



**Community Participation Manual**

## 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.

## 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 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.
- 2.4 In the event of annoyances, disputes or complaints arising relating to issues contained in this manual, the involved parties should 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 Trustees for arbitration and settlement.
- 2.5 Incidences of abusive behaviour towards any employees of KEHOA and/or its contractors will not be tolerated and action in the form of prosecution and/or substantial fines will be instituted after appropriate investigation.
- 2.6 Rules may only be changed by the Members, in a General Meeting.

## 3 General

- 3.1 The Trustees have the right to impose fines on transgressors where any of the rules and regulations contained in the Community Participation Manual are broken. Such fines will be included in and form part of the monthly levy statement. Failing payment of such fines, KEHOA reserves the right to take further action. Details of fines prescribed for various contraventions are contained in an addendum to this Manual. Provisions, where a fine is mandated are marked \*.
- 3.2 Should a difference between KEHOA and an owner not be resolved through normal avenues and litigation ensues, the owner and Trustees consent to the jurisdiction of the Magistrate's Court.

## 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 basis.

- 4.6 \*The use of motor cycles or any other vehicles with 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.

## 5. Good Neighbourliness

- 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 Not more than 20% of the floor area of any house may be used for business purposes.
  - 5.1.2 The number of people working therein, are restricted to the owner and not more than two employees, provided that the owner is present and lives on the property.
  - 5.1.3 The type of business is restricted. There may be no manufacturing or direct sales.
  - 5.1.4 Restrictions in 5.1.3 above are designed to limit the flow of people and traffic, and for various other reasons, not the least being security.
  - 5.1.5 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 1<sup>st</sup> April. Where businesses are found to be operating without having been registered, a penalty will be levied.
- 5.2 \*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.
- 5.3 \*Mechanical equipment, maintenance, the use of power saws, lawn mowers and the like, should only take place during the following hours:

<b>Mondays to Friday</b>	08h00 to 18h00
<b>Saturday</b>	09h00 to 16h00
<b>Sundays</b>	09h00 to 13h00

- 5.3.1 Alternative power supplies / generators may only be installed after prior consultation with your neighbours and must be discreetly sited (as provided for in the Architectural Guidelines sub-section 2 clause 2.6). Generators must be sited within the building lines and clause 5.8 of the Community Participation Manual must be adhered to. Generators must be enclosed in a sound dampening enclosure. Generator sound levels must be between 70 and 75 dBa at 7 metres. Use of generators should only take place between 5h30 and 22h00. Should specific circumstances prevail that require use of a generator outside of these hours special permission can be applied for from the Estate Manager.
- 5.4 \*Laundry must only be hung on washlines screened from the roads.
- 5.5 \*Any refuse for disposal may not be placed on the pavements, except early on the day of collection.
- 5.6 \*No advertisements or publicity material of any nature may be exhibited or distributed without the prior written consent of KEHOA under special circumstances.
- 5.7 \*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.

- 5.8 \*Caravans, trailers, boats, wendy houses, tool sheds, equipment, tools, engine/vehicle parts and pet accommodation must be sited out of public view and screened from neighbouring properties.

## 6. Tenants, Visitors and Employees

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

- 6.1 Should any owner let their property they shall, in writing, advise KEHOA of the name, contact number of the lessee, and the lease period. The owner is obliged to inform the lessee of the Estate rules and regulations and bind the lessee to conform therewith.
- 6.2 \*The occupiers of any property within the Estate are responsible for the conduct of their staff, visitors, contractors and employees, and must ensure that all such persons obey the Estate rules. If these persons fail to adhere thereto, KEHOA reserves the right to deny the transgressors future entry, and levy fines to the owners of the said property.

## 7. Pets

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

- 7.1 The local bye-laws relating to pets/animals will be strictly enforced, so please ensure that you are aware of the regulations.
- 7.2 \*No household may keep more than three small dogs and/or cats or two large dogs on the property.
- 7.3 Every pet must have and wear a collar and tag indicating contact details of the owner and/or a SPCA tag available.
- 7.4 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.
- 7.5 **\*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.
- 7.6 Should any excrement be deposited in a public area, the immediate removal thereof shall be the responsibility of the owner of the pet.
- 7.7 \*Pets found on the Estate with or without identification tags will be impounded by Estate security and handed to the SPCA. The owner will be responsible for the collection and payment of any costs incurred and KEHOA further reserves the right to request any owner to remove his/her pet(s) should a continued nuisance or disturbance be created and reported.
- 7.8 Under no circumstances whatsoever are pets allowed to swim in the dams on the Estate.**
- 7.9 Contravention of Municipal Dog Bye-laws:  
Subject to provisions to the contrary in these bye-laws or any other bye-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
- 7.10 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
- 7.11 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

## 8. Security

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

- 8.1 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.
- 8.2 The Gatehouses are manned 24 hours per day and the Estate is constantly patrolled by security guards.
- 8.3 Access cards for owners / residents and their employees must be purchased from KEHOA. An application form obtainable at the Estate Office, is to be completed and cards will be issued within 24 hours after the required payment is received. Strict control over the cards must be maintained to prevent their misuse and under no circumstances should cards be issued to casual visitors or to contractors / sub-contractors. It is the responsibility of residents to ensure that all lost cards are reported immediately. Access cards are not transferable
- 8.4 Every owner / resident must request visitors to adhere to the security protocol and treat security personnel in a co-operative and courteous manner.
- 8.5 \*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 fine will be imposed. 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.
- 8.6 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 Managers, Security Supervisor or the Security Director.
- 8.7 In the interest of the safety of residents a decision was taken to close Gate 2 (Lyndore Avenue) between the hours of 22:00 and 5:00. The reason for this being that this road is regarded as unsafe due to the lack of lighting and the fact that reports of attacks on people have been received. The situation will be monitored and residents notified of anticipated changes.
- 8.8 Residents are strongly discouraged from employing unknown casuals, gardeners and/or other categories of casual workers in the Estate. 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.
- 8.9 For the purposes of verification each resident will be issued with a code number which must be quoted when clearing visitors. The Security Office must be advised in advance of the pending arrival of visitors or service providers to a particular owner / resident. "Open" functions are not permitted, as there is no control over who enters the Estate. Lists of invitees for large functions, especially where the expected number of guests exceeds ten, can be lodged with Security, who will ensure that only invited guests are pre cleared and admitted.
- 8.10 Every property must have the correct stand 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 respond to alarm calls.
- 8.11 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 2 (two) per property per month.

- 8.12 Contractors, sub-contractors, workers, domestics, gardeners and others must enter through the Gatehouses in accordance with the designated security provisions in force at the times of entry.

## **9. Administration**

- 9.1 Levies become 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.
- 9.2 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 undermentioned rules and regulations will then apply to the new owner(s).
- 9.3 Penalties will be charged on all accounts in arrears.
- 9.4 A further penalty, the nature to be determined from time to time, will be imposed on any accounts unpaid after 60 days.
- 9.5 No construction may take place or continue if and when levies are in arrears.
- 9.6 Levies for the following month are processed on approximately the 15<sup>th</sup> day of the current month in order to allow for timeous processing. All levy payments up to this date will be reflected on the statement, payments received after the 13<sup>th</sup> will be reflected on the following month's statement. Statement details are available to all residents on the Estate Website through the use of an individual security code. Statements will only be posted and emailed to those owners who specifically ask for this service.
- 9.7 Access cards will not be issued and/or will be de-activated on all overdue levies i.e. if a levy is outstanding on the 20<sup>th</sup> of the month when the levy is raised for payment for the next month.
- 9.8 KEHOA reserves the right to take legal action on any overdue accounts. Legal action may be taken in the form of a letter of demand from our attorneys on all accounts in arrears over 30 days and thereafter further action as deemed necessary, in liaison with our attorneys, to recover monies outstanding.
- 9.9 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.
- 9.10 Refund of development deposits will only offset against outstanding levies where the site / property has been inspected by the Estate Manager. KEHOA will hand over outstanding levies to their attorneys for collection regardless of whether or not a development deposit is held.
- 9.11 KEHOA reserves the right to publish the name and stand numbers of owners who have defaulted on their levies.
- 9.12 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 9.1 above.
- 9.13 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 Estate Manager and/or Administration Officer.

## **10. 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.

- 10.1 No plants, shrubs or trees may be removed and the trapping of birds and other animals is not permitted.
- 10.2 No bathing in any of the dams is allowed, nor are dogs allowed to swim therein.**

- 10.3 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.
- 10.4 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.
- 10.5 **\*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.**
- 10.6 \* The use of the Sports Facility situated between Palomino Place and Ascot Village is restricted to the hours of 09h00 to 18h30 Summer months and 09h00 to 18h00 in Winter months

## 11. 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.

- 11.1 \*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 to an acceptable standard, where appropriate, and that gardens and driveways which are not protected by a fence/wall or are clearly visible from the neighbouring property are 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 fine for every month or part thereof that the work remains undone.

11.1.1 In addition to the requirements in 11.1 above, 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.

- 11.2 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 deposit is held reinstatement fees will be deducted before refund. Where no deposit is held owners will be billed together with their levies due.
- 11.3 Planting by owners on the pavement area should not interfere with pedestrian passers-by or obscure the vision of motorists.
- 11.4 \*Building material, rubble or other refuse must not be dumped on pavement areas, vacant stands or public areas under any circumstances.
- 11.5 Garden walls and outbuildings visible from the road should be maintained and painted to the satisfaction of KEHOA.
- 11.6 In the event of the above requirements not receiving satisfactory treatment or attention, KEHOA, after having given the owner written notices thereof, reserves the right to undertake the necessary work at the owner's expense, with such costs forming part of the levy collected in the following month.
- 11.7 Owners must ensure that declared noxious flora are not planted or allowed to grow in their gardens or on pavement areas.
- 11.8 A particular appeal is made to owners and others to leave any public area they may visit in as clean a condition as it was found and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.

- 11.9 Fauna of any nature may not be chased, trapped or hunted in any area, be it by people or animals. Flora may not be damaged or removed from any public area.
- 11.10 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.
- 11.11 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.
- 11.12 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. No galvanised iron structures are permitted.
- 11.13 Swimming pool backwash must be connected to the sewer system and NOT to storm water drainage pipes or discharged directly onto the roadways.

## 12. Clubhouse

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

- 12.1 To book the clubhouse owners / residents must login to the Residents Area on the Kyalami Estates website [www.kyalamiestates.co.za](http://www.kyalamiestates.co.za) and book online. Following successful online booking owners/residents must complete an application form available at the Estate Office during office hours.
- 12.2 Hire fees can be ascertained from the Estate Office and will be subject to review from time to time.
- 12.3 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 security when they open the Clubhouse for your function.
- 12.4 The deposit will only be refunded after the function and on inspection of the Clubhouse to ascertain 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 at the Clubhouse.
- 12.5 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.
- 12.6 Functions are restricted to 60 people.
- 12.7 No tents / marquees are permitted other than for Estate functions organised by KEHOA.

## 13. Tennis Court

It is the ultimate intention for a tennis committee to be formed to take over the operation of all aspects of tennis. Pending this development, the following regulations will apply:

- 13.1 \*Only players wearing correct tennis shoes are permitted to use the court. **No shoes with black soles will be allowed.** Anyone found playing on the tennis court with black-soled shoes will be prohibited from playing tennis and will be fined accordingly.
- 13.2 To book the tennis court owners/residents must login to the Residents Area on the Kyalami Estates website [www.kyalamiestates.co.za](http://www.kyalamiestates.co.za) and book online.
- 13.3 In order for the tennis court to be unlocked, please telephone the Control Room on (011) 468 2692.
- 13.4 There will be no charge to residents using the Tennis Court during the hours of daylight.
  - 13.4.1 After dark R5 coins can be inserted into the meter which will provide you with 30 minutes of lighting. Fees are subject to change from time to time.

- 13.5 It is the responsibility of all players when using the Tennis Court facilities to lock up when play is over.
- 13.6 Should owners / residents book the court and not be there to play within 10 minutes of the booked time, the court can be used by other players. Please ensure that the court is vacated on expiry of the booked time.
- 13.7 \*Parents of any children found on the Tennis Court roller blading, roller skating, cycling, etc. will be subject to a fine, the amount of which will be determined from time to time. Such fines, in terms of the Articles of Association, will be debited to the levy account. This figure is subject to change from time to time.
- 13.8 \*Children under the age of 12 years **may not use the tennis court unless under supervision of an adult.**

## 14. Squash Court

It is the ultimate intention for a squash committee to be formed to take over the operation of all aspects of squash. Pending this development, the following regulations will apply:

- 14.1 A joining fee to be determined from time to time is payable at the Estate Office. Credits for playing time (45 minutes) are to be bought from the Estate Office and are subject to change from time to time. Credits booked will be loaded the following day.
- 14.2 \*Only players wearing correct squash shoes are permitted to use the court. **No shoes with black soles will be allowed.** Anyone found playing on the squash court with black-soled shoes will be prohibited from playing squash and will be fined accordingly.
- 14.3 To book the squash court owners/residents must login to the Residents Area on the Kyalami Estates website [www.kyalamiestaes.co.za](http://www.kyalamiestaes.co.za) and book online.
- 14.4 Should owners / residents book the court and not be there to play within 10 minutes of the booked time, the court can be used by other players.
- 14.5 \*Children under the age of 12 years **may not use the squash court unless under supervision of an adult.**

## 15. Social & 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.

- 15.1 Children's functions such as Easter, Halloween and a Christmas Party may be arranged annually.
- 15.2 In addition, other functions for adults and children are organised at which a nominal fee is levied to cover costs. It is not intended to organise functions for profit-making purposes.
- 15.3 Should residents wish to assist in organising functions they would be most welcome and should contact the relevant Director or the Estate Office.
- 15.4 A community newsletter and/or newsflash bulletins are published on a regular basis to advise owners and residents of events and happenings within the Estate and surrounding areas. Owners, residents and advertisers are invited to participate by contributing any newsworthy items by way of editorials. These should be submitted to the Editor for incorporation, subject to content and space availability. Contributions should be handed in at the Estate Office.
- 15.5 Advertisements ranging from classified to a full A4 page can be included at reasonable rates depending on publication costs, which vary from time to time. The rates are published in each Newsletter.
- 15.6 No loose inserts will be permitted in the Newsletter.

## **16. 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. The major issues are:**

- a) All plans must be submitted to KEHOA for approval.**
- b) A Builders Code of Conduct document must be signed before construction can commence.**
- c) A contractor's security clearance certificate must be issued by KEHOA.**
- d) All relevant fees must be paid**

- 16.1 In order to preserve the special style and character of Kyalami Estate 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.
- 16.2 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 Architectural Director and the Architectural Consultants individually or collectively scrutinise plans to ensure that the overall character and quality of Kyalami Estate is not visually impaired.
- 16.3 Detailed architectural guidelines and requirements are published in a separate volume, which is obtainable from the Estate Office for the benefit of any resident undertaking a new building or alteration.
- 16.4 Also published in the separate volume are details of the Code of Conduct in respect of building contracting activity as well as information required in order to obtain a contractors security clearance certificate.
- 16.5 In many instances there is a requirement that neighbouring owners should approve plans for a variety of reasons. In view of this it may be necessary for the Estate's architectural consultant to visit proposed sites and communicate with the parties undertaking construction as well as neighbours. This helps to foster a clearer understanding of contentious issues.
- 16.6 In scrutinising plans submitted for approval, the architectural consultant 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.
- 16.7 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 Metro Council. When plans have been approved subject to stipulations agreed with adjoining owners, failure to adhere to these stipulations remains the responsibility of the adjoining owner 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 such agreements be adhered to.

## **17. 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 Estate, and that regulate ownership and occupation of the Estate are made know to residents, the following procedures relating to the selling or leasing of property shall apply:**

- 17.1 Should an owner want to sell or lease his property, only an accredited Estate Agent may be selected to manage the sale or lease unless the owner wishes to conduct a private sale/lease.

- 17.2 The accredited 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.
- 17.3 A clearance certificate must be obtained from KEHOA at a cost which will be advised by KEHOA on application and which may change from time to time.
- 17.4 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.
- 17.5 The seller or lessor of a property in the Estate shall ensure that the sale/lease agreements contains the following clauses:

### **17.5.1 Sale**

#### **17.5.1.1 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.**

#### **17.5.1.2 Conditions of Title**

- (a) 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.
- (b) "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."
- (c) "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.

### **17.5.2 Lease**

17.5.2.1 "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."

17.5.2.2 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. Estate Agents Accreditation Procedure Document

This document is obtainable from the KEHOA office. It is available to all Estate Agents withing to operate within Kyalami Estates and details the procedures and necessary documentation required for the sale and transfer of properties in Kyalami Estates.

We trust you will appreciate that these guidelines exist to maintain the quality of life and ensure that the aesthetic appeal of our Estate is not unnecessarily disturbed.

In addition, we have unfortunately found it necessary to introduce a new procedure whereby residents must confirm individual agency or agent mandate and/or sole mandate to sell their property.

We would like to bring the following to your attention. Please read carefully.

- 18.1. 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.
- 18.2. 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:
  - 18.2.1. that the provisions of the Articles of Association have been complied with, and
  - 18.2.2. that the purchaser has bound himself to become a member, and
  - 18.2.3. the seller has no outstanding matters with KEHOA.
- 18.3. 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.
- 18.4. Accordingly the Board has laid down certain rules and procedures to ensure that the relevant clearance certificate can be issued. It is important that Estate Agents who are accredited to practice in Kyalami Estate are aware of these in order that any sale they conclude can be easily finalised. These procedures are:
  - 18.4.1. The proposed purchaser of a unit is required to sign a document confirming that;
    - 18.4.1.1. 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;
    - 18.4.1.2. 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.
  - 18.4.2. The transferring attorneys must be advised to contact KEHOA's Administration Officer, in order to obtain the clearance certificate required, during normal office hours.
  - 18.4.3. 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.**

- 18.5. 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.
- 18.6. Number of boards permitted are as follows:
  - 18.6.1. Four "For Sale" boards at the house on show on the show day.
  - 18.6.2. **No door-to-door pamphlet drops or soliciting will be permitted, please use our Newsletter to advertise.**
  - 18.6.3. No streamers, bunting, flyers, umbrellas, balloons and the like are permitted on pavements, or visible from the street.
  - 18.6.4. Agents are required to abide by our Community Participation Manual.
  - 18.6.5. **No boards whatsoever may be left on display outside of viewing times.**
- 18.7. It is imperative that the Agencies that are accredited 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.

KEHOA has therefore imposed an Accreditation Fee, which will cover the costs of regular communication, Newsletters and folders for houses advertised in the Sunday Showhouse Bulletin. No person, body or Company will be entitled to sell property at Kyalami Estate unless and until this fee has been paid. No refunds are applicable. The amount will be reviewed from time to time.
- 18.8. Agents must complete and sign an Estate Agent Accreditation Agreement after discussion with the Estate Manager and return it to Estate Manager's office. All enquiries can be made to the Estate Manager on (011) 468-3001.
- 18.9. Applications to become an Accredited Agent can be made at the Estate Office. Estate Agents will be advised in writing whether or not their application has been successful.

**SCHEDULE OF FINES APPLIED BY KEHOA**  
**(APPLICABLE WITH EFFECT FROM 1<sup>ST</sup> APRIL 2004)**

	<b>MIN</b>	<b>MAX</b>
Reckless and/or dangerous driving	R300	R3000
Use of engine powered vehicles in parks or on pavements	R1000	R1000
Use of vehicles with noisy exhaust systems (other than entering and leaving)	R200	R1000
Use of unlicensed vehicles	R200	R1000
Use of vehicles by unlicensed drivers	R200	R1000
Excessive noise of vehicles and/or drivers between the hours of 22h00 and 06h00	R200	R1000
Excessive noise resulting in unreasonable disturbance of neighbours	R500	R1000
Use of noisy mechanical equipment, lawnmowers etc. outside laid down hours	R200	R1000
Exposed laundry lines	R200	R1000
Refuse placed outside properties other than on designated days	R200	R1000
Abuse of access card system	R500	R1000
Caravans, trailers, boats parked outside properties for more than 14 days	R200	R1000
Unruly, abusive, unacceptable behaviour by residents, tenants, visitors, employees	R500	R5000
Exceeding permitted number of pets	R250	R500
Pets roaming in streets	R250	R500
Prohibited Animals	R500	R1000
Pets in parks not on leashes	R250	R500
Pets swimming in dams	R250	R500
Failure to maintain properties / gardens / frontages	R250	R1000
Distribution of advertising / publicity material	R1000	R1000
Residents issuing builders / contractors with normal access cards	R1000	R5000
Contractors / builders leaving place of work on foot	R1000	R5000
Working outside prescribed hours	R1000	R5000
Failure to keep sites clean and tidy	R1000	R5000
Failure to move material off pavements / roadways	R1000	R5000
Cleaning / sweeping of roadways	R1000	R5000
Failure to remove rubble	R1000	R5000
Failure to complete construction within stipulated period	R1000 per month for 3 months	R5000 per month in excess of 3 months
Estate Agent Boards placed in unauthorised positions	R500	R500
Businesses failing to register	R500	R1000
Abuse of sporting facilities	R250	R1000

## **Architectural / Building Pavement Deposits**

### **New Dwellings**

- **R15 000.00** to be paid prior to commencement of work
- **R570.00** architectural scrutiny to be paid on presentation of plans

**R14 000.00** 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 000.00** to be paid prior to commencement of work
- **R570.00** architectural scrutiny to be paid on presentation of plans

**R10 000.00** fully 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**