



Community Participation Manual

Prestigious Living Combining Nature and Tranquillity for Unsurpassed Comfort

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1. Introduction

- 1.1 The main objective for the development of Kyalami Estates by the developer was the provision of a high quality lifestyle for Residents. The intention of the rules and regulations contained in this Community Participation Manual is to ensure the continuance of this lifestyle.
- 1.2 The CPM may be updated from time to time and the latest version shall be construed as binding.

2. Conduct rules

- 2.1 The rules have been established in terms of the Memorandum and Articles of Association of the Kyalami Estates Homeowners Association (KEHOA) being a Section 21 Company. The rules are legally binding upon all Residents of the Estate, as is any decision taken by the Trustees in interpreting and applying these rules.
- 2.2 The registered Owners of properties on the Estate are responsible for ensuring that members of their families, visitors, friends, tenants and their domestic staff as well as any contractors or sub-contractors, are made aware of and abide strictly by these rules.
- 2.3 In the event of annoyances, disputes or complaints arising relating to issues contained in this manual, the involved parties must endeavour to settle the matter between themselves amicably, exercising understanding, tolerance and consideration. In instances where problems cannot be resolved, the matter may be referred to the Estate Management and/or the Trustees of KEHOA for arbitration and settlement.
- 2.4 Incidents of abusive behaviour towards any employees of KEHOA and/or its contractors or sub-contractors will not be tolerated and action in the form of prosecution and/or substantial penalties will be instituted after appropriate investigation.
- 2.5 Incidents of vandalism or malicious damage to property of KEHOA buildings and or facilities and equipment, will be dealt with in the strongest possible manner a case docket will be opened with the SAPS.

3 General

- 3.1 KEHOA has the right to impose penalties on transgressors where any of the rules and regulations contained in the Community Participation Manual are broken. Such penalties will be included in and form part of the monthly levy statement. Failing payment of such penalties, KEHOA reserves the right to take further action. Details of penalties prescribed for various contraventions are contained in an addendum to this Manual. Should a difference between KEHOA and an Owner not be resolved through normal avenues and litigation ensues, the Owner and Trustees consent to the matter being arbitrated or to the jurisdiction of the Magistrate's Court.
- 3.2 The imposition of a penalty in terms of the schedule should not be seen as a limit of liability of the perpetrator/s. Costs for any repair or resultant damages could still be the responsibility of the individual/s.

4. Use of the "Roads"

The roads are an integral part of Kyalami Estates for the benefit of all Residents, visitors, contractors and others, whether in vehicles, motor cycles, bicycles or on foot, and must be respected and regarded as a vital element of the community environment. They are not private Estate roads, but are the responsibility of the relevant local authority.

- 4.1 **The speed limit is restricted to 40 km per hour. All road signs must be obeyed.**
- 4.2 Save for the above, all the provisions of the Road Traffic Act of 1996 apply, as well as any other Municipal by-laws or Gauteng Province ordinances.
- 4.3 Parents are responsible for ensuring that their children do not play in the roads.

- 4.4 Engine-powered vehicles are not allowed to drive anywhere except on the roads. Parks and pavements are expressly off limits.
- 4.5 Parking on sidewalks and/or pavements is not allowed, except as a temporary measure for visitors but not on a permanent or regular basis.
- 4.6 The use of motor cycles or any other vehicles with unacceptably noisy exhaust systems, save for the entering, or exiting from the Estate is prohibited.
- 4.7 KEHOA reserves the right to prevent vehicles from entering the Estate if they are found, or appear to be, unroadworthy.
- 4.8 The drivers of any engine-powered vehicles must be in possession of a valid driver's licence for the said vehicle and the said vehicle should be licensed for use on a public road.
- 4.9 All users of the roads within the Estate must practice restraint insofar as excessive engine noise, hooting and/or slamming of doors is concerned, particularly between the hours of 22h00 and 06h00.
- 4.10 All users of the roads within the Estate must ensure that their vehicles do not obstruct the general flow of traffic at any time.
- 4.11 Anyone using a motorised or non-motorised cycle must be wearing a helmet at all times.
- 4.12 The Estate Manager is permitted to make use of an electric powered golf cart for the purpose of monitoring and managing the Estate.

5. Running a Business From Home in the Estate

- 5.1 No business activity, which would cause aggravation or nuisance to fellow Residents may be conducted, including auctions, jumble sales and similar activities.
 - 5.1.1 All businesses operating within the Estate are required to register with the Homeowners Association on the appropriate form available from the Estate Office. Registration should be renewed annually on the 1st April. Where businesses are found to be operating without having been registered, a penalty will be levied.
- 5.2 Not more than 20% of the floor area of any house may be used for business purposes.
- 5.3 The number of people working therein, is restricted to the Owner and not more than two employees, provided that the Owner is present and lives on the property.
- 5.4 The type of business is restricted. There may be no manufacturing or direct sales.
- 5.5 Restrictions in 5.4 above are designed to limit the flow of people and traffic, and for various other reasons, not the least being security.
- 5.6 All businesses operating within the Estate must provide adequate off-street parking for their clients and employees in such a manner that the driveways and/or road access to other properties is not obstructed

6. Good Neighbourliness

Harmonious community living is only achieved when Residents are able to use and enjoy their private property, as well as the public areas of the Estate. General consideration by all Residents for each other will greatly assist in achieving a happy community.

- 6.1 The volume of music or electronic instruments, partying and the activities of domestic staff should be tuned to a level which will not cause a disturbance to neighbours.
- 6.2 Mechanical equipment, maintenance, the use of power saws, lawn mowers and the like, should only take place during the following hours:

Mondays to Friday	08h00 to 18h00
Saturday	09h00 to 16h00
Sundays	09h00 to 13h00

 - 6.2.1 Alternative power supplies / generators may only be installed after prior consultation with your neighbours and must be discreetly sited (please refer to the Architectural Guidelines sub-section 2 clause 2.6). Generators must be enclosed in a sound dampening enclosure.

Generator sound levels must be between 70 and 75 decibels at 7 metres. Use of generators should only take place between 5h30 and 22h00. Should specific circumstances prevail that require the use of a generator outside of these hours special permission can be applied for from the Estate Manager.

- 6.3 Laundry must only be hung on washing lines that are well screened from the roads.
- 6.4 Any refuse for disposal may not be placed on the pavements, except early on the day of collection.
- 6.5 No advertisements or publicity material of any nature may be exhibited or distributed without the prior written consent of KEHOA under special circumstances.
- 6.6 Door-to-door canvassing is not permitted. No advertisements by way of leaflets, pamphlets, etc. may be distributed at the gatehouses or within the Estate unless on official KEHOA letterheads for Estate functions, notices etc.
- 6.7 Owners of Koi ponds/water features are to ensure that the noise level of such features is kept to a level that does not exceed what is allowed according to the municipal by-laws governing noise.
- 6.8 Owners may not, under any circumstances, enter the property of another Owner without the permission of the other Owner nor can they allow their contractors and/or staff members to enter another Owner's property without prior permission being obtained.
- 6.9 The letting off of fireworks of any kind is strictly prohibited at any time. A penalty will be imposed upon anyone transgressing this rule.

7. Tenants, Visitors and Employees

In the final analysis, the responsibility to enforce the rules contained in this Community Participation Manual rests with the Owner(s).

- 7.1 Should any Owner let their property they shall, in writing, advise KEHOA of the name, contact number of the lessee, vehicle registration numbers, confirmation of criminal and financial checks and the lease period. The Owner is obliged to inform the lessee of the Estate rules and regulations and bind the lessee to conform therewith.
- 7.2 Occupiers of any property within the Estate are responsible for the conduct of their staff, visitors, contractors and employees, and must ensure that all such persons obey the Estate rules. If these persons fail to adhere thereto, KEHOA reserves the right to deny the transgressors future entry, and levy penalties on the Owners of the said property.

8. Pets

Let your pet not be a bone of contention between you, your neighbours and other Owners, Residents or visitors.

- 8.1 The local by-laws relating to pets/animals apply, so please ensure that you are aware of the regulations.
- 8.2 No household may keep more than three small dogs and/or cats or two large dogs on the property.
- 8.3 Every pet must have and wear a collar with a tag indicating contact details of the Owner. Pets found on the Estate with or without identification tags may be impounded by Estate security and kept at KEHOA's pet holding facility for a maximum period of 24 hours. If after 24 hours the animal has not been collected by its Owners, KEHOA will have no choice but to hand the animal over to the local SPCA. The Owner will be responsible for the collection and payment of any costs incurred.
- 8.4 No live poultry, pigeons, wild animals, reptiles, livestock or similar may be brought onto, or kept on the Estate, at any time. Neither may Owners or tenants establish or maintain aviaries, catteries or kennel facilities.
- 8.5 **No pet is allowed to roam the streets** and all dogs must be held on a leash in all public areas. Owners of pets must ensure that cyclists, walkers, joggers, pedestrians as well as other pets are not

attacked, traumatised or harassed and that no nuisance or disturbance is caused to neighbours or fellow Residents at any time of the day or night.

8.6 Should any excrement be deposited in a public area or on the pavement of other Owners, **the immediate removal thereof shall be the responsibility of the Owner/walker of the pet.**

8.7 **Under no circumstances whatsoever are pets allowed to swim in the dams on the Estate.**

8.8 Contravention of Municipal Dog By-laws:

Subject to provisions to the contrary in these by-laws or any other by-laws, no person shall bring or allow in any public place any dog that:

- a) is wild, dangerous or ferocious, or
- b) is in the habit of charging at or chasing people, vehicles, animals, fowls or birds outside the premises where the dogs are kept, or
- c) is a bitch on heat

8.9 No person shall, without reasonable cause:

- a) set a dog on any person, animal or bird, or
- b) permit any dog under his supervision or in his custody to attack or terrify any person, animal or bird

In the event that a dog has attacked another person or dog, KEHOA reserves the right to insist that the dog be removed from the Estate.

8.10 No person shall keep a dog that:

- a) **creates a disturbance or nuisance,** or
- b) suffers from a contagious disease, excluding a veterinary surgeon who keeps dogs in a clinic for treatment

In the event that a dog causes an unreasonable disturbance to another Resident/s the course of action is to:

- Bring the complaint to the attention of the Owner of the dog/s
- If the problem is not resolved, Residents reserve the right to report the disturbance to the municipal authorities and/or the SAPS.

KEHOA and/or its contracted security personnel will not under any circumstances intervene in a dog barking issue, where the issue has not first been dealt with directly between the complainant and the dog Owner.

9. Security

Security is of paramount importance in our lives whether it be for us personally or for our possessions, hence KEHOA goes to great lengths to ensure maximum possible protection on the Estate. Every time security protocol is not followed and regulations are broken, it makes it easier for criminals and others to do the same.

9.1 Security personnel have a difficult and unenviable task. Everyone's support and co-operation is expected. Rather than being obstructed in their prescribed duties or abused, Residents should display a positive and supportive attitude towards the security staff whose loyalty and attitude toward the people they are employed to protect will in turn be enhanced.

9.2 The Gatehouses are manned 24 hours per day and the Estate is constantly patrolled by security guards.

9.3 Access rights for Owners/Residents and their employees must be obtained from the Estate Office. An application form, obtainable on the website, www.kyalamiestates.co.za, is to be completed and access rights will be granted on payment. Strict control over access rights must be maintained to prevent misuse and under no circumstances should access rights be granted to casual visitors, or contractors or sub-contractors who spend less than 4 consecutive days in the Estate at any one time.

9.4 Every Owner/Resident must request visitors to adhere to the security protocols and treat security personnel in a co-operative and courteous manner.

- 9.5 Residents will be held responsible for all contractors / sub-contractors working on their site as well as for domestics and visitors. Contractors / sub-contractors working outside stipulated working hours will be removed from the Estate by security and a penalty will be imposed on the Resident. Domestics or visitors failing to comply with security regulations will either be denied access or, if already within the Estate, will be removed by security.
- 9.6 All or any attempted burglaries, any boundary wall or fence climbing, indeed any act of a suspicious nature, must be reported immediately to the Estate Manager, Security Manager or the Security Director.
- 9.7 In the interest of safety, a decision was taken to close Gate 2 (Lyndore Avenue) between the hours of 22h00 and 05h00, however, both gatehouses are manned 24 hours per day.
- 9.8 Residents should not employ any staff, contractors or sub-contractors who have uncertified ID's or invalid Resident and/or work permits. It is a known fact that many of these people are a security risk and prejudice the safety of our properties. The site security management team should be approached to assist in having persons screened prior to their employment.
- 9.9 An access code is required for all visitors to the Estate. The Estate Office will advise Residents on the various methods available to obtain access codes.
- 9.10 Every property must have the correct house number displayed so as to be visible from the road by day and night. This is a strict requirement by the Metropolitan Local Council who can and will enforce the same. Also, it facilitates the speed with which security reaction staff and emergency services respond to alarm calls and emergencies. Stand numbers can be displayed simultaneously.
- 9.11 KEHOA recommends that all Owners, as a further security measure, install an alarm system and/or panic button as soon as possible after completion of or taking occupation of their homes, which system should be compatible with the electronics of the overall Estate system and linked thereto. Alarm transmitter information can be obtained from the Estate Office. In order to discourage false alarms (particularly false panic button alarms), a charge may be levied for each false alarm in excess of 5 (five) per property per month.
- 9.12 All contractors, sub-contractors, workers, domestics, gardeners and others must enter through the pedestrian turnstiles/gates in accordance with the designated security provisions in force at the times of entry.
- 9.13 Casual workers may not be collected from outside the Estate and taken in by Residents without having been registered. In the event that this happens, security personnel have the right to deny entry to such workers, or have them removed from the Estate and a penalty can be imposed on the Resident.

10. Administration

- 10.1 Levies become due and payable from the date of transfer of the property or stand, and are payable monthly in advance on the first day of each and every month.
- 10.2 Clearance certificates, issued by KEHOA, will not be issued in order to effect a transfer until such time as the seller's levies are fully paid up. Purchasers of homes/properties in Close Corporations should exercise caution in taking transfer of member's interests as any arrear levies will become the responsibility of the new member(s) and the under mentioned rules and regulations will then apply to the new Owner(s).
- 10.3 Penalties will be charged on all accounts in arrears.
- 10.4 A further penalty, as determined from time to time, will be imposed on any accounts unpaid after 60 days.
- 10.5 No construction may take place or continue unless levies are up to date.
- 10.6 Levies for the following month are processed on approximately the 15th day of the current month in order to allow for timeous processing. As far as possible payments received after the 10th will be reflected on the following month's statement. Levy statements are emailed to Residents on a monthly basis. Statements will only be posted to Owners who specifically ask for this service. Statement details are available to all Residents on the Estate website - www.kyalamiestates.co.za - through the use of an individual security code.

- 10.7 Access rights will not be issued and/or will be de-activated on all overdue levies i.e. if a levy is outstanding on the 20th of the month when the levy is raised for payment for the next month.
- 10.8 KEHOA reserves the right to take legal action on any overdue accounts. Legal action may be taken on all accounts in arrears over 30 days and thereafter further action as determined from time to time.
- 10.9 Should KEHOA hand over any arrear levies for collection, the Owner shall pay fees on the attorney/own client cost/fees scale, including collection commission and tracing fees if any.
- 10.10 Refund of building deposits will only be offset against outstanding levies where the site / property has been inspected by the Estate Manager or Building Inspector. KEHOA will hand over outstanding levies to their attorneys for collection regardless of whether or not a building deposit is held.
- 10.11 KEHOA reserves the right to publish the name and stand numbers of Owners who have defaulted on their levies.
- 10.12 A debit order facility for payment of levies is available and you are urged to make use of this service and ensure levies are paid by the due date in accordance with 10.1 above.
- 10.13 While all steps are taken by KEHOA to ensure contact and personal details are correct in order to ensure that bills of account reach their correct destination, the onus is on Owners to ensure that their details and/or any changes are correct and updated with the Estate Manager and/or Administration Officer.
- 10.14 Should a Resident encounter a problem or fault with water/electrical supply or the roads, these issues are to be reported directly to the correct Municipal offices and not to KEHOA.
- 10.15 If a Resident has given or sold an item to anyone, the person transporting this item out of the Estate must be in possession of a letter or appropriate form signed by the Resident.

11. Use of Parks and Recreational Areas

Numerous open areas have been provided to enhance the Residents' lifestyle. All Owners and their visitors should leave parks as clean or cleaner than they found them. Picnics are encouraged, but the lighting of fires or braais is restricted to the areas specifically allocated.

- 11.1 No plants, shrubs or trees may be removed and the trapping of birds and other animals is not permitted.
- 11.2 Fishing is permitted in our dams, with the exception of the top dam at the main park (adjacent to Kenilworth Street) due to its plastic lining.
- 11.3 The fishing rules are as follows:
 - 11.3.1 Only barbless hooks are permitted.
 - 11.3.2 All fishing is done on a catch and release basis.
 - 11.3.3 Line tackle and bait must be disposed of responsibly.
 Failure to comply with these rules will result in a penalty being levied, and/or a banishment from fishing.
- 11.4 **No bathing in any of the dams is allowed, nor are dogs allowed to swim therein.**
- 11.5 Playground equipment where provided is to be treated respectfully and confined to children under the age of 12 years. Notices regarding this as well as park rules and regulations are prominently displayed.
- 11.6 Several gazebos have been constructed in the parks and these must be left in the condition in which they were found after enjoying the facilities.
- 11.7 **Under no circumstances may engine-driven vehicles of any kind be used in the parks and recreational areas, nor may they be parked there at all.**
- 11.8 The use of the Sports Facility situated between Palomino Place and Ascot Village is restricted to the hours of 09h00 to 19h00 in summer months and 09h00 to 18h00 in winter months
- 11.9 Behaviour in common areas (such as parks etc.) that is deemed to be unacceptable to others (unruly behaviour, offensive language, excessively loud music or the illegal and/or excessive consumption of alcohol) is strongly discouraged and will be dealt with strictly.

12. Environmental and Aesthetic Appearances

The collective pride we have in our Estate depends to a considerable extent on the contribution made by every Owner in creating and maintaining a pleasing appearance of their own property and thereby to the Estate as a whole.

- 12.1 Every Owner has a responsibility to the community to maintain their property in a state that is acceptable to KEHOA. This entails ensuring that the frontage and all elements visible to neighbours and passers-by are painted or maintained to at least the same standard as the KEHOA buildings. Gardens and driveways which are not protected by a fence/wall and are clearly visible from the neighbouring property must be maintained to at least the same standard as the parks and other areas maintained by KEHOA. Failure to meet these requirements will be advised to Owners/occupants by KEHOA with the request that matters be rectified. In the event that nothing is done within 30 days KEHOA reserves the right to levy a penalty for every month or part thereof that the work remains undone or KEHOA will undertake the work themselves at the Owner's expense.
 - 12.1.1 In addition to the requirements in 12.1 above, with the exception of Kenilworth Street and St Cloud Street every Owner/occupant has a responsibility to maintain the pavement area between the road kerb and the boundary of their property which includes watering of any lawn, trees, plants and shrubs planted by KEHOA on the pavement area. For those living in Kenilworth and St Cloud Streets, this applies to the area between the path and their properties.
- 12.2 No trees, plants or pavement lawn may be removed without the permission of KEHOA, and if the plants are damaged in any way, including as a result of building activity, it is the Owner's responsibility to re-instate the lawn area to the satisfaction of KEHOA, failing which KEHOA will re-instate any damage at the Owner's expense. The same rule as above applies to all parks and common property areas. Where a building deposit is held, reinstatement fees will be deducted before refund. Where no building deposit is held, Owners will be billed together with their levies due.
- 12.3 Planting by Owners on the pavement area should not interfere with pedestrian passers-by or obscure the vision of motorists.
- 12.4 Building material, rubble or other refuse must not be dumped on pavement areas, vacant stands or public areas under any circumstances.
- 12.5 KEHOA urges Owners to plant only indigenous flora in their gardens and pavement areas, and that declared noxious flora are not planted.
- 12.6 Owners and their visitors are required to leave any public area they may visit clean and tidy. Litter must be picked up and disposed of in the waste bins provided.
- 12.7 Fishing is permitted under the provisions of 11.2 above but other fauna of any nature may not be chased, trapped or hunted in any area, be it by people or animals.
- 12.8 Flora may not be damaged or removed from any public area.
- 12.9 It must be clearly noted that the use of open space areas, dams, parks, playground equipment and other Estate facilities is made entirely at the Owners', Residents', visitors' or others own risk, with KEHOA disclaiming any responsibility.
- 12.10 Residents are urged to report to the Estate Office any incident of builders or others littering or dumping rubbish/rubble where not permitted or on vacant stands.
- 12.11 Caravans, trailers, boats, Wendy houses, tool sheds, equipment, tools, engine and vehicle parts, as well as accommodation for pets, should be sited out of view and screened from neighbouring properties, using a structure made of poles or reeds etc.. No galvanised iron structures are permitted.

- 12.12 Swimming pool backwash must be connected to the sewer system and NOT to storm water drainage pipes or discharged directly onto the roadways. Please do not backwash during peak periods (07h00 to 09h00 daily).
- 12.13 Any groundwater must be piped and directed into the storm water drainage system on the property where groundwater occurs and NOT discharged directly onto the roadways.
- 12.14 All building activity is governed by the Builders Code of Conduct. A copy of which is available from the Estate Office or can be downloaded off the Kyalami Estates website.
- 12.15 Specific mention needs to be made of the need for all building activity to be properly screened from view at all times. Screens must be erected using green shade cloth of 100% thickness, and be attached to gum poles that are securely driven into the ground. Screening must be a minimum of 1.8 metres high and must be pulled tight between the poles. Screening must be in place from the time building activities start, and be left neat at the end of every day, particularly on Fridays.

13. Clubhouse

The Clubhouse and its facilities are for the use of Kyalami Estate Owners/Residents, and their guests only.

- 13.1 Owners/Residents can log onto the website, www.kyalamiestates.co.za to check availability of the clubhouse. Bookings for the Clubhouse must be made via the Estate Office.
- 13.2 Hire fees will be subject to review from time to time.
 - 13.2.1 It is the hirer's responsibility to clean the Clubhouse after use, failing which KEHOA will clean and deduct the cost thereof from any deposit held. If for any reason the Clubhouse is not in a clean condition when taking possession, please report this to the Estate Office immediately or to security if your function is over a weekend.
- 13.3 The deposit will only be refunded after the function and on inspection of the Clubhouse to ascertain that it has been cleaned by the hirer, and that there are no breakages or damages of whatsoever nature. Any damage in excess of the deposit will be debited to the hirers levy account. Refuse bins are provided and are to be left in the bin yard at the Clubhouse after your function.
- 13.4 Should there be a party with music, please be considerate to Residents in the vicinity. Kindly note that loud music will only be permitted until 22h00. If KEHOA should receive any complaints from Residents during permitted hours, Security has been instructed to inform the hirer and request that the volume be reduced.
- 13.5 Functions are restricted to 60 people.
- 13.6 No tents / marquees are permitted other than for Estate functions organised by KEHOA.

14. Tennis Court

Only players wearing correct tennis shoes are permitted to use the court. **Only shoes with non-marking soles will be allowed.** Anyone found playing on the tennis court with incorrect shoes will be asked to leave the court and will be penalised accordingly.

- 14.1 To book the tennis court Owners/Residents must login to the Kyalami Estates website - www.kyalamiestates.co.za - and book online. Bookings are made in half hour slots with a maximum of one and a half hours consecutive play permitted.
- 14.2 There will be two levels of playing fees; one for play during daylight hours, the other for play using lights and these will be determined from time to time.
 - 14.2.1 Playing fees will be doubled if players do not use their booking without cancelling.
- 14.3 The tennis court lights are switched on and off using the Residents utility card. The Estate Office will activate the card for use at the tennis court.
- 14.4 It is the responsibility of all players when using the Tennis Court facilities to loosen the net and close the gate when play is over.
- 14.5 Should Owners/Residents book the court and not be there to play within 10 minutes of the booked time, the booking will be regarded as cancelled and 14.2.1 will apply.

- 14.6 Parents of any children found on the Tennis Court roller blading, roller skating, cycling, etc. will be subject to a penalty, the amount of which will be determined from time to time. Such penalties, in terms of the Articles of Association, will be debited to the levy account. Children under the age of 12 years **may not use the tennis court unless under supervision of an adult.**

15. Squash Court

- 15.1 Playing fees will be charged at a separate rate to Squash Court Building hire.
15.1.1 Playing fees will be doubled if players do not use their booking without cancelling.
- 15.2 Only players wearing correct squash shoes are permitted to use the court. **Only shoes with non-marking soles will be allowed.** Anyone found to have marked the floor by using the incorrect footwear will be charged with the cost of re-sanding the floor.
- 15.3 Should Owners/Residents book the court and not be there to play within 10 minutes of the booked time, the booking will be regarded as cancelled and 15.1.1 will apply.
- 15.4 To book the squash court Owners/Residents must login to the Kyalami Estates website - www.kyalamiestaes.co.za - and book online.
- 15.5 Children under the age of 12 years **may not use the squash court unless under supervision of an adult.**
- 15.6 The lights are switched on and off using a Residents utility card. The Estate Office will activate the card for use at the squash court.

16. Social and Communication

One of the objectives of KEHOA is to create a community spirit that is conducive to family life. Functions are arranged from time to time to foster this.

- 16.1 Functions for adults and children are organised from time to time. A nominal fee may be levied to cover costs. It is not intended to organise functions for profit-making purposes.
- 16.2 Should Residents wish to assist in organising functions they would be most welcome and should contact the Estate Office.
- 16.4 A Newsletter is published on a regular basis to advise Owners and Residents of events and happenings within the Estate and surrounding areas.
- 16.5 A Kyalami Estates magazine is published on a regular basis. Owners, Residents and advertisers are invited to participate by contributing any newsworthy items by way of editorials. These should be submitted to the Estate Office by e-mail who will forward to the Editor for incorporation, subject to content and space availability.
- 16.6 Advertisements ranging from classified to a full A4 page can be included in the magazine at reasonable rates depending on publication costs, which vary from time to time.
- 16.7 No loose inserts or advertising will be permitted in the Newsletter.

17. Adhering to Architectural Standards

GENERAL

Any Residents contemplating building a new residence or altering an existing one are bound to take into account the Architectural Guidelines, specified in a separate publication and available from the Estate Office or the KEHOA website. The major issues are:

- a) All plans must be submitted to KEHOA for approval.
- b) A Contractors Code of Conduct document must be signed before construction can commence.
- c) All relevant fees must be paid
- d) Penalty levies of 3 times the current levy per month will be imposed for late building. Late building constitutes 6 months for a renovation and 1 year for a new build.

- 17.1 In order to preserve the special style and character of Kyalami Estates it is considered necessary to establish Architectural Guidelines covering aesthetic and design standards for all houses planned, being an essential measure to maintain and protect the standards expected by individual Owners in their major investment within the Estate. Varying Architectural styles need not conflict with one another but should blend in harmoniously, thus creating a visually pleasing development when seen as a whole. It is not intended that individual house designs should be unreasonably restricted, but the Building and Architectural Guidelines Committee collectively scrutinise plans to ensure that the overall character and quality of Kyalami Estate is not visually impaired.
- 17.2 Detailed **Architectural Guidelines** and requirements are published in a separate volume, which is available from the Estate Office or can be downloaded from the website for the benefit of any Resident undertaking a new building or alteration.
- 17.3 Also published in the separate volume are details of the **Contractors Code of Conduct** in respect of building contracting activity as well as information required in order to obtain a contractors security clearance certificate. This document is available from the Estate Office or can be downloaded from the website.
- 17.4 In many instances there is a requirement that neighbouring Owners should approve plans for a variety of reasons. In view of this it will be necessary for the Estate's Building and Architectural Guidelines consultant to visit proposed sites and communicate with the parties undertaking construction as well as neighbours. This helps to ensure correct application of approved plans and adherence to the Builders' Code of Conduct.
- 17.5 In scrutinising plans submitted for approval, the Building and Architectural Guidelines Committee may from time to time need to consult with the parties who have drawn the plans in order to supplement information provided. Residents are requested to ensure that their architects are aware of this and are requested also to facilitate the production of any such information in order not to slow down the process.
- 17.6 The inspection of building sites for the purpose of ensuring that plans are adhered to, is the function of the Building Inspector appointed by the Estate. When plans have been approved subject to stipulations agreed with adjoining Owners, failure to adhere to these stipulations remains the responsibility of the Building and Architectural Guidelines Consultant and adjoining Owners who should report any deviations / failures to adhere to stipulations, to the Estate Office as soon as they become apparent. KEHOA has the right to insist that any deviations to plans are corrected according to what has been approved.

18. Selling and Leasing of Property

The concept of the Estate requires certain procedures to be followed by Estate Agents who operate within the Estate. In order to ensure that the rules that are applicable to Kyalami Estates, and which regulate ownership and occupation of the Estate are made known to Residents, the following procedures relating to the selling or leasing of property shall apply:

- 18.1 Should an Owner want to sell or lease his property, only a Registered Estate Agent may be selected to manage the sale or lease unless the Owner wishes to conduct a private sale/lease.
- 18.2 The Registered Agent/Owner must ensure that the buyer/tenant is informed about and receives a copy of the Community Participation Manual and other administrative regulations applicable at the time.
- 18.3 A clearance certificate must be obtained from KEHOA at a cost which will be advised by KEHOA on application and will be determined from time to time.
- 18.4 Any approval in terms of the rules granted to the seller (in the case of a re-sale) or lessor, prior to the time of sale or lease must be communicated to the buyer or lessee at the time of purchase or lease. Failing this, the buyer or lessee will have recourse against the seller or lessor and not against KEHOA.

- 18.5 The seller or lessor of a property in the Estate shall ensure that the sale/lease agreements contain the following clauses:

18.5.1 Sale

Homeowners' Association Membership

The purchaser acknowledges that he is required, upon registration of the property into his name, to become a Member of the Kyalami Estate Homeowners' Association and agrees to do so subject to the Memorandum and Articles of such Association, and is bound by the rules contained in the Community Participation Manual.

Conditions of Title

The Seller or Lessor shall be entitled to procure that, in addition to all other Conditions of Title, and/or subdivision referred to in the above, the following Conditions of Title be inserted in the Deed of Transfer, in terms of which the Purchaser takes title to the property.

- (a) "Every Owner of the Erf, or any subdivision thereof, or any interest therein, as defined in the Sectional Titles Act, shall become and remain a Member of the Homeowners' Association and be subject to its constitution, until he ceases to be an Owner as aforesaid. Neither the Erf, nor any subdivision thereof, nor any interest therein, nor any unit thereon, shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners' Association."
- (b) "The Owner of the Erf, or any subdivision thereof, or any interest therein, or any unit thereon as defined in the Sectional Titles Act, shall not be entitled to transfer the Erf or any subdivision thereof, or any interest therein, or any unit thereon, without a clearance certificate from the Homeowners' Association that the provisions of the Articles of Association have been complied with." "The terms "Homeowners' Association" in the aforesaid Conditions of Title shall mean the Kyalami Estate Homeowners' Association (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions, in any manner in order to effect registration of same, the purchaser of same hereby agrees to such amendment."

The seller must personally ensure that the buyer is informed about, and receives a copy of the Community Participation Manual and any other administrative regulations applicable at the time.

18.5.2 Lease

18.5.2.1 The Lessee acknowledges that, upon occupation of his premises, he and his family, his visitors and domestic staff shall adhere to the rules and regulations as contained in this document.

18.5.2.2 The Lessor must personally ensure that the Lessee receives a copy of the Community Participation Manual, and any other administrative regulations applicable at the time and binds his Lessee to the rules and regulations in the lease.

- 18.6 All Title Deeds of properties situated in all Kyalami Estate phases and extensions, which constitute the company, **Kyalami Estate Homeowners' Association**, (KEHOA) include a clause to the effect that every person owning a property is a member of Kyalami Estate Homeowners' Association, a Company registered under Section 21 of the Companies Act. In addition, the Title Deeds must state that no property shall be transferred unless the letters of transfer include a clearance certificate from KEHOA.

- 18.7 The clearance certificate is issued by KEHOA at a cost, which may change from time to time. This clearance certificate refers to three items, namely:

18.7.1 that the provisions of the Articles of Association have been complied with, and

18.7.2 that the purchaser has bound himself to become a member, and

18.7.3 the seller has no outstanding matters with KEHOA.

- 18.8 The Articles of Association Clause 53 states that no member shall transfer his unit until a trustee has certified that the member has fulfilled his financial obligations as at date of transfer, and that the proposed transferee has agreed to become a member, and that the member is not in breach of any of the Articles where the member has been notified of such breach. Clause 53 also states that no Unit or any interest therein shall be alienated without the consent of the Association.
- 18.9 Accordingly the Board has laid down certain rules and procedures to ensure that the relevant clearance certificate can be issued. These procedures are:
- 18.9.1 The proposed purchaser of a unit is required to sign a document confirming that;
- 18.9.1.1 he is aware that he, in purchasing in Kyalami Estate, becomes a member of the Homeowners' Association (KEHOA) and is subject to the Memorandum and Articles of Association, and to the payment of any monies levied by KEHOA as agreed at periodic general meetings;
- 18.9.1.2 he is in receipt of KEHOA's Community Participation Manual and agrees to abide by them.
- This document is to be handed to the transferring attorney for onward transmission to KEHOA.
- 18.9.2 The transferring attorneys must be advised to contact KEHOA's Administration Officer, in order to obtain the clearance certificate required, during normal office hours.
- 18.9.3 Upon receipt of the financial consideration (cash or bank guaranteed cheque) and the purchaser's certificate, a Clearance Certificate is to be sent to the transferring attorneys.
- Please note that all monies due to KEHOA for clearance certificate purposes are payable by the Seller. The transferring attorney must advise KEHOA at the time that transfer takes place. KEHOA is not able to do the final accounting to the Seller on a property until that notification is received.
- We must emphasise that it is very important that the above clearance certificate procedure is carried out timeously as there have been a number of cases where transfers have been unduly delayed with transfer documents being rejected by the Deeds Office due to the lack of Clearance Certificate being issued.**
- 18.10 In the case of a property registered in a Close Corporation being sold, the Agent must advise the purchaser to confirm with KEHOA's Administration Department that the levy account is up to date with no outstanding debt. The Estate Agent must ensure that the members of the Close Corporation are in possession of the Community Participation Manual incorporating the Memorandum and Articles of Association.

19. Estate Agents Registration Procedure Document

This document is obtainable from the Estate Office. It is available to all Estate Agents wishing to operate within Kyalami Estates.

- 19.1 It is imperative that the Agencies that are registered and operate in Kyalami Estate are informed and aware of all the procedures, rules and regulations pertaining to Kyalami Estate in order to inform prospective buyers what Kyalami Estate has to offer and to ensure that they are aware of the implications of purchasing in Kyalami Estate.
- 19.2 Agents must complete and sign an Estate Agent Registration Agreement after discussion with the Estate Manager and return it to Estate Office. All enquiries can be made to the Estate Manager on (011) 468-3001.
- 19.3 Applications to become a Registered Agent can be made at the Estate Office. Estate Agents will be advised in writing whether or not their application has been successful.

Prestigious Living Combining Nature and Tranquillity for Unsurpassed Comfort

SCHEDULE OF PENALTIES APPLIED BY KEHOA
(*APPLICABLE WITH EFFECT FROM 1ST June 2014*)

	1 st Offence	Subsequent Offence
Conduct Rules		
2.5 Acts of vandalism and malicious damage to property	R5000	R5000
Use of Roads		
4.1 & 4.2 Reckless and/or dangerous driving/exceeding the speed limit	R500	R3000
4.4 Use of engine powered vehicles in parks or on pavements	R500	R1000
4.5 Regular parking on pavements or verges	R200	R1000
4.6 Use of vehicles with noisy exhaust systems (other than entering and leaving)	R200	R1000
4.7 Use of unroadworthy vehicles	R500	R1000
4.8 Use of vehicles by unlicensed drivers	R1000	R5000
4.9 Excessive noise of vehicles and/or drivers between the hours of 22h00 and 06h00	R200	R1000
Running a Business in the Estate		
5.1 Offences related to operating a business	R1000	R5000
Good Neighbourliness		
6.1 Excessive noise resulting in unreasonable disturbance of neighbours	R500	R1000
6.2 Use of noisy mechanical equipment, lawnmowers etc. outside permitted hours	R200	R1000
6.3 Exposed laundry lines	R200	R500
6.4 Refuse placed outside properties other than on designated days	R200	R500
6.5 & 6.6 Advertising	R200	R1000
Tenants, Visitors and Employees		
7.1 Failing to inform KEHOA of new tenant, checks and details	R200	R1000
Pets		
8.2 Keeping more than 3 small dogs and/or cats or 2 large dogs	R500	R1000
8.4 Keeping live poultry, wild animals etc., aviaries, catteries, kennels	R500	R1000
8.5 Pets not on leashes, causing a disturbance	R500	R1000
8.6 Non removal of excrement	R500	R1000
8.7 Pets swimming in dams	R200	R500
8.8 & 8.9 & 8.10 Contravention of Municipal Dog bye-laws	R200	R1000
Security		
9.3 Abuse of access rights system	R300	R1000
2.4 & 9.4 Unruly, abusive, unacceptable behaviour by Residents, tenants, visitors, employees towards Estate staff and sub-contractors.	R500	R1000
9.5 Contractors working outside permitted hours	R500	R1000
9.8 Employing staff with invalid or uncertified ID's, work permits and the like	R500	R1000
Use of Parks and Recreational Areas		
11.1 Removal of plants & trees, trapping of birds and animals	R1000	R5000
11.2 & 11.3 Not adhering to KEHOA's fishing rules or fishing in the Main Park top dam	R200	R1000
11.4 Swimming in Dams	R200	R1000
Environmental & Aesthetic Appearances		
12.1 & 12.1.1 Failure to maintain properties/gardens/frontages	R500	R1000
12.4 Failure to remove rubble	R500	R2000
12.5 Planting of declared noxious flora	R500	R1000
12.11 Visible caravans, trailers, boats, Wendy houses etc.	R200	R1000
12.12 Swimming pool backwash or groundwater being discharged onto roads	R500	R1000
Tennis Court and Squash Court		
14 & 15 Abuse of tennis court and squash court	R1000	R5000
Adhering to Architectural Standards		

Failure to complete construction within stipulated period (6 months for renovations/12 months for new build)	3 times current levy per month	3 times current levy per month
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Architectural / Building Pavement Deposits

New Dwellings

- **R15,000 pavement/building deposit** to be paid prior to commencement of work
- **R1,000 architectural scrutiny** to be paid on presentation of plans

R14 000 refundable on **completion of dwelling** (non-interest bearing):

Completion of dwelling defined as follows:

- A copy of the Occupation Certificate to the Estate Office
- Finalisation of all aspects of construction
- Driveway completed
- Garden completed
- Painting completed
- Re-establishment of grass verge / pavement area to a standard at least equivalent to that in the parks
- Removal of all building materials
- Removal of all rubble
- Road cleaned
- Removal of builders board
- Replacement of kerbs if damaged by builders / deliveries

Alterations / Additions / Boundary Wall / Swimming pool / Small Additions / Small Alterations

- **R10,000 pavement/building deposit** to be paid prior to commencement of work
- **R1,000 architectural scrutiny** to be paid on presentation of plans

R10,000 refundable on **completion of alteration / addition** (non-interest bearing):

Completion of alteration / addition / boundary wall / swimming pool / small addition / small alteration defined as follows:

- Finalisation of all aspects of construction
- Driveway completed
- Garden completed
- Painting completed
- Re-establishment of grass verge / pavement area to a standard at least equivalent to that in the parks
- Removal of all building materials
- Removal of all rubble
- Road cleaned
- Replacement of kerbs if damaged by builders / deliveries

**AN INSPECTION BY KEHOA WILL BE CARRIED OUT
TO ENSURE ALL THE ABOVE IS IN ORDER
BEFORE REFUNDS ARE PAID**