

# Silver

STONE

COUNTRY ESTATE



# RULES AND REGULATIONS

Ref: SS/2009/RAR/001

# Rules and Regulations

(Ref: SS/2009/RAR/001 last updated the 28 Feb 2013)

Approved by the Silver Stone Home Owners Association Board of Directors at its meeting on 28 February  
2013

## FOREWORD

Silver Stone is established to be the ESTATE OF PREFERENCE, representing a high quality, peaceful, safe and harmonious lifestyle. It is a place of safety and protection and a home to a happy, prosperous and healthy community.

Silver Stone Home Owners Association strives, through its elected Board of Directors, to ensure that the Rules and Regulations are applied and managed with due care, circumspection and discretion in the best interest of the Silver Stone community and enforced with the necessary due process when required.

## STRUCTURE OF THE RULES AND REGULATIONS

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## 1. Interpretation

1.1 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	
1.1.1	‘the Act’	The Companies Act, 1973, including any amendment, consolidation or re-enactment thereof.
1.1.2	‘the Articles’	The Articles of Association as now framed or as from time to time amended by special resolution.
1.1.3	‘the Association’	Silver Stone Home Owners Association (Association incorporated under Section 21 of the Companies Act of 1973).
1.1.4	‘BOD’	The Board of Directors.
1.1.5	‘the Chairman’ or ‘Deputy Chairman’	The Chairman or the Deputy Chairman of the Board of Directors.
1.1.6	‘common facilities’	Recreational facilities, security facilities, parking facilities, gardens, terraces, clubhouse 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.
1.1.7	‘the Company’	The Company as constituted by its Memorandum of Association.
1.1.8	‘the Directors’/‘Board of Directors’	Board of Directors of the Silver Stone Home Owners Association, duly elected at the Annual General Meeting of the residents of Silver Stone. It is 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.

1.1.9	‘electronic communication’	A communication in terms of data messages as provided for in the Electronic Communications and Transactions Act No. 25 of 2002.
1.1.10	‘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.
1.1.11	‘stand’	Any portion of the Estate transferred or transferable into the name of a person.
1.1.12	‘Estate’	Silver Stone Estate.
1.1.13	‘general meeting’	An Annual General Meeting or a general meeting of the members of the Association.
1.1.14	‘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.
1.1.15	‘the Estate Manager’	The Estate Manager appointed in terms hereof from time to time.
1.1.16	‘member’	A member of the Association.
1.1.17	‘Memorandum’	The Memorandum of Association of the Company in force for the time being.
1.1.18	‘the office’	The registered office of the Association.
1.1.19	‘owner’	The person who, in terms of the title deed of a property, is the registered owner of such property in the Estate.

- 1.1.20 ‘person’ A natural person or any company or any close corporation incorporated or registered under law and any body of persons corporate or incorporated, with legal personality under the laws of South Africa or registered trust.
- 1.1.21 ‘property’ A stand within the Estate registered in the name of a member.
- 1.1.22 ‘the register’ The register of members of the Association.
- 1.1.23 ‘resident’ Any person living on the Estate on a permanent basis, irrespective of whether such person is a member of the Association.
- 1.1.24 ‘the Rules’ The Code of Conduct and Estate Rules made by the Directors in terms of the articles as they apply from time to time.
- 1.1.25 ‘the secretary’ The secretary of the Association for the time being.
- 1.1.26 ‘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.
- 1.1.27 ‘clubhouse’ The clubhouse and its surrounding areas.
- 1.1.28 ‘clubhouse fee’ The amounts payable for the renting of the clubhouse as determined by the Board of Directors from time to time.
- 1.1.29 ‘Lessee’ The owner who signed the application form for the renting of the Clubhouse.
- 1.1.30 ‘SSHOA’ Silver Stone Home Owner Association.

- 1.2 Unless the context otherwise requires:
- 1.2.1 words importing the single number shall include the plural number and vice versa;
  - 1.2.2 words importing the masculine gender shall include the feminine gender;
  - 1.2.3 words importing natural persons shall include firms and corporate bodies;
  - 1.2.4 the word 'meeting' shall include an adjourned meeting;
  - 1.2.5 any reference to any provision of the Act shall include such provision as it may be modified from time to time.
- 1.3 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.
- 1.4 The provisions of the Contract of Sale and Memorandum and Articles of Association of Silver Stone Homeowners Association are incorporated herein, *mutatis mutandis*, as if specifically repeated, and in the event of a different interpretation between any of these provisions and the Rules, the provisions of the Contract of Sale or the Memorandum and Articles of Association will prevail.

## **2. Service Providers**

### **2.1 Managing Agent**

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### **2.2 Aesthetics Committee**

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### **3. RULES AND REGULATIONS**

#### **3.1 Broad Guidelines and Applicability**

3.1.1 The Silver Stone Home Owners Association (the 'Association') is a Company incorporated under Section 21 of the Companies Act, 1973. The Silver Stone Estate Rules and Regulations (the 'Rules') set out in this document are issued by the Association in terms of the powers conferred to and the authority vested in the Association stipulated in its Memorandum and Articles of Association of the Silver Stone Homeowners Association.

3.1.2 The intention of the Rules and Regulations contained in this document is to ensure the continuance of objectives of the Association. These objectives are the following:

- To ensure a high quality lifestyle;
- To protect the communal interest of members, residents, occupants and other users of stands in the Estate;
- To ensure the security and character on the Estate, to control traffic and to ensure the architectural standards of buildings and other structures to be erected in Silver Stone;
- To implement, administer and control security and access into and inside Silver Stone;
- To control the use of roads and open areas in Silver Stone, subject to all local, Provincial and National Laws;
- To provide for the maintenance of sidewalks and open areas in Silver Stone;
- To provide controls for keeping dogs, other pets and animals in Silver Stone;
- To issue and thereafter vary, alter, retract or add to Rules and Regulations for the administration and control of properties in Silver Stone and the owners and other occupants of properties in Silver Stone, as well as the movement of vehicular traffic in Silver Stone;
- To make Rules for the completion of the erection and/or alteration and/or addition to homes and other structures on stands in Silver Stone within prescribed periods;
- In the event of the Association becoming the registered owner of a stand in Silver Stone, to care for and maintain these stands and to assume the risk in respect thereof and to pay rates and taxes in respect thereof, said expenses to be defrayed from the levy fund referred to below;
- To levy contributions from its members of such amounts and so regularly as the Directors of the Association may determine as sufficient to defray the expenses of the Association (more fully set out in the Memorandum and Articles);

- To promote at all times by Rules and Regulations and the enforcement thereof in the broadest sense and in any manner the Association sees fit the rights of its members and legal occupiers to use their properties, streets, sidewalks, clubhouse and facilities and open spaces in Silver Stone, without undue detraction or encroachment by other owners, occupiers, their visitors, children and employees.
- 3.1.3 Every person who receives transfer of a stand in Silver Stone will upon registration of transfer automatically become a member of the Association. If the party taking transfer is not a natural person, it will be obliged prior to transfer to nominate a natural person to represent it and to notify the Association of the full names, street address and postal address of the said representative, failing which the Association may choose the identity of the representative from amongst the Directors, Members, Trustees, partners or other similar office bearers of the owner. Every person who has become a member of the Association shall automatically cease being a member as soon as such person ceases being the registered owner of a stand in the Estate. The developer shall be a member of the Association until it no longer owns stands in Silver Stone. Where a stand is owned by more than one person, all the registered owners shall together be deemed to be one member of the Association and shall together have the rights of one member of the Association, shall jointly and severally be liable for the member's obligations and shall together exercise one vote at meetings of the Association. These Rules and guidelines are additional to that contained in the Articles of Association of the Association. Should there be any discrepancies between these Rules and guidelines and the Articles of Association of the Association, the Articles of Association of the Association shall prevail.
- 3.1.4 The Rules have been established in terms of the Memorandum and Articles of Association of the Silver Stone Home Owners Association being a Section 21 Company. The Rules are legally binding upon all residents of the Estate as is any decision taken by the appointed Directors of the Association (herein after always one referred to as 'Directors') in interpreting and applying these Rules.
- 3.1.5 The registered owners of properties on the Estate are responsible for ensuring that members of their families, visitors, friends, tenants and domestic staff, as well as any contractors or sub-contractors are made aware of and strictly abide by these Rules.
- 3.1.6 Harmonious community living is only achieved when residents are able to use and enjoy their private property as well as the communal areas of the Estate. General consideration by all residents for each other will greatly assist in achieving a happy community.
- 3.1.7 No religious or traditional ceremony of any kind may be practiced on the common property or on the exclusive use areas, including slaughtering of animals for ritual purposes which is a traditional ceremony, unless written permission has been granted by the HOA and the applicant has complied with the By-Laws and Meat Safety Act and any other applicable legislation and/or Regulations as may be enacted from time to time.

3.1.8 In the event of annoyances, disputes or complaints arising for any reason, the involved

Parties should endeavour to settle the matter between themselves amicably, exercising understanding, tolerance and consideration. In instances where problems cannot be solved, the matter should be referred to the Directors for arbitration and settlement.

3.1.9 The Directors may alter, change, amend or add to the Rules as and when deemed necessary to ensure the happy and orderly co-existence of owners and/or residents. In respect of the interpretation of the Rules, the Directors decision is final.

3.1.10 Should an employee of the HOA have a family member on the Board, the Board member of such employee will not be permitted to be present at a meeting should any issues need to be discussed regarding the employee.

## 3.2 Enforcement Procedures

- 3.2.1 Any willful or negligent transgression of these Rules and Regulations, including all the Codes of Conduct relating to the Estate shall, irrespective of other terms and provisions, constitute an offence which is punishable by a fine of not more than R25 000 (twenty five thousand rand) and guided by the Indicative Schedule of Fines (as per Annexure E). This amount and the Indicative Schedule of Fines may be reviewed by the BOD from time to time and if so reviewed, notice shall be given in terms of paragraph 3.13 of these Rules and Regulations. All fines issued to a resident shall be added to the owner's monthly levy.
- 3.2.2 A Director as elected to and serving on the BOD of the Association, the Estate Manager, an owner or lawful occupier or a security officer or guard employed by or contracted to the Association shall, in the case of a transgression of these Rules and Regulations being reasonably suspected, be entitled:
- 3.2.2.1 to call for and record the relevant name and address (including in the case of minor or unlicensed drivers, the names and addresses of their parents and/or guardians)
- a: to ascertain whether a driver is licensed;
- b: where it is necessary for the aforesaid purposes, to stop a vehicle, provided it is safe to do so and at own risk;
- c: to report suspected transgressions of the Rules and Regulations in writing to the Estate Manager.
- 3.2.3 The Estate Manager or such other officer or employee of the Association to whom power has jointly or otherwise been delegated by writing shall notify the suspected transgressor in writing of details of the charge, including details of the Rules and Regulations allegedly transgressed and the fine proposed in case of conviction. Such fine shall be imposed in accordance with the schedule of fines. Cases not dealt within the schedule shall carry a penalty in terms of the schedule trends, subject to the maximum as per subparagraph 3.2.1 above.
- 3.2.4 The person or persons to whom such notice has been given may respond thereto in writing within 10 (ten) work days of receiving the notice. Such response may include:
- a: a denial of liability;
- b: representations as to mitigating circumstances;
- c: representations as to the amount of the fine.

- 3.2.5 If no such response is received, the transgressor shall be deemed guilty and the lack of response an admission of guilt and the imposed fine shall be payable. Such notice shall be given to the transgressor and the fine added to his/her levies for the following month.
- 3.2.6 If a response has been received timeously concerning representations as to mitigating circumstances or the amount of the fine, a Tribunal Committee consisting of three Board Members, i.e. the Estate Manager and two Directors, alternatively three Directors, plus other officials as required, may in its discretion reject the representations, take such circumstances into account and reduce or suspend the fine for a period or waive the fine with a warning. Notice of such decision shall be given to the transgressor who may respond in writing within 10 working days of such notice. Reasonable effort shall be made by the Tribunal and office of the Silver Stone Home Owners Association to confirm that the transgressor has in fact received notice of the decision.
- 3.2.7 If no such response is received, the transgressor shall be deemed guilty of the transgression and the lack of a response an admission of guilt and the imposed fine shall be payable (in both instances as originally framed or amended, as the case may be). Such notice shall be given to the transgressor and the fine added to his/her levy for the following month.
- 3.2.8 If the alleged transgressor has denied liability in terms of sub-paragraph 3.2.4a or has responded to the decision of the Tribunal Committee in terms of paragraph 3.2.6, the matter shall be referred for a disciplinary hearing, the time and place of which to be notified by the Tribunal Committee.
- 3.2.9 The hearing shall be conducted before a committee of at least three members of the Board of Directors appointed by the Board, one of whom shall be appointed chairman of such committee. The procedure, to be fixed by the chairman shall as far as possible be informal, but shall at least provide for the presenting of the Tribunal Committee's case, cross-examination of witnesses, presenting the alleged transgressor's case, cross examination of witnesses and argument. The chairman shall ensure appropriate conditions to determine the matter fairly and quickly, but shall deal with the substantive merits of the case with minimum legal formalities.
- 3.2.10 Verbal evidence shall be delivered under oath or affirmation, a record shall be kept of the proceedings and reasons shall be provided for the verdict of the committee, such verdicts to be determined by a majority vote.
- 3.2.11 No legal representation shall be allowed.
- 3.2.12 If the alleged transgressor is absent from the hearing, the hearing shall proceed in his/her absence and any written representations by the alleged transgressor shall be admitted on his/her behalf and taken into account.
- 3.2.13 There shall be no appeal from a finding in terms of paragraphs 3.2.5 or 3.2.7, nor from the findings and verdict of the committee in terms of paragraph 3.2.9, and such finding shall be final.

### **3.3 Use of Roads**

- 3.3.1 The use of the roads are an integral part of SILVER STONE COUNTRY ESTATE for the benefit of all residents, visitors, contractors and others, whether in vehicles, motor cycles, bicycles, or on foot, and must be respected and regarded as a vital element of the community environment. Drivers of motor vehicles do not have preferential right of use and are obliged to afford an equal right of use to all other users. The roads are private estate roads and are not the responsibility of the Local Municipality.
- 3.3.2 The speed limit is restricted to 40 kilometers per hour. ALL ROAD SIGNS must be obeyed. Residents are to ensure that their guests are aware that children may be utilising the roads for recreational purposes.
- 3.3.3 With the exception of the above, all the provisions of the Road Traffic Act 29 of 1989 apply, as well as any other Municipal by-laws or Gauteng Province ordinances.
- 3.3.4 Parents are responsible for the safety of their children and must ensure that when their children do use the roads for whatever reason, their children also adhere to road and traffic rules, regulations and laws as well as acceptable safety precautions.
- 3.3.5 Engine powered vehicles are not allowed to drive anywhere except on the roads. The clubhouse, parks and pavements are expressly off limits.
- 3.3.6 Parking on sidewalks and in the street opposite traffic islands is not allowed.
- 3.3.7 The use of motorcycles or any other vehicles with noisy exhaust systems, save for entering into and exiting from the Estate, is prohibited. The Estate Manager has the delegated power to determine if such a vehicle is unnecessarily noisy or not.
- 3.3.8 The Association reserves the right to prevent vehicles from entering the Estate if they are found to be or appear to be un-roadworthy or unlicensed.
- 3.3.9 The driver of any engine powered vehicle must be in possession of a valid driver's licence for the said vehicle.
- 3.3.10 Residents should report the registration number of any vehicle that they consider contravenes the Gauteng Province Road Ordinance and/or the Association's Rules and Regulations, i.e. speeding, disregarding road signs or any other contravention, to the Association.
- 3.3.11 The sidewalks are solely for the use of cycling, walking and jogging purposes.
- 3.3.12 No motorized mode of transport of whatever nature, save for the Estate maintenance vehicles are allowed in and on the designated sidewalks.

### 3.4 Good Neighbourliness

- 3.4.1 No business activity or hobby which could cause aggravation or nuisance to fellow residents may be conducted, including auctions, exhibitions, jumble sales, manufacturing, direct sales and similar activities. No business may be conducted from the private properties within the Estate without prior permission received in writing from the BOD. These restrictions are due to the fact that these type of businesses would increase the amount of pedestrian and vehicle traffic in the Estate and for various reasons, not the least being security, it is advisable to avoid such a situation. Guidelines for legitimate home businesses and registration requirements are covered in Annexure G.
- 3.4.2 The volume of music or electronic instruments, partying and the activities of domestic staff should be tuned to a level that will not cause a disturbance to neighbours.
- 3.4.3 The use of mechanical equipment, power saws, lawnmowers and the like and building maintenance should only take place during the following hours:
- Monday to Saturday: 07h00 to 19h00
- Sunday: None.
- 3.4.4 Laundry must only be hung on washing lines which are screened from the street and neighbouring properties.
- 3.4.5 No advertisements or publicity material of any nature may be exhibited or distributed, except under special circumstances and then only with the written consent of the Association.
- 3.4.6 Door-to-door canvassing is not permitted.
- 3.4.7 Consumption of Alcohol is prohibited on sidewalks and in the street.
- 3.4.7 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 Estate residents. Test-driving of serviced vehicles should best be conducted outside the Estate.

### **3.5 Tenants, Visitors and Employees**

- 3.5.1 In the final analysis, the responsibility to enforce the Rules contained herein rests with the owner/s.
- 3.5.2 Should any owner let his/her property, he/she shall, in writing, advise the Association of the name and contact numbers of the lessee and the lease period. The owner is obliged to inform the lessee of the Estate Rules and Regulations and bind the lessee to conform therewith.
- 3.5.3 The occupiers of any property within the Estate are responsible for the conduct of their staff, visitors, contractors and employees and must ensure that all such persons obey the Estate Rules. If these persons fail to adhere thereto, the Association reserves the right to deny the transgressors' future entry and levy fines on the owners of the said properties.
- 3.5.4 The owner/resident of a unit must ensure that his/her gardener, domestic worker and contractors which he/she uses are registered at the Security Service. The resident will bear all the administrative costs.
- 3.5.5 The owner/resident acknowledges and agrees that his/her gardener, domestic worker and contractor may be denied access to the Estate should he/she not comply with rule 3.5.4.



### 3.6 Pets

- 3.6.1 The local by-laws relating to pets will be strictly enforced. Please ensure that you are aware of these Regulations.
- 3.6.2 No person may have more than four dogs on a property. Written permission may be obtained from the Directors to exceed this limit. Application to exceed the maximum has to be submitted to the BOD accompanied with the necessary motivation. The decision of the Directors is final.
- 3.6.3 Every pet must have and wear a collar and tag indicating contact details of the owner.
- 3.6.4 No poultry, pigeons, aviaries, catteries, wild animals, livestock or similar may be kept on the Estate without the prior written consent from the Association. The approval of the above is to the discretion of the Association and provisions and restrictions may be issued and prescribed to the applicant. It is specifically placed on record that if any permission granted leads to any nuisance at any later stage, the permission granted earlier may be reconsidered at the Association's sole discretion. The permission is a grant and not any right including right established by means of presidents.
- 3.6.5 NO PET IS ALLOWED TO ROAM THE STREETS and must be held on a leash in all communal areas, sidewalks or kerbs. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians as well as other pets are not attacked, traumatized or harassed and that no nuisance or disturbance is caused to neighbours and fellow residents at any time during the day or night.
- 3.6.6 Should any excrement be deposited in a communal area, sidewalks or kerbs, the IMMEDIATE removal thereof shall be the responsibility of the owner of the pet. Failure to do so will be subject to an immediate spot fine.
- 3.6.7 Pets found roaming the streets of the Estate unattended, with or without identification tags, will be handed over to the SPCA and the owner will be responsible for the collection of their pet/s and the payment of any costs incurred. In addition, a spot fine will be issued to the owner. The Association reserves the right to request any owner to remove his/her pet(s) should a continual nuisance or disturbance be created and reported.
- 3.6.8 Contravention of the Local Municipal Dog By-Laws:
- 3.6.9 The owner will be responsible for any damage or injury to property / persons/ other animals within the Estate by his / her dog/s.

**Section 12(1):** Subject to provisions to the contrary in these by-laws or any other by-laws, no person shall bring to, or allow in a public place, any dog that:

- a. is wild, dangerous or ferocious; or
- b. is in the habit of charging or chasing people, vehicles, animals, fowls or birds outside the premises where the dog is kept; or
- c. causes damage to any person or property, or is a bitch in season.

**Section 13:** No person shall, without justifiable causes:

- a. set a dog on any person, animal or bird; or
- b. permit any dog under his/her supervision or in his/her custody to terrify any person, animal or bird.

**Section 14:**

- a. No person shall keep a dog that creates a disturbance or nuisance; or
- b. Suffers from a contagious disease.

**Section 16:** No person shall keep more dogs on his/her premises than are described in the appropriate schedule to these by-laws.

**Section 17(1):** No person shall allow any dog in a public place, unless the owner or other person keeps the dog on a leash.

### 3.7 Security Rules

**NOTE: The Estate has a security system comprising of perimeter security, access control and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.**

- 3.7.1 Security is of paramount importance for lives and possessions, therefore maximum security will be maintained in the Estate. Owners are obliged to familiarise themselves with the security protocols and procedures of the Estate and are advised to attend all meetings called by the Estate to inform residents on security matters.
- 3.7.2 Each time security protocol is not followed and Regulations are broken, it makes it easier for criminals and others to do the same.
- 3.7.3 The township will be manned 24 hours a day by such security personnel as the Association may determine. Security guards / vehicle will patrol the township on a random basis, in accordance with strategies determined by the Security Manager.
- 3.7.4 Security personnel have a difficult and unenviable task. Everyone's support and co-operation is expected. Rather than being obstructive or abusive towards the security staff when they are carrying out their prescribed duties, residents should display a positive and supportive attitude in order to instill mutual loyalty and respect.
- 3.7.5 It shall be deemed a breach of these Rules and Regulations to abuse security personnel and vice versa, to abuse residents or visitors. Such a breach must be reported to the Estate Manager for disciplinary action.
- 3.7.6 All owners/residents must advise the Managing Agent in writing of their telephone number/s to enable Security to make contact through the telephone system. If there are any subsequent changes, it is incumbent on the owner/resident to advise the Managing Agent in writing.
- 3.7.7 Security Rules and protocol as approved by the Board from time to time, as well as extracts from the access/egress procedures at the gates as per Annexure F and elsewhere in the Estate, shall be adhered to at all times.
- 3.7.8 Every owner/resident must also ensure that contractors and others in their casual employ adhere specifically to the security stipulations contained in the Rules.
- 3.7.9 Every owner/resident must abide by and are obliged to request visitors to adhere to the security protocol as per Annexure F, and treat the security personnel in a co-operative and courteous manner.
- 3.7.10 Contractors, sub-contractors, workers, domestics, gardeners and others must enter through the gatehouses in accordance with the designated security provisions in force at the times of entry. Contractors, employees, domestics and visitors not adhering to the Security Regulations will be denied access to the Estate.

- 3.7.11 ID cards, tags or an identification system of any kind the Board may prescribe for permanent workers, temporary workers and contractors' representatives shall be conscientiously enforced by every owner with respect to people in his/her employment or contracted to him/her.
- 3.7.12 Owners, residents, contractors, sub-contractors, workers, domestics, gardeners and other visitors, if issued with security identification labels, should display these as requested by Security.
- 3.7.13 If the services of contractors, sub-contractors, contractors' or sub-contractors' workers, domestic workers or domestics gardeners of the owner are terminated; the ID card/tags of these persons shall be handed to the Estate Manager on their last day of service. If the aforementioned do not show up for their last day of service, the HOA will be informed immediately so that these tags/cards can be reported and cancelled. Failing to do so will result in a levy fine to the owner of R25 000 (twenty five thousand rand). Safety and security is of utmost importance and therefore this fine is deemed to be reasonable.
- 3.7.14 Owners and tenants shall under no circumstance divulge any security codes provided to them by Security to enter or leave the Estate.
- 3.7.15 Owners and tenants, to whom any form of security tag or remote had been issued to gain entry to the Estate, shall not allow any other person except the direct household of the person to whom such device was issued to use such device. If not issued to him/her, the direct household user has to declare his/her use on exit and the guard may phone the owner/tenant to confirm the legality of such use. Live-in domestics are not included in the direct household definition.
- 3.7.17 The Association recommends as a further security measure that all owners install an alarm system and/or panic button as soon as possible after completion or taking occupation of their homes.
- 3.7.20 The armed reaction service and alarm monitoring fees are excluded from monthly levies and will be separately invoiced by the security agency.
- 3.7.21 All burglary attempts or instances of fence jumping or breaches of security protocol shall be reported to a member of the security staff and/or the Director of Security. Do not hesitate to report any suspicious person or activity noticed to the Association.
- 3.7.22 Owners and their visitors shall not tamper with security equipment or installations and shall report such attempts and/or observed malfunction to security.
- 3.7.23 Owners shall grant security and maintenance personnel reasonable access to their property for the purposes of required maintenance and installation.
- 3.7.24 Each stand situated on the Estate boundary is subject to the Association's right to allow entrance of its representatives and personnel to the relevant stand to repair and/or maintain and/or replace and/or add any security features/infrastructure to such wall and/or fence and to inspect it. Residents are instructed to cut back and prune any trees or bushes that touch the electric fence or grow higher than the fence and wall if within 2 meters of it. Failure to comply will result in a levy fine of R25 000 (twenty five thousand rand), as this jeopardizes Estate security.

### 3.8 Streetscape

- 3.8.1 On occupation of a stand, the new owner must ensure that Sidewalks and kerbsides are covered with grass and paving as prescribed by the Association. Details on the type of grass, pavement stone and dimensions are available from the Estate Manager. In the event of non-compliance with this rule, the building deposit will be forfeited and penalty levies will be implemented until such is adhered to. It is agreed that this rule is fair and enforceable since the envisaged sidewalk and kerbsides are for the benefit of the Estate and members' property improvements.
- 3.8.3 Every owner has a responsibility to the community to maintain the pavement area between the road kerb and the boundary of his/her property, which includes the cutting and watering of any lawn, trees, plants and shrubs planted on the pavement area.
- 3.8.4 On the pavement, no trees, plants, lawn or pavement may be removed without the permission of the Association. If the pavement, pavement lawn, trees and/or plants are damaged in any way including as the result of building activity, it is the responsibility of the owner to restore the area to the satisfaction of the Association, failing which the Association will repair any damage at the owner's expense. Such costs will be reflected on the levy statement for such month of such repairs.
- 3.8.5 Plants, ornaments and other fixtures on the pavement areas should not obstruct 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.
- 3.8.6 Building materials, sand, topdressing, rubble or other refuse must NOT be dumped or used as storage on pavement areas, vacant stands or communal areas under any circumstances. Such material shall be placed in suitable garbage containers or be screened in accordance with the building contactor's Rules. 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.
- 3.8.7 Garden walls and outbuildings visible from the road should be maintained and painted to the satisfaction of the Association.
- 3.8.8 Caravans, tents, jungle gyms, boats, equipment, tools, engine and vehicle parts as well as accommodation for pets shall be located reasonably out of view and reasonably screened from neighbouring properties and the street.
- 3.8.9 Cement balls and other structures on pavements are only allowed during the 3 year building phase, thereafter is will be prohibited and shall be removed. Repeat offenders will be fined monthly until the obstructions are removed.
- 3.8.10 No structures, vehicles or other objects may be erected or placed permanently or temporarily on a servitude or public area of the Estate unless prior written approval has been granted by the Estate Manager. Application for such approval has to be submitted at least eight weeks prior to required date. Any such

structures, vehicles or objects may either be removed or clamped by an Estate Official. The offending party will be fined in terms of these Rules.

- 3.8.11 In the event of the above requirements not receiving satisfactory treatment or attention, the Association, after having given the owner written notice thereof, reserves the right to undertake the necessary work at the owner's expense, and such costs will form part of the levy statement in the month of debiting. Costs shall include interest at a rate which is 2,5 percentage points above the prime overdraft rate charged by the Association's bankers.

### **3.9 Environmental and Aesthetic Appearance**

- 3.9.1 The collective pride in the Estate depends to a considerable extent on the contribution made by every owner in creating and maintaining a pleasing appearance on their own property and thereby of the Estate as a whole.
- 3.9.2 Owners must ensure that declared noxious weeds and forbidden alien plant species as well as the Black Wattle tree are not allowed to grow in their gardens or on pavement areas.
- 3.9.3 Particularly, all owners or users must leave any communal areas they may visit in as clean a condition as was found and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.
- 3.9.4 Fauna of any nature may not be chased or trapped in any area, be it by people or animals. Flora may not be damaged or removed from any public area.
- 3.9.5 A monthly amount calculated from time to time by the Directors will be debited to the levy accounts of all vacant stand owners in order to maintain grass verges and forbidden alien plant species unless the owner undertakes, in writing, to attend to this matter. The Association reserves the right to amend the amount from time to time.
- 3.9.6 Trimming of field grass and the removal of forbidden alien plant species must be done on a regular basis on vacant stands, i.e. as soon as the grass reaches 60cm (2 feet) in height, it has to be trimmed immediately. Trimming of stands by members or residents must be done to the satisfaction of the Estate Manager. 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. If the length of the field grass and growth of alien plant species is not maintained on vacant stands, the Association reserves the right to clean the stand without notice to the member as it causes threat of fires and a security risk. The regular cleaning will be authorized by the BOD and cleaning of the stands must be completed to the satisfaction of the Estate Manager alone. The cleaning will be at the member's expense.
- 3.9.7 Vacant stands must be cleaned and tidied on a regular basis to the satisfaction of the Association. Owners are responsible for removing rubble dumped on their stands, even if dumped by others.
- 3.9.8 It must be clearly noted that the use of open space areas, is entirely at the owner's, resident's, visitor's and other's own risk, with the Association disclaiming any responsibility.
- 3.9.9 Refuse removal will only be allowed by the appointed Refuse Removal Company as approved and appointed by the BOD.
- 3.9.10 No rubble or refuse may be dumped or discarded in any public area, including streets.
- 3.9.11 Residents are urged to report to the Directors any incidents of builders' or other's littering or dumping rubbish/rubble where not permitted and/or on vacant stands.

- 3.9.12 Residents are obliged to maintain their gardens in a neat, clean and manicured condition.
- 3.9.13 Refuse bins and garden refuse bags are not to be placed on the pavement, unless it is removed within the next twenty four (24) hours.
- 3.9.14 The sewerage system area is strictly prohibited to all persons. Only members and designated contractors with prior consent from the Estate Manager will be allowed to enter this area.
- 3.9.15 Should an owner or resident fail to comply with any of the above Rules, the Association is entitled to do the necessary work and to claim payment from the owner or occupant, plus interest at a rate which is 2,5 percentage points above the prime overdraft rate charged by the Association's bankers. These costs will be reflected on the levy statement in the month it is debited.



### 3.10 Architectural Standard

- 3.10.1 All buildings plans and extensions to buildings should be in accordance with the Architectural Guidelines applicable to Silver Stone and must be approved by the Association. This applies to any additions and alterations to existing structures as well. The Architectural Guidelines are contained in Annexure A. Building according to approved standards obviates the necessity of making costly changes at a later stage.
- 3.10.2 It is noted that houses on the following stands: 471; 531; 575; 581; 593; 589; 670 & 760 were approved before transferal and finalisations of the Architectural Guidelines, contained in Annexure A and may not comply strictly. The members of the Association are not entitled to object to this fact. However, any future changes to the plans that were approved prior to finalisation of the guidelines must be in accordance with the Architectural Guidelines applicable to Silver Stone.
- 3.10.3 The construction and improvements must commence within two (2) years from the date of registration of the first transfer of ownership. In order to reduce inconvenience to neighbours as well as unsightliness, construction must proceed without lengthy interruptions and handled in such a way that the end of each phase should be aesthetically acceptable to the Home Owners Association. Once building work has commenced, it must be completed within twelve (12) months. Failing to complete construction within the mentioned twelve (12) months, penalties will be introduced by doubling up the monthly levies every six (6) months until construction is completed.

Should a new owner (second transfer owner) buy a stand from a previous owner (first transfer owner), this new owner will be liable for double levies from date of registration into his / her name. However should the new owner follow the correct procedure by providing an architectural plan to the Silver Stone HOA (Aesthetic Committee), and the plans are approved, stamped by the HOA and the local municipality, and the owner starts with his building project by completing the foundation level, then and only then an appeal in writing to the HOA can be lodged to halt the building penalty levy. Should the owner fail to continue with or finish his project within the specified time of 12 months, double levies will apply again.

**NOTE: The following building penalties, payable to the Home Owners Association, will be charged to owners who do not complete their building within the three year period. This penalty levy will be applied until completion of the respective residence. The Board reserves the right to review these penalties at any time.**

- 1-3 months after the 3 year period Two (2) x the normal levy
- 4-6 months after the 3 year period Three (3) x the normal levy
- 7-9 months after the 3 year period Four (4) x the normal levy
- 10-12 months after the 3 year period Five (5) x the normal levy
- 13-15 months after the 3 year period Six (6) x the normal levy

16-18 months after the 3 year period Seven (7) x the normal levy

19-21 months after the 3 year period Eight (8) x the normal levy

22-24 months after the 3 year period Nine (9) x the normal levy

24+ months after the 3 year period Ten (10) x the normal levy

### **3.11 Clubhouse and Communal Facilities**

- 3.11.1 The use of the clubhouse and communal facilities is open for the use by all residents. The use of the facilities is encouraged as it will add to the recreational value of Silver Stone. Use of the facilities will be at own risk.
- 3.11.2 The use of the clubhouse and communal facilities, including any sporting facilities and equipment should be in accordance with the Clubhouse Rules of Silver Stone. The Rules are contained in Annexure H.

### 3.12 Levies

- 3.12.1 While an owner is a member of the Association and with effect from date of registration of transfer of the property into the owner's name, a member shall pay all fees, levies and/or special levies raised and charged by the Association.
- 3.12.2 The Directors may from time to time impose levies upon the members for the purpose of meeting all the expenses which the Association has incurred, or to which the Directors reasonably anticipate the Association will need to provide as reserves in pursuit of its objectives as detailed in these Rules and Regulations and in pursuit of the Association's business. The cost and expenses of the Association shall be borne by the members.
- 3.12.3 The Directors shall prepare a budget to be presented at the Annual General Meeting of the Association for approval of the budgeted and the proposed levies for the current financial year. The approved levies shall apply until the next Annual General Meeting subject to the provisions of paragraph 3.12.10 below.
- 3.12.4 The notice of the Annual General Meeting at which the budget in respect of future levies is to be presented will contain an estimate of the amount required by the Association to meet its expenses during the current financial year and the new levy proposed for approval by the members at that Annual General Meeting.
- 3.12.5 The Directors have the power to create a reserve from levies and the budget presented may include an amount to be held in reserve in anticipation of future expenditure.
- 3.12.6 The Directors shall advise each member in writing as soon as practically possible after the Annual General Meeting of the amount of levies payable by such member for the relevant financial year.
- 3.12.7 The annual levy proposed and approved at the Annual General Meeting shall be payable by the member of the Association, provided that if the member of the Association is a corporate entity or a trust, the natural person will be a co-principal debtor.
- 3.12.8 The annual levy proposed and approved at the Annual General Meeting shall be payable in equal monthly installments commencing on the first day of the following month which day will not be less than 30 days after the date of the Annual General Meeting and on the first day of each month thereafter up to and including the next approved levy increase.
- 3.12.9 The Association is entitled to charge interest on arrears levies or money due to the Association in terms of the provisions of these articles. Interest will be charged on a monthly basis at a rate which is 2 percentage points above the prime overdraft rate charged by the Association's bankers.
- 3.12.10 The Directors may, subject to the prior approval of a general meeting, increase levies or raise special once-off levies to meet existing or future extraordinary expenses in pursuit of the objectives of the Association, provided that proper motivation accompanied by a detailed feasibility study has been provided to the members with notice of the particular general meeting and the provisions of 3.12.2 and 3.12.3 will apply *mutatis mutandis*.

### 3.13 Notices

- 3.13.1 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.
- 3.13.2 Any notice or other document may be served by the Association upon any member by:
- a. delivering it to the member personally; or
  - b. sending it by post in a prepaid letter, envelope or wrapper, addressed to such member at his/her registered address; or
  - c. 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.
- 3.13.3 Any written notice addressed to an owner or occupant of an occupied or owned property will be deemed to have been received and the contents to have become to the addressee's notice if it is either delivered at the property to a person seeming in occupation of the property and seeming fourteen years of age or older or if it is attached to or slotted under what appears to be the main entrance to the premises. A notice by post shall deem to have been served at the time when the letter containing the notice was posted.
- 3.13.4 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.

### **3.14 Letting and Reselling of Property**

- 3.14.1 An Estate Agent is accredited after signing an Agreement with the Association that such agent will abide by the stipulated procedures applicable to sale and/or lease of property in the Estate, and after having been inducted with respect to the concepts, Rules and Conditions under which a buyer and/or lessee purchases and/or leases the property in the Estate. The Estate Agent will be responsible for any administrative costs. Refer to Annexure D for the Rules and Regulations regarding to Accreditation of Estate Agents.
- 3.14.2 Should an owner wish to sell or lease his/her property through an estate or letting agent, only an accredited agent may be selected to procure the sale or lease. The owner is obliged to ensure that the agent is in possession of a copy of these Rules and that the purchaser or lessee is furnished with a copy thereof and binds him/herself in writing to these Rules as from the date of occupancy or ownership, whichever is the earlier.
- 3.14.3 The accredited agent shall ensure that the purchaser/lessee is informed about and receives a copy of these Rules, the Architectural Guidelines, the Contractor's Code of Conduct and any other administrative Regulations applicable at the time. Agents may only visit the township by appointment with an owner and must personally accompany a prospective purchaser or lessee and are not allowed to erect any 'for sale' or 'to let' or 'sold' or 'on show' signage boards.
- 3.14.4 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 a transfer and prior to occupancy by a lessee. 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 or tenant that he/she has received and read and binds him/herself to these Rules.
- 3.14.5 The seller or lessor of a property in the Estate shall ensure that the sale/lease agreement contains the under mentioned clauses and the Association is entitled to withhold the clearance certificate until adequate written evidence is submitted that the said agreements contain the said clauses:

#### **3.14.6.1 Sale Agreements are to contain the following:**

(i) Homeowners Association

The purchaser acknowledges that upon registration of the property into his/her name, he/she automatically becomes a member of The Homeowners Association and hereby subjects him/herself to the provisions of the Memorandum and Articles of Association of such Association and to the Rules of the Association. 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.

(ii) Conditions of Title

The seller shall be entitled to insist 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:

- (a) Every owner of the property 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, become a member of the Home Owners Association and be subject to its constitution until he/she ceases to be a registered owner, provided that the Association's Rules become binding upon the owner on the earlier of the date on which he/she occupies the property or the date on which the property is registered in his/her name. Neither the property or an interest therein or a unit thereon shall be transferred to a person who has not bound him/herself to the satisfaction of the Association to become a member of the Home Owners Association on registration of transfer of the property in his/her names.
- (b) Every owner of a stand shall be subject to its constitution until he/she ceases to be an owner as aforesaid. The owner of the property or an interest therein or a unit thereon as defined in the Sectional Titles Act shall not be entitled to transfer the property or an interest therein or a unit thereon without a clearance certificate from the Home Owners Association that the provisions of the Articles of Association of the Home Owners Association have been complied with.
- (c) The member undertakes to commence with the erection of buildings on the property within 2 (two) years of registration of initial ownership. The buildings shall be completed within 12 (twelve) months of commencement. All building construction MUST be completed by 1 March 2011.

3.14.6.2 **Lease Agreements are to contain the following:**

Lessees of properties in the Estate and their families, visitors and servants become bound to these Rules on occupation of the property and shall adhere to the Rules and Regulations contained in this document. The lessor must personally ensure that the lessee receives a copy of the House Rules and any other administrative Regulations applicable at the time and binds his/her lessee to the Rules and Regulations in the lease. Breaches of these Rules can lead to fines and penalties.

#### **4. INDEMNITY**

Members' and residents' use of the open space areas is at all times entirely at their own risk. Every member of the Association and resident hereby waives any right he/she 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/her 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 workers employed or other animals owned by any member of the Association.

#### **5. GENERAL**

Parents, guardians and people in *loco parentis* have the particular delegation to ensure, as far as is reasonable, that their children, children subject to their control, and their visitor(s) adhere to these Rules and Regulations and shall not allow them to act in breach thereof.

The responsible homeowner/tenant who is a parent, guardian or person in *loco parentis* will be fined for repeat offences by minors after due notice has been given. This will apply to, but is not limited to unlicensed usage of vehicles, intoxication in public areas, vandalism of the clubhouse, clubhouse facilities or other infrastructure of a homeowner or the Association.

#### **6. ANNEXURES**

Annexure A Architectural Guidelines

Annexure B Building Approval Form (BAF001)

Annexure C Contractor Activities

Annexure D Estate Agency Accreditation Policy

Annexure E Indicative Schedules of Fines

Annexure F Access/Egress Procedures of the Estate

Annexure G Guidelines of Business

Annexure H Clubhouse and Facilities Governance

## **CONTENTS**

- Introduction
- Town Planning Controls
- Treatment of stand boundaries
- Building design guidelines
- Approved building materials and design styles
- Prohibited building materials
- Construction activities
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- Acknowledgement



## 1. INTRODUCTION:

1.1. The purpose of these design guidelines is to encourage individual creativity within a unity of materials and finishes ensuring that the overall development harmonizes and creates a balanced lifestyle for all residents.

It is the aim of the professional team to encourage a variety of individual architecture and building combinations to allow for diverse and interesting designs. To achieve this, architectural guidelines have been drawn up as far as the use of materials, the treatment of boundaries and the landscaping is concerned, to ensure that the owners will benefit from the consistent architectural language and building conditions, thereby ensuring the value of their properties.

It is up to the individual architect to contribute to the successful execution of the developer's aim and the supervising architects will also assist in attaining this goal.

The Home Owners Association reserve the right to alter or amend these guidelines as the need arises.

1.2. In order to reduce inconvenience to neighbors as well as unsightliness, construction must proceed without lengthy interruptions and handled in such a way that the end of each phase should be aesthetically acceptable to the Home Owners Association. Once building work has commenced, it must be completed within twelve (12) months.

Failing to complete construction within the mentioned twelve (12) months, penalties will be introduced by doubling up the monthly levies every six (6) months until construction is completed.

1.3. The design of the dwelling unit and the entire stand must show sensitivity to the existing natural features, flora and topography. Permission must be obtained from the SSHOA before existing trees are removed and all existing trees are to be shown on the site plan. Surrounding structures and houses must be taken into account in the design process.

1.4. The controlling authority for the development is the SILVER STONE HOME OWNERS ASSOCIATION (SSHOA) who will be responsible for the approval of all plans and buildings on behalf of the owners. The Architects Approval Committee is appointed by the SSHOA to act on their behalf and control the execution of the work on site.

It is strongly recommended that the purchaser engage the services of a qualified architect or designer. Further it is advisable that the chosen architect or designer consult with the SSHOA architects, ORBIC Architects, prior to designing the proposed house to determine the intent of the design parameters set for the development

1.5. No erf shall be subdivided or re-zoned. Erven may be consolidated with prior written permission from the SSHOA in which case the owner will be liable for the combined levy pertaining to each particular stand.

1.6. Elevation treatment of all buildings must conform to good architecture so as not to interfere with or detract from the general appearance of the neighborhood. The SSHOA architects reserve the right to comment on the design to improve the architecture in the interest of all parties.

## **2. TOWN PLANNING CONTROLS:**

### **2.1. ERVEN 524-548, 550-567, 569-586; 596-597, 619,621-626, 628-651,654-684**

#### **Coverage**

2.1.1. Maximum dwellings per erf - One

2.1.2. Maximum height - 2 Storeys (excluding roof and loft rooms) or 9m from natural ground level including the roof.

2.1.3. Single storey dwellings -Maximum coverage allowed will be 40%

2.1.4. First floor of double storey

dwellings - The ground floor coverage of double storey dwellings shall not exceed 40% of the area of the stand, while the first floor level shall not exceed 70% of the ground floor.

2.1.5. Minimum size - The houses, excluding garages and outbuildings, should not be less than 200m<sup>2</sup>.

### **Buildings Lines**

2.1.6. Single storey dwellings - Street boundaries – As per Paragraph 3.1

- Any one side boundary - 2m

- Back boundaries -2m

2.1.7. Double storey dwellings - Street boundaries - As per Paragraph 3.1

(First floor) - Any one side boundary - 2m

- Back boundaries - 2m

In the case of corner stands, application can be made to the SSHOA for the relaxation of above. See attached building lines.

2.1.8. Side Spaces - In the case of a side space or back boundary, boarding onto a public open space, the building line will be 5m.

- In the case of more than two open boundaries, application can be made to the SSHOA for the relaxation of the above

## **2.2. ERVEN 595,598**

### **Coverage**

2.2.1. Maximum dwellings per erf - One dwelling per 800m<sup>2</sup>

2.2.2. Maximum height - 2 Storeys (excluding roof and loft rooms) or 9m from natural ground level including the roof.

2.2.3. Single storey dwellings - Maximum coverage allowed will be 40%

2.2.4. 1<sup>st</sup> floor of double storey - The ground floor coverage of double storey dwellings shall not exceed 40% of the area of the stand, while the first floor level shall not exceed 70% of the ground floor.

2.2.5. Minimum size - The houses, excluding garages and outbuildings, should not be less than 200m<sup>2</sup>.

### **2.3. Buildings Lines**

2.3.1. Single storey dwellings - Street boundaries - As per Paragraph 3.1

- Any one side boundary - 2m

- Back boundaries - 2m

2.3.2. Double storey dwellings - Street boundaries - As per Paragraph 3.1

- Any one side boundary - 2m

- Back boundaries - 2m

In the case of corner stands, application can be made to the SSHOA for relaxation of above.

2.3.3. Side Spaces - In the case of a side space or back boundary, boarding onto a public open space, the building line will be 5m.

- In the case of more than two open boundaries, application can be made to the SSHOA for the relaxation of the above.

### **2.4. ERVEN 453-476,588-594,599-618,620,686-704, 757-777**

#### **Coverage**

2.4.1. Maximum dwellings per erf - One.

2.4.2. Maximum height - 2 Storeys (excluding roof and loft rooms) or 9m from natural ground level including the roof.

2.4.3. Single storey dwellings - Maximum coverage allowed will be 50%

2.4.4. 1<sup>st</sup> floor of double storey - The ground floor coverage of double storey dwellings shall not exceed 50% of the area of the stand, while the first floor level shall not exceed 70% of the ground floor.

2.4.5. Minimum size - The houses, excluding outbuildings, should not be less than 170m<sup>2</sup>.

## **2.5. Buildings Lines**

2.5.1. Single storey dwellings - The houses, excluding outbuildings, should not be less than 170m<sup>2</sup>.

2.5.2. Double/single storey dwellings - Street boundaries

(1<sup>st</sup> Floor) - Garage- 3.0m

- Main House -2m

- Any one side boundary - 2.0m

- Back boundaries - 2.0m

In the case of corner stands, application can be made to the SSHOA for the relaxation off above.

2.5.3. Side Spaces - In the case of a side space or back boundary, boarding onto a public open space, the building line will be 3m.

-In the case of more than two open boundaries, application can be made to the SSHOA or the relaxation of the above.

## **2.6. ERVEN 549, 568, 587, 627, 652, 685**

### **Coverage**

(Properties below 160m<sup>2</sup> - only single storey; properties above 160m<sup>2</sup> can be double storey)

2.6.1. Maximum dwellings per erf - The number of units allowed will be as indicated on the general site plan and specified on the deed of sale.

2.6.2. Maximum height - 2 storeys (excluding roof and loft rooms) or 9m from natural ground level including roof.

2.6.3. Maximum coverage - In accordance with the approved site development plan.

2.6.4. Minimum size - The houses, excluding garages, should not be less than 100m<sup>2</sup>.

2.6.5. Building lines - In accordance with the approved site development plan.

NB: Conditions applicable to residential 1 erven of 750 m sqm and smaller A building restriction area of at least 25% of the area of erf must be provided and where the length of one side may not be less than two thirds of the length of any other side.

## **3. TREATMENT OF STAND BOUNDARIES**

It is appreciated that the diverse nature of single residential neighborhoods will lead to a variety of treatments to the street boundary. Every effort must 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 and the street scape of the general estate, the following guidelines will apply.

3.1. Street Boundary - The street boundary must be completely open with no boundary

walls or fences within the 5m restricted area. Application may be made for the relaxation of this ruling, but only under the most extreme cases will it be granted.

### 3.2. Side Space and back boundaries

The side and back walls between properties may be a maximum of 1,8m high over the extent of the boundary except for the last 5m adjacent to the street boundary (see item 3.1)

### 3.3. Park Boundary

The park boundaries must be completely open with no wall or fences within the 5m restricted area. In the case of a stand having more than two (2) park or street boundaries, application may be lodged for a relaxation of this rule.

## 4. BUILDING DESIGN GUIDELINES

4.1. All plans must be prepared by a Registered Architect or a qualified architectural designer and submitted for approval to the Homeowners Association Architects. Only after this approval has been obtained can the plans be submitted to the local authority, it is the owners' responsibility to ensure that all plans are submitted and approved by both authorities prior to construction.

4.2. The privacy of surrounding properties must be considered by the SSHOA. Balconies and windows on the first floor are allowed at the street/North/park facing side of your stand. Any other balconies, windows and living spaces will be approved by the SSHOA on individual merits, taking into account the overall design layout of the plan and location of the stand in the Estate and the neighbours privacy. AS a general rule no windows or balconies on the upper storey should overlook the living space of the adjacent dwelling.

4.3. No staff accommodation must be nearer to the street than the main building unless contained under the same roof or integrated into the overall design.

4.4. Staff accommodation and kitchen areas must open onto screened yards.

4.5. Outbuildings and additions must match the original building design in style, elevation and material usage. All plans must indicate at least one double enclosed garage and this must be built in conjunction with the original dwelling. No flat roofed carports will be permitted or any other steel carports.

4.6. Yard and screen walls must compliment the basic materials of the buildings and be indicated on the plans.

4.7. No dog kennels, caravans, boats or trailers are to be visible from the road and may not be placed in the restricted side space (buildings lines).

4.8. No pre-fabricated garden sheds or Wendy houses will be allowed on the Estate.

4.9. No shade netting may be used for carports or any other coverage.

4.10. Solar heating panels if used should be incorporated into the building and form part of the basic structure and should be clearly shown and annotated on the approval drawings. It may not be visible on the street elevation.

4.11. Awnings, TV aerials, air-conditioning units and other items, which do not form part of the basic structure, are to be clearly shown and annotated on the approval drawings. If any of above should be installed after plans have been approved, position must be approved by Estate Manager on Site before installation.

4.12. All plumbing and washing lines must be fully screened and not be visible from the street elevations and other elevations onto adjoining properties. In the case of flat roofs, all geysers must be installed inside the houses so that it is not visible from the outside.

4.13. No deviations from the approved drawings will be permitted unless the deviation is (resubmitted) and approved in writing prior to construction.

4.14. All steel fences, gates, burglar bars and hand railings must be shown on the S.D.P.'s and complement the style of the house.



4.15. External burglar bars are not permitted. Security gates will be considered provided written request is submitted by the Home Owner to the HOA for approval.

4.16. No palisade fencing is allowed. Boundary gates (side gates) must be aesthetically appealing to the property and must be SSHOA approved.

## **5. APPROVED BUILDING MATERIALS AND DESIGN STYLES**

### **5.1. Roof Coverings**

5.1.1. The following roof coverings will be allowed:

Chromadeck roof sheeting all concrete roof tiles Slate roof tiles

Fibre cement roof tiles

Natural slate roof tiles

Flat concrete roofs (with non-reflecting waterproofing).

5.1.2. The following roof coverings will not be allowed:

Thatch roofs

Unpainted galvanized roof sheeting

Flat steel roofs

5.1.3. No unpainted galvanised gutters and drain pipes will be permitted. All exposed gutters and rainwater goods to be factory painted to match the colour of the building.

### **5.2. Structural walls and screen walls**

5.2.1. The following wall finishes will be allowed:

Plaster and paint (smooth or textured)

Slate wall tiles (Mazista or similar)

Face brick (plinths columns and panels)

Natural or artificial stone

Face bricks: As presented and approved by the SSHOA.

All colours must be indicated on the plans for approval by the SSHOA Architects. Only Natural Earthy colours will be allowed.

*Please note a compulsory on-site sample of min 1m x 1m must be painted on the structures for final approval. The SSHOA retains the right to reject the colours.*

### **5.3. Paving and Landscaping**

5.3.1. Landscaping on sidewalks must be undertaken within the integrated landscape language of The Silver Stone Country Estate, to be approved by the SSHOA architect.

5.3.2. The landscaping theme of The Silver Stone Country Estate is to encourage the use of indigenous trees and plants.

5.3.3. All driveways to be fully paved. Driveway widths are limited to 6 000mm at the junction with the public road. Preference will be given to clay brick paving, coloured interlocking or cobble stone, but no solid concrete paving will be allowed.

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

### **5.4 Energy Saving**

#### **5.4.1 Solar Panels**

Solar panels to be integrated into the design to the satisfaction of the HOA.

The panels should not protrude noticeably from the buildings and be installed as flush possible to the surrounding surfaces, no geyser systems or related water tanks should be visible.

Heat pumps are preferred over solar geysers.

#### **5.4.2 Water tanks**

Tanks should be placed unobtrusively and be integrated with the general Aesthetic of the building.

Exposed coloured plastic tanks will not be allowed; where such tanks are used it should be covered/obscured to the satisfaction of the HOA.

#### 5.4.3 Wind Turbines

Only when the site has an adequate profile will wind turbines be allowed.

The type and position and general appearance must be approved by the HOA.

#### 5.4.4 Generators

The use of generators are discouraged as they cause major disturbance.

Should the circumstances justify the use of a generator it must be installed in an insulated chamber and not be visible or audible from outside the particular property.

All installations must be approved by the HOA prior to commencement of works.

### **6. PROHIBITED BUILDING MATERIAL**

Although individual architectural designs within the theme will be encouraged, the following building materials may not be used:

- Unpainted plaster
- No precast concrete walls will be allowed and any face brick or plastered walls must be completed on both sides of the wall
- Unpainted reflective metal roof sheeting
- Wood panel fencing
- Thatch roof laps
- Unpainted galvanized sheet metal flashing
- No palisade fencing.

### **7. CONSTRUCTION ACTIVITIES**

As the building within the residential estate will be constructed over a considerable time period, the following guidelines have been formulated for the benefit of residents:

7.1. All building materials are to be stored within the site boundary, no material is to be off-loaded onto the road or road reserve. If neighbours stands are to be used for this purpose, written permission is to be obtained from the neighbour and given to the Estate Manager.

7.2. No advertising or sub-contractors boards will be permitted. Only the approved contractor/professional board will be permitted (see drawing attached) and a maximum of 2 (two) for sale boards per stand will be allowed.

7.3. No workmen will be permitted on site between the hours of 17:00 and 07:00.

7.4. All contractors will be required to provide a shed and screened chemical ablation facilities for the workmen and subcontractors under his control – specify SANS approved ablation.

7.5. Construction hours are restricted from 07:00 to 17:00 Monday to Fridays. No construction activity is to take place on Public Holidays, Saturdays or Sundays – maintenance allowed over weekends.

7.6. Delivery routes and hours may be defined from time to time by the SSHOA and all contractors are to obtain these restrictions from the Estate Managers office.

7.7. Fines may be levied from time to time by the SSHOA for contractors and delivery vehicles that spill material en-route, damage roadways and kerbs, stain tarmac and generally create nuisance within the estate.

7.8. Only single unit delivery trucks may come into the Estate and also up to a maximum weight of 30 tons. No articulated trucks will be allowed to deliver any material on the site. In the unlikely instance where bigger trucks need to come onto site, arrangements must be made with the site engineer or the SSHOA.

## **8. GENERAL**

8.1. It is recommended that the home owner or his Architect discuss his concept with the supervising Architect at an early stage.

8.2. The SSHOA will be responsible for the maintenance of the street cobble stone, side walk paving as well as the special street lights.

8.3. Only aluminum and timber framed windows will be allowed. Any variation must be

submitted for approval. Only timber garage doors will be allowed.

8.4. All colours must be shown on the elevations and final colour sample must be painted on the wall for approval by the architects. See point 5.2.1.

8.5. All patios and washing lines facing the streets to be screened and approved by SSHOA.

## **9. BUILDING PLAN SUBMISSION**

The following must be adhered to before building plans will be considered for inspection: Plans to be submitted to the Orbic Architects.

9.1 A non-refundable plan approval fee (including the final inspection) of R4 070-00 (Four Thousand and Seventy Rand) per stand escalated at 8% per annum to the SSHOA Architects on submission of plans at:

Office@Nature

1st Floor, Room A4

Botterklapper Street

The Willows, ext 68

[aesthetics@orbic.co.za](mailto:aesthetics@orbic.co.za)

Tel: 086 100 2285

Fax: 086 596 7727

### **BANKING DETAILS:**

Orbic Architects

Absa Menlyn

Branch Code: 632 005

Account Number: 407 328 6592

**UPCOMING SCRUTINY DATES:**

***NOTE: THESE PLANS MUST BE SUBMITTED BY 14:00 ON THE TUESDAY BEFORE THE AESTHETICS COMMITTEE MEETS ON A WEDNESDAY AND THURSDAY.***

**Submission Deadline: Scrutiny: Feedback Via Email:**

14pm 08/01/2013 09-10/01/2013 11/01/2013  
14pm 22/01/2013 23-24/01/2013 25/01/2013  
14pm 05/02/2013 06-07/02/2013 08/02/2013  
14pm 19/02/2013 20-21/02/2013 22/02/2013  
14pm 05/03/2013 06-07/03/2013 08/03/2013  
14pm 19/03/2013 20-22/03/2013 22/03/2013  
14pm 02/04/2013 03-04/04/2013 05/04/2013  
14pm 16/04/2013 17-18/04/2013 19/04/2013  
14pm 30/04/2013 02-03/05/2013 03/05/2013  
14pm 14/05/2013 15-16/05/2013 17/05/2013  
14pm 28/05/2013 29-30/05/2013 31/05/2013  
14pm 11/06/2013 12-13/06/2013 14/06/2013  
14pm 25/06/2013 26-27/06/2013 28/06/2013  
14pm 09/07/2013 10-11/07/2013 12/07/2013  
14pm 23/07/2013 24-25/07/2013 26/07/2013  
14pm 06/08/2013 07-08/08/2013 08/08/2013  
14pm 20/08/2013 21-22/08/2013 23/08/2013  
14pm 03/09/2013 04-05/09/2013 06/09/2013  
14pm 17/09/2013 18-19/09/2013 20/09/2013  
14pm 01/10/2013 02-03/10/2013 04/10/2013  
14pm 15/10/2013 16-17/10/2013 18/10/2013  
14pm 29/10/2013 30-31/10/2013 01/11/2013  
14pm 12/11/2013 13-14/11/2013 15/11/2013  
14pm 26/11/2013 27-28/11/2013 29/11/2013

Our Aesthetics Department will re-open in the New Year when new dates will be released.

No submissions will be accepted without a fully completed application form, this form can be downloaded from our website, [www.orbic.co.za](http://www.orbic.co.za) with all the relevant information and attached documents. No additional information will be accepted via email, all relevant proof of payments and documentation has to be attached to the application. Failure to complete the check list will result in the plans being returned

Note: Scrutiny fee includes two submissions; in the event of a third submission 50% of the scrutiny fee will be charged as a re-submission fee.

Consultations will be per appointment and a fee R400-00 will be charged, appointments to be made with reception. Regrettably no messages will be taken and queries will be handled via email. Queries regarding the status of scrutinized plans are to be emailed to [aesthetics@orbic.co.za](mailto:aesthetics@orbic.co.za) and will be answered after the date of scrutiny. Comments will be emailed regarding the various aspects contained in the checklist on the Friday after the aesthetics committee has scrutinized the plans, only on request of the owner.

[aesthetics@orbic.co.za](mailto:aesthetics@orbic.co.za)

The Architects will inspect the township on request to see that all regulations are adhered to. Only Aesthetic inspection will be done, not construction inspection.

#### **FINAL AESTHETIC INSPECTION:**

Final Aesthetic inspection is done to ensure that all dwellings are as per the approved plans before the building performance deposit can be refunded.

On requesting final inspection please note the following:

- The dwelling must be the same as the approved plans on file at the Aesthetics Committee.
- All elevations, balconies, windows, roof and boundary walls must be as approved plans and all finishes must be complete and neat.
- If the dwelling deviates from the approved plans "as built" plans must be submitted for approval by the committee depicting all variations. A resubmission fee of R750 will be charged.
- The building has to be complete to such an extent that the owner can move into the house, the intention is that all building activity has been completed and all contractors are off the estate.

Please note that final aesthetic inspection and the final inspection certificate has nothing to do with the Occupancy Certificate from council. This is solely an Aesthetics Inspection from the HOA in order for the owner to claim the building deposit paid to Pretor Estates.

#### **Terms & Conditions:**

Aesthetics committee is responsible for the following:

- Receipt of building plans.
- Ensuring that building performance deposits are paid.
- Seeing that the Architectural Guidelines are adhered to.
- Scrutinizing the plans, building lines, boundary walls, privacy factor etc.
- Arranging for plans to be revised when necessary.
- Approving plans once they are aesthetically and structurally correct.

9.2 A Building performance deposit of R6 000 (Six Thousand Rand) must also be paid to the SSHOA upon plan submission and it will be held in trust (interest free) by the SSHOA.

**BANKING DETAILS:**

Silver Stone HOA

FNB

Branch Code: 251445

Account Number: 62244434528

Ref: BSSN00(XXX) stand no.

E-mail proof of payment to: [jolenej@pretor.co.za](mailto:jolenej@pretor.co.za) & to [aesthetics@orbic.co.za](mailto:aesthetics@orbic.co.za)

9.3 The deposit amount will be used in the event if there is a breach of non-performance to remove rubble or make good any damage cause by the contractor or his sub-contractors or suppliers, including kerbing, landscaping, community services, roads, irrigation etc. and for any outstanding spot fines.

9.4 The building performance deposit shall be released subject to the submission to the Architect of a Local Authority's Certificate of completion and occupancy and shall only be refunded within 14 days once all the above documents are correctly completed and submitted. The SSHOA is not to release the deposit without the approval, stamp and signature of the Architects.

9.5 The SSHOA reserve the right to prevent the occupation of any houses if the above is not fully adhered with.

9.6 All plans necessary for City Council approval must be submitted together with an extra rendered paper copy to be kept for record purposes by the SSHOA. Plan approval fees for the City Council are for the owner's own account.

9.7 The following items must be clearly shown on the plans:

Refer to aesthetic checklist, available on our website: [www.orbic.co.za](http://www.orbic.co.za) you will find the checklist under downloads

9.8 A signed copy of these guidelines by the owner of the erf is to be submitted as well as the clearance certificate (attached).



**10. ACKNOWLEDGEMENT**

The above document is fully understood and the Contractor and owner undertake to comply with the above points, in addition to any further controls which may be instituted by the SSHOA of the Developer from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the Contractor, and any suppliers to either contractors, subcontractors or owners.

In the case where the property is sold or leased, the seller or lessor must ensure that the buyer or lessee receives a copy of these guidelines and that is binding on the buyer or lessee.

\_\_\_\_\_

OWNER NAME

\_\_\_\_\_

WITNESS NAME

\_\_\_\_\_

STAND NUMBER DATE

\_\_\_\_\_

BUSINESS TEL. NO.: RESIDENTIAL TEL. NO.:

\_\_\_\_\_

CELLULAR NUMBER FAX NO./E-MAIL

## CONTRACTOR ACTIVITIES

The registered owners of properties on the Estate are responsible for ensuring that any contractors or sub-contractors are made aware of and strictly abide by the following Rules:

I, the undersigned \_\_\_\_\_ (stand owner)

on behalf of \_\_\_\_\_ (Contractor)

Contractor's telephone no: \_\_\_\_\_ (C)

Stand Owners telephone no: \_\_\_\_\_ (C)

Stand owner's e-mail address \_\_\_\_\_

Herewith confirm that the Contractor is fully aware of: the following Rules:

1. Contractors' or sub-contractors' workers will only be allowed to enter or exit the Estate as per the prescribed Entrance and Exit Rules of Security which can be changed from time to time.
2. Contractors and sub-contractors are required to register and obtain Contractor ID cards for each of their workers from the Estate Managers office. No access will be allowed without a Contractor ID card. The Contractor ID cards remain the property of the Estate and will be recalled if any Estate or Security Rules are contravened. **All building contractors, laborers, workers or any person entering the site via the main gate must be in possession of a South African ID document, Drivers license or valid work permit, Failure to present the required documents will result in access to the site being refused.** Each individual must hand in their own certified copies of these documents with two (2) color ID photographs. No bundles of ID's will be accepted.

### OPTIONS FOR ACCESS CARDS:

**2 WEEKS = R10 per person**  
**1 MONTH = R20 per person**  
**6 MONTHS = R40 per person**

### **Payment for the contractors cards are to be made to:**

ACCOUNT NAME: SILVERSTONE HOA

BANK: FNB

ACCOUNT NUMBER: 62244434528

BRANCH CODE: 251445

REF: SSN42035X(and your stand number)

PLEASE FAX OR E-MAIL PROOF OF PAYMENT TO: 0866526393 / estatemanager@silverstonehoa.co.za

3. Construction and supplier delivery hours are restricted from 07:00 to 17:00 on Mondays to Fridays. No construction activity and/or supplier deliveries are to take place on Public Holidays, Saturdays or Sundays. Failing to do so will result in a levy fine to the owner/contractor of R1 000.
4. No workmen will be permitted on site between the hours of 17:00 and 07:00.
5. Delivery routes and hours may be defined from time to time by the HOA and all contractors are to obtain these restrictions from the security office. The HOA reserves the right to change the position of the entrance and route for construction and supplier delivery vehicles from time to time. All contractors will be notified of these changes in advance.
6. Only single unit construction and/or delivery trucks may come into the Estate. **An internal speed limit of 25km/h** must be adhered to at all times by any construction and/or delivery vehicle. No articulated trucks will be allowed to deliver any material on the site.
7. Fines may be levied by the HOA for contractors and delivery vehicles that spill material en-route or in the roadway in front of the site, damage roadways and kerbs, stain tarmac and generally create nuisance within the Estate. Such fines will be used for clean-up operations and to repair damage. It is the responsibility of the owner to make sure that the applicable fine has been paid. The fine is payable before construction may proceed.
8. All building materials are to be stored within the site boundary; no material is to be off-loaded onto the road or road reserve or other stands / neighbouring stands. No bricks or building material may be stacked next to perimeter walls.
9. Building rubble and site refuse must be secured on the site to avoid littering of the Estate and causing a nuisance to residents. It must be divided and removed at regular intervals and taken to a legal dumping site. Failing to comply with these requirements will result in the imposition of a fine.
10. No contractor or sub-contractor's workers will be allowed on foot between building sites. If any of these workers fail to adhere thereto, the Association reserves the right to deny the transgressors' future entry and levy fines on the owners/contractor of the said properties of R1 000 (one thousand rand).
11. All contractors will be required to provide a shed and a screened ablution facilities, as per SANS standards, for the workmen and subcontractors under their control. A minimum of one toilet per site is compulsory. Only chemical toilets will be allowed with no temporary connections to the main drainage system whatsoever. Such toilets will not be allowed on the road reserve or other neighboring stands.
12. No contractor, sub-contractor, supplier or any of their workers will be permitted to make fires for whatever purpose in the Estate.
13. No construction personnel or night watchmen will be allowed to sleep on site.
14. The primary function of the stopcock provided at the water meter on each stand when the water connection has been installed, is to control water flow from the main supply line. It must therefore not be used as a normal tap during building operations. Contractors must ensure that a suitable installation is done for this purpose, which will also ensure that any water spillage does not flow into the roadway.
15. No advertising or sub-contractors boards will be permitted. Only the approved contractor/professional board will be permitted – size 1.5m x 1m.

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Owner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**HOA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ESTATE AGENCY ACCREDITATION POLICY**

### **1. PREAMBLE**

Residents choose to reside in the security estates due to their peaceful and secure surroundings, it is therefore the duty of the BOD to ensure that residents' privacy is protected.

It is, however, also the right of each owner/member to dispose of his/her property in accordance with this Accreditation Policy and/or conduct Rules of the Silver Stone Homeowners Association as stipulated in the Rules and Regulations. The BOD must ensure that such rights can be executed with as little disturbance as possible to other owners/members.

This Policy is formulated in order to curtail disturbances and to comply with the Articles of Association of the Silver Stone Homeowners Association. Once accepted as Policy, agreements would be concluded with each individual estate agency to ensure compliance with these conditions. The Rules of conduct of the Silver Stone Homeowners Association will thereafter be brought in line with this Policy and Agreement.

### **2. PERMISSIBLE TRANSACTIONS**

A property transaction in Silver Stone, be it the sale, purchase or letting of a property, may only be executed by:

a: an accredited estate agent; or

b: the owner of the property and/or its legal representative subject to the abovementioned Conduct Rules and/or this Accreditation Policy.

### **3. ESTATE AGENT TRANSACTIONS**

#### **3.1 Accreditation**

All estate agencies and agents who are employed to conclude property transactions on the Estate shall obtain prior accreditation from the Homeowners Association. Such accreditation shall include the signing of an Agreement with the Homeowners Association and payment of the required fees. An Estate Agent applying for accreditation shall pay the prescribed accreditation fee and provide the Association with proof of registration by the Estate Agency Affairs Board or any other statutory or mandatory authority, including proof of a fidelity fund certificate, prior to signing an Agreement.

Accreditation of Estate Agents may be reviewed by the Association from time to time.

### **3.2 Number of Accredited Estate Agencies**

The number of accredited estate agencies approved by the BOD was not limited at the date of completion of this document; however, the BOD has the power to limit the number of agencies in the future at their own discretion.

### **3.3 Accreditation Duration**

Accreditation Agreements with estate agencies will be valid for a period of 12 (twelve) months, expiring at the end of February each year, and shall be renewable annually by written application in the prescribed manner by the agent concerned. Accreditation granted at any other time would be for the portion of that year as remains and that Agreement shall expire end of February each year.

### **3.4 Accreditation Fee and Subscription Fee**

An annual, non-refundable accreditation fee for estate agencies will be determined from time to time by the BOD. The accreditation fee is payable on the date of signing the Accreditation Agreement. No pro rata subscription fee will be accepted and the full annual subscription fee, irrespective of the date of the Agreement and the accreditation, will become payable prior to such accreditation. The amount of the annual accreditation fee for a specific year will be communicated (invoiced) to estate agencies by the BOD one month prior to the 12 month period (March to February). Estate agencies shall annually re-apply for accreditation in terms of clause 3.3.

### **3.5 Accreditation Adjudication**

The Silver Stone Homeowners Association reserves the right to approve and/or disapprove an application for accreditation, non-approval of an application may be due to non-compliance with the accreditation criteria, a previous or continuous breach of the Agreement and/or any other related matter. If an application for accreditation is not approved for whatsoever reason, the accreditation fee will be refunded to the applicant.

## **4. SILVER STONE HOMEOWNER COMMITMENTS**

The Silver Stone Homeowners Association is committed to taking reasonable steps to provide the following services to accredited estate agents:

- 4.1 The provision of all the required forms for the conclusion of a property transaction.
- 4.2 The provision of stand/street maps.
- 4.3 Assurance that the Silver Stone Home Owners Association and managing agent will endeavour to issue clearance certificates within 10 (ten) working days, provided information/documents and payments are on hand.
- 4.4 Access to relevant property information and contact details of individual homeowners in order for formal appointments to be arranged with interested homeowners.
- 4.5 Ensure that individual homeowners selling their own property adhere to all applicable Rules as stipulated in the Conduct Rules for Estate Agents and enforcement of the applicable penalties as

stipulated in clause 7.3 hereof in case of non-compliance with such rules and specifically not to issue a clearance certificate unless the penalty commission as stipulated in clause 7.3 has been paid or guaranteed.

- 4.6 Ensure that only accredited estate agencies and agents market and sell properties in the Silver Stone Estate.
- 4.7 Make available a list of all the accredited agents as indicated below.

AGENCY	AGENT	CONTACT NUMBER
--------	-------	----------------

4.7.1 The listing order will be determined according to the accreditation date of agencies.

4.7.2 The list must be available at every gate for presentation to potential buyers on request.

- 4.8 Make available at no cost to estate agencies, in a single document in the form of an addendum, all procedures, Rules and Regulations applicable to buyers, sellers and tenants to be included in sale and lease agreements.
- 4.9 Subject to the conditions of clause 5.4 below, supply estate agencies with two access devices at the applicable fee at that time.
- 4.10 Ensure that all accredited agencies and agents are treated on an equal basis for all purposes.

**5. ESTATE AGENTS CONDITIONS**

In signing the Accreditation Agreement, estate agencies accept the following conditions:

- 5.1 The Home Owners Association's Articles of Association and Rules and Regulations.
- 5.2 Inclusion of all procedures, Rules and Regulations in sale and lease agreements (as stipulated in clause 4.8).
- 5.3 Specific attention in respect of the Access Control Policy of the Home Owners Association, giving due notice to the Home Owners Association of property transactions, including without limitation the letting of property.
- 5.4 All Estate Agents shall apply individually for access to the Estate in accordance with the Home Owners Association Access Control Policy and shall adhere to this Policy at all times.
- 5.5 Agents selling property in Silver Stone may only operate on a 'by appointment' basis, and must personally accompany a prospective buyer.

**6. ADVERTISEMENTS/SIGNBOARDS**

Estate agencies will be required to adhere to all conditions relating to the erection of advertisements/signboards, embodied in detail in the Agreement, and including the following:

- 6.1 No electronic and/or written and/or other advertisement/signboard may claim to represent the Home Owners Association and/or ignore and/or attach an interpretation of the Silver Stone Home Owners Association's Rules of conduct.
- 6.2 Ignorance of the by-laws/Rules of the Tshwane Town Council in respect of signboards on public roads, be it in the Estate or outside, will jeopardize the existence of the Agreement. Copies of such by-laws/Rules can be obtained from the Tshwane Town Council.

- 6.3 No show house boards and/or for sale boards and/or to let boards may be erected on the Estate, except in cases of forced sales (sequestration and liquidation) as permitted in the Agreement.
- 6.4 No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within the Estate.
- 6.5 Door-to-door canvassing for property transactions is not permitted and Estate Agents may only operate by appointment.

## **7. OWNER TRANSACTIONS**

Should the owner execute his/her own property transaction, the following conditions shall apply:

- 7.1 The owner shall only advertise the property under his/her personal name and telephone number and shall specifically not be allowed to sell the property through any other non-accredited agency. If an owner wants to sell his/her property through a non-accredited agency, the owner is liable to ensure that such agency apply for accreditation in terms of this Policy prior to the commencement of marketing action. Properties transferred under a will as part of an estate can be transferred as such without agency intervention, if an agency is included in the process the forgoing will apply.
- 7.2 Nothing in this Policy shall preclude the Directors of Silver Stone Home Owners Association from granting an exception to any owner from compliance with this Policy in the case of a forced sale and upon application and on good cause shown.
- 7.4 If an owner endeavours to make use of the services of a non-accredited agent, such owner forfeits the right to sell his/her property privately.

## **8. BREACH OF CONDITIONS**

Provision will be made in the Agreement that the Homeowners Association reserves the right to take steps against an accredited Estate Agent who breaches a condition of the contract, this Policy, the Estate Rules or any other directive, rule or law applicable to such Estate Agent or such transaction. It is therefore accepted that if an accredited Estate Agent were to breach a condition of the contract, such agent/agency may, after consultation with the BOD:

- 8.1 Have his/her accreditation summarily cancelled and/or not renewed.
- 8.2 Forfeit the annual fee and any other sums paid for that year.

## **9. AMENDMENT OF CONDITIONS**

The Directors of Silver Stone Home Owners Association may amend this Policy or any Agreement concluded hereunder after consultation with the Agents Committee. Notice shall be given to home owners and the amendment may be reviewed at the following AGM.

## **10. PRINCIPLE**

It is an underlying principle of this Policy that there may not be discriminated against estate agencies as service providers. Procedures, Rules and Regulations must be equally applicable to all service providers in terms of applicable policies regarding the rendering of services (with specific reference to advertising) in the Silver Stone Estate.



## Silver Stone Home Owners Association

### Accreditation Agreement of Estate Agency and Estate Agents

I, the undersigned \_\_\_\_\_

on behalf of \_\_\_\_\_ (Estate Agency)

Estate Agent's telephone no: \_\_\_\_\_(W)

\_\_\_\_\_ (H)

\_\_\_\_\_ (C)

Estate Agent's e-mail address: \_\_\_\_\_

herewith confirm that:

1. The Agency is fully aware of:
  - 1.1 the Silver Stone Rules and Regulations;
  - 1.2 the existence of the Silver Stone Home Owners Association;
  - 1.3 the Estate Agents Accreditation Policy and hereby undertake to explain the contents thereof to all purchasers and lessees.
2. I undertake to attach a copy of the Silver Stone Rules and Regulations to each and every resale and lease document concluded by the Company, together with a special condition to the sale agreement relating to title deed requirements.
3. I am aware that a clearance certificate is required for lodgement with each transfer, which certificate can be obtained from the Managing Agent, of the Silver Stone Home Owners Association, or any other appointed agent, who will supply it on request. A copy of the Silver Stone Rules and Regulations will be attached to the clearance certificate.
4. The Managing Agent will only issue the clearance certificate if:
  - 4.1 Levies have been paid for 3 (three) months in advance;
  - 4.2 Full details of the new purchaser have been furnished to the Silver Stone Home Owners Association (a standard form will be provided to agents by the Estate Manager for this purpose).
5. As an accredited agent for the sale of houses, resale stands and lease agreements, I will be required to abide by the following guidelines relating to the erection of advertisements/signboards:
  - 5.1 No electronic and/or written and/or other advertisement/signboard may claim to represent the Silver Stone Home Owners Association and/or ignore and/or attach an interpretation of the Silver Stone Home Owners Association Rules and Regulations.
  - 5.2 Ignorance of the by-laws of the Tshwane City Council in respect of signboards on public roads, be it on the Silver Stone Estate or outside, will jeopardize the existence of this Agreement. Copies of such by-laws/Rules can be obtained from the Tshwane City Council.
  - 5.3 No show house boards and/or for sale boards and/or to let boards may be erected on the Estate.
  - 5.4 No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties on the Estate.

5.5 Door-to-door canvassing for property transactions is not permitted and Estate Agents may only operate by appointment.

5.6 No accredited estate agency may conduct sales through an auctioneer.

6. Accreditation, Accreditation Fee and Subscription Fee:

6.1 The Accreditation Agreement is valid for a period of 12 (twelve) months, expiring at the end of February each year and shall be renewable annually by written application in the prescribed manner.

6.2 Accreditation granted at any other time would be for such portion of that year as remains and the Agreement shall expire at the end of February each year.

6.3 An annual non-refundable accreditation fee for estate agencies will be determined from time to time by the BOD. The current accreditation fee of R3000 shall become payable on the date of signing this Accreditation Agreement. The full annual accreditation fee, irrespective of the date of this Agreement, is payable prior to such accreditation. The amount of the accreditation fee for a specific year will be communicated (invoiced) to estate agencies by the BOD one month prior to the 12-month period (March to February). Estate Agents shall annually re-apply for accreditation in terms of clause 6.1.

6.4 Accreditation Adjudication:

The Silver Stone Home Owners Association reserves the right to approve/disapprove an application for accreditation. Non-approval of an application may be due to non-compliance with the accreditation criteria, a previous or continuous breach of the Agreement and/or related matters. If an application for accreditation is not approved for whatever reason, the applicable accreditation fee for the current year will be refunded to the applicant.

7. A maximum of three (3) estate agents per accredited estate agency will be allowed to market property on the Silver Stone Estate.

7.1 The agents representing us at the Silver Stone Estate will be:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

7.2 An access device for each agent representing us at the Silver Stone Estate will be issued at the applicable cost by the Silver Stone Home Owners Association.

7.3 Attached are copies of our current year Fidelity Fund Guarantee Certificate, our Registration Certificates and Certificate of Registration of the abovementioned agents.

7.4 We undertake to provide the abovementioned documents for the ongoing period when applications are submitted for annual renewal.

8. I am aware that if I should fail to comply with these Rules, notwithstanding any mandate I may have from the owner of a property to sell the said property, the Silver Stone Home Owners Association has the right to revoke my accreditation immediately. If this happens, I will have no right or recourse against the Silver Stone Home Owners Association or any of its members.

9. I acknowledge that these Rules and the Silver Stone Rules and Regulations Manual and the Estate Agents Accreditation Policy, copies of which I have in my possession, are subject to amendment from time to time. I hereby undertake to abide by any reasonable amendment to the Rules, which I acknowledge will always supersede the existing Rules.

I, \_\_\_\_\_ confirm acceptance of the above terms and conditions on behalf of

\_\_\_\_\_

(Estate Agency)

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Agents: Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On behalf of the Silver Stone Home Owners Association

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## INDICATIVE SCHEDULE OF FINES

**Notes:**

In all instances, fines may be applied to both the transgressor and the responsible homeowner or tenant who takes responsibility for the activities of his/her spouse/partner, children, guests, visitors, servants, workers and/or contractors.

If a transgression not included in this annexure occurs, a suitable fine may be imposed as per either a Board decision or a decision by the General Manager.

**1.1 Driving Without a Licence**

Offence				
1st	1st	2nd	3rd	Further
Perpetrator	R500	R1 000	R2 000	R2 000
Responsible home owner/tenant	R500	R1 000	R2 000	R2 000

Notes:

- a: Minimum appropriate authority fines will be applied if the transgression exceeds Silver Stone's indicative fines structure.
- b: Fines may be doubled or increased to the maximum allowed if the vehicle is not roadworthy and/or not licensed (in terms of Tshwane City Council Ordinance or other appropriate authorities).
- c: All fines in paragraph 1.2 may in addition be handed to the appropriate authorities for further action.

**1.2 Illegal Parking**

Offence				
1st	1st	2nd	3rd	Further
Perpetrator	R500	R1 000	R2 000	R2 000
Responsible home owner/tenant	R500	R1 000	R2 000	R2 000

**1.3 Motorbike and/or motorcar excessive noise and/or 'revving', spinning wheels, hooting, etc.:**

Offence				
	1st	2nd	3rd	Further
Perpetrator	R200	R500	R1 000	R2 000

Responsible home owner/tenant	R200	R500	R1 000	R2 000
-------------------------------	------	------	--------	--------

## 2. Vandalism/Damage

Such vandalism but is not limited to defacing buildings, walls, roads, street signs or breaking or removing sprayers, piping, cables, or damaging plants, kerbs, paths.

Offence				
	1st	2nd	3rd	Further
Perpetrator	R100 (if damage is minor)	R500	R1 000	Increase by R500 per incident to R2 000
Responsible home owner/tenant	R100 (if damage is minor)	R500	R1 000	
Plus <b>all</b> repair and/or rehabilitation costs				

## 3. Security

Security includes but is not limited to willfully ignoring/circumventing access and security procedures or ignoring appointed officials.

Offence				
	1st	2nd	3rd	Further
Perpetrator	R400	R800	R1 000	R2 000
Responsible home owner/tenant	R400	R800	R1000	R2000
Responsible home owner/tenant	R200.00 for failing to cut back and prune any trees or bushes that touch the electric fence or grow higher than the fence and wall if within 2 meters of it.	R400.00	R1600.00	R25 000.00

Responsible home owner/tenant	R25000.00 for failing to cancel employees' access with immediate effect once employment is terminated	R300.00	R600.00	R900.00
Plus <b>all</b> repair and/or rehabilitation costs				

**4. Assaulting Guards (verbally or physically)**

Offence				
	1st	2nd	3rd	Further
Perpetrator	R200	R500	R1 000	R2 000
Responsible home owner/tenant	R200	R500	R1 000	R2 000
Plus <b>all</b> repair and/or rehabilitation costs				

**5. Pets in Public Places**

**5.1 Running Loose**

Offence				
	1st	2nd	3rd	Further
Perpetrator	R200	R500	R1 000	R2 000
Responsible home owner/tenant	R200	R500	R1 000	R2 000
Plus <b>all</b> repair and/or rehabilitation costs				

**5.2 Excrement Not Collected**

<b>Offence</b>				
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>Further</b>
Perpetrator	R200	R500	R1 000	R2 000
Responsible home owner/tenant	R200	R500	R1 000	R2 000
Plus <b>all</b> repair and/or rehabilitation costs				

#### 6. Contractor's Activities Outside Permitted Hours

Offence				
	1st	2nd	3rd	Further
Contractor	R 1 000	R 1 300	R1 600	R2 000
Responsible home owner/tenant	R 1 000	R 1 300	R1 600	R2 000
Plus <b>all</b> repair and/or rehabilitation costs				

#### 8. Contractors' Workers On Foot Between Building Sites

Offence				
	1st	2nd	3rd	Further
Contractor	R 1 000	R 1 300	R1 600	R2 000
Responsible home owner/tenant	Notify	Notify	Notify	R2 000
Plus <b>all</b> repair and/or rehabilitation costs				



OFFENCE	
Failing to obey any traffic sign & road traffic rules	R 150.00
Damage to common property (In addition to costs for repairing such damage)	R 250.00
Reckless driving of any motorized vehicle	R 1 000.00
Destroying or Damaging Trees & Flora (in addition to the costs to replace damaged trees and flora)	R 1 000.00
Building alterations without the required approval	R 2 500.00
Contractors' failure to return "Visiting Contractors card" per card	R 250.00
Contractors failure to comply with rules, regulations and policies whilst undertaking Upon, or engaging in contracting and related	R 5 000.00
Contractors labour leaving site & walking through estate per person	R 250.00
Building Contractors working out of approved hours per person	R 100.00
Letting off fireworks	R 250.00
Use of fire hoses other than for fighting fires	R 350.00
Dogs not kept within owner's property or on a leash whilst out walking	R 150.00
Dogs fouling the roads and/or common areas	R 150.00
Drunk and disorderly conduct outside own property and within commons	R 1 500.00
Causing a disturbance of the peace	R 250.00
Non maintenance of gardens & banks within your boundaries / lack of maintenance and up keep of property and buildings	R 750.00
Leaving rubbish bags on verge	R 100.00
Failure to remove building rubble and or building material	R 500.00
Using neighbours stand to store building material without prior permission	R 300.00

## Annexure F

### GENERAL ACCESS/EGRESS PROCEDURES

**1. Residents**

**Access Procedure:** Access is allowed for a resident, either in a vehicle or on foot at all the entrances, by scanning and verifying the resident's.

**Egress Procedure:** Egress is allowed for a resident, either in a vehicle or on foot at all the exits.

**2. Accredited Visitors**

**Access Procedure:** Access is allowed, either in a vehicle or on foot at all the entrances, by identifying his/her name as per the pre-booking.

**Egress Procedure:** Egress is allowed, either in a vehicle or on foot at all the exits, by verifying that his/her access slip corresponds with the pre-booking details.

Residents must follow the formal Accredited Visitor Registration procedure in order to register their regular visitors on the access system. An accredited visitor must comply with the criteria determined by the HOA.

**3. Domestic Workers (on foot)**

**Access Procedure:** Access is allowed through the gate by displaying his/her Domestic ID Card. If a domestic worker occasionally wishes to enter the Estate in a vehicle with the driver as the visitor, the procedure for visitors to a resident must be followed by the driver. The domestic worker must still enter through the gate.

**Egress Procedure:** Egress is allowed through the gate by displaying his/her Domestic ID Card. If a domestic worker occasionally wishes to exit the Estate in a vehicle with the driver as the visitor, the procedure for visitors to a resident must be followed by the driver. The domestic worker must still exit through the gate.

NOTE: All domestic workers must always enter and exit through the gate, even if this worker is a passenger in a vehicle. If the domestic worker is a licenced driver of a vehicle, the owner, at his/her discretion, may register the worker as an accredited visitor.

**Registration:** Residents must follow the formal Domestic Worker Registration procedure a Domestic ID Card is issued. Photo ID Cards can take up to 7 days, but temporary access cards will be issued. Lost Domestic ID Cards will be replaced by following the normal procedure.

Non-registered domestics may not be picked up at the gate by residents; all must be registered before entry. This is a violation of security and will result in a levy fine. A registered live-in domestic is allowed to walk freely around the Estate when displaying his/her Domestic ID Card at all times.

**Domestic Worker without a Domestic ID Card**

Domestic workers must be in possession of his/her Domestic ID Card, and on confirmation of the resident via cell or similar communication, are allowed access on foot.

Registered domestic workers and gardeners without his/her domestic ID Card must be picked up at the gate and are not allowed to walk around in the Estate.

#### **Domestic Workers not Registered for a Specific Day**

Some domestic workers/gardeners may only be working on certain days of the week and therefore their ID cards only specify those specific days of the week. Access will not be allowed by the security on any other day of the week. However, the resident may have made arrangements with the domestic worker/gardener to work on another day. The security officer must then contact the resident to confirm that the worker and the resident have made such an arrangement. Access will only be granted after proper confirmation has been obtained from the resident and if the domestic worker is in possession of his/her Domestic ID Card. If no proper confirmation has been given, no access will be granted. If a worker is registered, but not for that specific day and has forgotten his/her Domestic ID Card, the domestic worker must be fetched from the gate by the resident.

#### **4. Contractors**

**Definition:** When a service provider works more than 5 (five) consecutive days on a premises, they then become a contractor, and access procedures for contractors apply at the gate.

**Access Procedure:** Entry will be allowed at the visitor's gate from 07:00 on Mondays to Fridays, excluding Public Holidays. All contractors and sub-contractors and their workers who enter the Estate must be in possession of valid Contractor ID Card. All the workers of the contractor in the vehicle must enter through the main gate after handing in their ID Documents. If present, the Security must inspect the boot of the vehicle before allowing access. The driver of the vehicle can then drive through after handing in his ID Book. After driving through, all workers must climb back into the vehicle and be taken to their site. Strictly if no proper proof of identification is produced, no entry will be allowed. Security will make no exceptions whatsoever.

**Egress Procedures:** All the workers of the contractor must arrive at the exit gate in the contractor's vehicle. All the contractor workers then exit through the gate by verifying his/her ID Document. If present, the Security must inspect the boot of the vehicle before allowing egress. The driver of the vehicle can then drive through. Contractors must exit at the gate before 17:00. Leaving late will result in fines being issued. The ID Cards of contractors who leave after 17:00 must be confiscated and handed to the senior at the gate to ensure that the necessary fines can be issued the following day.

**Registration of Contractors:** Contractors and sub-contractors must follow the formal Contractors procedure. A South African ID or a valid South African work permit must be presented. The contractor's worker must also present a South African ID or a valid South African work ID. The Contractor ID Cards remain the property of the Estate and will be recalled if any Estate or Security Rules are contravened.

#### **5. Service Providers**

**Access Procedures:** Every person in a service provider vehicle (driver and all passengers) will provide a valid South African ID or South African or international driver's licence when entering the Estate in a vehicle (if no valid ID is produced, no access will be granted). Security will then complete the access register for each with the identification documents as a reference and will ask each person to sign once all relevant information has been recorded. If access is granted, Temporary Access Cards for each will be issued. The driver is to be directed to the stand if they are not sure of its location. If no proper confirmation is given no access will be granted. The Security must inspect the boot of the vehicle before allowing access.

**Egress procedures:** All service providers wishing to exit the Estate are to stop at the exit gate, must hand their Temporary Access Card to the guard, turn off their vehicle, exit their vehicle and open the boot, enabling the guard to inspect it for any suspicious goods. Once the guard is satisfied that the vehicle does not contain any possible stolen items, exit will be allowed.

Service Providers is the term applied to contractors (e.g. garden services, plumbers, electricians, tilers) working less than 7 consecutive days.

#### 6. **Visitors to a Resident**

**Access Procedures:** All visitors need to be booked by the resident before or on arrival (if no pre-booking, no access will be granted). The visitor is to be directed to the stand if they are not sure of its location. The Security may inspect the boot of the vehicle before allowing access.

**Egress Procedures:** All visitors wishing to exit the Estate are to stop at the exit gate and enter the exit code (which has been given to them by the resident) into the key pad at the boom gate. Please note that Security guards are permitted to request your visitor to open the boot of the vehicle in order to inspect it of any suspicious goods. Visitor is the term applied to anyone entering the Estate, excluding the Service Providers.

#### 7. **Visitors to a Domestic worker/Gardener on Foot**

It is important that the visitor identify him/herself upon entry by producing valid proof of identification (e.g. id book, a certified copy thereof or driver's licence). If no valid proof of identification is provided, no entry whatsoever will be permitted. The resident must be contacted for confirmation/permission to enter. If no proper confirmation is given, no access will be granted. If access is granted, all relevant details of the visitor, including his/her ID number must be recorded on the special access register provided for visitors of domestic workers/gardeners. An access card will be issued. The visitor on foot, after being granted access by a resident, could be collected at the gate either by the resident per vehicle or the domestic on foot.

**Visitor to a domestic in a vehicle** are to be treated as any other visitor.

**Visitors to functions at the clubhouse** are to be treated as any other visitor.

**Entry of City Council, City Council Sub Contractors, Telkom, Police, Ambulance or Fire Brigade**, even in marked vehicles and dressed in uniforms, with or without job cards, are still to be treated as visitors and the normal procedure for Visitor to Residents must be followed. If no authorisation is provided, no entry will be allowed. Site seniors may override the system only in the event of an emergency e.g. police, fire brigade and ambulance.

#### 8. **Important Points to Remember:**

- Always stay calm and polite. Avoid arguments.
- Explain that procedures are being followed and apologise for any inconvenience. The security measures are there for the residents' own benefit.
- If you think the situation is or might get worse, call the senior, Estate Manager or Security Manager for assistance.
- No other telephonic confirmation is accepted.

## **GUIDELINES FOR BUSINESS**

These Rules have been devised to minimise disruption to other businesses and residents in the Silver Stone Estate. In some instances, exceptions have been granted in order not to prejudice existing homeowners who already conduct a business from home and to minimise the level of unemployment.

Homeowners who envisage running a business enterprise from the Silver Stone Estate must complete the attached application form for permission to be granted by the Silver Stone HOA to for such an enterprise.

A business undertaking from a dwelling is therefore subject to the following:

1. Only one bona fide owner or resident.
2. Two bona fide occupants, subject to written consent from the HOA.
3. A maximum of 20% of the gross floor area of the dwelling place may be utilised, provided that such area does not exceed 60m<sup>2</sup>.
4. The display of a name, advertising and notice boards are prohibited.
5. The storage of goods of whatsoever nature and/or hazardous waste is prohibited.
6. The display of goods contemplated shall be located inside the dwelling place and shall not be visible from the outside/street.
7. The loading and off-loading of goods by means of a private or commercial vehicle may not take place unless the mass does not exceed 3 500 kg, loading capacity included, and the maximum length, width and height of 5.5m, 1.8m and 2.1m respectively.
8. All visitors' vehicles shall be parked on the premises. No parking whatsoever is permitted on the pavement.
9. The parking of motor vehicles shall not impact on neighbours' premises and/or the pavement.
10. The number of those working therein is restricted to the owner and not more than one employee, and if need be, obtain written permission from the Association for additional employees, provided that the owner is present or lives on the property.
11. No disturbing industry or manufacturing enterprise will be permitted.
12. No disturbances, noises, smells, radioactive air pollution or annoying situations that which may cause public discomfort will be permitted.
13. The following undertakings will not be considered or permitted:
  - Crèche
  - Funeral undertaking
  - Visitors' information bureau
  - Building society
  - Bank agency
  - Towing service

- Vehicle workshop
  - Carwash bay
  - School
  - Panel beater
  - Parcel delivery services
  - Travel agency
  - Shooting range
  - Blasting contractors
  - Butchery and/or meat-processing enterprise
  - Dog parlour
  - Seafood supply/wholesalers bakery
  - Vehicle sale showroom and offices
  - Entertainment centre
  - Any manufacturing enterprise
  - Packaging and/or cartage contractors
  - Any business that is involved in unlawful activities
14. The undertakings may not generate excessive traffic. A maximum of two simultaneous visitors permitted. The number of visitors may not adversely affect Silver Stone Security. Security must be notified of visitors before they report to the gate. Normal access procedures must be complied with by all visitors.
15. The permission granted in terms of this Policy to a homeowner can be terminated forthwith, at the sole discretion of the Silver Stone HOA, if the owner contravenes the Rules that govern business enterprises on the Silver Stone Estate.
16. The homeowner shall have no claim whatsoever against the Silver Stone HOA for damages or other causes.
17. Deliveries to and from the premises may not hamper the security and/or rights of a neighbour in any fashion whatsoever.
18. Written permission and consent of your neighbours to conduct the enterprise must be obtained from all neighbours and must accompany a request for the permission to the HOA.

I, \_\_\_\_\_, confirm acceptance of the above terms and conditions.

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
CONSENT NEIGHBOUR 1 DATE

NAME: \_\_\_\_\_ STAND NUMBER \_\_\_\_\_

\_\_\_\_\_  
CONSENT NEIGHBOUR 2 DATE

NAME: \_\_\_\_\_ STAND NUMBER \_\_\_\_\_

ON BEHALF OF THE SILVER STONE HOMEOWNERS ASSOCIATION

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
NAME (POSITION)

## CLUBHOUSE AND FACILITIES GOVERNANCE

### RULES RELATING TO THE RENTING OF THE CLUBHOUSE AND COMMUNAL FACILITIES

#### 1. BOOKINGS

The Clubhouse may only be booked for private family related functions.

Kindly complete the following:

- Full names of the owner \_\_\_\_\_
- The address of the owner \_\_\_\_\_
- The contact numbers of the owner \_\_\_\_\_
- Date and time of the function \_\_\_\_\_
- Nature of the function (e.g. birthday party) \_\_\_\_\_
- Number of guests that will be attending \_\_\_\_\_

The owner will be required to sign a declaration form taking full responsibility for damage to the Clubhouse and/or any other property on the Estate caused by the lessee or any of his/her guests.

The owner may be required to sign an indemnity form.

The Clubhouse will be allocated on a 'first come first serve' basis.

As the swimming pool and tennis court form part of the communal property, the swimming pool area and tennis court cannot be exclusively booked for private functions.

The decision for the renting of the Clubhouse rests with the Board of Directors and the Board of Directors' decision will be final.

**Tenants are required to pay a R500 deposit into the following account:**

**SILVERSTONE HOA**

**FNB**

**62244434528**

**251445**

**REF: SSN43005X (and your surname)**

**KINDLY NOTE: The amount of R150 cleaning-up fee is payable on the day of the function:**

#### 2. LIABILITY OF LESSEE FOR DAMAGE TO PROPERTY



The lessee shall be liable and shall compensate for any breakage or other damage of whatever nature to the Clubhouse, furniture, equipment or any other property being found to be defective, damaged or broken. Should the lessee find anything to be broken or defective prior to the start of the function, it shall be pointed out by the lessee to the Estate Manager before being used, failing which, all shall be considered as being in good and working order.

The lessee takes full responsibility for the behaviour of his/her guests and any damage, loss or breakages by any of his/her guests will be the responsibility of the lessee.

After every function, the Clubhouse shall be inspected by the Estate Manager and the lessee or anyone authorized by the lessee to act on his/her behalf, and any damage or loss shall be noted.

### **3. SILVER STONE COUNTRY ESTATE HOME OWNERS ASSOCIATION ARE NOT LIABLE FOR ANY LOSS INCURRED BY LESSEE OR MEMBERS OF THE PUBLIC OR FOR ACCIDENTS OR DEFECTS OR FAILURES**

SSHOA, the Board of Directors and/or any Director in his/her personal capacity shall accept no responsibility whatsoever in respect of any damage to or loss of any property, articles or goods of whatever nature placed or left upon the premises by the lessee or any of his/her guests, or for injuries to or the death of any person, or damage to any clothing or persons entering the Estate or making use of the equipment or facilities on the premises. It shall be an explicit condition that the lessee indemnifies the SSHOA, the Board of Directors and/or any Director in his/her personal capacity against any claim made by the lessee or any of his/her guests on any ground whatsoever.

The lessee shall further indemnify and hold harmless the SSHOA, the Board of Directors and/or any Director in his/her personal capacity from and against any claim against a judicial order, damages or otherwise and for costs including attorney and client costs, which may be instituted by reason of any infringement by the lessee and/or any of his/her guests while using the Clubhouse. It is the responsibility of the lessee to ensure that all Municipal by-laws, Regulations and/or any other legislation are adhered to.

### **4. ADMISSION OF GUESTS**

The lessee shall provide their guests with access codes which are obtained via the Click-on access control system. These procedures are however dependant on Security procedures which may change from time to time.

### **5. CANCELLATION OF RENTING THE CLUBHOUSE**

Any booking for the renting of the Clubhouse may be cancelled, provided such cancellation shall be done at least 14 days prior to the date for which the Clubhouse was booked. Any cancellations less than 14 days prior to the event will be subject to a penalty of 15% of the fee.

### **6. POSTPONEMENT OF RESERVATION**

In the event of the lessee desiring to postpone a reservation of the Clubhouse, written notification shall be given to the Estate Manager at least 7 days prior to the date for which the Clubhouse was booked. No penalty shall be payable if the postponement does not exceed a period of 30 days.

## 7. OTHER CONDITIONS

The Clubhouse shall be let to the lessee on the explicit understanding that no overcrowding will take place. The maximum amount of persons that will be allowed is 50 people.

Only with the permission of the Board of Directors and then only at such places as the Board of Directors may direct shall sign boards, posters, notices, decorations, flags, emblems, balloons, etc. be allowed to be placed at the Clubhouse or any other public place within the Estate.

Smoking inside the Clubhouse or in the doorways of the Clubhouse is strictly prohibited.

No fires (including 'gas braais') will be allowed in the Clubhouse or within a distance of 5 meters from any building or other structure in the vicinity of the Clubhouse. Fires will only be allowed in demarcated areas.

The Clubhouse and surrounding areas have to be cleaned after use by the lessee.

Noise levels should be kept to a minimum so as not to create a nuisance to other persons in the Estate.

No music or noise shall be heard beyond the boundaries of the Clubhouse between the hours of 22:00 to 8:00 on Mondays to Thursdays as well as Sundays. On Fridays and Saturdays, these times are 00:00 to 9:00. **All guests are to have vacated the Clubhouse area by 00:00.**

**The music system, which is available at the Clubhouse, is the only sound equipment that may be used to play your music through. Amplifiers, microphones and DJ Mix Tables are strictly prohibited.**

Under no circumstances will any fireworks be set off at the Clubhouse or within the boundaries of the Estate.

No guests who are not residents of the Estate will be allowed unaccompanied by the lessee in other public places on the Estate.

## 8. FINES AND PENALTIES

Should the lessee or any of his/her guests contravene any of the Rules and Regulations of the Estate or any condition set out in this document, the lessee will be fined an amount of R1 000. In the event of the contravention of any Municipal by-laws, Regulations or any other legislation, the Board of Directors and/or the Estate Manager may bring criminal charges against perpetrators.

I, \_\_\_\_\_, confirm acceptance of the above terms and conditions.

ADDRESS / STAND NUMBER \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE