

Thorn Valley Estate
GREENSTONE HILL

PROPOSED RULE CHANGES
STATUTORY ASSOCIATION DOCUMENTATION

THORN VALLEY RESIDENTIAL ESTATE : RULES AND GUIDELINES

PROPOSED RULES CHANGES

HOUSE RULES & CONDUCT

1. NEW ITEMS TO GENERAL CONDUCT RULES

- 1.1. The Directors/ Homeowners Association /Managing Agents may, at their discretion, order the deactivation/suspension of Member Privileges, inclusive of access cards & intercom, should a Resident/Tenant/Owner fail to comply with a written request, fail to respond to written request, fail to settle account in full/remit fines and penalties, transgress any rule of the Estate or Local Municipality. **Such is in keeping with the Article of Association/Memorandum of Incorporation, by which the Association is governed and which details the rights of the Association and the members thereof.**
- 1.2. It is the Owner's responsibility to regularly update their contact details and changes thereof. The Homeowners Association, Managing Agent, or Board of Directors will not be held responsible for any missed communication as a result of having the incorrect contact details for the relevant party. Any fines imposed/instruction issued shall not be reversed as a result of missed communication based on incorrect contact details.
- 1.3. Owners are required to permit any Local Authority and/or service provider access to and works on their driveway/sidewalk areas, which are designated as Municipal Servitudes, and cannot refuse such access, nor hold the Homeowners Association, Managing Agents or Board of Directors responsible for any damage ensued during such works. The Homeowners Association shall to the best of its ability supervise the works where possible, and attempt to ensure the cleanliness and minimal damage of the works, but cannot be held responsible for any mishaps therein.
- 1.4. Domestic staff are not permitted to canvass the Estate in search of work. The registered owner of the property at which a Domestic Worker is employed will be held liable for any such conduct by the employed Domestic Worker, and is required to caution the worker accordingly.
- 1.5. **Record shall be kept of each transgression/breach of rules, by any member, tenant/visitor/employee thereof. Repeated infringement may result in the suspension of privileges or denial of consent to special requests/function requests, in order to prevent further nuisance and/or transgression.**

1.1 **General Behaviour**

New Item

No member or visitor thereof may verbally/physically abuse, threaten or assault any other member, Association representative, Security staff, **the Estate Manager, the Managing Agency as a whole, or any member or representative thereof.** Fines may be applicable for any such reported incident, and legal action may be pursued by the aggrieved, or a representative thereof, against the offender in such instance.

1.2 **Good Neighbourliness**

New Item

Residents are required to advise the Managing Agent in advance of any social function where large numbers of guests as well as vehicles – exceeding 5 vehicles and/or 10 guests – are involved and must complete the Function Notice Schedule. This enables pre-clearance of the Guests, management of the parking arrangements and the opportunity for neighbours to plan to be off the Estate during the function, if they so choose.

The volume of music or electronic instruments, partying and the activities of domestic staff should be tuned to a level so as not to be heard on neighbouring properties. Music at social functions or outdoor activities that may be the cause of disturbance to neighbours must be curtailed to inside the dwelling with doors and windows closed after 22h00 pm weekdays and midnight at weekends – commencing Friday and ending on Monday morning – and on the evening preceding a public holiday.

Residents are requested to advise the Managing Agent of any late night functions in order that the surrounding neighbours might be warned

Residents are requested to bid farewell to their guests inside their houses and not conduct loud and/or long good-byes on the street causing disturbance to their fellow neighbours.

The noise levels must not exceed 55 decibels during daytime operation and not exceed 45 decibels during night time operation – as per the Local Authority By-Laws.

Functions which will host no more than 10 people and/or 5 vehicles may proceed without prior notification to the HOA.

In order to have a function approved, prior to its occurrence, the following detail requires to be submitted:

- Date of function
- Start and end times of the function
- Type of function
- Number of guests expected
- Number of vehicles expected
- Will music be played

1.5.3 **Amended**

The mechanical maintenance and use of lawn mowers, trimmers, power tools generally of any nature and the like, is only permitted on week days – Monday to Friday – between the hours of 07h00 am and 17h00 pm, and between the hours of 09h00 am and 16h00 pm on Saturdays. Works are not to be carried out on Sundays or public holidays without prior written consent therefore, based on justifying circumstances therefore, and in such event, may not commence before 09h00 or continue later than 14h00 pm.

New Item After Item 1.5.6

1.5.7 Residents are requested to take consideration of neighbours when lighting or using a Braai and attempt to avoid – where possible, smoky fuels and ash that blows into neighbours gardens and homes.

New Item

No mechanical repairs or services of any nature or extent, to any vehicle, may be carried out on the Estate premises, in driveways, or on any of the sidewalks or common property. Non-intrusive works which do not create any noise disturbance and which are carried out totally out of sight of any neighbouring property, the roadside or common property, may be consented to on a once-off basis.

New Item

The children's' play facilities, jungle gyms and other play furniture is reserved for children below the age of 12, and adults and domestic staff are **STRICTLY NOT PERMITTED** to utilise same.

New Item

The common property and play facilities are to be respected, kept clean and tidy at all times, and the designated bins are to be utilised. Any littering or damage to the property or facilities thereon shall be penalised accordingly.

1.3 Maintenance Of Properties

1.6.1 Amend by adding:

1.6.1 Owners shall at all times maintain the exterior of their houses, gardens, boundary walling or fencing and the sidewalk between the kerb and the street boundaries of their property to the satisfaction of the Directors, *inclusive of weather damage, cracks and damp*.

Owners are to take consideration of the general lack of public parking and must in consequence not block off the sidewalk outside any house thereby preventing off road parking for visitors. The use of obstacles to prevent access onto or the temporary use of sidewalks is prohibited.

New Item after Item 1.6.3

1.6.4 The Homeowners Association, Board of Directors or Managing Agents may request the provision of a reasonable time-frame/deadline for the completion of required maintenance/remedial works as per the Owner's obligation to maintain the stand. Where the Owner refuses/fails to provide such deadline, the Homeowners Association, Board of Directors or Managing Agents may impose a deadline as deemed to be reasonable, and the Owner is required to adhere to such deadline.

1.6.7 EDIT - to state that Wendy houses are not permitted

1.6.7 Wendy houses are only permitted as temporary builder's sheds. Immediately, **by no later than 3 working days** after completion of building they are to be removed.

1.6.8 Amend by adding:

Garden or Tool Sheds will be considered but only by prior written application to the Homeowners Association and formal written consent from that body. The application must identify the location of the facility, provide graphic detail of the proposed shed which cannot be higher than the boundary wall at any point. The facility must be screened from general view and must not be visible from the Estate roads.

1.6.9 Amend Item by adding :

1.6.9 Garden lapa's and similar structures will only be permitted at the discretion of the Thorn Valley Estate Home Owners Association and prior consent is required in this matter. *The Association's decision is final, and any instruction to remove a prohibited installation/structure, or one deemed to be an eye-sore, must be upheld by the Registered Owner. No pre-fabricated or non-structural awnings which do not form part of the main body of the house may be permitted, save for in the instance where prior written consent has been obtained.*

New Items

1.6.11 As per Item 5.9 of the Architectural Rules, the installation of electric fences is strictly prohibited, and any electric fence either historically or newly installed will be required to be removed. Should a resident fail to comply and remove the fence, they will be liable to a fine for non-compliance, and the Homeowners Association reserves the right to have the fence removed at the Registered Owner's expense.

1.6.12 Residents expecting deliveries of the likes of furniture, equipment, etc., over weekends must obtain pre-consent from the Managing Agents to ensure access into the Estate. Detail of the nature of the delivery, the delivery company and the size and type of vehicle involved will require to be advised. No access shall be permitted to any delivery that has not obtained pre-clearance.

1.4 Environmental Management

1.7.1 Amend Item by adding

1.7.1 No rubble or refuse should be dumped or discarded in any public area, including parks, ~~lakes~~, attenuation dams, streams or formal watercourses, streets and pavements, as well on building sites.

1.7.9 Amend Item by adding:

1.7.9 Vacant stands *and stands under construction* must be kept clean on a regular basis to the satisfaction of the Thorn Valley Estate Home Owners Association and, if not maintained, the Thorn Valley Estate Home Owners Association reserves the right to clean the stand at the Owner's expense, *inclusive of grass cutting requirement on stands under construction.*

New Items

1.7.13 Residents may not use any of the Estate's fire hydrants/hoses for anything other than a fire emergency. Any resident found to be using these services for anything other than an emergency will be responsible for the costs of repair/replacement, and will be penalised accordingly.

1.7.14 Residents may not dump any refuse or rubble on the sidewalk, any vacant or neighbouring stand, or any of the common property – *even on a temporary basis without the prior written consent of the Homeowners Association where such consent shall only be for a limited fixed period. The Homeowners Association shall place an official sign on the rubble to indicate that the matter has been approved.* Garden refuse and rubble is to be removed directly by the residents, as Pikitup will not remove same; nor will any refuse outside of the Pikitup 'wheelie-bins' be removed. *Any disposable material which cannot be collected by Pikitup or the assigned recycling agency (such as polystyrene, large objects which do not fit in the Pikitup bins/recycling bags, etc.), must be disposed*

of appropriately by the owner or their contractor, and may not be stored on site, on vacant stands, the sidewalks or the common property.

- 1.7.15 Residents are responsible for the maintenance of the flora on their property, and may not knowingly allow for such flora to encroach on neighbouring properties without the consent of the neighbour. Any flora encroaching over the boundary line of a property is deemed to be owned by that property, and residents are permitted to cut back any such flora, to the point of their boundary line.
- 1.7.16 Any persons under the age of 10 years are to be supervised while on the common property and Estate. Estate Security is entitled to question any suspect youths, contact their relevant responsible adult, parent or guardian, and/or request the youths to vacate any area in the Estate, should their actions be deemed to be suspect, harmful, or otherwise unsavoury.
- 1.7.17 The installation of underground JoJo Tanks or similar for the harvesting of rainwater is encouraged. Alternative arrangements for above ground facilities will be considered by the Homeowners Association only by written application where the location and screening of this facility must be fully detailed. The facility must be screened from general view and must not be visible from the Estate roads.
- 1.7.18 Residents are to refrain from permitting their children from playing on any building site and from taking any form of building material, sand or soil off building sites for personal use. Strictly no unauthorised, third party access, by adult or child, on another member's property (vacant, under construction, or built) is permitted, and trespasses shall be penalised accordingly.

1.6 **Estate Security**

New Item 1.8.3

- 1.8.3 Visitors are required to carry at all times and present on request, a valid driving licence upon arrival at the Estate, for Security and record purposes. The onus is on the resident to inform their visitors of such requirement prior to their arrival.

1.6 **Road Traffic Behaviour**

New Items

- 1.10.3 The roads of the Estate are public roads where the terms and conditions of the Road Ordinance Act and the general rules of the road are applicable.
- The Homeowners Association is not liable in any manner for any issues, accidents, conflicts or similar that may occur within the roads of the Estate.
- Residents must take note that the roads of the Estate cannot be expected to be a play area for children and that vehicles have the first right of use of these areas.
- Unlicensed drivers are not permitted to drive/operate any motorised vehicle, road legal or not, save for motorised stand-on scooters.
- 1.10.8 Residents/visitors may not park vehicles in the street, on the sidewalks (on a permanent basis), on any vacant stand, on any neighbouring stand, or on the common property (without prior written consent from the Managing Agent).

1.10.9 Residents or visitors parking outside any house on the Estate must make all reasonable attempt to park in the resident's home, or on the sidewalk outside – where the vehicle is preferably parked fully off the road with no obstacle to the general Estate traffic.

The Estate Security have been instructed to take the detail of any vehicle that does not comply with this reasonable request and to place a small sticker on the vehicle to identify that the transgression has been noted. The Homeowners Association shall react to repeated offences.

1.10.10 Due to the excessive size of certain trucks which cannot safely negotiate the Estate roads without causing undue damage, no access shall be granted to any furniture removal truck which has not received pre-clearance by the Managing Agent. The resident will be required to submit full details of the size of the truck as in a large load operation tandem trucks. A shuttle service to a large truck located outside the Estate may be necessary.

1.10.11 Due to the general lack of public parking within the Estate and unless residents who are entertaining any guests where visitors cars are applicable and where such cars cannot be parked within the property of the resident are required to make contact with the Managing Agents to obtain prior arrangement and consent for the parking arrangements.

A park and walk or shuttle service may well be required to minimise the disruption to the other residents on the Estate.

The Board of Directors will impose fines on all repeat offenders.

1.7 **Pets**

To add to 1.11.2 of the Conduct Rules pertaining to the number of dogs & cats:

ONLY upon the written consent from the appropriate Board of Directors, Homeowners Association and/or Managing Agents, where such consent will be recorded on the Estate/Association letterhead, will permission to keep additional pets be applicable. No Estate Agency forms, general owner's consent, or any other document, shall pass or be accepted as legal consent to keep additional pets (over and above the permitted two dogs and two cats, as per the Municipal Bylaws).

New Item

Owners are responsible for ensuring that their dogs do not bark incessantly, repeatedly and without reprimand. Suitable arrangements are to be put in place during the absence of any residents or staff at the property in order to ensure that the dogs do not bark continuously and without reasonable cause.

Any complaints received are to be addressed immediately by the owner, and failure to do so will result in penalties. Repetitive complaints shall result in a penalty per each reported incident.

1.8 **Tenants, Visitors, Contractors and Employees**

New Item After 1.12.1

Given the history of problems with certain tenants on the Estate for the landlord as well as the Homeowners Association, all owners who wish to place tenants in any residence on the Estate, are required to effect a screening of the proposed tenant where

references, past letting and financial record of the previous leases and a due diligence are all undertaken. If so requested, copy of these reviews must be provided to the Homeowners Association.

The Homeowners Association provides no guarantee that the privileges of membership of access cards and intercom connectivity shall be made available or continue to be provided to any tenants who have either not been subject to a pre-lease clearance investigation, or upon occupation, refuse to comply with the Association Rules. Upon a tenant vacating a property, member privileges of access cards and intercom shall be suspended until such time as the relevant details of the new tenants are provided to the Managing Agent.

Any fines imposed upon a tenant, his guests or employees or agents, shall be due and liable from the landlord and registered owner of the property.

1.9 Estate Agents

New Items

1.13.1 Estate Agents and/or Private sellers must inform the Managing Agent of any proposed sale or lease of a property, together with a copy of the Estate Agents Mandate, where applicable.

1.13.2 Estate Agents and/or Private sellers are required to submit to the Managing Agent, the Association's "Confirmation of Full Disclosure" document upon the sale/lease of a property, together with a copy of the signed Offer To Purchase or Lease Agreement.

1.13.3 Estate Agents are not permitted to be in possession of or use access cards, and must at all times adhere to the access protocols of the Estate, whereby their entrance and egress is to be recorded in the access register by Estate Security Personnel.

1.14.3 It is the responsibility of the Seller and existing member of the Homeowners Association to obtain and submit within 14 days of the signed Offer To Purchase or Lease Agreement, a full pack of the signed original statutory documentation of the Association. A Schedule of all such documentation will be issued to seller on notification of the proposed sale or lease of the property.

1.14.4 Neither the Homeowners Association, Board of Directors nor Managing Agents will be held responsible for any falsified or misleading information, consent, and detail or otherwise by an Estate Agent to a purchaser/lessee.

Any transgressions resulting from such misleading detail will be treated as any standard transgression and will be the responsibility of the Owner/Tenant to rectify as per the instruction of the Association, where any fines or penalties incurred as a result of such transgression or failure to rectify same are legally binding and require to be settled.

The onus is on the Owner/Tenant to take the matter up with the responsible Estate Agent, in their own time and at their own expense, whilst such transgressions are to be immediately settled with the Association, regardless of any action with or against the Estate Agent, or resulting outcome thereof.

1.14.5 In the event that any Estate Agent makes use of an unapproved Sale or Lease Agreement, or where such Sale or Lease Agreement does not include or make reference to the seller's and purchasers obligations to the Thorn Valley Estate Homeowners Association, and/or is subsequently signed by the parties to the Agreement, then the Association will refuse to process such transaction, a Fine shall be

imposed, the Estate Agent's accreditation shall be suspended for the balance of the prevailing year, and the sellers privileges of membership shall be suspended until registration of sale and/or occupation of the property by the purchaser.

- 1.14.6 The Thorn Valley Estate Homeowners Association are under no obligation to re-instate the accreditation of any Estate Agent found to be in breach of the Association Rules or if suspended by the Association for whatever reason.

2. ARCHITECTURAL GUIDELINES

Amendment to existing Architectural Rules

New Item After 2.1

The Plan Submission must include the Stand Size, Permissible as well as Actual, FAR and Coverage, First Floor to Ground Floor Ratio, etc. and must make reference to the Town Planning Scheme allowables where the following is applicable:

Greenstone Hill Exts 11 & 15:

- 50% - Coverage for Single Storey
- 40% - Coverage for Double Storey
- 75% - Set-Back Of First Floor To Ground Floor
- FAR – 0.8
- Height - 2 Storeys

Greenstone Hill Exts 16 & 17:

- 50% - Coverage for both Single & Double storey dwellings
- Preferred - 75% Set-Back Of First Floor To Ground Floor
- FAR – 0.8
- Height - 2 Storeys

Amendment to Rule 2.5

Building Lines

- Along the Estate Boundary And Public Roads – 5 Meters
- All Other Stand Boundaries – 2 Meters

Amendment to Rule 4.15 (Reworded for clarity)

- 4.15 All exposed plumbing, piping, inclusive of solar plumbing/swimming pool pipes, and washing lines should be fully screened from the street elevation and other elevations onto adjoining properties. *Plumbing and piping must be suitably enclosed/concealed and painted to match the main body of the house.*

Amendment to Rule 4.16 (Reworded for clarity)

- 4.16 All main vertical plumbing stacks and single plumbing connections must be enclosed in a shaft and single plumbing connections and the casing painted to match the main body of the house.

Amendment to Rule 4.17

- 4.17 Mechanical equipment and plant such as air-conditioners – including grilles and condensers, ducts, pool pumps, geysers, etc., - must be designed into the buildings and/or adequately enclosed or screened off from view.

AC Condensers are to be preferably located at ground level/below boundary wall height and out of view from non-solid gates, from the roadside and general Estate.

Alternatively, the AC Condensers are to be located on the flat roof portion of the house and screened by parapet walls or by screening. Where such location is not possible, the unit is to be screened from view and the screen painted to match the main body of the house. All exposed ducting is to be painted to match the main body of the house.

Solar geyser installations for swimming pools and hot water supply may have the solar panel visible, however the associated piping and tank require to be enclosed as per the standard requirements.

Amendment to Rule 4.27

- 4.27 No painting of the House can be undertaken save the prime coat until such time as the Paint Protocol has been complied with and written consent has been issued by the Association confirming the various colours to be applied. Failure to comply with this protocol shall invoke restricted access to the build until such time as the matter has been addressed to the satisfaction of the Association.

Amendment to Rule 4.32

- 4.32 All external boundary walls to individual properties which face onto a park, walkway or any other common property of the Estate must be plastered and painted to match either the general body of the house or *to match neighbouring walls so as to create uniform paint across the extent of the walling* or the general paint colour utilised by the Estate for all such similar exposed boundary walls.

Amendment to Rule 4.33

- 4.33 Boundary walling must not exceed 2.20 meters in height and will be plastered and painted both sides, *save for when facing onto a vacant stand which still requires to be built*, to a design and finish approved by the Home Owners' Association. *The maximum height of the wall is 2.20 meters at the highest point to the natural ground level or external face of the boundary. In the instance of a wall being stepped, the wall cannot exceed 2.20 meters at the highest step.*

Amendment to Rule 5.7 – Prohibited Installations

- 5.7 Wood panel fencing; inclusive of wooden trellis, stick screening, wooden slats, etc.

New Item After 4.45

Full design Details of storm water management requires to be included within Plans submitted for approval, inclusive as to how the discharge off the property shall be addressed and where if such discharge requires traversing another private property, the owner of that property has been contacted and provided written consent for the same. Sidewalk kerbs may not be cut into for storm water drains, and drainage systems must be incorporated into the stand/sidewalk levels.

3. BUILDING RULES

New Item:

Members are cautioned that the Association cannot guarantee that a relaxation of building lines shall be approved.

Amendment to existing Building Rules

3.1 Amendment to 1.6:

The Builder's Board must be erected and displayed at all times and maintained in good order. *The template for this board is to be submitted during the period of plan approval.* Members must attach the completed builder's board template to their submission of plan approval documentation.

Amendment to Rule 1.8

1.8 Building sites must immediately, upon completion of site handover, be screened off with shade netting on all four sides to a minimum height of 1.80 meters or by the immediate construction of the permanent site boundary walls. The shade netting used must be either green or black in colour.

The thickness of the shade netting must be such that the netting is opaque and not transparent; minimum requirement: 80%. Should the shade netting used not be in keeping with the requirements, the Homeowners Association reserves the right to request the removal and replacement of the shade netting using the correct specifications. The street facing shade netting may be dropped during working hours to allow for deliveries etc. At the end of each working day, the shade netting is to be erected, closing off the site and leaving all neat and tidy.

Detailed requirements for shade net screening are listed in Item 1.18

Amendment to Rule 1.11

1.11 Contractor's workers shall be required to deposit an acceptable *certified copy of their original identity document or passport* at security upon entry daily and the same *will be returned upon their exit at the end of the day.* Contractor vehicles are required to obtain and display the Estate Contractor's card in their vehicle at all times while in the Estate. *This card must be returned upon the vehicle's exit.*

Amendment to Rule 2.2

2.2 Should there be a necessity to pour concrete that requires an extension to the prescribed working hours, the Managing Agent must be notified one day in advance to take the appropriate action necessary. *As this is a programmed and pre-booked operation, any late notification of this protocol will result in an automatic R500 Fine in terms of Item 3.17 of the Fines & Penalty Schedule and R1,000 for every breach thereafter.*

Amendment to Rule 2.14

2.14 Any damage incurred by a contractor's or delivery vehicle anywhere within the Estate shall be for the responsibility and liability of the Owner. *This is inclusive of, but not limited to, any oil staining, paint spills, cement spills, sand or spoil in the roadways, and*

so forth, on the Estate road immediately outside the site, or on any journey to or from the property from the Estate Gate House. Any breach of this protocol will result in an automatic R2,000 Fine in terms of Item 3.9 of the Fines & Penalty Schedule.

New Item After 1.8:

Shade netting requirements in Thorn Valley Estate:

1.9.1. Time frame

- 1.9.1.1 Shade netting is to be erected on site hand over, or immediately the stand has been cleared.
- 1.9.1.2 Upon completion of site clearing, the site must be screened within 24 hours. It is important to note that shade net screening requires to be ordered prior to completion of clearing, in order to allow for the immediate erection thereof.
- 1.9.1.3 Should the shade netting not be erected within the required timeframe once the land has been cleared, access to the site will be denied for further works until such time as the shade netting has been erected.
- 1.9.1.4 The shade netting must remain up for the duration of the build until such time as the boundary walls have been installed.

The front side of the netting may be lowered during the course of the day to allow for access to the site, however must be re-erected by close of business each day.

1.9.2. Positioning

- 1.9.2.1 All sides of the property must be screened, with the exception of the access portion of the stand, which may be lowered during the course of the day for deliveries and construction.
- 1.9.2.2 Shade netting is to be erected along the boundary lines of the stand and not outside of the building lines, on a neighbour's property or along the kerbside within the municipal servitude (sidewalk). Should the shade net be erected outside of the building lines, the owner will be requested to address and resolve the matter, and will be penalised and access to the site for further works suspended until such time as the matter has been addressed.
- 1.9.2.3 Storage of all materials must be within the site boundaries and behind the screen. No materials may be stored outside of the shade netting, save for upon delivery (all materials must be moved behind the screen by the end of each day). While we note that space on certain sites may be limited, it is recorded that the maximum permissible coverage of any build is 50%, thus allowing suitable space for all materials if carefully planned.

1.9.3 Materials to be used.

- 1.9.3.1 Shade netting must be green or black in colour, no other colours will be permissible.
- 1.9.3.2 The shade netting must be of the garden shade net type, and not any other material.

- 1.9.3.3 Thickness is to be as close to opaque/non-transparent as possible, and a minimum of 80% thickness will be permitted. Anything which does not meet these requirements will not be acceptable, and the owner will not be permitted to continue with the build until the specifications are met.
- 1.9.3.4 The shade netting is to be 1.8m in height and no less. This is measured from ground level, where the netting must sit flush with the ground without any space between ground level and the base of the net, thereby preventing materials from passing under and through the netting.
- 1.9.3.5 Shade netting is to be erected with a sturdy support system spaced at intervals to ensure the shade netting will not blow loose in the wind. Horizontal support wires between the support poles are suggested for further stability.
- 1.9.3.6 A temporary opening to allow access to the site must be catered for, where we request that the same is sturdy and will not blow away in the wind.

New rule following from 2.33

2.34 The Managing Agents must be notified of any scheduled blasting a minimum of two working days prior. The following is required together with this notification:

- Blasting company name and contact details
- Blaster's name and contact details
- Time and date of blast
- Type of blast and explosive to be used
- All statutory documentation pertaining to the blast (blast certificate, transportation certificate, etc.)
- Insurance cover – the Registered Owner is required to ensure that the insurance cover in place offers suitable cover for all property and personnel in the vicinity which may be affected by the blast
- Safety plan and measures in place to reduce debris and noise

Failure to submit the requirement notification and accompanying requirements shall result in the denial of access to the blasting company, where the Homeowners Association, Managing Agents, or any of their employees can be held responsible for any costs or loss involved as a result.

New Item 2.34

2.34 Strictly no contractors or their employees (pedestrians or vehicles) may loiter at the Gate House or the vicinity thereof. Workers transport must be arranged off site and away from the Gate House or entrances/exits to the Estate, and workers may not be picked up and dropped off at the Gate House or entrance areas. Upon collection of ID documents at the end of each day, workers must immediately return to their transport vehicle and exit the Estate. Vehicles and workers may not mill around the entrance/exit area, or cause unreasonable delays. All workers must be transported between the building site and Gate House, and may not wander the Estate or exit the general area of the site they are working on. Should workers be employed at multiple sites, their

respective employers are responsible for ensuring their transport between sites throughout the course of the day.

3.5 Addition to 4.8:

Stands must be completed in their entirety, inclusive of internal landscaping, before a Site Completion Certificate may be issued and occupation taken.

New Items

- 3.1 The Registered Owner is accountable for his/her Building Contractor and Architect, and all actions, errors and transgressions thereof. Any error on either on their parts will not be accepted as an excuse for any transgression and the non-rectification thereof. Any dispute prevailing between the owner and building contractor or architect requires to be settled directly between the owner and relevant party. The rectification of the identified transgression will be at the owner's expense; the costs of which the owner requires to recover from the building contractor or architect.
- 3.2 Transgressions such as repetitive dumping of rubble, failure to maintain a tidy site, or any other breach of the Building Rules and Guidelines will result in an automatic fine per incident, provided that warnings were initially issued following the first offence, and the repetitive behaviour continues to occur.
- 3.3 Building contractors may not respond to an instruction to remedy a transgression, and repeat the same transgression again, without penalty. In such instance, a courtesy notification may not necessarily be issued per each fine per incident.
- 3.4 Building/contractors' vehicles, machinery or equipment may not remain on-site outside of building hours, over-night or over weekends. Such storage of vehicles or equipment shall automatically result in a penalty.
- 3.6 Every construction worker, subcontractor and labourer wishing to enter the estate must have their ID, or passport on them, failing which they must have a certified copy of the same. The estate operates on a strict policy of no ID no entry. It is the responsibility of the owner and the main contractor to brief all the parties wishing to enter the estate of this requirement. Neither the Homeowners Association nor the security company can be held responsible for refusing access to any person wishing to gain access into the estate where they do not have the required identification.
- 3.7 Contractors will be held responsible for cleaning up of any oil stains where their vehicle is leaking and has soiled the road. This is inclusive of the access roads used to and from the site, inclusive of the gate house. Once a vehicle has been identified as leaking oil, it will be banned from the estate until the vehicle has undergone maintenance. Where the vehicle must meet the approval of the estate manager. **Such requirement also entails that of the removal of any stains or damage caused by paint spills, cement splashes, etc., both on the roads and on neighbouring properties.**
- 3.8 The owner and main contractor will be held responsible for cleaning the access roads to and from the site where a delivery vehicle has soiled the roads as part of a delivery
- 3.9 It is proposed that the builder's hours for houses under construction are reduced from 07:00 am - 18:00 pm to 07:00 am -17:00 pm.

3.10 A contractor is required to report any damage on site or to another property to the estate or security manager. Failure to do so will result in a fine issued.

3.11 All construction workers are to be in either coloured bibs or overalls issued by the main contractor, where the overalls and bibs are to be the same colour. The main contractor is responsible for ensuring that there are spare bibs for subcontractors working on his site.

Individual Bib colours are to be assigned to each contractor by the Homeowners Association.

3.12 The Estate Manager has the right to conduct inspections on the property from time to time while there are construction works taking place or if the property is undergoing alterations. The Estate Manager does not need specific permissions from the home owner to perform these inspections nor does he need permission to take pictures of the property. However permission will be sought for the same where possible. The Estate Manager has the right to perform these tasks without hindrance, threatened or threats of trespassing charges laid against him for doing so.

3.13 Housekeeping transgressions including, but not limited to the following, will be automatically penalised, without the requirement of a courtesy notification, provided that one prior notification has previously been issued to the registered owner:

- 3.13.1 Failure to clean the access road of debris, stains or refuse
- 3.13.2 Failure to re-erect the shade net screen at the end of each day
- 3.13.3 Failure to relocate any newly delivered materials from any vacant stands or the sidewalk by the end of each day

*The above requires to be met on a daily basis, regardless of the main contractor being present.

Suitable supervision must be present on site at all times in order to ensure that the site is in accordance with the prevailing Rules and Guidelines at the end of each day, whereby such party responsible for the supervision is responsible for the actions and deliveries of third parties, sub-contractors, etc.

Prior to the completion of the plinth and the pouring of concrete thereon, the responsible building contractor requires to contact the Estate Manager in order to review the height of the plinth. The HOA maintains the authority to issue a stop order on works should the plinth exceed 585mm.

4. SECURITY PROTOCOLS - Access Control

4.1 All residents and Tenants are to immediately report lost access cards through the managing agents. Lost cards pose a security risk if found and not suspended. A Fine of R 500.00 will be applied should an access card be lost and not reported within 24 hours. A replacement card will not be issued until such time as the fine for the lost card has been paid. Should an access card be lost and then found, the card can always be reactivated.

4.2 It is the owners/ landlords responsibility to effectively manage their tenants and change of tenants. They must advise the managing agents when their tenants are moving out, if the access cards have been handed back in or if they must be suspended. They must then, prior to the new tenant moving in, provide the managing agents with the tenants full details, date of move and how many access cards they will need and if any existing

cards have been provided to them. If the owners are not sure which specific cards have been handed to them they will need to drop them at security to be tested and re-labelled.

- 4.2.1 Full background checks on tenants are required, inclusive of credit checks and where possible, criminal record checks. Evidence and outcomes of such checks are to be submitted to the managing agents prior to signing any lease with the tenants, and providing access thereto.

Any individuals deemed to potentially contradict the nature of a suitable and positive tenant, or have any potential to disturb the Estate's Members, Estate Security, or the lifestyle and prevailing rules and guidelines of the Estate, may be turned down as tenants by the Managing Agents, or inspected at the Board of Directors' discretion. Such is in order to protect the landlord, the Association, and the members of the Estate.

Such measure is in order to protect the Estate and security thereof, and to prevent any petty crimes.

- 4.3 Residents may not, under any circumstances, grant their visitor's access by swiping their access cards, circumventing the access control measures. The visitors are to be vetted according to procedure. Any Resident found to transgress such protocol shall immediately be fined R500.00.
- 4.4 Under no circumstances may a resident, visitor or contractor tail gate and enter the estate without signing in or swiping their access cards. Any such action will result in the immediate fine of R500.00 to the registered owner of the house to which the visitor or contractor is attending, or in which the resident resides.
- 4.5 Should a resident be transporting construction workers, they must please follow the protocol applicable to contractors. All construction workers and labourers entering **and exiting** the estate must be recorded by the security personnel, **and do so via the correct, prescribed gate.**
- 4.6. In the event that a member has had their access privileges suspended, they forfeit the entitlement of the use of the access control which is reserved for members in good standing and or those who are contributing to its operation costs through payment of the levy.
- 4.6.1 Access Cards Suspended, the member is required to make use of the visitor's lane and sign the access register each time they enter or leave the estate, for the duration of the period that his card is lost or suspended. Should the resident fail to comply with this protocol, fines will be applicable.
- 4.6.2 Should a member's intercom be suspended, the visitor at the gate house, using their own mobile phone must announce themselves to the resident. The resident must then make their way to the gate house and confirm to the guards that they may enter. The guards may not accept phone calls from the resident nor may they use the visitors mobile to speak to the resident. **An administration fee shall be charged for the deactivation and reactivation of such privileges.**

5. FINES & PENALTIES

The Boards of Directors have determined that the minimum fine will increase from R250 to R500.

New Items

New Item After 1.10

- 1.11 R500 per week after identification and request to a Member for the installation of a prohibited element of the build, such as an electric fence, and a further R500 per week for the entire period during which the prohibited items remains within the build and fails to be removed.

New Item after 1.14

- 1.15 A one-off R2,500 Fine where a Member, tenant, visitor, employee or building contractor conducts any type of mechanical/vehicle repairs anywhere in the Estate, inclusive of private driveway, sidewalks, road carriageway, vacant stands and common property, and, thereafter, R500 per week for ongoing non-compliance.

New Item after 1.14

- 1.16 R500 per week per incident where a prohibited or unlicensed vehicle is driven anywhere within the Estate whether by a qualified, unlicensed or under-age driver, and automatic suspension of the member's privileges of membership should the fine remain unpaid or if there is a repeat offence.

New Item after 1.14

- 1.17 Suspension of member privileges and R500 per week per incident where after identification and request to a Member for the installation of a prohibited element of the build, such as an electric fence, to be removed or otherwise rectified, and a further R500 per week for the entire period during which the prohibited items remains within the build and fails to be removed.

New Item after 1.18

- 1.19 A one-off R2,500 Fine where a Member makes use of any Fire Hydrant/fire extinguisher within the Estate for any other use save for emergency purposes related to the safety of persons or property on the Estate. Should the equipment become unusable or otherwise damaged thereafter, the member will be liable for the associated repair/replacement costs thereof.

New Item after 1.18

- 1.12 R500 Fine where a Member causes any type of damage to any part of the common property, roadways, or areas surrounding or within privately owned property. Further, the member will be responsible for the costs of repairing the damage caused or the replacement where necessary.

New Item after 1.18

- 1.21 R500 Fine for any type of anti-social behaviour by any member, their family, friends or visitors, staff or otherwise.

New Item after 3.7

- 3.8 A one-off R2,500 Fine where a Member, his Building Contractor, or any other party otherwise associated with the build of a new dwelling, or alterations to an existing dwelling, for the failure to comply with any specified architectural rule, or notification of architectural transgression, and a further R500 per week for the entire period during which the prohibited items remains within the build and fails to be removed.

New rules to follow from 3.24:

- 3.25 R2,000.00 fine per week where the building contractor fails to erect suitable shade net screening on all four sides of the building site, following the site handover. The owner will be notified of the absence of shade netting, following which a 24 hour grace period will be afforded to have the shade net screen erected, where after the penalty will be imposed. Further building works will be suspended until such time as suitable screening is installed.
- 3.26 R500.00 fine per incident where a building contractor fails to suitably repair a shade net screening, where same is not adequately supported and comes loose repeatedly. One written notification shall be issued prior to the automatic implementation of fines.
- 3.27 R500.00 fine for each incident that the building contractor fails to re-erect the shade net screen at the end of each working day.
- 3.28 In keeping with the Association specifications on shade net screening, the Association reserves to right to instruct the replacement of alteration of installed screening, should same not meet these specifications. Further building works will be suspended until such time as the screen is suitably rectified.
- 3.29 R5,000.00 fine for commencing with any building works or site establishment without the prior written consent of the Homeowners Association, and completion of a site handover with the Estate Manager. The Homeowners Association is to be contacted to arrange site handover.
- 3.30 R500.00 per incident that contractor's vehicles, equipment or machinery are left on site outside of business hours, over-night or over weekends.
- 3.31 R2, 000.00 fine for the execution of any unapproved blasting, without the prior consent of the Homeowners Association, and without the relevant documentation being submitted a minimum of two working days in advance.

Amendment to Rule 1.5

- 1.5. R650 per event to grass cut or tidy a vacant stand *or stand under construction* where the Association was required to undertake such works after the failure of the registered owner to respond to the formal notice of demand to attend to such works.

Amendment to Rule 1.7

- 1.7 A one-off **R2,500** Fine where a Member continues to park *any vehicle*, caravan, boat, *or any type of* trailer, or other moveable or temporary objects identified by the Estate Manager *on any vacant stand/ adjacent property/ common property/ road/ sidewalk/ driveway*, where a warning has been issued and, thereafter, **R500** per week for ongoing non-compliance.

Amendment to Rule 1.8

- 1.8 **R500** per week after identification and request to a Member to remove any rubble, refuse, garden refuse, or similar dumped by a Member on the sidewalk outside of the Member's property, on any other *adjacent property, vacant stand, sidewalk* or in the public spaces *of the Estate*.

Amendment to Rule 1.12

- 1.12 A one-off R500 fine and thereafter R25 per individual point of access via the Estate Gate Houses where a Member refuses to purchase an access card, *or fails to comply with the protocols in place in the absence or suspension of existing access cards.*

Amendment to Rule 1.13

- 1.13. A one-off R2,500 fine for the on-going disregard for any of the Association rules, *non-compliance with rules and requests/instructions to remedy/comply*, and failure to rectify any specific individual rule or request by the Thorn Valley Estate Home Owners Association and, thereafter, a further fine of R500 per week for the on-going non-rectification of the matter.

Amendment to Rule 3.16

- 3.16 R2,500 for any illegal service connections or the stealing of water or electricity from another site, plus the immediate dismissal from site where all access to site will be suspended until the fine has been remitted, together with the Association administration fees. The Local Municipality and Authorities will be alerted of such illegal connections, and the responsible party will be dealt with accordingly. The HOA will provide photographic evidence of the connection if requested.

Amendment to Rule 2.1.

R5,000 once-off fine for commencing building activities prior to official plan approval, either by the Thorn Valley Estate Home Owners Association or the Local Authority. Alternatively where building activities have commenced prior to a Homeowners Association Site hand over has not been conducted. Thereafter, R1,000 per week for continuance of the illegal building activities

Amendment to item 3.13

- 3.13 R500 for failure to clean site by end of each working day, inclusive of re-erecting the shade netting.

New Item

R1,000.00 fine for disregard of the access control procedure where the member has either tail gated; incorrectly transported builders into the estate; or where they were not announced to security. Alternatively, where a member provides access to their visitor using their access card in an attempt to circumvent the access control procedures. Finally, in the event where a member refuses to sign the access register as their card has been suspended or if the card has been lost.

New item

A fine of R100.00 and immediate dismissal of any construction worker that does not wear a coloured bib or overalls.

New Item

A R500.00 fine for not reporting a lost access card to the Managing Agents.

New item

A fine of R2,500.00 for damaging any property on the Estate and failing to report it to the Estate or security manager

New Item

Immediate disqualify and a Fine of R200.00 per construction worker caught on the Estate without an ID.

New Item

A R500 fine per reported incident of incessant barking by a resident's dog(s), when the resident has received one notification from the Association to rectify same. The ongoing failure to suitably remedy such behaviour shall result in a R1,000.00 fine per month until such time as the behaviour is suitably remedied and complaints cease.

New Item

A R500.00 fine per incident per individual builder/staff member/employee urinating outside of the designated WC facility and/or changing outside of a suitably screened area, designated for changing facilities for staff on a stand under construction.

New Item

A R1,000.00 fine per incident of any littering on the common property or damage to the property or facilities thereon.

New Item

R1,000.00 per recorded incident of verbal/physical abuse, threat or assault on any other member, Association representative, Security staff, the Estate Manager, the Managing Agency as a whole, or any member or representative thereof.

New Item

R500.00 per incident of the use of power tools, noisy gardening equipment, and so forth, outside the prescribed hours for use thereof.

New Item

R1,000.00 per recorded incident of trespassing on any vacant stand, stand under construction, or otherwise private property, as owned by another member, and access without the consent thereof.