



Estate Rules

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1. Definitions

“Association”	The Kraaibosch Country Estate and Kraaibosch Manor Homeowners Association
“communal area”	The total area of the Estate excluding Members’ erven.
“Constitution”	The Constitution of the Association as amended from time to time, including all rules and regulations issued in terms thereof.
“email”	Addressed to a Member, an email sent to the email address to which the Member’s monthly Estate levy statement is sent. Addressed to the Trustees or Estate staff, an email sent to the email addresses listed under “contact details” below.
“erf”	means a property, as defined in section 102 of the Deeds Registries Act, (47 of 1937).
“Estate”	Kraaibosch Country Estate and Kraaibosch Manor as defined in the Constitution.
“Estate rules”	These rules.
“house”	All or part of the residence on a Member’s erf
“in writing”	Includes by email.
“let” and “letting”	means to allow a non-member to occupy a Member’s house, whether against payment or free of charge.
“Member”	Every registered owner of an erf in the Estate as well as the Village Member as stated in the Constitution.
“notify”	means to send an email.
“property”	A Member’s erf and house.
“resident”	Other than a Member, every natural person who resides on a Member’s erf.
“swales”	The sensitive manicured lawn areas alongside Kraaibosch Boulevard, Goukou Crescent, Kaaimans Boulevard and Keiskamma Crescent that channel 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 excluding Swales.

“tenant”	The person or persons to whom a house or part thereof is let by a Member, irrespective of the length of occupation.
“Trustees”	The Board of Trustees of the Association.
"vehicle"	any transportation device regardless of the means of propulsion.
“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.

2. Contact Details

The Trustees	044 004 0104	Trustees@kraaibosch.org
Admin/Reception at the Estate Office	044 004 0102	admin@kraaibosch.org
Estate manager	044 004 0105	manager@kraaibosch.org
Assistant Estate manager	044 004 0106	assistant@kraaibosch.org
Finance manager	044 004 0104	accounts@Kraaibosch.org
Security manager	044 004 0107	security@kraaibosch.org
Access Control Manor	044 004 0101	
Access Control Country Estate	044 004 0103	

To report a breach of the Estate Rules please contact the Estate manager or the Security manager.

After hours, phone the Security manager at 044 004 0107

3. The Purpose of the Estate Rules

- 3.1 The Estate aims to provide a safe and peaceful lifestyle. These rules help to maintain this environment, ensuring that all residents can live together harmoniously. Living in a community comes with both benefits and responsibilities, and these rules support property values, lifestyle quality, and residents' investments.
- 3.2 Kraaibosch Village is within the Estate's security boundaries, and Members can enter it freely. Members must follow Kraaibosch Village's rules when they are on the Kraaibosch Village property.

4. Interpretation of the Estate Rules

The Constitution is the founding document of the KHOA and establishes a contractual relationship between Members and between Members and the KHOA. These Estate Rules are based on and authorised by the Constitution. If any rule conflicts with the Constitution, the Constitution takes precedence.

5. Compliance

Members must ensure that their residents and visitors follow the Estate rules. The Trustees will enforce compliance. Any breach by a resident or visitor is considered a breach by the Member.

6. Penalties

- 6.1 The Trustees can set and modify penalties for breaching these rules. Penalties shall be imposed according to the following rules:
 - 6.1.2 Traffic rule violations such as speeding, disobeying a stop sign, driving without a license, reckless driving etc., will result in a penalty determined by the Administrative Adjudication of Road Traffic Offences (AARTO) system for the first offence, twice the AARTO penalty for the second offence and three times the AARTO penalty for the third and further offences.
 - 6.1.3 Transgression of Estate Rules and any other rules and guidelines created in terms of the Constitution, will result in a penalty equal to the Member's monthly levy for the first transgression, twice the levy for the second transgression and three times the levy for the third and further transgressions.
- 6.2 The amount of a penalty as directed above may be reduced by the Board of Trustees upon

proof of mitigating circumstances or increased upon proof of aggravating circumstances.

- 6.3 The Trustees shall decide when penalties must be paid and may add extra penalties or interest if a penalty is paid late or not paid.
- 6.4 Penalties will be added to the Member's monthly levy.
- 6.5 Penalties will be emailed to the Member, including details of the breach and the payment deadline. The email is considered delivered once sent.
- 6.6 Members must use the dispute resolution process in these rules if they want to challenge a breach or penalty.

7. Use of Streets

- 7.1 The roads in the Estate are private roads and are not regulated by any traffic legislation. These Rules are therefore the only regulations in force on the Estate.
- 7.2 These Rules intend to ensure that the same rules and regulations that would have applied to our roads if they were public roads, are in force in the Estate. To achieve that end, the provisions of all legislation and regulations that apply to the use of public roads in the George Municipal area are incorporated into these rules. 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.
- 7.3 Members and residents must follow traffic signs and speed limits on Estate streets.
- 7.4 Members and residents shall drive carefully, especially at crossroads where plants might obstruct visibility.
- 7.5 Pedestrians, children, animals, birds, and wildlife always have the right of way.
- 7.6 Residents should ensure that children under their supervision who play in the streets do not disturb residents. Playing in the streets after dark is not allowed as it presents a safety risk.
- 7.7 Members may not park on or drive over swales to ensure the integrity of stormwater management.
- 7.8 Members and residents cannot park boats, caravans, trailers, commercial vehicles, or broken-down vehicles where they can be seen from the outside of your erf. Management's decision is final if visibility is in dispute.
- 7.9 Vehicles must be parked on a Member's erf or driveway or the pavement without protruding into the street.

- 7.10 Visitors may temporarily park on the sidewalk in front of an erf for a period of less than 24 hours. This rule can be relaxed for special occasions with written permission from the Estate manager 24 hours in advance.
- 7.11 The tonnage of delivery and furniture trucks allowed on Estate roads is:
Maximum gross mass: 20,000 Kg,
Maximum axle weight: 8,000 Kg.

8. Refuse

- 8.1 Put all household, recyclable, and garden waste in the correct bags and place them on the sidewalk for collection on the designated Municipal collection days.
- 8.2 Do not dump any waste anywhere in the Estate.
- 8.3 Burning waste is prohibited due to high fire risk, especially in communal areas with indigenous plants.

9. Animals

- 9.1 Pet owners must balance their rights with those of other residents. The Trustees will consider factors like smells, noise, danger, space, control, nuisance, and care when dealing with a dispute regarding animals.
- 9.2 No livestock, poultry, wild animals or dangerous reptiles are allowed as pets.
- 9.3 Abusing, dumping, or abandoning pets is a criminal offense and can be reported to the authorities.
- 9.4 Dogs must be on a leash in communal areas, and owners must clean up after them. You must carry a bag for waste removal when walking your dog.
- 9.5 Dogs and cats must wear tags with the owner's name and phone number. Unaccompanied pets will be removed if the owner cannot be found after a reasonable effort to locate the owner. The Estate is not liable for removal, and owners must cover all related costs.
- 9.6 To protect wildlife, cats must wear bells on their collars.
- 9.7 If a pet endangers Members or residents or their pets prove to be a nuisance, Management will meet with the owner to resolve the issue. If unresolved the owner has 14 days to resolve the problem and inform Management accordingly.

9.8 Members must use the dispute resolution process in these rules for any unresolved issues.

9.9 No slaughtering of animals is allowed on the Estate.

10. Communal Area and Corner Gardens

10.1 Communal areas are the property of the Association and gardening in these areas in general requires the written permission of Management.

10.2 No camping is allowed in communal areas. Picnicking is only allowed in designated spots, which must be kept clean.

10.3 No fires for events like street braais and annual gatherings are allowed in communal areas without written permission from the Estate Manager.

10.4 The Trustees can restrict access to parts of the communal area to protect plants and animals. These areas will be clearly marked, and entry requires written consent from the Estate Manager.

10.5 Vehicles may only be driven on the streets within the Estate.

10.6 Littering in communal areas is not allowed.

10.7 Hunting or killing animals in the Estate is prohibited.

10.8 Should corner gardens impede visibility at road intersections, judged by traffic signage regulations and standards applicable to public streets, Management will

10.8.1 Arrange a meeting with the Member whose erf abuts the corner garden to discuss the safety hazard and to agree with the Member on the actions needed to resolve the problem. The Trustees will arrange to modify the corner garden accordingly.

10.8.2 If the Member is not resident on the Estate, the Trustees will communicate with the Member via email, providing as much information as possible, including photographs and/or videos.

10.8.3 If the Trustees decide that the corner garden must be modified, and

- no agreement can be reached with the Member or
- the Member cannot be reached or
- the Member does not attend the meeting or

- the email communication or other discussions become, in their sole opinion, too prolonged

they may instruct Management to modify the corner garden.

10.8.4 The Trustees may, at their discretion, decide to resolve the visibility problem at the intersection by using stop signs to turn the intersection into a 3 or 4-way stop.

11. Selling and Letting of Properties

11.1 Estate Agents must get security access from the relevant Member and operate by appointment only. They cannot put up advertising boards and must accompany clients onto the property. Show houses and advertising boards need prior arrangements with the Estate manager. This also applies to Members selling or letting their property.

11.2 No signs advertising businesses can be put up on a Member's property. The Estate manager will decide if a sign breaks this rule, and his decision is final. If a Member breaks this rule, they will be notified and must remove the sign within 24 hours, failing which the Estate manager will remove it at the Member's cost.

11.3 Before entering into an agreement of lease for their houses, Members shall ensure that the prospective tenant is, with his or her consent, subjected to a thorough background check, conducted by either an estate agent or an attorney.

11.4 In view of Members' liability for fines levied as a result of the actions and omissions of their tenant, Members must include the following two clauses in their lease agreement:

Clause 1: If the Kraaibosch Country Estate and Manor Homeowners Association (KHOA) issues a penalty levy against the Lessor due to a breach of the KHOA Constitution or any rules issued in terms thereof, the Lessee shall be liable to repay such levy immediately to the Lessor.

Clause 2: The following shall be grounds for the Lessor to terminate this lease forthwith:

- a. The issue of a penalty levy or levies as aforesaid that exceed an amount of R5000 or exceed 5 penalties in number in any 6 month period.
- b. If the Lessee is charged with a crime where violent, sexual or aggressive behaviour of any nature is an element.

11.5 The Member must ensure that new home owners as well as tenants, whether long or short-term, register at the Estate office before getting security access. This includes providing a copy of the relevant contract and, in the case of a lease, with the tenant's consent, the

background check. The parties will be required to sign the required documents. Without this, residents won't get security access.

- 11.6 A Member letting his property, whether short or long term, will upon registration as per the previous clause, pay a registration fee of R500 (five hundred Rand) or such other amount as determined by the Trustees from time to time.
- 11.7 Members must inform the Estate manager of any non-tenant residents staying in their property in their absence. This can be done in writing or by phone, providing the resident's details and dates of stay. If security access is needed, the Member must accompany the resident to arrange it. The Member is responsible for the resident's actions and any rule breaches.
- 11.5. The Trustees can refuse to transfer any property if levies or penalties are unpaid or if the Member is in breach of the Constitution, Architectural Guidelines or rules pertaining to the transfer of the property. Members who intend to sell their property should request the Trustees for a letter that certifies that there are no outstanding Architectural Guidelines or other compliance issues regarding the property. If such a letter is obtained early in the selling process, later delays can be avoided.

12. Business in the Estate

- 12.1 Members can only use their properties for residential purposes. Any other use needs written permission from the Trustees. Applications for such other use must be in writing and must include full details of the use. The application must also have a declaration signed by all the applicant's neighbors, including those across the street, stating that they have no objection to the use. The Trustees' decision is final.
- 12.2 Using a house as a home office is allowed if it doesn't involve regular clientele visits.
- 12.3 Members may let their houses for periods shorter than 6 months only with the prior written permission of the Trustees for each lease. In granting permission, the Trustees shall consider whether such lease is contrary to the prohibition in the following clause against accommodation services. Members must comply with all other conditions in these rules relating to the letting of their property.
- 12.4 Prohibited uses include:
- Any use that results in the daily parking of vehicles on the sidewalk.
 - Any activity that causes noise that disturbs other Members.
 - Accommodation services like a bed and breakfast, guest house or AirB&B.

- All dangerous, harmful or illegal activities.
- Any use forbidden by the George Integrated Zoning scheme.

12.5 Members who are in violation of these rules when they come into effect have three months to stop the activity or apply to the Trustees for permission. If the Member does not comply within this period, penalties will be imposed. The Trustees will notify members about the new rules and request compliance from those affected.

12.6 For violations that occur after these rules come into effect, the Trustees will notify the Member to stop the activity within a reasonable period or apply for permission. Penalties will be imposed if the Member does not comply within this period.

12.7 Tenants must follow the Constitution, Estate rules, and other regulations issued in terms of the Constitution.

12.8 Members are responsible for the actions of their residents, tenants, visitors, employees, and contractors and will be liable for the payment of any penalties that may be imposed due to their breaching any of the Estate Rules or provisions of the Constitution.

12.9 Washing must be screened from street view and not visibly hung on balconies or fences.

12.10 Members must keep their property in good repair and tidy. If a property becomes unsightly, the Estate manager will notify the Member to fix it within a reasonable time. Failure to comply will result in a penalty.

12.11 Members and residents must not cause excessive noise or disturbances. Specifically:

12.11.1 All motor vehicles, especially motorcycles, must be properly silenced.

12.11.2 Generators and noisy machinery can only be used from 7am to 5pm on weekdays and 7am to 1pm on Saturdays. They are not allowed on Sundays and Public Holidays.

12.11.3 Construction work must follow the hours set by the Trustees unless prior written approval is given.

12.11.4 The Estate manager's decision whether in a specific case noise or disturbance is excessive, will be final. Fireworks are not allowed within the Estate

12.12 Members and residents use the Estate streets and common areas at their own risk. The HOA and the Trustees shall not be liable for any claim, damage, injury, or loss that may be sustained by any person arising from the use of the streets or other common areas within the Estate.

12 Security and Access Control

The Estate prioritises security with advanced electronic measures, but Members and residents must also contribute by:

- 13.1 Registering all household employees at the Kraaibosch Security Office before they start work.
- 13.2 Cancelling access for employees who no longer work for them by immediately notifying the Estate manager.
- 13.3 Ensuring that access for departed tenants is canceled by immediately notifying the Estate manager.
- 13.4 Using the security gates to enter and exit the Estate.
- 13.5 Instructing their employees to use the security gates to exit the Estate.
- 13.6 Ensuring that security access to the Estate is used exclusively by the person for whom access has been authorized. This measure is to prevent the sharing or transfer of access credentials, ensuring the security and integrity of the estate's access control system.
- 13.7 Failure by a Member or resident to adhere strictly to the preceding clauses may lead to the issuing of a penalty.

14 Dispute Resolution

Disputes are inevitable, and parties should first try to resolve them amicably. If that fails, the following rules apply:

- 14.1 If Trustees are involved and conciliation fails, parties may go to court or use CSOS services.
- 14.2 If no Trustees are involved, follow these steps before litigation or using CSOS:
 - 14.2.1 Submit a written notice to the Trustees with details of the dispute, attempts at resolution, and desired outcome.
 - 14.2.2 The Trustees will forward the complaint to the other party, requesting a reply within 7 days.
 - 14.2.3 If no reply is received, the Trustees will decide on the outcome of the complaint and then notify the parties.
 - 14.2.4 If a reply is received, Trustees will arrange a meeting within 7 days to discuss and try to resolve the issue.
 - 14.2.5 If resolved, the Trustees will email a settlement letter to the parties within 7 days, which

is final and binding.

14.2.5 If not resolved, Trustees will email a letter confirming this to the parties, who may then go to court or use CSOS services.

15 In Conclusion

Members are encouraged to familiarize themselves with the Constitution, Penalty Structure, Complaint procedure, and other documents published on the website of Kraaibosch Estates. Ignorance will not be accepted as an excuse.