



Architectural Policies

Appendix 1

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**Kilimanjaro Golf Development Limited
Kilimanjaro Golf and Wildlife Estate
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1. INTRODUCTION

The purpose of these guidelines is to ensure that all the structures on the Kilimanjaro Golf and Wildlife Estate Development attain and maintain an agreed standard and set of aesthetic characteristics. After consideration Kilimanjaro Golf Development Limited ("the company") has determined upon these characteristics:

- 1.1 Because it is deemed necessary that the developments have an overall and definable character.
- 1.2 That this character should be, to the greatest extent possible, clearly defined and made evident to all homeowners and potential homeowners.
- 1.3 That it be understood that without such a clearly defined and managed character it would be impossible to maintain and preserve the value of the development as a whole.
- 1.4 That the value of the property and buildings of individual homeowners would depend on the definition and maintenance of the aesthetic characteristics.
- 1.5 That it is in the common interest of all Homeowners that the aesthetic characteristics should be maintained.
- 1.6 That it would be the duty of the Board to establish a fair and open process by which Homeowners can be guided in the interpretation of these aesthetic characteristics.
- 1.7 That these Architectural Policies lay out that fair and open process.
- 1.8 That where detailed guidelines are not available the Board will be guiding by this Aesthetic Vision statement:

AESTHETIC VISION:

All building and construction on Kilimanjaro Golf and Wildlife Estate will be carried out with a view and understanding that Common Views and the General Appearance are of benefit to all and that all building and construction will show natural colors, have good proportions, not endeavor to be eye catching but rather blend into the landscape in the most natural manner feasible in the circumstances and in accordance with these Architectural Policies.

These guidelines form an integral part of this Agreement and are legally binding.

2 REGULATIONS

- 2.1 In these Regulations, unless the context otherwise requires, reference to:
 - 2.1.1 Words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;
 - 2.1.2 Clauses, Sub-clauses, Conditions and Sections shall be construed as references to clauses and sub-clauses, Conditions and Sections of these Regulations;
 - 2.1.3 The expression "Land Owner" and "Home Owner" shall include any legal or natural person, partnership, trust, company, joint venture, agency, government or local authority department or other body (whether incorporated or unincorporated);
 - 2.1.4 Indemnifying any person against any circumstances include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of which would not have arisen but for that circumstance.

- 2.2 Headings to Sections are for convenience only and shall not affect the construction or interpretation of these Regulations;
- 2.3 In these Regulations any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof;
- 2.4 Architectural policy and construction matters on the development are controlled by the building committee. The building committee shall have the right to review and amend these regulations from time to time and shall notify any changes to the home owner, and in this regard the decision of the building committee shall be final.

3. DESIGN

The building committee has commissioned 12 house designs and these are available free of charge. Detailed structural drawings are available at a fee from Kiligolf. However, any fee for modification will be for the account of the purchaser/lessee by direct negotiation with their architect.

These designs embody the architectural principles which the company wishes to apply to the estate, in the interest of ensuring a built environment that harmonizes with the surrounding landscape. However for the sake of clarity the following absolute principles shall apply:

- 3.1 Main house together with auxiliary houses (forming part of the footprints) shall be contained within the disturbance area, i.e. ground and mezzanine area cannot exceed 800 SQM;
- 3.2 The disturbance area within the Golf Estate and Wildlife Estate will be +/-26 meters by +/-31 meters as stipulated on the plot passport and is to include all construction except for the exclusions allowed in paragraph 3.3. The exact position of the disturbance area has been determined to ensure each plot will enjoy best possible views taking into consideration the equitable need to satisfy all the plot holders. Staff quarters, garages, outhouses or swimming pools built with these houses must all be within the disturbance area;
- 3.3 Septic tanks and mechanical bio-digesters are the only exceptions to the above. These must be built underground and the top slab and manhole lids covered with a minimum of 200mm top-soil (returning the ground to its original level). These can be built outside the disturbance area but must be within the owners' boundary;
- 3.4 Any planting outside the disturbance area must be approved by the Green Keeper;
- 3.5 Homeowners are allowed to cultivate and plant a maximum of 200SQM of grass (lawn) within the disturbance area;
- 3.6 No perimeter or boundary walls/fences are permitted in non disturbance area however a walled garden or courtyard is allowed within the disturbance area (subject to Building Committee approval);
- 3.7 The height of the building must conform to the plot passport as per clause 6.7. No part of the building may exceed 7 meters for single storey houses and 9.7 meters for double storey houses from existing ground level from an allocated point;
- 3.8 Construction of any type must conform to the plot passport as per clause 6.7. No construction of any type may take place within 10 meters from the boundary. In cases of the fairway facing plots, the front of the plot (i.e. the side facing the fairway), construction shall not take place within 20meters from the boundary for single storey houses plus roof and 30 meters for double storey houses plus roof.
- 3.9 Staff accommodations, washing lines and kitchen areas should not be visible from the roads, adjoining properties or golf course;



- 3.10 Awnings, TV aerials, satellites dishes, solar panels and other such items, if used, should as far as possible be incorporated into the buildings and form part of the basic structure;
- 3.11 Mechanical equipment, such as air conditioners, generators, pool pump etc, must be designed into the buildings and adequately silenced/enclosed/screened. The noise produced by any mechanical equipment must not exceed 68 Db at the boundary of the plot;
- 3.12 Drainage from private buildings and private infrastructure cannot be drained directly into the KGDL systems.

4. SERVICES TO THE PLOT

Kilimanjaro Golf Development shall provide:-

- i. Access road to the plot
- ii. Electrical and water connection points to the disturbance area
- iii. Maintenance of the "non disturbance area" i.e. The company will be responsible for maintaining and trimming all areas outside the disturbance area.

5. LANDSCAPING AND GARDEN GUIDELINES

5.1 Landscaping

The company has carried out detailed research into the type of planting that is appropriate for this area, as a result of this research it is necessary to ban all non-indigenous varieties of trees and shrubs. So for the avoidance of doubt only trees and shrubs indigenous to the area are allowed. Landscaping experts are unanimous on the definition of "indigenous" in this context and if in doubt an experts should be consulted. In case of difficulty the company can recommend a suitably qualified expert. This is in the interest of protecting the existing trees and shrubs on the estate and maintaining its natural appearance, as well as offering protection from varieties that are invasive, pollutants, use excessive water or light or grow so tall as to obstruct the views of neighbors.

5.2 Lighting

External lighting must be positioned with care not to impact on surrounding properties and must be of a natural colour. Floodlights may not be used where these shine directly towards other houses and may not exceed 150w.

6. APPROVAL PROCESS

6.1 INTRODUCTION

The approval procedure of house designs and drawing requirements for plot owners has been prepared for purposes of maintaining the proposed aesthetic characteristics for the total housing development on the Kiligolf Estate.

6.1.1 There are (3) three types of house approvals;

- i) The twelve (12) designs in the exact provided form (phase 3 is applicable)¹
- ii) The twelve (12) designs with external modifications (phase 2 and 3 are applicable)²
- iii) New designs but following the basic proposed ideas (phase 1, 2 and 3 are applicable)³;

6.1.2 Internal changes may be made to the basic designs

¹ See clause 6.3.3

² See clauses 6.3.2 & 6.3.3

³ See clauses 6.3.1 up to 6.3.3



- 6.2 Homeowners shall receive official approval from the Building Committee ("BC") before commencement of building in any of the cases mentioned under Clause 6.1.1. Note: The BC points out that 6.1.1(i) is the fastest procedure.
- 6.3 Homeowners shall be required to make payments of the sum of United States Dollars Three Hundred and Fifty only (USD 350) to the BC for the approval procedure prior to the sitting. The said amount shall be non refundable.
- 6.4 PHASES
The under mentioned step by step phases are introduced to keep the cost low for plot owners so that they know that the proposed design will fit correctly within the architectural policies of KGDL. Homeowners will get approvals in phases for the proposed designs/changes. The drawings must always be submitted with a date and the BC must always have the latest/most updated drawings from the plot owner. The drawings have to be of the same tenor. The more detailed the drawings submitted are, the quicker and easier it is for the BC to judge and to get approval for the next step.

The approval process shall be done in phases as follows;

- 6.4.1 PHASE I – SKETCH DESIGN (COMPLETE NEW DESIGNS)
- 6.4.1.1 Upon the Homeowner selecting a house design as per Clause 6.1.1, they will be required to make a sketch design (submitted with a date) and submit the same in digital form (pdf) to the BC for approval before proceeding further. This is to ensure that the architectural design and choice conforms to the Architectural Policies of KGDL.
- 6.4.1.2 The sketch design shall consist of the following information;
- i) Plot and plot tree drawing [1:500] and number in relation to neighbor plots, north/south direction
 - ii) Principal Floor Plans [1:200/1:100]
 - iii) Principal elevations [1:200/1:100]
 - iv) Principal Sections [1:200/1:100]
- 6.4.1.3 The BC shall approve/disapprove the sketch design within a period of two weeks from the date of receipt of the sketch design from the Homeowner. The Secretary, on behalf of the Chairman of the BC shall inform the Homeowner of the decision made via email or in any other written form that may be convenient to both parties.
- 6.4.1.4 In the case that a sketch design has been approved by the BC, the Homeowner will receive a written approval and a dated stamp and may proceed immediately with Phase II, the preliminary design.
- 6.4.1.5 In the case that the sketch design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the BC for further approval. The BC will give a go ahead to the Homeowner on whether to move onto Phase II.
- 6.4.2 PHASE II – PRELIMINARY DESIGN (COMPLETE NEW DESIGNS OR MODIFIED/CHANGED BASIC DESIGNS)
- 6.4.2.1 The Homeowner shall get his/her architect to make a preliminary design [submitted with a date] and submit the same in digital form (pdf) to the Secretary of the BC for approval.
- 6.4.2.2 The Preliminary Design shall consist of the following information;
- i) Plot and plot tree drawing [1:500] and number in relation to neighbour plots, beacon information, preliminary house borders, plot division, house entrance, main entrance and access roads, North/South direction, preliminary measurements.

- ii) Floor Plans [1:200/1:100], global division and room names, preliminary measurements.
 - iii) All elevations [1:200/1:100] and at least two (2) principal sections [1:200/1:100], global indication of division, preliminary measurements.
 - iv) Eventually some 3D sketches (not obliged in this phase)
 - v) Ideas and description of all materials to use, finishings and colors, if possible already supported with materials (pictures, samples) e.t.c
- 6.4.2.3 The BC shall approve/disapprove the preliminary design within a period of two weeks from the date of receipt of the same from the Homeowner/Architect.
- 6.4.2.4 In the case that a preliminary design has been approved by the BC, the Homeowner will receive a written approval and a dated stamp and may proceed immediately with Phase III, the Final design.
- 6.4.2.5 In the case that the preliminary design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner/Architect on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the building committee for further approval. The BC will give a go ahead to the Homeowner on whether to move onto Phase III.
- 6.4.3 PHASE III – FINAL DESIGN (COMPLETE NEW DESIGNS OR ONE OF THE BASIC DESIGNS)
The final design (submitted with a date) shall be submitted to the Secretary of the BC in digital form (pdf format and in dwg-file).
- 6.4.3.1 The final design shall consist of the following final information;
- i) Plot and plot tree drawing [1:500] and number in relation to neighbor plots, beacon information, final house borders, final plot division, house entrance, main entrance and access roads, North/South direction, final measurements.
 - ii) Floor Plans (including foundation) [1:200/1:100], final room division, final measurements.
 - iii) All elevations [1:200/1:100] and at least three-four (3/4) final sections with final measurements [1:200/1:100]
 - iv) Some final 3D sketches (helpful but not mandatory)
 - v) Integration of the construction parts
 - vi) Integration of the technical installation parts (also: integrated in the plot drawing)
 - vii) Basic principal of details [1.5] as far as relevant for the global visualization
 - viii) Description of all materials to use, finishes and colors, if possible with examples, pictures and material samples etc
 - ix) Building commencement date
- 6.4.3.2 The BC will approve/disapprove within a period of two weeks from the date of receipt of the final design from the Homeowner/Architect.
- 6.4.3.3 In the case that a final design has been approved, the Homeowner will receive a written approval and a dated stamp from the BC.
- 6.4.3.4 In the case that the final design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner/Architect on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the BC for further approval.
- 6.4.3.5 Upon approval in this Phase, the BC may require further information from the Homeowner/Architect concerning the design/building and the Homeowner/Architect will be required to cooperate fully. If everything is to the satisfaction of the BC the Homeowner and his/her Architect and Contractor shall be required to fill and sign Forms of Acceptance and Compliance marked

Annexure A and Annexure B in these policies and to provide copies of the signed forms to the BC representative as shall be appointed. The Homeowner will thereafter be given an official go ahead in writing by the BC to commence building.

- 6.4.3.6 The BC shall be notified of any changes to the design, material, color etc during the construction process and the Homeowner shall receive a written approval for these changes before proceeding further with the construction.
- 6.4.3.7 Should the Homeowner want to adjust adjoining buildings in a later phase, the adjoining buildings must be one integrated part of the main building. The procedure to get the building permission for these adjoining buildings shall be the same as provided under Clause 6.
- 6.5 **Material & Colour Palette**
For the material and colour palette, refer to the attached document marked "Annexure D". Plot owners are able to make a choice from this matrix. Please note that the colour palette is compiled carefully and no alterations are acceptable.
- 6.6 **Level of the top of the surface ground floor**
For contoured/undulating plot applications, the BC will, in cooperation with the plot owner and/or the architect, propose the measurement of the level of the top of the ground floor in relation to the surface of the plot. On rather "flat" plots this measurement will be a maximum of 50cm above the surface at the entrance side of the house.
- 6.7 **Plot Passport**
The Plot passport is marked Annexure "E" (example). Every plot owner has to measure typical trees on the plots and give attention to the value of special trees. The BC is in the position to mark valuable trees which will not be allowed to be removed. Besides the plot drawing, also a drawing of the special trees must be submitted. The aspiration of the BC is: For every removed tree, the plot owner must plant a new tree on the plot or if not possible, somewhere else on the estate. Only indigenous trees for replanting are allowed.
- 6.8 **Drawing Rules**
All drawings to be submitted to the BC shall consist of the following (in the right under corner of the drawing);
- i) The name of the Plot Owner, address, telephone number, email address
 - ii) Project name
 - iii) Plot number
 - iv) The subject of the drawing
 - v) The architect's name, address, telephone number, email address
 - vi) The scale(s)
 - vii) Drawing number, date of issue and/or date of (latest) change
 - viii) Scale bar for enlarge/reduce drawing scale for internal use
- 6.9 **Revision/Drawings**
After approval of commencement of building and realization, the Home owner shall provide the revision drawing of the design to the BC. The plot drawings need to be delivered in both "dwg-file" and "pdf-formats".
- 6.10 Upon the BC having granted its approval as stated herein above, the homeowner shall, prior to commencement of the construction of the Building, obtain planning approval from the local authority.
- 6.11 The building process (once commenced) may not exceed 18 months;
- 6.12 The Building Committee may grant permission to commence construction on the Plot on any other terms and conditions as it may deem fit. In the event the BC has imposed terms and conditions, then the construction shall not commence until such terms and conditions are satisfied.

- 6.13 When a Home Owner undertakes the construction of their buildings (without using a contractor) they will be required to comply with conditions set out in these policies and to follow all provision of the Contractor's Rules and Regulations.
- 6.14 In the event there is any breach of these regulations during the time of construction of the Building, the BC may impose such other conditions as it may deem necessary having regard to the nature of the breach or the BC may also revoke the permission previously granted.
- 6.15 For avoidance of doubt, works requiring permission at any time are:-
- i) Demolition of existing buildings
 - ii) Underground construction: drains, water pipes, electricity, telephone conduits or any other underground work
 - iii) Painting and repair of external facades if different from original
 - iv) Awnings, projecting roofs and trellises
 - v) Garages and carports
 - vi) Construction of pergolas and bomas/lapas
 - vii) Swimming pools, temporary reservoirs and water storage tanks
 - viii) Walls, gates
 - ix) Any landscape construction
 - x) Excavation and earth moving relating to any work

Any Owner intending to carry out one or more of the above works must obtain written approval from the building committee. Therefore no works may be executed without prior formal approval from this body.

7. BREACH OF REGULATIONS

Any breach of these regulations will be dealt with by the Building Committee in such manner as it may, in its sole discretion, deem fit and necessary. Any exceptions made in specific circumstances shall apply to that instance only and shall not be construed as an amendment to these regulations or a precedent.

8. FAILURE TO COMPLY

- 8.1 If any of these regulations are not adhered to the Building Committee reserves the right to take whatever steps they consider appropriate including, but not limited to:
- 1) Requesting the offending party to remedy the situation forthwith;
 - 2) Rectifying the situation and recovering any related costs from the Homeowner or Contractor;
 - 3) Imposing any fine or penalty they consider appropriate in the circumstances;
 - 4) Refusing access to any person, contractor, company or group, for such period or permanently as they deem appropriate;
 - 5) Suspension of all construction activity on the Plot;
 - 6) In the event of non-payment of any fine, the sum will be registered as a charge against the property and the owner shall raise no objection.

8.2 Maximum Building Period

If the Land Owner does not comply with the maximum building period rule, (once building has started) of eighteen months, a further one month grace period will be given to allow the Land Owner to forward a proposal on how to remedy the breach.



**ANNEXURE A
FORM OF ACCEPTANCE**

PLOT NUMBER _____

Anticipated construction Start ___/___/___ Finish ___/___/___

Homeowner details

Registered Owner: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (____) _____ Fax: (____) _____

Cell: _____ E-mail _____

Primary Contractor

Name: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (____) _____ Fax: (____) _____

Cell: _____ E-mail _____

Project Manager / Architect

Name: _____

Function: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (____) _____ Fax: (____) _____

Cell: _____ E-mail _____

Supply Route for Building materials – As per attached Map

The Architectural Policy relating to homes on Kilimanjaro Golf and Wildlife Estate has been read and understood. The Homeowner and Contractor hereby accept and undertake to comply with these regulations at all times.

For Homeowner

For Main Contractor

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**ANNEXURE B
FORM OF COMPLIANCE**

Please read the following important requirements to ensure that the relationship between KGDL and the contractor is understood. This form is to be read together with Appendix 2 and 3.

ID CARD

All workers and sub-contractor workers will be required to have an ID card in their possession at all times while on the development. These cards need to be purchased from the company at cost.

SIGN IN

Contractors will be required on a daily basis to sign in and out at the gate identified by the Building Committee from time to time. The guard will do a headcount of workers coming in and going out and should the counts differ then suspicious parties may be detained and/or denied the right to exit.

SEARCHING OF VEHICLES AND WORKERS

KGDL reserves the right to search each and every vehicle and worker on a daily basis and we expect full cooperation in this matter. Any abuse to property and employees will not be tolerated.

SECURITY

Any additional security required by contractors for materials on site will have to be approved by KGWE Security Manager.

OVERNIGHT STAY

Under no circumstances are contractors or contractor's employees allowed to stay overnight on the Development. Any exception to this rule will result in access onto the Development being denied immediately.

SHADE NETTING

The contractor is required to erect shade netting prior to commencement of building or any materials being delivered. A screen consisting of green shade netting, with a minimum height of 1.5 meters from ground level and a density of at least 80% must be set up around the Plot with only one opening not wider than 6 meters.

TOILET FACILITIES

At least one portable toilet must be provided on the plot during construction; it must be positioned within the plot and be screened so as to minimize any inconvenience to surrounding plots.

WORKERS WITHOUT ID

Any workers found on the Development without ID will be removed from the Development. If the workers are identified as one of the Contractor's employees then a fine of TShs 20,000 will be imposed.

BUILDING COMMITTEES DISCRETION

In the event there is any breach of these rules the Building Committee will take such steps as it deems necessary to rectify the breach and charge the contractor such reasonable costs as may be necessary to rectify the breach.

We hereby accept that the rules are necessary for the organization and security on the property for the benefit of all.

Kilimanjaro Golf and Wildlife Estate

Main Contractor

Date.....

Plot No.....



**ANNEXURE C
WATER SERVICE CONNECTION**

In accordance with the Sales Agreement date () between KGDL and () the buyer, we we (owner of the plot) do hereby request for water services connection:

Plot owner (name): Plot No:

Date of Connection: Meter reading (at installation):

Meter No: Make / Model:

The RATES applicable shall be as follows:

Connection Fee: TSH (TBC) Consumption fees: TSH (TBC) per cubic meter, plus VAT (currently).

Any unauthorized use of water, due to loss of meter and / or tampering of water supply lines, will attract a 'bulk surcharge' of 500 cubic meters per month, billed at the above mentioned rate (revisable).

The Building committee reserves the right to amend the rates from time to time, as deemed necessary.

The registered Home Owner will be 'invoiced' at the end of every month and the bill is payable within 21 days from date of invoice.

The Meter will be installed upon payment of the connection fee.

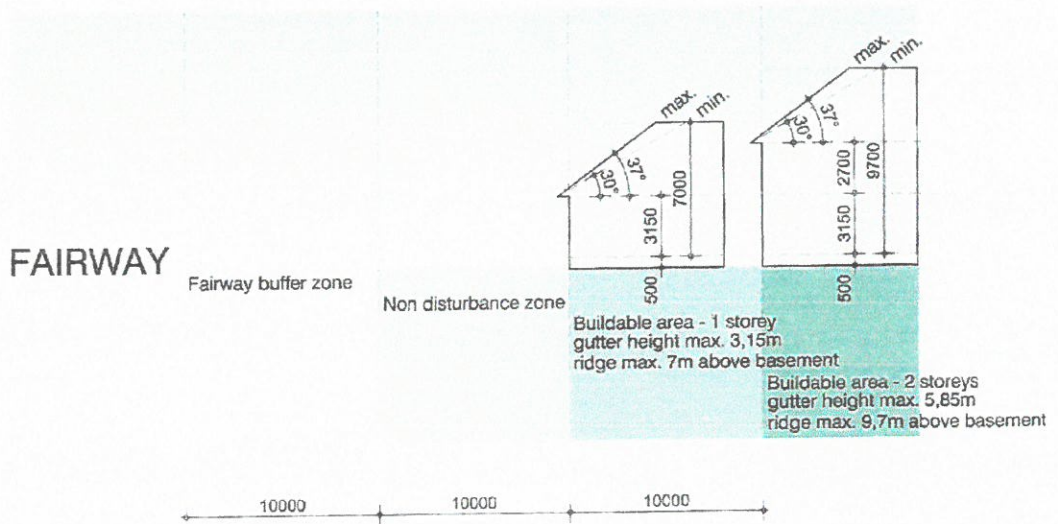
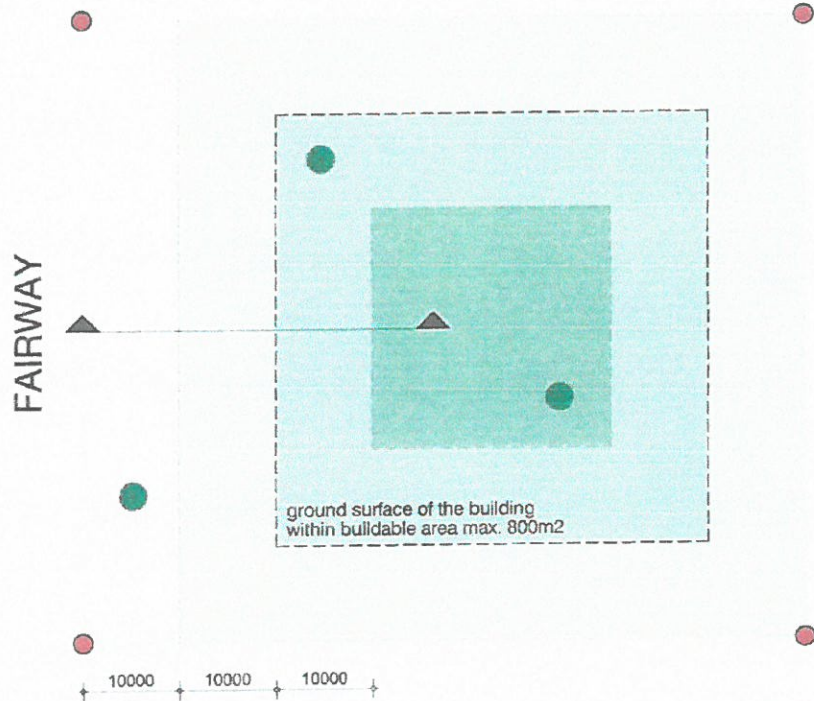
Signed, by the Building committee, Signed, Plot Owner,

NAME: NAME:

Date: Date:

[Please be advised that this water has been filtered and chlorinated and may not be suitable for cooking and drinking]

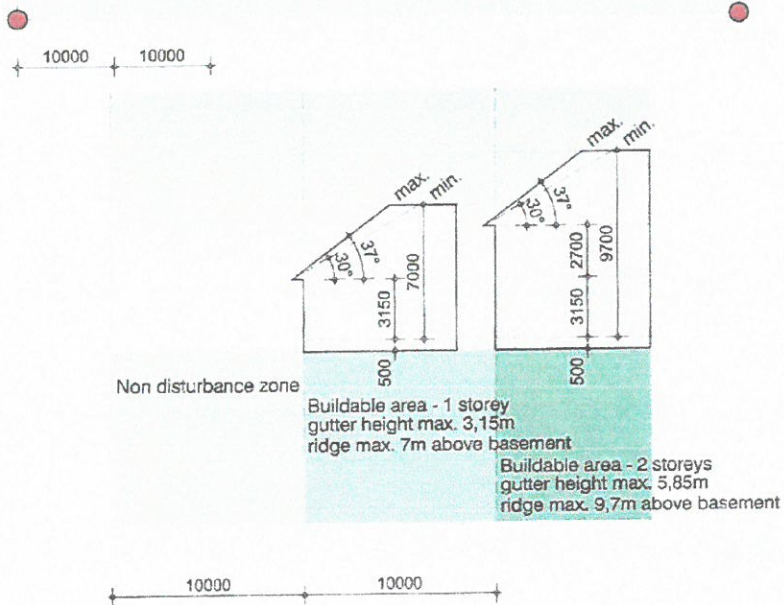
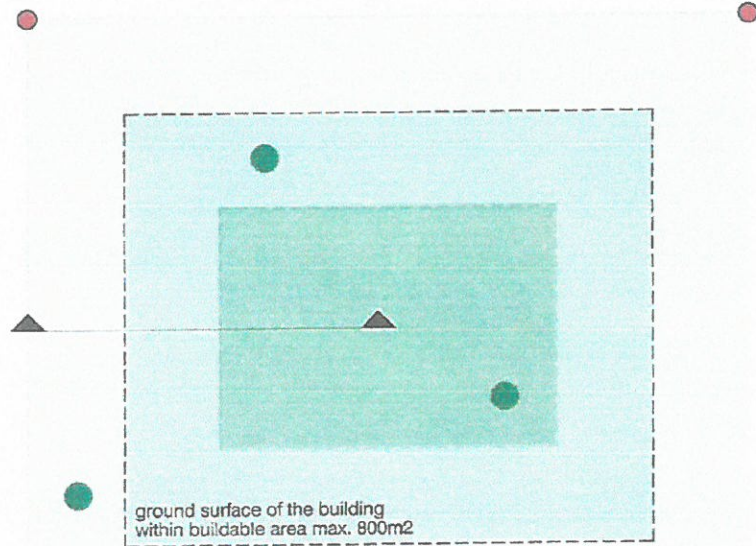
PLOTPASSPORT a



- Beacon
- Valued and protected tree
- Fairway buffer zone
- Non disturbance zone
- Buildable area - 1 storey / gutter height max. 3,15m / ridge max. 7m above basement
- Buildable area - 2 storeys / gutter height max. 5,85m / ridge max. 9,7m above basement
- Building envelope

Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

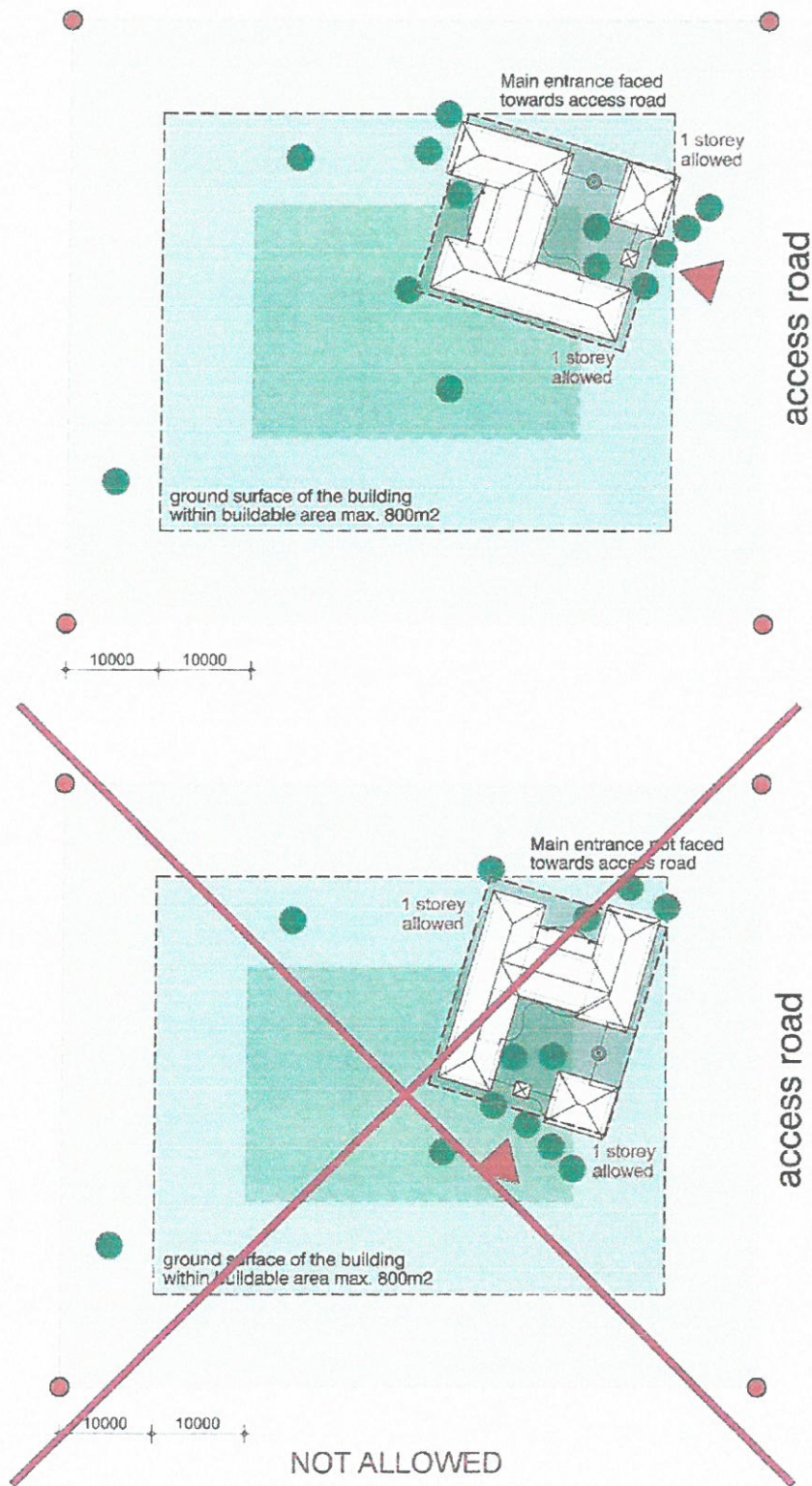
PLOTPASSPORT b



- Beacon
- Valued and protected tree
- Fairway buffer zone
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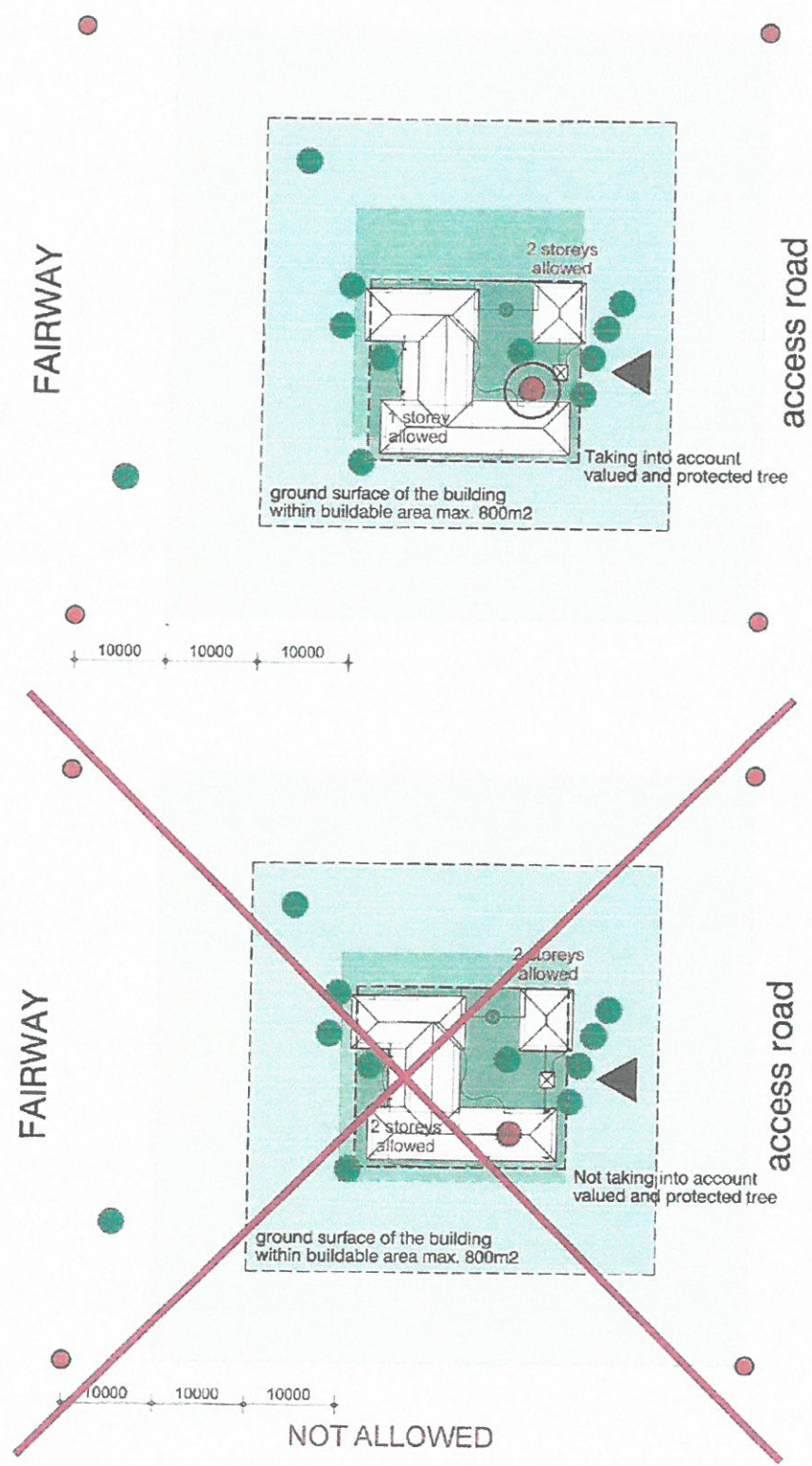
Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



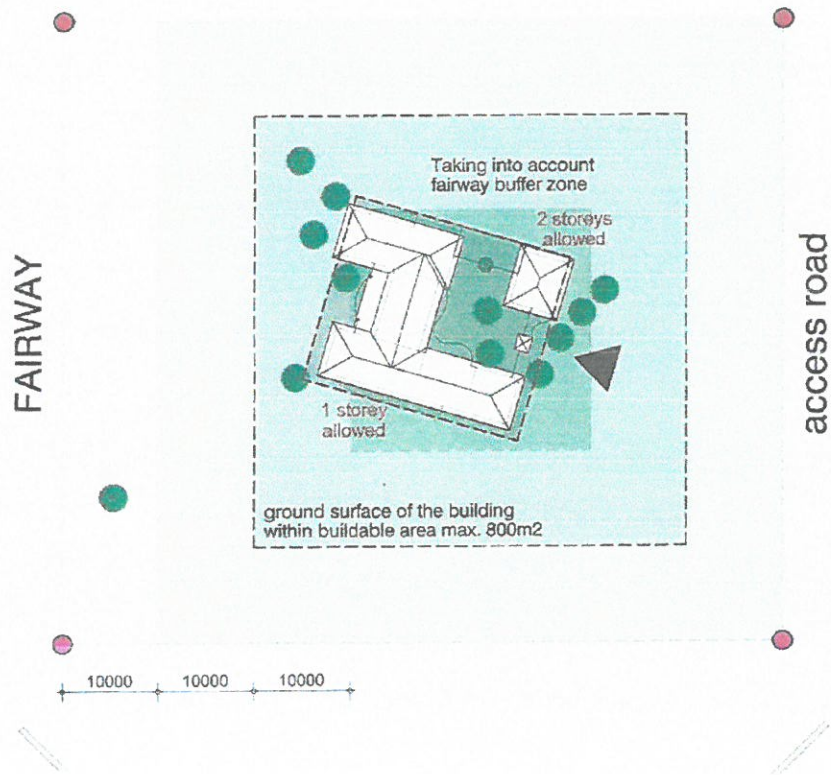
Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



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1. PREAMBLE:

- A) **WHEREAS** the Lessor is the registered lawful owner of Footprint (Ref#M3) measuring approximately Two Hundred Square Meters (200 sqm) (or thereabouts) hereinafter referred to as **"the Footprint"**, of land as more particularly shown on the plan attached herewith. The footprint is situated within an area commonly known as **"Kilimanjaro Golf and Wildlife Estate"** comprised in the Certificate of Title Number in the name of Kilimanjaro Golf Development Limited, (hereinafter referred to as **"KGDL"**), located within Dolly Estate Area, Meru District in the Arusha Region, Tanzania.
- B) **AND WHEREAS** the said footprint forms part of the KGDL and it is the intention of the Lessor that the KGDL Estate be developed and occupied as a residential/commercial estate subject to Appendix 1, 2 and 3, hereinafter referred to as **'the Covenants'** and the Urban Planning Act, 2007 - as amended.
- C) **AND WHEREAS** the Lessor has offered to lease the Footprint and the Lessee has agreed to the lease of the footprint as described and delineated in Schedule I.

IT IS HEREBY AGREED as follows:

2. DEFINITIONS:

2.1 The following definitions apply unless the contrary intention appears in the context:

- "Agreement"** Means this Lease agreement and includes any amendments, appendices, addendums, or other notation agreed and duly signed and executed by the parties in accordance with the terms of this lease agreement.
- "Applicable laws"** Means the laws of the United Republic of Tanzania Main land.
- "Building Committee"** Means a committee appointed by the Board, to approve all designs and modifications. The Building Committee will consist of one Director of the Lessor, Project Architect, General Manager of the Lessor, and the Golf Course Manager and other parties as agreed by the Building Committee. The Committee may request input from external consultants/experts from time to time.
- "Building Plans"** Means the detailed architectural, engineering and building plans, drawings, standards and specifications of the house proposed to be constructed on the Footprint marked as Appendix 4 in this agreement.
- "Board"** Means the Board of Directors of the Company and the secretary.
- "Company"** Means Kilimanjaro Golf Development Limited.
- "Commissioner"** Means the Commissioner for Lands appointed under the provisions of the Land Laws of Tanzania mainland.
- "Consideration"** Means the sum of **United States Dollars Thirty Thousand (USD 30,000)** inclusive of relevant taxes.



Plot and denied the opportunity to undertake any further work on the Plot. In this regard Kilimanjaro Golf Development or the Board shall not be liable for any breach of contract or otherwise as between the Home Owner and the Contractor;

- 2.1.31 Any damages caused by employees, Sub Contractors or delivery vehicles shall be the responsibility of the Main Contractor. These damages include damage to roads, kerbs, signage, plants, irrigation, wildlife and private property. The Board shall have sole discretion as to the nature, extent and value of these damages, and the identification of respective vehicles and persons;
- 2.1.32 Compliance with the general rules and requirements of all relevant Health and Safety, employment and general and all applicable legislation is mandatory;
- 2.1.33 Contractors are to co-operate with the Board and comply with their directives at all times;
- 2.1.34 A security organization has been contracted by the Board to control access and security on the Development. All persons on the Development must comply with and adhere to the security regulations and controls required by the Board from time to time. Vehicles entering and exiting the Development may be subject to be searched at any time;
- 2.1.35 Security guards at exit gates will require a signed note from the Main Contractor before allowing equipment and machinery to be removed from the Development;
- 2.1.36 Any contravention of the security procedures or requirements shall be considered a severe breach of these regulations. Appropriate consequences will be implemented by the Board;
- 2.1.37 Trees, shrubs or plants may be planted by Homeowners on their Plot in accordance with the landscaping and garden guide lines set out hereunder;
- 2.1.38 Garden irrigation systems may be used and considering water is a valuable commodity, the Board encourages that they be automated and are installed by an irrigation contractor approved by the Board;
- 2.1.39 If any specific complaint or request to refrain from any activity is received from three Homeowners in the surrounding area, the Contractor must cease the offending activity forthwith until the Board gives specific approval to continue which approval may be on such terms and conditions as is considered appropriate to the circumstances;
- 2.1.40 On completion of construction the Homeowner shall request the Board to inspect the Plot and the structures;
- 2.1.41 The Main Contractor will not hand over the Building to the Home Owner (or in the event the Home Owner is constructing himself then will not occupy the Building) until the Board has specifically approved the completion of the project and issued a completion certificate.

2.2 The Board shall ensure that:-

- 2.2.1 The regulations relating to the Plot and construction have been complied with;
- 2.2.2 The Plot has been properly cleaned and tidied;
- 2.2.3 Direct access roads to the Plot and verges have been repaired and are in good condition;
- 2.2.4 The Building is in accordance with an approved design;



- 2.2.5 The area surrounding the Plot has been restored to a natural state, as far as reasonably possible;
- 2.2.6 Provided the Board is satisfied with the condition of the Plot, the area surrounding the Plot and the Building erected thereon, they shall advise the Home Owner accordingly and give permission for the shade net screen around the Plot to be removed;
- 2.2.7 The Home Owner and Contractors acknowledge that there is and will from time to time be a considerable amount of construction activity taking place on the Development and therefore the Homeowners, Contractors and all persons working on or visiting the property do so entirely at their own risk and the Board accepts no liability for any damage or injury caused at any time, including while traversing the Plot or using any of the facilities. The Board will keep a permanent record on site of all approved designs of residences which can be referred to by the Home Owners and their architects.



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Client: Killimajero golf & wildlife estate

Project: 2 Bedroom House

Project Number:

Drawing Status: Working Drawing

Note: All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names: Foundation Plan

Drawn by: S.M and F.K Date: 07/05/2016

Checked by: S.M Date:

Drawing Scale: 1:100 @ A3

Drawing Set: ARCHITECTURAL

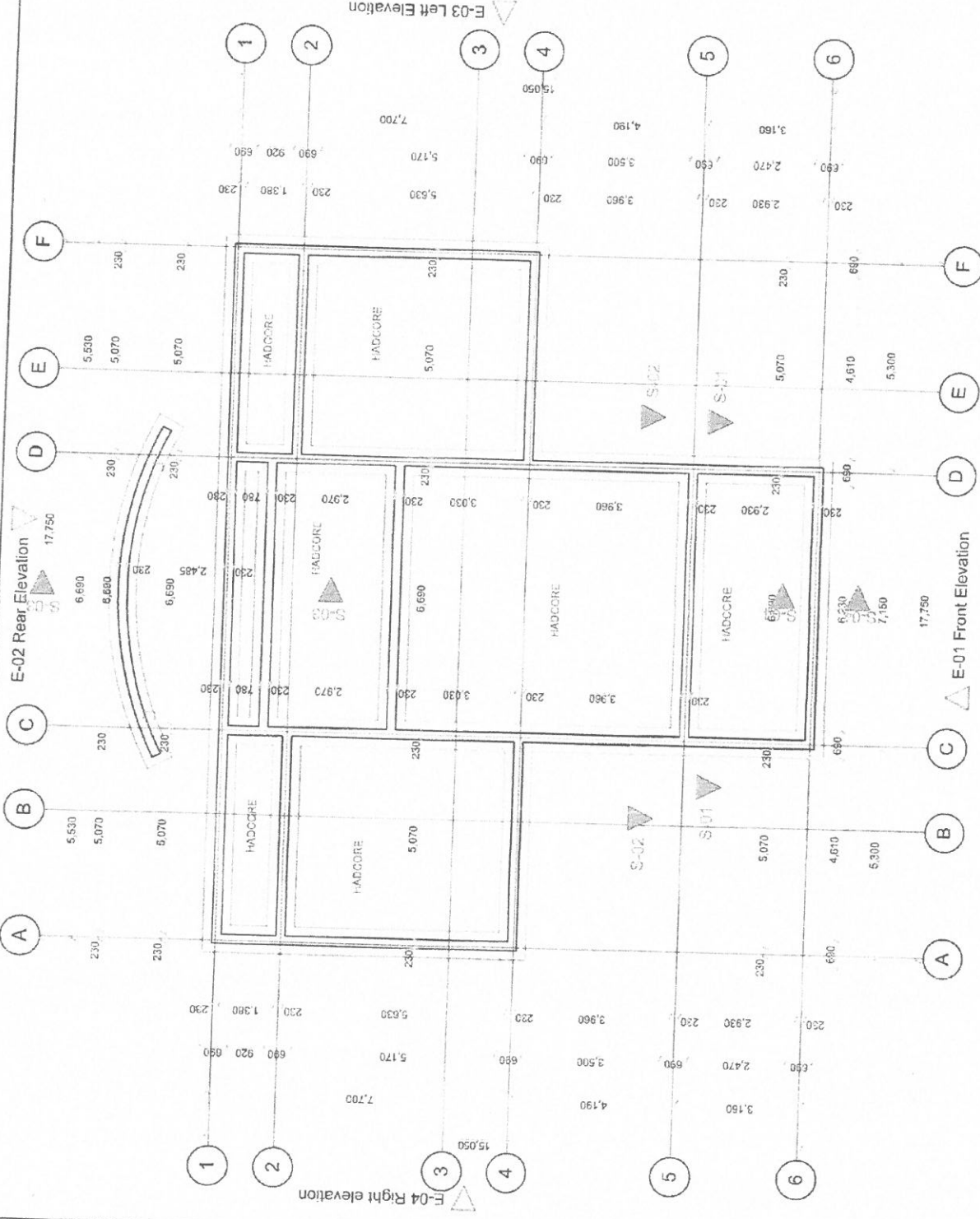
Layout Name: Foundation Plan

Layout ID:

Layout: A.01.1

Revision Number:

Date:



1:100

Foundation Plan



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Client
Kilimanjaro golf & wildlife estate

Project
2 Bedroom House

Project Number

Drawing Status
Working Drawing

Notes
All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names
Ground Floor

Drawn by
S.M and F.K
Date
07/05/2016

Checked by
S.M
Date

Drawing Scale
1:100 @ A3

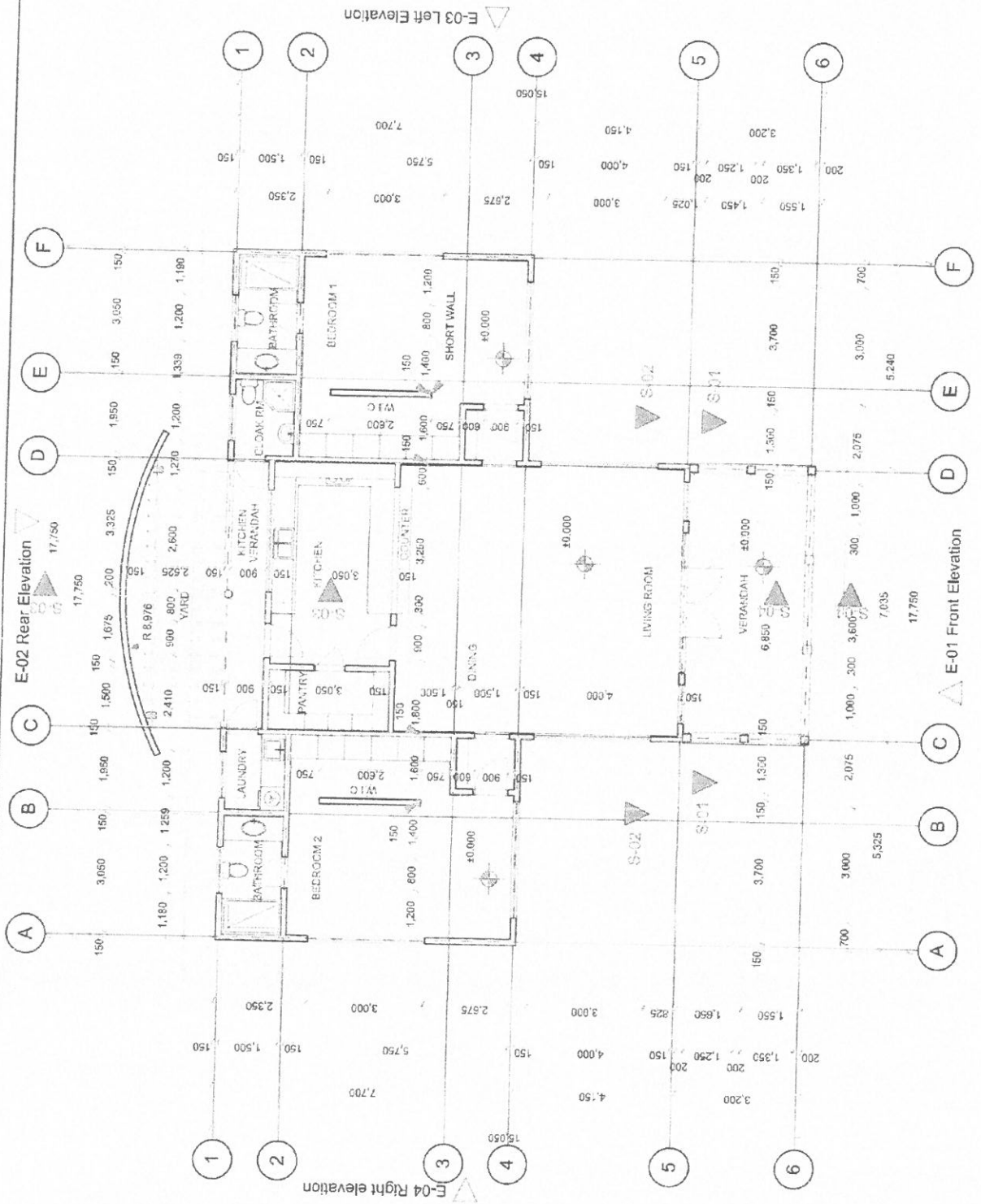
Drawing Set
ARCHITECTURAL

Layout Name
Ground Floor Plan

Layout ID

Layout: A.01.2

Revision Number
Date



A.01.2
Ground Floor
1:100



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Client
Kilimanjaro golf & wildlife estate

Project
2 Bedroom House

Project Number
Drawing Status

Working Drawing

Note
All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names
Ground Floor

Drawn by
S.M and F.K
Date
07/05/2016

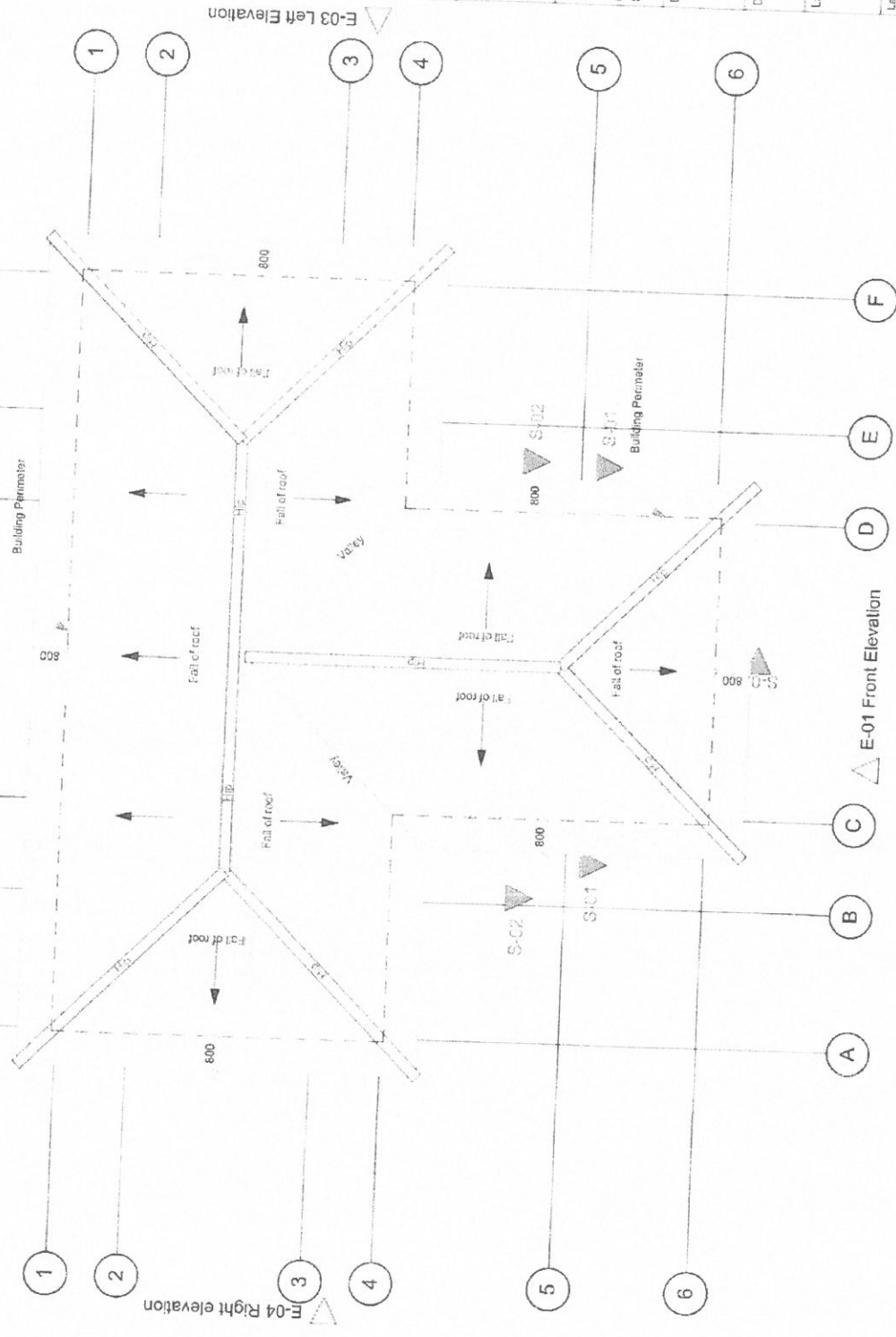
Checked by
S.M
Date

Drawing Scale
1:100 @ A3

Drawing Set
ARCHITECTURAL
Roof Plan

Layout ID
Layout Name
Revision Number
Date

Layout: A.01.3



1:100

Ground Floor



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Client
Kilimanjaro golf & wildlife estate

Project
2 Bedroom House

Project Number

Drawing Status

Working Drawing

Note
All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names
D-05 Detail, S-02 Building Section, D-03 Detail

Drawn by
S.M and F.K Date
07/05/2016

Checked by
S.M Date

Drawing Scale
1:10, 1:50 @ A3

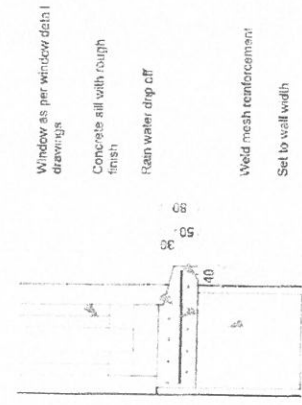
Drawing Set
ARCHITECTURAL

Layout Name
Building Section S-02 and Details

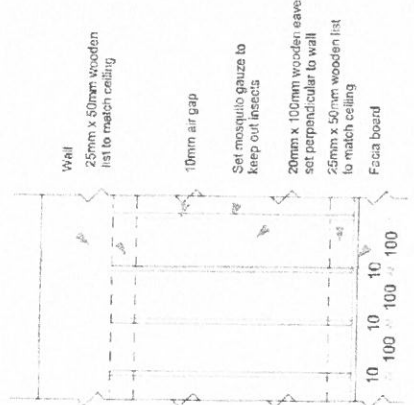
Layout ID

Layout: A.01.5

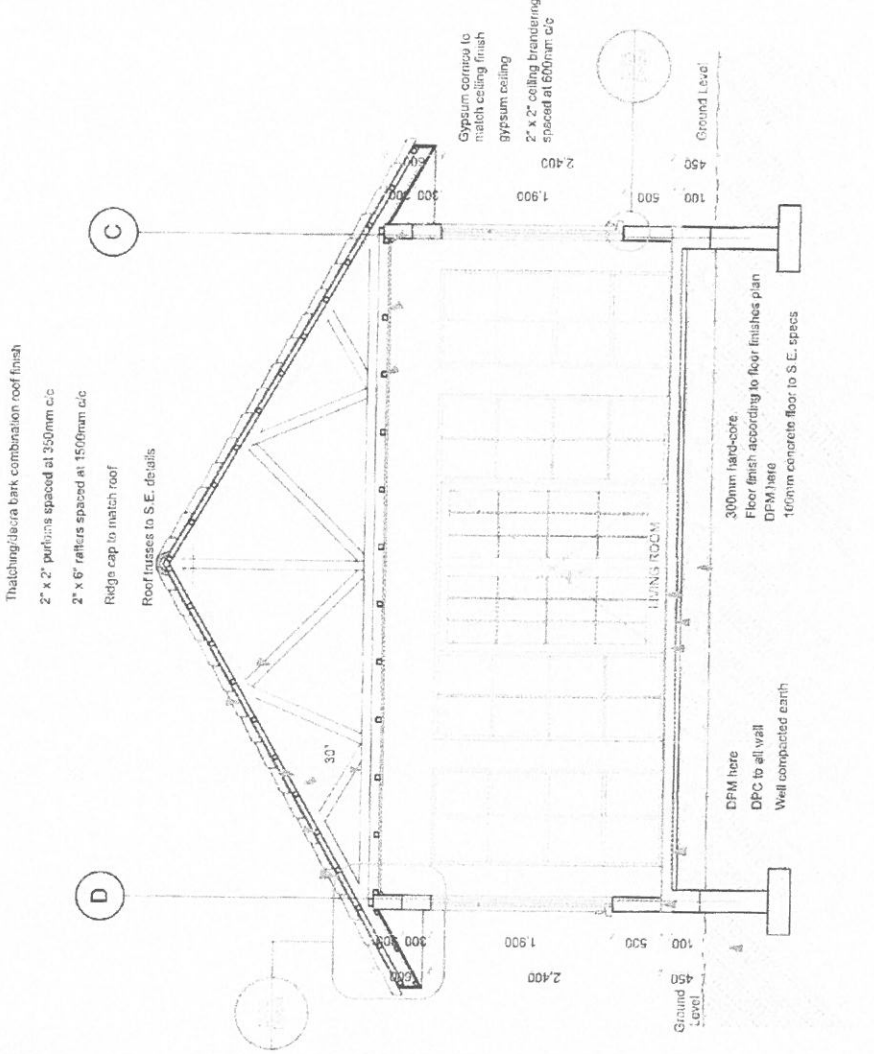
Revision Number Date



1:10 D-05 Detail 1



2 1:10 D-03 Detail 3



1:50 S-02 Building Section



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Client: Kifmanjaro golf & wildlife estate

Project: 2 Bedroom House

Project Number:

Drawing Status

Working Drawing

Note:

All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names

S-03 Building Section, D-06 Detail, D-02 Detail, D-07 Detail

Drawn by S.M and F.K Date 07/05/2016

Checked by S.M Date

Drawing Scale

1:50, 1:10, 1:20 @ A3

Drawing Set

ARCHITECTURAL

Layout Name Building Section S-03 and Details

Layout ID

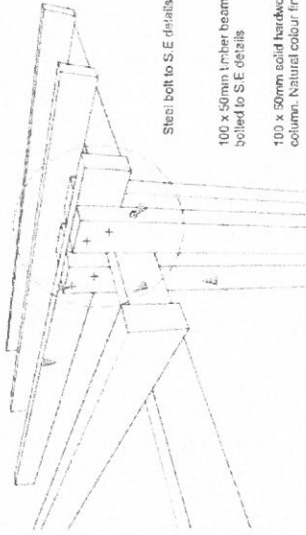
Layout: A.01.6

Revision Number

Date

100 x 50mm Cross members Located centrally over post positions

2 Nos. 8mm steel screw to each side.



Steel bolt to S.E. details

100 x 50mm Timber beams bolted to S.E. details

100 x 50mm solid hardwood timber column. Natural colour finish.

D-07 Detail

1:10

4

Thatching: deca bark combination roof finish

2" x 2" rafters spaced at 350mm c/c

Mosquito wire on top of rafters to prevent insects entering roof

25mm x 50mm wooden cornice painted to match ceiling

2" x 6" rafters spaced at 1500mm c/c

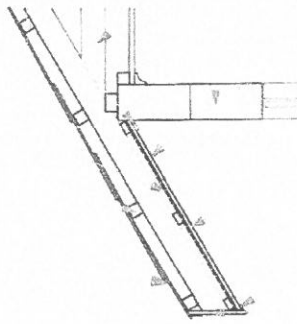
20mm x 100mm wooden eaves set perpendicular to wall

All beams to S.E. details

20mm x 100mm wooden ceiling with 10mm spacing. Apply mosquito netting to top of ceiling to keep out insects. See detail D-15

50 x 25mm wooden list to match ceiling

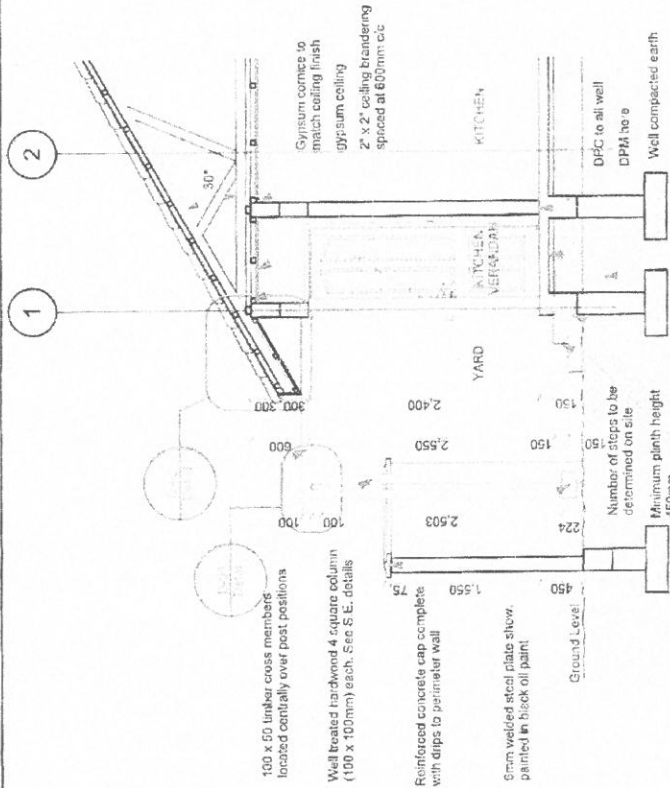
2 piece fascia board screwed together as per drawing



D-02 Detail

1:20

3



100 x 50 timber cross members located centrally over post positions

Well treated hardwood 4 square column (100 x 100mm) each. See S.E. details

Reinforced concrete cap complete with drips to perimeter wall

6mm welded steel plate show, painted in black oil paint

Ground Level

Number of steps to be determined on site

Minimum plinth height 450mm

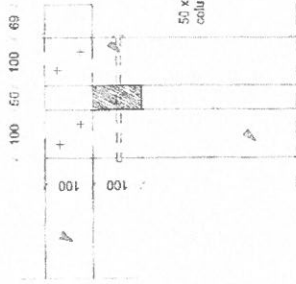
1:50 S-03 Building Section

100 x 50mm Cross members Located centrally over post positions

100 x 50mm timber beams bolted to S.E. details

Steel bolt to S.E. details

50 x 50mm solid hardwood timber column. Natural colour finish.



D-06 Detail

1:10

2



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Client

Kilimanjaro golf & wildlife estate

Project

2 Bedroom House

Project Number

Drawing Status

Working Drawing

Note

All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names

E-01 Front Elevation, E-02 Rear Elevation

Drawn by

S.M and F.K

Date

07/05/2016

Checked by

S.M

Date

Drawing Scale

1:100 @ A3

Drawing Set

ARCHITECTURAL

Layout Name

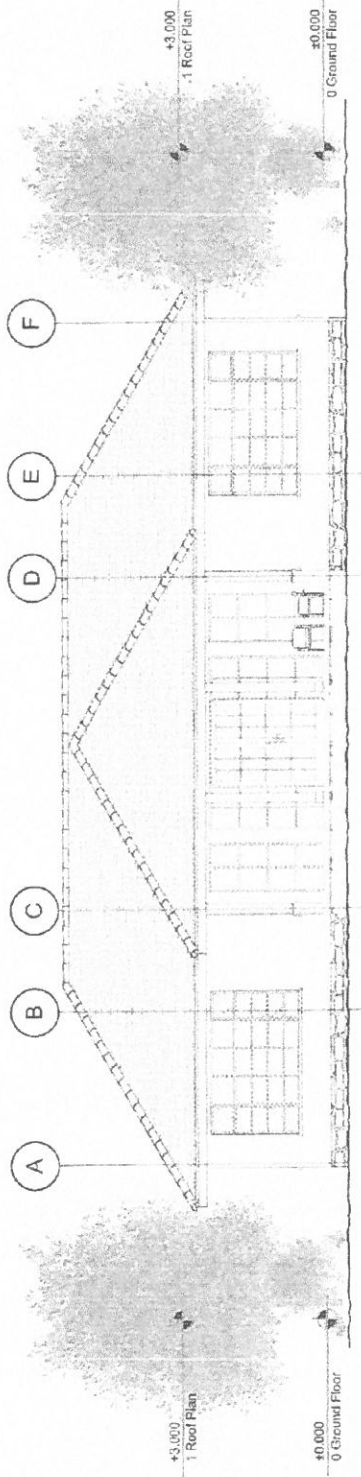
Front and Rear Elevation

Layout ID

Layout: A.01.7

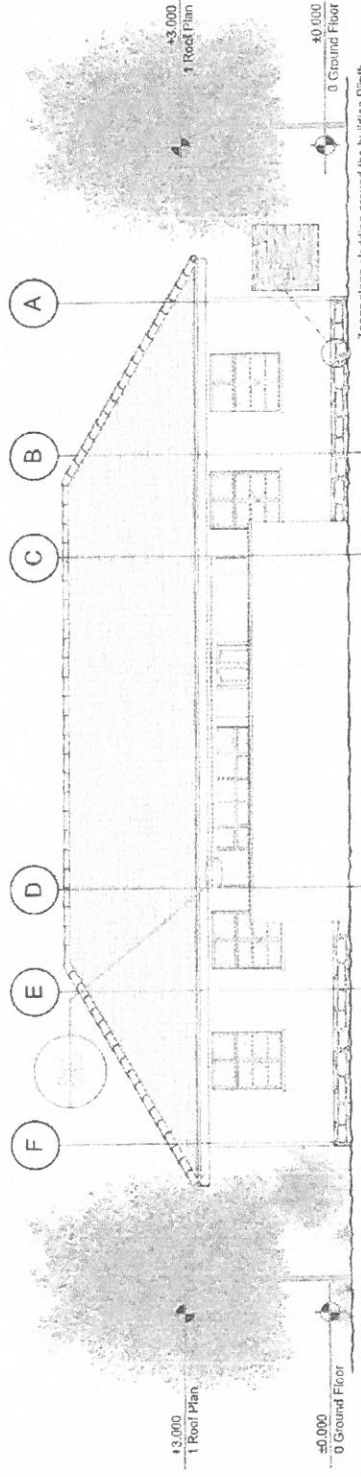
Revision Number

Date



E-01 Front Elevation

1:100



E-02 Rear Elevation

1:100



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Client
Kilimanjaro golf & wildlife estate

Project
2 Bedroom House

Project Number

Drawing Status
Working Drawing

Note
All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Name
E-03 Left Elevation, E-04 Right elevation

Drawn by
S.M and F.K
Date
07/05/2016

Checked by
S.M
Date

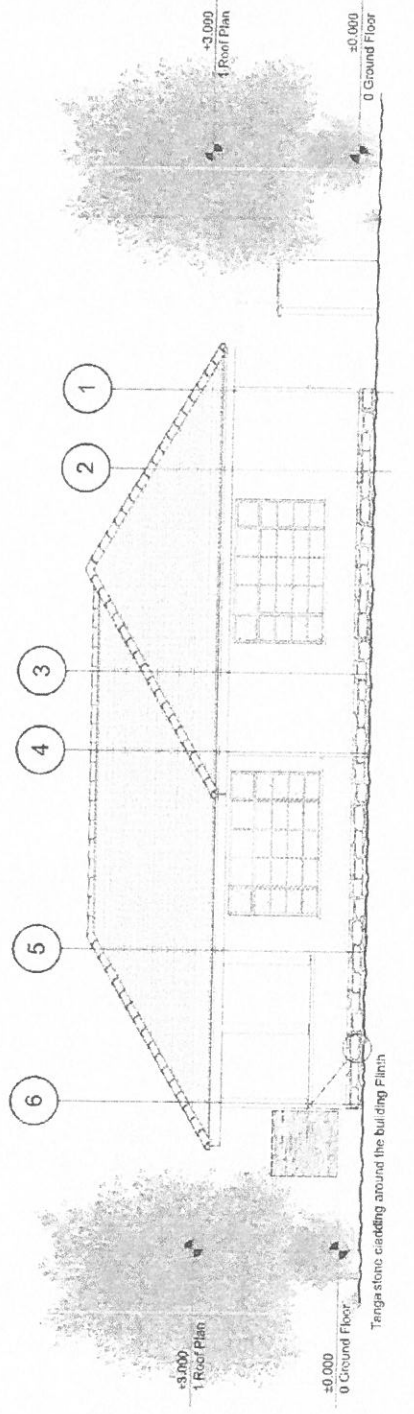
Drawing Scale
1:100 @ A3

Drawing Set
ARCHITECTURAL

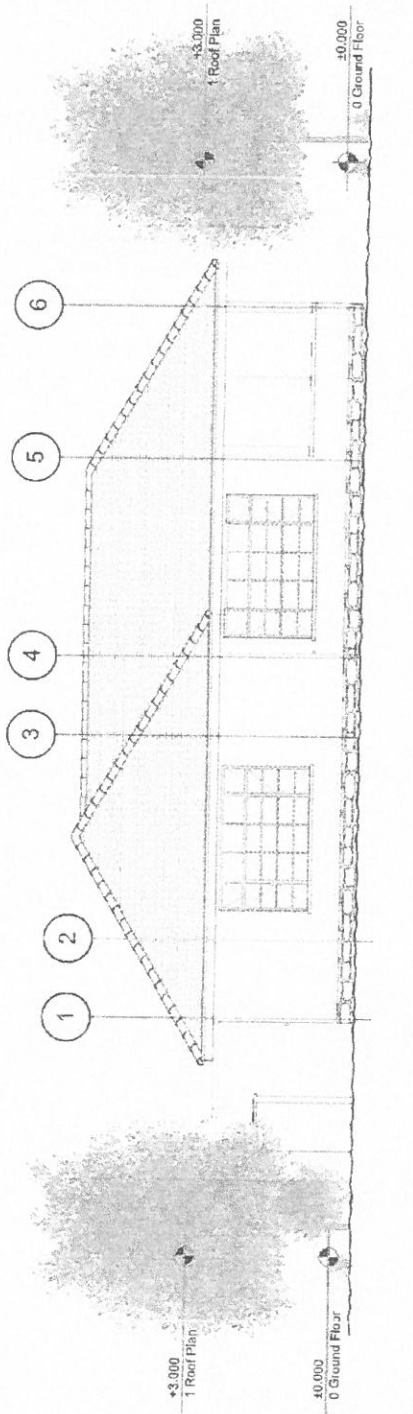
Layout Name
Left and Right Elevation

Layout ID
Layout: A.01.8

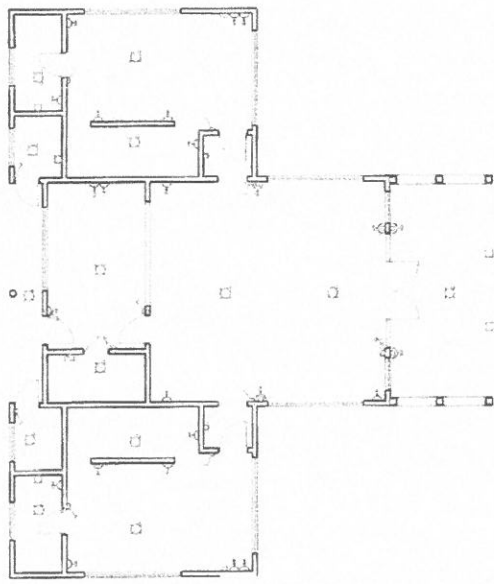
Revision Number
Date



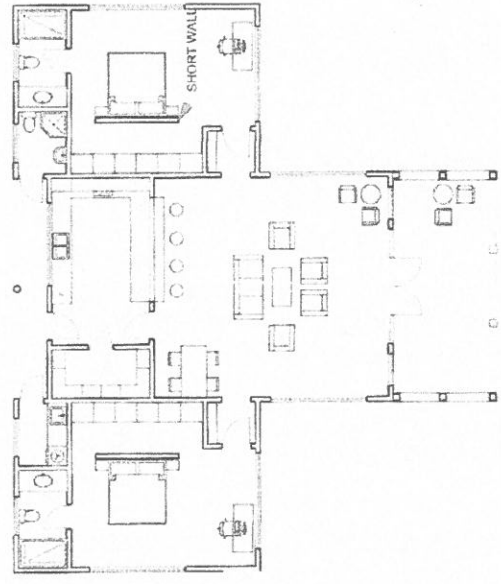
E-03 Left Elevation
1:100



E-04 Right elevation
1:100



1:150 Ground Floor 1



1:150 Furniture Layout 2

SCHEMATIC ELECTRICAL LAYOUT	
SYMBOL	HEIGHT IN MM A.F.L. NAME
FL	Socket outlet 2 gang
300	Socket outlet 2 gang
1000	Socket outlet 2 gang
1500	Socket outlet 2 gang
Cooker	Cooker unit 45 A switched
ELECTRICAL SWITCHES	
SYMBOL	HEIGHT IN MM A.F.L. NAME
[Symbol]	Light switch 6A, one way / one gang
[Symbol]	Light switch 6A, one way / two gang
[Symbol]	Light switch 6A, one way / three gang
[Symbol]	Light switch 6A, one way / four gang
[Symbol]	Light switch 6A, two way / one gang

ELECTRICAL LAMPS	
SYMBOL	HEIGHT IN MM A.F.L. NAME
[Symbol]	2000 Wall mounted interior lamp
[Symbol]	1500 Wall mounted bathroom mirror lamp
[Symbol]	Ceiling Suspended ceiling light fixture
[Symbol]	3000 Wall mounted security light
INTERNET DATA OUTLET, DISTRIBUTION BOARD AND WIRED CONNECTIONS	
SYMBOL	HEIGHT IN MM A.F.L. NAME
[Symbol]	Wired connections
[Symbol]	1500 Distribution board
[Symbol]	300 Twin internet data outlet
[Symbol]	300 Twin internet data outlet with telephone outlet
[Symbol]	300 TV cable outlet

1:150 W-01 Worksheet 3 1:150 W-01 Worksheet 4



Client: Kilimanjaro golf & wildlife estate

Project: 2 Bedroom House

Project Number:

Drawing Status: Working Drawing

Note: All drawing dimensions are in mm unless specified otherwise. These plans to be used in conjunction with structural engineering drawings, electrical drawings as well as mechanical drawings where applicable. Consultant to resolve any conflicts between drawings.

Drawing Names: Ground Floor, Furniture Layout, W-01 Worksheet

Drawn by: S.M and F.K Date: 07/05/2016

Checked by: S.M Date:

Drawing Scale: 1:150, 1:50 @ A3

Drawing Set: ARCHITECTURAL

Layout Name: Electrical and Furniture layout plan

Layout ID: Layout: A.01.9

Revision Number: Date: