



CORNWALL HILL HOMEOWNERS ASSOCIATION

***CODE OF CONDUCT
AND ESTATE RULES***

NOVEMBER 15, 2012

INDEX

A GENERAL

1	Introduction	5
2	Interpretation	5
3	Objectives	9
4	Rules and regulations	9
5	Membership of the Association	10
6	Finance	11
6.1	Levies	11
6.2	Budget	13
6.3	Reserve Fund	14
7	Estate Manager	14
8	Environmental Management	14
9	Architectural and aesthetic standards	17
10	Maintenance	19
11	Security	19
12	Access control	20
12.1	Residents	20
12.2	Visitors to residents	21
12.3	Other visitors	22
12.4	Domestic workers etc.	22
12.5	House alarms	23
12.6	External gates	23
12.7	General	24
13	Tenants, visitors, contractors and employees	25
14	Streets and streetscapes	26
14.1	Streets within the Estate	26
14.2	The streetscapes	29
15	Good neighbourliness	32
15.1	Business rights	32
15.2	General conduct of Residents	33
15.3	Domestic Washing	34
15.4	Refuse Removal	34
15.5	Fireworks and Firearm use	36
16	Animals	36
16.1	Horses	36
16.2	Pets	38
16.3	Other livestock	40
17	Advertisement and name boards	40
17.1	Name boards	41
17.2	Advertisement boards	41
18	Letting and reselling property	42
19	Conditions incorporated in a Deed of Sale	43
20	Conditions incorporated in the Deed of Transfer	43
21	Conditions to be incorporated in a Lease Agreement	46

22	Fines	47
23	Notices	48
24	Indemnity	49
25	Dispute procedure relating to application and execution of these rules and Member accounts	50
26	Dispute procedure relating to complaints, grievances, quarrels and matters of discontent and all matters relating to the relationship between Members and the BOD	50
27	Costs relating to mediation and arbitration	52

B ARCHITECTURAL GUIDELINES

1	Procedure for the approval of building plans	54
2	Town planning controls	55
2.1	General	55
2.2	Density	55
2.3	Floor area ratio	55
2.4	Coverage	55
2.5	Height restriction	55
2.6	Building lines	56
2.7	Time limits for construction	56
2.8	Completion	56
2.9	Occupation certificate	57
3	Treatment of stands boundaries	57
3.1	Treatment of street boundaries	57
3,2	Edge between river and residential areas	58
4	Prohibited building materials	58
5	Miscellaneous architectural guidelines	58
6	Architectural guidelines	59
6.1	Roofs	59
6.2	Roofing materials and colours allowed	59
6.3	Walls	60
6.4	Windows	60
6.5	Doors	61
6.6	Verandahs, porches and pergolas	61
6.7	Landscaping	61
7	Approval, building deposit and rules	62
8	Explanatory notes	62
8.a	Procedure	63
8.b	Aesthetics	64
1	Exterior finishes	64
2	Roofs	65
3	Building elements	65
4	Miscellaneous items	66

**C CONDITIONS WITH REGARD TO BUILDING ACTIVITIES AND
THE REGISTRATION OF CONTRACTORS, SUB-CONTRACTORS,
SERVICE PROVIDERS, DOMESTICS AND GARDENERS**

1	Introduction	68
	Legal status	68
2	Preconditions	69
3	Registration	70
3a	Contractors and sub-contractors	70
3b	Maintenance	70
3c	Deliveries	71
3d	Service providers	71
3e	Domestics and gardeners	72
4	Construction phase	73
5	Estate hours and contact info for contractors	74
6	General Conditions	75

D CREDIT POLICY

1	Registration	77
1a	Clearance certificates	77
1b	Consent	78
2	Levies	78
3	Arrears	78
3a	ITC and Attorneys fees	78
3b	Hand over process	79
4	Queries	79
5	Sectional title units	79
6	Debit orders	80
7	Double levies	80
8	Unbuildable stands	80
9	Building deposits	81



A GENERAL

1. INTRODUCTION

1.1 The "Code of Conduct and Estate Rules"(the Rules) set out in this document are issued by the Cornwall Hill Home Owners Association (CHHOA) in terms of the powers conferred to and the authority vested in the Association stipulated in its Memorandum of Incorporation.

1.2 It is hereby notified for general information to all members that the Rules were passed by a special resolution taken at a general meeting held at Pretoria on November 8, 2006 and amended on September 16, 2009, February 24, 2010 and November 15, 2012 by special resolutions taken at general meetings. These Rules repeal and replace *in toto* any and all Rules published prior hereto.

2. INTERPRETATION

2.1 The headings contained in the articles are intended for reference purposes only and shall not be taken into account in the interpretation thereof. In the interpretation of the articles the words contained in the first column of the table set out below shall bear the meaning set out opposite each of them in the second column thereof, unless the contents or context otherwise requires.

	Words	Meanings
2.1.1	“the Act”	the Companies Act, 2008, including any amendment, consolidation or re-enactment thereof;
2.1.2	“the Association” or “HOA”	Cornwall Hill Home Owners Association NPC (Non Profit Company)
2.1.3	“BOD”	The Board of Directors;
2.1.4	“the Chairman” or “the Deputy Chairman”	the Chairman or the Deputy Chairman of the Board of Directors;
2.1.5	“common facilities”	recreational facilities, security facilities, parking facilities, gardens, terraces and other common areas and facilities forming part of the property and which are intended for the shared use of members and their respective invitees;
2.1.6	“the Company”	the Company as constituted by its Memorandum of Incorporation;
2.1.7	“the Directors”	The Directors for the time being of the Association and the Alternate Directors thereof or, as the case may be, the Directors assembled at a meeting of the Board of Directors at which a quorum is present;
2.1.8	“electronic communication”	A communication in terms of data messages as provided for in the Electronic Communications and Transactions Act No. 25 of 2002;
2.1.9	“e-mail”	An electronic mail, a data message used or intended to be used as a mail message between the originator and addressee in an electronic format;
2.1.10	“erf”	Any subdivided portion of the Estate

	Words	Meanings
2.1.11	“Estate”	transferred or transferable into the name of a person and precludes a plot; Portions of Portion 338 of the farm Doornkloof 391, Registration Division J.R., Gauteng including Irene X9 and Irene X10 referred to in full as Cornwall Hill Country Estate;
2.1.12	“general meeting”	an annual general meeting or a general meeting of the members of the Association;
2.1.13	“in writing”	Written or reproduced by any substitute for writing, or partly written and partly so reproduced and including printing, typewriting or lithography or any other mechanical process, or partly one and partly another; including the reproduction of a signature through these methods, and “signature” has a corresponding meaning.
2.1.14	“the Estate Manager”	The Estate Manager (if any) appointed in terms hereof from time to time;
2.1.15	“Member”	A Member of the Association;
2.1.16	“MOI”	The Memorandum of Incorporation as per the new Companies Act 2008;
2.1.17	“the office”	The registered office of the Association;
2.1.18	“owner”	A registered owner of an erf or a plot;
2.1.19	“Person”	A natural person or any company incorporated or registered under law and any body of persons corporated or incorporated, with legal personality under the laws of South Africa;

	Words	Meanings
2.1.20	“plot”	An erf exceeding 5000m ² in extent;
2.1.21	“property”	An erf or plot within the Estate registered in the name of a Member;
2.1.22	“the register”	The register of members of the Association;
2.1.23	“resident”	Any person living on the Estate on a permanent basis irrespective of whether such person is a member of the Association.
2.1.24	“the Rules”	The <i>Code of Conduct and Estate Rules</i> made by the Directors in terms of the articles as they apply from time to time;
2.1.25	“the secretary”	The secretary of the Association for the time being;
2.1.26	“stand”	Collective term referring to an erf or plot;
2.1.27	“South Africa”	The Republic of South Africa or the territory comprised therein from time to time;
2.1.28	“works”	Construction work of any sort in relation to any improvements, alterations or maintenance within the Estate or any portion thereof which shall include construction of all buildings, outbuildings, structures of any nature, swimming pools, tennis courts, walls, fences, paving and landscape architectural features;
2.2	Unless the context otherwise requires:	

- 2.2.1 Words importing the single number shall include the plural number and vice versa;
- 2.2.2 Words importing the masculine gender shall include the feminine gender;
- 2.2.3 Words importing natural persons shall include firms and corporate bodies;
- 2.2.4 The word “meeting” shall include an adjourned meeting;
- 2.2.5 Any reference to any provision of the Act shall include such provision as it may be modified from time to time.
- 2.3 Subject to Article 1.1, any word or expressions defined in the Deeds Registry Act, 1937 or in the Act shall, unless the context otherwise requires, bear corresponding meanings in these Articles.

3. **OBJECTIVES**

The objective of the Association is to protect the communal interest of Members, Residents, occupants and other users of stands in the Estate and the provision of a high quality lifestyle.

4. **RULES AND REGULATIONS**

- 4.1 The intention of the Rules is to cater for the protection of the envisaged lifestyle of members of the Association and Residents of the Estate. Such Rules may only be altered by way of a special resolution taken at a general meeting, and includes the process to amend or revoke any of the Rules which include architectural guidelines, contractual procedures, environmental guidelines and security rules. The Directors may from time to time appoint sub-committees to advise and make recommendations to the BOD for final approval at a general meeting.

4.2 The Rules are binding upon all Members and Residents of erven or plots of the Estate. Members, Residents, occupants and tenants are also bound by any decision of the Directors in interpreting and enforcing the Rules.

4.3 The provisions of the Association's Memorandum of Incorporation are incorporated herein, *mutatis mutandis*, as if specifically repeated, and in the event of a different interpretation between any of the provisions of the Association's Memorandum of Incorporation and these Rules, the provisions of the Memorandum of Incorporation will prevail.

5. **MEMBERSHIP OF THE ASSOCIATION**

5.1 Membership of the Association is limited to owners of stands and no one else other than these persons is entitled to membership of the Association;

5.2 Every person who receives transfer of an erf or plot within the Estate shall upon registration of transfer automatically become a member and is bound by these Rules and the Memorandum of Incorporation as incorporated;

5.3 Where two or more persons are joint owners of a stand, all the registered owners of that stand are deemed to be one member of the Association.

5.4 No Member can resign as a member of the Association; neither may his membership be terminated by the Association except as provided for in the Memorandum of Incorporation.

5.5 A Member who ceases to be the registered owner of a stand will no longer be a member of the Association.

5.6 A clearance certificate for any monies due to the Association must be obtained from the Association before the transfer of any property in the name of a third party can take place.

5.7 A Member is not entitled to sell or transfer a stand or any right therein unless it is a condition of the deed of sale that the purchaser automatically becomes a Member of the Association.

5.8 If a Member is a company, body corporate, trust, close corporation, partnership or any other legal entity whose shares, members' interest or any other interests are held by another person and such person sells, transfers, donates, bequeaths or in any other way alienates such shares, members interest or any other interest to a third party, a clearance certificate must be obtained as provided for in Rule 5.6 above.

6. **FINANCE**

6.1 **Levies**

6.1.1 The BOD must from time to time determine the levies payable by the Members for the purpose of meeting the total operating costs of the Association, or to which the Directors reasonably anticipates the Association will be put in the attainment of its objectives or the pursuit of its business. Such levies will be a result of proposals to and discussion of operating costs presented to a general meeting.

6.1.2 The Directors must determine the amount of the levies payable in accordance with the Deed of Title registered in such Member's name or any subdivision or consolidation thereof.

6.1.3 Levies must be paid in equal monthly instalments, due in advance on the first day of each and every calendar month of each financial year. Any amount levied by the Association on Members is a debt due to the Association.

- 6.1.4 Every Member is encouraged to sign a debit order in favour of the Association in order to procure the payment of any amounts which may be due to the Association for whatsoever reason.
- 6.1.5 Arrear levies or other debts due by Members to the Association bear interest from the date upon which the debt became due to the Association until the date upon which it is paid at a rate which at all times and from time to time is chargeable upon arrear levies, provided that such rate of interest shall not exceed the rate prescribed in terms of the National Credit Act, No 34 of 2005.
- 6.1.6 The Directors may, in their sole discretion, decide which rate of interest shall be applicable to any outstanding debt. All such interest shall be calculated monthly and compounded until such debt is paid. In addition, an administration fee will be levied in instances where Members' debt is being recovered with the assistance of a service provider.
- 6.1.7 In the event of a dispute concerning that rate, it will be proved by a certificate given by the Estate Manager and it will not be necessary to prove the appointment of the said person to the said office.
- 6.1.8 The obligation of a Member to pay a levy and interest shall cease upon his ceasing to be a Member of the Association without prejudice to the Association's right to recover any arrear levies, debt or fines and interest thereon which may still be outstanding.
- 6.1.9 No levy or interest paid by a Member shall under any circumstances be repayable by the Association to any Member after ceasing to be a Member.

6.1.10 A Member's successor in title to any stand will be liable as from the date upon which he becomes a Member pursuant to the transfer of that land and to pay the levy and interest attributable to that stand.

6.1.11 A Member is not entitled to vote at any meeting of members of the Association nor may he be appointed as a Director of the Association while any amount due to the Association is in arrear irrespective of any dispute relating to such debt.

6.2 **Budget**

6.2.1 The Directors must, not less than 30 (thirty) days prior to the end of each financial year, or as soon thereafter as is reasonably possible, prepare and serve upon every Member at the postal, residential or e-mail address chosen by him an estimate in reasonable detail of the amount which in the discretion of the BOD will be required by the Association to meet the expenses and obligations during the following financial year. Any estimated deficiency which may result from the preceding year must be specified separately. The Directors may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature and specify the contribution payable by each Member to such expenses and reserve fund.

6.2.2 The Directors may from time to time impose special levies upon a Member or groups of the members in respect of expenses as are mentioned in paragraph 6.1 above and may in imposing such levies determine the terms of payment thereof. Such levies will be a result of proposals to and discussion of special expenses presented to a general meeting.

6.3 **Reserve Fund**

A general meeting of the Association can approve the collection of levies to establish a reserve fund to provide for emergency expenditure and future capital expenses.

7. **ESTATE MANAGER**

7.1 The BOD may from time to time, and shall if required by the Members of the Association at a general meeting, appoint in terms of a written contract an Estate Manager to control, manage and administer the Association and to exercise such powers and duties as may be entrusted and delegated to the Estate Manager, including the power to collect levies.

7.2 The Estate Manager is delegated by the BOD in terms of the Articles of Association to issue spot fines in order to enforce compliance with these Rules. Fines will be added to the monthly levy in case of non-payment. In the event of a dispute of fact, such dispute shall be determined in accordance with the procedures set out in Rule 25 and 26.

8. **ENVIRONMENTAL MANAGEMENT**

Members, Resident and occupants of property shall at all times comply with the Environmental Management Plan (EMP) and the Risk Management Plan (RMP) which forms part of the record of decision which *inter alia* pertains to the following conditions:

8.1 No rubble or refuse may be dumped or discarded in any public area or open / vacant stand. Contravention hereof is punishable with prosecution by way of the applicable by-laws of the

Municipality. Further, the Association will remove the rubble or refuse and in the case where the perpetrators are known, will do so at the cost of the perpetrator, such costs to be automatically levied to the levy account of the Member from whose stand the rubble originates.

- 8.2 It is required that Members and Residents leave open spaces they visit in a cleaner condition than it was found. Residents are requested to develop the habit of picking up and disposing of any litter encountered in the open spaces. The Association will supply and service bins in such areas for this purpose.
- 8.3 Flora may not be damaged or removed from any public area.
- 8.4 Natural fauna of any nature may not be killed, trapped or harmed in any manner in any part of the Estate, be it by people or by pets.
- 8.5 Members and Residents are responsible for maintaining trees, plants and shrubs planted on their kerbsides by the Association or Municipality. In the event of damage to same, or the demise thereof, the Member or Resident is requested to notify the Estate Manager, in order to have it replaced or treated. Costs could be attracted by the Member if damage was caused by the Resident, his family members, visitors or employees.
- 8.6 Members and Residents are obliged to maintain a high standard of garden frontage and kerbside maintenance. Lawn must be kept short and edges trimmed. Hedges must be suitably shaped and may not consist of poisonous or pungent plants. Guidelines are obtainable from the Estate Manager.

- 8.7 Members and Residents must ensure that declared noxious flora is not planted or growing in their gardens as well as to adhere to the Indigenous Plants and Protection Act, Act 185 of 2000 and any regulations issued thereunder and as amended or replaced from time to time.
- 8.8 Swimming pool water may not be discarded onto the green areas but must be channelled into the storm water system. Permanent ducting has to be installed by Members and Residents who install pools on their premises.
- 8.9 Trimming of veld grass is mandatory and is an express condition of the purchasing of a stand on the Estate. Trimming must be done on a regular basis, i.e., as soon as the grass reaches 60cm (2 foot) in height; it has to be trimmed immediately. Trimming by Members or Residents must be done to the satisfaction of the Association. The Estate Manager should be informed of the fact that the owner has trimmed the grass on his/her stand and will inspect the premises to ascertain if it conforms to the Rules. Grass taller than the prescribed height which the Member or Resident neglects to trim despite notice from the Estate Manager to do so, will be trimmed by the Association and the expense relating thereto will be added to the monthly levy.
- 8.10 If the length of the veld grass is not maintained on vacant stands, the Association reserves the right to clean the stands at the Member's expense as regularly as it causes threat of fires and a major security risk, without notice to the Member.
- 8.11 Members and Residents may make use of open spaces or public areas entirely at their own risk at all times, notwithstanding that areas may or may not be maintained and/or supplied with facilities

by the Association. Where facilities are provided, making use thereof is at the users own risk. Members and Residents are required to ensure that these facilities, as common property, are not abused.

- 8.12 Due to the dolomite nature of the Estate's soil conditions, it is incumbent on the BOD to ensure that a Risk Management Plan (i.e. storm water drainage; tests performed for leakage of water supply pipes; test for leakage of sewer) is in place and that proper governance in accordance with the RMP is exercised. For this reason an annual report by Owners/Residents on risk management of properties will be completed and submitted to the office of the Estate Manager. In the event of an Owner/Resident not submitting this report after a reminder to do so was issued by the office of the Estate Manager, the BOD will have the right to instruct a competent person or institution to complete such report for that Owner/Resident's respective property and to debit the Member's account with such costs.

9. **ARCHITECTURAL AND AESTHETIC STANDARDS**

- 9.1 All building plans should be in accordance with the Design Standards Guide applicable to the Estate, and must be approved by the HOA /BOD.
- 9.2 The prescription in 9.1 applies to any additions and alterations to the building process and to existing structures as well. Non-compliance could lead to building operations being halted if not cleared with the Estate Manager.
- 9.3 The HOA /BOD must approve all garden walls and fencing with regard to both material and details. Particular attention will be

paid to high walls screening the entire frontage of properties in order to comply with security requirements.

- 9.4 All television aerials should be concealed and not externally visible. The position, size and placement of satellite dishes must be approved by the HOA /BOD.
- 9.5 Lean-To's and temporary carports will not be allowed.
- 9.6 Roofing materials for patios, carports and outbuildings must be approved by the HOA /BOD.
- 9.7 All construction containing shade cloth must be approved by the HOA /BOD.
- 9.8 The building deposit specified in the Contractors Code of Conduct is subject to retention of an amount to be decided by the BOD from time to time in the event of the contractor/sub-contractor/service provider or their employees being the cause of security breach.
- 9.9 A Member or Resident that carries out any form of building activities on their property, whether it is full time or part time will be classified as an "owner builder".
- 9.10 "Owner Builders" will be classified and regarded as "contractors" until all building activities have been completed, (whether the owner makes use of part time or full time building contractors) and will obey all the Rules of the Estate with regards to building activities. Members or Residents are not allowed to abuse their status as Home Owners to complete any form of building activity

that may cause a disturbance or nuisance to neighbouring Residents. This is unconditional and no exceptions will be made.

10. **MAINTENANCE**

The Directors may, without prejudice to any other rights of the Association:

10.1 Whenever they consider that the appearance of any land or building on the property owned by the Member is unsightly or injurious to the amenities of the surrounding area or property generally, serve notice on such Member to take steps as may be specified in the notice to alienate such unsightly or injurious condition within a stated period.

10.2 Should a Member on whom notice in terms of 10.1 is served fail to take such steps as may be specified in the notice within the stated period, instruct the Estate Manager to take such steps as may be necessary to alienate such unsightly or injurious condition and to recover the costs of so doing from the Member concerned which costs shall be deemed to be a debt owing to the Association.

10.3 From time to time to determine the routine maintenance requirements of the open spaces and to instruct the Estate Manager to attend to such maintenance requirements on behalf and at the cost of the Association.

11. **SECURITY**

11.1 The security of the Estate is one of the core objectives of the Association. This objective is accepted by all the Members for

their personal security and is essential to their quality lifestyle and the protection of their property.

11.2 All Members are obliged to adhere to all the Rules pertaining to security and furthermore accept that security is paramount to Member's comfort or their convenience.

11.3 All Members are responsible for ensuring that their families members, tenants, visitors, friends and all their employees as well as contractors rendering any service to such member shall abide by these Rules.

11.4 It is paramount that no walls abutting the perimeter fences to be built as well as any structures, fences or side walls without the permission of the BOD.

12. **ACCESS CONTROL**

Access to the Estate may be denied to anyone if, in the opinion of the Estate Management and Estate Security, such access may pose a threat to any person or property or the proper orderly functioning of the Estate.

12.1 **Residents**

12.1.1 Residents must have their fingerprints registered, which will be administered at the security or Association's offices at the costs of the Members.

12.1.2 Should Residents enter the Estate without such a fingerprint clearance, they will be handled as a visitor via the designated "visitors" lane.

12.1.3 New Residents, until registered for fingerprint clearance, will be handled as a visitor via the designated “visitors” lane.

12.1.4 Residents are requested to treat all security officers in a cooperative and patient manner. No “outbursts” or any form of verbal abuse towards security officers will be tolerated.

12.1.5 Residents may apply to the HOA to register additional persons as regular visitors (other than customers etc. of the Resident as described in 12.3 herein under) at a cost to the Member or Resident. The Resident and visitor must complete and sign the prescribed application form.

12.2 **Visitors to residents**

12.2.1 Visitors to Residents must complete the register, receive a visitor’s card upon entering the Estate and shall return the visitor’s card upon leaving the Estate. All visitors shall comply with the instructions of the security personnel at the gate.

12.2.2 Visitors to Residents must return the visitor’s card on egress, failure to do so will result in security refusing exit. The visitor will at all time comply with the instructions of the security personnel at the gate.

12.2.3 Security personnel will not allow access to any visitor under the influence of alcohol, drugs or any other suspicious circumstances.

12.2.4 In the event of a Resident expecting a large number of visitors where more than 10 (ten) motor vehicles may enter the Estate, the Estate Manager or Head of Security shall be informed prior to this event to ensure that proper arrangements regarding access

control, parking and other security considerations may be made, failing which access could be delayed when visitors require to enter the Estate.

12.3 **Other visitors**

12.3.1 Prospective Buyers – Prospective buyers will only be allowed into the Estate if accompanied by an authorized estate agent.

12.3.2 Sightseers / Monument visitors – These people will be treated as day visitors.

12.3.3 Taxi's – A taxi may only enter the Estate if the Resident concerned has made prior arrangements. Only the driver and the visitor will be allowed access and/or egress. In the event where the taxi has other passengers already travelling in the vehicle, all such other passengers must exit the vehicle and remain at the front gate when the taxi enters the Estate.

12.3.4 Customers – A customer of a Resident will be treated as a day visitor. In exceptional circumstances Residents may apply to the Estate Manager to register these customers as regular visitors (see 12.1.5). The BOD is authorized to determine the conditions under which such registration will be allowed. The Resident and the customer must complete and sign the prescribed application form.

12.4 **Domestic Workers / Domestic Worker's spouses / Gardeners (full time) / Grooms (full time)**

12.4.1 The Resident must complete the required application / registration forms at the security offices with all required documentation.

12.4.2 Permanent domestic employees, their spouses, full time gardeners and full time grooms will be issued with a clip-on laminated ID card that must be carried at all times, failing which they will not be allowed to enter the Estate.

12.5 **House alarms**

12.5.1 All Residents are advised to install an alarm system linked to the security control room.

12.5.2 Alarm systems must be installed by an accredited supplier. In order to ensure alarm system standards within the Estate, the specification for such an installation should be obtained from the Association's offices prior to installation.

12.5.3 The Association procures security services and alarm response from a service provider. Residents are not allowed to acquire the services of external armed reaction units, as no company other than the Association's appointed armed reaction unit will be allowed within the Estate.

12.5.4 Alarm monitoring fees are excluded from monthly levies and will be separately levied. The armed reaction service is included in monthly levies.

12.6 **External gates**

12.6.1 Residents living on property adjacent to the river, grassland, and quarry area may not install any form of gate in the boundary fence to access the river or grassland or quarry area.

12.6.2 If permission was granted for a gate, certain conditions apply such as design standards, locks, electrification, alarm links to front gate etc., as adopted by the Association. All costs incurred for this operation will be for the Member Resident.

12.6.3 If a Resident does not ensure proper access control or installation standards on such a gate and it is found that it poses a security risk to the Estate, the Estate Manager or BOD reserves the right to permanently close the gate without notice.

12.7 **General**

12.7.1 No Resident will be allowed to have a night-watchman on the premises before, during or after building has been completed. A resident may on successful application to the Estate Manager make use of an accredited security company as appointed by the Association to post a security officer on the premises at the Member's expense.

12.7.2 In certain circumstances where stables are built before the main dwelling and horses are occupying the stables, the Member may have the full time groom living on the premises. All Rules in section 12.4 apply.

12.7.3 Residents are advised to inform the Estate Manager or Security if they will be away from their premises for a period of longer than 4 days. Full details must be provided of the person/s that will be occupying the premises during that time, if any.

12.7.4 Members/Residents living on property adjacent to Estate boundary or river/quarry/grassland perimeter will ensure that a minimum area of 1.5m on **the inside** of the brick wall or palisade

fence be kept clean of any flora to ensure that electric maintenance (patrols outside, repairs, growth inhibiting chemicals sprayed etc.) can be carried out.

12.7.5 No Resident may refuse access to their property if any form of maintenance (preventative or current) must be carried out to the boundary wall / palisade fence or security related equipment (solar panels, energizer boxes etc).

12.7.6 Repairs and maintenance times will be coordinated with the HOA. Residents must be cooperative regarding any fence/wall related issues, as malfunction and/or disrepair poses a major security risk and impacts on all Residents within the Estate.

13. **TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

13.1 Should any Member let his property, the Association shall be notified in writing and in advance of the intended occupation by a lessee. The Member will supply the name of the Lessee, personal information of the lessee such as ID number and alternative contact address, as well as the period of effect of such lease. The onus rests on the Member to inform the Lessee of the Rules and it is obligatory to have the Rules made an express condition of the lease agreement as stipulated in Rule 21. The Lessee MUST be bound to adhere to these Rules. If the contract does not so provide the Member will however be liable for the conduct of the Lessee as if he, himself acted in a manner contravening these Rules.

13.2 The Resident as well as any occupant of any property within the Estate are liable for the conduct of their family members, visitors,

contractors, employees and must ensure that such parties adhere to the Rules.

- 13.3 Every Member and Resident must ensure that contractors in his employ adhere to the stipulations of the Rules regarding contractors.

14. **STREETS AND STREETSCAPES**

14.1 **Streets within the Estate**

The streets of the Estate are for the movements of all Residents, whether by foot or mechanical means. Cars are considered to be part of the street environment, but not necessarily the dominating factor.

- 14.1.1 Pedestrians and horses always have right of way.

- 14.1.2 The speed limit is restricted to **50km per hour**, in accordance with the regulations of the Road Traffic Act, Act 75 of 1984 or as indicated on signage along the roads.

- 14.1.3 The Road Traffic Act of South Africa is applicable on the roads of the Estate and all Residents are subject to the provisions thereof.

- 14.1.4 Parents are solely responsible for their children playing in the streets of the Estate.

- 14.1.5 Parking on sidewalks and in the street opposite traffic islands is not allowed.

- 14.1.6 Pedestrians may cross streets at designated crossings in the Estate. Such crossings have right of way and pedestrians should be allowed to cross before motorists. Motorists shall approach such crossings with caution. Pedestrian and equestrian crossings are to be regarded as yield signs. Should pedestrians or riders be noticed at these crossings, motorists must bring their vehicles to a complete standstill.
- 14.1.7 The Estate Manager has the authority to fine motorists who disregard these crossings.
- 14.1.8 The amount to which fines will be levied, will be decided by the BOD from time to time.
- 14.1.9 No unlicensed vehicle or non-roadworthy vehicle will be allowed to use the roads in the Estate.
- 14.1.10 Internal Combustion Engine powered vehicles are not allowed to drive anywhere except in the streets of the Estate. Parks, sidewalks, horse trails and kerbsides are off-limits. If a driving licence is legally required for driving any of these vehicles, non-compliance is a criminal offence.
- 14.1.11 No “veld” motorcycles, such as scramblers, quad bikes, three wheelers etc., will be allowed to use the roads if they would not be allowed on a public town road. Only licensed and roadworthy vehicles will be allowed.
- 14.1.12 Use of the vehicles mentioned in 14.1.11 will be restricted in terms of noise emission and the Estate Manager has the delegated power to determine if such a vehicle is unnecessarily noisy or not. The Estate Manager may bar the use of that particular vehicle

from further use on the Estate, until such time as the necessary modifications have been made thereto. The Estate Manager, prior to reuse on the Estate, must evaluate the vehicle. If the permission to resume use has not been received, the offender could be fined.

- 14.1.13 Ride-on lawnmowers have to adhere to the same Rules as depicted in 14.1.11 and 14.1.12 supra. No such lawnmower, save for official Estate mowers in use to maintain the common areas of the Estate; will be allowed to utilize the roads or to be used as a mode of transport in the Estate.
- 14.1.14 Bicycles have preference in the usage of the Estate roads over that of cars. Children and cyclists must however adhere to all the Rules of the road as well as the Rules of the Estate regarding road usage.
- 14.1.15 Bicycles may use the bridle paths, as the latter is solely for the use of the equestrian fraternity, cyclists and for walking purposes.
- 14.1.16 No motorized mode of transport of whatever nature, save for the Estate maintenance and security vehicles are allowed in and on the designated bridle paths.
- 14.1.17 All residents accept that horses are an integral part of the Estate and Estate character. Riders may use the sidewalks on the **plots** and no attempt may be made to make sidewalks on the **plots** inaccessible to bypassing equestrian traffic. Unreasonable and excessive use must be reported to the Estate Manager, who will address the situation. Disputes regarding such use will be referred to the monthly BOD meetings for adjudication.

14.2 **The Streetscapes**

- 14.2.1 Every Member and Resident has a responsibility to the Estate community as a whole to maintain the area between the road kerb and the boundary of his property, commonly referred to as the sidewalk. The Municipality has informed the BOD that the kerbs and sidewalks no longer form part of the municipal upkeep and that Members and Residents are liable and responsible for this upkeep.
- 14.2.2 Damage to the kerbside, traffic signs, lamp posts and other road marks, or malicious damage to any property of any person, be it on common ground or members' property, will be for the account of the offender or the legal guardians of minors or the principals of contractors committing offences.
- 14.2.3 The need for repairs of such damages is to be reported to the Estate Manager as soon as possible. The Estate Manager will notify the offender or alleged offender of the damage inflicted. The offender will be given the opportunity, within three working days from date of notice, to repair the damage at own cost, where after, without further notice, the Estate Manager will undertake the repairs at the cost of the offender after approval of the BOD.
- 14.2.4 Payment of such repairs will be levied against a Member's monthly levy account payable to the Association or added to the account of the contractor or offender for payment at the end of the ensuing month, as the case may be.
- 14.2.5 Parking on kerbsides and sidewalks should be minimized to allow free passage to pedestrians and horses.

- 14.2.6 Kerbsides and sidewalks may not be used as storage area for sand, top-dressing, gravel, bricks, other building material, building rubble etc. It is the responsibility of Members and Residents to clear the kerbside or sidewalk within one working day, from date of accidental delivery thereon, in order to avoid fines.
- 14.2.7 Building material may not be dumped on the sidewalks under any circumstances; notwithstanding the fact that construction is in progress or that refuse or rubble removals have been ordered. All building materials / waste will be kept on the respective stand.
- 14.2.8 Garden refuse, other rubbish, building waste or rocks may not be dumped on neighbouring properties and will be removed at the cost of the guilty party. The costs of contracted removal will be added to the guilty party's account, be it Members' levy or contractors account.
- 14.2.9 On occupation of a stand, the new owner has one month to clear the sidewalk of the natural and wild growth thereon and to level, clean and establish the "permanent" sidewalk of the stand. Sidewalks and kerbsides should preferably only be covered with grasses such as lawn, kikuyu, Canada Green, grey gravel not exceeding 12mm in size, cobble stone paving to allow free access to pedestrians and riders.
- 14.2.10 In the event of non-compliance with this rule, the Estate Manager could prepare the sidewalk and plant same with kikuyu and the cost thereof will be deducted from the Member's building deposit. The Member will be given one week's prior notice before the Estate Manager will commence with the preparation of the sidewalk after approval of the BOD. No further notice will be given

thereafter and the work will commence and be completed forthwith.

- 14.2.11 Garden fences / walls and outbuildings, which form part of the streetscape, must be maintained and painted where necessary. The neglect to do so will result in the Association effecting the necessary upkeep, repairs or replacements or painting of structures, and the cost charged to the Member. Notice to such effect will be given at least two weeks prior to the executing thereof in order to have the Member or Resident placed in a position to rectify same at own expense.
- 14.2.12 Caravans, trailers, boats, Wendy houses, tool sheds, equipment, tools, engine and vehicle parts as well as accommodation for pets should be sited out of view and screened from neighbouring properties.
- 14.2.13 No trees, plants or sidewalk lawn may be removed without the permission of the Estate Manager.
- 14.2.14 The planting of shrubs, trees, flowers or plants should not interfere with pedestrian traffic or obscure the vision of motorists. Should trees be planted on sidewalks, Members or Residents must liaise with the Estate Manager to prevent trees being planted on top of sewer and water main lines.

15. **GOOD NEIGHBOURLINESS**

15.1 **Business Rights**

15.1.1 No business activity or hobby, which would cause aggravation or nuisance to fellow Residents, may be conducted, including auctions and jumble sales.

15.1.2 No business may be conducted from the private properties within the Estate without prior permission received in writing, from the BOD. The Estate Manager does not have the authority to allow or approve business rights on the Estate.

15.1.3 All applications to conduct business from stands within the Estate must be submitted in writing to the Estate Manager, who will place the application on the next BOD meeting's agenda. The Directors could request the view of neighbours in reaching its decision. The decision will be received by way of a Directors' Resolution within 24 hours from date of the Board Meeting. The Directors' decision is final and re-application will only be entertained in the event of new or additional information becoming available.

15.1.3.1 The following are criteria that will be taken into consideration when the Directors entertain an application for conducting business:

- i. Will the business cause an influx of visiting vehicles onto the Estate?
- ii. Will the business generate noise and what would the extent of the noise be?
- iii. What would the effect of the business on the immediate neighbouring stands be?

- iv. Will the business enhance the desirability for criminal elements? (Jewellery manufacturing, etc.)
- v. Would the business be dependent on advertisement and high visibility?
- vi. Is the business beneficial to the general character of the Estate?
- vii. Would the business enhance the desirability of the Estate for prospective buyers?
- viii. Will the business enhance the general value of the Estate, not have any effect on it, or be detrimental thereto?
- ix. Would the business require additional building construction on the intended premises?
- x. What is the opinion of the direct neighbours of the applicant about the conducting of the intended business on the applicant stand?
- xi. Is there adequate parking as to prevent sidewalk parking?

15.2 **General Conduct of Residents**

- 15.2.1 The volume of music or electronic instruments should be tuned to a level so as not to be heard on adjacent properties.
- 15.2.2 Partying has to be conducted with the minimum noise generation and no music, noise or merrymaking may be heard outside the boundaries of the applicable stand, between midnight and 08:00.
- 15.2.3 The DIY mechanical maintenance of resident's vehicles will be conducted out of sight from the Estate streets and may never cause disturbance and intrusion to neighbours and or other Residents. Test-driving of serviced vehicles will be conducted outside of the Estate. This applies *mutatis mutandis* to the DIY

maintenance of any internal combustion engine vehicle, craft or implement.

15.2.5 The use of power saws, lawnmowers, bush cutters, weed eaters and the like causing noise will only be indulged between the following hours:

May – August 07:30 – 18:00

September – April 07:00 – 19:00

Sundays are regarded as “private time” and such activities will be refrained from.

15.3 **Domestic Washing**

15.3.1 Washing should only be hung on lines screened from the street and neighbouring properties.

15.3.2 Washing lines will be obscured from view and will only be allowed at the rear of the main house or furthest outbuilding.

15.3.3 No washing may be hung from windows, balconies, outside stoeps or the like.

15.3.4 No washing may be conducted in streams, natural pools or outside of the buildings.

15.4 **Refuse Removal**

15.4.1 Refuse removal is the responsibility of the Members or Residents.

- 15.4.2 The timetable and prescriptions for domestic refuse removal, as published by the Municipality will apply and Residents will have to place their refuse containers in the demarcated areas and during the indicated time periods.
- 15.4.3 Refuse bins have to be removed from sight as soon as possible after collection and emptying by the Municipality.
- 15.4.4 General garden refuse may not be placed on the kerbside or sidewalk, except if a **collecting agent** will remove it within a period of 8 hours. The Estate Manager prior to the engaging of their services must approve such collecting agents and they will have to be registered according to the Rules and regulations applicable to contractors regarding access and security control.
- 15.4.5 No garden refuse may be dumped on empty stands or any place on the Estate. Refuse so unlawfully dumped, will be removed by the Estate Manager and the cost of such removal will be for the account of the perpetrator or his principal and/or the identified Member or Resident. Refuse accumulated on a Member or Resident's property which results in odour, unsightliness and/or a health hazard for the Resident or neighbouring stands will be informed to remove such refuse within a given period, failing which the Estate Manager will arrange its removal at the Member's cost.
- 15.4.6 Refuse may never be burnt. Please note also that fire-breaks are not allowed in Centurion.

15.5 **Fireworks and Firearm Use**

15.5.1 NO fireworks will or may be set off within the boundaries of the Estate.

15.5.2 As the discharge of fireworks has been prohibited by by-law, criminal charges will be brought against any perpetrator.

15.5.3 Discharging a firearm or a pellet gun/rifle in a residential area is illegal for recreational purposes or reasons other than self-defence and emergencies and is therefore prohibited on the Estate. Criminal charges will be instituted in all cases of unlawful fire arm discharges.

15.5.4 Events organized by the Association or approved by the BOD may, after due consultation with all parties involved, include the usage of display items, such as laser but under no circumstances explosive devices of any nature.

16. **ANIMALS**

16.1 **Horses**

16.1.1 A maximum of 4 horses may be kept per plot. No horses may be kept on the standard erven (stands smaller than 5000m²). Application to keep more than 4 horses on a plot must be submitted in writing to the HOA /BOD, accompanied with the necessary motivation. Such applications will be entertained solely on merit, the decision of the Directors is final and there is no appeal available.

- 16.1.2 Horses and pedestrians have right of way on any of the roads, bridle paths and sidewalks of the Estate.
- 16.1.3 Horse owners must ensure that horses are kept in a secure area on the Estate. The owner of any horse hereby indemnifies the Association of any liability and possible claims of whatsoever nature due to the presence of the horse on the Estate. In the event of horses being brought onto the Estate, the Member or horse owner that arranged or requested that such horses be brought in, similarly indemnifies the Association in the manner as aforesaid.
- 16.1.4 All Members and horse owners have to comply with all the Rules and health regulations pertaining to the keeping of horses in urban areas, as well as all applicable legislation, both statutory, by proclamation and/or by-laws.
- 16.1.5 All owners are to ensure that all horses are regularly inoculated against African Horse Sickness and Equine Flu and all other illnesses prescribed by law or regulation. These inoculations have to be undertaken by qualified veterinary surgeons only and the necessary "passport" has to be obtained from him. The veterinary passport must be presented at the office of the Estate Manager at the main gate where it will be entered into a register. Contravention will result in horses being removed from the Estate.
- 16.1.6 No corrugated iron or wooden sheds may be erected to be used as stables.
- 16.1.7 Stables have to be submitted to stringent pest control measures and manure must be disposed of according to the health regulations applicable, or which may be passed by the Association

in future. Horse owners will specifically ensure that flies are not a problem at the stables or for the immediate neighbourhood.

16.1.8 Written application to erect shade cloth paddock covers is to be submitted for approval to the HOA /BOD. Sketch plans must be included with the application. The location of the covered paddocks has to be indicated on a ground plan and the proximity to the street front has to be clearly stipulated. Colour of the shade cloth must be green or black. No other colours or striped or patterned shade cloth will be allowed.

16.1.9 The Members and horse owners must comply with Municipal regulations regarding the hygiene of all stables kept. If a Member, horse owner or Resident does not comply with these regulations, the Estate Manager will summon the Health Inspectors to conduct inspections and to issue compliance orders.

16.1.10 The BOD have unfettered discretion regarding health regulations and hygiene compliance being short of the required standard, but will not exercise the said right without having directed a written notice to the Member, horse owner and/or Resident furnishing details of the complaint and complainant, and affording the owner a reasonable opportunity to eliminate the cause of the complaint.

16.2 **Pets**

16.2.1 The Municipality by-laws relating to pets will be strictly enforced. Contravention of same will result in prosecution, fines or in persistent contravention cases legal action will be taken with a view to obtain an order to comply or an eviction from the Estate.

- 16.2.2 No person may keep more than 4 (four) dogs on the plots (exceeding 5000m²) or more than 4 (four) cats.
- 16.2.3 A maximum of 2 (two) dogs may be kept as well as a limit of 2 (two) cats may be kept on the regular erven.
- 16.2.4 Written permission may be obtained from the Directors to exceed these limits. Application to exceed the maximums has to be submitted to the HOA /BOD accompanied with the necessary motivation. The decision of the Directors is final.
- 16.2.5 No animals like poultry, pigeons or birds which impact on and cause a nuisance for neighbours may be kept on the Estate. Small buck (indigenous) or other wild animals or livestock may be kept after obtaining the written permission of the BOD. Permission will only be granted after consideration has been given to the stand location of the intended animal(s), the species of buck, the size of the property, the impact and desirability thereof to the neighbouring stands, the possibility of nuisance, the likelihood of spreading of disease and the precautions taken to contain the animals within the intended area.
- 16.2.6 No pets are allowed to roam the streets. Roaming pets will be removed immediately, without notice to the owners thereof and be handed to the municipal pound or SPCA. In the event of the stray pet's owner being known to the Estate Manager, or the owner of such pets becoming known to the Estate Manager, a fine may be levied.
- 16.2.7 Pets must be walked on a leash in public areas. All streets, parks and bridle paths are defined as public areas.

16.2.8 Should any excrement be deposited in a public area, the immediate removal thereof shall be the sole responsibility of the owner of the pet.

16.2.9 Every pet must wear a collar with a tag indicating the name, telephone number and address of its owner. Stray pets without identification tags will be apprehended and handed to the municipal pound or SPCA.

16.2.10 The pet owner will be responsible for any damage or injury caused by the stray pet(s) to property/persons/other animals within the Estate.

16.3 **Other Livestock**

No other animals are allowed on the Estate unless permission is granted by the Directors. All small animals presently endemic to the area shall not be caged or fenced in, or confined in any way and must be allowed to roam free. However, no Guinea fowl are to be imported to the property. Wild fowl and pheasants may not be hunted, snared or kept as pets.

17. **ADVERTISEMENT AND NAME BOARDS**

All advertisement boards and name boards shall comply with the relevant municipal policy and regulations relating to billboards and advertising boarding apart from complying with the Rules set out hereunder. The BOD has the discretion to allow or decline an application for erecting advertising and name boards within the Estate.

17.1 **Name boards**

17.1.1 Residents and or Owners desirous to name their properties may do so, by attaching lettering or plaques to the perimeter wall directly adjacent to the main gate or entrance to the stand.

17.1.2 No Perspex, composite materials, degradable materials, plastics, painted boards akin to advertisement boards (not applicable to shaped and artistically presented painted boards), untreated wooden boards or rough wood lettering will be allowed.

17.1.3 Bronze lettering or plaques receives preference, with ceramic lettering, pottery and concrete ornamental murals are also acceptable.

17.2 **Advertisement boards**

17.2.1 No advertisement boards will be allowed on the Estate or on the perimeter wall of the Estate or at the main entrance thereof, save for the approved estate agent boards.

17.2.2 Such estate agent boards will only be placed on the main entrance/gate to the applicable property and may not be placed on the sidewalk or be loose standing.

17.2.3 Where no perimeter fences are available, the board has to be placed at least five meters into the stand, (thus 15 meters from the kerbside) and directly next to the driveway.

17.2.4 The board may not be bigger than 750mm x 600mm.

17.2.5 The board may not be displayed after the property has been sold. All boards have to be removed within one week from the sale agreement thereof being signed. Please note that all sales have to be reported immediately to the HOA in order to update the Estate's management records. Contravention of these Rules may result in withdrawal of the estate agent's accredited status by the BOD.

18. **LETTING AND RESELLING PROPERTY**

18.1 A Member intending to sell or lease property in the Estate must mandate only estate agents from accredited estate agencies, a list of same is available from the Association's offices on request.

18.2 No unaccredited estate agents will be allowed to market properties on the Estate and no other estate agents will be allowed to display "**For sale**" signs on the Estate.

18.3 The accredited estate agent must ensure that the buyer / lessee is informed and receives a copy of the Rules and Memorandum of Incorporation as well as any other administrative regulations applicable at the time.

18.4 A Member intending to sell or lease property in the Estate must advise the Association in writing and in advance of the conclusion of such sale or lease agreement. On conclusion thereof the Member/Lessor must furnish the Association with the personal information of the buyer or lessee.

18.5 When a property is sold, a clearance certificate must be obtained from the Association prior to the transfer of the property.

18.6 Any approval granted to the seller (in the case of a resale) or Lessor, prior to the time of sale or lease must be communicated to the buyer or Lessee at the time of the purchase or lease. Failing this buyer or Lessee will have recourse against the seller or Lessor, but never against the Association.

18.7 All the Rules applicable to estate agents facilitating a sale are *mutatis mutandis* applicable on private sale or lease transactions conducted by Members.

19. **CONDITIONS INCORPORATED IN A DEED OF SALE**

The seller of a property in the Estate **shall** ensure that the sale agreement contains the following clauses:

19.1 “The Purchaser acknowledges that upon registration of the property into his/her name, he automatically becomes a Member of the Cornwall Hill Home Owners Association and hereby agrees to subject himself to the provision of the Association’s Rules. The Rules become applicable on the date of registration of the property to the owner.”

20. **CONDITIONS INCORPORATED IN THE DEED OF TRANSFER**

The Member/seller **shall** ensure, in addition to all other conditions of title and/or subdivision and/or consolidation, the following conditions of title be inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property:

20.1 **“Every owner of an erf or plot, or any subdivision or consolidation thereof, or any interest therein, or any unit thereon, (as defined in the Sectional Titles Act), shall upon**

registration of the property in his/her name automatically become a member of the Home Owners Association and be subject to its Articles until he ceases to be a registered owner, provided that the Association's Rules shall become binding upon the owner on date of registration of the property to the owner".

20.2 "Neither an erf or plot, nor any subdivision or consolidation thereof, or any interest therein, nor any unit thereon, may be transferred to any other person who has not bound himself to the satisfaction of the Association to become a Member of the Home Owners Association on registration of transfer of the property".

20.3 "The owner of an erf or plot, or any subdivision or consolidation thereof, or any interest therein, or any unit thereon, (as defined in the Sectional Title Act), will not be entitled to transfer an erf or plot or any subdivision or consolidation thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Home Owners Association that the provisions of the Memorandum of Incorporation of the Home Owners Association has been complied with by the seller, and the latter is in compliance with all the provisions of the Association's Memorandum of Incorporation and Estate Rules".

20.4 "An owner who originally bought the unimproved erf or plot from the developer is obligated to commence with the erection of buildings on the property to the reasonable satisfaction of the Association, within 4 (four) years of date of transfer of the property or within such extended period as the Association in its sole discretion may allow in writing. The

buildings shall be completed within 12 (twelve) months after the commencement thereof. Failing this, the Association shall be entitled but not obligated to claim that the erf or plot be transferred to the Association at the cost of the original transferee against payment to the original transferee of the original purchase price without interest to be paid by the Association to such transferee”.

20.5 “In the event that a successor in title bought the unimproved erf or plot, such successor in title is obligated to commence with the erection of buildings on the property to the reasonable satisfaction of the Association within 4 (four) months of the date of transfer of the property, or such extended period as the Association in its sole discretion may allow in writing. The building shall be completed within 12 (twelve) months after the date of transfer of the property. Failing this the Association shall be entitled to claim that the property be transferred to the Association at the cost of the original transferee against payment to the original transferee of the original purchase price without interest to be paid by the Association to such successor in title”.

20.6 “The condition stipulated in 20.5 shall be *mutatis mutandis* applicable to any successor in title thereafter”.

20.7 “In addition to the abovementioned right of the Association to have the property transferred to it, the Association may until such transfer occur, impose an inflated levy on the member. Unless the member proves otherwise, a monthly fine up to a maximum of five times the monthly levy will be deemed to be reasonable and not in excess of the damage suffered by the Association due to the member’s breach”.

20.8 **“The term “Home Owners Association” in the aforesaid conditions of title shall mean the Cornwall Hill Home Owners Association NPC (Non Profit Company)”.**

20.9 **“In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner to effect registration of same, the purchaser of same hereby agrees to such amendment”.**

20.10 The Member/seller must personally ensure that the buyer is informed about and receives a copy of the Rules, Memorandum of Incorporation and any other administrative regulations applicable at the time.

20.11 These conditions shall be construed as rules of the Estate to be complied with by all the members.

21. **CONDITIONS TO BE INCORPORATED IN A LEASE AGREEMENT**

21.1 A Lessor of a property in the Estate shall ensure that the lease agreement contains the following:

“The lessee or any other occupant acknowledges that upon occupation of his premises, he/her and his/her family, his/her visitors and employees shall become bound to these Rules and shall adhere to the Rules as contained in this document. A breach of any of these Rules by a lessee or other occupant, who derives his occupational right from a Member of the Cornwall Hill Home Owners Association, shall be deemed to be a breach by the Member as well”.

21.2 Only Estate agents accredited annually by the HOA may operate on a “by appointment” basis, and must personally accompany a prospective buyer or lessee and are not allowed to erect any “for sale” or “to let” signage boards in contravention with the Rules.

21.3 The lessor must personally ensure that the lessee receives a copy of the Rules, and any other administrative regulations applicable at the time and binds the lessee to the Rules in the lease.

22. **FINES**

22.1 The Association has the right to introduce and enforce compliance with the Rules. In doing so, the imposing of fines for contraventions of the Rules against transgressors of any of the Rules contained in this document or its annexures or amendments, is delegated to the Estate Manager and such fines shall be a debt due to the Association.

22.2 All Rules not adhered to, whether indicated as carrying a fine or not, will be subject to a fine. Fines will be set out in the list of fines compiled by the BOD from time to time. Persistent transgression of the Rules may result in legal action being taken by the BOD to interdict a Member to refrain from further transgressions or to seek alternative legal relief.

22.3 Where any of the Rules as stipulated by the Association have been broken and a fine levied against a Member, such fine will form part of the next monthly levy due and will be due and payable on the due dates of the payment of the levy.

22.4 Any fine imposed by the Estate Manager shall be deemed to be reasonable unless the contrary is proved. A Member in

disagreement with an imposed fine could refer same to the BOD with written grounds for disagreement which will be heard by the BOD.

22.5 In the event of contesting a decision in respect of the facts or an amount relating to a fine imposed or decision made by the Estate Manager, the matter will be dealt with in accordance with the provisions in terms of Rule 26.

23. **NOTICES**

23.1 No Resident/ Owner may refuse receipt and/or delivery of any notices in terms of the Rules. Refusal will result in the placement of the notice in the normal fashion, in attachment to the face and/or front door of the abode. Such service will be effected by the security personnel appointed by the Association and will be sufficient service of such notices.

23.2 Any notice or other document may be served by the Association upon any Member by –

23.2.1 Delivering it to the Member personally; or

23.2.2 Sending it by post in a prepaid letter, envelope or wrapper, addressed to such Member at his registered address; or

23.2.3 Sending it by means of a data message by electronic mail to a Member's e-mail address in terms of the Electronic Communications and Transactions Act No. 25 of 2002.

23.2.4 Access requested or notices to be delivered by the South African Police Services, Metro Police, Sheriff of the court or any other

legally permitted bearer of a notice will be given access at the security gate. Members and Residents cannot instruct security personnel to prevent these officials from entering the Estate or to be notified of access being given.

23.2.5 The address of a property in the Estate shall be the *domicillium citandi et executandi* address for the owner of that property for all legal actions or applications instituted by the HOA against the owner of that property, irrespective of the fact that the stand is empty or if the property is being let to a third party. The HOA shall not be barred from effecting service of such legal documents on another address of an owner.

24. **INDEMNITY**

The use of the open space areas by Members, Residents and their staff or visitors is at all times entirely at their own risk. Every Member of the Association hereby waives any right he may obtain against the Association to claim any loss or damage suffered by virtue of damage to or loss of property or the personal injury or death of the member or his family or invitees occasioned while anywhere in the Estate.

Every Member hereby indemnifies the Association against any such claim made by the Member's spouse, child, parent, employee, invitee or tenant. This indemnity towards the Association will extend to damage or injury caused by domestic or other animals owned by any Member of the Association.

25. DISPUTE PROCEDURE RELATING TO APPLICATION AND EXECUTION OF THESE RULES AND MEMBER ACCOUNTS

25.1 A dispute between the Association and a Member regarding monthly levies being in arrears with any other of his/her financial obligations to the Association, will first and foremost be facilitated between the BOD or a Director delegated to do so and the Member involved. When no conciliation and/or resolution of the dispute could be reached, the BOD will refer the matter to its legal advisers for recovery of the arrears.

25.2 After an attempt to resolve a dispute between the Association and a Member in arrears with his/her financial obligations to the Association as set out in 25.1, the Association will institute legal action in a competent court of law and such Member shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other amounts due and owing by such Member to the Association.

26. DISPUTE PROCEDURE RELATING TO COMPLAINTS, GRIEVANCES, QUARRELS AND MATTERS OF DISCONTENT AND ALL MATTERS RELATING TO THE RELATIONSHIPS BETWEEN MEMBERS AND THE BOD

26.1 In the event that a Member is aggrieved by:

- a) The conduct of another Member, or
- b) Any alleged breach of the provisions of the Memorandum of Incorporation or the Rules, or
- c) Unfair treatment by any representative of the Association;

such Member shall lodge such complaint in writing with the BOD to be tabled at its monthly meetings.

26.2 Upon receipt of such complaint by the Chairman of the Directors, the Directors shall discuss the content of the complaint at the earliest opportunity available and shall decide on a course of action.

26.3 If the Directors are of the opinion that the complaint is unfounded, it shall reject the complaint and inform the Member accordingly in writing.

26.4 If the Directors are of the view that the complaint is justified, it shall attempt to mediate the dispute with the person against whom the complaint has been lodged through one or more of its Members as designated. The BOD has the right to obtain the service of an independent third person to assist in the said process.

26.5 If the BOD are unable to resolve the dispute, and if it is still of the opinion that the complaint is a valid one, it shall proceed with a formal enquiry.

26.6 Such enquiry shall involve the Directors giving the Member against whom the complaint has been lodged notice of its intention to formally rule on the complaint. In such an event the Directors shall disclose the identity of the Member/s complaining and the exact content of the complaint. The Directors shall invite the Member against whom the complaint has been laid to make any representations, whether in writing or personally, before making such a decision.

26.7 The Member who lodged the complaint shall similarly be given the opportunity to give any further information or to make any further representations.

26.8 After the BOD has received all information and representations, it may make a formal ruling that it regards the Member against

whom the complaint has been lodged to be in violation of the Rules or otherwise. Depending on its ruling, it shall reject the complaint or give the Member against whom the complaint was lodged a reasonable opportunity to remedy any breach.

26.9 Any Member aggrieved by the decision of the BOD may refer such decision to arbitration or mediation. Such referral shall be made within the time allowed. No member shall have any further right to refer the decision of the BOD to arbitration or mediation.

26.10 The arbitration or mediation shall be conducted by a practicing attorney or advocate knowledgeable of the subject matter under consideration, as agreed on between the parties, or in the absence of such agreement, a knowledgeable attorney designated by the Law Society of the Northern Provinces, or its successor in standing or function, or an advocate being a member of the Society of Advocates.

26.11 Such arbitration or mediation shall take place in accordance with the rules of AFSA, the Arbitration Foundation of Southern Africa, with or without legal representation as may be deemed appropriate by the arbitrator or mediator and according to a process determined by the arbitrator or mediator.

26.12 The hearing before the arbitrator or mediator shall be *de novo* and the arbitrator or mediator shall be entitled to make any ruling which the BOD could have made. All decisions made by the arbitrator shall be final and binding.

27. COSTS RELATING TO MEDIATION AND ARBITRATION

27.1 Unless the parties have in writing otherwise agreed, the arbitrator or mediator shall be entitled to make an award for costs and

decide which party shall bear the costs of the arbitration or mediation or in what portions the parties shall bear such costs.

27.2 The decision of the Arbitrator or mediator shall be final and the person in whose favour such award has been made shall be entitled to seek introductory relief in the High Court in the event of non-compliance with the award.

27.3 An award may, on application to a court of competent jurisdiction, by any party, after due notice to the other party, be made an order of court.



B ARCHITECTURAL GUIDELINES

These guidelines set out for prospective homeowners are the design criteria they will have to comply with if they wish to build at Cornwall Hill Country Estate. It is crucial that the architectural design of the proposed houses and out buildings as well as second dwellings and extensions display adequate English architectural aspects, so as to ensure that the vision of an **English Country Estate** can be achieved and maintained.

The guidelines have been developed to protect and maintain the unique environmental and physical attributes of a historical site and river. As a result, the guidelines have been derived from a range of simple traditional vernacular buildings and their groupings found in the Irene Village and adjacent farming community.

These are characterized by simplicity, geometric and non-symmetrical order, harmony and visual continuity and are visually set against a simple landscape background of lawns, trees and stables. This is the underlining vision for the architecture of Cornwall Hill Country Estate.

1. PROCEDURE FOR THE APPROVAL OF BUILDING PLANS

- 1.1 Members of the Cornwall Hill Home Owners Association (the Association or HOA) must submit sketch plans together with the site plans to the Association's appointed Architect, for consideration and approval of the conceptual design principles.
- 1.2 Working drawings in compliance with the approved sketch plans, together with a building deposit and approval fees, each amount to be decided by the BOD from time to time, are to be submitted to the Association's Architect for approval **prior** to being submitted to the local authority for approval. No construction will be allowed to commence before both phases of approval have been granted in writing.

- 1.3 One copy of the original sketch submission, together with one coloured copy of the original submission, must be submitted to the Association which will be kept for record purposes.

2. TOWN PLANNING CONTROLS

2.1 General

The restrictions set out below are in addition to any restrictions imposed in terms of conditions of title, town planning schemes or national or any other building regulations. Notwithstanding that any plans or improvements may comply with any such restrictions imposed by third parties, the approval of any plans or improvements within the Estate shall be at the sole discretion of the Association. Similarly, compliance with restrictions imposed by the Association shall under no circumstances absolve the resident from the need to comply with restrictions imposed by third parties, nor shall the Association's approval be construed as permitting any contravention of restrictions imposed by any authority having legal jurisdiction.

2.2 Density

One dwelling per stand is the maximum. A second dwelling on a specific stand is subject to municipal approval as well as that of the Association. Any second dwelling shall not exceed 40% of the main dwelling with reference to and within floor area ratio.

2.3 Floor area ratio

The maximum floor area ratio (bulk) that may be erected on a stand shall not exceed 0,6 (naught comma six).

2.4 Coverage

- 2.4.1 Single story dwellings
Maximum coverage allowed will be 60%.

- 2.4.2 Double story dwellings.
The ground floor coverage of double story dwellings shall not exceed 40% (forty percent) of the area of the stand. Maximum FAR allowed shall not exceed 0,6 (naught comma six).

2.5 Height restriction

No double story dwelling shall be erected without permission from the Association, the primary consideration of which will be to safeguard the privacy of adjacent residents. The Association shall be entitled, but not obliged, to require applicants for plan approval to consult with the

owners of neighbouring stands. Not more than two stories shall be erected vertically above each other, nor shall the height of any part of the structure exceed 8,5 (eight comma five) meters above the natural ground level measured vertically below the highest point. Stands requiring alternative designs may be considered by the Association.

2.6 Building lines

No structure shall be erected within the building lines imposed by the Town Planning scheme, 5 meters for street boundaries and 2 meters for balance of boundaries on stands. All plots to have 10 meters building line on all boundaries.

2.7 Time limits for construction

All building construction of the main dwelling, notwithstanding date of initial purchase, **must be completed within TWELVE (12) months from the date of registration, in accordance with rule 20.4 and 20.5** to the satisfaction of the Association. Save for erven bought during 1998, to which a separate set of conditions in the initial title deed, apply. Extension will only be considered after written application to the Association's Board of Directors, but extension may not be granted to exceed EIGHTEEN (18) months from date of registration. Each owner of a property shall only be entitled to apply for one extension.

In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within one year from commencement. Phased design should be handled in such a way that the end of each phase should be aesthetical acceptable to the Association. In the event of a resale of an open stand the construction shall commence and shall be concluded in accordance with rule 20.5. Each owner of a property shall be entitled to apply for an extension as abovementioned.

2.8 Completion

Construction will be considered to be completed on the date when the Association has been informed, and after inspection is satisfied that:

- i. Building has been completed according to the approved working drawings.
- ii. The plaster and colour samples, or any other requested samples were approved and adhered to.
- iii. The local Council has issued an occupation certificate; and

- iv. The building site and any adjoining stand/s used by the contractor have been cleared of all building rubble.

The Council will be entitled to demand proof of compliance in respect of all the above points. The completion date will be on such date confirmed by the Association in writing. The onus is thus on the owner to obtain the necessary confirmation from the Association.

2.9 Occupation certificate

Any Member who fails to supply the occupation certificate to the Association may be subject to a double levy penalty (over and above the normal levy) until such time when the certificate has been received. Once the Association is supplied with the certificate the member will be considered to have complied with the provisions of clause 2.8 above.

3. TREATMENT OF STANDS BOUNDARIES

3.1 Treatment of street boundaries

Although it is appreciated that the diverse nature of single residential neighbourhoods will lead to a varied treatment of street boundaries, every effort should be made to avoid the hostile "canyon-like" effect that high solid walls along streets cause in many residential areas.

In order to enhance the appearance of sidewalks, the streetscape and the Estate in general, the following guidelines will apply:

- 3.1.1 Boundary walling in stone or approved face brick as well as approved painted plaster walls will be allowed between boundaries.
- 3.1.2 If boundary walling is essential on the street frontage (for example to prevent small children or pets from leaving the property) then the use of a good quality steel palisade painted green or any other colour approved by the Association.
- 3.1.3 If solid walling is required to exchange the privacy of certain parts of the property (for example, to screen the swimming pool from the street), then such walling should be as low as possible, and should not extend for more than 25% of its length as a continuous line parallel to the street boundary - if a solid wall is unavoidable, a stepped- back or articulated wall is considered less detrimental to the streetscape.
- 3.1.4 In order to provide stacking space for cars and for visitor's parking, garages fronting directly onto the street should be set back five meters from the stand boundary.

3.2 Edge between river and residential areas

The aesthetics of the interface where stands front onto the river areas is considered to be extremely important. In order to avoid erection of unsightly solid walls along the edge of the river and the greenbelt, the area between the Clearvue perimeter fence and the river should be totally unfenced and open.

4. PROHIBITED BUILDING MATERIALS

In principle no limitations are placed on building materials other than the following items, the use of which is not allowed.

- 4.1 Unpainted plaster
- 4.2 Unpainted or reflective metal sheeting
- 4.3 Reflecting of false roofing materials
- 4.4 Pre-cast concrete walls
- 4.5 Wood panel fencing
- 4.6 Razor wire, security spikes or similar features except with the permission of the Association on the perimeter of the Estate.
- 4.7 Lean-to's and temporary carports or patent type shade netting structures.
- 4.8 Shade netting may only be used in incorporated purpose-made structure.
- 4.9 No flat roof as part of the main structure will be allowed.

The approval of the Association should be obtained for the use of any materials other than conventional bricks and mortar.

5. MISCELLANEOUS ARCHITECTURAL GUIDELINES

- 5.1 The aesthetics of the design of parapets, fascias, capping eaves, roof trim, guttering and roofing materials in general will be considered.
- 5.2 All external finishes and colours should be specified, and colour samples may be requested.
- 5.3 Awnings, T.V. aerials, blinds and other items, which do not form part of the basic structure, should be clearly shown and annotated on approval drawings.
- 5.4 Solar heating panels, if used, should be incorporated into the buildings to form part of the basic structure and should be clearly shown and annotated on approval drawings.

- 5.5 Outbuildings and additions should match the original design and style, both in elevation and in material usage.
- 5.6 Staff accommodation washing lines and kitchens must open onto screened yards or patios.
- 5.7 Yard walls and screen walls should complement the basic materials of the building.
- 5.8 No staff accommodation should be nearer to the street than the main dwelling unless contained under the same roof or integrated onto the total design. No temporary structures (huts, shacks) will be allowed.
- 5.9 The privacy of surrounding properties should be considered. As a general rule, no windows or balconies on the upper story should overlook the "living space" (for example, the swimming pool) of adjacent dwellings if it can be avoided.
- 5.10 It is the Member's responsibility to ensure that his architect visit the Estate Manager's office, where plans are available, to ensure the privacy of adjacent dwellings.
- 5.11 All exposed plumbing and washing lines should be fully screened from the street elevation and other elevations onto adjoining properties.
- 5.12 Perspective views may be requested as part of the approval documentation/plans/sketches.

6. ARCHITECTURAL GUIDELINES

6.1 Roofs

Major roofs shall be double pitched and coincide with major plan elements. Pitches shall be symmetrical about their ridges and have a slope between 30° and 45°. Lean-to roofs over verandahs and minor plan elements shall be between 5° and 15°. All Lean-to roofs shall abut the vertical walls to primary roofs. Roofs less than 5° shall be behind parapet walls, which are extensions of main walls. Dormer windows and roof lights will be allowed.

6.2 Roofing materials and colours allowed

- 6.2.1 Corrugated roof sheeting in Plascon colour:
Green TRP25, RED TRP 28, Park admiralty gray RP93, charcoal.
- 6.2.2 Concrete roof tiles by Marley - Modern range
Colour: Terracotta, Antique Terracotta, Antique slate, Standard Slate

6.2.3 Thatch roofing - Thatch will only be allowed with plastered walls, stone walls and **not** face brick.

6.2.4 Mazita type slate roofing slates
Colours: Green, Red, Terracotta, and Charcoal.

6.2.5 Covered parking to be provided for all cars.

6.3 Walls

External masonry walls shall be 20mm preferred face brick or Smart stone type finish. Plaster and painted walls will be permitted but in old English type architectural rendering style. Walls will be painted to finish the selected broken white colours. Horizontal stringcourses will be permitted. These shall be according to colour guidelines. Simple plinths, not exceeding 600mm in height will be permitted in face brick or Smart stone. (See Annexure B)

6.3.1 Face brick and stone allowed.

Cullinan type - Ruby stain
Ruby Travertine
Topaz travertine to be used for plinth only or detail.

Rosema - Contessa satin.
Contessa Travertine

Corobrick - Roan satin
Roan Travertine
Corn gold dark to be used for satin for plinth only.

6.3.2 Plastered walls with colour according to colour guidelines.

6.3.3 Natural stone from foundations and other stone on site will be allowed.

6.3.4 Concrete stone by Smart stone or the other approved manufacturer that will be allowed.

6.3.5 Any other materials must be approved by the Association.

6.4 Windows

Windows shall at least be square or have a vertical proportion. In general windows shall form individual openings in a dominant wall with a minimum pier width of 340mm when paired.

Windows in series forming large openings will be allowed forming conservatories or bay windows. They shall be divided into vertical

elements separated by masonry piers, timber or metal posts. Windows shall be vertical sliding or side-hung casements and be made out of timber or powder-coated aluminium or steel. Windows and frames shall be painted white or approved. Colour to paint specifications by Plascon as per colour guidelines or natural timber finish.

External burglar bars will not be permitted.

Traditional shutters are encouraged.

6.5 Doors

Door openings shall have vertical proportions. Sliding panels are permitted provided they are in vertical form. Shutters are encouraged. No "Trellidore" type expanding security doors will be permitted externally. Solid external doors shall be panelled timber in main buildings, with vertical or diagonal boarding elsewhere. Doors and frames shall be painted to colour guidelines or natural timber. Garage doors shall not exceed 2 440mm in width. Double garages shall have two doors separated by a masonry pier. Garage doors facing the street shall be set back under pergola screens or behind a colonnade. No ornate or fielded panelled doors shall be allowed. Doors may be horizontal or diagonal slats only. Garage doors shall be painted white or approved colour as per schedule.

6.6 Verandahs, porches and pergolas

Supports shall be plastered masonry piers, timber or metal posts painted standard white.

Simple caps, bases and brackets will be allowed.

Timber lattice enclosure to verandahs painted to colour guidelines will be permitted. Other materials to be approved by the Association.

6.7 Landscaping

Landscaping must be undertaken with the integrated landscaping language of the Estate.

The extent of paving, particularly to driveways is to be limited to concrete paves or brick paves. Driveway widths are limited to 5000mm between avenue trees planting (no *in situ* concrete or Tarmac paving will be allowed).

The use of hedgerows is recommended and the planting of indigenous trees and shrubs are encouraged where possible.

Hedge grows should be allowed for wire fencing is used.

Paving to be concrete cobble, rumble stone or similar approved by the Association.

7 APPROVAL, BUILDING DEPOSIT AND RULES

7.1 Perspective drawings and photos may be requested.

7.1.1 Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the Association, which shall not be unreasonably withheld.

7.1.2 The architectural style of the house will be considered in relation to that of other houses in the area, as well as aesthetic appearance and the proposed sitting of the building, and such other factors as the Association in its entire discretion may deem appropriate.

7.1.3 Nothing in the above will be construed as permitting the contravention of the Conditions of Title to any erf of any by-laws or regulations of the Local Authority.

7.1.4 Every effort will be made to ensure that all Members observe standards. However, the right to final approval of building plans ultimately vests in the Local Authority and no assurance can be given to individual Members/ Owners that the above standard will be adopted throughout the township.

7.2 A deposit amount to be decided by the BOD from time to time will be paid over to the Association before construction commences. This amount will be held in a trust (free of interest) by the Association until completion of the buildings and improvements has been achieved. This deposit could be used to remove any rubble or make good any damage caused by the builder, e.g. kerbing, landscaping and environmental damage, if not rectified by the Member/ Owner. The deposit is refundable on request.

7.3 A payment to be decided by the BOD from time to time must accompany the sketch plans and building plans to cover costs of professional services employed by the Association to approve the plans.

8 EXPLANATORY NOTES

The purpose of the explanatory notes is to provide the Owner and his Architect with simple but clear guidelines as how to interpret the Architectural Guidelines as set out by the Home Owners Association.

It has become clear that there are certain aspects, which are not being dealt with adequately during the planning stages, and these notes deal with those issues that come up most frequently. It deals specifically with the procedure and the aesthetics criteria.

8A. PROCEDURE

1. The Architect must provide the BOD with sketch plans together with a site plan. The sketch plans should include a typical elevation of the proposed buildings. The sketch plans should contain adequate detail in order for the HOA /BOD to properly evaluate the design and aesthetics of the proposed buildings. The HOA /BOD could refer the sketches and/or plans for evaluation to an Architect appointed by the HOA.

The Architect appointed by the Client, must make himself available for discussion if so required by the HOA / BOD.

It is highly recommended that the Architect only proceed with working drawings, after the Committee has approved the sketches and the plans.

2. Subsequent to the approval of the sketches and site plan, a complete set of sketches and site plan, a complete set of working drawings, in compliances with the approved sketch plans must be submitted to the HOA / BOD for final approval. Exterior paint samples and samples of any other intended exterior applications must accompany the working drawings for provisional approval. The HOA /BOD might request samples of other intended materials.

The building deposit and approval fee referred to in clause 1.2 of the Architectural Guidelines must be submitted together with the plans.

3. After approval of the working drawings by the HOA /BOD the approved copies should be submitted by the Member or his representative to the local Authority for approval.
4. One copy of the original sketch plan and a coloured-in copy of the working drawings as approved by the HOA /BOD must be submitted to the HOA, which will be kept for record purposes. "As build" plan could be requested if necessary.
5. Construction to commence only after all the above has been adhered too.
6. The building deposit referred to in clause 2 above will be refunded as soon as the following criteria have been adhered to:

- i. The building has been completed according to the approved working drawings.
- ii. The plaster and colour samples, or any other requested samples were approved, and adhered to.
- iii. The local Council has issued an Occupational certificate.
- iv. The building site, and any other adjoining areas used by the contractor have been cleared of all the building rubble.

It should be noted that final approval of certain aspects, such as samples of the exterior plaster and /or exterior paint, must be gained before commencement of these activities.

8B. AESTHETICS

1. Exterior finishes

1.1 Face brick

1.1.1 Face bricks should either have a FBX or FBS rating. The recommended face brick for general use is:

- i. Corobrick Roan Satin
- ii. Rosema Terra Cotta Satin or
- iii. Kiln stock-only if a "fair face" finish is used

1.1.2 Topaz satin or travertine could be used as trim e.g. Cornerstones and corbelling.

1.1.3 Any other FBX OR FBS rated brick will be considered if it enhances the aesthetics. Samples must however be submitted for approval.

1.2 Plaster areas

1.2.1 Plastered surfaces can be conventional smooth or a rendered (bagged) finish. The description of all plasterwork should be indicated on the working drawings.

1.2.1 An adequate sample will be needed for approval before commencement of the plaster activity.

1.3 Plinths

1.3.1 Plinths to houses are recommended if the architecture allows for it.

The recommended materials are:

- i. Face brick as in 1.1:
- ii. Natural stone or
- iii. Simulated stones products such as Stone age, Smart stone, etc.

1.4 Exterior decorative applications

- 1.4.1 Exterior paint to be of good quality.
- 1.4.2 Cement based products such as in the Cemcrete and Coprox ranges.
- 1.4.3 All exterior colours should be of earthy consistency.
- 1.4.4 Samples for the proposed colours must be submitted for provisional approval. Final approval will be given as soon as an adequate sample, not less than 5m is applied to the plastered surface of the house. Only then, after approval of the sample, can the Contractor proceed with the completion of the buildings.

2. Roofs

2.1 General

Roofs should be faced to accommodate hills and valleys.

- 2.1.1 Roofs should not have pitch less than 30 degrees.
- 2.1.2 Roofs must have an overhang of at least 300mm, excluding the corbelling.
- 2.1.3 Notwithstanding the above, roofing designs will be evaluated as a whole.

2.2 Roofing material

- 2.2.1 Concrete roof tiles – Marley Modern and Monarch profiles are recommended. Any other profile to be approved.
- 2.2.2 Mazista slate and clay roof tiles.
- 2.2.3 Cromadek roof sheeting.
- 2.2.4 Profiles and colours to be specified and approved.

3. Building elements

3.1 Windows

- 3.1.1 The window openings must have vertical proportions e.g. width shorter than length.
- 3.1.2 Timber window frames are suggested.

3.1.3 Aluminium and steel frame windows are not recommended, but if it is used, then it must have a white powder coated finish.

3.2 Doors

3.2.1 Timber door frames and doors to be fitted to all exterior openings.

3.2.2 If steel doorframes and steel windows as in 3.1.3 are to be used, then it must be small pane format, and should be white.

3.2.3 All garage doors to be single opening doors, 2 440mm in width.

4. Miscellaneous items

4.1 Permission for second dwellings and the relaxation of building lines must be submitted to the HOA /BOD with the written consent of all adjoining neighbours.

4.2 The aesthetics of the design of parapets, fascias, roof trim, guttering and any other detail to the house will be considered.

4.3 Outbuildings and additions should match the original design and style, both in elevation and materials used.

4.4 All service shafts and drainage must be accommodated into the design. No drainage and foul water piping must be visible.

4.5 Air conditioners and solar heating systems should be accommodated into the design, and should not be visible from the road.

4.6 Staff accommodation, washing lines and kitchens should open onto screened yards or patios.

4.7 If boundary walling on the street front is required, the use of palisade fencing is suggested. If certain areas require solid walling for privacy, then materials similar to the house construction should be used, but the length and the height thereof should be limited as far as possible. Not more than 25 % of the roadside boundary is allowed to be solid.

4.8 The privacy of adjoining buildings should be taken into consideration. The Architect should ascertain the layout of the adjoining buildings so as to ensure the privacy of the adjacent buildings. Specific care should be given to balconies. As a general rule, no balconies should overlook the "living space" of the adjacent properties. Written consent must be obtained from the adjoining neighbours.

4.9 Driveway widths are limited to 5000 mm on sidewalks. Paving materials should be limited to paving material only, e.g. cobbles, bricks and interlocking systems.

The above represents the most common issues the HOA /BOD use to evaluate the individual aspects of the proposed houses, and should be seen as that. However, a holistic approach is used for evaluating the house as an entity, and this decision is of greater importance to the HOA /BOD.

It is paramount that adequate detail is given to the houses so as to ensure the vision of an English Country Estate can be achieved and maintained.

If you plan to build a Pond or Swimming Pool you need an Engineer design in accordance with NHBRC requirements.

Very important note:

**ANY CHANGES WHILE STILL BUILDING TO BE CLEARED WITH THE
HOA / BOD**



C CONDITIONS WITH REGARD TO BUILDING ACTIVITIES AND THE REGISTRATION OF CONTRACTORS, SUB-CONTRACTORS, SERVICE PROVIDERS, DOMESTICS AND GARDENERS

SECTION 1: INTRODUCTION

The Cornwall Hill Owners Association (the "Association"), being the legal representative of the residents and owners of property on the Cornwall Hill Country Estate, have adopted certain rules, including the conditions herein below, relating to building contractor activity on the Estate. The primary intention of the provisions hereunder is to ensure that all building activity at Cornwall Hill Country Estate (the "Estate") occur with the least possible disruption to residents, and at the same time maintaining optimum security levels. In the event of uncertainty, residents or their contractors are most welcome to contact the Estate Manager.

Legal status:

- i. The conditions governing building activities that are set out in this document are rules adopted by the Association and are therefore binding on all members of the Association, residents, their contractors and sub-contractors. Furthermore, all members/residents are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and comply strictly with them. Members/residents are therefore required to include the conditions in any building contract concluded in the respect of property in the Estate, and all such contracts may be required to be submitted to the Association for prior approval. The Association has the right to suspend any building activity due to contravention of any of the conditions herein and the Association accepts no liability whatsoever for any losses sustained by a member/resident, owner, contractor or subcontractor, professional consultant, adviser or whatever status the person may possess, as a result thereof.
- ii. The rules, procedures and codes of conduct contained herein are not negotiable and will be enforced, by proclamation of the Association's

Board of Directors. No exceptions will be made and no compromise will be allowed.

- iii. Contractors, workers, sub-contractors, professional consultants, or any adviser, visitor or person associated with the building operations, who are found to be in breach of the prescriptions contained herein, will be barred temporarily or permanently from entering the premises of Cornwall Hill Country Estate.
- iv. Contraventions so stipulated, will carry fines and or administrative fees to the correction thereof.
- v. The following will be enforced and all contractors, construction personnel, homeowners, tradesmen, employees of all the above and any person so ordered and or identified by the official delegates of the Board of Directors, will adhere hereto without exception.
- vi. "Owner Builders" will be regarded as "contractors" until all building activities have been completed. This is unconditional and no exceptions will be made.

SECTION 2: PRECONDITIONS

No owner or contractor will be allowed to start building construction, or the digging of foundations, earthmoving and or the preparation of the stand, before:

- i. The necessary building deposit referred to in clause 1.2 of the Architectural Guidelines has been paid and received by the Estate Manager. (Deposits will not be refunded until all the conditions applicable have been met, including aesthetic standards.)
- ii. A further non refundable deposit is required at time of registration, from the main contractor of an amount as decided by the BOD from time to time. This does not absolve the contractor from the rules pertaining to keeping the site clean and rubble free. This money goes toward the costs of keeping any extra-ordinary cleaning costs.
- iii. The building plans have been submitted, approved and accepted by the Association.
- iv. The construction of the structure must adhere to the approved plans to the letter. Deviation will result in the suspension of the building activities and only after rectification was done, any further construction will be allowed.
- v. Deviation from the approved plans will result in the Estate Manager refusing to issue a certificate of satisfaction, without which an occupational certificate will not be obtained from the Town Council.

Legal action to rectify the structure, and not the amendment of the plans, will be instituted against the owner and a cost order will be sought in all events.

- vi. The building plans have been passed and accepted by the City Council and positive proof thereof has been supplied to the Estate Manager.
- vii. Proof submitted to the Estate Manager that the contractor's water connection has been supplied.

SECTION 3: REGISTRATION

Residents must inform all contractors and new domestic workers to bring their valid South African identification document or Passport with valid South African work permit with them when wishing to enter the Estate.

A. CONTRACTORS AND SUB-CONTRACTORS

- i. Each contractor or sub-contractor so submitted for registration will pay the registration fee of an amount as decided by the BOD from time to time and register his fingerprint on the biometric access control system, allowing access into the Estate via the contractor's entrance only.
- ii. Any person on a construction site found without such registration of a security fingerprint could be removed from the Estate permanently and will never be allowed access again. A fine as determined by the BOD will be levied against the contractor or owner, depending on the circumstances. Construction on the transgressing site will be suspended until the fine has been paid.
- iii. The registration of a fingerprint will be recorded for work on one site only and should the contractor/subcontractor be found on another site, he will be fined and may be removed from the Estate.
- iv. Should a contractor or subcontractor wish to be registered for work on more than one site, he may do so and a fee decided by the BOD from time to time will be applicable for such registration. This will allow him to work on the nominated sites only.
- v. All fingerprint access will be blocked as from the Friday closest to the 16th December every year and ALL contractors and sub-contractors must be re-registered at the cost of 50% of the original cost of the registration of the amount applicable in the above clauses i, iv and clause i under the heading B. MAINTENANCE below. Re-registration will take place from the second Monday of January.

B. MAINTENANCE

- i. Any maintenance work in the form of roof maintenance, pool repairs etc. will be allowed free of charge for a period not exceeding 3 (three) days. Any maintenance work exceeding this period will be charged at an amount decided by the BOD from time to time per person and a fingerprint will be registered for the relevant personnel, for the duration of the maintenance contract.
- ii. Maintenance staff has to report to the Security office for registration and ALL workers to have South African identification documentation or Passports with valid South African work permits.

C. DELIVERIES

Construction material deliveries

- i. The Security Office is in possession of a list of stands under construction and any construction material deliveries to these stands are deemed authorized, unless otherwise advised by the Contractor/project manager/Owner.

Personal Deliveries/Collections

- ii. It is the responsibility of all Owners to contact the Security Office should a delivery be expected. The owner/resident is to advise Security Office that they will be expected to use the contractors entrance for both access and egress.
- iii. A date and expected time of delivery must be given, failing which entry may be refused.
- iv. Should a service provider be collecting an item (i.e. fridge for repair), the date, expected time of collection and description of the collection should be given to the Security Office.

D. SERVICE PROVIDERS

- i. All service providers such as garden services etc, have to register at the Security Office at the cost of an amount decided by the BOD from time to time per fingerprint.
- ii. All service providers have to use the contractors' entrance, unless otherwise authorized by the Estate Manager or Security Manager.

E. DOMESTICS AND GARDENERS

- i. It is the responsibility of the resident to ensure that he/she employs the duties of a reliable domestic/gardener. It is advisable to have the employee undergo a screening process to obtain the necessary information before employment commences, but this is to the discretion of the employer.
- ii. It is the sole responsibility of the resident to ensure that his domestic/gardener is registered at the Security Office. The resident is to bring the domestic or garden worker to the Security Office, with his/her valid ID document. Costs for registration are an amount to be decided by the BOD from time to time per person. After registration the domestic worker/gardener will be issued with a blue ID card and fingerprint access to enter the Estate. They are to use the turnstiles at the contractors gate for access and when leaving. The residents are not to take the domestic worker/gardener out of the Estate via the vehicle access and egress points.
- iii. The domestic worker/gardener must always be in possession of this blue ID card while performing duties on the Estate and when moving around. The domestic worker/gardener must be able to produce the card when requested to do so by a security officer and if not a fine of an amount to be decided by the BOD from time to time will be issued which must be paid before he/she enters the Estate again.
- iv. The resident may not allow an unregistered domestic worker/gardener to do temporary work for a period exceeding two weeks, after such a period the domestic worker/gardener must be registered. It is the responsibility of the resident to inform the security officer at the Security Office of all the necessary details of the temporary employee e.g. name, surname and which dates he/she is expected to perform their duties and which stand.
- v. All the domestic workers/gardeners will only be allowed to gain access to the Estate on the days they are to perform their duties. The resident must inform the Security Office if they wish their employee to come and perform duties on any other days than stipulated by them.
- vi. The domestic workers/gardeners are subjected to be searched when leaving the Estate. The resident must inform the Security Office if they gave any property/gift to the employee to take out of the Estate before he /she does so. If no such information was received the domestic worker/gardener will not be allowed to leave the Estate with suspicious items before the information is followed up by Security Office.

- vii. The residents are also to inform the Security Office if they gave permission to their domestic worker/gardener to make use of their private vehicles to perform certain duties as required by the resident, and this must be given in writing. The resident must supply the following information to the Security Office: name, surname, has he/she a valid driver's license, type of vehicle to be used and what days and time.
- viii. It is the responsibility of the resident to inform the Security Office if they found that their domestic worker/gardener has committed a criminal offence. The Security Office will contact the SA Police Services to take the matter further. The blue ID card will must be given to the security officer and reason for termination of services will be written down and this will be filed. The resident must inform the Security or Administration Office when the services of an employee are terminated and the reason doing so and the access of the employee will be stopped. The resident must also inform the Security Office if they know that the same employee is working for other residents in the Estate so that they can be duly informed of the termination of services.
- ix. If a domestic worker/gardener is suspected of having committing a criminal offence he/she will not be allowed to perform any duties of any nature in the Estate and all residents who employed him/her will be notified accordingly.
- x. The domestic workers/gardeners are not allowed under any circumstances to enter the Estate with a firearm even if he/she is in possession of a valid license. If there is the need for any special arrangements the Security Manager must be contacted.
- xi. The domestic workers/gardeners are not allowed to be transported into the Estate by a taxi service under any conditions.
- xii. The resident must also ensure that the domestic worker/gardener is aware of any other rules that are applicable to them and that they must abide by them.

SECTION 4: CONSTRUCTION PHASE

- i. Workers and employees who are to be utilised and deployed on the construction site:
 - a) May only enter the Estate via the turnstile gate at the main entrance, on foot.
 - b) Every person who intends entering the Estate must be in possession of his/her personal security swipe fingerprint/maintenance pass, as well as his valid ID.

- ii. Drivers of construction vehicles and or deliveries for construction sites, will attend the Security Office at the main gate, and complete the necessary forms as handed to them and comply with any and all rules and regulations as may be applicable from time to time.
- iii. Workers are not allowed to be travelling to the construction site on foot to report for or leave work. Any person, without a registered security fingerprint found wandering between sites, and/or the main gate at any time, will be removed immediately and could be barred from the Estate permanently.
- iv. All contractors will erect a shed in the left front corner (street face) of the building site (security pre-requisite), at least one day before official ground breaking starts on the building site. The shed may not be constructed of degradable materials such as wood, but has to be of steel and or composite metals. No rusted or damaged shed or toilet(s) will be allowed. No exception to the rule will be allowed whatsoever.
- v. All contractors will erect a sufficient sized shed(s) in order to house all building equipment i.e. spades, wheelbarrows etc. No building equipment must be visible from the roadside after hours.
- vi. All contractors will erect a toilet facility, preferably behind the shed, hidden from sight. This toilet may not be constructed of degradable materials such as wood, but has to be of steel and or composite metals. No rusted or damaged toilet will be allowed. No exception to the rule will be allowed whatsoever.
- vii. All contractors will supply a waste bin on site, to collect all rubble and rubbish, which bin is to be emptied immediately upon being full. These bins will be cleared every Friday, in order to ensure that no rubble and rotten materials are left stagnant over weekends.
- viii. These rules and regulations may be amended by way of giving written notice of 1 working day and such amendment will be published on the notice board in the office of the Security Manager.

SECTION 5: ESTATE HOURS AND CONTACT INFO FOR CONTRACTORS

Times:

Mon – Fri : 07:00 – 18:00

Saturdays: 07:00 – 16:00

Sundays and public holidays – closed to contractors

All workers will be transported by the Contractor and no worker may be walking between the site and the main gate.

Notes: **No** contractor is allowed to conduct any construction activity and no such activities are permitted on Sundays and Public Holidays. No special permission will be granted, as these days are viewed as Private Time.

CONTACT INFORMATION

Security Office and after hours number	– 012 667 3089
Security Manager	– 012 667 3089
Estate Office	– 012 667 2938
Estate Fax	– 012 667 5749
Estate Manager	– 012 667 2938

SECTION 6: GENERAL CONDITIONS

- i. The **speed limit** within the Estate is **50km/h** in accordance with the prescriptions of the Road Safety Act of the Republic of South Africa. Any contractor found speeding on any road within the Estate will be removed from the Estate and future access could be permanently denied.
- ii. Horses and children have right of way on any road or street within the perimeter of the Estate.
- iii. Rubble may not be dumped on open and or empty stands within the Estate. In the event of the illegal dumping of rubble being found, it will be removed at the cost of the offending owner, without any further notice. Signature to this agreement is admittance to such liability and acceptance of liability to pay.
- iv. The offending owner and the offending contractor will each be fined as per the schedule determined by the BOD of the Association, and the suspension of activities will follow in the event of omission to pay the fine within 24 hours of being served therewith.
- v. All fines issued by the Estate Manager or the Security Manager are payable before the commencement of operation the following day. Access will be denied to the offending contractor/sub-contractor until the fine has been paid in full.

- vi. It is a criminal offence to employ a foreigner/alien or person who does not have a legal work permit in South Africa (an illegal immigrant) and the contractor may be liable to criminal prosecution.
- vii. A contractor must inform the Security Manager if he/she enters the Estate in the possession of a firearm.
- viii. The natural trees and shrubs on the Estate are deemed to be protected and may not unnecessarily be removed or damaged before, during construction or thereafter.



D CREDIT POLICY

1. REGISTRATION

A. CLEARANCE CERTIFICATES

A clearance certificate is issued by the Estate Manager prior to the registration of property within the Estate on the following conditions:

- i. No outstanding payments are reflected in the books of the Cornwall Hill Home Owners Association (CHHOA) at the time of application of a clearance certificate, which may include the following:
 - Normal levies
 - Legal Costs
 - Special levies
 - Grass slashing
 - Capex levies
 - Alarm costs
 - Interest
 - Fines
 - Risk Management
 - Fingerprint fees
 - Click-on calls
 - Double penalty levies
- ii. A "Particulars of Owner" form is completed by the new owner.
- iii. A debit order form is completed - - not compulsory.
- iv. A set of Rules is supplied to new residents.
- v. A copy of the Title Deed is received by CHHOA.

- vi. A copy of the Agreement of Sale is received by the CHHOA and in the case of an empty stand, that a clause is inserted indicating that penalty levies are payable.
- vii. The new owner will be charged levies from the date of registration. Any credit on the sellers account is paid to the transferring attorney for disbursement.
- viii. It is important to note that the CHHOA only accepts bank guaranteed cheques and bank transfers and no undertakings from attorneys are accepted, prior to the release of the clearance certificate and/or consent forms.

B. CONSENT

An inspection will be held and a consent form is issued to the transferring attorneys.

2. LEVIES

- i. In terms of rule 6.1.1, 6.1.2 and 6.1.3 of the Estate Rules levies are payable.
- ii. Interest at the rate of Prime plus 7% as published by Absa from time to time is charged on all arrear amounts outstanding from the 8th day of each month and is raised in arrears.
- iii. Statements are processed on the 15th day of each month (or the closest working day).
- iv. All payments up to and including the 24th day of each month will be reflected on the current statement.
- v. Statements are posted or e-mailed on the 25th day of each month (or the closest working day thereafter.)
- vi. Certain extraneous charges such as grass slashing or click-on-calls may only be reflected after 60 days, due to overlap in invoicing from suppliers.

3. ARREARS

A. ITC AND ATTORNEYS FEES

- i. Once an account is outstanding for THIRTY (30) days the owner will be contacted by the HOA in order to establish why the account is in arrears and the owner will be afforded an opportunity to make an arrangement

for payment of the arrear amounts. The HOA /BOD will not be compelled to agree to the arrangement proposed by the owner.

- ii. All accounts that are SIXTY (60) days in arrears will be handed to the Cornwall Hill Home Owners Association's appointed attorneys for collection of the account.
- iii. All legal fees incurred by the HOA / BOD shall be for the account of the owner. The legal costs shall be added to the owner's account and shall be payable together with the next month's levies.
- iv. The onus is on the owner to prove that payment was made timeously, that the HOA /BOD should have been reasonably aware of the payment made, and that the legal costs were accordingly not incurred due to the fault of the owner. In such an event the owner should not be held responsible for payment of the legal costs.
- v. The HOA /BOD shall, in its discretion, be entitled to refer any matter to its appointed attorneys for legal action or to take such other steps with regards to the collection of arrear accounts.

B. HAND OVER PROCESS

- i. At 30+ days a SMS is sent out to resident to pay arrears levies.
- ii. If no response is received, an email is send out later the same month.
- iii. If no response is received within 60 days, the matter is handed over to the HOA attorney or ITC.

4. QUERIES

- i. All telephonic or written account queries will be dealt with within 24 hours of receipt of query.
- ii. Should the resident not be satisfied with the explanation/resolution, they may hand in a written complaint to the Estate Manager and/or the Board of Directors.

5. SECTIONAL TITLE UNITS

When a stand has been converted to two sectional title units, both owners will become Members of the Association and two levies will be payable.

6. DEBIT ORDERS

- i. All residents are encouraged to make use of the debit order system.
- ii. The debit order form allows for a maximum to be deducted from their account and the CHHOA may not exceed this amount.
- iii. The debit order is deducted from the residents account on the 1st of the month, or the closest working day.
- iv. It is the responsibility of the owner to ensure that the debit order limit is sufficient for their monthly levy deduction.
- v. In the case of a debit order being rejected, an amount to be decided by the BOD from time to time will be charged. If a debit order is rejected three times, it will be cancelled.
- vi. This debit order will be cancelled with notification from your attorney at registration when the property is sold or when requested by the owner.

7. DOUBLE LEVIES

- i. All buildable empty stands attract a double levy penalty (over and above the normal levy), unless the title deed reflects differently.
- ii. All penalty levies are raised monthly with normal levies and are payable in advance.
- iii. Penalty levies will cease once the owner advises the Administration office of the foundation slab being laid and once the CHHOA carries out an inspection of same and is satisfied.
- iv. The penalty levies will then cease from the 1st day of the next month.
- v. Should building cease for a period of 90 days, all penalty levies will be reinstated.
- vi. All penalty levies shall be reinstated if the construction is not completed within TWELVE (12) months as per rule 20.4 and 20.5, or after such extended time as arranged between the BOD and the owner as per 2.7 of the Architectural Guidelines.

8. UNBUILDABLE STANDS

- i. Should an owner discover after proper investigations requiring IE drilling and a report from a Geo Technical Engineer, that the stand is not

suitable for building for residential purposes, as defined by the Council for Geosciences, application can be made to the CHHOA for relief from all levies.

- ii. The onus is on the owner to supply a report from the Geotechnical Engineer and supported by the Council for Geosciences reflecting that the stand has been found unsuitable.
- iii. Once the written report is received by the CHHOA, a letter confirming this will be sent to the owner and all levies will cease from the 1st day of the following month.
- iv. However, should the stand be sold at a later stage for development or at a market related price determined by the BOD, all arrangements and extensions granted by the BOD to the selling owner shall lapse and all these rules shall be applicable to the new owner.
- v. Should further investigation prove a footprint suitable for building, all levies will be charged from date of commencement of any earthworks/clearing of the stand subject to rule 20.4 and 20.5.
- vi. If the stand is sold on, the charging of levies will be reviewed.
- vii. Should the stand be found to be unbuildable, any penalty levies will be reversed for a maximum of 6 months.

9. BUILDING DEPOSITS

- i. A refundable building deposit is payable upon commencement of building.
- ii. This deposit is refundable simultaneously with the written confirmation by the Association of the date of completion, as described in clause 2.8 of the Architectural Guidelines.