

# THORNY HILL ESTATE

## **ESTATE RULES**

### **Introduction**

- a) Owning a residence in the Estate means enjoying a special lifestyle in an environment shared by few others and rather different to what many people are accustomed to.
- b) The Homeowners Association (HOA) is an important mechanism to ensure that the quality of life enjoyed by residents is maintained and that the needs and concerns of owners with respect to operating and maintaining the Estate are addressed.
- c) The objective of the Estate is the provision of a high quality lifestyle for residents, and the rules are there to regulate safety, security, privacy and protection of this lifestyle.
- d) The rules have been established in terms of the Memorandum and Articles of the HOA. They are binding upon all occupants of the Estate, as in any decision taken by the trustees in interpreting these rules.
- e) Happy and harmonious community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate.
- f) In respect of the interpretation of these rules, the decision of the Trustees is final and binding.
- g) Each owner should be familiar with the Constitution of the HOA and the Estate Rules.
- h) Residents are expected at all times to respect the rights of other residents as regards noise, safety etc.

**Legal status**

In accordance with the conditions of title of every property on the Estate, the registered owner ("the Owner") is obliged to comply with the rules, and any interpretation thereof made by the Trustees in terms of the constitution of the HOA ("the Estate Rules")

**Registered owner's responsibility**

The owner is responsible for ensuring that all members of his family, tenants, visitors, friends, employees, contractors, contractor's sub-contractors, and delivery persons also comply with the Estate Rules.

**Amendments**

In terms of the constitution, the trustees are entitled at any time to amend, add to or delete from the estate rules in whatever manner they may deem necessary in order to protect the interests of the HOA. The trustees may amend the estate rules without incurring any liability to any person, and any amendments shall immediately become binding upon all owners, irrespective of whether or not such amendment has been communicated in writing to owners.

**Estate security**

- a) The security of the Estate is considered to be a paramount importance. Owners shall at all times assist and comply with whatever security systems and procedures relating to access control or other aspects which may be implemented by the trustees.
- b) It is recorded that the perimeter security and access control system will strive to serve a deterrent function.
- c) Owners shall allow reasonable access over their properties to the HOA, their employees or agents or contractors to service and maintain the electrical fence.

- d) Neither the developer, the HOA, the managing agent, the security contractor, nor any of their agents or employees shall be liable for any loss of life, injury, damage or loss of property suffered by any person.
- e) Every owner must ensure that his visitors, contractors and employees adhere to the security stipulations of the HOA.
- f) All occupants are advised to install a home security system as soon as possible after taking occupation of their homes, and to link the system to a response company.

#### **Payment of levies**

Levies are due and payable monthly in advance on the first day of each and every month at the offices of the managing agent appointed by the trustees. The trustees are entitled to charge interest on levies or any other payments due to the HOA which are not paid on due date. Owners are reminded that no property may be transferred until all amounts due to the HOA have been paid, and that they may not vote at any meeting or stand for election if they are in arrears with any payments.

#### **Maintenance of properties**

Owners shall at all times maintain open stands, boundary walling or fencing, to the satisfaction of the trustees.

#### **Environmental Management**

- a) No rubble or refuse may be dumped or discarded in any public area.
- b) Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.

- c) Vacant stands must be kept clean to the satisfaction of the Association. Owners are responsible to remove rubble dumped on their erven even if dumped by others.
- d) Should an owner or occupant fail to comply with any of the above rules the Association is entitled to do the necessary work and to claim payment of its expenditure from the owner or occupant together with 10% administration fee.
- e) General refuse, garden refuse and refuse bags may not be placed on the road or adjacent thereto, except if they will be removed within a period of 8 hours.
- f) Owners shall maintain sufficient fire-breaks on their properties to prevent the spreading of any veld fires.
- g) Building material may not be dumped on the road under circumstances.

#### **Road traffic behaviour**

- a) In order to achieve a pleasant environment which is as safe as possible for other people, owners shall drive on the estate with the utmost care at all times.
- b) A speed limit of 40km/hr will apply. Save for the above, the Gauteng Traffic Ordinance shall remain in force.

#### **Indemnity**

The residents' use of the open space areas and roads is entirely at their own risk at all times. Every member of the Association hereby waives any right he may obtain against the Association to claim any damages incurred by virtue of damage to or loss of property or the personal injury of the member occasioned while anywhere on the estate.

Every member indemnifies the Association against any such claim made by the member's spouse, child, parent, servant, guest or invitee.

**Letting and reselling property**

- a) The owner shall ensure that a Purchaser/Lessee is informed about and receive a copy of these rules and other administrative regulations applicable from time to time.
- b) A clearance certificate must be obtained from the association at a cost determined by the association (which amount may be adjusted annually at the discretion of the association) prior to any transfer. The association may withhold the certificate until all amounts due to it in respect of the property have been paid and until it has been furnished with a written acknowledgement by the Purchaser that he has received and read and binds himself to these rules.
- c) The Seller or lessor of a property in the estate ensure that the sale/lease agreements contain the undermentioned Clauses and the Association is entitled to withhold the clearance certificate until adequate written evidence is given to it that the sale agreement contains the said clauses.

**Sale Agreements to contain the following:**

a) **Homeowners' Association**

The Purchaser acknowledges that upon registration of the property into his name, he automatically becomes a member of the HOA and hereby subjects himself to the provisions of the Memorandum and Articles of Association and to the rules of the HOA. The rules become applicable to the owner on the earlier of the date of occupation of the property by the owner or the date of transfer of the property to the owner.

b) Conditions of title

The Seller shall be entitled to procure that, in addition to all other conditions of title, the following conditions of title be inserted in the title deed in terms of which the purchaser takes title to the property.

- (i) Subject to the following conditions imposed in favour of and enforceable by the HOA or their successors in title:
  - (aa) The property is sold subject to the following provisions which shall be embodied as provisions in the Title Deed of the property in a form as may be required by the Registrar of Deeds:
    - (i) The owner and his successors in title of the property, or any sub-division or consolidation thereof, or any interest therein, shall not be entitled to transfer it without the prior written consent of the HOA, which consent shall not be unreasonably withheld.
    - (ii) The owner and his successors in title of the property or any sub-division or consolidation thereof, shall automatically become and shall remain a member of the HOA and be subject to its memorandum and articles of association until he ceases to be an owner as aforesaid. Neither the property, or any sub-division or consolidation thereof, shall be transferred to any person who has not bound himself in writing to the satisfaction of the HOA to become a member of the HOA.

- (iii) As from the date of transfer the Purchaser shall be liable for payment of the HOA of a levy determined by the HOA and which levy shall be utilized inter alia towards maintenance or property belonging to the HOA and the security fence as well as disbursements relating to security matters and for such purpose as memorandum and articles of association of the HOA may prescribe. Such levy shall not include rates and taxes for which the Purchaser shall remain separately liable.

**Lease Agreements to contain the following:**

- a) "Lessees of properties and their family, visitors and servants become bound to the estate rules on occupation of the property and shall adhere to these rules."
- b) The lessee acknowledges upon occupation of his premises, he and his family, his visitors and servants shall adhere to the rules and regulations as contained in this document.
- c) The lessor must personally ensure that the lessee received a copy of the house rules, and any other administrative regulations applicable at the time and bind his lessee to the rules and regulations in the lease.

**Building rules and stipulations**

- a) The rules and restrictions set out below are in addition to any rules and restrictions imposed in terms of conditions of title, town-planning schemes, national or any other building regulations.



Compliance with restrictions imposed by the HOA shall under no circumstances absolve the owner of a property from the need to comply with restrictions imposed by third parties nor shall it be construed as permitting any contravention of sections imposed by any authority having legal jurisdiction.

- b) The number of improvements that may be erected on a property shall not exceed the maximum density permitted in terms of a town-planning scheme or subdivisional conditions.
- c) No staff accommodation may be erected closer to the street than the main house unless contained under the same roof. Kitchen yards, drying yards and kitchen facilities are to be screened.
- d) No dwelling shall be smaller than 200 square metres excluding out-buildings and garages.
- e) The contractors and/or owner shall provide facilities for building rubble disposal and ensure that workers make use of this facility, which has been provided, and that any building rubble is removed on a regular basis from a property. Such property is to be kept as clean as possible of building rubble.
- f) Deliveries to building sites from suppliers must be scheduled during normal working hours.
- g) It is encumbered on the contractor and/or builder to provide toilet facilities for their workers.
- h) The owner and/or contractor shall be responsible for damage to roads.

- i) Owners will be fined R50,00, payable to the HOA for the 1<sup>st</sup> offence and R150,00 for subsequent offences. The fines are payable within 7 (SEVEN) calendar days at the offices of the HOA.

### **Good neighbourliness**

- a) No business activity or hobby, which causes aggravation or nuisance to fellow occupants, may be conducted.
- b) The volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should take place in such manner as not be heard on adjoining properties.

### **Notices**

Any written notice addressed to an owner or occupant at the property occupied or owned will be deemed to have been received and its contents to have come to the addressee's notice if it is either delivered at the property to any person seemingly in occupation of the property and seemingly 14 years of age or older or if it is attached to what appears to be the main entrance to the property or if it is posted by prepaid registered mail to any postal address on which the owner may have advised the association in writing, then ten days after posting thereof.

### **Pets**

- a) Pets are not allowed to roam the streets.
- b) Pets must be walked on a leash in public areas.

### **Administration**

- a) All levies are due and payable in advance on the first day of each and every month.

- b) Interest will be raised on all accounts in arrears.
- c) A further penalty, to be determined from time to time, will be imposed on any accounts unpaid after 60 days.
- d) The trustees may amend or add to the House Rules from time to time, as may be deemed necessary to ensure the happy and orderly co-existence of occupants.
- e) The trustees have the right to fine transgressors where any of the rules as stipulated by the HOA from time to time have been broken. Such fines will form part of the levy and be due and payable on due date of payment of the levy.

**Tenants, visitors, contractors and employees**

- a) Should any owner let his property, he shall in writing advise the HOA in advance of occupation of the name of the Lessee, and the period of such lease. The owner shall inform the lessee of all house rules and other rules, and bind the lessee to adhere to such rules.
- b) The onus of the property let will lie with the owner.
- c) The occupiers of any property within the estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the house rules.