



# WOODHILL

RESIDENTIAL ESTATE & COUNTRY CLUB



---

# INDEX

---

WOODHILL HOMEOWNERS ASSOCIATION REGISTRATION  
NUMBER 1998/009813/08 NPC

WOODHILL HOA RULES & REGULATIONS



## **RULES**

### **Introduction:**

#### **PREAMBLE**

The Woodhill Homeowners Association strives to be an “ESTATE OF CHOICE”.

The Rules are created to protect, secure and advance the communal interests of owners, residents and users of properties within Woodhill Estate, to set uniform standards for the development and maintenance of the properties within Woodhill Estate, to regulate the use of common areas within Woodhill Estate and to promote good neighborliness.

These Rules are intended to preserve these prime objectives of the Woodhill Homeowners Association and to elucidate the company’s powers as more fully defined in the Company’s Memorandum of Incorporation.

The Woodhill Homeowners Association, through its elected Board of Directors, management team and security service providers, must strive to ensure that the Rules are applied and managed with care, circumspection and discretion in the best interest of the Woodhill community, and are enforced with the due process as allowed herein. Such enforcement shall be affected fairly by various means, from notices, verbal and written warnings, penalties, disciplinary hearings and, if necessary, legal proceedings and interdicts.

These Rules and annexures may be amended from time to time by the Directors of the Woodhill Homeowners Association in accordance with Article 1.3 of the Memorandum of Incorporation.

**Definitions:**

In these Rules the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:

<b><i>“Act”</i></b>	Means, The Companies Act, 71 of 2008 and will have the same meaning as defined in the Memorandum of Incorporation.
<b><i>“Biometric system” or “Biometrics”</i></b>	Means the gathering of biological data, scanned to a device that will convert scanned information into a digital form to compare and process match points with the purpose of verifying the identity of a person.
<b><i>“Board”</i></b>	Means the Board of Directors of the Woodhill Homeowners Association elected by its members from time to time in office.
<b><i>“Breach”</i></b>	The willful or negligent transgression of a Rule / Rules created by the Woodhill Homeowners Association punishable by a fine levied by the Association to the member/s alternatively golfers (where so applicable). The Association may, in addition to imposing a fine, use whatever recourse it has in law to enforce compliance with its Rules.
<b><i>“Common Property” or “Communal Property”</i></b>	Refers to the Common Property Areas in the Woodhill Estate, including all the infrastructure, amenities and equipment of any nature, developed and/or installed on the Common Property Areas and within

servitude areas registered in favor of the Company, which are owned by the Company and for which the Company bears the responsibility to maintain, such as, amongst others, the security fencing and systems, entrance gates, including gardens and buildings.

***“Company” or “Woodhill Homeowners Association” or “The Association”***

Means the Woodhill Homeowners Association NPC Registration Number 1998/009813/08, established as a Non-profit Company in accordance with the provisions of the Companies Act, 71 of 2008.

***“Delivered” or “Sent” and “Receive” or “Receipt”***

Means delivery by email message sent to the email address recorded in the Register of Members and where a member has no recorded email address, then delivery will be by telefax or by mail.

***“Disciplinary Committee”***

Means a panel of 2 directors and the Chief Executive Officer (or his authorized representative) to conduct a disciplinary hearing into an alleged disputed breach of a Rule and/or contravention of the Rules and / or penalty levied as a result of the breach / contravention.

***“Estate Agent”***

Means an approved person who sells and rents out property for clients at an agreed price/commission. The term “estate agent” will include an auctioneer.

***“guilty of” or any words to that effect in the Memorandum of Incorporation or the Rules,***

Means a finding and/or determination as more fully explained under “Enforcement Procedures,” paragraph 1.2. of the Rules.

***“Levies”***

Means all contributions levied from time to time by the Directors upon Members for the purpose of meeting all the expenses which the Company has incurred or which the Directors reasonably anticipate the Company will incur in the attainment of its objects and the pursuit of its business, and as more fully stipulated in the definition clause and Memorandum of Incorporation.

***“Licensed Driver”***

Means a person holding a driver’s license authorizing him/her to drive a motor vehicle on a public road. The minimum age to hold a license is 18, with the exception of Code A1 (motorcycle license) for which the minimum age is 16.

***“Managing Agent”***

Means any qualified and authorized person or body appointed by the Company as an independent contractor from time to time to assist the Company with the collection of levies, arranging of meetings and administrative arrangements not dealt with by the staff of the Company.

***“Member”***

Means the person who is reflected in the Deeds Registry of the relevant Deeds Office as the registered owner of a Unit/Erf in the Woodhill Estate. “Member” will include a person or persons representing

	that Member by proxy in terms of the Act and the Memorandum of Incorporation. A director of a Company, member of a Close Corporation, or trustee of a Trust or similar office bearer acting for the owner recorded in the Deeds Registry of a Woodhill property will be regarded as the deemed representative of such a legal entity.
<b><i>“Memorandum of Incorporation” (“MOI”) Also “Constitution” of the Company”</i></b>	Means the Memorandum of Incorporation of the Company.
<b><i>“Noxious Flora”</i></b>	Means an aggressive growing weed injurious to the ecosystem.
<b><i>“Owner”</i></b>	Means the owner and/or co-owner of a Unit/Erf in Woodhill Estate.
<b><i>“Resident”/“Tenant”</i></b>	Means a person occupying a property on Woodhill Estate.
<b><i>“Staff”</i></b>	Means domestics, gardeners, employees (whether temporary or permanently employed) of owners or tenants on Woodhill Estate.
<b><i>“Subsidiary Companies of the Woodhill Homeowners Association”</i></b>	Means the related and/or interrelated company/ies of the Woodhill Homeowners Association controlled by the Association.
<b><i>“Unit” or “Erf”</i></b>	Means an erf or any subdivision thereof in Woodhill Estate or a Unit established in terms of the Sectional Titles Act, Act 95 of 1986, within Woodhill Estate

***“WCC/ Golf Club”***

Means the Woodhill Country Club (Pty) Ltd  
Registration Number 1997/012324/07.

***“Woodhill Estate” also  
“Estate”***

Means all the property/ies and amenities  
within Woodhill Estate which includes  
Erven 89 and 90 Pretoriuspark Extension 1  
and/or 8 and/or 10, Registration Division  
J.R. Gauteng (respectively called  
Extensions 6, 8 or 10 and collectively  
referred to as Woodhill Estate.

***“Writing”, “in writing”***

Means all modes of representing or  
reproducing words in visible form and a data  
message accessible in a manner usable for  
subsequent use.

Words importing -

- i. The singular shall include the plural and *vice versa*.
- ii. The masculine gender shall include females; and
- iii. Persons shall include partnerships, trusts, corporate bodies, and any association of persons, whether constituting separate legal personality or not, and *vice versa*.
- iv. Headnotes to paragraphs in the Rules are inserted for purposes of reference only and shall not affect the interpretation of provisions to which they relate.
- v. Reference to the MOI means this Memorandum of Incorporation, including all schedules and annexures thereto.
- vi. Any word or expression which is defined in the Act, and which is not otherwise defined in these Rules shall have the meaning assigned thereto in the Act as in force at the date of incorporation of the Company.
- vii. These Rules shall be deemed to authorize the Company to do anything which the Act empowers a Company to do if so, authorized by its MOI unless that authority is expressly excluded.
- viii. Should any clause or definition in the Rules conflict with the MOI of the Company then the content of the MOI will prevail.



# **RULES**

## **WOODHILL HOMEOWNERS ASSOCIATION NPC**

### **A. STRUCTURE OF THE RULES**

#### **1. Rules:**

- 1.1 Broad Guidelines and Applicability.
- 1.2 Enforcement Procedures.
- 1.3 Security.
- 1.4 Golf Course.
- 1.5 Traffic.
- 1.6 Streetscape.
- 1.7 Environmental.
- 1.8 Architectural Standards.
- 1.9 Good Neighborliness.
- 1.10 Pets.
- 1.11 Boundary Walls and Fences.
- 1.12 Notices.
- 1.13 Levies.
- 1.14 Letting and Reselling of Properties.
- 1.15 Vandalism.

#### **2. Indemnity**

#### **3. General**

#### **4. Applicable Annexure**

Annexure A	Architectural Guidelines.
Annexure B	Architectural Policies and Procedures.
Annexure C	Contractor's' Activities.
Annexure D	Estate Agency Policy.
Annexure E	Guidelines for Business.
Annexure F	Access/Egress Procedures for the Estate.

Annexure G	Lightning Sirens and Procedures.
Annexure H	Extensions outside property boundaries.
Annexure I	Installation of Solar Panels and Geysers.
Annexure J	Installation and use of Generators.
Annexure K	Indicative Schedule of Penalties.

## **1. RULES**

### **1.1 Broad Guidelines and Applicability**

1.1.1 The Woodhill Homeowners Association (the “Association”) is a NPC.

The company’s Memorandum of Incorporation (MOI) contains provisions, which enables the Association to create Rules and to enforce them.

1.1.2 In addition to the main objectives of the Association, the Association created Rules to:

1.1.2.1 Ensure the lifestyle, security, character, golfing etiquette on the Woodhill Estate, to control traffic, and to comply with the architectural standards of buildings and other structures to be erected in Woodhill Estate is in accordance with local, provincial, and national laws.

1.1.2.2 Implement, administer, and control the security of access to and exit from Woodhill Estate, as well as controlling the security within Woodhill Estate.

1.1.2.3 Control the use of roads and open areas in the Estate, subject to all local, provincial, and national laws.

1.1.2.4 Provide controls for keeping dogs and other pets in Woodhill Estate.

1.1.2.5 Issue and thereafter vary, alter, retract or add to Rules in Woodhill Estate.

1.1.2.6 Make Rules for the completion of the erection and/or alteration and/or addition to homes and other structures on erven in Woodhill Estate within prescribed periods.

1.1.2.7 To allow the Association or it’s interrelated companies (the so-called subsidiary companies of the Association) to receive the transfer of erven in Woodhill Estate where so permitted on which buildings and/or other structures may be erected and to control the entrance to and exit from Woodhill Estate. (The specific erven may, from time to time, be changed from those indicated on any existing plans or models).

- 1.1.2.8 In the event of the Association or its interrelated companies becoming the registered owner/s of erven in Woodhill Estate, to care for and maintain these erven, assume the risk in respect thereof, and to pay rates and taxes in respect thereof.
- 1.1.2.9 To allow the directors of the Association to levy contributions against its members as regularly as they may deem sufficient to defray the expenses of the Association as stipulated in the MOI.
- 1.1.3 Promote compliance with legislation by allowing members and legal residents to the use properties, streets, sidewalks, open spaces and the golf course in the Woodhill Estate without undue detraction or encroachment by other members/residents, their visitors, children and employees.
- 1.1.4 Every person who receives transfer of an erf/unit in Woodhill Estate will, upon registration of transfer, automatically become a member of the Association. If the party taking transfer is not a natural person, they will be obliged, prior to transfer, to nominate a natural person to represent that party and to notify the Association of the full name, identity number, telephone particulars, street, email, and postal address of the said representative, failing which the Association may choose the identity of the representative from among the directors, members, trustees, partners or other similar office bearers of the owner.
- 1.1.5 Every person that becomes a member of the Association shall automatically cease to be a member as soon as such person ceases to be the registered owner of an erf/unit in Woodhill Estate. Where an erf/unit is owned by more than one person, all the registered owners shall together be deemed to be one member of the Association, together have the rights of one member of the Association, jointly and severally be liable for the member's obligations, and shall together exercise one vote at meetings of the Association.
- 1.1.6 The Rules set out below in this document are binding on all members of the Association as well as on residents of erven/units in Woodhill

Estate who are not owners and thus not members of the Association. In this regard, the registered owners of erven in Woodhill Estate shall be responsible, as members of the Association, for ensuring that residents of their erven/units who are not members of the Association as well as the members' families, tenants, visitors, friends, employees, contractor's, and invitees abide by the Rules of the Association. The Rules provide that an act or omission by any of the aforementioned persons which, had it been done or omitted by the member, would amount to a breach of a Rule of the Association and will be deemed to have been the act or omission of the member and hence a transgression of the Rules by the member.

- 1.1.7 In the quest for a happy and harmonious community, residents of Woodhill Estate are free to use and enjoy the properties they own and/or occupy as well as the public areas and open spaces in accordance with their own rights, but as curtailed by the rights of other members and residents as well as by these Rules and legislation in general.

## **1.2 Enforcement Procedures**

- 1.2.1 Any willful or negligent transgression of these Rules shall, irrespective of other terms and provisions in law, constitute a breach which may be punishable by a fine of not more than R10,000.00 (Ten Thousand Rand) per breach. However, should the offence/s reoccur the penalty is not limited to the aforesaid amount but can be cumulative and/or recurring and guided by the Schedule of Transgression and Penalties (as per Annexure K). The values contained in the Schedule of Transgression and Penalties are reviewable by the Board of Directors from time to time and, if reviewed, notice shall be given thereof.
- 1.2.2 Any prior transgressions of any of the Rules, previously condoned by past Boards, will not be regarded as a precedent for future transgressions of a similar nature.
- 1.2.3 A Director, as elected to and serving on the Board of Directors of the Association, the Chief Executive Officer, the Estate Manager, the Security Manager, an owner or lawful occupier or any security officer or guard employed by or contracted to the Association shall, in the case of a suspected transgression of these Rules shall be entitled to:

- 1.2.3.1 Call for and record any relevant name and address (including in the case of minors or unlicensed drivers, the names and addresses of their parents and/or guardians, and/or the owner of the vehicle).
- 1.2.3.2 Ascertain whether a driver is licensed.
- 1.2.3.3 Stop any vehicle (provided it is safe to do so and at own risk) where it is necessary for the aforesaid purposes.
- 1.2.3.4 Report suspected transgressions of the Rules in writing to the Chief Executive Officer and/or Estate Manager.
- 1.2.4 The Chief Executive Officer, Estate Manager or such other officer or employee of the Association to whom such power has jointly or otherwise been delegated in writing, shall notify the suspected transgressor in writing of the details of the charge, including details of the Rule/s allegedly transgressed and the fine proposed in the case that the transgression is proven. Such penalties shall be imposed in accordance with the Schedule of Penalties (Annexure “K”). Cases not dealt with in the schedule shall carry a penalty determined by the Chief Executive Officer subject to the maximum penalty as herein addressed.
- 1.2.5 The person or persons to whom such notice has been given may respond in writing within 10(ten) business days of receiving the notice. Such response may include:
  - 1.2.5.1 a denial of liability,
  - 1.2.5.2 representations as to mitigating circumstances,
  - 1.2.5.3 representations as to the amount of the fine.
- 1.2.6 If no such response is received, the person’s lack of response will be deemed an admission of guilt and the proposed fine shall be payable. Such notice shall be given to the transgressor (and if the transgressor is not an owner, the owner will be copied) and the fine shall be added to the levy account for that property the following month.

- 1.2.7 The transgressor has the right of appeal against the finding of guilt and/or the penalty/ies imposed, as provided for hereunder, if written notice thereof is given to the Chief Executive Officer at the offices of the Association within 10 business days from delivery of the notice.
- 1.2.8 If the alleged transgressor has denied liability or has appealed against the decision or penalty/ies of the Chief Executive Officer or other authorized official, the matter shall be referred for disciplinary hearing to be held after business hours, the time and place of which are to be arranged by the Disciplinary Committee.
- 1.2.9 The appeal hearing, which is a hearing ‘de novo’ and not a review, will be conducted before a Disciplinary Committee of at least two members of the Board of Directors, and the Chief Executive Officer or his authorized representative. One of the Directors shall be appointed as chairperson of such committee. The procedure to be followed by the chairperson shall as far as possible be informal. However, the procedure will make allowance for the complainant and/or his/her witnesses to present evidence, the alleged transgressor to cross-examine the complainant and/or his/her witnesses, the alleged transgressor and/or his/her witnesses to present the case of the alleged transgressor, the complainant to cross-examine the alleged transgressor and/or his/her witnesses and for both parties to present final arguments. The process is a mere guideline to determine the matter fairly.
- 1.2.10 Verbal evidence may be delivered, and a record shall be kept of the proceedings. The outcome shall be determined by a majority vote of the Disciplinary Committee and will be communicated in writing to both parties with reasons within 10 business days after presentation of the evidence. This will conclude the matter.
- 1.2.11 No legal representation shall be allowed.
- 1.2.12 If the alleged transgressor and/or his/her witnesses are absent at the hearing, the hearing shall proceed in his/her absence and any written representations by the alleged transgressor will be admitted on his/her behalf and be considered.

- 1.2.13 There shall be no further appeal from a finding and if the Disciplinary Committee makes an adverse ruling against the person, which ruling will, for purposes of the Memorandum of Incorporation and the Rules be treated as a transgression and/or a guilty verdict.

### **1.3 Security**

- 1.3.1 Owners, residents of and visitors to the estate shall not abuse security personnel or any other person employed by the Association and similarly, security personnel or any other person employed by the Association shall treat all owners and residents of and visitors to the estate with due respect.

- 1.3.2 Security Rules and operating protocols concerning access and egress at the entrance gates and elsewhere on the estate shall always be adhered to. It will be a breach of the Security Rules if any owner, resident or visitor to any owner or resident:

1.3.2.1 Gains access to the estate by walking through the booms instead of the security turnstile.

1.3.2.2 Tailgates another vehicle.

1.3.2.3 Collects an unregistered worker outside the estate and enters the estate with that person in the vehicle without declaring such person to security.

1.3.2.4 Provides an entry code to a potential visitor if such person is not visiting the person providing the code and to any other person not under their direct control/supervision.

1.3.2.5 Provides access for a visitor to the estate by using his/her fingerprint (biometrics), access card or any other method of access allocated to the holder/keeper of such access, instead of following the appropriate visitor access protocol.

1.3.2.6 Intimidates or attempts to intimidate security personnel at the gates.

1.3.2.7 Provides a personal access/egress card or entry code to any person to enable such person to gain access to the estate.

1.3.2.8 Provides employment to any laborer (including domestic workers and gardeners) who has not been correctly registered with the Association.



- 1.3.2.9 Permits a contractor to depart the estate after the hours of business stipulated in the Rules.
- 1.3.2.10 Allows a contractor to traverse the Estate on foot from the Security access gate to their property and vice versa.
- 1.3.3 Any ID card, tag or biometric identification, or identification system of any kind that the Board may prescribe for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner and resident with respect to people in his/her employment or contracted to him/her.
- 1.3.4 Owners and residents will abide by, and are obliged to request visitors to adhere to security protocols, especially at all access points to the estate as per Annexure F.
- 1.3.5 All breaches of security should be reported to a member of the security staff and/or the Estate Manager and/or Chief Executive Officer.
- 1.3.6 As successful security depends on community involvement and attitude, owners and residents should be aware that they need to adhere to security procedures and protocols to ensure its success.
- 1.3.7 Owners, residents, and their visitors will not tamper with any security equipment or installation in any way and shall report any such attempts and/or observed malfunction to security staff and/or the Estate Manager and/or Chief Executive Officer.
- 1.3.8 Security and maintenance personnel will have reasonable access to properties to do required maintenance and installations and to check on alarm activations.
- 1.3.9 Owners and residents are obliged to familiarize themselves with the security protocols and procedures of the estate and are encouraged to attend all meetings called by the estate to inform residents about security matters.

- 1.3.10 Owners and residents are not permitted to appoint any private security company, guards, or VIP protection officers to guard their person or property. However, only under exceptional circumstances, and when applied for by the resident may the Board make an exception to this rule.
- 1.3.11 Owners and residents are permitted to appoint a private security company to provide monitoring, alarm, and reaction services. Any private security company reacting to any such alarm activation will be allowed access to the estate in accordance with the estate's access Rules and Protocols.
- 1.3.12 No golf carts may be driven on the estate between the hours of 21:00 and 05:00.
- 1.3.13 No person apart from security personnel and grounds staff are allowed access to any part of the golf course or driving range between the hours of 23:00 and 05:00. Should a person be found on the golf course at the above times, he/she will be stopped by security and be requested to provide a reason for his/her movement, their name, address and contact details. Failure to supply such information may lead to a fine, removal of the person from the golf course/driving range and or if travelling in a golf cart, the impounding of such cart, until the resident supplies the required information to the Association.
- 1.3.14 Owners and residents who initiate or assist in the initiation by any person or who contributes to the breach of any of the Estate's Security Rules in a criminal manner will be subjected to criminal prosecution and the maximum fine that can be imposed in terms of these Rules. Repeated offences' penalties will be at discretion of the Board of Directors and costs of damages or loss of property shall be for the account of the transgressor/responsible person.
- 1.3.15 Owners and residents are required to ensure that no trees or shrubs or any other object on their property interferes in any way with the estate's perimeter security wall/fence in such a manner as to compromise its effectiveness and when this does occur, they are required to take immediate action to remedy the problem. In the event of the owner or its resident not taking the necessary action, the Association will be required to give the owner or its resident fourteen (14) days written notice to take the

necessary action, failing which, the Association will be required to undertake the necessary action and to charge the cost incurred to that property.

- 1.3.16 All minors utilizing the Woodhill College Gate to enter and exit for school and school related activities must be registered on the Company's biometric data system to gain access and/or to exit Woodhill Estate. They can only access Woodhill Estate via the biometric identification system and where the biometric system rejects the registered information, an access/egress card can be applied for beforehand. (Where there is a failing to register on the biometric system an access card will be issued by security with a personalized pin to allow access.) Friends of the minors wishing to accompany the minor onto the Woodhill premises, must follow the visitor access procedures (See rule 2.2 - Annexure F).
- 1.3.17 The Association reserves the right to stop all building activities on the owner's erven, whilst his/her levies are in arrears.

#### **1.4 Golf Course**

- 1.4.1 One of the objectives of the Rules is to preserve and enhance the golfing experience on Woodhill Estate.
- 1.4.2 Members are responsible for ensuring that their family, visitors, tenants, employees, and agents abide by these Rules.
- 1.4.3 In the interest of safety, it is strongly recommended that non-golfers should not traverse any area of the golf course, including cart paths, when golf is in progress.
- 1.4.4 Short cuts by pedestrians across the course are not advisable.
- 1.4.5 Golfers and non-golfers alike shall always be responsible for their and their dependents' safety when using the course. Any liability for injury sustained and any consequence thereof shall rest with these people.
- 1.4.6 No dogs shall be permitted on the course without a leash. Residents must always be in possession of and use a poop scoop and bag to immediately remove any dog excrement left on the course or public areas. No dogs shall be allowed inside the clubhouse facilities and restaurant areas

without being leashed. Dogs should not be allowed to use the gardens to poop in view of other patrons utilizing the clubhouse and restaurant facilities and excrement should be removed immediately.

- 1.4.7 Tees, greens, and bunkers are always out of bounds except for golfers and facilities maintenance personnel during a round of golf.
- 1.4.8 No golf practicing, or any other activity that may cause undue damage to the course is allowed at any time. Residents' use of any open space areas, including the Golf Course, is always entirely at their risk. The Association shall not entertain any claims for damages of whatsoever nature or from whatsoever cause arising.
- 1.4.9 No golf playing is allowed on the course without booking at the pro shop and paying the necessary fees.
- 1.4.10 The practice green and chipping area are for the use of golfers only. Full dress code will apply in these areas. Young children are not allowed to play on the putting and chipping greens, unless supervised and for the sole purpose of golf practice.
- 1.4.11 Full dress code will not apply on the driving range.
- 1.4.12 Practice range balls are private property and may not be removed. Removal of practice range balls constitutes theft and the WHOA will not hesitate to take criminal steps.
- 1.4.13 No swimming or wading in the dams are allowed, except for designated course personnel for the purpose of retrieving balls.
- 1.4.14 No instructions may be given to course staff.
- 1.4.15 The removal and/or damage of any course hardware and indigenous fauna and flora is forbidden and will result in prosecution.
- 1.4.16 Fauna of any nature may not be chased, trapped, or harmed in any way.
- 1.4.17 No motorised vehicles (e.g., vehicles such as motorbikes, scramblers, quads, and scooters), except golf carts are allowed anywhere on the golf course or golf cart paths at any time. Cyclists, skaters, joggers, and

pedestrians may use cart paths and/or walkways on the golf course outside golf hours.

- 1.4.18 All private golf carts must be registered at the Association's offices annually, by not later than 31 March of each year. Unregistered carts are not to be driven on the Estate. Prescribed penalties will be imposed on all unregistered golf carts.
- 1.4.19 Swimming pool water may not be emptied onto the golf course and should be emptied into the storm water system only.
- 1.4.20 Garden encroachment onto the golf course is not permitted unless duly approved in writing by the Board of the Association. Encroachment should be restricted to a bare minimum. The Association and members should retain accurate records of such encroachment. This right should not be viewed as a personal or real right granted to the member. The Association retains all its rights in law and the real right to end the encroachment at any time after giving the member notice and reasons for withdrawing the act of kindness.
- 1.4.21 The Woodhill Country Club Governance document is available on the Woodhill website and at the Woodhill pro shop.

## **1.5 Traffic**

- 1.5.1 The streets of the Estate are intended for the use of vehicular and pedestrian traffic by all residents and their legitimate visitors. Drivers of motor vehicles do not have a preferential right of use and are obliged to give all other road users an equal right to road use.
- 1.5.2 The Association has, in terms of the MOI and the Rules, the right to impose the penalties as per the schedule of penalties for transgressions (Annexure "K"). The provisions of the MOI and Rules apply in addition to any legislation. Any action taken in terms of the MOI and the Rules would be to penalize those who disregard the Rules.
- 1.5.3 Parents are obliged to ensure that children do not play in the streets. Despite this provision, drivers of vehicles are obliged to take special care

while driving so as to allow for the possible presence of people in the streets.

- 1.5.4 The speed limit on the estate is restricted to 40km per hour. Speeding penalties will be issued if a person drives at a speed exceeding 42 km/h. allowing 5% leeway to drivers. Speeding penalties will be automatically levied to the levy account of the driver/ responsible person within 10 days of date of notification and if not disputed.
- 1.5.5 Vehicles including motorized and battery-operated vehicles such as golf carts, shall be driven on the streets of the Estate by persons who hold a valid South African learner driver or driver's license or an international driver's license. Unroadworthy vehicles are not allowed on the estate roads and Security reserves the right to refuse access to the Estate by visitors whose vehicles are found to be unroadworthy.
- 1.5.6 Drivers and passengers of motorcycles or four-wheel motorcycles must wear helmets when driving on the estate.
- 1.5.7 Racing, violent acceleration, excessive revving or trick riding are prohibited in Woodhill Estate.
- 1.5.8 Only golf carts displaying the registered number issued every year by the Association may be driven in Woodhill Estate. The driving an unregistered golf cart is a breach of these Rules and punishable.
- 1.5.9 Golf carts must be driven responsibly and by persons, at least 16 years of age and holding either a valid South African learner driver's license or driver's license or a valid international driver's license. The Association will not take action if children or domestics, 16 years and older drive golf carts in a disciplined manner adhering to traffic Rules. Concessions by households/parents and/or caregivers and/or owners of golf carts to unlicensed children and domestics to drive golf carts should not be seen as a permission granted by the Association to drive golf carts. This is a decision by the relevant household/parent and/or caregiver and/or owner of a golf cart. The conduct of children and/or domestics whether with or without permission and knowledge of their parents or caregivers or members/residents they are working for or visiting, remains the sole responsibility of parents and/or caregivers and/or owners of golf carts

and/or the relevant households, who are accountable for the actions of their children, domestics and guests. The Association cannot be held accountable for damages, accidents or injuries sustained by drivers, passengers or to third parties. Golf carts utilized by minors to travel to the Woodhill college, must park in the designated parking area located in Glendower Road, opposite the school. The Association will not be held liable for golf carts parked in the designated areas.

- 1.5.10 The Association will, on the filing of a complaint against an identifiable household who disregarded the safety of others or caused a dangerous situation or willfully contributed thereto and in so doing ignored the safety of others, act against the relevant household who disregarded this Rule by levying a penalty as specified in the schedule of penalties against the relevant member/household of the property responsible and/or reporting the incident/s to the traffic authorities. Any person found driving recklessly or negligently within the estate, be it on the road, golf cart pathway and or golf course, will be prevented from continuing with his/her golf cart. A responsible person from the Association will be contacted to remove the said golf cart to the owner's residence.

## **1.6 Streetscape**

- 1.6.1 Every owner is obliged to maintain, trim, and keep clean, tidy and manicure the area between the road curb and the boundary of his property.
- 1.6.2 Garden fences/walls and outbuildings that form part of the streetscape shall be maintained, kept neat, clean, and painted where necessary.
- 1.6.3 Caravans, Wendy houses, tents, jungle gyms, trailers, boats, equipment, tools, engines, generators, water tanks and vehicle parts as well as accommodation for pets shall be located out of view and screened from neighboring properties and the street.
- 1.6.4 Wendy houses may only be used as storage for garden or building tools, garden or building material, or as a play area (dolls house). Under no circumstances can a Wendy house or a tent be used as sleeping quarters. Wendy houses must be continually maintained to ensure that they are kept

neat. Should a Wendy house not be maintained, the Association has the right to request the owner to remove it within a period of 5 business days from written notice to this effect. Failure to comply may lead to a penalty and the Association removing the structure, at the cost of that property owner and/or resident.

- 1.6.5 Building material may not be dumped on the sidewalks or other open spaces under any circumstances. It may only be placed in suitable garbage containers or be screened in terms of the building contractor's Rules.
- 1.6.6 No trees or plants on sidewalks and no sidewalk lawn may be removed without the permission of the Association. Plants, ornaments, and other fixtures on sidewalks may not interfere with pedestrian traffic or obscure the vision of motorists.
- 1.6.7 Cement balls and other structures are prohibited on sidewalks and will be removed. The same process as in 1.6.4 will be followed if the request of the Association is ignored.
- 1.6.8 Should an owner or resident fail to comply with any of the above Rules, the Association is entitled to conduct the necessary work (or have it done), levy the costs against that property and fine that property owner and / or resident.
- 1.6.9 No structures, vehicles or other objects may be erected or placed permanently or temporarily on any servitude or public area within Woodhill Estate unless the Association has given prior written approval. Application for such approval must be submitted at least 8 weeks prior to the required date. Any such structure, vehicle or object may either be removed or clamped by any Woodhill official, and the offending party will be fined in terms of these Rules.

## **1.7 Environmental**

- 1.7.1 No rubble, refuse, or grass cuttings may be dumped or discarded in any public area/ servitude, including the parks, streets, dams, WCC workshop area and golf course.



- 1.7.2 Flora may not be damaged or removed from any public area.
- 1.7.3 Fauna of any nature may not be chased or trapped in any public area, be it by people or by dogs.
- 1.7.4 Residents are responsible for maintaining trees and watering and manicuring plants and shrubs planted in their gardens and on their pavements.
- 1.7.5 Residents are obliged to keep their gardens neat, clean, and manicured.
- 1.7.6 Residents shall ensure that declared noxious flora are not planted and do not grow in their gardens.
- 1.7.7 Swimming pool water must be channeled into the storm water system and not onto the golf course.
- 1.7.8 Unoccupied erven must be kept clean to the satisfaction of the Association. Owners are responsible for removing rubble dumped on their er and if it is dumped there by others.
- 1.7.9 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 of the expenditure from the owner or resident and levy a penalty against that property.
- 1.7.10 General refuse, garden refuse and refuse bags may not be placed on the pavement, except if they will be removed within a period of 8 hours.
- 1.7.11 Fishing will be permitted in the dams adjacent to the Club House on a catch and release basis, and will only be permitted outside of golfing hours, at the discretion of the Chief Executive Officer, and at own risk. Under no circumstances will fishing be permitted in the dams adjacent to the 15th and 16th greens.
- 1.7.12 Under no circumstances will individual owners be permitted to make use of boreholes on their erven, as stated in the title deed of the property.

## **1.8 Architectural Standards**

- 1.8.1 All building plans shall comply with the Architectural Guidelines applicable

to the Estate as more fully explained in Annexure “A” and ‘B.” Building plans, additions and alterations to buildings must be approved by the Architectural Sub-committee of the Association.

- 1.8.2 The dwelling situated on Erf 277 Pretoriuspark Extension 6 was an existing residence when Woodhill Estate was developed and established. The dwelling may not in all respects comply with the architectural design Rules, aesthetics, and the like. However, the negotiation was done at the commencement of the establishment of Woodhill Estate and the Association has abandoned the right to object to the non-compliance.
- 1.8.3 No flat roofed, lean to type car ports are permitted. Carports are to be designed as an integral part of the main house and shall match it in all respects. Car ports are to be situated within the prescripts of the municipal by-laws and the Association cannot give permission to deviate from these by-laws. It is the owner’s responsibility to obtain approval from the Association and the municipality before building work can commence.

## **1.9 Good Neighborliness**

- 1.9.1 No business activity or hobby which causes aggravation or nuisance to fellow residents may be conducted, including but not limited to auctions and jumble sales unless otherwise herein authorized. Guidelines for legitimate home businesses and registration requirements are included in Annexure E.
- 1.9.2 The volume of music or electronic instruments or other sources of noise, generators, partying, and activities of domestic workers should not disturb neighbors. Once security is made aware of any disturbance at a residence, security will request the owner/tenant/worker to stop such disturbance. Should the owner/tenant/worker not comply with the request, the local SAPS will be contacted by security for intervention.
- 1.9.3 The use of power tools, saws, lawn mowers and the like (electric lawn mowers are preferred), should only be undertaken from 07h30 to 18h00 on Mondays to Saturdays and only from 09h00 to 12h00 on Sundays and Public Holidays.

- 1.9.4 Washing may only be hung on lines that are screened from the street and from neighboring properties and golf course.
- 1.9.5 If a party or function is being held on the estate, it is the responsibility of the member/resident to ensure that the party is conducted with due respect to your neighbors. If cars cannot be accommodated on the erf, and there is a potential disruption to traffic, please contact the facilities manager to assist with your arrangements, at least five working days before your event, where a shuttle service can be arranged beforehand.
- 1.9.6 No drones may be operated on the estate in such manner that may endanger people, properties or infringe privacy. Drones must be operated in accordance with the civil aviation rules and regulations.

#### **1.10 Pets**

- 1.10.1 The Local Authority's by-laws relating to pets will be strictly enforced. All reports of pets not leashed, roaming the streets freely, attacks and injuries on any person, shall be reported to the relevant law enforcement agencies (SAPS and SPCA) for investigation and action.
- 1.10.2 Without the written approval of the Association, no person may keep more than two dogs and two cats on a property.
- 1.10.3 No poultry, pigeons, aviaries, wild animals, rabbits, or livestock may be kept on the estate.
- 1.10.4 Pets are not allowed to roam the streets.
- 1.10.5 Pets must be walked on a leash in public areas, and this includes the golf course.
- 1.10.6 Should any excrement be deposited in a street or other public area, the owner of the pet shall immediately remove it. Failure to do so means the pet's owner will be liable for a fine which shall be levied against the account of his/her property.
- 1.10.7 Every pet must wear a collar with a tag indicating the name and telephone number of its owner. Stray pets without identification tags will be kept in

the kennel at the contractor's' gate at a cost of R100 per day or part thereof, until the owner of the pet collects the pet and furnishes security with his/her details, address and contact number.

1.10.8 The Association reserves the right to report all matters pertaining to pets relevant law enforcement agencies (SAPS and SPCA) and request removal of the pets by the relevant law enforcement agency (SPCA), should it become a nuisance within the Estate. The costs of the removal shall be for the account of the owner. The Association has an unfettered discretion in this regard, but will not exercise the right, without first having directed a notice to the member, alternatively the household involved, furnishing details of the complaint and affording that resident/owner, alternatively household a reasonable opportunity to eliminate the cause of the complaint.

1.10.9 Members alternatively tenants further alternatively residents are to ensure that their pets are dealt with when they are away on leave. The Association reserves the right to report all matters pertaining to pets' neglect to law enforcement agencies (SAPS and SPCA) and request removal of the pets by the relevant law enforcement agency (SPCA).

### **1.11 Boundary Walls and Fences**

Erven situated on any boundary of the estate are subject to the Association's right to have the boundary wall and/or fence of Woodhill Estate erected thereon, and to inspect, maintain, repair, replace and/or add security features /infrastructure to the boundary. The erection thereof will be done in such a way as to ensure minimum encroachment onto the erf, but the specification and dimensions of the wall or fence are at the discretion of the Association. The Association and its representatives are always entitled to access the relevant erven in Woodhill Estate to inspect, maintain, repair, replace and/or add security features/infrastructure to such wall and/or fence.

### **1.12 Notices**

Notices will be delivered by email. Members with no email address may uplift particulars of the notices at the Association's office. However, if the nature of the notice is a request to a particular household or advising a household of an alleged breach then such notice will be dispatched by post if no email address is available.

### **1.13 Levies**

The levies are regulated by the MOI.

### **1.14 Letting and Reselling of Properties**

- 1.14.1 Members are obliged to ensure that purchasers or lessees are furnished with a copy of the existing MOI and Rules with all its annexures, that purchasers or lessees of their properties accept the MOI and Rules and subject themselves in writing to compliance with the MOI and these Rules as from the date of occupancy or ownership, whichever is earlier. Such a written acceptance must be witnessed. The Association has the right to refuse a member or lessee entry to Woodhill Estate unless a new incoming member and/or the lessee accepted the MOI and Rules of the Woodhill Homeowners Association, and the Association is in possession of the written acceptance.
- 1.14.2 Members must also ensure that purchasers / lessees are informed of the mandatory registration process for all who will enter and exit the Woodhill gates and those purchasers or lessees have knowledge of the Contractor's Code of Conduct and any other administrative regulations applicable at the time.
- 1.14.3 A clearance levy certificate must be obtained from the Association or its Managing Agent at a cost determined by the Association (the amount may be adjusted annually at the discretion of the Association) prior to any transfer or mortgage. The Association will withhold the certificate until all amounts due to it in respect of the property have been paid in full and until it has been furnished with a written acknowledgement by the purchaser that he has received, read, and binds himself / herself to these Rules.
- 1.14.4 Members or their appointed estate agent must submit a copy of any lease agreement to the Association's offices 14 days prior to the tenant being registered on the security system. The Association has the right to screen tenants, but the responsibility remains with the Member and its Agent to do the necessary screening. The Association has the right to not approve a rental tenant, without supplying reasons for such non-approval.

- 1.14.5 The seller or lessor of a property in the estate shall ensure that the sale/ lease agreement contains the following clauses:

**1.14.5.1 Sale Agreements 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 Woodhill Homeowners Association and thereby subjects him/herself to the provisions of the MOI and to the Rules of the Association. The Rules become applicable to the owner on the date of occupation of the property by the owner or the date of transfer of the property to the owner, whichever is earlier.

**(ii) Conditions of Title**

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

- (a) “Every owner of the property or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act shall, upon registration of the property in his/her name, become a member of the Homeowners Association and be subject to its constitution until he/she ceases to be a registered owner, provided that the Association Rules shall become binding upon the owner on the date on which he/she occupies the property or the date on which it is registered in his/her name, whichever is earlier. Neither the property nor any subdivision thereof or any interest therein nor any unit thereon, shall be transferred to any person who has not bound him/herself to the satisfaction of such association to become a member of the Homeowner’ Association on registration of transfer of the property in his/her name.”
- (b) “The owner of the property or any subdivision thereof or any interest therein or any unit thereon, as defined in the Sectional Titles Act, shall not be entitled to transfer the property or any subdivision thereof or any interest therein or any unit thereon,

without a clearance certificate from the Homeowners Association which would state that the provisions of the Memorandum of Incorporation of the Homeowners Association have been complied with.”

- (c) “The member undertakes to commence with the erection and completion of buildings on the property to the reasonable satisfaction of the Association within 3 (three) years of registration of the property into his/her name or within such extended period as the Association, at its sole discretion, may allow in writing, failing which the Association shall be entitled (but not obliged) to claim that the property be retransferred to the Association at the cost of the member against payment by the Association of the original purchase price to the member, without interest.
  - (d) “For purposes of (a) and (b) the term “Homeowners Association” is a reference to The Woodhill Homeowners Association NPC.”
  - (e) “Should any alterations to be affected on a property, such alterations must be completed within 12 months from date of commencement of alteration. Penalties will be imposed should the alterations not be completed within the specified time period. All plan approvals and building construction are subject to the Architectural Guidelines and Procedures (Annexure A and B) and Contractor’s Rules and Regulations (Annexure C) No construction may commence before City Council has approved the plans.”
- (iii) In the event of the Registrar of Deeds requiring the amendment of any of the above conditions in any manner to affect registration of it, the purchaser hereby agrees to such amendment.

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

All lease agreements are to contain a clause stating that tenants of properties and their family, visitors and servants become bound to these

Rules on occupation of the property, and they shall adhere to the Rules as contained in this document.

### **1.15 Vandalism**

Vandalism is a criminal offence and punishable by law. All cases of vandalism of WHOA property will be reported to local law enforcement agencies (SAPS). Where cases of vandalism of private property is reported, SAPS will be contacted by Security at request by the complainant. Vandalism is regarded as willful damage or defacing of the property of others. Any person willfully causing damage to or defacing the property of others within the confines of the estate will be charged in accordance with the enforcement procedure duly recorded in Annexure K. The Association may in the event of a guilty finding order the transgressor to reimburse the owner / party who suffered damages to restore its property to the condition it was prior to the act of vandalism. Vandalism will be interpreted in the widest sense to encourage the Woodhill community and its visitors to respect the property of others.

## **2. INDEMNITY**

- 2.1 Members acknowledge that they are conversant with the Rules and confirm themselves and all who occupy through them, to be bound by the Rules. Each member undertakes to abide by the Rules and will ensure that all who occupy and/or use and/or traverse a member's property, public spaces, open spaces and/or any part of the golf course, golf club facilities and/or adjacent areas and/or any other property forming part of Woodhill Estate, including for these purposes public and private roads, (collectively hereinafter referred to as the "Estate Property") will abide by the Rules. For sake of clarity such residents include, but are not limited to members, and members' family members, visitors, guests, tenants, workers, employees, contractor's and invitees. It is incumbent upon a member to timeously inform all such residents of the Rules and to enforce such Rules of the Association as may be relevant in certain circumstances against such residents.
- 2.2 Members are aware that there are inherent risks and hazards connected to living in an enclosed environment and specifically a golf course. The use of and living on Woodhill Estate is entirely at own risk. The risks referred to include any risk of any nature.
- 2.3 Each member assumes the risks and hazards for any injuries and/or damages



and/or prosecution that such member and/or other residents who occupy property through such member and/or visits a member's property, may sustain in connection with the use and/or occupancy and/or traversing of any estate property.

Therefore each member and those occupying through a member and/or visiting a member's property hereby waives and abandons any and all claims of whatever nature that may arise on the estate and fully indemnifies and holds harmless the Association, its subsidiaries/related/interrelated companies, its directors, employees, contractor's, agents, successors, assigns and affiliated organizations, from any damages suffered, injuries or death so sustained by a member and all others who occupy property through such member and/or visits a member's property, sustained in the use and/or occupancy and/or traversing of any property, however arising (whether based on contract, delict or ex variis causarum figuris iuris), and/or be they criminal or civil, and /or be they for loss, damages, compensation, consequential damages or the like.

2.4 Save where legislation dictates otherwise, if for any reason in law the above waiver, abandonment and/or indemnity is ineffectual, or voidable this paragraph will pertain to a severable and separate agreement and any successful claim from the causes aforementioned against the Association, subsidiaries/related/interrelated companies, its directors, employees, contractor's, agents, successors, assigns and affiliated organizations, will by agreement be limited to direct loss, excluding indirect and incidental loss, loss of profit, special damages, consequential loss, loss of use and punitive damages.

2.5 Notwithstanding the above, the Association shall, within its sole discretion and in consideration of its public liability insurance, and in conjunction with the insurers, consider any claim that may arise on its specific merits, without prejudice to any of the Association and / or its subsidiaries / related/ interrelated companies' rights.

2.6 A member shall pay all damages caused to the Association and/or its subsidiaries/related/interrelated companies arising as a result of such member, or its residents or their visitors who ignored alternately breached the Rules and/or used or abused any of the Association and / or its subsidiaries/related/interrelated companies' property, whether movable or immovable.

### **3 GENERAL**

3.1 Parents, guardians, and people *in loco* have the particular responsibility to ensure, as far as it is reasonably possible within their ability, that their children, children

subject to their control and their visitor(s) adhere to these Rules and may not allow them to act in breach thereof.

- 3.2 In particular, members and/or residents will be fined for repeat offences by minors on their property or related to their property after due notice has been given. This will apply but is not limited to usage of golf carts or other vehicles, intoxication in public areas, vandalism of the golf course or any other infrastructure of any member or resident or the Association.
- 3.3 Nobody but the Association is permitted to distribute any advertising/marketing material, or pamphlets within the estate or at the entrances. The Association is allowed to distribute its newsletter and/or any communication material to residents within Woodhill Estate.
- 3.4 Members and those who occupy property through members, consent to provide the Association with the following information as a minimum when so requested:
  - 3.4.1 Presentation of an original Identity Document alternatively original Passport and Worker's permit where applicable, further alternatively an acceptable form of identification approved by the Chief Executive Officer from time to time,
  - 3.4.2 Biometric data (fingerprint).
  - 3.4.3 Driver's Licenses of all drivers.
  - 3.4.4 Registration numbers and make of vehicles of the relevant household.
  - 3.4.5 Number of golf carts and whether registered at the Association's offices.
  - 3.4.6 Physical address and registered erf number.
  - 3.4.7 Names of all occupants.
  - 3.4.8 Email addresses (alternatively telefax and postal) and telephone numbers of all occupants.
  - 3.4.9 Identification particulars of gardeners and domestics with their biometric data (fingerprint).

3.4.10 The taking of photographs for identification purposes.

- 3.5 This information will be made secure and be protected from third parties outside Woodhill Estate. Members consent to the use of this information by the Woodhill Homeowners Association and its service providers inter alia for identification, communication, and security purposes.
- 3.6 The information will enable the Association to identify members/ residents and those related to them, communicate with them and to safeguard those residing on the Estate. Members and those occupying through them alternatively entering the Estate on their permission, acknowledge and consent specifically to the processing of information (including biometric information) to protect Woodhill Estate and its residents. Any objections against the collecting of this information must accompany valid fully motivated reasons and the Association reserves the right to refuse entry to Woodhill Estate, alternatively to process the information despite these objections unless a Court or Tribunal order obliges the Association to act differently.
- 3.7 The Association will (as far as legislation requires it and in the absence of a regulatory period) destroy personal information 1 year after an owner and / or resident and / or person entering the estate on permission of owners and / or residents have left alternatively have exited Woodhill Estate permanently. If the Association, however, requires the information for statistical and research purposes it shall notify the person and in the absence of an objection, the Association will retain only such information necessary for this purpose. These provisions will be regarded as consent unless a sufficient and fully written motivated objection is filed requesting the earlier termination and removal of the information by the Association from its records.

**ARCHITECTURAL GUIDELINES**

**INTRODUCTION**

- 1 The purpose of these guidelines is to encourage individual creativity while fostering a unity of material and finishes, to ensure that the overall development is in unison and creates a balanced and compatible lifestyle for all residents.
- 2 Construction should commence within 3 (three) years from the date of registration of transfer of ownership. To reduce inconvenience to neighbors as well as unsightliness, construction should proceed without lengthy interruptions and should be completed within 12 (twelve) months from the date of commencement. Phased design should be handled in such a way that the end of each phase is aesthetically acceptable to the Homeowners Association.
- 3 Should any alterations to be affected on a property, such alterations must be completed within 12 months from the date of commencement of alteration. Penalties will be imposed should the alterations not be completed within the specified time. All plan approvals and building construction are subject to the Architectural Guidelines and Procedures (Annexure A and B) and Contractor's Rules and Regulations (Annexure C). No construction may commence before the City Council has approved the plans.
- 4 The design of the dwelling and the entire stand should show sensitivity to existing natural features, flora, and topography. Permission is to be obtained from the Chief Executive Officer before existing trees are removed. All existing trees are to be shown on the site plan submitted with the building plans. Surrounding structures must be considered and buildings on adjacent erven are to be indicated on the site plan.
- 5 Elevation treatment of all buildings shall conform to sound architectural principles so as not to interfere with or detract from the general appearance of the neighborhood.

## **6. TOWN PLANNING CONTROLS**

### **6.1 COVERAGE**

Single-storey dwellings - 50% maximum

Double-storey dwellings - 80% of the area of the ground floor.

A schedule of areas is to be provided on the plans submitted for approval.

### **6.2 BUILDING LINES**

Street boundary: 5m single storey and 7m double storey

Side boundaries: 3m single storey, 3,75m double storey, 4,50m thatch (to overhang)

Back boundary: 3m

Golf Course: 5 m

The Association may consider relaxation of building lines once written application, with a motivation, has been received. This matter may also be discussed with the Association before final plans are prepared for submission.

### **6.3 TREATMENT OF STAND BOUNDARIES**

Every effort should be made to avoid the hostile canyon-like effect that high solid walls along streets cause in many residential areas. To enhance the appearance of sidewalks and the streetscape of Woodhill Estate, the following guidelines apply:

#### **6.3.1 Street boundary**

A maximum height of 1,2m will be permitted on the street boundary.

Should a palisade-type fence be used, it should be in conjunction with brick pillars. Should further enclosure become necessary, this must be set back 3m from the boundary and may be a maximum 2m high. Details of the fencing, indicating materials, finishes and colors to be used are to be submitted to the Association for approval, together with building plans. All obstacles on pavements, including storm water culverts, electricity poles, electrical distribution boxes, manholes and trees, are to be indicated on the site plan.

### 6.3.2 Side space

The boundary walls between properties may be a maximum of 2m high, except for the last 3m to the street and the last 2m to the golf course, which are to be reduced to 1,2m in height.

### 6.3.3 Boundary fencing to the Golf Course

It is important that houses fronting the golf course should establish a relationship with the course and therefore that boundary enclosure should be kept open and kept low. A palisade-type fence with a maximum height of 1,2m will be permitted. The color is to be either green or white. Details, as well as materials, finishes and colors are to be submitted to the Association for approval, together with the building plans. Planting in front of the fence is encouraged.

## 7. BUILDING DESIGN GUIDELINES

- 7.1 All drawings submitted for approval to the Homeowners Association are to be prepared by a registered architect or an architectural technician, the standard of whose work must be deemed acceptable to the Association.
- 7.2 Before submitting plans to the local authority, the Association is to approve the plans. Furthermore, it is the owner's responsibility to obtain the approval of the Association and the Local Authority before building work commences.
- 7.3 The privacy of surrounding properties should be maintained. Windows and balconies, especially in double-story houses, should not overlook the living area of surrounding properties.
- 7.4 No staff accommodation will be permitted closer to the street than the main house unless contained under the same roof. Kitchen yards, drying yards and staff facilities are to be screened and should open onto enclosed areas. Washing lines are to be indicated on the drawings.
- 7.5 Outbuildings and future additions shall match the main building in all respects. All plans are to indicate a minimum of one enclosed garage, to be built in conjunction with the main house.

- 7.6 No flat roofed, lean to type car ports are permitted. Carports are to be designed as an integral part of the main house and shall match it in all respects. Car ports are to be situated within the prescripts of the municipal byelaws and the Association cannot give permission to deviate from these bye laws. It is the owner's responsibility to obtain approval from the Association and the municipality before building work can commence.
- 7.7 The face of boundary walls visible to adjacent properties is to have a maintenance-free finish, to the approval of the Association. No stock-brick walls are permitted.
- 7.8 No garden sheds, Wendy houses, water tanks, dog kennels, caravans, boats, or trailers are to be visible from either the street, the golf course or to neighbors. The use of shade netting or canvas is not allowed for any structure, inclusive of car ports, on the Estate. Current structures of this nature may be retained, providing they are properly maintained.
- 7.9 Awnings, aerials, blinds, satellite dishes, solar heaters and other items that do not form part of the house structure are to be clearly shown in the drawing and all necessary details are to be provided to the Association as required.
- 7.10 All plumbing pipes are to be installed in ducts or concealed in such a manner as to be acceptable to the Association. Details may be required at the discretion of the Association. Geysers installed on an outside wall or on a roof shall be screened off to fit to the aesthetics of the main dwelling. No geyser shall be allowed on the outside unless screened off.
- 7.11 No deviation from the drawing submitted to and approved by the Association will be permitted. Revised drawings must be submitted and approved before construction work commences.
- 7.12 No dwelling shall be smaller than 150m<sup>2</sup> excluding outbuildings and garages. No units in group housing projects shall be smaller than 90m<sup>2</sup> excluding garages and outbuildings.

## **8. APPROVED BUILDING MATERIALS**

### **8.1 ROOF COVERINGS**

Profile steel sheeting, with a pre-painted finish (e.g., Chromadek or Colomet), is permitted. No unpainted steel sheeting will be allowed (9.3 of the prohibited materials and finishes). Only concrete tiles that are one of the following colors are permitted: terracotta, antique terracotta, antique slate, or standard slate. Thatch will only be permitted with plastered and/or painted walls. It will not be allowed in conjunction with face brick. Slate tiles / shingles or fiber- cement tiles / shingles with one of the following colors are permitted: green, dark grey terracotta or charcoal. Flat concrete roofs are to have a non- reflective finish. Other roof material may be submitted for approval prior to the commencement of construction. No visible galvanized gutters or downpipes will be permitted.

### **8.2 WALLS**

External masonry walls shall be 220mm thick, with either a face brick or plastered and painted finish. Semi-face brick will be considered after a sample panel of a minimum 2m<sup>2</sup> has been erected on site at the owner's expense for inspection by the Association. Only autumn colors will be permitted. Other materials contemplated for use must be approved by the Association and, if required, a sample shall be submitted before construction commences.

All materials, with finishes and colors that are to be used externally shall be indicated on the drawings submitted for approval, preferably in the form of a schedule.

### **8.3 PAVING AND LANDSCAPING**

Landscaping on sidewalks must comply with the integrated look of Woodhill Estate.

8.3.1 The landscaping theme of the estate is to encourage the use of indigenous trees and flora. The golf course is to be planted with indigenous species in accordance with a landscaping theme. The portion of all properties that border on the Golf Course and the portion of all properties between the building lines and the street boundary should be landscaped accordingly.



- 8.3.2 All driveways are to be completely paved, with a maximum width of 5m at the junction with the road. No exposed concrete finish to driveways will be permitted. Finishes to driveways and walkways are to be indicated on the drawings, and the extent of driveways at the street boundary is to be shown.
- 8.3.3 Hedgerows are recommended and the planting of indigenous trees and shrubs is encouraged.
- 8.3.4 Trees, plants and hedgerows are encouraged where palisade fencing is used.
- 8.3.5 Houses built on the visual slopes of the estate will require special attention to reduce the interruption to the horizon line and any other visual impact. This must be achieved by, among others, additional landscaping and a sensitive approach to the scale and proportions of the buildings.
- 8.3.6 Cut and fill are to be kept to a minimum.
- 8.3.7 Contours indicating the natural slope of the ground are to be shown on the site plan, with relevant floor levels.

## **9. PROHIBITED MATERIALS AND FINISHES**

- 9.1 Unpainted plaster.
- 9.2 Pre-cast concrete walls (all boundary walls are to have a maintenance-free finish facing adjacent properties. Face brick to match the main house, will be permitted).
- 9.3 Unpainted reflective steel sheeting, whether to roofs, gutters, down-pipes or any other component of external finishes.
- 9.4 Wood panel fencing.
- 9.5 Razor wire, security spikes, electric fencing or similar features.

## **10. CONSTRUCTION ACTIVITIES**

As buildings in Woodhill Estate will be constructed over a considerable time, the following guidelines have been formulated for the benefit of residents.

- 10.1 All building materials are to be stored within site boundaries and screened from the view of the street and golf course. No material may be off- loaded onto the road or reserve.
- 10.2 No advertising or subcontractor boards will be permitted. Only the approved contractor/professional board will be permitted as approved by the NHBRC.
- 10.3 No workmen will be permitted on site between the hours of 18:00-07:00.
- 10.4 No contractor's are allowed to traverse any area of the Estate by foot. Contractor's should always travel the Estate by vehicle.
- 10.5 All contractor's must provide screened ablution facilities for the workmen and sub-contractor's in their employ.
- 10.6 Construction hours are restricted to 07:00-18:00 on Monday to Friday and 07:00-13:00 on Saturdays with approval from the Association. No construction activity is permitted Sundays or on public holidays.
- 10.7 Delivery routes and hours may be defined from time to time by the Homeowners Association. All contractor's are to obtain these directives from the Estate Manager and/or Chief Executive Officer.
- 10.8 Penalties may be levied from time to time by the Association for contractor's and delivery vehicles that spill material on route, damage roadways and curbs, stain tarmac and create a nuisance in Woodhill Estate.
- 10.9 The contractor's' Rules and regulations are to be obtained from the Estate Manager, together with a clearance certificate, before construction commences.

SUBMISSION OF BUILDING PLANS

Architectural Policy and Procedures

NOTE: ALLOW 14 DAYS FOR EXAMINATION AND APPROVAL OF PLANS

**WOODHILL HOMEOWNERS ASSOCIATION  
PLAN APPROVAL CHECKLIST**

<b>ERF NUMBER</b>		
<b>STREET</b>		
<b>OWNER</b>		<b>TEL:</b>
<b>ARCHITECT</b>		<b>TEL:</b>

<b>COVERAGE:</b>	Site area: Single storey	%
Schedule on drawings required	Double storey	%
<b>BUILDING LINES:</b>		
Street	5m single storey	
	7m double storey	
Side	3m single storey	
	3.75m double storey	
	4.5m thatch (to overhang)	
Back	3m	
Golf course	5m	

BOUNDARY FENCES: (Provide details)		
Street	Height	
	Color	
Side	Material	
	Height	
	Color	
Golf Course Material	Height	
	Color	
<b>DESIGN:</b>  Privacy  Adjacent sites  Outbuildings  Washing lines  Balcony(s)  Gutters  Downpipes  Drain vent pipes (concealment indicated on drawings)		

<b>WALLS:</b> Material Color	
<b>ROOF:</b> Material Color	
<b>FASCIAS:</b> Material Color	
<b>WINDOWS:</b> Material Color	
<b>DOORS:</b> Material Color	
<b>DRIVEWAY:</b> Material Color Width	
<b>HANDRAILS:</b> Material Color	

<b>CONTOURS REQUIRED ON SITE PLAN</b>	
<b>EXISTING</b> <b>TREES:</b> Remain Remove	
<b>OBSTACLES:</b> (Indicate on drawings) Poles, culverts, manholes, electrical boxes, trees, etc. (State on drawings if there are no obstacles)	
<b>ALL DRAWINGS TO BE SIGNED BY OWNER</b>	
<b>FEES:</b> A Plan approval fee is payable on submission of the plans. This fee may be reviewed by the Sub-Committee in conjunction with the Woodhill Homeowners Association's Architectural Director on the Board. Building deposits may be instituted from time to time depending on the construction which is to be undertaken.	
Comments:	

**APPROVED BY:**

--	--

<b>OWNER</b>	
<b>HOMEOWNERS ASSOCIATION / ARCHITECT</b>	<b>DATE:</b>

## **ARCHITECTURAL POLICY AND PROCEDURES**

These Policies and Procedures must be read in conjunction with the Architectural Guidelines as contained in the Rules of the Association.

### **Architectural Standards**

#### **11. Building Plans**

- 11.1 All building plans shall comply with the Architectural Guidelines.
- 11.2 All plans must be approved by the Architectural Sub-Committee of the Association to ensure compliance. This also applies to any additions and alterations to existing structures.
- 11.3 The Sub-Committee consists of the Chief Executive Officer and the appointed architect of the Association. A Board Director assigned with the architectural portfolio will be utilized in cases where there are disputes regarding approval.
- 11.4 Plans that have been submitted for approval will be reviewed every Monday and the following procedure will be used for the approval of plans:
  - 11.4.1 The architect/designer must obtain a copy of the Architectural Guidelines available on the Woodhill Golf Estate website – [www.woodhill.co.za](http://www.woodhill.co.za).
  - 11.4.2 The architect/designer must comply with all the Rules and regulations as stipulated in the Architectural Guidelines and plans must be prepared accordingly.
  - 11.4.3 No relaxation of the 5m street building line will be granted.
  - 11.4.4 No relaxation of the 5m Golf Course building line will be granted.



- 11.4.5 Only a single-storey structure will be allowed to be on the 5m street building line, any double storey structure is to be set back to the 7m building line as per the Guidelines.
- 11.4.6 The maximum 50% permissible coverage must be adhered to.
- 11.4.7 The maximum 80% First Floor to Ground Floor area ratio must be adhered to.
- 11.4.8 Relaxation of side building lines will be granted but only by consent from the adjacent properties owner and in such case an Interpartite Agreement form, also available on the Woodhill Website – [www.woodhill.co.za](http://www.woodhill.co.za) must be filled in by the owner seeking relaxation as well as the adjacent property owner from which consent is sought. The adjacent property owner must also sign on to the plans to be submitted.
- 11.4.9 The prepared plans must be e-mailed in PDF format to the Association's appointed architect for scrutiny. Details of the architect can be found on the official Woodhill website on <https://woodhillestate.co.za>. Only after the Association's Aesthetics Committee has scrutinized these electronic plans, may the hard copies be submitted for approval.
- 11.4.10 The plans must contain a detailed Coverage Schedule for submission.
- 11.4.11 Once the Association's appointed architect has scrutinized the plans, four sets of plans must be submitted to the Association, two colored and two black and white. One colored set and the two black and white sets will be approved and stamped by the Association and returned to the owner. The one colored set must be clearly marked clearly "WHO A" and the Association will retain this set.
- 11.4.12 The Plan Approval Checklist must also be filled in by the architect/designer and submitted with the building plans.

- 11.4.13 Should any Interpartite Agreements be applicable to the submission, these must also be submitted with the plans.
- 11.4.14 Once the plans have been approved by the Association, the owner will be informed and may collect the plans for submission to the local authority for approval. Approval by the Association does not constitute approval by the local authority and the architect/designer must ensure that all plans are also prepared in accordance with the local authority's requirements.
- 11.4.15 Approval must be obtained from the local authority before any building work may commence on site. Should building work commence before approval of building plans by the local authority a stop order may be issued by the local authority's buildings inspector who conducts routine inspections in the estate on a regular basis.
- 11.4.16 A Plan approval fee is payable directly to the Association's appointed architect on submission of the plans. This fee may be reviewed by the Sub-Committee in conjunction with the Association's Architectural Director on the Board. Building deposits may be instituted from time to time depending on the construction which is to be undertaken.

## 12 Estate Aesthetics

Estate Aesthetics includes but is not limited to gardens on the Estate.

### 12.1. **Gardens encroaching on the golf course.**

Members' gardens may only encroach with the written approval by the Board of Directors.

### 12.2. **Gardens on common property on the Estate**

A landscape plan must be submitted for all new gardens which are to be established on the Estate. All landscape plans must be approved by the Woodhill Homeowners Association's Architectural Director and the Chief Executive Officer. Should there be any uncertainty with regards to approval the project proposal must be submitted to the Board for final approval.

### 12.3. **All other Aesthetic Proposals**

Must be approved by the Woodhill Homeowners Association's Architectural Director and the Chief Executive Officer.

Should there be any uncertainty with regards to approval the project proposal must be submitted to the Board for final approval.

**CONTRACTOR'S ACTIVITIES****1. Introduction**

The main purpose of the following Rules is to ensure that all building activity in Woodhill Estate occurs with the least possible disruption to residents. Owners are obliged to ensure that building and other contractor's in their employ sign the Contractor's Code of Conduct prepared by the Association and strictly adhere to the stipulations therein.

**2. Legal Status**

The conditions governing building activity, which are set out in this clause, are Rules adopted by the Association and are therefore binding on all owners and other residents and, through them, on their contractor's, sub-contractor's and other parties who are on the estate at their invitation. All owners are obliged to ensure that their building contractor's, sub-contractor's, and other invitees are aware of these conditions and comply strictly with them. Owners are therefore obliged to include these conditions in their entirety in any building contracts concluded in respect of property on the estate (and to procure their inclusion in any sub- contract). All such contracts may be required to be submitted to the Association for prior approval. The Association has the right to suspend any building activity in contravention of any of these provisions and the Association accepts no liability whatsoever for any loss incurred by an owner as a result thereof.

**3. General Conditions**

3.1 Contractor activity is only allowed during "public time", which constitutes the following hours:

07h00 – 18:00 on normal weekdays

07h00 - 13h00 on Saturdays only with prior permission from the Association.

NOTE: No contractor activity is permitted on Sundays and public holidays without special prior written permission from the Association and neighbors, as these days

are viewed as private time. Special applications for contractor activity during private time must be lodged with the Association and accompanied by neighbors' permission, one working day prior to the required private time activity.

- 3.2 All the contractor's workers and/or the contractor's sub-contractor workers must enter/exit the estate as defined in annexure F.
- 3.3 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facilities provided and that the rubbish is removed weekly and not burnt on site.
- 3.4 The site is to be kept as free of building rubble as possible.
- 3.5 Where materials are off-loaded by a supplier on or partly encroaching on the pavement or roadway, the materials must be moved onto the site by the contractor as soon as possible. No material must be allowed to remain on the roadway or pavement, and it is the contractor and owner's responsibility to clear the roadway of all such materials. The same applies to sand or rubble - washed or moved onto the road during building operations.
- 3.6 Deliveries from suppliers must be scheduled in public times only.
- 3.7 Deliveries may only be done with entry through the Contractor's Gate in Devillebois Avenue with an exit via the Main Gate on Garsfontein Road.
- 3.8 It is incumbent on the contractor to provide proper toilet facilities for workers. Toilet facilities must be screened from the view of the streets, golf course and neighbors.
- 3.9 No contractor's or sub-contractor's boards are allowed.
- 3.10 The owner and the contractor shall be responsible for damage to curbs and/or plants on the sidewalks and/or damage to private or estate property. It remains the responsibility of contractor's to restore all areas to the state of which they were in prior to resumption of construction.
- 3.11 Should a contractor breach or allow the breach of any provision of these Rules

by his employees, workers, a sub-contractor or its workers, the Association may rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or subcontractor.

- 3.12 The contractor and owner undertake to comply with the above provisions in addition to any further provisions which may be promulgated by the Association from time to time in the form of a written notification, and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.

**ESTATE AGENT'S POLICY**

**PREAMBLE**

It is the right of each Member to dispose of his/her property in the Woodhill Residential Estate in accordance with this Estate Agents Policy and/or Rules of the Woodhill Homeowners Association. The Board of Directors must ensure that such rights can be executed with as little disturbance to other Members as possible.

This policy is formulated to curtail any disturbances and to comply with the Memorandum of Incorporation (MOI) of the Woodhill Homeowners Association.

All Estate agents working in Woodhill Estate need to register with the Association. Registration of agents is required for the protection of homeowners and estate agents need to provide the following documents when registering: Valid FFC certificate, valid identification documents and all necessary PPRA compliance documentation. A Payment of R 800-00 per event/ Transaction will be charged for all new homeowners and / or new tenants for registering all the relevant contact details, updating of security control records, issuing of access control tags, signed Rules & Regulations, and all further administration required Estate Agent Access to the Estate will be controlled by the owner who issues access codes to the agent per event/ visit. Use of the estate facilities is permitted.

In terms of the Property Practitioners Act, 22 of 2019, no accreditation fees are payable to the Association.

Woodhill Estate reserves the right to inform homeowners of any discrepancy in documentation recorded when estate agents register.

**1. ESTATE AGENT AND MEMBER PERMISSIBLE TRANSACTIONS**

- 1.1 Members are not obliged in any property transaction of any nature (including leases) to utilize a registered estate agent by the Association.
- 1.2 Estate Agents registration forms are available on Woodhill Estate website and at the Association's offices.

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

1.3.1 Such a member may advertise his/her property under the member's personal name, telephone number and email address.

1.3.2 Properties transferred under a Will as part of an estate can be transferred as such without estate agency intervention. If an estate agency is included in the process the Rules herein will apply.

1.3.3 Should a member materially deviate from the permissible transactions, where the security of residents is materially compromised, such a member would be punishable by way of a fine calculated at the discretion of the Chief Executive Officer.

## **2. ESTATE AGENTS**

2.1 The R800 per transaction administration fee will only be processed and considered on payment in full of the fee and prior presentation of proof of the Agency and registration of the Estate Agent.

2.2 The administration transaction fee for estate agencies shall be determined from time to time by the Board.

2.3 The amount of the administration transaction fee will be communicated and invoiced to estate agencies (or to new homeowners / new tenants as directed by the estate agent) by the Association.

## **3. APPROVAL ADJUDICATION**

The Association reserves the right to approve and/or disapprove an application for registration. The non-approval for registration can, among others, be a result of non-compliance with the registration criteria, previous continuous breach of the Rules and/or any other related matters. All valid reasons for rejection of registration shall be escalated to the PPRA for further intervention.



#### **4. ESTATE AGENTS' CONDITIONS**

- 4.1 By operating within Woodhill Residential Estate and Country Club, estate agencies and their estate agents accept the following conditions:
- 4.2 The Woodhill Homeowners Memorandum of Incorporation and Rules. They will familiarize themselves with the MOI and Rules and ensure that purchasers and tenants are informed of the content of these documents.
- 4.3 All estate agents not living on the estate shall adhere to the terms of the Association's access control policy and shall always adhere to such policy.
- 4.4 All estate agents shall submit a copy of any new lease agreement to the Association's offices 14 days prior to the tenant being registered on the security system. The Association has the right to screen tenants but the responsibility rests with the Agent and/or his/her client doing the necessary screening. The Association also has the right to not approve a rental tenant without providing reasons for such non approval.
- 4.5 Properties that have been advertised and sold must be removed from all websites and publications within 30 days after registration.
- 4.6 No electronic, written and/or other advertisement/signboard may claim to represent the Association and/or ignore and/or attach their own interpretation of the Association's Rules.
- 4.7 No Show House boards, For Sale and/or To Let boards, or any other boards, may be erected on Woodhill Estate.
- 4.8 No door-to-door canvassing, advertisements, flyers, or similar material for property transactions may be delivered to properties within Woodhill Estate.
- 4.9 Estate agents may only operate on a "by appointment" basis with relevant Homeowners.

## **5. AUCTIONS**

- 5.1 The auction of an immovable property in Woodhill Estate is the process of selling immovable property by offering same up for bid, the taking of bids, and then selling same to the highest bidder.
- 5.2 The Association recognizes that the auction process is a commercially acceptable method to sell immovable property.
- 5.3 Forced sales are regarded as sales via a Sheriff of the Court or a Liquidator appointed by the Master of the High Court alternatively by the Court.
- 5.4 Auction Sales in Woodhill Estate will be conducted in an organized and controlled manner and may at no time affect the security or cause inconvenience to other residents.
- 5.5 The Estate Agent's policy will be applicable to those who wish to conduct a sale by auction, except that the Agent is now an Auctioneer alternatively regarded as an Auctioneer.
- 5.6 The MOI and Rules will be adhered to.
- 5.7 The Auctioneer shall apply for access to Woodhill Estate in terms of the Woodhill Association access control policy and shall always adhere to such policy.
- 5.8 The Auctioneer must ensure that potential bidders are registered with the Chief Executive Officer or his/her appointed representative prior to visiting alternatively inspecting the immovable property. Access will only be granted on proper registration and compliance with the Woodhill access policy.
- 5.9 Bidders will be accompanied by the accredited Auctioneer or its employee.
- 5.10 One attendance under the supervision of the Auctioneer in conjunction with the Chief Executive Officer or his/her appointed Agent will be allowed to attend the auction. The potential bidders will enter the Estate via the Contractor's gate where they will park their cars on the outside of the estate. The Auctioneer is to ensure that transport is provided for potential bidders.

5.11 The auction will take place outside the Woodhill Residential estate in the event of more than twenty participants (potential bidders) unless otherwise authorized by the Chief Executive Officer.

**6. Rules for applicants/sheriffs/liquidators who wish to sell immovable properties by auction:**

In the event of a forced sale, the Sheriff or Liquidator duly appointed by the Court, or the Master of the High Court will provide proof of his/her appointment and particulars of the forced sale to the Chief Executive Officer or his duly appointed representative. The Sheriff/Liquidator will be regarded as an Auctioneer and shall be exempt from the standard approval process but will conduct the sale in accordance with the Woodhill Rules.

**7. BREACH OF CONDITIONS**

7.1 The Association reserves the right to take steps against any estate agent who breaches any condition of 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 should any estate agent breach a condition of the agreement, such agent / agency may, after consultation with the Agents Committee:

7.2 Have their estate access summarily cancelled and/or not renewed.

**8. AMENDMENT**

The Board shall be entitled to vary this policy, or any agreement concluded herein. Notice shall be given to members and such variation may be reviewed/accepted/rejected at the following AGM or SGM.

**GUIDELINES FOR BUSINESS**

Owners and/or residents who envisage running a business enterprise in Woodhill Estate must comply with zoning regulations and in addition thereto complete the application form below for permission to be granted by the Association for such an enterprise. The Association will consider the criteria below in granting permission within Woodhill Estate, but the consent should not be seen as condoning any breach of zoning and bylaw regulations. Owners and/or residents not honoring the criteria herein will be subject to a fine and the Association reserves the right to do whatever is permissible in law to stop prohibited practices and to report same to the authorities. The Association has in addition thereto the right to remove display boards within the Estate. The Association is, however, under no obligation to interdict any person from conducting a business in contravention of zoning and bylaw regulations and residents aggrieved by business practices contravening zoning and/or bylaw regulations within the Estate may continue to protect and enforce their rights in a legal manner in this regard.

- 1.1 A business undertaking from a dwelling is subject to the following:
  - 1.1.1 A maximum of 30% of the gross floor area of the dwelling place may be utilized, provided that such area does not exceed 60m<sup>2</sup>.
  - 1.1.2 The display of a name or advertising and notice boards is prohibited.
  - 1.1.3 The storage of goods of any nature and/or hazardous waste is prohibited.
  - 1.1.4 The display of goods contemplated shall be located inside the dwelling place and shall not be visible from the outside/street.
  - 1.1.5 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 3500kg, loading capacity included, and the maximum length, width, and height of 5,5m, 1,8m and 2,1m respectively.
  - 1.1.6 All visitors' and business vehicles shall be parked on the premises. No parking whatsoever is permitted on the pavement.
  - 1.1.7 The parking of motor vehicles shall not impact neighbors' premises and/or the pavement.

- 1.1.8 A maximum of one person may be employed in addition to the resident/owner.
- 1.1.9 No disturbing industry or manufacturing enterprise will be permitted.
- 1.1.10 No disturbances, noises, smells, radioactive or annoying situations that may cause public discomfort will be permitted.
- 1.2 The following undertakings will not be considered or permitted:
  - 1. Crèche,
  - 2. Funeral undertaking,
  - 3. Visitors' information bureau,
  - 4. Building society,
  - 5. Bank agency,
  - 6. Towing service,
  - 7. Vehicle workshop,
  - 8. Carwash bay,
  - 9. School,
  - 10. Panel beater,
  - 11. Parcel delivery services,
  - 12. Travel agency,
  - 13. Shooting range,
  - 14. Blasting contractor's,
  - 15. Butchery and/or meat-processing enterprise,
  - 16. Dog parlor,
  - 17. Seafood supply / wholesalers,
  - 18. Bakery,
  - 19. Vehicle sale showroom and offices,
  - 20. Entertainment center,
  - 21. Any manufacturing enterprise,
  - 22. Packaging and/or cartage contractor's.
- 2 The nature of the business must not generate excessive traffic and must not cause a nuisance to the neighbors. A maximum of two simultaneous visitors are permitted. The number of visitors may not adversely affect Woodhill's security.
- 3 The permission granted in terms of this policy can be terminated at the sole discretion of the Association, if the Rules governing business enterprises on

Woodhill Estate are contravened alternatively if the Association receives valid complaints in terms whereof the resident causes an ongoing nuisance to other residents.

- 3 Residents and/or members shall have no claim whatsoever against the Association for damages or other causes.
- 4 Residents who wish to conduct business from their residential property will deliver a written notification to their neighbors to conduct this enterprise and proof thereof must accompany the request for permission to the Association. The Association reserves the right to contact the residents of neighboring properties and to establish their views prior to granting approval.
- 5 Valid complaints of neighbors will be taken into consideration in the granting withdrawal alternatively denial of permission.

Signature

I confirm acceptance of the above terms and conditions.

SIGNATURE

DATE

---

---

## BUSINESS APPLICATION FORM

Business Enterprise name : \_\_\_\_\_

Nature of Business Enterprise : \_\_\_\_\_

Stand Number : \_\_\_\_\_

Street Address : \_\_\_\_\_

Owner of Property : \_\_\_\_\_

Anticipated daily/weekly/monthly visitors : \_\_\_\_\_

Anticipated business growth : \_\_\_\_\_

### Motivation for business Application:

---

---

---

---

---

\_\_\_\_\_  
**Owner Signature**

\_\_\_\_\_  
**Woodhill Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Capacity**

Permission Granted by Woodhill Homeowners Association on this \_\_\_\_\_

day of \_\_\_\_\_ 20\_\_\_\_\_.

**REGISTRATION, ACCESS AND EGRESS PROCEDURES AND PROCESSES**

**1. REGISTRATION PROCESS**

The registration process takes place in the Association's offices, which are open Monday to Friday from 07h00 to 17h00. (Excluding weekends and public holidays).

The required documents as more fully addressed under "General" in the Rules are required for registration purposes.

Owners and residents will be registered at no cost.

All live-in staff and contractor's are to pay a fee as determined by the Board from time to time.

To gain access to and from the estate, the following procedures are to be followed.

**1.1 RESIDENTS AND THEIR LIVE IN STAFF**

*(Garsfontein/ St Bernard and Contractor's gates can be used)*

1.1.1 Residents and their staff must be registered on the Company's biometric data system to gain access and/or to exit Woodhill Estate. They will only access Woodhill Estate via the biometric identification system and where the biometric system rejects the registered information, an access/egress card applied for, duly approved and issued to a cardholder with a personalized pin will allow access.

1.1.2 All residents and their staff are to be enrolled on the biometric system, based at the Association's offices.

1.1.3 The minimum information as prescribed earlier in these Rules should be provided, which includes inter alia original identity documents and/ or passports and drivers' licenses. Where non-South African passport holders or asylum seekers seek access as part of owner / resident staff,



original documentation relating thereto must be submitted on registration and the period of access will be limited to the expiry date of the work permit. Where original documentation is not available, the applicant is obliged to file an affidavit explaining the reason therefore which application must be submitted to the Chief Executive Officer alternatively the authorized representative of the Association who will have the discretion to check, verify and authorize registration alternatively deny the application with reasons.

1.1.4 Only family and their staff living on Woodhill Estate can be registered.

Residents are allowed to have two additional non-residents, per residence, registered on the system. Where residents require more than two non-residents to be registered, this can be done on written application to the Association providing fully motivated reasons for which entrance and the times will be required.

1.1.5 Tenants will only be registered on production of a signed lease agreement and presentation of written acceptance of the Rules of the Association by the tenant and (where so applicable) proper accreditation by an approved agent assisting an owner or the owner him / herself as per the Rules herein. The registration can take place 14 days prior to occupation but will be activated at the discretion and approval of the Association.

1.1.6 The lease period will be entered into the Click-on system and any extension to this period will require an amendment to the lease agreement, again to be recorded and to be approved by the Association. Where the period is indefinite, the owner alternatively its approved agent must inform the Association of the termination alternatively lapsing of a lease agreement.

1.1.7 The Association will fine members who ignore alternatively fail to co- operate with the Association in this regard.

## **1.2 PEDESTRIAN and VEHICLE ACCESS PROCEDURES FOR DOMESTICS AND GARDENERS**

*(Garsfontein, St Bernard and Contractor's gates may be used.)*

1.2.1 All domestics/gardeners are to be registered and are to be accompanied by the resident wishing to employ such persons.

1.2.2 The domestic/gardener must provide the minimum information as prescribed earlier in these Rules which includes *inter alia* original identity documents and / or passports and drivers' licenses (where so applicable). Where non-South African passport holders or asylum seekers seek access as part of owner/tenant/resident staff, original documentation relating thereto must be submitted on registration and the period of access will be limited to the expiry date of the work permit. Where original documentation is not available, the applicant is obliged to file an affidavit explaining the reason therefore which application must be submitted to the Chief Executive Officer alternatively the authorised representative of the Association who will have the discretion to verify and authorise registration alternatively deny the application with reasons.

1.2.3 Domestics/gardeners who are not live in staff will gain access to or to exit Woodhill Estate at the following times:

Monday to Sunday (06h00 to 18h00).

1.2.4 Domestics/gardeners who cannot use a fingerprint for access/egress will be issued with an access/egress card, together with a personalized pin code, which can be used at all pedestrian gates.

## **1.3 SERVICE PROVIDERS PLUMBERS, ELECTRICIANS AND CONTRACTOR'S ON THE ESTATE FOR MORE THAN FIVE DAYS.**

*(Contractor's gate to be used on De Villa Bois to enter and exit at Garsfontein All contractor's and their staff are to be enrolled on the biometric data system, based at the Association's offices.)*

1.3.1 Access will be limited to the expiry date of any work permit and access will be granted for a maximum of three months unless the applicant complied with 1.3.3 hereafter.

1.3.2 On registration, a confirmation letter is required from the owner stating who the main contractor is, including the company name of that contractor, their

registration details and contact number.

1.3.3 Where the contract is to exceed three months a confirmation letter will be required from the owner for submittance to the Association. On registration, the owner must state, who the main contractor is, the company name of that contractor, their registration details, contact number, names of all workers who will be on site (including the supervisor or person in charge), the identity particulars and telephone details of all workers. Additional to this and where applicable, the application to register the contractor will include a plan approved by City of Tshwane, together with Certificate to commence building operations or operations of a similar nature.

1.3.4 Contractor's are allowed access between 07h00 and 18h00, Monday to Friday, and only on a Saturday between the hours of 07h00 and 13h00 on special written application and written approval by the Estate Manager of the Estate.

#### **1.4 GOLFING MEMBERS**

1.4.1 Once the Woodhill Country Club has approved his/her Membership status, members may be registered.

1.4.2 All members must provide their original ID documents and/ or passports and drivers' licenses and membership cards for registration at the Association's offices.

1.4.3 Members who cannot use a fingerprint for access/egress will be issued with an access/egress card, together with a personalized pin code, which can be used at all gates.

1.4.4 Members are limited to the following access and egress times:  
Monday to Sunday – 06h00 to 22h00.

#### **1.5 PERMANENT CADDIES**

1.5.1 All permanent caddies must register at the Association's offices providing original ID documents and or passports and drivers' licenses and will be accompanied by the caddy master.

1.5.2 No asylum seekers may be used for permanent caddy positions.

1.5.3 Access is allowed from Monday to Sunday (06h00 to 19h00).

1.5.4 Caddies who cannot use a fingerprint for access/egress will be issued with an access/egress card, together with a personalized pin code, which can be used only at the contractor's gate.

## **1.6 LANDSCAPING PERSONNEL**

1.6.1 All landscaping personnel must register at the Association's offices, accompanied by the landscaping manager, where they will be issued with ID cards.

1.6.2 All landscaping personnel are to provide original ID documents for registration purposes. No asylum seekers may be used for permanent landscaping positions.

1.6.3 Access is gained through the workshop gate where Security/Workshop personnel will verify the ID with the person concerned, after which the gate will be opened, and access granted. The same process will happen in reverse to egress from the estate.

## **1.7 LIVE-IN GREEN KEEPING STAFF**

1.7.1 All Live-in green keeping personnel must register at the Association's offices, accompanied by the green keeper, where they will be issued with an ID card.

1.7.2 All live-in green keeping personnel are to provide, original ID documents. No asylum seekers may be used for permanent landscaping positions.

1.7.3 Access is gained through the workshop gate where security will verify the ID with the person concerned, after which the control room will open the gate remotely. The same process will happen in reverse to egress from the estate.

## **1.8 CATERING STAFF**

1.8.1 All permanent catering staff must register at the Association's offices, accompanied by the catering manager.

1.8.2 All permanent catering staff are to provide, original ID documents and/ or

passports No asylum seekers may be used for permanent catering staff.

1.8.3 Access is allowed from Monday to Sunday (06h00 to 24h00).

1.8.4 Catering staff who cannot use a fingerprint for access/egress will be issued with an access/egress card, together with a personalized pin code, which can be used only at the contractor's gate.

## **2. ACCESS AND EGRESS PROCEDURES**

The Estate makes use of Click-on software to provide visitor access and egress to and from the estate. Communication with the system is only possible if your phone number is listed on the estate data base which only allows access/egress from the Garsfontein, St Bernard and Contractor's gates. (Please see registration process.)

Vehicle access and egress to and from the estate can be made from any one of the five gates on the estate, but the use of the gates is limited by the category of person requiring access to the Estate.

Pedestrian access can be made through turn styles which are based at the Garsfontein gate, the St Bernard gate and the Contractor's gate.

The Workshop gates are for use of the landscaping and turf contractor's only.

The school gate is for the use of residents on the estate and their children enrolled at Woodhill College. The gate is used to enter Woodhill College for a school related activity by those who are authorized by Woodhill College to enter and exit. All residents making use of this gate by vehicle are to have an approved identification sticker, issued by the Woodhill College, which is to be displayed on their windscreen before access will be allowed.

### **2.1 VISITOR TO A RESIDENT (with pre-clearance code procedure.)**

*(Garsfontein and St Bernard gates to be used only)*

2.1.1 Visitor arrives through accessing visitor's lane at the visitor's gate.

2.1.2 Visitor provides pre-authorized code to security.

2.1.3 Security punches code into Click-on system.

2.1.4 The bar-coded slip is automatically printed.

2.1.5 Security scans license disc, driver's license and bar code on slip.

- 2.1.6 Security punches code into Click-on system to open boom.
- 2.1.7 Security issues slip to visitor.
- 2.1.8 The same bar-coded slip issued to the visitor when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

## **2.2 VISITOR TO A RESIDENT (Unannounced Procedure)**

*(Garsfontein and St Bernard gates to be used only)*

- 2.2.1 Visitor arrives through accessing visitor's lane at visitor's gate.
- 2.2.2 Visitor requests security to contact resident to gain access.
- 2.2.3 Security contacts the resident via the Click-on system and requests the resident to approve access by pressing 9 on their phone, after which "access granted" will be heard on the phone.
- 2.2.4 (Where a resident does not want to give access to the visitor they are to press ### on their phone and an "access denied" voice will be heard.)
- 2.2.5 The bar-coded slip is automatically printed at the gate.
- 2.2.6 Security scans license disk, driver's license and bar-coded slip.
- 2.2.7 Security punches code into Click-on system to open boom.
- 2.2.8 Security issues a slip to the visitor.
- 2.2.9 The same bar-coded slip issued to the visitor when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

## **2.3 VISITOR TO DOMESTIC/GARDENER**

*(Garsfontein, St Bernard and Contractor's gates can be used)*

- 2.3.1 The visitor arrives at the gate house.
- 2.3.2 The visitor liaises with the guard on duty, requesting access to the resident's domestic/gardener living on the estate.

- 2.3.3 Security must contact the control room having obtained details of who is to be visited and for what period.
- 2.3.4 The control room contacts the resident and obtains permission for the visitor to enter the estate.
- 2.3.5 Once permission is granted, the control room should log all details into the access register, including what time the visitor is expected to leave the premises.
- 2.3.6 The control room manually provides access to the visitor who accesses the estate by the turnstile or the boom gate.
- 2.3.7 When the visitor wishes to exit, the gate staff contacts the control room requesting permission to allow the visitor to exit the estate.
- 2.3.8 The control room requests permission from the resident to allow permission for a visitor to exit.
- 2.3.9 Once permission is granted, the control room completes the register highlighting that the visitor has now left the estate.
- 2.3.10 Where visitors have exceeded the time/date related period as recorded in the register on entry, the control room will contact the resident and confirm the exit time and date.

## **2.4 ACCESS PROCEDURE FOR RESIDENTS AND THEIR STAFF**

*(Garsfontein, St Bernard and Contractor's gates can be used)*

Access and egress can be made by placing your finger on the reader at the gate, after which the boom will open. Where a card is issued, the resident is to scan the card and enter their three- digit pin into the console at the gate to allow for access and egress.

## **2.5 PEDESTRIAN ACCESS PROCEDURES FOR DOMESTICS AND GARDENERS**

*(Garsfontein, St Bernard and Contractor's gates may be used.)*

Access and egress can be made by placing finger on the reader at the

turnstile, after which the turnstile will allow access or egress.

Where a card is issued, the domestic or gardener is to scan the card and enter their three-digit pin into the console at the turnstile to allow for access and egress.

## **2.6 SERVICE PROVIDERS (PLUMBERS, ELECTRICIANS, DELIVERIES AND SERVICES IN GENERAL) AS WELL AS CONTRACTOR'S WHO WILL BE ON THE ESTATE FOR LESS THAN 5 (FIVE) DAYS**

*(Contractor's gate to be used only on entrance and Garsfontein for exiting purposes).*

2.6.1 The service provider arrives at the contractor's gate.

2.6.2 The service provider requests security to contact the resident to gain access.

2.6.3 Security contacts the resident via the Click-on system and requests the resident to approve access by pressing 9 on their phone, after which "access granted" will be heard on the phone.

2.6.4 (Where a resident refuses to provide access to the service provider, the resident should press ### on his/her phone and an "access denied" voice will be heard.)

2.6.5 Security will print bar coded slips for all passengers in/on the vehicle.

2.6.6 Passengers are to disembark from the vehicle, provide proof of identification to security, after which they will be given the access slips with a code that is to be punched into the console at the turnstile to enter through the pedestrian gate at the contractor's entrance.

2.6.7 The driver of the vehicle is to remain in the vehicle.

2.6.8 Security scans the driver's vehicle license disk, driver's license and bar- coded slip.

2.6.9 Security punches the code from the bar-coded slip into Click-on system to open the boom for the driver of the vehicle.

2.6.10 Security issues the slip to vehicle driver.



2.6.11 The driver uses the same bar-coded slip to exit at the Garsfontein gate.

2.6.12 The passengers are to key in the code from the bar-coded slip at the turnstile at the Garsfontein gate to exit.

2.6.13 Contractor's are only allowed access between 07h00 and 18h00, Monday to Friday, and with prior arrangement, in which written request is to be approved by the Estate Manager for Saturday between the hours of 07h00 and 13h00.

2.6.14 In cases of emergencies, the resident is to use either the Visitor to Resident (unannounced procedure) or use the Visitor to a Resident (pre- clearance code procedure.)

**2.7 SERVICE PROVIDERS (PLUMBERS, ELECTRICIANS AND PROVIDERS RENDERING SERVICES IN GENERAL) AND CONTRACTOR'S FOR MORE THAN FIVE DAYS.**

*(Contractor's gate to be used only on entrance and Garsfontein for exiting purposes).*

2.7.1 Service provider arrives at contractor's gate.

2.7.2 Passengers are to disembark from the vehicle and proceed to the turnstile.

2.7.3 Passengers are to place their finger on the reader at the turnstile, after which the turnstile will allow access.

2.7.4 Where a card has been issued, the service provider is to scan the card and enter their three-digit pin into the console at the turnstile to allow access.

2.7.5 The driver of the vehicle is to remain in the vehicle.

2.7.6 Access is made by placing finger on the reader at the gate, after which the boom will be raised allowing access.

2.7.7 Where a card is issued, the service provider is to scan the card and enter their three-digit pin into the console at the gate to allow for access.

2.7.8 Driver collects passengers at the contractor's gate and proceeds to the residence.

2.7.9 When the contractor's and his staff wish to leave the estate, they are to proceed to the Garsfontein gate.

2.7.10 The passengers are to disembark from the vehicle and proceed to the turnstile. Egress is made by placing finger on the reader at the turnstile, which will unlock the turnstile providing egress.

2.7.11 Where a card is issued to passengers, the security service provider is to scan the card and enter their three-digit pin into the console at the turnstile to allow for egress.

2.7.12 The driver is to egress from the estate by placing his finger on the reader at the gate, after which the boom will open.

2.7.13 Where a card has been issued to the driver the service provider scans the card and enter their three-digit pin into the console at the console at the gate to allow for egress.

2.7.14 Driver collects passengers outside of the estate.

## **2.8 GOLF MEMBERS ACCESS PROCEDURES**

*(Garsfontein, St Bernard and Contractor's gates may be used.)*

Collection of Members by their spouse/friend

The spouse/friend arrives at the gate announcing the collection of a member.

Security at the gate contacts Proshop and requests authorization of the spouse/friend to collect the member. The representative at the Clubhouse grants access by pressing 9 on their phone, so allowing access. (Where the Clubhouse representative refuses access to the spouse/friend, they are to press ### on the phone and an "access denied" voice will be heard.)

## **2.9 NON-GOLF MEMBERS AND FUNCTION GROUPS**

*(Garsfontein, St Bernard and Contractor's gates may be used.)*

- 2.9.1 An alphabetical golf/function list will be provided to each of the gates and the control room the day before the golf day/function.
- 2.9.2 When the golfer/function guest arrives at the gate, the gate confirms the person's details to that of the listing.
- 2.9.3 The gate requests that a code is provided by the control room (Golfers – Code 12/ Functions- Code 14).
- 2.9.4 The bar-coded slip is automatically printed at the gate.
- 2.9.5 Security scans license disk, driver's license and bar-coded slip.
- 2.9.6 Security punches code into Click-on system to open boom.
- 2.9.7 Security issues slip to visitor.
- 2.9.8 The same bar-coded slip issued to the visitor when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.
- 2.9.9 (If any slip is lost, the attendee is to make representation at the gate, stating that he has lost his slip. The supervisor at the gate will contact the control room superintendent and advise him of the situation. The superintendent will confirm the attendee's presence and after such will request the control room to grant egress.)

**2.10 LOCAL AUTHORITIES ACCESS PROCEDURES** including the following:  
(*Garsfontein, St Bernard and Contractor's gates may be used.*)

- City Council and appointed Sub-Contractors.
- Rand Water.
- SAPS and TMPD or any related department of SAPS and TMPD.
- Emergency Services: Both Fire Brigade and Emergency Medical.
- SARS.
- Sheriff of the Court.
- All Government Departments

2.10.1 The relevant department visitor arrives at the gate.

2.10.2 The department visitor is to provide identification for all persons in the

vehicle and purpose of visit to the Estate to the gate supervisor.

2.10.3 Security at the gate requests that a code is provided by the control room (Code 13).

2.10.4 The bar code is automatically printed at the gate.

2.10.5 Security scans vehicle license disc, driver's license and bar-coded slip.

2.10.6 Security punches code into Click-on system to open boom.

2.10.7 Control room requests that an escort is to be provided for the vehicle.

2.10.8 Security issues a slip to the City Council driver.

2.10.9 The City Council vehicle is escorted to the erf concerned and at the discretion of the superintendent, determines whether the escort should stay or move on.

2.10.10 The same bar-coded slip issued to the City Council driver when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

PS: The Woodhill Homeowners Association and their appointed Security Personnel shall not deny any of the above-mentioned department's access in any way or interfere with their duties and tasks whilst on visit to the Estate. These departments are lawfully authorized to enter the Estate without notice in the performing of their duties and tasks. The above-mentioned procedures apply and, in cases where emergency services are attending to an emergency, security should not hinder or obstruct their duties, allow immediate access of such personnel and determine their identities and reasons for visiting post their visit but prior to them leaving the Estate and when circumstances allow. The Woodhill Homeowners Association is not obliged to inform residents of any visit to their properties by the above-mentioned departments as such action might constitute defeating the ends of justice and interfering with their duties.

## **2.11 EMERGENCY VEHICLES INCLUDING HOUSE ALARM RESPONSE VEHICLES**

*(Garsfontein, St Bernard and Contractor's gates may be used.)*

- 2.11.1 The driver of the vehicle is to provide identification and communicate the purpose of his/her visit to the estate to the gate supervisor.
- 2.11.2 Security at the gate requests that a code is provided by the control room (Code 13).
- 2.11.3 The bar code is automatically printed at the gate.
- 2.11.4 Security scans vehicle license disc, driver's license and the bar-coded slip.
- 2.11.5 Security punches the code into Click-on system to open the boom.
- 2.11.6 The control room is requested to provide an escort to the vehicle.
- 2.11.7 Security then issues a slip to the emergency vehicle driver.
- 2.11.8 The vehicle is escorted to the erf concerned and the Security Manager on duty determines whether the escort should stay or move on.
- 2.11.9 The same bar-coded slip issued to the Emergency vehicle driver when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

## **2.12 BANK REPOSSESSIONS**

*(Only use contractor's gate for access and Garsfontein gate to egress)*

- 2.12.1 The Sheriff and Visitors park outside of the estate at the contractor's gate only.
- 2.12.2 They disembark from their vehicles and walk to the Association's offices and ask for the Estate Manager.
- 2.12.3 Once the purpose of the visit has been determined, the Estate Manager approves or denies access).
- 2.12.4 Security contacts the Estate Manager via the Click-on system and requests approval of access by pressing 9 on their phone, after which "access granted", will be heard on the phone.

2.12.5 (Where the Estate Manager refuses access to the person concerned, he is to press ### on the phone and an “access denied” voice will be heard.)

2.12.6 The bar-coded slip is automatically printed at the contractor’s gate.

2.12.7 Security scans the vehicle license disk, driver’s license and bar-coded slip.

2.12.8 Security punches code into Click-on system to open boom.

2.12.9 Control room requests that an escort is provided for the vehicle.

2.12.10 Security issues a slip to the visitor.

2.12.11 The vehicle is escorted to the erf concerned.

2.12.12 The same bar-coded slip issued to the vehicle driver when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

## **2.13 PERMANENT WOODHILL CADDIES**

*(Only uses Contractor’s gate to enter and exit.)*

Access and egress can be made by placing finger on the reader at the turnstile, after which the turnstile will allow access or egress.

Where a card is issued, the permanent caddy is to scan the card and enter the three-digit pin into the console at the turnstile to allow for access and egress.

## **2.14 CASUAL CADDIES**

*(Only uses Contractor’s gate to enter and exit.)*

2.14.1 Casual caddies are used for large corporate golf days where there are insufficient permanent caddies.

2.14.2 Casual caddies are to present their ID books at the offices of the contractor’s gate and only once this has been done will they be allowed to proceed to walk past the contractor’s gate offices, where they are to assemble and wait for the caddy master to escort them

onto the estate.

- 2.14.3 Once the casual caddy has completed his work function, he proceeds to the contractor's gate, collects his ID document at the contractor's office and exits the estate at the contractor's gate.

## **2.15 LANDSCAPING AND LIVE-IN GREEN KEEPING PERSONNEL**

*(Only uses Workshop gate to enter and exit.)*

- 2.15.1 From Monday to Friday access/egress is gained through the workshop gate where the Security officer at the workshop gate verifies the identity with the person concerned. The Security officer calls the control room.
- 2.15.2 Once the control room is satisfied and has recorded into an access register the name of the worker concerned, will they open and close the gate from the control room.
- 2.15.3 On Saturdays and Sundays, the security superintendent unlocks the gate at 08h00 and closes the gate at 11h00. No staff will be allowed access or egress whilst the gate is locked.

## **2.16 CATERING STAFF**

*(Only uses Contractor's gate to enter and exit.)*

Access is made by the Visitor to a Resident (Unannounced procedure), with authorization provided by the Catering Manager.) Access and egress can only be made through the turnstile at the contractor's gate. When late night functions are held where the catering staff are collected from the Clubhouse, the following procedure applies: The vehicle proceeds to the Garsfontein gate, under security escort.

All staff disembarks from the vehicle and proceeds to use the pedestrian turnstile to gain egress, where they are to be searched before entering the turnstile.

## **2.17 TENNIS LESSONS/GOLF LESSONS**

- 2.17.1 The professional associated with providing lessons to pupils living outside of the estate, is to submit a daily listing to the Security Manager,

indicating the time and day of the lesson, together with the name of the pupil.

2.17.2 When the pupil arrives at the gate, the gate confirms the person's details to that of the listing held in the control room.

2.17.3 The gate requests that a code is provided by the control room (Golfers – Code 12).

2.17.4 The bar-coded slip is automatically printed at the gate.

2.17.5 Security scans vehicle license disk, driver's license and bar-coded slip.

2.17.6 Security punches code into Click-on system to open boom.

2.17.7 Security issues slip to visitor.

2.17.8 The same bar-coded slip issued to the visitor when entering the estate, is to be given to the security officer at the gate, who will punch the code into the Click-on system to provide egress from the estate.

## **2.18 AUCTIONS**

*(To use Contractor's gate only)*

The Auctioneer is to make prior arrangements with the Estate Manager to allow for access onto the estate. Once the auctioneer has collected the potential bidders outside of the estate, a maximum of two vehicles containing the bidders will be allowed onto the estate. The Estate Manager will liaise with the control room to facilitate access and egress.

## **2.19 WHEN BIOMETRIC FINGERPRINT IS NOT WORKING**

2.19.1 When a biometric fingerprint prevents access or egress, the driver is to identify himself to security at the gate. Where necessary, the security officer will divert traffic into an alternate lane whilst he deals with the driver of the vehicle concerned. The security official will ask the driver for his driver's license.

The security official will contact the control room to confirm that the driver is registered on the Click-on system. Once this has been verified, the control room will record in their OB Book, details of such driver for further follow up and reporting to the Security Manager. The control room will open the boom gate concerned.



2.19.2 Power outage/system failure the booms will remain open, but access will be managed by the use of traffic cones. (All vehicles are recorded on entry and are to be verified by the control room.)

**PROCEDURE FOR LIGHTNING SIREN ACTIVATION**

**Purpose:** The purpose for this procedure is to determine the procedure to be followed by all the relevant persons in activating the Lightning Sirens.

**REACTION TO THE ALARM MUST TAKE PRECEDENCE OVER ALL OTHER ACTIVITIES IN THE PRO SHOP AT ANY GIVEN MOMENT**

**THE LIGHTNING SIREN PROCEDURE MUST BE IMPLEMENTED WHEN THE STATIC MEASUREMENT FROM THE PRO SHOP ALARM INDICATES A READING OF 2.8**

**Pro Shop**

1. When lightning activity is detected by the Pro Shop and the alarm is signaled the responsible person in the Pro Shop must sound the clubhouse siren for 30 seconds. It is therefore the Director of Golf's responsibility to ensure that all staff is aware of where the activation switch is.
2. It is critical that the responsible person reacts to the alarm within 20seconds.
3. In the event that the siren fails to activate. The responsible person in the Pro Shop can activate the siren manually.
4. If the Lightning detection system does not detect or operate effectively, the responsible person should phone Thor Guard agency to report the problem and have it rectified immediately.
5. In an event of a power failure all procedures still need to be followed.
6. When the Lightning Warning signal clears the following procedure must be followed:
  - a. Pro Shop staff activates the "ALL CLEAR SIGNAL" at the Clubhouse;
  - b. The "ALL CLEAR SIGNAL" is given in the following manner:
    - i. **5 (five) seconds on and 5 (five) seconds off;**
    - ii. **this must be repeated 3 (three) times.**
7. If any of the sirens are defective this must be reported to the Maintenance

Manager on 072 607 6284 as a matter of urgency.

8. The Director of Golf must ensure that the responsible staff must know the exact procedures and location of the activation switch to enable us to ensure fast and reliable response.
9. The Director of Golf must ensure that the procedures are explained to all staff involved and the responsible staff must acknowledge acceptance and understanding of the procedure in writing.
10. Such acknowledgement and acceptance will be signed and returned to the Estate Manager's office for safekeeping.

**EXTENSIONS OUTSIDE PROPERTY BOUNDARIES**

Residents acknowledge that they are obliged to submit a detailed and comprehensive application for the development and/or expansion of their gardens outside their property boundaries or any new / additional gardens outside their property boundaries or structures of whatever nature prior to commencement of such works to the board of directors for written approval/rejection. Any approval granted will be a mere act of kindness on such terms and conditions authorized by the board and can be withdrawn by the board if the land is required for other reasons. The right to develop/expand outside property boundaries should not be viewed as a personal or real right.

**SOLAR PANELS AND GEYSERS**

Written requests for the fitment of solar panels and geysers must first be submitted to the Association for approval before the installation can commence.

1 Solar panels

All solar panels must be fitted flat on the roof.

2 Solar heating systems and geysers

2.1 It is recommended that geysers are fitted inside the roof, with a pump to rotate the water.

2.2 Systems with external tanks will only be permitted if they are screened or placed out of sight.

2.3 Written permission must also be obtained from neighboring properties.

\_\_\_\_\_  
Signature of applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of neighbor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of neighbor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of neighbor

\_\_\_\_\_  
Date

**INSTALLATION AND USE OF GENERATORS AT WOODHILL**

All residents are required to complete an application form for the installation and use of generators on the Woodhill Estate complying with the minimum requirements hereinafter listed.

The Association reserves the right to inspect, reject applications, compel residents to comply and/or fine those who breach the minimum specification requirements after being requested to do so.

The application forms are available at the Association's Offices.

The minimum specifications for the installation and/or use of generators on the Woodhill Estate are:

1. A residential silencer must be fitted to all generators.
2. The generator must be housed in an aesthetic acoustic enclosure to reduce the noise level to 65 db @ 7m.
3. Fuel storage must be cleared with the Association.
4. A Certificate of Competency for electrical installations must be available for inspection.
5. The positioning of the generator must be of such a nature that it does not create an unsightly image or any inconvenience/disturbance to neighbours.
6. Upon receipt of an application the Association will investigate, advise, and inspect to ensure that an applicant complies with the minimum requirements. After full compliance, the Association will approve and sign off on an application.

**SCHEDULE OF TRANSGRESSIONS AND PENALTIES APPLICABLE TO OWNERS, RESIDENTS AND/OR TENANTS**

In all instances penalties 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, employees, workers and or contractor's.

DESCRIPTION OF TRANSGRESSION	Rule Ref:	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence
------------------------------	-----------	-------------------------	-------------------------	-------------------------

<b>ROAD/TRAFFIC</b>				
Driving above the speed limit, including reckless and negligent driving.	1.5.4 and 15.10	R1000	R2000	R3000
Not adhering to traffic signs, overtaking on solid lines and ignoring the Road Traffic Ordinances.	1.5.2	R500	R1000	R2000
Driving without a license: any engine powered vehicle. (Cars, motorbikes, scramblers, quads and scooters)	1.5.5	R1000	R2000	R3000
Disregarding safety of others whilst driving a Golf Cart	1.5.10	R1000	R2000	R3000
Driving motorbikes, scramblers, quads and scooters on the golf course or golf cart paths any anytime.	1.4.17	R500	R1000	R2000
Driving golf carts on the Estate without lights and reflectors after sunset.	-	R500	R1000	R2000
No golf carts may be driven on the Estate between 21h00 and 05h00.	1.3.12	R1000	R2000	R3000
No person is allowed to access any part of the golf course or driving range between 23h00 and 05h00	1.3.13	R1000	R2000	R3000
Driving an unregistered golf cart anywhere on the Estate.	1.4.18	R500	R1000	R2000
<b>DISTURBING THE PEACE</b>				

Creating a public nuisance, due to undue noise generated by music, electronic instruments, mechanical and /or electrical equipment, partying and the activities of residents and their guests or employees.	1.9.2	R500	R1000	R2000
Generator Transgression	Annexure J	R1000	R2000	R3000
<b>SECURITY</b>				
Unauthorized entry into the Estate by any person.	1.3.2.1/4/5/7	R1000	R2000	R3000
Treating the security personnel in an abusive or intimidating manner.	1.3.1/1.3.2.6	R1000	R2000	R3000
Residents bringing onto the Estate any form of labour without following the correct procedures.	1.3.2.3	R2000 per person per incident	R3000 per person per incident	R5000 per person per incident
Tailgating i.e. gaining unauthorized access into the Estate by slipping under the boom which was raised to allow access to previous persons.	1.3.2.2	R1000	R2000	R3000
Provides employment to any labourer including domestic worker who has not been correctly registered with the	1.3.2.8	R2000 per person per month	R3000 per person per incident	R5000 per person per incident
Permits a contractor to depart after the hours stipulated in the Code of Conduct.	1.3.2.9	R1000	R2000	R3000
Owners and / or estate agents failing to advise the Association of termination and / or lapsing of lease agreements.	Annexure F 1.1.6	R1000	R2000	R3000
<b>GOLF COURSE</b>				
Tees, Greens and bunkers are out of bounds with the exception of golfers playing a formal round of golf.	1.4.7	R500	R1000	R2000
No golf practicing or any other activity can be carried out at any time on the golf course.	1.4.8	R500	R1000	R2000
No golf may be played without booking at the pro shop.	1.4.9	R500	R1000	R2000



Encroaching onto the golf course without the written permission of the Board.	Annexure B 2.1	R1000	R2000	R3000
<b>PETS</b>				
Dogs found roaming the streets.	1.10.4	R500	R1000	R2000
Dogs not kept on a leash when walking in the Estate.	1.10.5	R500	R1000	R2000
Keeping more than two dogs or two cats without written approval from the Association's or any other type of pet which is contrary to the Rules.	1.10.2	R500	R1000	R2000
The keeping of poultry, pigeons, aviaries, wild animals, rabbits or livestock is prohibited.	1.10.3	R500	R1000	R2000
Not removing pet excrement immediately.	1.10.6	R500	R1000	R2000
<b>ENVIRONMENT</b>				
Illegal dumping by residents and contractors. (No rubble, refuse or building material shall be dumped or discarded anywhere on the Estate)	1.6.4 / 1.6.5 / 1.7.1	R1000	R2000	R3000
Fauna and flora may not be chased, trapped, harmed, removed or interfered with or harassed in any way.	1.6.6 / 1.7.2 / 1.7.3	R2000	R3000	R4000
<b>GENERAL</b>				
Unauthorized swimming, wading or bathing in any of the dams is not allowed.	1.4.13	R500	R1000	R2000
Parked and or stored caravans, Wendy houses, tents, jungle gyms, trailers, boats, equipment, tools, engines, generators and water tanks and vehicle parts as well as accommodation for pets should be out of view from neighboring properties and the streets and golf course.	1.6.3 / 1.6.4	R1000	R2000	R3000

Vandalism of any private or Estate property.	1.15	The costs of repair and reinstatement together with a fine of R2000	The costs of repair and reinstatement together with a fine of R5000	The costs of repair and reinstatement together with a fine of R10000
Hanging washing other than the lines that are screened from the streets.	1.9.4	R500	R1000	R2000
Failure to comply with the Association's request to remove trees/shrubs that interferes with the perimeter security wall/fence.	1.3.15	R1000	R2000	R3000
Conducting a business practice without a formal application to the Association or ignoring a request to close down the business.	Annexure E	R1000	R2000	R3000
<b>BUILDING WORK</b>				
Noncompliance with building / architectural guidelines or contractor's activities.	Annexure A/B/C	R2000	R5000 from the 3 <sup>rd</sup> month onwards	

The Chief Executive Officer will have the discretion to reduce the penalty provided that the penalty change can be properly motivated and does not exceed the maximum amount of R10 000.

Note: The applicable fine will stay on record for a period of twelve months from issue date of fine.