

HOUSE RULES
**MADE IN TERMS OF
THE CONSTITUTION OF**

KINGSWOOD GOLF ESTATE HOMEOWNERS' ASSOCIATION
("the Association")

Revision 2 : April 2009

INTRODUCTION

Kingswood Golf Estate has been designed to provide a gracious and secure lifestyle for its residents and for members of the Golf Club. To protect and enhance this lifestyle, House Rules have been established in terms of the Constitution of the Association. These Rules are binding on all persons resident at or visiting Kingswood Golf Estate. Members shall ensure that their households, tenants, visitors, invitees and all their employees and contractors, which includes tradespersons and suppliers, are aware of, and abide by, the House Rules. Tenants have the same responsibility in respect to their households, visitors, invitees and employees and contractors. The House Rules may be modified, amended or repealed from time to time subject to the procedures laid down in the Constitution.

1. DEFINITIONS, INTERPRETATIONS AND DELEGATIONS

1.1. In these Rules, unless the context clearly indicates the contrary, all words and expressions shall bear the same meaning in these House Rules as defined in the Constitution of the Association, any words importing the singular number only shall include the plural number and *vice versa*, and words importing any one gender only shall include the other gender as well as juristic persons.

In particular, the following words and phrases shall, unless the context otherwise requires, have the meanings given below: "Vehicle" - means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency

1.2. It shall be the responsibility of every Member to ensure that all members of his household, employees, tenants, invitees and guests, paying or otherwise, are fully aware of these House Rules. In the event of any breach of the House Rules by a Member, members of his household, employees, contractors, tenants, invitees and guests, or by members of his tenant's household, employees, guests and invitees, such breach shall be deemed to have been committed by that Member.

1.3. Where there is a conflict between the House Rules of the Association and the Club Rules of the Golf Club, the House Rules of the Association shall prevail.

2. DOMESTIC REFUSE

- 2.1. The removal of domestic, garden and other refuse shall be under the control of the Association which may, in exercising its functions in this regard from time to time by notice in writing to all persons concerned:
 - 2.1.1. lay down the type and size of refuse containers to be obtained and used;
 - 2.1.2. give directions in regard to the placing of refuse for collection;
- 2.2. All refuse, whether domestic or garden must be kept in these containers, which must be adequately screened from view, except when put out for collection.
- 2.3. Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed of.

3. ANIMALS

- 3.1. No domesticated wild animals shall be kept on the Estate.
- 3.2. All domestic animals are to be kept and retained within the erf boundaries. All stray/unaccompanied domestic animals found outside residential erf boundaries will be removed from the Estate at the cost of its owner.
- 3.3. Domestic animals shall only be kept with the written approval of the Association. Members must take all reasonable precautions and if required by the Association erect a suitable enclosure that conforms to the Architectural Guidelines and Controls to prevent the domestic animals from straying.
- 3.4. Domestic animals shall at all times be restrained by means of a leash or similar device when accompanied by Members onto any of the open space trail systems and/or golf course.
- 3.5. All domestic animals shall be tagged and display the Member's name and telephone number.
- 3.6. In the event of any domestic animal being introduced onto Kingswood Golf Estate without prior approval, the Association may call on the owner of the animal to remove it forthwith and should the owner of the animal concerned fail, refuse or neglect to do so, the Association may impose penalties on the relevant Member or may procure the animal's removal from the Estate and recover any costs so incurred from the Member concerned, without prejudice to its rights to recover any penalty imposed on such Member.
- 3.7. Should any domestic animal prove to be a continual nuisance to other residents, the Association may call on the owner of the domestic animal to remove it and if the owner fails or refuses to do so, the Association may impose penalties on the Member concerned and/or procure its removal from the Estate and recover any costs so incurred from such Member concerned, without prejudice to its rights to recover any penalty imposed.

- 3.8. Dogs are not permitted to be walked on the Golf Course during normal playing hours as determined by the Golf Club from time to time.
- 3.9. In all cases, whether on the Common Areas or on the Golf Course, should dogs cause a mess or cause damage to the Association's or the Golf Club's property, the dog's owner shall forthwith remove the mess or repair the damage as the case may be. Should the dog's owner fail to remove the mess or repair the damage caused, the Association shall be entitled to have such mess removed or repaired and to recover such costs or damages from the Member concerned.
- 3.10. No outside aviaries are permitted on the Estate.

4. TRAFFIC / PEDESTRIANS

- 4.1. No vehicles shall enter or leave the Estate at any point except at the official entrance to gates, except in special circumstances and then only with the consent of the Association. Non-Members are required to sign the relevant entry document stating that they will abide by the House Rules, regulations and Constitution of Kingswood Golf Estate.
- 4.2. All vehicles entering the Estate shall stop at the controlled vehicle entrances.
- 4.3. No vehicles shall enter the Estate unless admitted by the guard on duty at the gate, except where the Association has issued to the driver a device enabling the driver to operate the vehicle entrance gate himself.
- 4.4. No Member shall permit the use of an access control device issued to such Member for operating the vehicle entrance gate by any person other than a member of his household, or guests or lessees of that Member.
- 4.5. The movement and control of traffic and pedestrians is subject to the security rules and regulations of the Homeowners Association.
- 4.6. All Members and tenants are required to advise Security at the entrance gate in advance the name and approximate time of arrival of any non-member (including a member(s) of his family) to be admitted to Kingswood as invitees or guests. Failing which, the Security Officer will, when approached by any person for entry to Kingswood, shall telephone the destination point for instructions. Entry will be refused if the above process cannot satisfactorily be concluded.
- 4.7. Commercial deliveries are not permitted on Sundays or public holidays, nor before 07H00 and after 18H00 on weekdays, nor before 07H00 and after 15H00 on Saturdays without the prior consent of the Association.
- 4.8. Motorised vehicles, including golf carts, shall only be driven on the Estate roads by persons who hold a valid current driver's licence which would permit them to drive that vehicle on a public road within the Republic of South Africa.

- 4.9. No person shall drive any vehicle on any road within the Estate at a speed in excess of 30 km per hour. The Association shall be entitled to impose a penalty on the Member concerned, whether such contravention is committed by such Member his guests, members of his household, employees or invitees. The Association reserves the right to enact from time to time such traffic rules as they deem expedient in the circumstances.
- 4.10. Pedestrians, animals, birds and wild life shall at all times have the right of way within Estate and vehicles shall be brought to a stop whenever necessary.
- 4.11. The Association may, by means of appropriate signage, indicate the use of roads or any portion of the roads, Common Area, or Golf Course. Failure by any person to obey this signage shall be a contravention of these House Rules and shall expose the Member concerned to a penalty whether such contravention is committed by the Member, members of his household, guests or invitees.
- 4.11.1. All persons who enter the Estate shall observe and comply with the provisions of any and all road traffic legislation applicable to the Western Cape Province as fully and effectively as though the Estate's roads are public roads as defined in such legislation.
- 4.11.2. Notwithstanding 4.11.1, vehicles such as motorised ride-on mowers, "carryall" carts for the development and maintenance of the Estate, as well as motorised golf carts may be driven on the Estates's roads provided:
- 4.11.2.1.the vehicles are in sound mechanical condition;
 - 4.11.2.2.have adequate front and rear lights when driven after dark; and
 - 4.11.2.3.the provisions of Rules 4.8 , 4.9 and 5.6 are observed.
- 4.12. No person shall store any motor vehicle, golf cart, caravan, boat or the like on the Estate except in a structure built for this purpose approved in writing by the Architectural Review Committee. None of the above shall be left overnight on any road.
- 4.13. No helicopters or any means of aerial conveyance may be landed at any place on the Estate without the written authority of the Association.

5. OPEN SPACE AND ENVIRONMENTAL CONTROL

- 5.1. The Association has the right and obligation to control the environment of the Estate in terms of the Environmental Management Plan and the environmental Guidelines more fully described in the Architectural Guidelines.
- 5.2. No person shall do anything that detrimentally affects the amenities and/or unreasonably interfere with the use and enjoyment of the Common Area and the Golf Course by others.
- 5.3. No camping shall be permitted. Picnicking shall only be allowed at such places set aside for that purpose by the Association. .

- 5.4. No fire shall be lit on the Estate except in such places as may be designated for the purpose by the Association or in an approved and a properly constructed fireplace or barbecue.
- 5.5. Subject to any law or regulation made in terms of the Environment Conservation Act No. 73 of 1989, or any permit granted in terms of this Act or the Environment Conservation Act No. 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association.
- 5.6. The driving of motorised vehicles in the Common Area is confined to roads and driveways. Only golf carts and maintenance vehicles may be driven on the Golf Course and Common Area.
- 5.7. 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 an erf become unsightly, the Association shall call upon such Member to rectify the situation, detailing what remedies are required and giving the Member a reasonable period for commencement and completion. If the Member fails to comply with the Associations' requirements within the stipulated times, the Member shall be in breach of the House Rules and the Association may proceed in terms of Clause 11 of these House Rules.

6. DAMS

- 6.1. No persons shall launch any boat or craft of any description, powered by a motor or otherwise, on any dam/river/stream on the Estate.
- 6.2. No water sport (scuba diving, spear fishing, wind surfing, etc.) is permitted on dams/rivers/streams and no person shall enter any dam/river/stream on the Estate without the written permission of the Association or, in the case of retrieving of golf balls, the Golf Club.
- 6.3. No domestic animal shall be allowed to enter any dam/river/stream.
- 6.4. No person shall pollute or permit the pollution of any dams/river/streams within the Estate by any substance that may in any manner be injurious to plant, animal or bird life, or which may in any way be unsightly.
- 6.5. No person shall discard any litter or any article of any nature whatsoever in any dam/river/stream on the Estate.
- 6.6. No fishing is permitted on the Estate without the prior written consent of the Association and subject to the terms and conditions imposed by the Association as well as any competent authority.

7. ACCESS TO THE GOLF COURSE

- 7.1. Members, their guests and/or their invitees may only play golf on the Golf Course with the approval and subject to the rules and regulations imposed by Golf Club.
- 7.2. Members, members of their household, guests and or invitees who enter the Golf Course, do so at their own risk.

- 7.3. Persons entering the Golf Course must at all times observe the etiquette of golf.
- 7.4. No person may walk on any green, tee or bunker on the Golf Course unless playing golf with the approval of the Golf Club.
- 7.5. No persons shall permit their domestic animals to walk on any green, tee or bunker on the Golf Course.
- 7.6. No practising is permitted on any green, tee, bunker or fairway on the Golf Course.
- 7.7. Children under 10 years of age may not enter the golf course unless accompanied by an adult or playing golf with the club's consent.
- 7.8. No person not qualified and in possession of a drivers license, valid on any public road in the Republic of South Africa shall be entitled to drive a self propelled Golf Cart on the Golf Course.
8. LETTING, RESALE AND OCCUPATION BY MEMBERS' GUESTS OF PROPERTIES
- 8.1. The following rules, read with 1.2 above, shall apply to the letting and resale of property:
 - 8.1.1. Only an estate or property agent accredited by the Association may be employed in the sale or letting of any property at Kingswood Golf Estate, which accreditation may be withdrawn by the Association in its discretion.
 - 8.1.2. Such agents must operate on a "by appointment" basis. They may not erect any "for sale" or "show house" or "sold" boards or any other signage boards whatsoever, and they must personally accompany prospective buyers or tenants onto the property.
- 8.2. An agent will be accredited only after signing an agreement with the Association that such agent will abide by stipulated procedures applicable to the sale or letting of property on the Estate, and in particular will make any buyer aware of the House Rules, Constitution, building deadlines and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time to ensure compliance with the matters envisaged in this clause 8.2.
- 8.3. Tenants to whom properties are let or leased are obliged to abide by all of the House Rules, regulations and requirements of the Constitution. The agent who is letting a property is obliged to supply the tenants with copies of the Constitution and House Rules.
- 8.4. When a Member personally sells or lets his property, the provisions of 8.1.2, 8.2 and 8.3 will apply to him.
- 8.5. Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member. This may be done in writing or by telephoning the office of the Association and giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association within one working day of arrival, and to sign a declaration that they are acquainted with the House Rules and Constitution and accept it as binding on them.

- 8.6. Prior to the Transfer of any erf (or sectional title unit) to a successor in title a Member shall obtain a certificate from the Association that confirms that:
- 8.6.1. no levies, fines and/or penalties are due to the Association; and
- 8.6.2. that, to the best of the knowledge of the Association, such Member is not in breach of any of the provisions of the Constitution, and/or these House Rules.
- 8.6.3. An acceptable guarantee to secure the payment of the sales levy due in terms of the Constitution.
- 8.7. The Association shall be entitled to require that a Member provide a suitable guarantee or indemnity to ensure compliance with clause 8.6 to enable the Association to issue the Certificate contemplated in clause 8.6 above.

9. CONDUCT AT KINGSWOOD

- 9.1. All clothing, household linen or washing of any nature, shall be adequately screened from view and may only be placed in an drying yard or such other area designed for such purpose.
- 9.2. The lighting of fireworks is not permitted at Kingswood.
- 9.3. No unauthorised persons are allowed onto building sites under construction.
- 9.4. No person shall make or cause to make any unacceptable disturbance or excessive or undue noise which constitutes a nuisance to other persons. In particular:
- 9.4.1. Burglar alarms must comply with any regulations which the Association may institute from time to time.
- 9.4.2. All vehicles, but particularly motorcycles, must be efficiently silenced.
- 9.4.3. The mowing and/or edging of lawns, the use of leaf blowers, or the operation of any other noisy machinery which may disturb neighbours is strongly discouraged after normal working hours unless there are exceptional circumstances. These activities are, however, prohibited on Sundays and Public Holidays. All building work, whether undertaken by a contractor or by a Member, shall be done during the hours stipulated by the Association from time to time for building contractors, unless written approval for an exception is given by the Association.
- 9.4.4. All undue noise must cease between 22H00 and 06H30 except for the occasional party, when such noise shall cease at 24H00.
- 9.5. In order to maintain the residential nature of the estate, no Member or tenant shall accommodate nor allow to be accommodated more than the maximum number of persons permitted to occupy such residence, vis:
- 1 bedroom unit 4 persons
 - 2 bedroom unit 6 persons

- 3 bedroom unit 8 persons
- 4 bedroom unit 10 persons
- 5 bedroom unit 12 persons

9.6. Whenever the Association receives a written complaint from a Member, duly signed by such complainant, relating to unacceptable behaviour or conduct in contravention or in breach of these Rules and/or the Constitution, the Association shall investigate such complaint and take appropriate steps to stop such behaviour or breach within the scope of these House Rules and the Constitution.

9.7. The Association is not limited by clause 9.6 from taking action of its own initiative, if evidence of unacceptable behaviour or conduct as contemplated above, comes to its attention from a source other than a written complaint.

9.8. No unauthorised person shall interfere with Kingswood's security arrangements or the activities of its appointed security service provider and/or its staff.

9.9. Alarm or protection systems may be installed in private dwellings subject to approval by the Association and/or its security advisers.

10. COMMERCIAL ACTIVITY

10.1. The Association may regulate commercial activity on Kingswood. No application for a trading licence or zoning relaxation shall be made to the relevant authority unless the prior written approval by the Association has been obtained which approval shall not be unreasonably withheld.

10.2. No advertising board may be displayed anywhere on the Estate other than the standard architectural building board during building construction, except with the prior written permission of the Association.

10.3. No door to door canvassing or selling is permitted on the Estate

10.4. Use of the HOA mailing list for commercial purposes is prohibited and Members are prohibited from providing non-members with the HOA mailing list.

11. FINES AND PENALTIES

11.1. Any person who contravenes or fails to comply with any provision of the Constitution, these House Rules, or any conditions imposed by or directions given in terms of the House Rules, shall be deemed to have breached these House Rules and will be subject to any penalties imposed by the Association having regard to the circumstances and which may include the imposition of fines.

11.1.1. In the event of a breach by members of the Member's household, employees, invitees, guests and tenants, and the members of the tenant's household and the tenant's employees, invitees and guests, the Member shall be liable for the payment of any fines imposed;

- 11.1.2. In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or other penalty, bar such person access to the Estate.
- 11.2. In the event of a continuing offence, any person subject to these House Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable in respect of each such separate offence.
- 11.3. Any fine imposed on a Member, in terms of 11.1.1 or 11.1.2, shall be a debt due and payable to the Association by the Member on demand.
- 11.4. The imposition of penalties is subject to the relevant provisions of the Association's Constitution.
- 11.5. Should a Member fail or refuse to comply with these House Rules, the Association may take whatever action may be necessary and appropriate in the circumstances and recover from the Member any costs incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

12. OTHER REGULATIONS

A breach of the Associations' Architectural Guidelines or any other Regulation made in terms of the Associations' Constitution shall, in addition to any procedures and penalties prescribed therein, be subject to the procedures and penalties set out in Clause 11 of these House Rules.