



Simply the Best

RULES OF CONDUCT

NEWMARK RESIDENTIAL ESTATE



Simply the Best

Newmark Residential Estate, 195 Dawie Str,
Silver Lakes Road, Hazeldean, 0081

Postnet Suite 251, Private Bag X37

Lynnwood Ridge, 0040

E-mail: info@newmark.co.za (Office) or
info@newmark.co.za (Home)

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RULES OF CONDUCT NEWMARK RESIDENTIAL ESTATE

THE COMPLETE AREA OF NEWMARK RESIDENTIAL ESTATE IS PRIVATE PROPERTY AND

THE RIGHT OF ADMISSION TO THE ESTATE IS RESERVED

INTRODUCTION

DISCLAIMER

Any individual, irrespective of the circumstances whatsoever, entering the Estate and/or making use of any of the moveable and/or unmoveable facilities, of whatever kind, do so at his/her/their own risk. The Newmark Home Owners Association (NHOA), the registered owners, their agents, employees and appointees, shall not be liable for any injury, loss or damage to any individual and/or property of such individual, arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above mentioned individuals/legal entities or the intentional acts, or neglects, of any agents, employees and appointees of same. Without in any manner deviating from

the above, all entrants and/or exists to and from Newmark Residential Estate, make use of the roads within the Estate, whether public or private, in all respects whatsoever, completely at own risk.

Kindly Note: Any and all vehicles entering and/or leaving Newmark Residential Estate shall be searched at regular intervals. This shall imply the following:

1. The driver and passenger(s) has/have to get out of the vehicle.
2. The identity document(s) and/or driver's license of the driver and/or passengers shall be scrutinised. Normal practice will be that all identity documents shall be scrutinised.
3. On entering Newmark Estate, any and all, whatever kind of entrant, agrees to subject him/her/them to investigation as the NHOA may deem necessary and shall have no recourse and/or claim whatsoever against the NHOA, its members and/or employees and/or contractors.
4. As Newmark Estate is private property, it remains the decision of the entrant to enter or not. However, if he/she/they decide(s) to enter, he/ she/they can only do so, subject to this disclaimer.

WARNING

Newmark Residential Estate is monitored by CCTV cameras and is surrounded by an electrical fence which could cause death or serious injury if touched. The entrance into the Estate is via the main gate located on Silver Lakes Road. The NHOA does not accept any responsibility for any attempt to enter the Estate other than via the main gate. Nor does the NHOA accepts any responsibility for any damages of any kind whatsoever that may arise from the deployment and utilisation of the CCTV cameras.

OBJECTIVE AND AUTHORITY OF THE RULES OF CONDUCT

The prime objective of these Rules of Conduct is to enhance and preserve the security, aesthetics and the environment to ensure a harmonious community where owners/residents enjoy their investment and property values are sustained in the medium and long term. The authority of these Rules of Conduct is vested in the Articles of Association of the Newmark Home Owners Association and the interpretation of same and amended by the Board of Directors from time to time. They are binding on all residents, whether an owner, tenant or whatever. The decision of the Board of Directors in the interpretation of these Rules of Conduct is final and binding on all parties in any case of dispute.

SPEED RESTRICTION AND CHILDREN/PEDESTRIANS

The speed restriction on all roads in Newmark Residential Estate is **maximum 40 kilometres per hour** for any and all types of vehicles. Children specifically but, also all pedestrians in Newmark Residential Estate, has priority of way on all streets in the Estate. The driver of any and all vehicles driving in Newmark Residential Estate shall have no recourse of any kind whatsoever against claims resulting directly or indirectly from a collision with a pedestrian – more so in the case of a collision with a child.

NEWMARK RESIDENTIAL ESTATE BELONGS TO OUR CHILDREN!!!!

PART 1 – GENERAL CONDUCT

(I) - USE OF STREETS IN NEWMARK RESIDENTIAL ESTATE

1. All streets in Newmark Residential Estate are private property belonging to the Newmark Home Owners Association and are as such common areas for the use of all residents, their visitors, their employees, all their contractors as well as same of the Home Owners Association.
2. The speed limit in Newmark Residential Estate is a maximum of 40 kilometre per hour for any and all vehicles.
3. Save for the above, the Gauteng Road Traffic Ordinance as applicable to any public road and street use in Gauteng shall be applicable in Newmark Residential Estate.
4. Only roadworthy vehicles with the necessary valid Local Authority tokens (number plates, registration disc, etc) shall be allowed on the roads of the Estate. This shall be checked on entrance into the Estate and the Home Owners Association reserves the right to refuse any vehicle not complying with same to enter the Estate and to report any such incident to the applicable Local Authority for prosecution.

KINDLY NOTE: *As quad bikes, golf carts and the likes, are not complying with this requirement (ie not roadworthy vehicles) any such vehicle is prohibited to use the streets in Newmark Residential Estate under any and all circumstances.*

5. Only drivers with a valid drivers license shall be allowed to drive any vehicle in Newmark Residential Estate. As this is in accordance with the applicable laws of the RSA, the Home Owners Association reserves the right to check drivers licenses of all drivers of all vehicles at the maingate of the Estate and to refuse any and all drivers without a valid and appropriate drivers license entry into the Estate to report any such incident to the applicable Local Authority for prosecution as they may deem fit.
6. The Home Owners Association reserves the right to refuse any driver of any vehicle on entry and/or exit to proceed if the security personnel have reason to believe that such a driver is under the influence of any intoxicating substance like alcohol, druggs, etc, which may pose a threat to other road users and/or pedestrians. Furthermore: The Home Owners Association reserves the right,

free of any possible prosecution whatsoever, to apprehend any such suspect driver until such time as he/she can be handed over to the applicable Local Authority to process as may be necessary.

7. The use of motor cycles and/or any other motor vehicle with a noisy exhaust system shall not be allowed into and/or tolerated in Newmark Residential Estate. In this regard the judgement of the security personnel shall be supported by the Home Owners Association.

8. Parking of vehicles, of any sort and under any circumstances, on sidewalks, opposite traffic islands and anywhere it will have a negative influence on the flow of traffic is strictly prohibited. The Home Owners Association reserves the right to impose a fine of R 550-00 (five hundred and fifty rand) fine on the driver of such a vehicle on the spot.

9. Parents are responsible to ensure that their children are made aware of the dangers relating to the usage of the streets to play in. In this regard the Home Owners Association wants to emphasise the educational value/responsibility that rests on the shoulders of our parents towards their children. In the final analyses the responsibility for ensuring the safety of their children rests with the parents.

10. Pedestrians will cross the streets in Newmark Residential Estate frequently and at any and all places as there are no designated pedestrian crossing points in the Estate. Obviously there is a responsibility on the pedestrian to ensure his/her safe crossing. However, the ultimate and final responsibility for the safety of any pedestrian rests with the driver of a vehicle in Newmark Residential Estate.

11. Motor cycles, quad bikes, golf carts, skate boards and the like, are not allowed on the walkways and/or servitudes in the Estate.

12. It is the intention of the Board of Directors to erect speed bumps on various places in the Estate. While every reasonable endeavour will be made to give ample warning of such speed bumps the Newmark Home Owners Association does not accept any responsibility for any damage to any vehicle and under any circumstances whatsoever and shall not entertain any claim from whatever source in this regard.

13. Vehicles should be parked only on designated parking areas. Parking on private property, like the property of a neighbour without his/her prior consent, is strictly prohibited. The security personnel shall instruct the drivers of any such vehicle to move it immediately to a parking area or leave the Estate.

(II) – GOOD NEIGHBOURLINESS

1. Businesses. Any business activity or hobby which may cause aggravation and/or a nuisance to fellow residents may not be conducted from any property in Newmark Residential Estate. The following only are specifically excluded from this restriction:

1.1 Property situated within the boundaries of the Estate which were specifically approved by the Newmark Home Owners Association in General Meeting and resoned accordingly by the applicable Local Authority.

1.2 The area of the Clubhouse (195 Dawie Street) as approved by the Board of Directors from time to time.

2. Auctions. No auctions and/or jumble sales shall be allowed to take place in Newmark Estate unless such auction is arranged and organised by an applicably registered auctioneer and after prior arrangement/approval by the Board of Directors.

3. Mechanical Maintenance. No mechanical maintenance/repair/hobby (*vehicle repair, metal work, wood work and the like*) may be conducted from any property in Newmark Residential Estate if it will have the effect that it will disturb any of the neighbours even if it has the initial consent of the neighbours. Any such behaviour will be subjected to a fine of R 550-00 per incident at the discretion of the Board of Directors.

4. Gardening. The use of mechanical gardening equipment such as lawn mowers, power saws and the like, is discouraged. Electrical equipment is preferred because of the noise factor. Even so, the use of any of these outside the following hours are strictly prohibit:

- Monday to Saturday

1 May to 31 August – 07:30 to 18:00

1 September to 30 April – 07:00 to 19:00.

- All Sundays and all Official Public Holidays: Only between 08:00 and 13:00 and between 16:30 and 18:00.

Note: On these days the use of no such equipment shall be allowed between 13:00 and 16:30.

5. Noise Pollution. Noise pollution is a very critical aspect of good neighbourliness. Some individuals have the perception that they are at liberty to create as much noise pollution as they may deem fit until a certain time of the night or day. This is a wrong perception. The applicable laws and by-laws refer to noise pollution only and do not mention a time of the day. The Rules of Conduct of Newmark Estate in this regard are the following.

5.1 It is accepted that at some stages any resident would like to have a party at his/ her residence. This is his/her good privilege to do so.

5.2 What is, however, requested are the following:

- Kindly, try and avoid a situation where this is becoming the normal pattern as this will lead to friction with your neighbours and the Board of Directors.
- If you are planning a special event at your house, please, inform your neighbours about it. If it is not a regular thing, very few of them will have any problem with it.
- Arrange for the parking of your guests. This is likely to become the major source of irritation to all. Inform the security personnel what your arrangements are.
- Make sure that the security personnel have a list of your guests.

5.3 It is normal in this type of situation, specially so if the party is really a success, that the “boundaries are pushed.” Kindly note the following:

- If the noise pollution emanating from your house is deemed to be a nuisance to your neighbours and/or the Estate in general the security personnel have no option but to request you to stop that immediately.
- This will be done as unoptrusively as may be possible under the circumstances. You are requested to pay attention to their requests and implement same immediately.
- If you do not stop the noise pollution immediately, the security personnel have no option but to refer the matter to the SAPS to support them to terminate the noise pollution. This may result in charges being laid against you as the case may be.

5.4 The detonation of fire works of any kind within the boundaries of Newmark Estate is strictly forbidden under all circumstances. As this is also against the laws of the RSA anyone found to make him/her self guilty of this will be handed over to the SAPS for prosecution. The security personnel shall actively gather evidence and make such evidence available to the SAPS in their prosecution of the culprit. The security personnel shall furthermore give all

possible support to the SAPS in their prosecution of culprits in this regard – like actually testifying in court against the culprit.

6. Domestic Servants. The behaviour of domestic servants is a regular source of friction amongst neighbours. It is a simple fact that there is normally a specific relationship between a household and their domestic servant(s). Due to this relationship no member of any household will easily accept/admit that their domestic worker is in the wrong. Kindly take note of the following and convey this to your domestic worker(s).

6.1 The facilities of the Estate – clubhouse, tennis court, squash court, etc – are not there for the use of domestic workers and are out of bounds to them.

6.2 Domestic workers have to be registered at the office as soon as possible after they are employed. They are to carry their access cards as proof of identification with them whenever they leave your premises.

6.3 Domestic workers should not loiter around at prominent places like street corners, open areas, etc.

6.4 It is normal practise for domestic workers to engage in conversations over some distance with one another. Residents should discourage this practise and point out to their domestic workers that such behaviour is not acceptable in the Estate.

7. Pets: All Pets But Dogs Specifically. Any dog barks – this is what a dog does. The following rules are applicable on pets – all kinds of pets.

7.1 The Local Authority by-laws relating to pets will be strictly enforced.

7.2 Residents are requested not to keep more than two dogs or two cats on their property. As most properties have limited space the welfare of the animal should be borne in mind.

7.3 No poultry, pigeons, aviaries, wild animals or farming type of livestock may be kept on any premises in the Estate.

7.4 Pets are not permitted to roam the streets of the Estate. It is the responsibility of the owner of any pets to ensure that the pet remains on their property. No excuse for not seeing to this shall be acceptable and the Board of Directors shall impose fines on residents not ensuring this. It is the problem of the owner and not the problem of the Board to find solutions for any problem in this regard.

7.5 Any damage, of any and all kind, caused by roaming animals shall be recovered from the owner of such animal.

7.6 Only pets on a leash controlled by a capable individual shall be allowed outside the property of the owner. Even so, any damage, of any and all kind, shall be recovered from the owner of the guilty animal.

7.7 Every pet in the Estate must wear a collar strap with a tag indicating the name and telephone number of the owner. Stray pets without identification will be apprehended and handed over to the SPCA or another animal welfare organisation as the Estate Manager may decide.

- 7.8 The proper care of pets during periods of absence from home is the responsibility of the owner of the pet and not of the management of the Home Owners Association. Animals found to be neglected while residents are away from home shall be handed over to the SPCA or any other animal welfare organisation as the Estate Manager may deem fit. The owner, on his/her return, shall be responsible for any account that may arise from this situation.
- 7.9 No cruelty to animals will be allowed in Newmark Residential Estate. Any such cases shall be handed over to the SAPS for prosecution.
- 7.10 Barking dogs are problems. This is even more of a problem during the night. While the neighbours are requested to be patient and to tolerate some barking as this is what dogs do, it is the responsibility of the owner to keep his/her dog(s) as quiet as is possible. The principle the Board of Directors shall be following in this regard is very simple: If the neighbours are not allowed to sleep, why should the owner of the barking dog be allowed to sleep? The security personnel shall keep the owner of a barking dog awake until the dog stops barking.

(III) DISPUTES

1. Where households live together in close proximity in a closed community it is almost unavoidable that there will be conflict some times.
2. Disputes are not necessarily bad. However, if a dispute is allowed to get out of hand, it may have a negative impact on the Estate as such. This is more so if the media becomes involved. Conflicts and incidents in Estates like Newmark are favourites of reporters. This is even more so if some negative publicity could be added to this. If this is allowed to happen there are no winners, only losers. Bad publicity shall always have a negative impact on property values.
3. All members of the Newmark Home Owners Association should resolve to settle disputes before it attracts the attention of the media.
4. Disputes should be settled by following the following process:
 - 4.1 When there is conflict the parties involved should endeavour to resolve this between them in an amicable way. An eye to eye talk, with a give and take approach from both parties, is normally the best way to go about this.

If this settles the matter – OK. If not
 - 4.2 The matter should be brought to the attention of the Board of Directors. The Board of Directors shall entertain written complaints/submissions only. Once these submissions are received by the Board, the Board will decide on the best way to resolve such a matter – this may be done in a number of ways. In the end the Board of Directors will take a decision on this and/or make a verdict to settle the matter. In dealing with any given situation the Board shall be neutral.
 - 4.3 The decision/verdict of the Board of Directors is final as far as the Home Owners Association is concerned.
5. If a conflict attracts the attention of the media the Board of Directors will have an emergency meeting and decide on how to handle this situation. The Estate Manager and/or an individual Director may not make any releases to the media unless so specifically authorised by the Board of Directors.

6. Although all members of the Newmark Home Owners Association are requested to follow the process as described above, obviously, any member is at liberty to follow the very same processes as is available to any other citizen of the RSA to resolve disputes.

(IV) ENSURING A PLEASING STREETScape

1. Each owner of a stand, including Stands 1, 81 and 82, is responsible to embellish and maintain the area between the curb and the boundary of his/her property in a clean and pleasing condition.
2. Boundary walls and/or anything else forming part of the streetscape should be maintained regularly. The Board of Directors has the right to maintain neglects in this regard and recover any and all expenses from the owner.
3. Building material and/or any other rubble may under no circumstances be dumped on the sidewalks, streets or dormant stands. The owner will be liable for all damages and the cost of removal/repairs in this regard.
4. Owners are requested to plant indigenous trees on their part of the sidewalk and to maintain same. Such trees should not interfere with pedestrian traffic or obscure the vision of motorists. Any such planted trees may not be damaged or removed unless prior authority to do so is obtained from the Board of Directors.
5. Garden refuse may not be dumped on dormant stands and/or left on the side-walk for any length of time. It is the responsibility of the owner to dispose of his/her garden refuse, outside the Estate. The Board of Directors shall cause any dumped garden refuse to be removed from dormant stands and shall recover the expenses from the culprit.
6. Caravans, trailers, boats, vehicles/equipment/parts of any nature, structures of any nature should be located out of view from the street and screened from neighbouring properties. Under no circumstances may any of these be parked or placed in front of a dwelling visible from the street for any length of time. The Board of Directors, after reasonable warning to the culprit, shall be entitled to fine the culprit and/or remove same at the expense of the culprit.
7. Residents are requested to keep their garage doors, where these are facing the street, closed as is reasonable. This is for security purposes as well but, in most cases, the garages are being used as a storing facility. In most cases the view from the street is not a pleasing one.
8. Advertisement or publicity material, of any kind, may not be exhibited on any property unless same is specifically approved by the Board of Directors and/or within the scope as intended under Part Five of this Rules of Conduct.
9. The placement of washing lines on any property is covered sufficiently under part two of these Rules of Conduct. These should not be visible from the street. Under no circumstances may washing of any kind be visible from the street like draping it over balconies, boundary walls, in windows, etc.

(V) ENVIRONMENTAL MANAGEMENT

1. No rubble of any and all description may be dumped or discarded on any dormant stand and/or open areas and/or the streets. The Board of Directors shall summarily fine such culprit(s) and remove the rubble at the cost of the culprit.
2. Newmark Residential Estate is located next to a game reserve. There are many advantages to this. Unfortunately there is also a "down side." While there are so many dormant stands the

rodents inhabiting the dormant stands lure reptiles, snakes specifically, to these stands. It is impossible for the Board of Directors to guarantee that there will not be snakes on these stands. For this reason the following rules shall apply:

- 2.1 All residents, children even more so, are prohibited to set foot on these stands. If they should do so it is done completely at their own risk. The Board of Directors does not accept any responsibility of any kind in this and will not entertain any claims from whatever source and nature from incidents that are happening on these stands. **THE VACANT STANDS ARE OUT OF BOUNDS TO ALL!!!!**
- 2.2 The Board of Directors has made arrangements with the applicable authorities to come and assist Newmark Residential Estate if a snake is spotted. However, because of the fact that snakes very seldom stay at any place for any length of time, this support is reactive by nature. If the snake is spotted and kept under observation they will come and remove it.
- 2.3 All residents are instructed, when they see a snake, to put as much distance between him-/herself and the snake in the shortest possible time, as is possible and then to report the incident to the security staff.
3. Natural flora and fauna should be maintained as best as is possible.
4. Residents shall maintain a high standard of garden and pavement maintenance.
5. Indigenous flora is welcome in the Estate as far as that is possible. Declared noxious flora may not be planted in the Estate – even in private gardens. It is the responsibility of the owner not to plant such flora and to remove same from his/her garden should such plants start growing on their property.
6. Some natural fauna, like guinea-fowls, are still frequenting the Estate. All should endeavour not to disturb such fauna at all – or as little as is practical possible. The hunting of these birds, or any other natural fauna for that matter, is strictly forbidden.
7. Keeping the vegetation short on all dormant stands is the sole responsibility of the owner. There is no “may be” in this responsibility. The following rules shall apply in this regard:
 - 7.1 Owners have to shorten the vegetation on their dormant stands at least four times per year. This does not necessarily imply once every three months as the seasons play a role in this.
 - 7.2 Because of the influence of the season on the growing pattern of the vegetation, the vegetation has to be shortened during the summer months – November, January, March and May. *(This is an estimate as there are many factors that will have an influence on this.)*
 - 7.3 In principle the Board of Directors would not like to become involved in the shortening of the vegetation on the dormant stands as this is the sole responsibility of the owner. However, if this is neglected by the owner the Board will do it on behalf of the owner and recover the cost thereof from the owner.
8. One of the key elements in establishing a pleasing environment is the absence of loose lying rubble – plastic bags, fast-food containers, etc. The rules in this regard are:
 - 8.1 Estate Management will, based on a predetermined programme, move through the Estate to cause these items to be picked up and to dispose of it.
 - 8.2 All Residents are requested to support management in this regard by ensuring that their potentially loose flying items are placed in their refuse removal bin to be disposed of via that channel.
 - 8.3 All are requested, when they are moving around in the Estate, to pick up all loose flying litter and to dispose of it via the refuse removal system.
9. All are requested to leave common areas after utilisation in a better and cleaner condition as when they moved onto these premises. Kindly create the habit of picking up litter and cultivate the same habit in our children and employees.

10. It is the responsibility of the owners of dormant/vacant stands to keep these stands neat at all times. The vegetation on these stands is to be kept short. On average the vegetation on these stands have to be cut at least four times per year. Normally during November/December, Januarie/February, March/April and May. The Board of Directors would not like to do this on behalf of the owners. However, if an owner neglects this, the Board of Directors would do it on behalf of the owner, for the account of the owner and at a cost as determined by the Board of Directors from time to time.

11. The Board of Directors reserves the right to clean any stand on behalf of the owner irrespective of whether an owner was informed or not and to recover the cost thereof from the owner.

12. Dormant/vacant stands may not be used as a place for storage/dumping for anything such as building material, sheds, etc.

13. After having received reasonable notice from the Estate Manager, an owner has to allow a person or persons authorised thereto by the Estate Manager to enter his/her erf to:

13.1 Prune trees, shrubs and plants which interfere with the proper functioning of the security system; or

13.2 Repair or carry out maintenance work in connection with the security system, common areas and open spaces.

13.3 Clearing and/or shortening of vegetation on dormant stands in the interest of the general appearance of the Estate.

PART 2 – ARCHITECTURAL AND AESTHETICAL GUIDELINES

This part is issued as a separate document. It forms an integral part of the Rules of Conduct.

PART 3 – SECURITY PROTOCOL

This part is issued as a separate document. It forms an integral part of the Rules of Conduct.

PART 4 – ADMINISTRATION AND FINANCE

(I) CLUBHOUSE

1. The clubhouse and all facilities/equipment related to the clubhouse are used entirely at own risk in any and all respects. The Newmark Home Owners Association, the Board of Directors, any of its employees/contractors, shall entertain no claim from any source or nature whatsoever arising directly, indirectly and/or consequential from utilisation of the clubhouse and/or the facilities/equipment related to the clubhouse. Everything on Stand 195 is included here.
2. Safety precautions, for own safety and to safeguard the facilities/equipment should be taken.
3. The facilities may only be used under the supervision of a suitably responsible person. As these facilities are there for the use of owners and/or tenants/residents of Newmark Estate ***only*** any damage to these facilities/equipment will be repaired by the Newmark Home Owners Association at the actual cost of the repair plus a fine of R 550-00 per incident. This shall be administered via the applicable levy account.
4. The tennis and squash courts are intended for playing either tennis or squash as the case may be. ***These courts are not general playing areas!!!*** These courts are out of bounds for any other purpose than playing the said two games.
5. Entrance to these courts is only permissible when wearing the correct footwear. Damage caused by the wrong footwear shall be viewed in a serious light and the cost of repair plus a fine of R 550-00 shall be recovered via the levy account from the culprit.
6. No littering is permitted.
7. The clubhouse area may not be used by domestic employees for recreational purposes. This has to be provided for by each individual residence.
8. Booking for both the tennis and the squash courts have to be done at the guard-room at the gate. Long term bookings are not permissible – such as every Friday night at 19:00 for the rest of the month/year.
9. The keys to both the tennis and squash courts are available from the guardhouse at the gate. The keys are to be collected and signed for at the gate and on completion of utilization – ***immediately*** – have to be returned to the guardhouse. ***Kindly make sure that all lights are switched off and all doors locked!!!***
10. The purpose of these facilities is to provide recreational facilities for the owners/ residents. Unless specifically agreed upon by the Board of Directors, after having received such a written request and having given their written approval as well as the fee and/or restrictions related to same, may these facilities be used for commercial purposes, of any nature at all. In any and all circumstances the Board of Directors retains the right to suspend any such written agreement summarily in case of transgression of any of the conditions. This is to the sole discretion of the Board of Directors and the Board shall entertain no claims of any nature and source whatsoever if any such an agreement is cancelled by the Board.
11. Under normal circumstances the Board of Directors will be friendly disposed towards the idea of presenting tournaments at these facilities. Any such approval, however, will be subjected to negotiations between the Presenters of such a tournament and the Board of Directors. No advertisement of any such tournament may take place before an agreement in writing is signed by both parties. In any and all circumstances the Board of Directors retains the right to suspend any such written agreement summarily in case of transgression of any of the conditions. This is to the sole discretion of the Board of Directors and the Board shall entertain no claims of any nature and source whatsoever if any such an agreement is cancelled by the Board.
12. It is the intention of the Board of Directors to install metering systems at both the tennis and squash courts to recover some of the maintenance costs of these courts directly from the actual users of these courts. These Rules of Conduct allows the Board of Directors the freedom to decide on both the fee/rate and the conditions for such a system and or systems and/or to amend same as the Board may see fit.
13. The Board of Directors directly and/or indirectly via its employees/contractors retains the right to suspend any user of any of these facilities (clubhouse, tennis court, squash court and the

terrain) from using these facilities if same has reason enough to conclude that further utilization may lead to the risk of damaging such facility and/or cause harm to any of its user(s) at any time. In any and all circumstances the Board of Directors retains the right to decide on this. This is to the sole discretion of the Board of Directors and the Board shall entertain no claims of any nature and source whatsoever resulting from such a decision. Merely by using these facilities the user(s) subject them/he/she -selves to this rule and no further correspondance shall be necessary.

14. Renting of the Clubhouse. It is possible for **residents** to rent the clubhouse for a specific occasion. The following rules are applicable:

14.1 The aim of the Board is to utilise the clubhouse in such a way that it will be a source of revenue but that it will not become a major source of frustration for the residents of the Estate. The Board accepts the fact that, whatever rules for the clubhouse may be, if it is utilised, there will always be some frustrations – some noise, etc.

14.2 A distinction is made between children parties and all other parties only.

14.3 Children parties: The fee for the utilisation of the clubhouse is R 350-00. The party has to stop at 18:00 on the day and there may be two parties on the same day – one until 13:00 and one from 14:00 to 18:00. If both sessions are booked, the fee is R 700-00. The clubhouse is available on the day of the party only – preparation for, the party itself and the cleaning up have to take place within the time constraints unless the fee is paid for an additional session, which means the fee, will be R 700-00 for the day.

14.4 All Other Parties.

- The fee for the day of the party is R 1 000-00.
- If the clubhouse is utilised on any other day than the day of the party, like for decoration prior to the party and/or cleaning up/removal of tables and chairs, etc, afterwards, the clubhouse has to be booked for any such day or part thereof – the “part” implies the full fee for a day. The same fee as for the day of the party (R 1 000-00) will be applicable.
- A deposit of R 3 000-00 is payable when the clubhouse is booked. The deposit or part thereof will be refundable after the party and an inspection by the Estate Manager. Any repairs of any damages/breakages will be refunded from the deposit. The remaining part of the deposit, if any, will be paid back on completion of the repair work.
- Any function/party/feast/whatever is at liberty to play music until 22:00/10 pm. Then the music has to be turned off completely – not “down” but off completely. Any transgression in this regard will result in the deposit being forfeited immediately.
- It is the responsibility of the organizer of the party to ensure that the guards at the gate have a name list of the quests from outside the Estate prior to the party. This list has to indicate the following detail: Names (not only of the driver but also of the passengers), the type/make and registration number of the vehicle and at least one contact telephone number of the quest(s) in this particular vehicle. Kindly note: Only these quests will be allowed into the Estate. If any other individual should arrive at the gate, claiming to be a quest, the organizer of the party will be contacted – he/she will then have to physically come to the gate to acknowledge that the “quest” at the gate is indeed a quest.

- The organizer of the party has to inform all guests that positive identification will have to be produced at the gate – the green RSA identity document, a valid passport, or a valid driver's licence.
 - The organizer of the party has to ensure that his/her guests stay in the immediate vicinity of the clubhouse. They are not to wander around in the Estate. If they are caught anywhere else in the Estate, they will be summarily dismissed from the Estate.
 - All guests have to be out of the Estate by 23:00/11pm. If they are not, the deposit will be forfeited in total.
 - The facilities of the clubhouse may only be utilised if it is booked – no impromptu parties shall be allowed on the premises of the clubhouse.
15. Bona fide picnics by families on the lawns on the clubhouse terrain will be permissible under the following conditions:
- 15.1 It has to be really a bona fide family picnic and not a disguise for something else.
- 15.2 Special care should be taken not to damage and/or endanger the lawns and/or the facilities of the clubhouse.
- 15.3 The making of fires on the ground is strictly forbidden. If a fire is made in some or other apparatus, care should be taken that the heat does not damage the lawn below such an apparatus.
- 15.4 The only available toilet facilities are in the clubhouse building, which is normally locked. It is necessary to make prior arrangements with the Estate Manager to unlock these facilities and to lock it again afterwards. Any such arrangement can only be made during normal office hours.
- 15.5 No littering shall be tolerated at all.
- 15.6 The area has to be cleaned properly afterwards and all refuse ***of any kind*** has to be removed from the area of the clubhouse by the family – immediately.
- 15.7 Families utilising this area for a picnic have to be very considerate towards other users of the same area and/or the surrounding dwellings. All matters, which could irritate other people, should be avoided altogether – noise pollution of any kind and littering are good examples of this.
- 15.8 Should the security personnel, for whatever reason, make requests to the family to stop certain activities, this should be adhered to ***immediately***. If this is not done, the security personnel shall instruct the family to evacuate the area ***immediately!***
16. No one may use the clubhouse area and facilities in any manner, which may be considered by the Board of Directors as being injurious to the reputation of Newmark Residential Estate. If this should happen during a function the security personnel may instruct the organizers of such an event to stop that immediately. Failing that, the function shall be summarily terminated. The Board of Directors shall not entertain any claims in this regard afterwards.

(II) REFUGE REMOVAL

1. These rules shall be applicable until such time as the Local Government provide this service. Until such time it has to be done via private contractors.

2. For security and other reasons no resident may use any other contractor for this service than the contractor appointed by the Board of Directors. Of course, it remains the prerogative of any owner/resident to dispose of his/her refuse him/her self.
3. Any refuse dumped on dormant stands shall be liable to a fine of R 550-00 per incident. This will be administered via the applicable levy account at the sole discretion of the Board of Directors. *Doubt shall always be in the favour of the Board of Directors!!*
4. The days on which refuse shall be removed shall be amended from time to time. The Board of Directors will communicate this with the residents. The obligation to ascertain this, however, rests with the resident.
5. Bins/refuse have to be placed on the pavement in front of the house *by 08:00 on the day of removal.* It will be emptied/removed at any time during the day. The bins have to be recovered from the pavement as soon as possible after the stand was serviced – it has to be removed, irrespective of whether it was emptied or not, on the morning of the day after the day of removal.
6. There is a clear distinction between domestic refuse and garden refuse. Because the service providers are being charged per weight at the dumping grounds, it is only fair that all residents abide by this distinction.
7. All refuse – domestic and/or garden – is to be placed in refuse bags. The service provider has the freedom to decide whether to remove the refuse or not if it is not in an appropriate bag.
8. Refuse is to be placed out every week and not accumulated. If this happens and the result is extra bags the next week, this will result in an additional fee for the surplus bags at the rate determined by the service provider.
9. In actual fact: Any resident enters into an agreement with the service provider for the removal of refuse – domestic and garden. For the convenience of all, these agreements between the residents and the service provider are administered via the levy accounts at a small fee from the Home Owners Association.
10. As the Board of Directors is for ever looking for more cost effective service providers/services, for the benefit of our owners/residents, these rules will change from time to time.

(III) MUNICIPAL SERVICES AND ACCOUNTS

Newmark Home Owners Association is not involved in this at all. It is entirely a matter between the owner and the applicable Local Authority.

(IV) BUDGET ROUTINE

1. In terms of Article 6 of the Articles of Association of the Newmark Home Owners Association the Board of Directors has the obligation to compile and approve the yearly budget. The Board of Directors has no obligation to submit same for approval to an Annual General Meeting before implementation.
2. The Board of Directors will submit the budget for scrutinisation and comment to the Annual General Meeting.
3. The financial year of the Newmark Home Owners Association runs from 1 July to 30 June the next year.

(V) LEVIES

1. All levies and other money due to the Newmark Home Owners Association are due and payable in advance on the first day of every calendar month.

2. Only payments done into the Standard Bank account of the Home Owners Association shall be recognised as valid payments. For convenience purposes the detail of the bank account is given below:

Name of Bank: **Standard Bank.**

Name of Account: **Newmark Residential Estate.**

Account Number: **202 813 657**

Branch: **012445 – Lynnwood Ridge.**

Reference Number(s): **Your Stand Number(s).**

3. All members of Newmark Home Owners Association are seriously requested to arrange access to electronic communication such as e-mail. This will enhance cost effective communication between the Home Owners Association and its members.

4. The accounts will be send out to the e-mail address as registered on our system by about the 20th of each month for the amount due on the 1st of the very next month. It remains the responsibility of the owner(s) to ensure that the particulars on our system are correct and to enquire if they did not receive the account by the 25th of the month.

5. The amount is payable on or before the 1st of the month into the bank account of the Newmark Home Owners Association.

6. Interest will be charged on all arrear accounts at the maximum rate allowed by the Usury Act.

7. Further penalties and/or legal action, as may be determined from time to time will be imposed on owners with accounts in arrear for 60 days or longer. The Home Owners Association shall be entitled to recover legal costs incurred on the attorney and own client scale.

8. Levies, at a rate as determined by the Board of Directors from time to time, are due to the Home Owners Association for the period a property in Newmark Estate is registered at the Deeds Office in the name of an individual/entity – irrespective of whether or not the registered owner(s) received an invoice/statement!

9. The Board of Directors can approve the temporary disabling of access cards and the MIRCOM system if levies and other money due to the Home Owners Association are in arrear for 60 days or longer. Such an owner will only be allowed access after completing the prescribed log(s) at the gate. It should be emphasised that access to the property is not denied! The management of the access card and the MIRCOM systems cost money – the owner in question is not contributing to this and is thus not entitled to the convenience of these system. Disabled access cards and the MIRCOM system will be reactivated by the Estate Manager within 24 hours after proof has been submitted that the full outstanding account has been settled.

10. The Directors may levy a penalty for issuing letters of demand on all accounts 30 days or longer in arrear at a rate as determined by the Board of Directors. Such a letter will normally accompany the next invoice/statement.

11. The Newmark Home Owners Association directly and/or via their appointed managing agent shall collect levies and other money due to the Association directly from the owners of units on stands 1, 81 and 82. The owners of units on these stands are at liberty to form their own Body Corporates, appoint their own managing agent if they so decide, decide on their own levy structure,

etc. No such decision will however have any practical influence on the relationship between the Newmark Home Owners Association and the owners of units on the said stands.

(VI) ADMINISTRATION

1. The Newmark Home Owners Association in General Meeting shall approve the administrative, management system and management service providers/employees to be utilised in Newmark Residential Estate.
2. Barring the restriction as in paragraph 1 above: The administration of the Estate is solely the responsibility of the elected Board of Directors. They may decide to delegate certain or all of the managerial functions to the appointed Managing Agent and/or Estate Manager. They cannot, however, delegate any of their responsibilities and/or liabilities towards the Newmark Home Owners Association to any one.
3. If so appointed the Management Agent will collect levies and other money due to the Home Owners Association on behalf of Newmark Home Owners Association.
4. All communication by the appointed Managing Agent and/or the Estate Manager to the members of Newmark Home Owners Association shall be regarded as being communication between the Board of Directors and the members of the Newmark Home Owners Association whether this is specifically indicated as such or not.
5. It is and will always remain the sole responsibility of the registered owner(s) of property in Newmark Residential Estate to ensure that the Estate's Management has their full contact particulars. This shall include but is not limited to the following: Full names of the registered owner(s) and/or legal entity; identity number and/or registered number in the case of any legal entity being the owner; physical address; postal address; all contact telephone numbers like home, work, cell phone; fax number if available/ applicable and e-mail address(es.)

(VII) ANNUAL GENERAL MEETING (AGM)

1. An AGM has to be held each year six months after the end of the financial year – 30 June. This has the implication that the AGM will be held towards **the end of November/beginning of December of each year.**
2. The Newmark Home Owners Association makes an appeal on all its members to endeavour to attend the AGM's in person. This will allow all members to give their in-puts in person.
3. It should be noted by all members that only those members whose levy accounts are fully paid at the start of the meeting are at liberty to attend and participate/vote at any AGM. In arranging the AGM the Board of Directors may stipulate a reasonable cut-off time to allow time for verification.
4. The owners of units on stands 1, 81 and 82 shall have each one vote per unit on any AGM of the Newmark Home Owners Association. The only condition is that the levy and other money due to the Newmark Home Owners Association for that specific unit is paid in full into the bank account of Newmark Residential Estate – see paragraph 2 under **(V) LEVIES** above. Kindly note that the Body Corporates of these stands are not members of Newmark Home Owners Association – the individual owners are.
5. Subject to the Companies Act and the Articles of Association of Newmark Home Owners Association the Board of Directors shall arrange any AGM as is practical and feasible.

(VIII) THE BOARD OF DIRECTORS

1. The Board of Directors is elected/appointed at an AGM and/or an Extraordinary General Meeting called for this purpose and/or other purposes as well.
2. A serving member of the Board of Directors may not be in arrear on his/her levy account. If he/she is found to be in arrear it shall be considered that he/she has resigned from office as of the 1st day of the calander month when the levy was due.
3. No serving member of the Board of Directors of Newmark Residential Estate may be directly and/or indirectly involved I any way whatsoever where financial gain is an element, with any service provider rendering any service to the Home Owners Asso-ciation in any capacity.
4. By making themselves available for election on the Board of Directors any member accepts the obligation to serve as such at least until the next AGM. It is accepted that extraordinary circumstances may prohibit this.
5. The composition of the Board of Directors is free choice of the AGM on condition that the majority will represent residential stands with no links whatsoever with property on stands 1, 81 or 82.

(IX) SERVICE PROVIDERS

1. Paragraph 1 under this part (VI) ADMINISTRATION is excluded here specifically.
2. The Board of Directors are at liberty to appoint service providers as is necessary on the condition that the tenders/quotations of at least three comparable service provi-ders were called for and considered.
3. A service provider who has regular engagements in Newmark Estate may register with the Estate Manager. The Estate Manager may, at his/her sole discretion, provide such a service provider with an access card.
4. Under normal circumstances all service providers are subjected to the same rules and restrictions as are applicable on contractors.

(X) FINES AND PENALTIES

1. The Board of Directors is authorised by the Newmark Home Owners Association to levy fines on individuals transgressing any of the Rules of Conduct.
2. Any owner/member of Newmark Home Owners Association will be held respon-sible for any/all transgressions committed by the members of his/her households, his/her domestic employees, his/her visitors, his/her contractors and/or his/her lessee's. No contract between an owner and his/her lessee shall negate in any way whatsoever the obligation the owner has towards Newmark Home Owners Association.
3. The following fines and penalties shall be applicable:

Normal House Rules	Fine/Penalty
First Transgression.	A written warning indicating which rule is transgressed.

Second transgression.	A fine of R 550-00.
Third transgression.	A fine of R 1 000-00.
Subsequent transgressions	A fine of R 1 000-00 per incident.
Contractor transgressions	A fine of R 550-00 per incident. The building operation is suspended until the fine is paid in cash at the Estate's Office.
Speeding transgressions	A fine of R 550-00 per incident. Entrance into the Estate shall be refused to a visitor and/or contractor the next time until the fine is paid in cash at the Estate's Office.

ALL FINES SHALL BE RUNNING OVER A TWO YEAR CYCLE.

6. Should the transgression committed be of such a nature, to the sole disgression of the Board of Directors, that would result in public prosecution and/or a civil liability claim against the transgressor, the Newmark Home Owners Association still reserves the right to impose the appropriate monetary fine and/or sanction.

7. The Newmark Home Owners Association via its appointed Board of Directors have the liberty and right to introduce and enforce payment of fines against transgressors of any of the conditions of these Rules of Conduct, its annexures and/or its amendments. For this purpose, if necessary, the Board of Directors is fully entitled to utilise funds of the Association to enforce the said Rules of Conduct in any reasonable way. Any such expenditure of Association funds shall be for the account of the transgressor where legal relief was the only alternative available to the Board of Directors.

8. No Resident/Owner may refuse receipt and/or delivery of any notice in terms of the Rules of Conduct. Refusal will result in the placement of the notice in the normal fashion, ie attachment to the gate or the front door or as the case may be. Any such notice will be affected by the security personnel and will serve as proof enough that such notice was served.

9. Any appeals against any fine will only be considered by the Board of Directors if it is submitted in writing. It will be considered at the next meeting of the Board after it was received by the office of the Estate Manager. The decision of the Board of Directors is final.

PART 5 – ESTATE AGENTS, SELLING/LETTING OF PROPERTY

1. An Estate Agent who wishes to operate in Newmark Estate has to apply for and be accredited with the Board of Directors at the fee as the Board of Directors may decide on from time to time. The detail is obtainable from the Estate Manager.

2. Kindly note that individual agents are accredited and not the Estate Agent Agency for whom they work. This is a personal relationship between the individual Agent and the Management of the Estate. An agreement is signed between the individual Agent and Newmark Home Owners Association.

3. Any owner/member of Newmark Home Owners Association is at liberty to appoint and utilise any Estate Agent of his/her own choice - it needs not be an accredited agent. Any such agent may not become involved in the selling of any other property than that of the specific owner. If this

is proofed beyond reasonable doubt the applicable accreditation fee becomes payable immediately at the sole discretion of the Board of Directors.

4. Clearance Certificates for any property in Newmark Residential Estate may only be issued by the Board of Directors on behalf of the Home Owners Association. The fee applicable for this may not be alienated from the sole benefit of the Association by any organ other than an Annual General Meeting.

5. The Estate Manager, or someone specifically appointed by the Board of Directors for this purpose, may only issue a clearance certificate after sufficient proof is submitted of the following:

5.1 That all financial and other obligations by the seller of such property have been met at the date requested for transfer and a period of three months from the date the request is received. **Only payments into the bank account of Newmark Residential Estate shall be accepted – See Part 4 (v) for details of the bank account or contact the Estate Manager.**

5.2 A fully completed and signed undertaking is received by the buyer that he/she has read and fully agreed to all matters related to the Rules of Conduct of the Newmark Home Owners Association including his/her financial obligations.

5.3 A fee as may be determined by the Board of Directors for issuing a Clearance Certificate shall be applicable.

5.4 **The Estate Manager, or someone specifically appointed by the Board of Directors for this purpose, may not issue a clearance certificate unless the above mentioned conditions were fully met.**

6. As far as letting of property in Newmark Residential Estate is concerned the Rules of Conduct take serious cognisance of the following:

6.1 The majority of owners who are letting their property in Newmark Estate are not actually residing in the Estate themselves. *Their wives and children are not at risk by their tenants.*

6.2 The majority of resident/owners in Newmark Estate are not in the letting business. *Their wives and children are at risk by the tenants of owners not residing in the Estate.*

6.3 The reasonable rights of both parties are acknowledged by the Rules of Conduct. The phrase “reasonable” should be noted specifically.

7. As far as all tenants are concerned the following rules shall be applicable.

7.1 The Tenant is the Tenant of the owner and not the Tenant of Newmark Home Owners Association. As Newmark Home Owners Association is not a party in any agreement between the owner and the Tenant, via an Agent or not, the Association does not recognise any other responsibility for the property than that of the owner.

7.2 If the levy account of the owner, towards Newmark Home Owners Association, as is required in these Rules of Conduct, is in arrear the Home Owners Association via the Board of Directors reserves the right to impose such restrictions on the Tenant as the Board may deem fit. This shall be applicable irrespective of whether or not the Tenant fulfilled all his/her obligations towards the owner.

7.3 The Home Owners Association reserves the right not to issue to any tenant an access card, to deactivate same and to insist on the termination of any lease agreement the owner may have with the any tenant. The Board of Directors will supply the owner with reasonable reasons for this on request of the owner but shall entertain no claims for damages the owner may suffer under any circumstances whatsoever.

- 7.4 All applicable elements of the Rules of Conduct shall be enforced on any tenant and any fines that may be imposed shall be recovered from the owner. Whether the owner recovers this or not from the tenant is of no concern to Newmark Home Owners Association, the Board of Directors and/or Management.
- 7.5 The cost of services arranged via Management to residents, like refuse removal, will normally be administered via the levy account of the owner of the property. Unless this is as such arranged between the owner and the tenant and the Estate Manager is informed accordingly, these services to tenants will be based on an arrangement directly between the tenant and the service provider.
8. Procedure in Selling Property. Newmark Home Owners Association fully subscribe to the principle that any owner may sell his/her property and/or properties as he/she may deem fit. The following rules shall be applicable.
- 8.1 Over and above, in an even handed way, make information available on request, the Estate Manager shall not be involved in the buying and selling business.
- 8.2 The responsibility of supplying the buyer with a copy of these Rules of Conduct for the buyer's scrutinisation and study rests with the seller and/or his/her agent. Before a clearance certificate may be issued a legally binding certificate signed by the buyer has to be submitted to the Estate Manager. In such a certificate all relevant detail of the buyer have to be reflected as well as the fact that he/she fully endorse these Rules of Conduct and accepts all obligations of same.
- 8.3 The basic procedure is:
- The seller and/or his/her representative makes a written request for clearance figures – indicating the detail of the buyer and the date until when the figures have to be valid.
 - The Estate Manager will supply the entity who requested the figures with an invoice – or cause it to be supplied within a reasonable time. This shall always include all monies due to Newmark Home Owners Association plus interest if applicable, the levy contribution for three months in advance and the applicable fee for issuing the clearance certificate.
 - Once confirmation is received that the correct sum is paid into the account of Newmark Residential Estate (the Standard Bank account) and the certificate from the buyer is received, the Estate Manager shall issue the clearance certificate within a reasonable time.
 - The Estate Manager shall inform the entity who requested the clearance certificate, or cause it to happen, that the certificate is ready for collection.
 - No clearance certificate shall be posted. The entity who requested the certificate shall collect it from the Estate's Office or cause this to happen.
- 8.4 If the period for which a clearance certificate was issued lapse before confirmation of registration of new ownership at the Deeds Office is received a new application has to be made including all the financial obligations to all.

ARCHITECTURAL AND AESTHETICAL GUIDELINES

-

**TOWN PLANNING
SPECIFICATIONS**

-

APPROVAL OF PLANS

-

CONSTRUCTION PHASE

-

SECURITY

-

CODE OF CONDUCT



SIMPLY THE BEST

PART ONE: INTRODUCTION

1. Originally, the developers of Newmark Residential Estate have adopted the approach that the Estate will reflect a safe village wherein street landscapes and buildings will compliment each other. The Board of Directors decided to uphold this approach. The architectural and aesthetical guidelines, the site and design specifications as well as the rules applicable during the construction phase, contained in this document, are aimed to ensure that each dwelling will be in harmony with it's neighbour, the public spaces and the street environment.
2. Compliance with these guidelines and rules will ensure that all Owners of property in the Estate, whether actually a resident or not, will enjoy the benefits of a well organized, secure Residential Estate and that property values are sustained in the medium to long term.
3. These guidelines and rules will, from time to time be updated and/or amended to satisfy specific needs and/or to comply with new regulations, laws or by-laws as the case may be.
4. It is the intention of the Board of Directors to ensure compliance with these guidelines and rules in a spirit of co-operation and mutual support. However, the Board of Directors has the obligation to ensure compliance and will endeavour to fulfil its obligation – even if this should lead to friction.

PART TWO: ARCHITECTURAL AND AESTHETICAL GUIDELINES

5. No specific architectural style is prescribed but architects are encouraged to design dwellings influenced by vernacular/rustic images (i.e. French Provencal, Free State Sandstone Houses, or New Modern African Architecture). Care should also be taken to ensure that no two dwellings shall look alike.

6. Components of the Building

6.1 The Roof

6.1.1 A building envelope parallel to the natural ground line must be indicated on drawings in order to ensure that the height restriction is not exceeded. The maximum height from any roof apex to the natural ground level directly below may not exceed 8.5m. Only pitch roofs to be used with a minimum pitch of 10° and not exceeding 30°. Double pitched roofs are to be evenly pitched. Eighty percent of the roofed area has to comply with this specification. The remainder of the roofed area, 20%, may be flat-roofed. Limited use of parapet walling will be allowed on condition that it is simple in design.

6.1.2 Only the following types of roof material shall be accepted:

- (1) Undulating concrete or clay roof tiles.
- (2) Slate
- (3) The colour of the roof tiles is to be terracotta, similarly coloured, or mixed earthy colours for a weathered look.
- (4) Chromadek corrugated roof sheeting – earthy colours.

6.2 Gutters. All gutters have to be powder-coated aluminium or Chromadek in earthy colours.

6.3 Windows and Doors

6.3.1 Window frames shall be made out of aluminium or wood. Any variety of pane sub-division is allowed in order to suit the house. External burglar bars are not permitted.

6.3.2 Internal doors are at the discretion of the owner.

6.3.3 No type of expanding and/or other security doors will be allowed in any external position unless specifically approved by the Board of Directors, which shall only be considered after written proof of consent by all neighbours is submitted prior to installation.

6.4 Walls

6.4.1 Wall finishes may be plastered and painted, face brick or stonework. Where rough or textured plaster work or a painted technique finish is proposed, the Board of Directors shall request a sample and/or clear indication/description (colour code, etc) before final approval shall be granted – provisional approval shall not negate the prerogative of the Board of Directors to delay its final decision.

6.4.2 To create the village image, at least 4 square metre of natural sand stone cladding shall be incorporated in street boundary walls or, where no street boundary wall is provided, on a wall or walls facing the street.

6.5 Engineer's Design. Provision shall be made in the design for expansive soils. A registered structural engineer shall be employed for the design of foundations, concrete slabs and for

concrete slabs of double storeys in the Estate. This engineer's signature has to appear on the plans when the plans are submitted to the office for approval.

6.6 Chimneys, Eaves and Parapets. Chimneys proposed to be plastered masonry or natural sand stone with approved moulded capping. The height of the chimneys will be restricted by the height restriction. Limited use of parapet walling will be allowed on condition that it is simple in design.

6.7 Colour Scheme. The proposed external colour scheme is to be submitted for approval together with the plans. Only soft colours with low reflection will be permitted. Earthy colour schemes are preferable. It is acceptable to the Board of Directors, although the colour scheme is to be submitted with the plans (colour code and sample), that this matter be finalised at a later stage. This has to be done before final approval shall be granted.

6.8 Aerials, Air Conditioning and Solar

6.8.1 TV and radio aerials and satellite dishes will not be allowed to protrude and great care to be exercised in the placing thereof.

6.8.2 Solar water heating panels to be flush with the roof.

6.8.3 Any air conditioning units on the outside of walls shall be effectively screened and camouflaged so that it will not be visible from the street and/or other properties. All of the above should be clearly shown and annotated on the plans. If not, final approval of these has to be obtained from the Board of Directors after occupation of the dwelling but before the actual installation of it. The may instruct an owner to rectify this, if to the discretion of the Board, it is not screened satisfactorily.

7 Boundary Walls

7.1 The boundary walls facing the street have to be decorative and the design should be submitted for approval together with the final plans. The maximum height of the street boundary wall may not exceed 1,8m from the natural ground level. The side and back boundary wall may not exceed 1,8m from the natural ground level. No pre-cast boundary walls and/or palisades of any description shall be allowed.

7.2 Yard and screen walls have to compliment the basic materials of the building and have to be indicated on plans. Staff accommodation and kitchen areas have to open into screened yards.

7.3 Washing lines shall be fully screened and not visible from the street elevation – fully screened by the boundary walls. A collapsible/removable type of washing line is preferred to the standard rotating type.

7.4 Boundaries walls shall have a stable permanent surface – plastered and painted, erected with face bricks or natural sand stone cladding, steel trelliswork or wooden poles. Whatever design is suggested – the bottom 600mm shall be a solid wall. No imprinted concrete shall be allowed. See paragraph 6.4.2 above as well. Whatever the surface, it has to be treated and main-tained to the satisfaction of the Board of Directors.

7.5 There are 55 stands, which have boundary walls linking into the outer peri-meter wall of the Estate – these are the boundary walls between the stands. This is a serious security risk as criminals may use these boundary walls as a platform to jump over the outer perimeter wall. On top of the last two meter, directly adjacent to the outer perimeter wall, of all these walls

have to be spiked in such a way that it is impossible for a criminal to utilise these walls as platform to jump over the perimeter wall. This has to be done to the satisfaction of the Board of Directors – for the account of the applicable owner.

7.6 All stands adjacent to walkways shall plaster and paint the side of the wall in the walkway and not leave it as is the case for other boundary walls. The complete surface has to smoothly plastered and painted the same colour as the clubhouse. Obtain detail from the Estate Manager.

8 Driveways. All driveways shall have a paved, stable and permanent surface. No painted and/or imprinted concrete shall be allowed. Only brickwork, pavers and cement cobbles or simulated stone cobbles shall be acceptable.

9 External Lighting. It is desirable that security and other external lighting to any property should be so located and focused as to minimize light pollution outside the boundaries of the property. It is desirable that streetlight, while meeting the minimum lighting requirements for which it is installed, should be of minimal brightness and should minimize light pollution beyond the street boundary. All external lighting shall be so screened that the light is deflected downwards.

10 Trees. Owners are encouraged to include a landscaping plan amongst the plans submitted to the Board of Directors for approval. Only indigenous trees should be planted on pavements. The owner shall be responsible for the maintenance of any and all such trees.

PART THREE: TOWN PLANNING SPECIFICATIONS

11. Authority of Local Authority. The contents of these guidelines and rules are subject to the authority, laws, by-laws and regulations of the applicable local government authority, the National Building Regulations as well as the same of any other applicable governmental structure. No action, omission and/or neglect by the Board of Directors and/or its delegates shall in any way whatsoever be construed as if the Board of Directors and/or its delegates granted authority to anyone to act in any conflict whatsoever to the authority, laws, by-laws and/or regulations of any applicable governmental structure.

12. Surveying of Property. It is and will always remain the sole responsibility of the owner of any property in Newmark Residential Estate to ensure that his or her property is properly and correctly surveyed.

13. Building Lines

13.1 Street boundary - 5 metres for house and 5 metres for garage

13.2 Side boundaries - 2 metres for single storey and 3 metres for double storey

13.3 Back boundary - 3 metres for single storey and 4 metres for double storey

13.4 Swimming pools are subjected to the same restrictions as for the main building.

13.5 Servitudes - As per the Conditions of Township Establishment

Note: For all corner stands only one of the street boundaries will be considered a street boundary, the other shall be considered a side boundary – at the discretion of the owner.

14. Height of Buildings. Buildings are allowed a maximum height of 8.5 metres measured from the natural ground level to the highest point including chimneys, eaves and parapets. A building envelope is to be formed with the height restriction, which is not to be exceeded at any point.

15. Coverage

15.1 Any dwelling to be erected on a stand shall have a minimum ground floor foot print of 200m².

15.2 Coverage of the building may not exceed 50% of the stand. The coverage area of the first floor may not exceed 70% of the ground floor's footprint.

16. Site Development. Owners of the individual sites will be required to do a detail contour survey at 500mm intervals and to include indigenous trees on the site plan to be submitted with the other plans.

17. General

17.1 No second dwelling may be erected on any one stand.

17.2 Outbuildings may not be built and utilized as dwellings before the main building has been built or at any stage thereafter. *Outbuildings are not dwellings!*

17.3 In the event of outbuildings being a separate building, it must be compatible in form and character to the main building. Only one outbuilding per stand will be permitted. Only one kitchen in each dwelling unit will be allowed. No outbuilding shall have a kitchen.

17.4 No separate tool shed or storage room – separate from the main building - will be permitted. No pre-fabricated garden sheds and/or Wendy houses will be allowed on any occupied stand in the Estate.

17.5 No thatched lapas will be allowed.

17.6 No flat roofed carports and/or any other steel structured carports will be allowed.

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

17.8 No dwelling may be occupied, under any circumstances whatsoever, unless an Occupation Certificate was issued by the applicable local authority and the same was counter signed on behalf of the Board of Directors.

- 17.9 It is accepted that some mistakes about this were made in the past but care should be taken to ensure that no two houses have a similar appearance. Plans may be rejected by the Board of Directors because of this.

PART FOUR: APPROVAL OF PLANS

18. General Requirements

- 18.1 No building plan for any dwelling in Newmark Estate shall be eligible for sub-mission to the Local Authority for approval until and unless the Board of Directors has given confirmation by signing that such proposed plan complies with the rules and regulations of the Estate.
- 18.2 No building work may commence on site until the plans have been approved by the Board of Directors and the Local Authority. Although this will not apply to internal alternations to existing buildings this does not absolve the owner from complying with any existing regulations or building laws with regard to such alterations.
- 18.3 All plans for construction or alternations to buildings shall be prepared by a registered architect or suitably qualified and registered draughtsman, who shall submit their details as per prescribed form. See Appendix A.
- 18.4 Plans handed in at the Board of Directors for approval shall be accompanied by an application form signed by the stand owner. See Appendix B.
- 18.5 The plans shall be endorsed by all adjacent landowners prior to submission to the Board of Directors. The Board of Directors, via the Office of the Home Owners Association shall not accept any plans for approval without all such endorsements. See appendix C.
- 18.6 The Office of the Home Owners Association shall not accept any plans for approval unless the levy of that specific stand is paid up in full and the applicable fee for scrutinising the plan has been paid.
- 18.7 No deviation from the approved drawings/plans will be permitted unless the revised drawings/plans are resubmitted and approved in writing prior to construction by the Board of Directors and/or the local authority as the case may be.
- 18.8 Building plans to be in accordance with the standards of design prescribed by these Architectural and Aesthetical, Town Planning Specifications, etc, as well as any and all requirements laid down by the applicable local authority and/or within the framework of the National Building Regulations – whether such plans apply to new or existing buildings.

19. Plans to be Submitted. The following plans and documents are to be submitted for consideration/approval, prior to submission to the local authority, at the Office of the Home Owners Association:

- 19.1 Sketch Plan/Site Development Plan. Although it is not compulsory, it is recommended as it may save costs for the owner. Sketch plans/site development plans should not be confused with detail or final plans, which have to be submitted to the local authority. The Board of Directors shall consider the sketch plan/site development plan to see whether such a plan complies with these guidelines and hand it back to the owner or his/her Architect or as the case may be. The final/detail plans can then be based on such a sketch plan/site development plan. As far as sketch plans/site development plans are concerned, kindly note

the following requirements as far as detail is concerned. ***(Kindly indicate clearly that it is a sketch/site development plan!)***

- * A site plan, floor plan and sections and elevations (1:100);
- * Dimensions, construction materials and finishing (like the colour scheme) should be clearly indicated.
- * The site contour plan with 500mm contours.
- * If it is planned to plant trees in front of the house – note only indigenous trees are acceptable.

19.2 Final Plans. Final plans are to be submitted for approval by the Board of Directors prior to submitting such plans to the local authority for approval. The plans should cover the following information – clearly:

- * Site plan, floor plan(s), sections and elevations (1:100)
- * Dimensions, materials and finishing of all structures to be built. Cover the surfaces, screen walls and colour schemes of all;
- * The detail of boundary walls and/or balustrades and the design thereof;
- * Position, design specification and size of all site details not forming part of the main structure (e.g. satellite dishes, antennae, etc) must be shown;
- * The cladding and the specifications thereof in terms of size and material should be indicated clearly.
- * All services installations as is required by the local authority;
- * Sufficient technical detail as is required in terms of the National Building Regulations for approval by the local authority. In this regard it should be noted that an Engineering plan is required for concrete works such as the foundation and the slab.

20. Responsibility of the Owner. It is the owner's responsibility to submit the plans to the Board of Directors and, once it is approved by the Board of Directors, to the local authority. The approval of the design by the Board of Directors is in general terms only and is subject to the approval by the local authority. After the plans were approved by the local authority, the owner has to ensure that a copy of the approved plans (a set of the plans) is filed at the Office of the Home Owners Association. No construction on any site will be permitted unless a local authority approved plan is filed at the Estate's Office.

21. Number of Plans to be Submitted

- 21.1 Sketch Plan/Site Development Plan: Two sets of plans, of which one is to be coloured, have to be handed in at the Estate's Office. The Board of Directors shall scrutinise the plan and, if approved, sign both. The Office will keep the coloured one on record and hand the other one back to the owner.
- 21.2 Final Plans. The local authority has its own requirement for the number of plans to be submitted to them for approval. The number of plans as required by the local authority plus one set of plans have to be handed in at the Estate's Office. The Board of Directors shall scrutinise the plan and, if approved, sign all copies of the plan. All copies shall be returned to the owner or his/her representative for submission to the local authority. After approval by the local authority one set, originally stamped and signed, has to be handed in at the Estate's Office to be filed. **Construction may not commence on the site unless an approved copy of the final plan is filed at the Office!!**
22. Approval Fee
- 22.1 If a sketch plan/site development plan is submitted an approval fee of R 500-00 (five hundred rand) is payable on submission for each site/plan.
- 22.2 If a sketch or site development plan was submitted and the fee for that was paid the fee for scrutinising the final plan by the Board of Directors is R 2 000-00 (two thousand rand) payable on submission for each site/plan.
- 22.3 If no sketch or site development plan was submitted the fee for scrutinising the final plan by the Board of Directors is R 2 500-00 (two thousand five hundred rand) payable on submission for each site/plan.
- 22.4 The approval fee of the local authority is a matter between the owner and the local authority.
23. All plans have to be folded into A4-size – no rolled-up sets of plans shall be accepted by the Estate's Office.

PART FIVE: CONSTRUCTION PHASE

24. No construction work of any kind may commence on site unless the Estate's Office is in possession of a set of final plans, which has been approved by the Board of Directors and the Local Authority. Although this may not apply to internal alterations to existing buildings, this does not absolve the owner from complying with any regulation, law, by-law, etc, regarding such alterations.

25. All contractors utilised by owners during any phase of construction have to be registered at the National Builders Registration Council and must submit proof thereof during the discussion with the Estate Manager before construction begins. All sub-contractors have to be registered at the appropriate controlling body for that specific trade.

26. Any and all contractors, including sub-contractors of all kinds specifically, are the contractors/sub-contractors of the owner and not of the Home Owners Association. It is and will always remain the responsibility of the owner to manage and control their contractors. **The Board of Directors shall talk to the owner/member of the Home Owners Association if and when any of his/her contractors transgress any of the rules of the Estate. It is the responsibility of the owner to ensure that his/her contractor(s) knows and obeys the rules. In practical terms the implication of this is: If a contractor transgresses the rules of the Estate and a fine is imposed by the Board of Directors, the owner shall be fined. Whether or not the owner recovers the amount of the fine from the contractor or not, is of no concern to the Board of Directors!!**

27. No construction work – **no work at all** – may commence on any building site until the following have taken place:

27.1 A copy of the approved – by the Board of Directors and the Local Authority – final plan was submitted at the Estate's Office.

27.2 The water connection and the metering thereof were arranged with the local authority and it is installed and functional.

27.3 There is a toilet – one for every construction site – installed and functional as well as the regular servicing thereof was arranged. Only chemical toilets shall be allowed. It should be suitably placed on the site as to be out of view as much as is possible. The door should be kept closed and turned away from the street and/or neighbours. The toilet should be screened off at all times. ***Some employees have the tendency to urinate wherever they feel like it. This shall not be tolerated at all. Employees who are seen doing this will be summarily dismissed from the Estate and the owner shall receive a fine of R 550-00.***

27.4 There is a tool shed installed and secured on the site. This shed is to be utilised as a storing facility for building material and/or tools. The door of this shed is to be secured properly when no workers are on site – after hours and weekends.

27.5 Adequate provision was made to collect rubbish, like food wrappings and cement bags, on the site to prevent it from being spread all over the Estate by the wind - one or two 200-litre drums are recommended.

27.6 A pavement deposit of R 5 000-00 (five thousand rand) was paid into the bank account of the Home Owners Association – proof to be submitted to the Estate's Office. Bank: Standard Bank. Name of the Account: Newmark Residential Estate. Account Number: 202813657. Branch and Code: Lynn-wood Ridge – 012 445.

27.7 The owner and the contractor(s) were briefed by the Estate Manager on the applicable rules during the construction phase. Whenever, during the construction phase, the main contractor is changed as it normally happens, this briefing is to be repeated. This is necessary to eliminate the “We did not know ...” syndrome problem of many a contractor.

27.8 The dwelling/unit is enrolled at the NHBRC and proof of this is submitted at the Estate’s Office.

28. Damage of any kind whatsoever (contractors, deliveries, etc) caused during the construction phase to the infrastructure on the site, adjacent to it and/or on route to the site within the Estate will be repaired with funds out of the pavement deposit. The balance of the deposit will only be released on inspection by the Board of Directors and on submission of the Occupation Certificate issued by the Local Authority by the owner. The owner is at liberty to repair any such damage him or her self on the condition that the Board of Directors is satisfied with the standard of the repair work – in which case the amount of the pavement deposit remains in tact.

29. The owner/contractor shall make adequate and proper facilities available to employees for sanitation and cooking. The burning of rubble on site is strictly prohibited – even more so if it may present a fire hazard. The area where employees dress and wash before and after work shall be screened with due regard to the neighbours and passersby.

30. Building material, which, because of the bulk thereof – like bricks, should be stacked on the site in such a way that it will not interfere with the flow of traffic and/or pose a threat to passersby. In this regard, the stability of stacks of bricks should receive special attention. Although it is prohibited, children might still play on any building site over weekends – unstable stacks of building material poses a serious threat to them.

31. A trained and responsible supervisor shall be placed in charge of each building site whenever any work is being done. Obviously, this individual has to be fully conversant with the rules and regulations of the Estate and being empowered by the owner/contractor to control the other employees. This individual should ensure the following:

31.1 That all employees stay at the site and do not roam around in the Estate.

31.2 That all water taps/outlets are properly sealed before the employees leave the site at the end of the working day.

31.3 That all rubbish is collected and placed in a container to prevent it from being spread all over the Estate by the wind.

31.4 That all stacks of building material are stable and that it does not pose a danger or hazard to children or passersby.

31.5 That the doors of the toilet and the tool shed are properly secured.

32. During the rainy season, more so than during other times, delivery vehicles dump mud as well as other rubbish and sand on the streets on their way to and from the construction site – in the Estate. The main culprits are the concrete trucks but they are not the only ones. **It is the responsibility of the owner/contractor to clean the streets – from Silver Lakes Road to the site and back – immediately after the deliveries were made.** Cleaning of the streets after such a delivery should form part of the planning for any concrete work – specifically. *Bear in mind that the Board of Directors has no influence on these contractors.* At the discretion of the Board of Directors, if the owner/contractor does not clean the streets immediately, the building operation on the site may be suspended until such time as the streets are cleaned. Alternatively, the Board of Directors may decide to clean the streets and fund the cleaning from the pavement deposit.

33. While the Board of Directors does understand that a construction operation is not necessarily a neat and tidy affair every endeavour has to be made to keep it as tidy as is reasonable. Owners/contractors shall provide adequate facilities for rubbish collection and arrange the removal thereof from the site on a regular base – building rubbish specifically. No rubbish may be burnt or buried on site. **The Friday of every fourth night shall be used by all owners/contractors to tidy-up their building site(s) properly.** If this is not done by the owner/contractor the building operation on that specific site will be suspended on the Monday following that Friday to enable the contractor to do what he/she was supposed to be doing the Friday.

34. The written permission of the owner of any vacant/dormant stand is to be obtained and submitted to the Estate's Office prior to any such stands being utilised during the construction phase. All the rules applicable to any construction site shall also be applicable to these sites. On completion of the building process such a stand has to be restored to its original status. The pavement deposit will only be refunded after this was done to the satisfaction of the Board of Directors and the owner of that stand.

35. No advertisement boards of any kind will be allowed on any building site at any stage of the construction process unless it was specifically arranged via the Estate's Office by the owner of the stand. If the property is "For Sale" the owner can obtain the applicable board at a fee of R 50-00 from the Office. The only other board that will be allowed is a neat and professional board – 300mm x 600mm – depicting the stand number to facilitate deliveries.

36. Construction is allowed only between 07:00 and 18:00 on normal working weekdays – **no contractor and/or contractor employee shall be allowed into the Estate before 07:00 and all contractors and their employees have to be out of the Estate by 18:00 – NOT STOP WORKING ON THE SITE BUT OUT OF THE ESTATE.** During these hours there is no restriction on the construction activities of the contractors. No construction will take place on Saturdays. Under exceptional circumstances and then only after the procedure described in paragraph 37 hereunder has been followed, will a contractor be allowed to work between 08:00 and 12:00 on a Saturday. **Under no circumstances whatsoever will any construction work be allowed on Sundays and/or any Public Holiday nor will contractors or their employees be allowed into the Estate on these days!!**

37. During almost all building projects it happens that it is simply not practical to adhere to the working hours as stipulated in paragraph 36 above. In most cases this will happen when concrete work/deliveries is taking place. It is the intention of the Board of Directors to be as accommodating as is reasonable. The other side of the coin is however that the Board of Directors has a responsibility towards the individuals already residing in Newmark. As far as a request for extended working is concerned kindly take note of the following:

37.1 The Board of Directors will make an assessment of the whole situation before a decision is made. In this assessment a number of things will come into play. Examples: Is the request due to bad planning or no planning by the contractor? What is the “track-record” of the contractor as far as obeying the rules is concerned? Did the contractor work on the other days prior to this day or is he/she only working on Saturdays? There are a few more in this vein. *The owner and/or the contractor should never take it for granted that permission will be given. The Board of Directors can never under any circumstances be held hostage if the contractor committed him/her self and will suffer a financial loss if the Board of Directors refuse him/her extended working hours!!!*

37.2 The owner – **not the contractor** – shall liaise with the residing neighbours/nearby residents and negotiate with them for their permission to work extended hours. The Estate Manager is to be informed by the neighbours/nearby residents – not by the owner or his/her contractor – of their consent to grant the request. **Unless this is done the Estate Manager may not consider the option of granting permission for extended working hours to anyone!!**

37.3 The request for extended working hours is to be submitted to the Estate Manager either in person or telephonically – not to any one else. Under no circumstances may any such requests be submitted to the security personnel – **the security personnel may not grant any such permission!!!**

37.4 No “on the spot” requests will be considered under any circumstances. All requests for extended working hours have to reach the Estate Manager at least two full working days before it is intended. Example: If planning seems to indicate that it is likely that extended hours will be necessary on a Thursday-evening, the request should be submitted to the Estate Manager on the Tuesday-morning – latest!!

- 37.5 It has become the habit to request for extended hours on a Friday-night, to float after concrete was delivered during the day – even sometimes for the Saturday and/or Sunday. The Board of Directors has a problem with this – why must residents suffer the inconvenience because it suits the contractor purely financially? The Board of Directors shall grant such permissions only under exceptional circumstances.
38. Deliveries of supplies shall be restricted to normal construction hours. As far as deliveries are concerned the following shall be applicable:
- 38.1 The time it will take to offload the consignment should be taken into consideration. When a delivery vehicle arrives at the gate a few minutes before 18:00, and it clear that will take some time to offload the consignment, access to the Estate will be refused to that delivery – even if it is not 18:00 yet. **Owners and/or contractors are requested to make sure that their suppliers are aware of this ruling by the Board of Directors.**
- 38.2 Owners have to realise that they shall be held responsible for all damage caused by their suppliers to the infrastructure of the Estate.
- 38.3 Delivery vehicles and their personnel shall be subjected to the same set of requirements as for any other contractor. ***See paragraph 42 below specifically!!!*** Owners and/or contractors have to inform their suppliers of this requirement. ***If someone should suffer a financial loss because entrance into the Estate was refused by the security personnel because a supplier did not conform to the rules, such a person shall have no claim against the Board of Directors!!!***
- 38.4 The security personnel shall not sign for any delivery under any circumstances. It is the responsibility of the owner and/or the contractor to have a responsible individual on site during a delivery to accept it. If it should happen and there are any discrepancies the individual who will suffer the loss shall have no claim against either the Board of Directors and/or the Security Service Provider.
- 38.5 The security personnel at the gate may not accept anything on behalf of anybody – ***nothing at all!!!*** If anything is left at the gate and there are any discrepancies the individual who will suffer the loss shall have no claim against either the Board of Directors and/or the Security Service Provider. ***The gate is not a branch of Postnet or any other courier company for that matter!!!***
39. Construction should not be interrupted for extended periods apart from statutory builder's holidays. A period of two weeks (10 working days) shall be accepted as being a "fair" interruption. Construction has to be completed within 12 months from the date it started on the site. Should circumstances force an owner into a situation where he/she has to suspend the building operation for some time outside the rule, he/she has to submit a written request to the Board of Directors to relax the rule. In this request the reasons should be stated clearly to the satisfaction of the Board of Directors. The primary reason for this rule is the risk of theft from partly finished houses for

extended periods. The aim is actually to protect the interests of the owner – it is very difficult to safeguard such a structure from theft.

PART SIX: SECURITY

The Board of Directors shall not tolerate any abuse of the security personnel under any circumstances whatsoever. It is a simple fact that the security personnel do not make the rules - that is being done by the Board of Directors. The security personnel's mandate is to enforce the rules laid down by the Board of Directors. It serves no purpose at all to get into arguments with the guards – they may not change the rules, if they do the individual will be fired on the spot. If an owner and/or contractor are not happy with a rule the proper way to deal with it is to discuss the matter with the Estate Manager – not by abusing the guards.

40. Owners and/or contractors have to understand that they operate within a Residential Estate where the Board of Directors has a specific role to play – sometimes actually conflicting. The Board has to achieve objectives set to them by the Annual General Meeting. Although an important one it remains a fact that security is not the only objective the Board has to achieve. The Board is not at liberty to compromise on the safety of the owners/tenants already residing in Newmark Estate. This situation has obviously a negative impact of the freedom of owners and their contractors during the construction phase of a dwelling. It is the intension of the Board of Directors to manage this situation in a spirit of goodwill and co-operation. However, the Board will not hesitate to take strong action where and when necessary as mandated by the Articles of Association of the Newmark Home Owners Association. Given a set of circumstances the Board of Directors may decide to refuse a specific contractor entrance into the Estate and/or to suspend building activities temporary on a stand.

41. Although the Board of Directors, via the Estate Manager, will support the owner in this regard, everyone should realise and understand that the owner of any construction site has the sole responsibility to manage and control his/her contractors and/or sub-contractors. One salient point in this responsibility is the obligation on the owner to ensure that his/her contractors/sub-contractors know the security rules and comply with them. This management responsibility cannot be delegated to anyone else – most of all not to a contractor!!! **Any contractor is the contractor of the owner – not of the Board of Directors!!!**

42. Before a contractor and/or its employees shall be allowed into the Estate the guards at the gate shall require positive identification of the individual. Only the following **original** documents shall be accepted as proof of identification by the guards at the gate of Newmark Estate:

- 42.1 An **original** RSA identity document – the “green book.”
- 42.2 An **original** RSA valid driver’s licence.
- 42.3 An **original** Passport – if the bearer is a foreigner there has to be a valid work permit in the passport.
- 42.4 An **original** valid document from the Dept of Home Affairs stipulating that the individual applied for an identity document – it is a yellowish document with a photo of the individual laminated onto the document.

NO OTHER FORM OF IDENTIFICATION SHALL BE ACCEPTED BY THE GUARDS!!!

NO PHOTOCOPIED AND/OR ANY FORM OF CERTIFIED DOCUMENT – NEVER!!!

- 43. The following procedure shall be followed at the gate by all incoming contractor traffic – **no exceptions or deviations will be tolerated!!!**
 - 43.1 Irrespective of how many times per day a contractor moves in and out of the Estate the same procedure shall be followed – every time. *(The Board of Directors would like to cut down on unnecessary traffic through the gate. Nevertheless, it is most probably in the best interests of the owner/contractor, by better planning, to cut down on unnecessary vehicle movement as well.)*
 - 43.2 Only the driver will remain in the vehicle – all passengers shall debus and move through the turnstiles as pedestrians. *(The Board of Directors is well aware of the fact that this may sometimes lead to awkward situations. However, the Board would not like to be accused of racism.)*
 - 43.3 The driver shall complete the log and produce his/her driver’s licence as proof of his/her identity. As soon as this is done the guards will open the boom for the vehicle to enter. The vehicle will move a little bit forward, stop and wait for its passengers.
 - 43.4 The pedestrians move to the turnstile where the guards shall verify the identity of the individual – **see paragraph 42 above** – and allow them into the Estate if everything seems to be in order. The individual will be linked to a specific stand with a card system. *(The Board of Directors shall from time-to-time, affect some changes to elements of this procedure without warning. An example: By co-operation with the SAPD and on a selective base – fingerprinting shall be done.)*
 - 43.5 The pedestrians then join up with their vehicle and are transported to the construction site – **under no circumstances shall any employee be allowed to walk to the construction site!!**
- 44. Whenever a contractor or its employees wish to leave the Estate the same procedure as for incoming shall be followed – obviously in reverse order – **every time!!!** It is the responsibility of the

owner to ensure that all employees of his/her contractor(s) are out of the Estate at the end of each working day.

45. Employees of contractors are not allowed to walk around in the Estate – like from one building site to the next. *(It is the opinion of the Board of Directors that a lot of “mischief” originates from this if it is allowed. Furthermore, this rule is likely to make it difficult for one contractor working on various sites in the Estate. Nevertheless – the Board of Directors shall enforce the rule.)* If an individual is discovered walking around – away from his building site – he shall be summarily dismissed from the Estate. Over and above this the owner of that particular stand will receive a fine of R 550-00 per incident. The building operation will be suspended the next day – the contractor(s) will not be allowed into the Estate – unless this fine was paid in at the Estate’s Office during normal working hours.

46. No employee of any contractor shall overnight on any building site or be present on the site outside normal working hours – see paragraph 36. If under exceptional circumstances an owner would like to have a guard at the property the following procedure may be followed:

46.1 The owner has to submit a written request to the Board of Directors. In this request the reasons for the request have to be fully explained and the request motivated – remember we are talking here about **exceptional circumstances**.

46.2 The owner has to negotiate with the same Security Service Provider, which is rendering the security services to the Estate to provide a guard for this duty. This guard, or guards, shall not form part of the Estate’s complement of guards and shall be for the account of the owner – it is a matter between the owner and the Service Provider and has no influence on the owner’s levy account.

46.3 The Board of Directors shall allow this only under very exceptional circumstances and then only for very short periods – a day or two at most.

47. Individuals who wish to enter the Estate for the purpose of giving a quotation for work shall be processed the same way as for any visitor. Before such individuals shall be allowed into the Estate the guards shall contact the owner of the stand to obtain permission to allow the individual into the Estate. Owners are requested to inform such individuals of this procedure.

PART SEVEN: CODE OF CONDUCT

48. The maximum speed limit within the Estate is 40 km/h. Owners and their contractors are seriously requested to adhere to this speed limit. Children are playing in the Estate – sometimes in the streets.

49. Parking anywhere where it will have a negative influence on the flow of traffic is strictly prohibited.

50. Each owner shall maintain his/her stand in a clean and tidy condition to the satisfaction of the Board of Directors.

51. Owners are responsible for maintaining trees, plants and shrubs planted on their part of the pavement by the Board of Directors.

52. Owners and/or residents are responsible for the conduct of their guests, employees, contractors and their employees.

53. No rubble – building rubble or any other rubble – may be dumped or discarded in any street and/or on any vacant stand.

54. The owner shall maintain a high standard of garden frontage and pavement management.

55. Garden fences/walls must be maintained and painted when necessary. Each owner shall maintain the exterior of all structures on a stand as well as all fixtures attached to it in a pleasing looking condition – including gutters, etc.

56. External woodwork has to be regularly maintained to the satisfaction of the Board of Directors.

57. Only approved marketing boards of Estate Agents and/or owners shall be allowed in the Estate. Any enquiries in this regard should be directed to the Estate Manager. Unauthorized boards will be summarily removed by the Estate Manager.

58. No dog kennels, caravans, boats or trailers are to be visible from the street and may not be placed in the building lines – see paragraph 13 above. Caravans, boats and/or trailers may not be parked on vacant stands – even with the permission of the owner.

59. As far as when owners will have to start with construction on their property the Board of Directors made the following decision. **This was approved by the Board of Directors on the meeting of 7 September 2009.**

- 59.1 Owners of dormant stands in Newmark Residential Estate have until 1 March 2011 to start with construction on their dwellings. All necessary procedures have to be completed prior to that date – like the approval of plans, etc.
- 59.2 From 1 March 2011 to 29 February 2012, all owners of dormant stands in Newmark Residential Estate, who have not yet started with the construction of their dwellings, will pay a penalty of the levy, as it is at that stage, plus 50%.
- 59.3 From 1 March 2012 to 28 February 2013 all owners of dormant stands in Newmark Residential Estate, who have not yet started with the construction of their dwellings, will pay a penalty of the levy, as it is at that stage, plus 100%.
- 59.4 If, at any stage during this process, excluding paragraph 59.5 below, a property should change ownership, the new owner will have 6 (six) months, of paying the standard levy, to start with the construction of the dwelling as from the date of registration. From then onwards, for the next year it will be levy plus 50% and the next year levy plus 100% - as for any other dormant stand.
- 59.5 Once construction has started, under any and all circumstances, construction has to be completed within 12 months. “Construction completed” means that the Occupation Certificate and all prescribed certificates for the dwelling, are handed in at the Estate’s Office. If not, from the date of starting construction plus 12 months, the penalty will be the levy at the time plus 200% for as long as the property is in the name of the current owner at the time at the Deeds Office. If the property should change ownership after construction has started, the new owner shall have 6 (six) months, plus the remaining part of the original 12 months if any, to hand in the Occupation Certificate and other applicable certificates. If this is not done, from that date onwards the penalty shall be the levy at the time plus 200%.

These Guidelines were approved by the Board of Directors at its meetings on 22 September 2008 and 7 September 2009.

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CHAIRPERSON

.....

DATE



Simply the Best

Newmark Residential Estate 195 Dawie Str,
Silver Lakes Road, Hazeldean, 0081

Postnet Suite 251, Private Bag X37

Lynnwood Ridge, 0040

E-mail: info@newmark.co.za (Office) or
iunior@newmark.co.za (Estate Manager)

NEWMARK RESIDENTIAL ESTATE – SECURITY PROTOCOL

INTRODUCTION

1. The Aim of this Document. The aim of this document is to empower the members of Newmark Home Owners Association to operate efficiently within the security arrangements as is applicable.
2. The Aim of the Safeguarding Service. The aim of the safeguarding service is to safeguard the residents of Newmark Estate and their property within the boundaries of the Estate.
3. Scope of the Safeguarding Service. The safeguarding of the residents and their property is a joint venture between management and the residents. It is virtually not possible to safeguard someone unless he/she gives his/her full cooperation and support to the security personnel. Briefly, the service that is provided covers the following fields:
 - 3.1 The gate is controlled – access and exit control.
 - 3.2 The electric fence around the Estate is patrolled as much as is achievable within the financial and other restrictions.
 - 3.3 The interior of the Estate is patrolled regularly. This includes a number of aspects such as reaction to alarms, visiting building sites, etc.

VISITORS

4. General Remarks on Visitors
 - 4.1 Contrary to popular believe: The gate is a busy place. This is more so during peak times of the day.
 - 4.2 Although visitors arrive at and depart from the Estate at any time of the day or night it is normal to have peak periods for visitors as well. Under normal circumstances, there will be a peak period during the early evenings.
 - 4.3 One should always remember that there are 130 flats on stands 81 and 82 and \pm 30 occupied houses in the Estate. These \pm 160 households do receive quite a number of visitors.

- 4.4 A phrase that the guards hear a lot at the gate is “I have been standing here at the gate now for 20 minutes.” It is amazing how short 20 minutes really is.
- 4.5 The guards may not allow a visitor into the Estate unless the correct procedure is followed in full. The practical alternative to this is to open the booms and to remove the guards altogether. The members of Newmark Home Owners Association decided not to follow that route.
- 4.6 It serves no practical purpose to get involved into arguments with the guards at the gate. They have no authority to amend the rules to serve **your** purpose. **Kindly Note:** If Management discovers that a guard deviated from his instructions he shall be fired on the spot – even at 03:00 in the morning!
- 4.7 The sole purpose of the guards is to safeguard you – sometimes even against yourself.
5. Arrival at the Gate. The following procedure shall be followed **every time** a visitor arrives at the gate. ***Kindly inform all your visitors accordingly!***
- 5.1 Visitors are to follow the traffic lane indicated as such at the gate.
- 5.2 As soon as it is established that the individual who arrived at the gate is in fact a visitor to a resident in the Estate (Stands, Stands 81 and 82) the applicable log shall be completed by the guard and the visitor.
- 5.3 The guard shall request for and inspect positive identification of the driver and complete the log accordingly. ***(This is completely in line with the applicable laws of the RSA as a driver of any vehicle shall have his/her drivers licence with him/her at all times when driving a vehicle.)***
- 5.4 The visitor will be issued with a visitor’s card.
- 5.5 Using the MIRCOM system, the visitor shall phone you and you will open the boom for your visitor. It works like this:
- Your visitor punch the number of your residence in on the console at the gate:
 - * Stand 1 – will be loaded later.
 - * A stand in the Estate – the number of the stand. Example: 033.
 - * A unit on stand 81 – the stand number followed by the unit number. Example: For unit 36 on stand 81 it will be 81-036.
 - * A unit on stand 82 – the stand number followed by the unit number. Example: For unit 36 on stand 82 it will be 82-036.
 - The MIRCOM system will make contact with the number you gave us to load onto the system. If there is more than one number, the system will dial the first number for a while and then switch to the next and so on.

- You will personally speak to the visitor standing before the boom at the gate. If you are satisfied that the visitor is indeed your visitor, you will open the boom for your visitor by pressing number 9 on your cell phone. This will open the boom for your visitor.
 - Obviously, if you do not receive the call on any of the numbers you gave us to load onto the system your visitor shall not be able to access the Estate. **If you do not answer the call, the guards are not guilty of anything. That is how the system works. Your visitor will have to turn back and try again later.**
 - The guards will assist your visitor in explaining the route to your residence. Kindly request your visitor not to drive around in the Estate.
- 5.6 The Board of Directors is considering further developments and improvements of the system to handle visitors. As soon as that is done and implemented, this part will be updated or supplemented.
6. Departure from the Estate. The following procedure shall be followed **every time** a visitor departs from the Estate. **Kindly inform all your visitors accordingly!**
- 6.1 Visitors departing from the Estate are to follow the traffic lane indicated as such when departing from the Estate.
- 6.2 When a visitor arrives at the gate he/she has to hand the visitor's card to the guards at the gate.
- 6.3 The guards shall complete the prescribed log and open the boom for the visitor to depart.
- 6.4 The guards may randomly request the driver to switch the engine off and on again and inspect the vehicle such as the boot of a car. For this, the driver will be requested to accompany the guard.
7. Cooperation/Support Requested. No one involved in the security environment in Newmark is under the impression/illusion that the system is fail/fool proof. Such a system is simply not affordable – even the system of Fort Knox was breached. However, to achieve optimal efficiency in the system, all parties have to support it fully. In whose interest is it after all?
- 7.1 Please inform your visitors about the procedure that shall be followed at the gate and request their cooperation.
- 7.2 Kindly inform your visitors that it serves no practical purpose to become involved in arguments with the guards at the gate – this will only waste time. **The guards may not deviate from their instructions. If they do, they will be summarily dismissed.**
- 7.3 The guards do not determine the “rules and regulations” – they merely execute their instructions from which they may not deviate. The Board of Directors of Newmark Residential Estate – not by the Security Service Provider and/or anyone else, gives their instructions to them.
- 7.4 The “rules and regulations” are applicable to all in an even-handed way – **Yes, also on you and your visitors!**
- 7.5 Make sure your visitors understand the fact that they will have to submit positive proof of identity at the gate and that they have your correct particulars, like your house/stand/unit number, etc. This easy step shall avoid a lot of frustration to many people.

- 7.6 If you do expect visitors please make sure your phone(s) is/are available for calls and “manned.” **The guards may not open the gate for your visitors – you have to do it yourself!**
- 7.7 If you expect a number of visitors in close proximity – like when there is a party at your house or at the clubhouse – you may give to the guards a list reflecting the detail of your expected guests such as their names/surname, car registration number, number of passengers, etc. **The only thing that this will change from the normal system is – the phone call!**
- 7.8 Please refrain from trying to make “standing arrangements” with the guards such as: “My Mother will come and drop my children off at home after school every day.” The system simply does not cater for that. The correct procedure in this case is to submit a written request to the Estate Manager for an additional access card. Any such card shall be activated and blocked to suit the requirement only.
- 7.9 If you become aware of mistakes/neglects by the guards do not hesitate to report that immediately – even at 03:00 in the morning! Because of personnel and/or shift changes it is very difficult to investigate allegations later – even later on the same day as the shift change at 06:00 and 18:00. **Kindly contact Mr Steven Barnard immediately at 083 661 6016.** (*Because of the system it is virtually impossible to investigate an allegation such as: “Sometime during the previous week, I think it was Tuesday or Friday, I saw”*)

DOMESTIC WORKERS

8. General Remarks on Domestic Workers

- 8.1 The term “Domestic Worker” refers to all categories of employees of residents in Newmark Estate – in the dwellings, gardens, etc.
- 8.2 As the number of households in Newmark Estate increases the number of domestic workers will increase as well. A fair number of these workers are actually residents in Newmark Estate while the rest are commuting each day and/or some days of the week.
- 8.3 The “traffic” flow of commuting domestic workers coincides with the general peak time traffic into and out of the Estate – early mornings they come in while the residents depart for work and in the late afternoon vice versa.
- 8.4 During most of the day Newmark Estate is an Estate occupied by domestic workers.
- 8.5 Due to the relationship between the members of a household and their domestic worker(s), this is almost an emotional thing, no domestic worker is unreliable and/or can do anything wrong in the eyes of the employer.
- 8.6 It is rather difficult for the guards to distinguish at face value between domestic workers and/or employees of contractors and/or, in some cases, secondary school children, etc.

9. Domestic Workers: Incoming

9.1 Access cards for domestic workers are obtainable from the Estate's Office during normal working hours – weekdays from 08:00 to 17:00 – at a cost of R 80-00 per card. The employer has to bring the documentation personally to the Office to confirm the arrangement together with the employee's **original** identity document.

9.2 The Estate Manager will consider the situation and, if everything seems above board, will issue an access card. The card will not be available immediately as some preparation has to be done. The Estate Manager will inform the resident when the card will be ready for collection.

9.3 The Estate Manager may at his/her sole discretion refuse to issue an access card to any domestic worker and/or to deactivate any card on the system. The criminal record of the domestic worker, his/her behaviour in the Estate and/or an outstanding levy account of the employer may be some of the reasons for such a decision.

9.4 Domestic workers without access cards shall be handled/processed as any normal visitor.

9.5 The procedure for domestic workers with valid access cards at the gate:

- When they arrive at the gate the individual has to inform the guards of who he/she is and at what residence he/she is working.
- The guard will fetch the access card, compare the face and particulars on the card with the individual in front of him and, if everything seems to be in order the guard will open the turnstile for the worker and allow him/her into the Estate.
- The guard will handover the access card to the worker.

10. Domestic Workers: Outgoing

10.1 When the domestic worker arrives at the gate departing from the Estate he/she will open the turnstile him/her self.

10.2 The employer of a domestic worker without an access card will be phoned by the guards to confirm that it is in order that the employee may depart.

10.3 In all cases the guards shall inspect any parcels the domestic worker may have with him/her. If the guards pick up anything suspicious the worker will be instructed to wait while the employer is phoned to confirm whether he/she is aware of this. **If you do give your employee anything – please give him/her a dated note as well stating what you are giving him/her. This will avoid the guards having to phone you from the gate.**

10.4 The guard will take the access card from the domestic worker and file it for the next entrance of the domestic worker into the Estate.

11. Cooperation/Support Requested

11.1 Kindly go through the process of obtaining an access card for your domestic worker(s) at the earliest opportunity. This will avoid you being phoned every time he/she arrives at the gate. **If you are not available she/he will not be allowed into the Estate!**

- 11.2 Kindly inform your domestic worker(s) about the process that will be followed at the gate. Normally, if they are informed they will cooperate better.
- 11.3 Make sure that your domestic worker(s) when they depart from your premises, at any time of the day and/or for whatever purpose, that they have their access cards with them. **The guards may request them to produce their access cards for identification purposes at any time when they are off your premises!**
- 11.4 Remember: You are responsible and accountable for the behaviour of your domestic worker(s) at all times. There are restrictions on them – communicate this with him/her.
- 11.5 There were already a few incidents in the Estate where there was enough reason to suspect that a domestic worker may have been involved. In some of these cases the guards were immediately pointed out as suspects for whatever reason. The Board of Directors has no objection to subject the applicable guards to lie detector/voice stress tests. There is only one condition: The resident has to agree to subject the domestic worker(s) to the same test(s). The cost of any such tests will be for the account of the party the tests show as the most likely culprit.

DELIVERIES AND CONTRACTORS TO RESIDENTS

12. Any and all deliveries and contractors to residents shall be processed as visitors. When and as long as same are on the premises of the resident they will be the sole responsibility of the resident.

CONTRACTORS

13. What are being referred to here are all contractors, subcontractors and workers of any kind on the premises of a dwelling under construction – not occupied yet.
14. This is covered extensively in Part 2 – Architectural and Aesthetical Guidelines (See Part Six and Seven of these Guidelines) of the Rules of Conduct and is not repeated here.

GENERAL ISSUES

15. Whether you believe it or not: The guards are really trying to render the best service to you they can. They do understand that you are their real employer(s) as you foot the bill that feeds their children. They are not in a position to enter into arguments with you about the sensibility of their instructions, as they have no part in the formula-tion of it. They merely execute their instructions as best they can.

16. The Board of Directors formulates and approves the instructions that are issued to the guards for execution. Any contribution from your side to improve the system will be highly appreciated by the Board of Directors. Kindly discuss your suggestions with the Estate Manager and/or the Members on the Security. Even better still – volunteer to serve on the Security Committee.

17. All residents should have access cards. These are obtainable from the Estate's Office during normal working hours: Monday to Friday between 08:00 and 17:00. The fee per card is R 120-00. The cards will only be issued if the **original** identity document of the bearer of the card is made available for inspection – **no copies thereof of any kind shall be accepted!** In the case of tenants, the tenant agreement has to be submitted as well. Access cards are not transferable to any one else than the individual to whom it was originally issued. If the card in proper working and undamaged condition, plus the receipt is submitted, the fee for the card will be refunded.

18. If a resident does not have his or her access card available when arriving at the gate, the lane for visitors has to be followed. Such residents will have to complete the applicable log at the gate. **It is not the guard's fault that you do not have your card with you! The guard may only open the gate for you after you have completed the log.**

19. If your access card is lost or mislaid, you are to inform the Estate Manager immediately. Your card will be deactivated immediately. As soon as you find it again and you inform the Estate Manager as such, your card will be reactivated at no cost.

20. Your card is heat sensitive. You should not leave your card for any period exposed to direct sunlight – like on the dashboard of your car. If your card becomes defective you will have to pay for another card.

21. **THE GATE IS NOT A POST OFFICE AND/OR A PARCEL/KEY HANDLING DEPOT!!!** Under no circumstances whatsoever may the guards accept letters/parcels/keys/messages or anything such like. If anything, such like, is left at the guards it is done completely at the risk of the person who decides to get the guards involved. The Estate's Management nor the Security Service Provider shall entertain any claim of any nature whatsoever originating from this. A guard who accepts such items will be disciplined and may lose his job.

22. Only Newmark Home Owners Association official documentation shall be distributed at the gate.

23. The security fence on the perimeter wall has a deterrent and detection function. The Board of Directors does not guarantee that it will prevent a determined attempt at intrusion into the Estate and will not entertain any claims against the Newmark Home Owners Association in this regard in any way whatsoever.

24. Residents/Owners are at liberty to employ their own private security company as they may deem necessary on the following conditions:

24.1 This will not in any way and circumstances exclude them from their membership obligations towards Newmark Home Owners Association.

24.2 The cost of it shall be for the private account of the owner and Newmark Home Owners Association shall not be involved in this under any/all circumstances.

24.3 If an armed response is linked to any such private system, in the agreement between the owner and the applicable company, it should be stated that a member of the contracted security service provider of Newmark Home Owners Association has to accompany such armed response to the scene.

24.4 Owners are encouraged to install alarm systems of their own choice on their property. Such systems have to be serviced regularly. Care should be taken that any such system does not become a nuisance to the neighbours.

25. Access cards can only be issued to those members of the Newmark Home Owners Association whose financial liabilities towards the Association have been met in full. The access cards of members of the Association who fall in arrear with their levies for 60 days or longer will be deactivated. Such cards will only be reactivated once the account is fully settled.

26. Discharge of a firearm in a residential area for any other purpose than self-defence has been outlawed and is therefore strictly prohibited in Newmark Estate. Criminal charges will be instated in all cases of unlawful firearm discharges.
27. Residents who are away from home for longer than four days have to inform the Estate Manger accordingly. The Estate Manager will arrange for the house to be visited regularly by the security personnel.
28. Residents who drives anyone into the Estate as passengers in his/her vehicle accepts full responsibility for such passengers/individuals and their behaviour.
29. As far as the security wall and fence are concerned, the following rules shall be applicable:
 - 29.1 No person may damage or remove any part of the security wall or fence.
 - 29.2 No attachments may be made to the security wall or fence without the prior written approval of the Estate Manager.
 - 29.3 No signage whatsoever may be erected against or on top of the security wall or fence.
 - 29.4 Residents living on property adjacent to the Estate's boundary will ensure that no flora on their property will interfere with the electric fence. The Estate Manager may cause any such flora to be trimmed to remove any interference with the electric fence.
 - 29.5 No resident may refuse the Estate Manager or someone appointed by him/her reasonable access to any security infrastructure on any property in Newmark Estate.
 - 29.6 The Estate Manager will coordinate repair and maintenance times. Residents are requested to be cooperative regarding this as it poses a major security risk to all residents in the Estate.