



THORNHILL ESTATE
DOCUMENT CONTROL SYSTEM

MAS:002:C

**CODE OF CONDUCT, RULES AND REGULATIONS
FOR THORNHILL ESTATE**

Original Issue 'A'	Name	Signature	Date
Prepared:	Gov Committee	<i>ORIGINAL</i>	07/06/2010
Recommended: Governance Com.			
Authorised for Issue: THOA Chairman:	Allan Bartram	<i>Signed A. Bartram</i>	03/12/2010

REV	DESCRIPTION	DATE	CONTENT APPROVED	AUTHORISED
B	Updated in conformance with the 2011 Constitution	2011-11-01	THOA Board 08/05/2012	Ian Boxall 08/05/2012
C	Updated in conformance with the 2014 Constitution	2015-07-14	THOA Board 21/07/15	S. Burrow 21/07/15

TABLE OF CONTENTS

1.	Introduction	5
1.1	Legal Status	5
1.2	Code of Conduct, Rules and Regulations	5
1.3	Rules of Conduct	5
2.	The Structures and Responsibilities of the Thornhill Homeowners' Association	7
2.1	Thornhill Homeowners Association and Structures	7
2.1.1	Membership	7
2.1.2	Trustees	7
2.1.3	Other Homeowners' Associations	7
2.1.4	Sub Committees	7
2.1.5	THOA Staff	8
2.1.6	THOA Office	8
2.2	Ownership and Maintenance Responsibility	8
2.2.1	Owned & Maintained by THOA	8
2.2.2	Owned & Maintained by Member	8
2.2.3	Owned & Maintained by Johannesburg City Council	8
2.2.4	Telephone Service	9
3.	Environmental, Building and Aesthetic Appearance	9
3.1	Maintenance of Property	9
3.2	Unightly Objects	10
3.3	Estate Flora and Fauna	10
3.4	Vacant Stands	10
3.5	Building Work	11
3.6	Pamphlets and Notices	11
4	Sales and Rental of Property	12
5	Owner's Responsibility	13
6	Payment of Levies and Other Amounts Due	13
7	Estate & Rental Agents Operating In Thornhill Estate	13
8	Good Neighbourliness	14
8.1	Noise	14
8.2	Road Traffic Behaviour & Parking/Storage of Vehicles, Boats and Trailers	14
8.2.1	Road Traffic Regulations	14
8.2.2	THOA Specific Restrictions	14
8.2.3	Parking and Storage	15
8.2.4	Penalties	15
8.3	Pets	15

9	Business Activities, Hobbies and Other Activities	16
10	Recreational Facilities	16
10.1	General Provisions	17
10.2	Estate Swimming Pools	17
10.3	Playground and Jungle Gyms	17
10.4	Social and Community Activities	17
11	Limitation of THOA Liability	18
12	Estate Security	18
12.1	Important Contact Numbers	18
12.2	Security Systems and Procedures	18
12.3	Access Control	19
13	Amendments to the Rules	21
14	Complaints and Arbitration	21
14.1	Complaints	21
14.2	Vandalism	22
14.3	Penalties	22
15	Generators	23
ADD1:	Addendum 1 - Membership of Thornhill Homeowners' Association Form.	
ADD2:	Addendum 2 - Property Transfer Clearance & Authorisation Certificate.	
ADD3:	Addendum 3 - Architectural/Aesthetic Guidelines and Building Rules.	
ADD4:	Addendum 4 - Contractor Rules.	
ADD5:	Addendum 5 - Contractors Registration Form.	
ADD6:	Addendum 6 - Estate & Rental Agents Rules and Registration.	
ADD7:	Addendum 7 - Registration of Tenants.	
ADD8:	Addendum 8 - Business Accreditation Rules.	
ADD9:	Addendum 9 - Terms and Conditions for Hiring the Community Centre.	
ADD10:	Addendum 10.1 - General Communication Form.	
	Addendum 10.2 - Notice of Non-compliance Form.	
ADD11:	Addendum 11 - Rules Governing Installation and Operation of Generators.	
ADD12:	Addendum 12 - Security Access Registration Form.	
ADD13:	Addendum 13 - Schedule of Fees, Fines and Penalties.	

Thornhill Homeowners Association

9 Namur Avenue, Thornhill Estate, Modderfontein. 1644

Tel: 011 608 0835 Fax: 011 608 2832 Email: admin@thoa.co.za Web: www.thoa.co.za



CODE OF CONDUCT, RULES AND REGULATIONS

1. INTRODUCTION

Thornhill Estate is administered by the properly elected Trustees of Thornhill Home Owners Association (THOA), who are the representative governing body of the Estate in terms of the THOA Constitution. The Residents of Thornhill Estate enjoy the benefits of community living. They take pride in the serene surroundings and appreciate the tranquil settings, secure open spaces, natural beauty with many trees and waterscapes seldom found elsewhere. The THOA trust that by adhering to this Code of Conduct, Rules and Regulations, all these attributes of our Estate will be sustainable for all to enjoy for many years to come.

1.1 LEGAL STATUS

In accordance with the conditions of title of every property on the Estate, the registered Owner is obliged to comply with the Estate Rules, and any interpretation thereof, made by the Trustees in terms of the Constitution.

1.2 CODE OF CONDUCT, RULES AND REGULATIONS

1.2.1 The purpose of the Code of Conduct, Rules and Regulations, hereafter simply referred to as the Conduct Rules is as follows:

- a) To provide residents with a high quality and secure lifestyle at Thornhill Estate.
- b) Instituted in terms of the Thornhill Homeowners Association (THOA) Constitution.
- c) Together with the Municipal by-laws, is binding upon all homeowners, residents and visitors.

1.3 CODE OF CONDUCT

1.3.1 Harmonious community living is achieved when residents of the Estate are able to use and enjoy their properties as well as the public areas in a safe and tranquil way. General consideration by all for each other will greatly assist in achieving a happy community.

Decisions taken by the Board of Trustees in interpreting and applying the Conduct Rules will be binding upon all homeowners, residents and visitors. To ensure the peaceful and orderly coexistence of owners and tenants on the estate, the Board of Trustees may alter, amend or add to the Conduct Rules as and when deemed necessary.

1.3.2 The Rules contained within this document are aimed at assisting you to be aware of your responsibilities as a resident of Thornhill Estate and ensuring that you and members of your

family, tenants, visitors, friends, employees, their family and friends and any other invitees, abide by and adhere to the Conduct Rules.

- 1.3.3** Rules assist in maintaining the exceptional lifestyle offered by this Estate; they contribute towards harmonious communal living, exceptional security, protection of our Environment, and ultimately the enhancement of property values of all our homeowners.
- 1.3.4** The Board of Trustees has the right to impose fines or penalties on transgressors of the Conduct Rules. Such fines or penalties will be added to the monthly levies. Failure to pay any portion of a levy will result in legal action if the THOA deems it necessary.
- 1.3.5** By choosing to reside in Thornhill Estate, individuals voluntarily subject themselves to the established rules & regulations of the THOA. Estate living requires that one forgo certain freedoms one might have in a larger more isolated property for the benefit of the security and quality of life offered by Thornhill Estate.
- 1.3.6** The THOA wishes to emphasize from the outset that being a resident of Thornhill Estate, means being part of a unique community. The THOA is an important mechanism to ensure that the quality of life enjoyed by residents is maintained and that the needs and concerns of owners and their tenants with respect to operating and maintaining the Estate are addressed.
- 1.3.7** These Estate Rules are primarily to regulate the safety, security and privacy of owners and residents as well as protection of the environment and quality of lifestyle within the Estate.
- 1.3.8** It is the duty of each owner and their tenants to be familiar with the latest Constitution of THOA as well as the Conduct Rules, for the Estate, and other governance documents, which may change from time to time.
- 1.3.9** Copies of these documents are available from the Estate Management offices during office hours where these may be viewed. They may also be downloaded online from the official Thornhill Homeowners Website at www.thoa.co.za.
- 1.3.10** The THOA database and information concerning security processes and procedures of the Estate are classified and confidential in nature, and disclosure thereof to any third party is limited in order to protect the privacy and security of homeowners and residents of the Estate. Any disclosure of information relating to this database and security of the Estate contrary to the provisions contained in the Promotion of Access to Information Act, No 2 of 2000, shall be a contravention of the said Act and may lead to civil or criminal action being instituted against the person or persons that disclosed the classified and confidential information.

2 THE STRUCTURES AND RESPONSIBILITIES OF THE THORNHILL HOMEOWNERS ASSOCIATION (THOA)

2.1 THORNHILL HOME OWNERS' ASSOCIATION AND STRUCTURES

2.1.1 MEMBERSHIP

By definition, and in accordance with the THOA Constitution and the Title Deeds of every registered property, every property owner in Thornhill Estate is automatically a member of the Thornhill Home Owners' Association.

As the Owners "own" the THOA, it is important that the community works together to maintain the Estate in a pristine condition for the benefit of all. Construction, development and behaviour outside the scope of the Conduct Rules will generally not be in the interest of Owners or the Residents.

2.1.2 TRUSTEES

The Trustees are appointed in terms of the Constitution by the Owners at each year's Annual General Meeting (AGM). All are volunteers and are unpaid.

2.1.3 OTHER HOMEOWNER'S ORGANISATIONS

There are three other home ownership organisations existing within Thornhill Estate, namely:

- The Villas Home Ownership Association (a legally constituted association not for gain).
- The Cottages Home Ownership Association (a legal entity constituted in terms of the Sectional titles Act 95 of 1986).
- Oaktree Village Homeownership Association (an association of home owners living within the environs of Oaktree Village).

The above three organisations, although in possession of their own constitutions and or rules, are within the boundaries of the Thornhill Estate and hence all home owners of the three aforementioned organisations will also automatically all be members of the Thornhill Home Owners Association and as such will be bound by the Conduct Rules thereof.

2.1.4 SUB-COMMITTEES

There are various other sub-committees formed to assist with the running of the Estate and like the Board of Trustees, are all volunteers and unpaid. These sub-committees, which may be added to as needs arise, are currently as follows:

- Finance
- Security
- Governance
- Gardens, Estate and Environmental (Gardening)
- Architectural/Aesthetics (Architectural)
- Social

2.1.5 THOA STAFF:

There is a Management Team located at the Estate Office and employed by the THOA. It currently consists of:

- a) An Operations Manager, or as determined by the Board of Trustees from time to time.
- b) An Administrative Assistant
- c) Cleaning Assistant.

The Operations Manager as the appointed representative of the Trustees has the authority of the Trustees in applying these rules. Any instructions issued by the Operations Manager regarding the application of the Rules will carry the authority of the Board of Trustees. In addition to the permanent staff, a number of service contracts are issued from time to time to undertake certain specific services as required and in accordance with approved budgetary constraints.

There will be zero tolerance for abuse of Estate employees, for the lack of co-operation or non-compliance with an issued ruling. Penalties and or legal steps will be taken against offenders. The employee may also institute independent action.

2.1.6 THOA OFFICE:

The office is located 50m from the main entrance gate, on the right hand side as you drive into the Estate.

2.2 OWNERSHIP AND MAINTENANCE RESPONSIBILITY

There is often a misunderstanding of what Owners and residents can expect from the Management staff and also who is responsible or who owns which services. These issues are clarified as follows:

2.2.1 OWNED AND MAINTAINED BY THOA:

- a) Parks and Private Open Space
- b) Ponds
- c) Amenities such as the Community Centre and Swimming Pools.
- d) Other items such as the Playground Equipment and Braai areas.
- e) Gate Houses
- f) Security Fence, surveillance and other security related equipment
- g) Water well(s) and associated equipment

2.2.2 OWNED AND/OR MAINTAINED BY MEMBERS:

- a) **Water:** From the house side of the water meter.
- b) **Sewer:** Up to the connection to the City of Johannesburg sewer
- c) **Electricity:** The distribution of power within the property.
- d) **Telephone:** Depends on the terms agreed with the Service Provider.
- e) The property registered to the Member as per Clause 5.1 of the THOA Constitution.
- f) THOA shall not be responsible in any way for loss or damage occurring to such property including but not limited to Acts of God.
- g) Armed response service, if installed.

2.2.3 OWNED AND/OR MAINTAINED BY THE CITY OF JOHANNESBURG:

Owners are requested to report any problems they may personally experience with the Municipal Services, described below, directly with the relevant City of Johannesburg

Department. THOA staff will assist the Owners and Residents by providing advice and/or possibly contacting the various municipal departments when there is a major breakdown or supply problem.

- a) **Electricity Supply:** The supply of power to all residences.
- b) **Sewer System:** All blockages, overflowing, repairs and cleaning can only be carried out by the City of Johannesburg. THOA are not allowed to work on the Council System. This is the same as any suburb within the City boundaries.
- c) **Water System:** Everything up to the water meter.

2.2.4 TELEPHONE SERVICE:

The telephone service is provided and maintained by the selected Service Provider. THOA does not own or maintain these services, but THOA staff will provide advice on how to deal with service problems.

3 ENVIRONMENTAL, BUILDINGS AND AESTHETIC APPEARANCE

The collective pride we have in our Estate depends to a considerable extent on the contribution made by every homeowner and/or resident in creating and maintaining a pleasing appearance of their property, and thereby to the Estate as a whole. The design and inclusion of architectural elements, including garden structures, are subject to approval by the Architectural/Aesthetics Sub-Committee

3.1 MAINTENANCE OF PROPERTY

- 3.1.1** Every owner / resident has a responsibility to maintain the pavement area between the road kerb and the boundary of their property and keep this neat and tidy. Gardens, trees, plants, walls, post boxes, bollards etc. on pavement areas may not restrict movement of pedestrians or obscure the vision of motorists. A Notice of Non-compliance will be issued to property owners that fail to comply.
- 3.1.2** Garden walls and outbuildings visible from the road must be maintained and painted in accordance with the architectural guidelines. In the event of any requirement not receiving satisfactory treatment or attention, the THOA, after having served the owner with a Notice of Non-compliance, reserves the right to undertake the necessary work at the owner's expense. Any cost incurred by the THOA will be added to the levies of the relevant homeowner.
- 3.1.3** Owners and tenants are to ensure that declared Invader plants are not planted or allowed to grow in their gardens or on pavement areas. A list of these plants and trees can be obtained from the relevant Government authorities.
- 3.1.4** Owners shall at all times maintain the exterior of their houses, their garden, boundary walling or fencing, and the sidewalk between the kerb and the road boundaries of their property to the satisfaction of the THOA.
- 3.1.5** The THOA may from time to time request the Owner to undertake maintenance to comply with THOA rules within a stipulated reasonable time period, as specified on the Non-compliance notice.

- 3.1.6** In the event that this maintenance is not carried out within the period stipulated, the THOA would be entitled to carry out the maintenance and recover the costs from the Owner.
- 3.1.7** Should any Owner wish to repaint their house, they should ensure that the colour selected complies with the Estate guidelines. Prior approval of any colours not included on the official colour palette must be obtained from the Operations Manager regarding colour BEFORE painting commences.
- 3.1.8** No seepage, leakage or discharge of any nature originating from an Owner's property, inclusive of swimming pool backwash, is to be discharged onto the sidewalk or road surfaces.

3.2 UNSIGHTLY OBJECTS

- 3.2.1** Owners shall at all times ensure that any object, which could, in the opinion of the THOA be considered unsightly or to the detriment of the appearance of the Estate, is not visible from the road, common areas, or other properties.
- 3.2.2** Washing, mats, and other objects may not be draped over walls, balustrades, garden furniture or fences and must not be visible from the road or neighbours garden.

3.3 ESTATE FLORA AND FAUNA

- 3.3.1** Fauna (Animals) of any nature may not be chased, trapped or injured in any area of the Estate by residents or their pets, visitors, guests, invitees, tenants, contractors, employees etc.
- 3.3.2** Flora (Plants) may not be damaged or removed from any Owner's property or General Area on the Estate. No tree on the Estate, may be damaged, excessively trimmed or cut down without first having obtained the express written permission of the THOA whose response will not be unreasonably delayed and whose permission will not be unreasonably withheld. Also see 3.1.4 above & the "Tree Trimming & Removal Request Form" shall be submitted.
- 3.3.3** Residents are requested to report in writing or e-mail to the Operations Manager any incident of builders, residents or tenants who litter, dump rubble or garden refuse or damage flora (Plants) or interfere with Fauna (Animals) on the Estate.
- 3.3.4** The unauthorised removal or damage of flora from the General Areas will be regarded as theft or vandalism and liable for prosecution.

3.4 VACANT STANDS

- 3.4.1** The owner of any vacant stand is responsible for keeping his stand and adjacent pavement in a neat and tidy condition and having the grass cut regularly. If the THOA guidelines in this respect show that the vacant stand is a security threat or fire hazard, or simply unsightly, the owner will be served with a Notice of Non-compliance and if the appropriate action is not taken the THOA has the right to cut the grass and have the cost added to the stand owner's levy account.

3.5 BUILDING WORK

All building activities within Thornhill Estate are governed by rules and regulations, which are defined in the following addenda:

- Addendum 3: Architectural/Aesthetic Guidelines and Building Rules.
- Addendum 4: Contractors Rules.
- Addendum 5: Contractors Registration Form.

3.5.1 An owner may not apply to the relevant authority to change and/or amend the land use rights without the prior consent of the THOA trustees.

3.5.2 The owner shall ensure that approved building work on a vacant stand and/or renovations, alterations or additions to existing buildings shall comply with the stipulated time limits from commencement to completion of the Building Works. Failure to comply with the prescribed completion times shall be subject to a double levy until the date of completion. Refer to the THOA Constitution, clause 6.10.

3.5.3 Owners who wish to undertake building work must first consult with the Operations Manager in order to discuss and fully understand the relevant requirements and rules of the THOA.

3.5.4 There is an Architectural/Aesthetics Committee that inspects and approves all plans submitted. Building work, including house alterations and additions, and the erection of any structures, e.g., walls, aviaries, gazebos, garden sheds and carports, etc, will not be permitted without the approval of the Architectural Committee.

3.5.5 The Operations Manager will visit the building sites from time to time, but will not supervise or control the quality of any building, as this is the responsibility of the Owner.

3.5.6 . A pavement deposit must be paid, which is refundable once the pavement has been satisfactorily cleared.

3.5.7 Building materials, rubble or other refuse must be cleared weekly from pavement areas during building in accordance with Clauses 8 & 10 of Addendum 4. After building operations have been completed the whole site and adjacent pavement must be finally cleaned-up within a two week timeframe or the deposit will be forfeited.

3.5.8 Dumping of any nature is not allowed on the Estate and a fine will be imposed.

3.6 PAMPHLETS AND NOTICES

3.6.1 It is expressly forbidden to stick pamphlets and personal notices at the entrance gates, or anywhere else on the Estate common Property, except for the Notice Board located at the THOA Office.

3.6.2 No pamphlet(s) shall be distributed within the Estate without prior permission from the Operations Manager.

3.6.3 No door-to-door sales, canvassing or fund raising may be conducted within the Estate.

4. SALES AND RENTAL OF PROPERTY

To ensure that the rules that regulate ownership and residency of the Estate are conveyed to new owners and residents, the following relating to letting and selling of property shall apply:

- 4.1 In terms of the Title Deeds of every property in Thornhill Estate, and in terms of the constitution of the THOA, every owner of any Erf, or property, shall automatically become and shall remain a member of the THOA and associated Homeowners' Associations, as the case may be, and be subject to the respective constitutions until he / she ceases to be an owner as aforesaid.
- 4.2 Should any owner wish to sell or let property on the Estate through an Estate or Rental Agent, then such agency may only operate in accordance with Clause 7 hereof and shall be registered in terms of Addendum 6: Registration of Estate & Rental Agents in Thornhill Estate.
- 4.3 Owners may elect to sell their property privately, without the payment of a fee to THOA for the promotion and advertising of their property within the Estate. However, owners will be required to comply with the requirements of Estate & Rental Agent Registration Rules, as described in Addendum 6.
- 4.4 An Owner must ensure that his tenants and Estate or Rental Agents adhere to these rules and will be responsible for any failure by such tenant or Estate or Rental Agent to comply herewith.
- 4.5 In the case of a sale of a property, the Owner, via the Estate Agency, if applicable, must ensure that the buyer receives a copy of the THOA Constitution, the Conduct Rules, applicable to all Thornhill Estate residents, and is informed about all the other administrative regulations applicable at the time of the sale. Failing this, the buyer will only have recourse against the seller.
- 4.6 In the case of a rental property, no owner may enter into a lease of a property on the Estate unless such lease refers to strict compliance with the Conduct Rules, a copy of which shall be given to the tenant. Owners are responsible for ensuring that their tenants abide by the rules.
- 4.7 The Owner must ensure that tenants are registered in terms of Addendum 7: Registration of Tenants. The document must be completed and handed to the Estate Office prior to the tenant taking up residence. Failure to do so will result in a fine as a breach of Security Access Rules (Addendum 13).

5. OWNER'S RESPONSIBILITY

- 5.1 The Owner of each property is responsible for ensuring compliance with the Estate Rules by his or her family, tenants, visitors, invitees, employees, contractors, subcontractors, delivery persons and the like.
- 5.2 The Owner shall be responsible for penalties levied against such persons by the THOA.

- 5.3 Each Owner will comply with the Conduct Rules and will not be entitled to rely on the non-compliance of an Estate Rule by any other Owner as a defence or as a reason for non-compliance.

6. PAYMENT OF LEVIES & OTHER AMOUNTS DUE

- 6.1 Levies are due and payable monthly in advance on or before the 1st day of every month.
- 6.2 The THOA is entitled to charge interest and penalties on any levy or any other outstanding amount not paid on due date. The approved interest rate shall be at prime rate plus 9%.
- 6.3 Owners are reminded that no property may be transferred until all amounts (including interest, administration costs, penalties and legal costs) due to the THOA have been paid.
- 6.4 No Owner may vote at any meeting of the THOA nor stand for election as a Trustee if in arrears with any amount due to the THOA.
- 6.5 The THOA reserves the right to take legal action on any overdue accounts. Should the THOA hand over any arrear levies and fines for collection, the Owner shall be liable to pay all fees in accordance with the attorney and client scale, including collection commission and tracing fees if any.
- 6.6 Levies may be paid by debit order, internet banking, cheque or cash. Debit orders and electronic banking payments details can be obtained from the web site or the Homeowners Office. The onus is on the Owners of properties to ensure that their postal details are correct and the THOA is informed in writing.

7. ESTATE & RENTAL AGENTS OPERATING IN THORNHILL ESTATE

- 7.1 To ensure compliance with the rules that regulate the sale of property in Thornhill Estate, Owners must comply with the following:
- 7.1.1 Appointed Estate & Rental Agents must comply with the requirements of Addendum 6: Estate & Rental Agents Rules & Registration.
- 7.1.2 All appointed Estate and Rental Agents must conform to the requirements of Clause 4 hereof.
- 7.1.3 Agents must provide the contact particulars of any new purchaser or tenant, including their full names, telephone numbers and occupation date, as well as similar details of the transferring attorney in the event of a sale or rental to enable the Association to maintain its records.

8. GOOD NEIGHBOURLINESS

In order to preserve and enhance the residential character and lifestyle within the Estate, all Owners and tenants shall at all times behave in a considerate, reasonable and civil manner,

and shall in particular make every effort to avoid causing inconvenience or nuisance to other Owners or tenants. Owners and tenants shall comply with the rules made by the Trustees, as mandated by the Owners, in order to regulate behaviour in the Estate. Consideration for others in the Estate will create good neighbourliness.

8.1 NOISE

8.1.1 No noise shall be created before 07:00 Mondays to Saturdays and before 09:00 on Sundays.

8.1.2 No noise shall be created after 22:00 Monday to Thursdays and after 23:00 Fridays and Saturdays, and 13:00 on Sundays

8.1.3 The use of maintenance equipment such as weed eaters, mowers and power tools etc. shall only take place on Monday to Saturday from 07:00 to 18:00 and on Sunday from 09:00 to 13:00.

8.1.4 The sound volume of generators, music, or electronic instruments, TV's, Video / DVD players, partying, and the activities of residents and domestic staff and/or any other instrument or device shall be maintained at a level so as not to disturb surrounding neighbours and no person may allow noise levels on their property to be a nuisance to neighbours on adjoining or surrounding property.

8.1.5 Firearms and pellet guns, of any description, may NOT be discharged on the Estate,

8.2 ROAD TRAFFIC BEHAVIOUR & PARKING / STORAGE OF VEHICLES, BOATS AND TRAILERS

8.2.1 Road Traffic Regulations

In accordance with the South African Road Traffic Ordinance, all drivers within the Estate must obey all standard road traffic rules as required on a public road, as well as any instructions indicated by Estate Security Officials and / or Pointsmen e.g.

- a) Only registered and licensed motor vehicles are permitted to drive within the Estate. In this context, "motor vehicle" means any vehicle designed, propelled or adapted to be propelled by means of engine or electric motor or combinations thereof.
- b) Only licensed drivers are permitted to operate motor vehicles on the Estate. No under-aged drivers permitted.
- c) All vehicles must be equipped with lights for night driving.
- d) Crash helmets shall be worn at all times by both driver and pillion passenger of any road legal two wheeled motor vehicle.

8.2.2 THOA Specific Restrictions

The following pertain:

- a) No vehicles other than THOA vehicles and their agents are permitted to drive on the Common Areas (lawns, paths, Road Reserve, etc.).
- b) No quad bikes are permitted to be driven on any part of the Estate.
- c) A speed limit of 40 km per hour shall apply on all roads within the Estate. Failure to adhere to speed limits shall result in the imposition of a penalty.

8.2.3 Parking and Storage

- a) No parking is permitted on or in any of the following areas:
 - Any road reserve, common area or private open space;
 - Parking in the Community Centre parking area is reserved for bona fide patrons of the Community Centre and surrounding recreation facilities;
 - Parking in designated parking areas is for temporary parking of residents and their guests. No vehicles may be parked for an extended period in these areas, except with the express permission of the THOA.
- b) The THOA is under no obligation to provide parking facilities for residents. If residents possess vehicles that they are unable to park off the street in their own properties they are required to make alternative arrangements for storage off the Estate.
- c) Residents are to ensure that their vehicles and those of their guests are parked neatly off the street in their driveways. Where parking has to encroach onto the road, it should be done in such a way so as not to cause an obstruction or nuisance to neighbours. Sidewalks are the property of the THOA and parking must not cause any damage.
- d) Residents shall be required to immediately comply with any THOA or security request to remove a vehicle, boat, or trailer which in the opinion of the THOA is parked contrary to the spirit of these rules, or which is unsightly or causing an obstruction. The THOA reserves the right to remove offending vehicles and recover any costs from the resident.
- e) Should THOA declare that any caravan, trailer, boat, other item or mechanical equipment that is stored on or about any property and / or within public view is detracting from the surroundings or the aesthetic appeal of the Estate, THOA shall have the right to instruct the Owner to remove or conceal such item.

8.2.4 Penalties

- a) The THOA or their designated Agents may impose penalties on Owners and tenants for non-compliance with rules of this section or for any other unspecified use, parking or storage of a motor vehicle, boat or trailer, which may, in their opinion, run counter to the spirit of the Estate Rules.
- b) In addition to any penalty imposed, THOA will ensure that all legal remedies available against such driver are enforced, including but not limited to the institution of criminal proceedings.

8.3 PETS

8.3.1 No Person may keep more than 2 dogs and/or 2 cats on their property without written permission of the THOA.

8.3.2 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.

8.3.3 No pets are allowed on the roads or common areas unattended. Such animals will be deemed as strays and may be removed from the Estate to protect the safety of residents or to prevent them from becoming a nuisance.

8.3.4 Dogs must be leashed and under control while in any common area, except the road reserve, which is the only area where they may run off the leash under the control of their

Owner. The road reserve is defined as the area between the southern boundary fence at the R25 (P91) and the southern boundary fences of the adjacent properties.

- 8.3.5** The removal of any excrement deposited by any pet in a common area shall be the immediate and sole responsibility of the Owner of that pet.
- 8.3.6** Every dog or cat must at all times wear a collar with a tag indicating the Owner's contact details. Pets found without tags will be immediately removed from the Estate.
- 8.3.7** All residents shall ensure that their pets being dogs, cats, birds and/or other animals are not the cause of disturbance to their neighbours or any other person on the Estate.
- 8.3.8** The THOA reserves the right to demand that an Owner or tenant remove a particular pet from the Estate should that pet – in the opinion of the THOA – become a nuisance within the Estate.
- 8.3.9** The THOA shall impose penalties for non-compliance with these rules. The THOA is not required to but may at its sole discretion; issue a warning to the Owner for a first offence prior to imposing a penalty and/or removing a pet from the Estate.
- 8.3.10** For complaints regarding pets, the complainant shall lodge a complaint with the Estate Office as described in Clause 14.1 hereof.

9. BUSINESS ACTIVITIES, HOBBIES AND OTHER ACTIVITIES

Thornhill Estate is first and foremost a residential estate and in the interests of protecting its residents from the nuisance or aggravation usually accompanying any business activity, the following shall apply:

- 9.1** Should any Owner wish to operate a business from their residential premises then such Owner shall apply to the Trustees for permission to do so.
- 9.2** Such permission shall not be unreasonably withheld and such person making application shall comply with the requirements of Addendum 8: Business Accreditation Rules.
- 9.3** No person may conduct any business, professional or commercial activity from or on any property within the Estate, which is contrary to any rules, regulations and by-laws of the applicable Town Planning Scheme. Should any written complaints be received by the Trustees, that such business, profession or commercial activity, hobby or other activity is the cause of a disturbance or nuisance, the Trustees may direct that such business, profession, commercial activity, hobby or other activity cease and any instructions, directions or ruling made in this regard shall be complied with.

10. RECREATIONAL FACILITIES

All recreational facilities, lakes, picnic spots and common areas are for the use of all Owners, tenants, residents and their guests.

10.1 GENERAL PROVISIONS

- 10.1.1** In the spirit of good neighbourliness Owners and their tenants and guests are expected to leave the facility in the condition that it would be expected to be found.
- 10.1.2** While recreational activities are welcome, and encouraged, the THOA insists that all litter is removed or placed in appropriate refuse bins and not left at the site.
- 10.1.3** Properties are private residences and the privacy and avoidance of disturbance to these properties should be considered at all times.

10.2 ESTATE SWIMMING POOLS

- 10.2.1** Use of the Estate swimming pools is restricted to Thornhill Estate residents and their guests only.
- 10.2.2** Use of the Estate swimming pool area is strictly at own risk. Parents are reminded that it is their responsibility to ensure that any children under the age of 16 should be supervised at all times.
- 10.2.3** No glass containers or inflatable apparatus (including boogie boards) are allowed within the pool area.
- 10.2.4** Dogs or other animals are not permitted to use the pool.

10.3 PLAYGROUND & JUNGLE GYMS

- 10.3.1** Use of the playground is strictly at own risk and parents are asked to ensure that children are supervised at all times.
- 10.3.2** Only those playgrounds and equipment provided by the THOA are allowed on the common property. Privately owned play equipment shall be confined to the Owner's private property and shall meet the requirements laid down by the Architectural guidelines as detailed in these Rules, and may only be erected with the express written permission of the THOA.

10.4 SOCIAL AND COMMUNITY ACTIVITIES

- 10.4.1** One of the objectives of the THOA is to create a community spirit that is conducive to family life. Functions are arranged from time to time to engender this. It is generally not intended to organise functions for profit making purposes. If at any stage a function is arranged for fundraising purposes prior approval must be obtained from THOA.
- 10.4.2** The Estate web site www.thoa.co.za, a community newsletter and other methods will be used to advertise events and happenings within the Estate and surrounding areas. Homeowners, tenants and advertisers are invited to contribute any newsworthy items to the website and newsletter. These must be submitted to the newsletter editor or Estate Office for possible inclusion.

10.4.3 The Community Centre may be hired by residents for private functions. This may be arranged in terms of Addendum 9: Terms and Conditions for the Hire of the Community Centre.

11. LIMITATION OF THOA LIABILITY

11.1 The THOA, its Trustees, Employees, Servants or Agents shall not be responsible to the Owner or to any family member, tenant, employee, domestic, agent, customer, visitor or invitee of the Owner or any other person claiming through the Owner for any accident, injury (including death), damage or loss caused by or through or while using any of the roads or common property in the Estate and the facilities on or under the control of the THOA including but not limited to the Lakes, the Estate swimming pool facility, soccer pitch, the playground, whether or not arising from or accountable to negligence, or however else occasioned, or arising from any defect in the aforesaid roads, common property or facilities, or as a result of any act whatever or neglect on the part of the THOA, its Trustees, Employees, or Agents, or by reason of any repair to be effected by the THOA not being effected timeously or at all.

11.2 The Owner acknowledges that the roads, common property and facilities envisaged in this clause will be used at his sole risk and indemnifies the THOA and its Trustees, Employees, Officers and Agents against any claim in respect of any of the foregoing.

12. ESTATE SECURITY

12.1 IMPORTANT CONTACT NUMBER

- Security – Main Gate 011-608-4361
- Estate Office 011 608 0835

12.2 SECURITY SYSTEMS AND PROCEDURES

12.2.1 The security of the Estate is considered to be of paramount importance.

12.2.2 Owners and their tenants shall at all times comply with whatever security systems and procedures relating to access control or other security aspects which may be implemented by the THOA.

12.2.3 It is to be noted that the perimeter security and access control system serves as a deterrent and detection function and is not guaranteed to prevent a determined attempt at intrusion into the Estate.

12.2.4 Neither the THOA nor its Security Contractor nor any of their Agents, or Employees shall be liable for any loss of whatsoever nature and howsoever arising.

12.2.5 Whichever Security Company is contracted to undertake the access control and Estate security is the contracted Agent of the THOA, not of individual Owners or their tenants. No Owner or tenant may issue an instruction to Security Employees other than directly through the Estate Management.

- 12.2.6** There will be NO tolerance of abuse (verbal or physical) of security employees, or of a lack of co-operation or non-compliance with any issued instructions. Penalties and/or legal and criminal steps will be taken against offenders at the discretion of the THOA. The Security Company may also institute independent action separately.
- 12.2.7** Burglar proofing is permitted subject to the following conditions:
- a) Must be fitted to the inside of the window.
 - b) Must be of simple design, i.e. horizontal and vertical sections only.
 - c) To be painted a dark colour to render it unobtrusive.
 - d) Steel security doors may be fitted to the outside of the front and back doors. These must be of simple design and colour to match the doors.
- 12.2.8** Electric fencing to site boundaries is discouraged for aesthetic reasons. No razor wire or broken glass security measures may be installed.
- 12.2.9** A remote monitoring and reaction function. However, such service may be obtained from the Control Centre of the appointed THOA Security contractor as a privately contracted function independent of the THOA. Such arrangement would automatically involve Thornhill Estate Security staff and the armed response vehicles which are linked by a common communication system with the security contractor's Control Centre.
- 12.2.10** Should an Owner wish to install a totally independent armed response service they may do so, provided that the chosen Security Operator abides by all the THOA Conduct Rules. Such arrangement would not automatically involve Thornhill Estate Security as they would not be linked by a common communication system. THOA cannot be held responsible for the poor performance of independent alarm systems and security operators that are not approved by THOA.
- 12.2.11** Alternatively, an Owner may simply install an alarm system and rely on neighbours to report a potential security problem to the main gate, or hope that one of the patrol cars hears the alarm.

12.3 ACCESS CONTROL

- 12.3.1** As an integral part of overall security the THOA shall be responsible for regulating access to the Estate. There is a significant cost attached to operating and maintaining a secure access control system. It follows that granting of access to Owners and Tenants to make use of the access control system and expedite entry and exit for them and their guests shall only be afforded to those Owners and tenants who are up to date with their levies and who are not in breach of the rules. In this connection all residents must complete Addendum 7 (Tenants) or 12 (Owners), as the case may be.
- 12.3.2** Access control involves the use of a biometric system that allows residents who have registered their fingerprints on the system to gain access to the Estate. Should the system, for some reason, be unable to register a residents fingerprint then the resident will be issued with an access card, which is swiped to gain access.
- 12.3.3** Regular visitors, employees, contractors etc., are to be registered on the biometric system. .

- 12.3.4** The THOA reserves the right to suspend the operation of an Owner or Tenant on the biometric system should that Owner or Tenant be in arrears with THOA levies or any other monies owing, including unpaid penalties. This includes any additional individuals residing, working or visiting at the same property.
- 12.3.5** Similarly, biometric access may be suspended by the Estate Security or THOA should the resident or homeowner have contravened the Estate Rules, or whose conduct, in the opinion of Estate Security or THOA, may jeopardise the integrity of the security system and/or the community.
- 12.3.6** The THOA shall not be entitled to deny access to the Estate to any bona fide Owner or Tenant whose biometric access has been suspended.
- 12.3.7** Owners and Tenants are obliged to inform the Estate Office of any short-term (less than 3 days) contractor or service provider (e.g. electrician, plumber, painter, etc.) who may be required to carry out work at their premises.
- 12.3.8** Each property Owner or Tenant within the Estate shall be required to register all persons residing at the property, as well as regular visitors, to gain access via the biometric system (cards will only be issued when fingerprints do not function on the system).
- 12.3.9** No biometric access shall be registered on the system or given to non-residents of the Estate without written request from the Owner or Tenant.
- 12.3.10** No employees including but not limited to, domestic workers, gardeners, nannies, housekeepers, drivers, agents, au pairs, or contractors shall be entitled to register for biometric access via the traffic booms at the gates except by special application to the Operations Manager. Residents are required to register their employee's biometric access at the THOA office.
- Live-in domestic workers and other regularly employed individuals will be loaded on the access system and will be required to use the turnstile or gate to enter or exit the Estate.
- 12.3.11** Access cards are not transferable. Holders may not allow other individuals to gain possession or make use of their access card.
- 12.3.12** A resident may not make use of their fingerprints or access card to allow the entry or exit of any person or vehicle other than the one in which they are travelling. The security of the Estate is dependent upon being able to identify persons and vehicles of non-residents entering the Estate.
Circumventing strict access procedures compromises the security of the Estate.
- 12.3.13** A resident whose fingerprints do not register on the system shall at all times ensure that his/her access card is kept in a safe place and shall notify the Estate Office in writing within 24 hours of any loss of an access card.
- 12.3.14** Property owners shall ensure that the Estate Office is informed whenever tenants give notice to leave so that their biometric access may be suspended or deactivated at the end of their lease.

- 12.3.15** Persons should note that biometric access, not used for an unbroken period of 90 days will result in automatic deactivation. Re-registration will then be required to reactivate a person's access status.

13. AMENDMENTS TO THE RULES

- 13.1** In terms of the Constitution, the Trustees are entitled at any time to amend, add to, or delete from the Conduct Rules in whatever manner they may deem necessary in order to protect the interests of the THOA, and members shall be advised thereof.
- 13.2** The Trustees may amend the Conduct Rules without incurring any liability to any person, and any amendment shall become binding upon all Owners and their tenants once the relevant Rule has been updated on the official Thornhill Homeowners Website.
- 13.3** The THOA shall communicate any changes to the rules by whatever means it deems appropriate as soon as reasonably possible.

14. COMPLAINTS AND ARBITRATION

Members are assured of the THOA's commitment to administer the Estate as efficiently as possible, and that all matters raised for attention will be considered and where possible, handled to the satisfaction of the member(s).

14.1 COMPLAINTS, SUGGESTIONS, Etc.

- 14.1.1** All complaints, including those regarding pets, must be in writing on the prescribed form found in Addendum 10.1: General Communication Form. The completed Form can be submitted by hand, electronically or via Fax, to the Estate Office marked for the attention of the Operations Manager.
- 14.1.2** Complaints received from members will be recorded in an official Complaints Register and a reference number assigned to the Complaint where after the Operations Manager will conduct an appropriate investigation.
- 14.1.3** The THOA commits to acknowledging receipt of the Complaint within 3 working days of receipt thereof.
- 14.1.4** Complaints will only be dealt with if residents are prepared to furnish their names, addresses and telephone numbers.
- 14.1.5** The THOA commits to responding to the complaint and the Complainant within seven (7) working days of receipt or such extended period as may be required in appropriate circumstances.
- 14.1.6** All complaints will be investigated by the Operations Manager who will consider the complaint and if warranted a Notice of Non-compliance will be issued

- 14.1.7** The THOA is not prevented by this clause from taking action on its own initiative if evidence of unacceptable conduct should come to its attention from a source other than a written complaint.
- 14.1.8** If the resident is dissatisfied with the ruling, an objection may be lodged with the Board of Trustees within 7 working days and the Board of Trustees shall respond following the next Board meeting.
- 14.1.9** If a resident is dissatisfied with the ruling made by the Board of Trustees they may decide to take the matter to arbitration in terms of the THOA Constitution.

14.2 VANDALISM

- 14.2.1** The THOA has a zero tolerance approach to vandalism (damage) of Estate property . Any damage to Estate property will attract a penalty as stated in Clause 14.4 hereof.
- 14.2.2** The SAPS will be called and a case of damage to property will be opened. All damages will be restored at the at the expense of the owner of the property where the perpetrator resides or is visiting.
- 14.2.3** Should damage be caused to the property of an Owner within the Estate THOA will provide the Owner with all the information at its disposal with regards to such damage. Any legal action will then be at the discretion of the Owner.

14.3 PENALTIES

This Section should be read in conjunction with Addendum 13: Schedule of Fees, Fines and Penalties, which lists the applicable penalties as determined by the Trustees from time to time.

- 14.3.1** The THOA is entitled to impose a financial penalty on an Owner or tenant for non-compliance with or breach of any of the Estate Rules.
- 14.3.2** The penalty shall be as per the current Addendum 13: Schedule of Fees, Fines and Penalties. Exceptions to this may be permissible for contraventions not covered by the existing schedule.
- 14.3.3** The recipient is entitled to lodge a written objection to or an appeal against the penalty with details of any mitigating circumstances. Such objection must be lodged at the THOA Management Offices within 7 working days of receipt of notice of the penalty. If no such objection or appeal is lodged, within the aforesaid 7 days, then the penalty becomes final and binding on the recipient.
- 14.3.4** The Board of Trustees shall be required to consider the objection or appeal and shall respond following the next Board meeting. The decision as to whether or not the penalty stands or should be amended shall then be final and binding on the recipient.
- 14.3.5** The penalty shall be debited to the Owner's levy account.
- 14.3.6** If a resident is dissatisfied with the ruling made by the Board of Trustees they may decide to take the matter to arbitration in terms of the THOA Constitution.

15. GENERATORS

Any installation of a generator, whether purchased or rented irrespective of output or portability, requires approval from the Operations Manager. Such installation must be carried out by a competent person, as defined in the Occupation and Safety Act.

All applications will be reviewed against the criteria contained in Addendum 11: Rules Governing the Installation and Operation of Generators.