



R U L E S
OF
KINDLEWOOD MANAGEMENT ASSOCIATION
(RF) NPC
No. 2007/034586/08
("the Association")

1. INTRODUCTION

- 1.1 In terms of Article 8.5 of the Association's Articles of Association, the Directors are given the power to make Rules, as well as the power to substitute, add to, amend or repeal same, for the purposes of management, control, administration, use and enjoyment of the Township as a whole, and for the purpose of giving proper effect to the provisions of the Memorandum and Articles of the Association, and for any other purpose which they deem appropriate.
- 1.2 Any Rules made by the Directors are binding on all Members.
- 1.3 Any breach by a Member of the Articles or these Rules may result in the Directors imposing a financial penalty against such defaulting Member as provided for in Article 8.
- 1.4 Members will also be responsible for any contravention of these Rules by any tenant, agent, employee, contractor, invitee or any other person authorised to be on the Township by such Member.
- 1.5 In view of the above, Members should ensure that it is a condition of any lease of such Member's unit in the Township that the lessee shall be bound by the Articles and Rules of the Association and that any breach of the Articles or Rules by the lessee shall be deemed to be a breach of the Agreement of Lease entitling the Member as lessor to such remedies as may be appropriate.
- 1.6 The Directors of the Association may amend these Rules, by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 "Association" means the **KINDLEWOOD MANAGEMENT ASSOCIATION**
(ASSOCIATION INCORPORATED UNDER SECTION 21)
- 2.2 "Articles" means the Associations' duly registered Articles of Association.
- 2.3 "Design Code" means the Kindlewood Building Design Code which sets out the standards, conditions and specifications imposed by the Developer and the Association for building or improvements within the Township.

- 2.4 "Developer" means Tongaat Hulett Developments (Pty) Ltd (Registration No. 1981/012378/07).
- 2.5 "Land" means an immovable property situated in the Township and includes a sectional title unit in terms of the Sectional Titles Act No. 95 of 1986.
- 2.6 "Member" means an Owner, Tongaat Hulett Developments (Pty) Ltd as the Developer during the Development Period.
- 2.7 "Property" means Land and improvements under the control of Members.
- 2.8 "Road" means all roads within the Township which are designated private roads.
- 2.9 "Township" means Kindlewood comprising the following immovable property and all subdivisions thereof, namely:-
- 2.9.1 Portion 1 and Remainder of Lot 143 Mount Edgecombe
- and shall include any additional immovable property which the Developer may include as part of the Township as provided for in Article 27 of the Association's Articles of Association.

In these Rules, unless the context clearly indicates otherwise, any word herein contained and not herein defined, shall have the same meaning as that given to it in terms of the Articles.

Should there be any conflict between the provisions of these Rules and the provisions of the Articles, then the provisions of the Articles shall apply.

3. APPLICATION OF THESE RULES

These Rules shall apply to all Members from the date of promulgation.

4. USE OF DWELLINGS AND PROPERTIES

- 4.1 The maximum number of persons permitted to occupy any dwelling within the Township shall be the number of bedrooms in such dwelling multiplied by two.
- 4.2 No person shall use any area within the Township in a manner that may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to create a nuisance to any other person in the Township or to the detriment of the environment.
- 4.3 Clothing, linen and general washing shall be hung out to dry in such a manner so as not to be directly visible to the public or neighbours.
- 4.4 No harmful or inflammable substances shall be kept on any Property other than in such quantities as may reasonably be required for domestic purposes.
- 4.5 In compliance with the conditions of title relating to all Properties, a Member shall abide by the Building Design Code, Developers and Contractors' Protocol, Environmental Management Plan, Landscaping Philosophy and Security Protocol, applicable from time to time.
- 4.6 Nothing may be placed on or attached to a dwelling or any other structure without the prior written approval of the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to, but is in no way limited to, external air conditioning units, awnings, satellite dishes, etc. even when not directly attached to the building).
- 4.7 No trading is permitted in the Township. However, the use of a maximum of 10% (TEN PERCENT) of the gross lettable area (SAPOA definition) of the dwelling may be used as office space, provided that the prior written approval of the Association is obtained, which approval is subject to the Local

Authority's regulations being complied with (it being acknowledged that the Local Authority may refuse any such application or limit the office space to less than 10% (TEN PERCENT) of the gross lettable area of the dwelling).

- 4.8 No freestanding sheds are permitted save for the purposes of the builder when a Property is under construction.
- 4.9 Whilst fencing is discouraged in the Township, where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the guidelines and no fencing may be installed until written approval of the Association has been obtained.
- 4.10 Plans for gazebos must be approved prior to installation.
- 4.11 Free standing dolls houses, children's play houses or jungle gyms in gardens require written permission from the Association prior to installation. Such items will only be allowed if it is in line with the style and amenity of the Township and will not negatively impact on neighbours.
- 4.12 No flags, flag poles, or radio aerials on poles may be erected on any property without prior written approval of the Association.
- 4.13 Glass enclosures: Enclosure of verandahs is not permitted.
- 4.14 Verandah/garden furniture or any other external appurtenances, decorations, decorative lights, drapes, buntings, umbrellas, signs, symbols or whatever, which in the opinion of the Board, are aesthetically unacceptable or unsightly may not be displayed to view in any communal open space or road.
- 4.15 Garage Doors must be kept closed at all possible times other than when legitimate ingress or egress is taking place. In particular, garage doors may not be left open at night.
- 4.16 The positioning of satellite dishes and any external TV or radio aerials must be authorized by the Association prior to installation.
- 4.17 The use of any kind of shade cloth after the land is developed is prohibited.
- 4.18 The Association controls the style and colour of external awnings and authorization for its erection must be obtained prior to installation.
- 4.19 Any form of public auction or sale on any property within the Township is prohibited (other than with the prior written permission of the Association).
- 4.20 No person shall attempt to sell any goods to other persons in the Township, whether it be by way of door to door selling, setting up of a store, spaza shop or sales table, nor may any person make any attempt to set up a business as a vendor within the Township for any purpose whatsoever without the prior written consent of the Association and the necessary licences prescribed by law.

5. UPKEEP AND MAINTENANCE OF PROPERTIES

- 5.1 All fences, driveways, structures and the exteriors of all buildings on Properties shall be maintained by the Member in a clean and tidy condition, be fittingly repaired, painted and properly kept.
- 5.2 Where in the opinion of the Association the condition of a dwelling is not up to the required standards of the Township, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 5.3 Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.
- 5.4 All gardens or undeveloped Land shall be maintained by the Member in a good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity of neighbouring Properties or the Township in general.

- 5.5 Where in the opinion of the Association the condition of a garden is not up to the required standards of the Township, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 5.6 Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.

6. LEVIES

- 6.1 In terms of the provisions of Article 14, levies are payable by all Members. Owners must pay levies in full and in advance by the 1st day of each and every month.
- 6.2 Any levies not paid within 30 (THIRTY) days of due date shall bear interest at 3 % (THREE PERCENT) above the prime overdraft rate charged by The Standard Bank of Southern Africa Ltd from time to time. Such interest shall be applied to the full amount overdue from the due date to the date of payment, both dates inclusive.
- 6.3 Owners whose levy payments are still in arrears after 30 days must pay immediately on being billed, the full amount overdue, together with the next levy due, plus interest at 3% above the current prime overdraft rate of the Standard Bank of South Africa on the full overdue amount up until the end of the date of payment.
- 6.4 Owners whose levy payments are in arrears after 60 days shall have their overdue accounts and the full interest thereon, handed over for collection and possible legal action. Any costs incurred by these proceedings and all additional interest up to the date of final settlement shall be for the Owner's account. Access cards will be suspended, but entry into the Estate will be permitted.
- 6.5 Any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such.
- 6.6 In exceptional circumstances, where an Owner may have a particular problem regarding payment of dues, he/she may approach Kindewood Management Association with a request for special consideration and / or temporary relaxation of the above rules, which consideration and decision resulting there from shall be entirely at the discretion of the Board.
- 6.7 Levy amounts may not be reduced or offset against real or perceived, partial or non-provision of service or for any other reason whatsoever unless previously discussed with and sanctioned in writing by Kindewood Management Association. Owners who are "away" at month-end must make arrangements to ensure that the levy is paid by due date. Being "on holiday", "away on business" or "away overseas" and the like excuses are not acceptable reasons for late payment of levies.
- 6.8 Owners are encouraged to effect payment by way of debit orders which can be signed for at the offices of Kindewood Management Association and which are controlled by Kindewood Management Association and submitted to the Banks via Kindewood Management Association's monthly electronic advice.
- 6.9 Invoices will be e-mailed to owners. By exception only, and upon application will invoices be posted after the completion of an application form.
- 6.10 All new owners are required, at the time of purchase, in terms of Article 14.12 to pay a levy stabilization fund contribution applicable at the time. This capital fund is separate from the yearly levy operating accounts and is, in terms of the Articles, to be utilised "for the purposes of meeting any extraordinary expenditure or expenditure of a capital nature".

7. VEHICLES

- 7.1 No Member shall operate any form of motorised transport upon any place within the Township other than on a road or driveway.
- 7.2 No Member shall ride unlicensed motorised vehicles, powered scooters, go-carts, quad bikes, off road bikes or similar device on any road or footpath within the Township. This excludes golf carts which can be used. Motor bikes, beach or dune buggies or any other motorised vehicle with a noisy exhaust may only be driven quietly on the roads to allow access from the gates to the unit and vice versa. These vehicles may not use the cart paths.
- 7.3 Skateboards, bicycles, golf carts and the like are a matter of concern to drivers when encountered on roads. While no one wishes to turn the Township into a sterile “non-playing area,” in the interests of safety, parents must instruct their children and friends to keep a careful look-out for motor vehicles and leave the road as soon as any vehicle approaches. We encourage headgear and protective gear to be used at all times.
- 7.4 Bicycles and skateboards must be used so as not to detrimentally affect the use and enjoyment of the amenities in the Township by other Members.
- 7.5 Golf carts, as an exception, are allowed on the roads and foot paths, provided they are driven by a licensed driver.
- 7.6 No vehicle shall be parked, stored or left unattended within the Township other than at a place properly set aside for such purpose. Parking on sidewalks and open lawned areas or in front of driveways to residences is prohibited. This does however exclude the reasonable use of the sidewalks for parking for a limited period when circumstances require it, i.e. contractor’s vehicles and visitors who cannot reasonably be accommodated within the parking area of the unit. However, parking overnight on sidewalks or verges is strictly prohibited
- 7.7 The parking or storing of caravans, boats, trailers or suchlike on properties shall be in such a manner so as not to be directly visible to the public or neighbours.
- 7.8 The speed limit throughout the Township is 40 (FORTY) kilometres per hour. Any person found driving in excess of 40 kph or in a dangerous manner will be subject to the following fines:
 41 – 50kph = R250
 51 – 59kph = R500
 60kph + = R750
 Negligent driving (wrong way around circle etc.) = R500
 Third time repeat offender over 6 months period = R2 000
- 7.9 The Association may, if it considers it necessary or desirable, impose a speed limit lower than that referred to in Rule 7.8 above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 7.10 Pedestrians and animals shall have the right of way at all times within the Township and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of passage.
- 7.11 The Association may by means of appropriate signage, give directions as to the use of roads or any portion thereof, as it in its sole discretion may deem fit, provided that such signs shall, insofar as possible, be in accordance with signs used on public roads in the Province of KwaZulu-Natal. Such signs shall have the same meaning as those used on public roads in KwaZulu-Natal, and the failure by any person to obey same and give effect to such meaning shall constitute a contravention of these rules.
- 7.12 No person shall operate any vehicle within the Township unless he is the holder of a valid current driver’s license issued under the Provisions of the Road Traffic Act No. 29 of 1989.
- 7.13 Members, their tenants, agents, employees, contractors, invitees or any other persons authorised to be on the Township by such Member will be bound by the Laws applicable from time to time in the Republic of South Africa including but not limited to the National Road Traffic Act (Act No. 93 of 1996) and/or any other Act, the enforcement of which is for the benefit of and in the interest of the

Association, its owners and occupiers.

7.14 The driver of any vehicle entering the Township shall:

7.14.1 not operate any vehicle while he is under the influence of alcohol or any drug which may in any way impede his ability to properly control such vehicle;

7.14.2 not drive in such a manner so as to constitute a danger or a nuisance to any other person or property within the Township;

7.14.3 not sound hooters/horns unnecessarily or to attract the attention of anyone on the Estate.

7.14.4 Residents must take cognisance and ensure that their car alarms do not cause unnecessary disruption.

8. REFUSE REMOVAL

8.1 The collection and removal of domestic and garden refuse is under the control of the Local Authority and is carried out at times and frequencies, and in a manner, determined by them.

8.2 All domestic refuse shall be put in the black plastic bags supplied by the Local Authority and kept in a green wheelie bin, purchased by the Owner, in a suitable place within his Property and screened from the public and neighbours view.

8.3 On prescribed days and times, the bags (orange) must be placed by the resident on the sidewalk outside the Property ready for collection. Bags (orange) may not be placed on the sidewalk on any other day nor be left out overnight.

8.4 Garden refuse may be put out with domestic refuse but in specially marked bags in accordance with the Local Authority's requirements.

8.5 Burning of garden (or other) refuse is not permitted in the Township.

8.6 No animal carcass may be buried in the Township.

8.7 Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be the responsibility of the Member at its cost.

9. FIREARMS AND FIREWORKS

9.1 The lighting or letting off of fireworks within the Township is prohibited.

9.2 No Member shall discharge any firearm, air gun or other lethal or dangerous weapon (including "catties") within the Township other than in self-defence.

9.3 No crossbows, bow and arrows, catapult, BB gun or other weapon may be used on Kindlewood Estate property under any circumstances.

10. NUISANCE

10.1 No Member shall act in any way that may be reasonably construed as interfering with the use and enjoyment by other Members of their Properties or of the general amenities of the Township.

10.2 No Member shall use any area within the Township in such a manner as will detrimentally affect the use and enjoyment of the amenities in the Township by other Members.

10.3 Respect and general consideration by all residents for all other residents and all users of Kindlewood Estate shall be exercised at all times.

- 10.4 Unreasonably disturbing, inconveniencing, annoying, being a nuisance to or interfering with any other resident, or his/her rights, in any manner deemed by Kindewood Management Association to be offensive and unacceptable, is strictly prohibited. This includes the beating of drums and the playing of loud music.
- 10.5 Abuse of security members during the course of their duty is strictly prohibited.
- 10.6 No helicopter or other aerial conveyance may land at any place on Kindewood Estate without the prior written consent of Kindewood Management Association and subject to such special conditions as may be laid down. (This rule shall not apply to legitimate emergency services performing special duties or rescue operations).
- 10.7 No power tools may be used on Sundays and public holidays.
- 10.8 Graffiti: No person shall deface any property on the Estate by writing, drawing, spraying or any other manner whatsoever.

11. **FINES**

- 11.1 Insofar as the Articles contemplate the Directors imposing fines upon a Member pursuant to a breach of the Articles and/or the Rules and/or the Design Code and/or of any directive of the Association, the Directors set out hereunder, as a guide only, the following categories and scales of fines:-

OFFENCE	1.1.1 FIRST OFFENCE	2 SECOND OFFENCE OR DISREGARD OF IMPOSITION
	R	R
• Technical breach without malice aforethought or premeditated intent or due consideration	2 000	5 000
• Non-compliance	2 000	5 000
• Blatant disregard	2 000	5 000
• Driving offences	Refer to rule 7.8	Refer to rule 7.5
• Pets	Refer to rule.15.7	Refer to rule 15.7
• Environmental Management Plan	As per EMP	As per EMP
• Compromising the effectiveness of the perimeter fence and/ or any aspect of the security of the estate	10 000	20 000 - Subsequent offence will result in the offending party (excluding the Owner) being denied access to the Township
• Breach of Rules of Conduct	2 000	20 000

- 11.2 The abovementioned fines and categories of offences shall be subject to amendment by the Directors from time to time at their discretion.
- 11.3 Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the Member.

12. **BREACH**

- 12.1 Should any Member or resident breach any of the Articles and/or the Rules and/or any provisions of the Design Code and/or any directive lawfully given by the Association then the Association shall give the owner written notice to remedy such breach within a period of time which the Association in its sole discretion deems reasonable given the nature of the breach.
- 12.2 The Association shall send such written notice to the Member at the Member's address of record as furnished by the Member to the Association. If sent by prepaid registered post to such address then it shall be deemed to have been received on the fourth day after posting and if delivered by hand to such address, then on the date of delivery.
- 12.3 Should the owner fail to remedy the breach within the time stated in the said notice then the Association at its sole discretion shall be entitled to either:-
- 12.3.1 call for an explanation and/or apology from the resident; and/or
- 12.3.2 impose a reprimand and require the resident to remedy the breach and/or comply with the relevant rule; and/or
- 12.3.3 Impose a fine upon the Member which shall be deemed to be a debt due by the Member to the Association and which shall be recoverable by ordinary civil process as provided for in Article 8.5 of the Articles of Association; and/or
- 12.3.4 withdraw any previously given consent applicable to a particular matter; and/or
- 12.3.5 order the resident to pay for damages resulting from non-compliance with any rule and/or
- 12.3.6 Refer the matter to arbitration as provided for in Article 22 of the Articles of Association; and/or
- 12.3.7 Proceed by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in Article 8 of the Articles of Association; and/or
- 12.3.8 Proceed with the carrying out of any work or the doing of anything which the Association has called upon the Member to do, the cost of which shall be deemed to be a debt due by the Member to the Association; and/or
- 12.3.9 Take such other action as may lawfully be available to the Association.
- 12.4 Any contravention of the rules by any person who gains access to Kindlewood Estate on the authorisation of a resident shall be deemed to be contravention by the resident concerned.
- 12.5 The actions to be taken and the penalties to be imposed for breaches or contraventions of the rules shall from time to time be decided by the board and applied by the Estate Manager.
- 12.6 Should any resident be aggrieved by any decision taken made by the Estate Management, he/she may, after having first paid the fine, lodge an appeal within 7 days of the fine being paid, to the Board through the Estate Manager. The appeal should contain sufficient facts and/or information relating to the matter which the resident concerned believes would justify a finding by the board which is different to that imposed by the Estate Management.
- 12.7 The imposition of speeding fines will be imposed on an ad hoc basis.
- 12.8 Fines imposed for the breach of /or non-compliance with the rules shall be deemed to be part of the levy due by the owner.

13. DEVELOPERS' PROTOCOL, ENVIRONMENTAL MANAGEMENT PLAN, BUILDING DESIGN CODE, LANDSCAPING PHILOSOPHY AND SECURITY PROTOCOL

All members must ensure that they abide by the latest version, from time to time, of the above documentation, copies of which are available from the Association at a nominal fee.

14. GARDENS AND GARDEN LANDSCAPING

14.1 New Garden Landscaping

14.1.1 The installation of first time/initial or new gardens shall comply with the procedures and rules as laid down by Kindlewood Management Association.

14.1.2 Private gardening is encouraged and all efforts to beautify Kindlewood Estate are supported.

14.1.3 However in order to ensure compliance with the amenity of Kindlewood Estate, approved Landscaping Design Rules and Plant Lists are available. An approved Landscaper must submit proposed garden design layouts at the same time as the architectural plans for approval prior to the commencement of any garden installation. There is a time limit for the commencement and completion of gardens once building is completed on any property. Within six (6) month of the completion of construction work, the gardens must be complete.

14.1.4 If the plan changes as construction progresses, a revised plan must be submitted.

14.1.5 The responsibility for the maintenance of private gardens is the sole responsibility of the owner.

14.1.6 Trees may not be cut down, severely pruned or removed without permission from Kindlewood Management Association.

14.2 Submission of Landscaping plans

14.2.1 Plans must be on an architect's plan and must show adjacent lots, roads and open spaces.

14.2.2 North directional to be shown on the plan as well as a Scale.

14.2.3 A standard Bill of Quantities must be used.

14.2.4 The Landscaper's details must appear on the plan together with a date of the plan and an estimated date of implementation.

14.2.5 The landscaper must notify Kindlewood Management Association when a new garden is to be installed and may not commence installation until the plan has been approved by the Kindlewood Management Association.

14.3 Garden Standards

Where in the opinion of Kindlewood Management Association the condition of a garden is not up to the standards required on Kindlewood Estate, Kindlewood Management Association shall be entitled to give written notice to the owner, calling upon him to carry out the necessary improvements within a specified time.

14.4. Failure to comply with garden standard

Should the owner fail to carry out such work as requested, Kindlewood Management Association shall be entitled to carry out the work required and to recover the reasonable cost thereof from the owner, which shall be deemed to be part of the levy due by the owner.

14.5. Revamp of gardens

Gardens that are substantially re-vamped must be approved by Kindlewood Management Association prior to work commencing. Note that a garden maintenance contractor is not a

registered landscaper. If work starts before submitted plans have been approved, the work will be stopped immediately.

14.6 **Landscapers**

14.6.1 All landscapers working on Kindlewood Estate must be SALI approved.

14.6.2 If a owner wants to landscape the verge, permission must be granted by Kindlewood Management Association. A landscape plan must be submitted by a landscaper and approved by Kindlewood Management Association. The owner is responsible for the maintenance of the landscaped area.

14.6.3 If a landscaper is approached by an owner to revamp the whole or a large part of the garden, a new plan must be submitted to Kindlewood Management Association for approval before work commences.

14.6.4 The garden will be inspected by the Kindlewood Management Association Landscaping & Environmental Manager as soon as it has been planted up (which is to occur immediately upon completion of the building). It is to be signed off as being in good order and no longer the responsibility of the landscaper.

14.7 **Garden Maintenance Contractors**

14.7.1 All garden maintenance contractors must be approved by Kindlewood Management Association.

14.7.2 Garden contractors may only work within the cadastral boundary of the client's plot.

14.7.3 Mowing of the verge is done by the Kindlewood Management Association's garden maintenance contractors.

14.7.4 The garden maintenance contractor must remove any alien invasive plants he finds. Should there be an issue regarding this, the Kindlewood Management Association may be contacted for assistance herein.

14.8 **PRIVATE GARDENERS**

No private gardeners are permitted to work on Sundays and Public Holidays.

15. **THE RIGHT TO KEEP AND THE CONTROL OF PETS**

15.1 Local Authority by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.);

15.2 Prior to bringing a pet onto the Township, and when a pet is replaced, the following conditions must be met: -

15.2.1 Written permission must be obtained from the Association. This permission will not be unreasonably withheld provided compliance with the rules is satisfied;

15.2.2 No more than TWO dogs and/or TWO cats are permitted per household.

15.2.3 All cats and dogs must either be spayed or neutered. A veterinary certificate of compliance must be produced along with the request for permission to keep the pet.

15.3 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.

15.4 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed on the Township.

- 15.5 Each dog or cat must at all times wear a collar with a nametag indicating the owner's name and telephone number.
- 15.6 Dogs must be kept in an adequately contained area within the owner's property and when outside the owner's property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the Township. Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the owner's account.
- 15.7 If any dog is found unattended out of its owner's property, a fine of R500,00 for the first offence and R1000,00 for the second offence will be levied against the owner. All subsequent offences will be referred to the Board of Directors.
- 15.8 The owner of the pet must immediately remove any fouling by pets on Property belonging to the Association or other Members. (For this purpose Members are advised to carry a scooper or plastic bags whenever walking their pets outside of their own Property).
- 15.9 Pets are not allowed to be a nuisance or cause a disturbance or annoyance to others through barking, howling, meowing, squawking, etc. and no pet may be left alone for an extended period of more than a few hours.
- 15.10 Any animal or bird found in the Township in contravention of these rules must be removed forthwith on notice from the Association.
- 15.11 Tenants of Sectional Title Units, cluster houses, simplexes and duplexes (or any other similar residence) are permitted to keep a dog or a cat during the term of their tenancy subject to authority being granted by the Body Corporate. The tenant's lease agreement must be accompanied by a letter from the Chairman of the Body Corporate granting authority to keep the pet. The Body Corporate may enforce more stringent rules than those stipulated by the Kindlewood Management Association Rules.
- 15.12 Local Authority by-laws relating to dogs must be observed (i.e. licensing/numbers/rabies inoculations etc.)
- 15.13 Pets may not be left overnight unattended in a unit and suitable arrangements of engaging a friend or house sitter must be made, or the pets must be taken to a kennel off Kindlewood Estate.

16. SECURITY

All security procedures in force from time to time shall be strictly adhered to at all times by all persons inside the Township. To this end, Members are required to familiarise themselves with and abide by the Security Protocol, a copy of which is available from the Association at a nominal fee.

All permanent and casual domestic workers, general assistants, cleaners, gardeners' etc. must be registered with the Association. Members and their employees must ensure that they abide by the security procedures detailed in the Security Protocol.

16.1 Domestic Employees

For the purpose of these rules, domestic employees shall be defined as "any assistant" paid by the resident to perform normal household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking or gardening, and like chores. Residents shall be responsible to ensure that their employees/workers comply with all security requirements as well as all rules of Kindlewood Estate.

16.2 Casual workers

Residents are encouraged not to use casual workers on Kindlewood Estate. Should they occasionally be required, casual workers must obtain an access card as per the normal access procedures.

16.3 Registration of Domestic Employees

All domestic employees must be registered on an annual basis from the date of their first registration and are to obtain an access card for entry to the Estate. Access cards will be validated only for recognised normal business hours unless authorised differently by Kindlewood Management Association.

- 16.4 Domestic employees are permitted to remain on Kindlewood Estate overnight, with prior authority having been obtained from the Management of the Estate.
- 16.5 Domestic employees may have access to Kindlewood Estate from Mondays to Sundays but only during the hours of 6h00 and 19h00. Any variation from this must be authorised by Kindlewood Management Association in writing.
- 16.6 Domestic employees are not allowed to receive visitors on Kindlewood Estate.
- 16.7 **Au Pairs and nurses/critical care**
All au pairs and nurses must be registered with Kindlewood Management Association and the appropriate security clearance given if all the required criteria related to such services are met.
- 16.8 **Temporary Domestic Employees**
A temporary permit must be obtained through security for a domestic employee who will be working for no more than 5 days. Temporary/casual domestic workers are not permitted to walk on Kindlewood Estate. Therefore temporary domestic workers must be picked up and dropped off at a gatehouse by the employer.
- 16.9 **Messenger of the Court, Sheriff of the Court and Police Officers**
Due to the nature of the above category of persons, and the judicial processes involved, Kindlewood Management Association may not obtain confirmation from residents prior to these persons entering Kindlewood Estate, nor may we deny these persons access. However security will ensure that valid court orders, warrants, etc, are produced before they are allowed access. Security will escort such persons to the premises and ensure that all relevant laws are observed.
- 16.10 **Access Cards**
Access cards identify an individual and his/her authority to freely enter/exit Kindlewood Estate. Therefore it is imperative that access cards are not left in motor vehicles or any other place where a person may illegally use them to enter/exit Kindlewood Estate.
- 16.11 **Pedestrian Access**
All pedestrians entering and exiting through the gatehouse area must use their access cards and proceed through the pedestrian turnstile.

Visitors must be collected from the gatehouses by the resident as walking from the gatehouse to a residence is not permitted..
- 16.12 **Access to and egress from Kindlewood Estate after hours**
Between 23h00 and 05h30 all persons (including residents) leaving Kindlewood Estate may be asked for certain information by the guard for identity purposes.

17. **SIGNAGE**

- 17.1 No signs may be displayed in the Township except in accordance with the Developer's Protocol for the erection of new buildings or the security signs depicting zones on the perimeter fence.
- 17.2 All decorative house name boards must conform as to size, colour and position, with the requirements of the Association.
- 17.3 No weather vanes are permitted.
- 17.4 No private, religious or commercial advertising notices or brochures can be distributed around the Township. (This rule shall not apply to legitimate notices to residents from the Association).
- 17.5 No commercial advertising of any nature shall be allowed on or in front of any Property save for one "For Sale" or "To Let" sign which may be erected on the verge in front of a Property.

18. NATURE CONSERVATION

- 18.1 No Member shall wilfully disturb, harm, or destroy any wild animal, insect, reptile and bird and plant material within the Township.
- 18.2 No Member shall light any fire in the Township other than at a place designated for that purpose and subject to proper fire control measures.
- 18.3 The lighting of fires in any open space in the Township is prohibited unless for the express purpose of braaiing at an authorized function or at an ordinary residential activity, and provided the braai is in a proper receptacle/burner specifically built for that purpose.
- 18.4 Neither snares, traps nor any similar device shall be permitted in the Township.
- 18.5 No dumping or littering of any nature whatsoever shall be permitted in the Township.
- 18.6 No person shall disturb, destroy or collect any plant material, whether living or dead anywhere in the Township, save with the consent of or on the instructions of the Association.
- 18.7 No person shall camp upon any place in the Township.
- 18.8 The Association shall be entitled to prohibit access to any area within the Township should it deem it desirable to do so for the purpose of preserving the environment. Any such area shall be suitably demarcated.
- 18.9 The use of any open space in a manner or through conduct, which may unreasonably interfere with the use and enjoyment thereof by other persons, or in such a way as to cause a nuisance, which may detrimentally affect the amenity of such space, is prohibited.
- 18.10 Littering or discarding of any item whatsoever on the Township is prohibited except in receptacles specially provided.
- 18.11 The pollution of any lake, dam, pond or stream is prohibited.
- 18.12 Horse riding on Kindewood Estate is not permitted and no horse may be brought onto Kindewood Estate.
- 18.13 The dams on the Estate form part of the overall storm water management system. Swimming, paddling, diving or use of any other motorized or non-motorized water device is prohibited in the dams. The ecosystem surrounding the dams and wetlands is a sensitive habitat for water birds and should therefore not be unnecessarily disturbed.
- 18.14 Where a dam is part of certain "common property", residents are required to exercise respect and not to intrude on the privacy of residents whose properties front onto such dams.
- 18.15 Fishing is prohibited in any dam/lake/stream on Kindewood Estate.
- 18.16 Camping is not permitted anywhere within Kindewood Estate.
- 18.17 Picnicking is not permitted on any common property and is restricted to Community Centres only.
- 18.18 The playing fields in the Open Spaces are restricted for the use of sports only. (No sports causing an audible nuisance to residents are permitted.) No golf activities may take place on these fields. Golf carts are not permitted on the playing field.
- 18.19 Disturbing, feeding, harming or destroying any wild animal or bird is prohibited. Should wild animals become a nuisance, the problem should be brought to the attention of the Kindewood Management Association.
- 18.20 Strictly no feeding of monkeys is allowed on Kindewood Estate unless under controlled Kindewood Management Association circumstances. It is an offence to shoot any monkey or any animals on the Estate.

- 18.21 No animal, bird or reptile may be slaughtered within the Township and no meat, skin, fish or carcass may be hung up to dry or cure within the Township.

19. THE LEASE OF LAND / UNITS

- 19.1 The consent in writing of the Association must be obtained prior to the renting/leasing of Land or a portion of Land, which consent, is subject to all dues being fully paid and all other conditions of the Association being met, will not be unreasonably withheld. A clearance certificate must be obtained from the Association.
- 19.2 The names of such lessees must be provided to the Association along with the request for permission to lease, and a statement as to the duration of the lease. (The names are required for entering on the register of residents and for security identification and issue of access cards).
- 19.3 The Owner must inform the lessees of the rules of the Township and any contravention of the rules by any lessee shall be deemed to be a contravention by the Owner.
- 19.4 Lessees must be of good standing befitting Kindewood and the names of such lessees must be provided to Kindewood Management Association.
- 19.5 The owner must inform the lessee of the rules of Kindewood Estate and furnish the Lessee with a copy of the Management Association Rules and the Security Protocol for Residents. Any contravention of the rules by any lessee shall, in addition to any right of recourse against the lessee, be deemed to be a contravention by the owner.
- 19.6 All lessees must undergo an orientation by Kindewood Management Association prior to occupation of the unit.
- 19.7 A copy of the criminal clearance check is to be provided to the Association prior to the tenants taking occupation, the cost of which will be for the owners account. The lease is retained for record purposes in terms of contact details, period of lease, letting agency details etc.
- 19.8 Leases shorter than 3 months are not permitted. Neither will holiday letting be allowed on the Estate.

20. SALE OF LAND / UNITS

- 20.1 For reasons of security on the Township and due to the nature of the Township and various matters about which any purchaser should become aware when buying into the Township, if an owner wishes to dispose of his Property, he shall, to the extent that he requires the services of an estate agent in regard to such disposal, do so in accordance with this Rule;
- 20.2 An Owner who wishes to dispose of his property shall either: -
- 20.2.1 Utilise the services of an estate agency accredited by Tongaat Hulett Developments. (If an Owner wants to use a non-accredited estate agency, he must request Tongaat Hulett Developments to appoint the non-accredited agency. Tongaat Hulett Developments is entitled, in its sole discretion, to agree to the non-accredited agency's appointment and prescribe the terms and conditions thereof, including that the non-accredited agency be required, as a condition to its appointment, to conclude a written mandate agreement stipulated by the Association and agree that if the non-accredited agency finds a buyer for the property, it must refer the buyer to an accredited agency who will conclude the sale of the property on the basis of a sharing of commission between the non-accredited and accredited agencies as stipulated by Tongaat Hulett Developments); or
- 20.2.2 sell his Property privately (ie he does not wish to use the services of an Estate Agency). In this event, the sale agreement MUST be obtained through an Accredited Estate Agency for which a nominal fee is charged. (This arrangement is necessary to ensure all requirements of, and obligations to, the Association are complied with prior to the actual sale)
- 20.3 Signed Contracts of Sale must be forwarded to Tongaat Hulett Developments for vetting.

- 20.4 Kindlewood Management Association's written consent to transfer a property within Kindlewood Estate must be obtained. Prior to the granting of such consent, the selling/transferring owner must have satisfactorily settled all his obligations to the Kindlewood Management Association.
- 20.5 Any intending purchaser is obliged as part of any sale and purchase agreement to become a member of Kindlewood Management Association.
- 20.6 An owner shall be required to use Kindlewood Management Association's prescribed documents (including Contract of Sale) when alienating or otherwise selling his property on Kindlewood Estate.
- 20.7 Should an owner wish to dispose of his unit, he/she shall use the services of an accredited Kindlewood Management Association Estate agent.
- 20.8 Notwithstanding any other rights which Kindlewood Management Association may have in terms of these rules, if an owner fails to comply, Kindlewood Management Association shall have the absolute right to withhold its consent to the owner transferring his property until the relevant rule has been complied with in all respects.
- 20.9 Where an owner wishes to sell a unit privately and does not wish to use the services of an Estate agency, this may be done, but the owner must ensure all requirements of and obligations to Kindlewood Management Association are complied with prior to the conclusion of the sale.

21. TRANSFER OF LAND

- 21.1 It is a title deed condition and accordingly a deeds office requirement that the Association consents to the transfer. The Association's consent is subject to:-
- 21.1.1 The Owner (seller) satisfactorily settling all his obligations to the Association;
- 21.1.2 The transferee (purchaser) agreeing to become a member of the Association.
- 21.2 Rule 12 of these Rules deals with the failure to comply with the Rules but what is set out hereunder is a specific breach clause, which will apply in the event of an owner failing to comply with this Rule 21. If an owner fails to comply with this Rule 21, the Association shall have the absolute right to withhold its consent to the owner transferring his property until the Rule has been complied with in all respects.

22. BUILDING PERIODS AND COMPLETION DATES

- 22.1 Special Residential sites – construction to be completed within one year of commencement of construction.
- 22.2 Medium Density sites – construction to be completed within two years of commencement of construction.
- 22.3 Maisonette sites, construction to be complete within eighteen months of commencement of construction.

Commencement of construction is deemed to be from the date of site handover. Completion of construction is deemed to be complete as per the submitted approved plans (aesthetically complete from exterior, landscaping and driveway complete, habitable.)

Penalties for non-completion will need to be imposed. Current penalties state that levies will be doubled upon non-completion within specified building period.

23. PARTIES AND FUNCTIONS

- 23.1 Ordinary dinner parties and other social gatherings of reasonable proportions are part of normal living and of good social interaction. They pose few, if any problems. However, the holding of large celebratory functions at private residences within Kindlewood Estate is discouraged for reasons of disruption to security, parking problems and general inconvenience to other residents.

- 23.2 On Kindlewood Estate large functions should be held at the Club where there is adequate parking facilities. Special permission is required for a function to be held within Kindlewood Estate where more than 30 people may be attending. This permission must be timeously obtained prior to the proposed date of such function. When considering such a request, Kindlewood Management Association will take into account the position of the residence proposed to be used in relation to gates, proximity to neighbours, parking availability, times of function, type of music to be provided, size and position of any proposed marquee, arrangements at gates, requirements for security and additional guards, as well as any other matter of importance to the situation, all of which may result in the possible imposition of restrictions and/or special conditions as may be deemed appropriate.
- 23.3 Any private outside gathering at a residence may not extend past 22h30 after which time the party must move indoors.
- 23.4 Music being played may not interfere with any neighbours.
- 23.5 The use of laser lights, strobe lights, or any other form of flashing lights is strictly prohibited.

24. BUILDERS SHUTDOWN

No contractors are allowed onto the Estate during shutdown at the end of the year. The shutdown period is over the festive season and dates may be obtainable from Kindlewood Management Association. Swimming pool and garden contractors are allowed onto the estate during this period.

25. DISCLAIMER OF RESPONSIBILITY

The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomsoever it may belong, occur or suffered, upon the Estate, regardless of the cause thereof; nor shall the Association be responsible for any theft of property occurring upon the Estate. Members shall not have any claim or right of action against the Association for damages, loss or otherwise, and are not entitled to withhold or defer payment of any amount due by them for any reason whatsoever. Members and residents indemnify the Association against all claims in line with the above.