

- Site / Roof plan at 1:200 scale
- Floor Plans at 1:100 scale. Ground floor plan to include boundary wall specifications.
- Bulk Earthworks Plan at 1:100 scale including specifications of all retaining structures.
- All Elevations 1:100 scale with external finishes
- All Sections 1:100 scale. Sections must clearly indicate max roof level from average ground level. Note; not to exceed 9 Meters
- Drainage plan and Sections.
- Door and Window Schedules.
- All necessary Bulk and coverage calculations.
- All drawings to include date of latest revision, numbering and to include a block reference to the property Erf number, submission date as well as a section for approval stamp and signatures from BAAC.
- Landscape Plan at 1:200 scale. (Note you may submit this later during building process)
- Site access plan

All information should comply with the Architectural Design Conditions, Rules and Guidelines as detailed herein. This information is important for council submission and will help prevent delays in approval.

## **THIRD STAGE – THE APPLICATION TO THE LOCAL AUTHORITY (TO BE SUBMITTED BY THE OWNER / ARCHITECT).**

After the working drawings have been approved by **BAAC** they must be submitted to the local authorities for approval. This submission is made by the Client / Architect, together with prescribed fees that will be payable at this stage to the Local Council.

Should the requirements of the local authorities or any other statutory authorities or the National Building Regulations conflict with these guidelines then such other requirements will take precedence.

BAAC does not submit any plans to the Local Authority on behalf of Developers or Owners. The submission of plans to the Local Authority for approval is entirely the responsibility of the owner or appointed Architect and/or Principal Agent.

## **BUILDING STAGE:**

Building will be constructed by one of the Builders on the approved list per Annexure 1.

BAAC will be entitled to regulate the activities of all building and sub contractors. All builders and subcontractors will be obliged to sign the Builders Code of Conduct.

### **Please note:**

1. *No construction can commence until council approved and stamped drawings have been received by BAAC.*
2. *No construction can commence until a clearance certificate is received from the BAHOA confirming outstanding levies, fees and deposits have all been paid.*
3. *Should any owner clear or have cleared their stand, create/d a berm, plant or have planted trees etc and not started building within the time stipulated, then should the owner fail to maintain, allow for proper drainage, maintain the trees etc and having been given 30 days notice to this effect then BAAC can make good the deficiencies at the owners cost and levy a fine of R10,000, which must be paid prior to recommencing building.*
4. *No construction can commence until the builder provides a health and safety certificate. Health and safety on the site is the responsibility of the owner and builder. BAAC and BAHOA are not in any way responsible for health and safety on site and the owner absolves BAAC and BAHOA from all liability in on the Estate in respect thereof.*
5. *The owner is solely responsible to ensure that all Agents, Builders and Architects and their employees and representatives comply with all legal and statutory issues.*
6. *All building sites are to be supervised at all times and NO worker shall be allowed to walk off the site in the Estate. All workers are to be transported to and from the gate. Failure to comply will result in the BAHOA levying a fine of R3,000 and in the case of a second offence, building operations on the site will be stopped for 14 days and a further fine of R5,000 will be levied.*
7. *Foundations are to be pegged by an accredited surveyor, who shall submit to BAAC a certificate confirming that foundations are set out per the approved drawings. The corner pegs are to be set in concrete so that they can be inspected once the foundations are completed prior to brickwork commencing.*



## **CONDITIONS OF BUILDING AND USE.**

*All conditions in this revision supercede all previous versions*

### **ZONING:**

The stands on the Estate are zoned purely for residential purposes. Home offices are permitted, but any form of commercial undertaking will be subject to BAHOA approval in writing. No property shall be used as a club, place of worship, sanatorium, short-term vacation rental, nor used by staff or associates of the owner without the owner being present. If there is any doubt as to whether usage complies, the BAHOA must be consulted before such usage takes place.

### **BUILDING LINES, SITE DEVELOPMENT PLAN (SDP) AND BULK COVERAGE, F.A.R. (floor area ratio).**

#### **1. SITE DEVELOPMENT PLAN AND BULK COVERAGE, F.A.R:**

- 1.1. The owner and builder must adhere to the Site Development Plan (SDP) at all times. Any exceptions need to be brought to the BAAC's attention for approval in writing. Coverage calculations must be included in all submissions.
- 1.2. Single story calculations refer to the external footprint of the ground floor area, including verandas, garages and pergolas, all to be pre-approved by BAAC. Double story calculations refer to the external footprint of the ground and upper floor areas.
- 1.3. Maximum coverage for single story houses is 25% (twenty five percent of erf area).
- 1.4. Maximum coverage for double story houses is 20% (twenty percent of erf area).
- 1.5. The minimum size of a single main residential building is 450 (four hundred and fifty) square meters, which includes garages and outbuildings.



- 1.6. A stand may neither be subdivided nor re-zoned, nor a sectional title plan be registered.

## **2. STREET AND COMMON AREA BUILDING LINES RELATED TO THE SDP OF EACH AND EVERY ERF:**

- 2.1. Side and other building lines are to be kept within 8 (eight) Metres from boundary.
- 2.2. Buildings should be a distance of at least 25 (twenty five) Metres from boundaries fronting the golf course.
- 2.3. Buildings should be at least 25 (twenty five) Metres from boundaries fronting the river and/or the legislated flood line. The 100 Meter flood line to be shown in drawings where applicable.
- 2.4. No buildings shall encroach on the common area.
- 2.5. BAAC in its sole discretion, taking into account neighboring stands, location, existing trees etc, can consider relaxing building lines.

## **3. POSITION OF BUILDINGS ON THE SITE:**

- 3.1. The positioning of the home must take into account the privacy of others, especially neighbours and be in harmony with surrounding buildings. Variations will only be allowed at the absolute discretion of BAAC, and may require the input of a neighbor. The decision of BAAC will be final and binding.
- 3.2. Buildings must not be constructed over any servitude.
- 3.3. A separate habitable guest cottage may be considered but it needs to be linked to the main house. This could be via a walkway.

## **4. FENCING AND PARKING:**

- 4.1. All fencing must be approved by the BAAC. No vertical metal droppers or uprights and no diamond mesh fencing will be allowed. All fencing, if installed at all, is to be "ranch style" or such as conforms to the general aesthetics of the erf and estate.
- 4.2. No boundary fence shall cross common space.
- 4.3. All pets kept on an erf shall be contained in an adequately fenced area.

- 4.4. No solid brick or plastered boundary walls will be permitted other than entrance piers.
- 4.5. No boundary fence shall be higher than 1.5m.
- 4.6. Each dwelling unit shall have a minimum of 2 (two) covered garages and must provide a minimum of 6 (six) off street parking areas.

## **5. SECURITY**

Blair Atholl is a secure estate; however a silent alarm linked to Estate security should be installed as an additional measure. No electrical fencing of any type or form is allowed.

## **6. BUILDING ENVELOPE:**

### **6.1. Height restrictions:**

- 6.1.1. The natural ground level shall be deemed to be the level as determined on the contour plan.
- 6.1.2. The maximum permissible height of any building on an erf is 9 (nine) meters when measured from the average mean natural ground level to the highest point of the roof. This line is to be indicated on the plans.

### **6.2. Roof:**

- 6.2.1. A pitched roof is required in an earthy colour palette with at least 50% coverage of the floor plan. The view from the street and by neighbours predominantly must be of a pitched roof, not a flat roof.
- 6.2.2. Flat roofs that are likely to be visible from an adjoining property are to be covered in stone and or other acceptable material except where roofs cover balconies.
- 6.2.3. All roofs colours are to be in earthy colour palette and a sample must be supplied to BAAC for approval. No brightly coloured roofs such as Green, Blue, Orange or bright Red will be allowed.
- 6.2.4. If waterproof treatment is visible it must be painted to match the walls and / or roof.
- 6.2.5. No thatch roofs are allowed. (Note existing allowed)

### **6.3. Secondary roofing elements, solar panels & aerals:**

- 6.3.1. Solar panels, solar geysers or heat exchangers must be discreetly positioned and must not be visible from any point at ground floor level or adjoining properties. BAAC must approve exceptions in writing.
- 6.3.2. BAAC must approve in writing vertical lighting conductors on poles.
- 6.3.3. TV antennae, satellite dishes, or any other reception devices may only be positioned discreetly on roofs, may not be visible from any point at ground floor level or from adjoining properties. BAAC must approve exceptions in writing.
- 6.3.4. Gutters are to be constructed in seamless aluminum or equivalent. Water down pipes should be concealed within the structure of the house. Gutters are to be painted to match the colour of the roof and if external down pipes are approved by BAAC, such external pipes must be painted to match the colour(s) of the external walls. BAAC must approve exceptions in writing.

### **6.4. External Walls:**

- 6.4.1. Clay bricks and SABS approved cement and stock bricks are to be plastered and painted.
- 6.4.2. All External walls should be plastered and painted in an earthy colour palette. A sample and colour must be submitted to BAAC for approval prior to application.
- 6.4.3. Smooth or textured walls, may have plinths and may be a combination of textures and colours.
- 6.4.4. Houses must be maintained and re-painted after 3-5 years, depending on the severity of the weather.
- 6.4.5. Face-brick is limited to 10% of all exterior walls and the brick type intended must be approved by BAAC. No face brick will be allowed in entranceways, or gatehouses, or street frontages.
- 6.4.6. BAAC must pre-approve in writing
  - Stone masonry
  - Smooth plaster; Tyrolean plaster; Bag washes.
  - Imitation stonework
  - Any other finishes

**6.5. Windows and doors:**

- 6.5.1. Expanding security doors and external burglar bars are not permitted.
- 6.5.2. Reflective glass must be limited in size and must not reflect sunlight onto a neighbour

**6.6. Decks:**

- 6.6.1. Decks on common areas are to be approved in writing by BAAC.

**6.7. Chimneys:**

- 6.7.1. Chimneys are allowed but may not exceed 1.2 m above the highest point from the roof (SANS 10400 / NBR approved maximum height), except where specific approvals have been given by BAAC.

**6.8. Pools, ponds, water features and Jacuzzis (pools):**

- 6.8.1. Pool filtration and heating systems are to be enclosed and or screened.
- 6.8.2. All pools are to be fenced and are to comply with the NHBRC safety regulations.
- 6.8.3. Swimming pools and swimming pool fencing to be shown on the Landscape Plan and must tie-in with the landscape proposal. A swimming pool shall be suitably fenced for safety, or a pool net shall be installed.
- 6.8.4. Gaps in fences and pool nets shall not contain any opening that will permit the passage of a 100mm diameter ball.
- 6.8.5. All gates in pool fencing are to be self-closing and are to have a childproof lock/closing mechanism and shall comply with SABS 1390.
- 6.8.6. No water features and / or ponds may be constructed on the common property without written approval by BAAC. Should approval be given then the owner shall undertake to maintain the pond and should the owner fail to do so, the BAAC reserves the right to do so and for the BAHOA to invoice the owner for such maintenance. Alternately BAAC may at its sole discretion fill in the water feature/pond and restore the area to its original form. This shall be for the account of the home owner.
- 6.8.7. Portable and or temporary swimming pools are not permitted.

- 6.8.8. Any existing dams, water features, berms and or planting on common areas are to be maintained and irrigated at all times. Should the owner fail to maintain, plant and irrigate these features and after having been given 30 days notice to this effect, then BAAC may remove the feature and restore the land to its original state, at the owners cost and BAHOA may levy a fine of R10,000.

#### **6.9. Garages and carports and other structures:**

- 6.9.1. Garages and outbuilding construction must complement the main structure with a common Architectural treatment.
- 6.9.2. Boats and caravans must be concealed inside garages.
- 6.9.3. Golf carts and domestic trailers may be stored on the property provided they are screened from view at street level.
- 6.9.4. Dog kennels are permitted, provided that they are screened from view at street level.

#### **6.10. Storm water and rainwater collection:**

- 6.10.1. Storm water collection is encouraged.
- 6.10.2. "JoJo" tanks or similar water storage tanks are to be positioned within the site, so as not to be visible from either the golf course or the main road and also must be contained and screened from any neighbours' view.
- 6.10.3. Only green or light brown tanks will be allowed. Positions must be approved by BAAC.
- 6.10.4. Underground tanks are encouraged.
- 6.10.5. Storm water disposal proposals must be approved by BAAC in writing.
- 6.10.6. The Architect must submit storm water treatment plans to BAAC for scrutiny and approval and these must include a site-specific storm water management plan. This plan must indicate the method of storm water control, both during and in the post construction periods. No storm water is to be discharged into any sewer drain, nor concentrated onto adjacent properties, but must be disposed of into a storm water drain. Where no storm water drain serves a specific site, a water feature or soak pit specifically designed to absorb the volume of storm water is required and is subject to written approval of Blair Atholl Infrastructure Committee.

- 6.10.7. A storm water channel, piped to discharge into a storm water drain, must be installed across the driveway at the site boundary to prevent any storm water run-off over the verge and entrance scoop.
- 6.10.8. Storm water discharge pipes may not discharge onto the golf course.

## **7. SERVICES.**

### **7.1. Electrical and plumbing:**

- 7.1.1. Electrical meters at the boundaries are to be integrated into the fencing and screened where possible and incorporated in the overall landscape design.
- 7.1.2. A minimum of two 100mm diameter PVC sleeves are to be laid under driveways and paths, constructed by owners across sidewalks for the purpose of accommodating any pipes and cables that may be laid in the sidewalks.

### **7.2. Dry Stack Walling:**

- 7.2.1. All dry stack walling is to be SABS approved "interlocking block" and should be the kind that can be planted in and must be maintained.
- 7.2.2. Foundations for such walls are not to encroach past the erf boundary line.
- 7.2.3. No dry stack walling is to be painted.
- 7.2.4. All dry stack walling must be approved in writing by BAAC.

### **7.3. Air conditioning units / plants and equipment:**

- 7.3.1. All air conditioning plants, units and equipment must be positioned out of sight of any boundary, alternatively screened in an appropriate manner approved by BAAC.
- 7.3.2. Wall mounted air conditioning units are permitted provided that they are mounted at ground level and screened from view at street level.
- 7.3.3. BAAC will give consideration to existing properties when positioning any such plant, i.e. the effect of noise, pollution, aesthetical appearance etc.
- 7.3.4. Window mounted air conditioning units are not permitted.

**7.4. Generators:**

- 7.4.1. Generators need to be positioned so as not to offend neighbours with noise level and the visual aesthetics and need to be screened off accordingly.
- 7.4.2. Only super silent generators will be allowed. The sound rating shall not exceed 70 decibels measured from a distance of 22 metres.

**7.5. Burglar Alarms:**

- 7.5.1. Burglar alarms are to be approved by the BAHOA security committee, and must be connected into the Estate's Central Monitoring System.
- 7.5.2. No sirens are permitted. Burglar alarms must be "silent", in order not to disturb the privacy of neighbours. Alarms linked to flashing lights, including house lights, are encouraged.

**7.6. Water meter application and procedures:**

- 7.6.1. On application by the owner and prior to building commencing, BAHOA will instruct an accredited plumber to install a SABS approved water meter. This water meter must be installed on site prior to any site hand over. This installation shall be at the owner's cost.
- 7.6.2. BAHOA will arrange for the water meters to be registered, read, and billed directly to the owner on a periodic basis.

**7.7. Communication Network:**

- 7.7.1. Blair Atholl has an in-house fibre-optic communication network providing data and voice protocols. The owner needs to arrange installation directly with the independent service provider.
- 7.7.2. Sleeves are to be provided from the site boundary to the communication connection point. These must be clearly indicated and specified on the building plans.

**7.8. Fire Protection:**

All houses must have portable fire extinguishers as per insurance specifications

**7.9. Jungle gyms, trampolines and tennis courts:**

- 7.9.1. Trampolines and jungle gyms may not be positioned on the common area, but must be within the stand

- 7.9.2. BAAC must pre-approve positions of proposed Tennis courts in writing.

#### **7.10. Erf Number and Street Address**

- 7.10.1. All sites must have an erf number displayed during pre-construction and construction.
- 7.10.2. All sites must display a street address number, which must be clearly visible and readable from the road.
- 7.10.3. The street address number must be installed on completion of the project and prior to occupation of the building.
- 7.10.4. All street numbers and signage details must be submitted to BAAC for approval prior to installation.
- 7.10.5. Once first occupation is handed over, the builder's boards and the temporary stand number must be removed from site.

#### **7.11. Lighting**

- 7.11.1. Exterior lighting of buildings and building elements is permitted on application to BAAC.
- 7.11.2. Soft white lighting is recommended.
- 7.11.3. BAAC is entitled to regulate the position and intensity of all external lighting.
- 7.11.4. Landscape lighting is encouraged and is to be indicated on the landscape proposal for scrutiny and approval by BAAC.

#### **7.12. Advertising**

- 7.12.1. No advertising signage is permitted on any erf, either during or after construction. This includes "For Sale" signs.

#### **7.13. Laundry Lines, drying yards and garbage areas:**

- 7.14. All washing lines, wind driers and laundry lines are to be positioned on each site in a manner such that they are not visible from any boundary.



7.15. Laundry drying areas and refuse storage areas must be enclosed with screen walls so that they may not be seen at street level and from adjoining buildings.

7.16. The position of yards and washing lines is to be clearly indicated on the drawings for scrutiny and approval by BAAC.

## **8. BUILDING OCCUPATION:**

### **8.1. Occupation certificate:**

8.1.1. No owner shall use any building or cause or permit any building to be used for a purpose other than the purpose shown on the approved plan and Zoning conditions as detailed above.

8.1.2. No change of usage of any room from that shown on the approved plan is permitted unless the Local Authority and BAAC approve such change of use is in writing.

8.1.3. No house shall be occupied prior to receiving approval from BAAC and an occupancy certificate issued by the local council.

## **9. BUILDING TIMELINES AND DEPOSITS.**

9.1. The owner of the property, within a period of 24 months from date of the transfer, or from 1 January 2016, shall start construction of a dwelling. (This condition has been suspended until further notice).

9.2. The house shall have a minimum floor area of 450 m<sup>2</sup>.

9.3. If the owner fails to construct a approved dwelling within the time line and specification, then the owner shall be obliged to pay to the BAHOA double the monthly levy applicable until the completion of building operations. This amount shall increase by 50% for each year that buildings have not been completed.

9.4. Building work must commence within 30 days from the date the site is handed over to the Building Contractor, and must be completed within 18 months.

9.5. The refundable deposit of R30,000 detailed in clause 5 above (Summary of the Design and Approval Process) shall be utilised by BAAC to "make good" the erf should building not be started or finished within the timelines.

9.6. Furthermore, this shall be used if the site is not cleaned and approved for occupation within 18 months as detailed above. It shall also be used for ongoing cleaning and fencing until occupation.

- 9.7. The refundable deposit shall be refunded less any amounts used by BAAC within 7 days of issuing of the occupancy certificate.

#### **10. APPOINTED CONTRACTORS PANEL:**

- 10.1. Building operations will be undertaken by one of the Builders on the recommended Appointed Builder's panel, which is determined by the BAHOA and BAAC and updated from time to time.
- 10.2. The current list of recommended builders is shown on Annexure 1

#### **11. RENOVATIONS, EXTENSION and SMALL WORKS:**

- 11.1. A renovation is defined as when building operations take 6 months or longer to complete. The rules, conditions and guidelines herein apply to renovations, save that the non-refundable fee in this case is R6,000 and the refundable deposit is R15,000.
- 11.2. An extension is defined where building operations will take more than 2 months, but less than 6 full months to complete. The rules, conditions and guidelines herein apply to extensions save that the non-refundable fee in this case is R4,000 and the refundable deposit shall be R5,000
- 11.3. Small works are defined as building operations that will take less than 2 full months to complete. The rules, conditions and guidelines herein apply to small works save that the non-refundable fee in this case is R2,000 and the refundable deposit is R5,000.

#### **12. UNINHABITED HOUSES AND/OR UNFINISHED CONSTRUCTION:**

- 12.1. No house shall be uninhabited for more than 30 days. Should this occur then the owner is obliged to pay to the BAHOA double the monthly levy then applicable, until the house becomes occupied. This amount shall increase by 50% for each year that the house has not been occupied.
- 12.2. Any house left partially completed for more than 30 days, other than during annual building holidays, shall forfeit the deposit detailed in clause 9 above. These funds shall be used by BAAC to fence, make good and clean the stand until building operations recommence. In addition the owner shall be obliged to pay to the BAHOA double the monthly levy then applicable until the

completion of building operations. This amount shall increase by 50% for each year until buildings are completed.

### **13. RENTAL:**

- 13.1. No house may be rented out without the written permission of BAHOA.
- 13.2. Prospective tenants need to be security cleared by BAHOA in writing, prior to occupation and prior to any lease being agreed with the parties.
- 13.3. The owner shall remain responsible for paying BAHOA levies and water consumption costs, regardless of the terms and conditions of the lease.
- 13.4. The owner shall be responsible to ensure that the garden, including the berm, is planted, irrigated and kept neat and tidy and clean at all times.

## **14. LANDSCAPING DESIGN ELEMENTS**

### **14.1. INTRODUCTION**

- 14.1.1. BAAC encourages landscaping of common areas adjoining the erf.
- 14.1.2. The introduction of a landscaped garden and associated landscape elements (both soft and hard) is to blend in with the natural indigenous environment, rather than "compete" with its context. The use of natural materials is encouraged, as is the eradication of foreign plant material in favour of flora and fauna indigenous to the region.
- 14.1.3. An important aspect of the Blair Atholl Estate development is the creation of a distinctive, unifying and harmonious natural environment and one that accommodates both human and natural systems to their mutual benefit. The preservation of native indigenous vegetation and the promotion of its use in private areas is a worthy objective and will contribute greatly to ecological diversity and sustainability.
- 14.1.4. The combined area of residential landscaping will play a major role in absorbing the visual impact of housing development and the bio-diversity inherent in this residential Estate. While there will be diversity in the smaller scale detail of individual gardens, the goal is to extend the framework planting of the central boulevard and other sidewalks to the private gardens as well. This is achieved mainly through the choice of trees and planting of larger shrubs.
- 14.1.5. Residents are strongly encouraged to make use of (local) indigenous plants in their private gardens as far as is practical and to select plants

from the recommended plant list. However, this does not preclude their use in a more formal manner, where a design theme dictates.

- 14.1.6. The main reason for using local plants is their role in providing habitat and food for local birds, insects and small mammals, etc. as well as their drought resistance and general hardiness.
- 14.1.7. The general landscaping philosophy is one of controlled landscaped areas within the site, which are integral with the design and immediately adjacent to the built structure. It proposes the "blurring" of property boundaries and encourages the infusion of the natural vegetation (plant or grassland) to sites adjoining the golf course.
- 14.1.8. Angle of Repose - Banks at natural repose are preferred to retaining structures, thus obviating the need for balustrades and / or fences. Planting must be implemented immediately on completion of the wall to soften hard lines as per the planting palette.

#### **14.2. LANDSCAPING CONDITIONS**

- 14.2.1. Landscaping may not proceed without the written approval and consent of the BAAC.
- 14.2.2. Landscaping Contractors must be approved by BAAC in writing.
- 14.2.3. The sidewalk landscaping in the Estate shall conform to the Landscaping Master Plan. An owner must obtain written consent from BAAC prior to the establishment of any landscaping on the sidewalk adjacent to his erf and thereafter the planting must be carried out in terms of the conditions of such approval.
- 14.2.4. Owners are required to landscape the sidewalk and islands adjacent to their erf and to irrigate those areas.
- 14.2.5. All architectural plan submissions must be accompanied by a Landscape proposal.
- 14.2.6. Landscape proposals must comply with the Blair Atholl Estate's overall Landscaping Protocol.
- 14.2.7. Basic landscaping, installation of irrigation and planting is to be completed within 60 days of occupation of the property and is to be laid out strictly in accordance with the approved Landscape Plan.
- 14.2.8. On acceptance of the "established" garden, the owner is responsible ongoing maintenance.

- 14.2.9. No trees (large and small) and indigenous vegetation may be removed from any erf, without prior approval in writing from the BAAC, following written application by the owner.
- 14.2.10. BAAC will be entitled to determine that an owner maintains the sidewalk adjacent to his erf to the standard as determined from time to time.
- 14.2.11. No Kikuyu (*Pennisetum clandestinum*) lawns may be established by residents on the Estate.
- 14.2.12. Fairway frontage landscaping must conform strictly to BAAC rules as amended from time to time.
- 14.2.13. Landscaping of common areas is encouraged, however once completed the owner must maintain and irrigate the area. **Owners may not fence common areas.**
- 14.2.14. If a berm is built, then the owner shall have the responsibility to clean, plant and irrigate all sides of the berm. Should the owner fail to maintain, plant and irrigate the berm on both sides, after having been given 30 days notice to this effect, then BAAC will remove the berm at the owners cost and BAHOA will levy a fine of R10,000.
- 14.2.15. Owners shall be responsible for controlling invasive garden species and the prevention of these spreading into common areas. The BAHOA and BAAC will be entitled to recover any costs with regard to the rectification of such non-compliance.
- 14.2.16. Owners shall be responsible for maintaining their gardens, keeping them free of weeds, mowing lawns regularly and keeping the garden clean and tidy at all times. Should the owner fail to maintain their garden and after having been given 30 days notice to this effect then BAAC shall rectify as necessary at the owners cost and BAHOA will levy a fine of R10,000.

## **15. GENERAL:**

- 15.1. These building and landscaping Rules, Conditions and Guidelines are to be read in conjunction with the Constitution of the BAHOA, including any amendments thereto.
- 15.2. Even if an owner may have complied with these guidelines, the BAHOA and BAAC will have the absolute discretion to reject any plans that, in their sole discretion, do not embody the spirit of what is intended for the environment in Blair Atholl.

- 15.3. BAHOA and BAAC, in their absolute discretion, will be entitled, but not obliged, to waive any of these guidelines, but any waiver granted does not constitute a precedent, which shall then automatically be applicable to any other owner(s).
- 15.4. BAHOA and BAAC shall be entitled, in their absolute discretion, to amend these guidelines from time to time and the latest guideline published shall apply to all homeowners whether or not their house is built.
- 15.5. Should any disputes arise relating to the application or implementation of these guidelines, the BAHOA and BAAC's decision shall be final and binding on the parties concerned.
- 15.6. No rubble, garden refuse, building materials etc. may be stored on or near any road and or common area and or neighboring stand and must be kept out of sight from the road and neighbours. Garden refuse may only be left on the sidewalk on the day of collection. Failure to adhere to this may result in a R5,000 penalty.
- 15.7 No statues, no water features (other than those created from water cascading over natural rocks), no clay, wood or metal sculptures, or any of the foregoing exceeding 1 meter in height, may be installed in any garden or portion of the property where it is visible from the road or visible by a neighbour, without prior written permission from BAAC. The BAHOA reserves the right to remove such offending features at the owners cost, should the owner decline to do so and levy a fine.
- 15.8 All Home Owners are obliged to have one set of "As built" plans stamped by the council deposited with BAAC. Clearance certificates in the case of a sale can not be given without this.

## **16. OBLIGATIONS OF THE SELLER AND PURCHASER**

### **16.1. Homeowner's Association**

The Purchaser/Owner acknowledges that he/she is required, upon registration of the erf into his/her name, to become a member of the Blair Atholl Homeowners Association and agrees to do so subject to the Memorandum and Articles of Association and Constitution of the Blair Atholl Homeowners Association.

### **16.2. Conditions of Title**

The Seller shall be entitled to procure that in addition to all other conditions of title and or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the erf:

- 16.2.1. Every owner of an erf or any subdivision thereof or any interest therein or any unit thereon, shall become and shall remain a member of Blair Atholl Homeowners Association and be subject to its Memorandum and Articles of Association and the Constitution of the Blair Atholl Homeowners Association, until such owner ceases to be an owner of the aforesaid.
- 16.2.2. Neither the erf, nor any subdivision thereof, nor any interest therein, nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of BAHOA of its Memorandum and Articles of Association and Constitution and obligation to become a member of the Blair Atholl Homeowners Association.
- 16.2.3. The owner of the erf, or any subdivision thereof, or any interest therein, or any unit thereon, shall not be entitled to transfer same without a clearance certificate from the Homeowners Association that the provisions of the Memorandum and Articles of Association and Constitution of the Homeowners Association have been complied with.
- 16.2.4. The term "Homeowners Association" throughout in the aforesaid conditions of Title shall mean the Blair Atholl Homeowners Association (an incorporated Association not for gain, incorporating its Constitution).
- 16.2.5. In the event of the Registrar of Deeds requiring the amendment of any of the aforesaid conditions in any manner in order to affect registration of the erf, the purchaser hereby agrees to such amendment.
- 16.2.6. The Purchaser acknowledges that he is aware that he is required upon registration of the erf into his name, to become a member of the Blair Atholl Homeowners Association, shall be entitled to use the facilities and undertakes to abide by the Constitution, rules and regulations of the Club. The Purchaser specifically acknowledges that he will remain a member, until the erf is transferred out of his name. The Purchaser may not opt to resign such membership during this period.
- 16.2.7. The Purchaser acknowledges he or she does not automatically become a member of the Blair Atholl Golf Club and/or the Blair Atholl Equestrian Club, or any further autonomous sub sections of the Estate but he/she may apply for membership to the Blair Atholl Golf Club and/or the Blair Atholl Equestrian Club or such other sub sections in the normal manner as prescribed by the Constitutions of such bodies.

- 16.2.8. The Purchaser hereby acknowledges that he has been made aware that the upkeep, maintenance and capital replacement of facilities of the Blair Atholl Home Owners Association, will form part of the annual levy, payable to the Blair Atholl Homeowners Association.

**16.3. Building Operations**

- 16.3.1. The Owner/Purchaser acknowledges that the township and its extensions are not fully developed and that building operations will take place upon adjacent or neighbouring erven and thereby, that the said building operations may cause the Purchaser certain inconvenience.
- 16.3.2. The Purchaser agrees that he shall have no claim against the Blair Atholl Homeowners Association, the Seller or against any relevant builder arising out of such building operations or inconvenience.

**16.4. Other Terms and/or Conditions**

- 16.4.1. The Purchaser acknowledges that he has been given a copy of the Blair Atholl Constitution and Community Participation Manual and agrees to abide by the rules and regulations thereof.
- 16.4.2. The Purchaser further acknowledges hereby that he has been given a copy of these Architectural Rules, Conditions and Guidelines and agrees to abide therewith.

**16.5. NOTICES**

- 16.5.1. Notices are sent by E-mail to the address nominated below are deemed to be received. E-mail notices to BAAC are to be addressed to [baac@blairatholl.co.za](mailto:baac@blairatholl.co.za)
- 16.5.2. Owners are responsible for updating their E-mail address on file with BAHOA and BAAC

**SIGNED by the PURCHASER at:** \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_



Name: \_\_\_\_\_

Signature: \_\_\_\_\_

AS WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED by the SELLER at:** \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

AS WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

**Declaration by Owner and Architect**

I /we \_\_\_\_\_ being the owners of erf \_\_\_\_\_ hereby confirm that we have read and agree to the terms of the BLAIR ATHOLL ARCHITECTURAL and Landscape RULES, CONDITIONS AND GUIDELINES including Conditions of Use. We specifically agree that any penalty proposed is fair and reasonable.

Signed at \_\_\_\_\_ on day of \_\_\_\_\_ 20

Owner

Name and address for receiving notices.

Witness

I, as the Architect who has drawn the plans for the house to be erected on erf \_\_\_\_\_ hereby confirm that the design complies with the BLAIR ATHOLL ARCHITECTURAL and LANDSCAPE RULES, CONDITIONS AND GUIDELINES including Conditions of Use, save for the deviations in any separate letter or Annexure attached below.

Signed at \_\_\_\_\_ on day of \_\_\_\_\_ 20

Architect.

Signature;

Full name and address.

Witness



**Annexure**