



# Estate Rules

6 April 2023

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## Definitions

|                     |   |
|---------------------|---|
| “Association”       | The Kraaibosch Country Estate and Kraaibosch Manor Homeowners Association.  |
| “Board of Trustees” | The Board of Trustees of the HOA.   |
| “Communal area”     | The total area of the Estate excluding members’ erven.  |
| “Constitution”      | The Constitution of the HOA, including all rules and regulations made by the Board of Trustees in terms thereof.  |
| “Email”             | In respect of a Member, an email sent to the email address to which the Member’s monthly Esatate levy statement is sent.  |
| “Estate”            | Kraaibosch Country Estate and Kraaibosch Manor.   |
| “Estate Rules”      | These Rules.  |
| “KHOA”              | The Kraaibosch Country Estate and Kraaibosch Manor Homeowners Association.  |
| “Member”            | Every registered owner of an erf in the Estate.   |
| “Resident”          | Other than a member, every natural person who resides on the Member’s Erf.  |
| “Swales”            | The sensitive manicured lawn areas alongside Kraaibosch Boulevard, Goukou Crescent, Kaaimans Boulevard and Keiskamma Crescent channelling rainwater towards the respective drainage points. |
| “Sidewalk”          | The part of the Communal Area between the edge of the paved streets and adjacent erf street-side boundaries but excludes Swales.  |
| “Tenant”            | The person or persons to whom a property let by a member.   |
| “Visitor”           | Other than a member or a resident, every natural person who is present on the Estate by permission of or on request of a member.  |

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### **Contact Details**

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|--------------------------------------|--|
| Admin/Reception at the Estate Office | 044 004 0102<br>admin@kraaibosch.org     |
| Estate Manager                       | 044 004 0105<br>manager@kraaibosch.org   |
| Assistant Estate Manager             | 044 004 0106<br>assistant@kraaibosch.org |
| Finance Manager                      | 044 004 0104<br>accounts@Kraaibosch.org  |
| Security Manager                     | 044 004 0107<br>security@kraaibosch.org  |
| Access Control/ Security Gate        |  |
| Manor                                | 044 004 0101                             |
| Country Estate                       | 044 004 0103                             |

To report a breach of the Estate Rules please contact the Security Gate. Alternatively an email can be sent to the Estate Manager at [manager@kraaibosch.org](mailto:manager@kraaibosch.org)

### **1. The Purpose of the Estate Rules**

The Estate was designed to provide a secure and harmonious lifestyle. These Estate Rules protect and enhance this lifestyle and create an environment in which all residents can live on the Estate in a harmonious and socially acceptable manner thereby enhancing the property values in the Estate. Communal living brings responsibilities along with its benefits and requires a mutually acceptable set of rules to ensure the protection of the lifestyle and the investment of the Members.

### **2. Interpretation of the Estate Rules**

These Estate Rules supplement the Constitution and should be read with the Constitution. Should any section of these Estate Rules conflict with any provision of the Constitution, the latter shall prevail.

### **3. Estate Manager and Assistant Estate Manager**

The Estate Manager and Assistant Estate Manager of the HOA have been authorized by the Board of Trustees to ensure compliance with the Constitution and with the Estate Rules.

### **4. Compliance**

Members are responsible for ensuring that their Residents abide by the contents of the Estate Rules. Any breach of the Estate Rules by any Resident will be regarded as a breach by the Member.

### **5. Penalties**

5.1 The Board of Trustees may, in terms of Clause 18 of the Constitution, determine (and modify) penalty to be imposed on a Member in the event of a breach of the Constitution or the Estate Rules. The current fine structure is available on [www.kraaibosch.org/documents](http://www.kraaibosch.org/documents).

5.2 The Board of Trustees may at their discretion, decide the period within which penalty are payable, as well as additional penalties and/or penalty and/or interest to be applied when penalty are not timeously paid.

5.3 All penalty levied on a Member shall be communicated to the Member in an

email which will be regarded as duly delivered once emailed. The Email will contain details of the breach that caused the fine to be levied and will clearly state the date by which the fine should be paid.

5.4 The Board of Trustees shall be entitled without notice to cancel the security access to the Estate of any visitor who breaches the Constitution, the Estate Rules or any rules, regulations or declarations issued in terms thereof.

5.5 Members may employ the Dispute Resolution Regulation in clause 13 of these rules if they wish to dispute either a breach or the ensuing fine.

5.6 In the event of a continuing breach, such breach will be regarded as a separate breach, subject to its own fine, for every 7 days that the breach continues.

## **6. Use of Streets**

6.1 The provisions of all legislation and regulations that apply to the use of public roads in the George Municipal area are hereby incorporated into the Estate Rules and will be regarded as part of these rules. Restrictions and specifications relating to the authority to erect street signs, specifications of the dimensions and placement of such signs, and the enforcement of the provisions of such legislation and regulations, are excluded from the incorporation. The Trustees will have the right to enforce the incorporated provisions and issue penalties for breaches of the provisions.

6.2 Pedestrians, animals, birds and wildlife shall at all times have the right of way within the Estate.

6.3 Children are allowed to play in the streets on condition that their activities do not cause a nuisance to the Residents.

6.4 No parking is allowed on Kraaibosch Boulevard, Goukou Crescent, Kaaimans Boulevard and Keiskamma Crescent or on their sidewalks or swales.

6.5 The parking of any boat, caravan, trailer or commercial type of vehicle, as well as any vehicle not in good working order in such a way that such item is visible from anywhere other than the Member's erf, is prohibited. In case of a dispute whether the item in question is parked in contravention of this section, the decision of the Estate Manager will be final.

6.6 Vehicles may only be parked on Members' erven and on the driveway on an erf provided that the driveway is long enough to contain the entire vehicle length without any part of it protruding into the street. Members' visitors and contractors may, subject to 6.4 above, temporarily park on the sidewalk in front of the Member's house. In case of any dispute, the determination by the Estate Manager whether a vehicle is parked temporarily or not will be final. This rule may be relaxed on a temporary basis (e.g. when friends and family visit MEMBERS during school holidays, weekends etc.). A written application must be lodged at the Estate Manager offices on a weekday at least 24 hours before the permission is required.

6.7 No vehicles may be driven over a swale when entering a member's erf.

## **7. Refuse**

7.1 All household refuse, recyclable garbage and garden refuse must be placed in the appropriate bags as per Municipal regulations and placed on the sidewalk for collection on the appropriate Municipal collection days.

7.2 No rubble, refuse or garbage may be dumped anywhere in the Estate.

7.3 The Communal Area, especially those dominated by indigenous flora, are areas with a high fire risk, particularly during the dry summer months and periods of high wind velocities. The burning of refuse or waste on any part of the Estate is therefore prohibited.

## **8. Animals**

8.1 The George Municipality Bylaws relating to the keeping of dogs and cats and other animals (download [here](#)) shall be applicable and enforceable in the Estate unless otherwise stated in these rules.

8.2 A maximum of two dogs or two cats or one dog and one cat may be kept on an erf. Any member or resident who, on 1 January 2023 had more dogs and/or

cats than the prescribed maximum number on the erf, is allowed to keep those animals. This relaxation is subject thereto that when any of the animals leave the possession of the Member or Resident for whatever reason, it may not be replaced if doing so would exceed the aforementioned maximum of 2 animals.

8.3 All dogs and cats shall be tagged and display the owner's name and telephone number. Stray/unaccompanied animals found outside residential erf boundaries will be removed from the Estate if the Estate Manager is unable to locate its owners.

8.4 Residents shall ensure that their animals do not cause a disturbance or nuisance to other Residents. Members are referred to Clause 14 of these Rules and encouraged to follow the steps outlined there when bothered by dogs barking.

8.5 Residents shall ensure that their dogs are kept on a leash on all Communal Areas, and further remove all excrement deposited on the Communal Areas by such animal.

## **9. Communal Area**

9.1 No camping shall be permitted on the Communal Area. Picnicking shall only be allowed at such places set aside for that purpose by the Board of Trustees. All places must be kept clean at all times.

9.2 No fires may be lit for any purpose on the Communal area.

9.3 The Board of Trustees shall be entitled to prohibit access to any part of the Communal Area in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Board of Trustees. Such area will be clearly signposted.

9.4 The driving of motorized vehicles in the Estate is confined to streets.

9.5 Littering in the Communal Area is prohibited.

9.6 Hunting and/or killing of animals in the Estate is prohibited.

## **10. Selling and Letting of Properties**

10.1 Only Estate Agents registered as such with the Association may market, sell and let property in the Estate. Such Agents must operate on a “by appointment” basis. They may not erect any advertising boards and they must personally accompany prospective buyers or tenants onto the property. “Show houses” and boards advertising it shall be by prior arrangement with the Estate Manager. The foregoing also applies to Members who personally sell or let their property.

10.2 Tenants are obliged to abide by the Constitution, the Estate Rules and all other the Rules and Regulations issued in terms of the Constitution. Members will be liable for all acts and omissions by their Residents.

10.3 No Member or Resident shall be permitted to conduct or advertise a guesthouse, “bed-and-breakfast” or any other form of short-term letting on the Estate. The question whether any specific instance of letting by a Member or Resident falls within the ambit of this prohibition will be determined by the Board of Trustees and their decision will be final.

10.4 No Member or Resident may erect a sign on the Member’s erf that advertises, refers to or mentions any business of any nature. The question whether any specific sign falls within the ambit of this prohibition will be determined by the Estate Manager and his decision will be final and binding. Should a member transgress this rule, the Estate Manager will send an email to the Member informing the Member of the transgression. The Member will within 2 days from the date the email was sent, remove the offending sign, failing which the Estate Manager may arrange for such removal at the cost of the Member.

10.5 Members are required to give the Estate Manager prior written notice of any



Residents who are to occupy the Member's property in the absence of the Member. This may be done in writing or by telephoning the Estate Manager and giving the name of the Residents and the dates of their occupancy. In the case of Tenants, the Tenants will be obliged to register at the offices of the Estate within one working day of arrival, and to sign a declaration that they are acquainted with the Estate Rules and the Constitution and accept it as binding on them.

10.6 The Board of Trustees will not consent to the transfer of any erf if:

- Any levies, penalty and/or penalties due to the Association are outstanding; and/or
- To the best of the knowledge of the Board of Trustees, such Member is in breach of any of the provisions of the Constitution and/or the Estate Rules.

## **11. General Conduct**

11.1 All clothing, household linen or washing of any nature, shall be adequately screened from view and may only be placed in a drying yard or such other area designed for such purpose. Under no circumstances may any washing be hung out on balconies or over balcony railings.

11.2 Members are required to keep the exterior of their dwellings in a good state of repair and their erven tidy. Should a dwelling fall into a state of disrepair or should a dwelling or part thereof or an erf become unsightly in the opinion of the Estate Manager, the Estate Manager shall call upon such Member either by email or otherwise to rectify the situation, detailing what remedies are required and giving the Member a reasonable period for commencement and completion. Failure to comply will result in the issue of a fine.

11.3 No Member or Resident shall cause any unacceptable disturbance or excessive or undue noise which constitutes a nuisance to other Members or Residents. In particular:

- All vehicles, but particularly motorcycles, must be efficiently silenced.
- No petrol or diesel fueled electricity generators or other mechanical equipment with an excessive noise level may be operated on any erf in the Estate between the hours of 18:00 to 07:00 on any day of the week without prior written permission of the Estate Manager. Excessive noise level is a level of more than 50 decibels measured at a distance of 1 meter from the generator or other equipment unless it is contained in a structure in which event the measurement will be done at a distance of 1 meter from the wall of the structure. Contravention of this rule will result in the immediate issue of a fine for each such contravention.
- Any activity that creates noise, such as mowing of lawns, using leaf blowers, edge trimmers, power tools, etc. is limited to the hours of 7am to 6pm on weekdays and 7am to 1pm on Saturdays and forbidden on Sundays and Public Holidays.
- Members are encouraged to inform their neighbors if they are going host a party.
- All building work, whether undertaken by a contractor or by a Member, shall be done during the hours stipulated by the Board of Trustees from time to time for building contractors, unless prior written approval for an exception is given by the Board of Trustees.
- No fireworks may be set off within the boundaries of the Estate.

## **12. Security and Access Control**

The security of the Estate is an important value-added component of living in the Estate. One of the highest priorities of the Board of Trustees and

Management of the Estate is to ensure that state of the art electronic measures are in place to provide a secure living environment for members. The KHOA does not guarantee the safety of Members and it remains the duty of each member to contribute to the Estate security by ensuring that:

- The access of employees that no longer work for the Member is withdrawn by phoning or emailing the Security Manager
- The access of departed tenants is withdrawn by phoning or emailing the Security Manager
- Access cards and access codes are used exclusively by the person to whom it was issued.

### **13. Dispute Resolution**

These rules are designed to deal with all disputes on the Estate.

13.1 As a general principle the parties to a dispute shall attempt to settle the complaint in a conciliatory manner and only resort to the steps below when a resolution cannot be reached.

13.2 If the dispute is not one to which the Board of Trustees or one or more of its members is a party and the dispute persists despite attempts to find an amicable resolution, the offended party or parties must, before resorting to litigation of any nature, including the arbitration procedures detailed in Article 36 of the Constitution, deliver written notice to the Estate Manager detailing the dispute, the parties to the dispute and what steps had been taken to settle the dispute. . In particular, if the dispute relates to repeated noise, such a dogs barking, the offended party should submit a recording of the noise.

13.3 The Estate Manager will email a copy of the notice together with of a letter

detailing the further steps that will be taken to the other party or parties to the dispute and will also immediately refer the dispute to the Board of Trustees. The Board of Trustees will, within 21 days after receiving the notice, call the parties involved to a meeting attempt to resolve the dispute. One of the Trustees will preside at the meeting.

- 13.4 If the dispute is resolved in the meeting, the Board of Trustees will within 7 days of the date of the meeting email a letter detailing the settlement, to the parties. The settlement will be final and binding on the parties.
- 13.5 If the dispute cannot be resolved in the meeting, the Board of Trustees will email a letter to all the parties involved, confirming that the dispute could not be resolved, whereafter any of the parties may invoke the provisions of clause 36 of the Constitution to refer the matter to arbitration or institute proceedings in any Court of Law.
- 13.6 If the Board of Trustees or one of its members or one or more of the Estate employees is a party to the dispute and it persists despite conciliatory attempts at settlement, any member to the dispute may invoke the provisions of clause 36 of the Constitution to refer the dispute to arbitration or refer it to the Ombud in terms of Section 38 of the Community Schemes Ombud Services Act, 2011 (Act No. 9 of 2011) or institute proceedings in any Court of Law.
- 13.7 In the event that the Board of Trustees refers a dispute with a Member to the Ombud in terms of the Community Schemes Ombud Services Act 2011 and withdraws such referral before the matter is concluded, the Member may request the Ombud to make an order regarding the cost incurred by the Member and the Board of Trustees may not contest this.