

**KENTON ECO ESTATE**  
**CONDUCT RULES**

Promulgated in terms of the provisions of the Articles of Association of Kenton Eco Estate Homeowners Association.

**1. Introduction:**

- 1.1 The Kenton Eco Estate Homeowners Association ("the Association") has promulgated the Rules as contained herein in terms of the authority granted to the Association by the Articles of Association of the Association. The primary objective of the promulgation of these Rules are to ensure that a mutually satisfying community living is achieved when residents use and enjoy their private property as well as the public areas of the Estate, in such a manner that they show respect for the rights of other owners and/or persons lawfully in the Estate, thereby enjoying the Estate facilities. Compliances with these Rules and the general consideration of all residents for each other will assist in achieving harmonious living and use and enjoyment of proprietary rights of owners.
- 1.2 These Conduct Rules ("Rules") are binding on all residents and lawful visitors to the Estate. Purchasers and owners are responsible to ensure that members of their families, their tenants, employees of any nature, and all invitees comply with these Rules at all times.
- 1.3 In the interpretation of these Rules, the decision of the Trustees shall be final and binding.
- 1.5 The definitions contained in the Articles of Association shall *mutatis mutandis* apply in the interpretation of these Rules. These rules shall be indivisible from the Articles of Association of the Association (a Section 21 Company) and shall be enforceable in terms of such Articles.

**2. Use of streets:**

The streets of the Estate are for the movement of all Residents, whether by foot, running shoe, roller-skate, bicycle, passenger motor vehicle or golf cart or otherwise. Cars are considered to be part of the street environment but not necessarily the dominating factor.

- 2.1 The speed limit is restricted to 40km per hour and pedestrians have right of way at all times.
- 2.2 Only passenger vehicles and golf carts will be allowed to be used in the Estate (as "power-driven" vehicles). Passenger vehicles and golf carts are not allowed to be driven anywhere except on the streets of the Estate. Parks and sidewalks are off limits to all passenger vehicles and golf carts.
- 2.3 Parking on sidewalks should be avoided and parking in the street opposite traffic islands is prohibited.
- 2.4 No unlicensed vehicles or drivers will be permitted into the Estate.

### **3. Good Neighbourliness:**

- 3.1 No business activity, hobby or other activity which could or would cause aggravation or nuisance to fellow Residents may be conducted, including without limitation thereto auctions and jumble sales. In addition, no person may conduct any business, professional or commercial activity from or on any property within the Estate without having obtained the prior written consent of the Association, in terms of the provisions contained in the Articles of Association.
- 3.2 The sound volume of music and/or electronic instruments shall be maintained at a level so as not to be heard on adjoining properties and no person may allow noise levels on their property to be a nuisance to adjoining or surrounding property owners.
- 3.3 Any noisy activity, including without limitation thereto, a lawn mowing, may only be performed between the hours of 09h00 - 16h00 (Monday to Saturday) and provided no unreasonable noise is made. Electric lawn mowers are preferred. No mowing of lawns shall take place on Sundays.
- 3.4 Washing may only be hung on wash lines screened from the street and neighbours.
- 3.5 Refuse and refuse bags may not be placed on the sidewalk, except if they will be removed within a period of 1 day.
- 3.6 No advertisements, publicity material, posters or the like may be exhibited or distributed in the Estate without the prior written consent of the Trustees.
- 3.7 All vacant erven/stands shall be kept in a clean and tidy state at all times, the owner thereof being obliged to ensure the regular and prompt mowing thereof and the clearing of any refuse or rubble thereon.

### **4. Ensuring a Pleasing Streetscape:**

The collective pride of the Estate will depend to a considerable extent on the contribution of every owner in doing his part to create and maintain a neat and pleasing streetscape.

- 4.1 Every owner shall maintain the sidewalk area between the road surface and his property.
- 4.2 Any bulky items including, without limitation thereto, caravans, trailers, boats, equipment, tools, engine and vehicle parts, should be sited out of public view and screened from neighbouring properties.
- 4.3 No building material or refuse of any nature may be dumped on the sidewalks under any circumstances.
- 4.4 No Resident may display any signage of any nature outside their dwelling or property without the prior written consent of the Trustees. Residents may however display a name plate which does not exceed 30cm x 20cm in dimension outside their dwelling. All Residents shall ensure that

house numbers, which shall be no larger than 30cm x 20cm for each number, are displayed outside the main entrance to their property.

4.5 In the event that an owner/resident/occupant should fail to:

4.5.1 maintain the sidewalk area outside his property; or

4.5.2 maintain his garden yard walls; or

4.5.3 clear any dumping of any nature which has taken place on such sidewalk,

Then the Trustees may call upon such owner forthwith to remove such items or to remedy such situation, and should such owner fail to do so, the Trustees may themselves take such remedial action as is necessary and recover the costs thereof from the owner of such property.

4.6 No resident may plant the sidewalk adjacent to his erf in such a manner as to:

4.1 totally cover the sidewalk; or

4.2 obstruct or prevent pedestrian traffic over such sidewalk.

## **5. Adhering to Architectural Standards:**

5.1 All building plans shall be prepared and submitted (in accordance with the Architectural Design Rules applicable to the Estate from time to time), as determined by the KDRC, and must be approved in writing by the KDRC prior to the commencement of any construction. This applies to any and all additions and alterations to existing structures and to the erection of any tennis court, swimming pool, gazebo, or any other constructed structure.

5.2 All TV aerials shall be concealed and not externally visible. Satellite dishes shall be discretely positioned wherever possible.

5.3 External or other lighting shall be designed and installed not to be intrusive or to create a nuisance to other Residents.

## **6. Environmental Management:**

6.1 No rubble or refuse may be dumped or discarded in any public or common area, including the nature reserve and streets. Braai areas shall be cleaned after use.

6.2 Flora may not be damaged in any public area.

6.3 Fauna of any nature may not be chased, trapped or harmed in any manner in any public area by residents.

6.4 Every owner must ensure that contractors in his employ adhere specifically to the environmental management stipulations of the Contractors Code of Conduct.

6.5 Residents are responsible for maintaining trees, plants and shrubs planted on their sidewalks by the Association.

- 6.6 Residents shall maintain a high standard of garden and pavement maintenance.
- 6.7 Residents shall ensure that declared noxious flora are not planted or growing in their gardens and if found, same shall forthwith be removed and safely discarded.
- 6.8 The planting of indigenous flora is encouraged and residents are requested to plan and plant their gardens in accordance with the overall environmental management attitude of the Estate.
- 6.9 No burning of rubble.
- 6.10 Building and all other rubble to be removed from site within 7 days.

## 7. **Security:**

- 7.1 Security guards may not be abused under any circumstances.
- 7.2 Security protocol and procedures must be adhered to, including without limitation, all access control procedures, contractors' procedures and any other written protocols prescribed from time to time.
- 7.3 Every resident or owner, with respect to employees in his employ, must conscientiously enforce the ID card system for permanent employees, temporary employees and contractor representatives.
- 7.4 Every resident must require visitors to adhere to security protocol and procedures.
- 7.5 Every resident must ensure that contractors in his employ adhere specifically to the security stipulations of the Contractors Code of Conduct.
- 7.6 All attempts at burglary or instances of fence jumping must immediately be reported to a member of the security office.
- 7.7 Security is an "attitude"; be aware that you need to enforce and apply security to make it work. Do not hesitate to question suspicious persons not displaying formal ID cards. NOTE: All residents to install a home security system which shall be linked to the security control room prior to taking occupation of their homes.
- 7.8 Whilst every effort is made to secure the Estate, neither the Association nor the Trustees nor their employees shall be liable for any loss, injury or damage to any person or property arising from any cause whatsoever, including without limitation, the negligence of any of the security personnel, the failure of any security measures or the intentional acts of any agents, employees or appointees.

## **8. Tenants, Visitors, Contractors and Employees:**

- 8.1 Should any owner let his property, he shall advise the Association in advance and in writing of the name of the Lessee, and the period of such lease. The owner shall inform the Lessee of all Conduct Rules and other Rules, and include a term in the Lease which binds the Lessee to adhere to such Rules and to sign any acknowledgement or documentation reasonably required by the Association.

## **9. Reselling or Letting of Property:**

- 9.1 No Agent may deal in any property in the Estate, unless such agent has been accredited by the KEEHOA.
- 9.2 Such Agent may only operate on a "By Appointment" basis, must personally accompany prospective buyers, and is not allowed to erect any "For Sale" or "Show House" signage boards within the Estate save for acceptable signage placed on the sidewalk immediately outside the house, and only between the hours of 8:40am - 5:00pm on a showday.
- 9.3 The seller must personally ensure that the buyer is informed about and receives a copy of the Conduct Rules, Contractors Code of Conduct and any other administrative regulations applicable at the time of purchase. Failing this, the buyer will only have recourse against the seller.
- 9.4 The seller of a property in the Estate shall ensure that the sale agreement contains the following clauses:

### 9.4.1 Homeowners Association:

The Purchaser acknowledges that he shall upon registration of the property into his name, become a Member of the Kenton Eco Estate Homeowners Association and the Purchaser agrees to be bound to and abide by the Memorandum and Articles of Association of such Association and the Conduct Rules.

### 9.4.2 Conditions of Title:

The Seller shall be entitled to procure that in addition to all other conditions of title and/or subdivision referred to above, the following conditions of title be inserted in the Deed of Transfer in terms of which the Purchaser takes title to the property: "Every owner of the erf or any subdivision thereof, shall become and shall remain a Member of the Homeowners Association and be subject to its constitution until he ceases to be owner as aforesaid. Neither the erf nor any subdivision thereof nor any interest therein nor any unit thereon shall be transferred to any person who has not bound himself to the satisfaction of such Association to become a Member of the Homeowners Association."

"The owner of the erf, shall not be entitled to transfer the erf without a clearance certificate from the Homeowners Association that the

provisions of the Articles of Association of the Homeowners Association have been complied with and that all debts, levies or imposts or fines or charges due to the Association have been duly paid.”

"The term "Homeowners Association" in the aforesaid conditions of the title shall mean the Kenton Eco Estate Homeowners Association (incorporated Association not for gain). In the event of the Registrar of Deeds requiring the amendment of such conditions in any manner in order to effect registration of same, the Purchaser hereby agrees to such amendment."

#### 9.4.3 Building Operations:

“The Purchaser acknowledges that the Township is not fully developed, that building operations will take place upon adjacent or neighbouring erven and that the said building operations may cause the Purchaser certain inconvenience. The Purchaser agrees that he shall have no claim either as against the Seller or the Homeowners Association or against the builder arising out of such building operations”

### **10. Accreditation of Estate Agents:**

- 10.1 An Estate Agent is accredited after signing an agreement with the KEEHOA that such agent will abide by the stipulated procedures applicable to the sale of property in the Estate, and after having been inducted with respect to the concepts, Rules and conditions under which a buyer purchases property in Kenton Eco Estate.
- 10.2 Accreditation of Estate Agents may be reviewed by the KEEHOA from time to time, and an updated list of accredited agents published in the Kenton Eco Estate News Letter.

### **11. Administration:**

- 11.1 All levies are due and payable in advance, without set-off or deduction whatsoever, on the first day of each and every month.
- 11.2 Interest will be raised on all accounts in arrears at a rate to be determined by the Trustees from time to time.
- 11.3 A further penalty, to be determined from time to time, will be imposed on any accounts which remain unpaid after 60 days. The Association is also entitled to publish the names of such delinquent account holders.
- 11.4 In the event of a failure to comply with these Rules, the Trustees shall be entitled, after due notice to the resident concerned, to remedy such breach and thereafter to recover the cost thereof from the owner concerned. In this regard, owners will be held liable for the conduct of their tenants.

- 11.5 The Trustees reserve the right to take any necessary action they may deem fit in the instance of a continued contravention of a Rule, after expiry of a written notice with respect to the issue. Such action can include rectification by the Association, the cost of which will be charged to the transgressor, or imposition of a fine in terms of paragraph 12 hereof and/or legal action.
- 11.6 Should a difference between the Association and an owner not be resolved along normal avenues, and litigation ensue, the owner and the Trustees consent to the jurisdiction of the Magistrate's Court.
- 11.7 In the event of the Association instituting any legal proceedings against any owner or resident of the Estate for the enforcement of any of the Rules set out herein, as amended from time to time, the Association shall be entitled to recover all legal costs from the owner or resident concerned, calculated as between attorney and client.
- 11.8 Every owner of land on the Estate nominates domicilium citandi et executandi for the purpose of the service of any document or process necessary for the enforcement of these Rules at the address of any erf in the Estate owned by him, unless he shall have notified the Association of another address for such service.

## **12. Fines and Penalties:**

- 12.1 Any owner who contravenes, breaches or fails to comply with any provisions of these Rules, conditions imposed thereunder or directions given in terms thereof will, inter alia, and without limitation of the Association's rights in respect of such conduct, be subject to any penalty, fine or charge imposed by the Association from time to time.
- 12.2 The owner concerned shall be liable for the payments of any fines imposed as a consequence of any breach by members of the owner, employees, invitees, guests and/or tenants.
- 12.3 Any fine imposed on a resident shall be a debt due and payable to the Association on delivery of written demand therefore.
- 12.4 The fines imposed for any first offence shall be:
- 12.4.1 for any traffic/driving/"use of streets" violations - R 500;
  - 12.4.2 for any good neighbourliness/architectural standard violation - R 750;
  - 12.4.3 for any "pleasing streetscape"/environmental management violation - R750;
  - 12.4.4 for any security violation - R 1 000;
  - 12.4.5 for any pet violation - R 500;
  - 12.4.6 for any other violation - R 500.
- 12.5 The fine for any second or subsequent offence by any person for whom such owner is liable shall be the amount set out above plus 20% compounded for each subsequent offence.

**13. Levies:**

- 13.1 The Levies payable by owners to the Association shall amount to R500-00 per month, or portion thereof, calculated from date of registration of transfer. The levies will be adjusted by the Association from time to time. The Levies will exclude payments of services to the Ndlambe Municipality direct, such as rates and taxes, service charges relating to electricity and water supply, including availability charges.
- 13.2 Upon date of registration of transfer, a contribution to the Association Levy Stabilization Fund of R2000-00 per owner shall be made to the Association, such payment to be paid to the Conveyancers when called upon to do so prior to date of registration of transfer, the Conveyancers to pay upon date of registration of transfer the amount of R2000-00 per individual property to the Association.

**14 Amendment of Rules:**

The Trustees of the Association reserves the right, from time to time, by simple majority, to amend the Rules.

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