Kyalami Syndicate Proprietary Ltd
2017/530230/07 Contact : owen@gr-hydra.co.za Address: 323 Percheron Road Beaulieu

To Whom It May Concern

Dear Owner,

GREETINGS FROM THE KYALAMI SYNDICATE

Welcome! You are about to become an owner of a special property located in a special place.

Beaulieu Country Estate ("the Estate"), as it is now commonly referred to (previously known as Beaulieu Equestrian Estate), is one of the very few residential estates which has preserved its equestrian and countrified environment and ethos.

Background

When the Estate was first developed, its founding developers, who are commonly referred to as the Kyalami Syndicate, had the presence of mind to incorporate in the founding title deeds of each property making up the Estate, two personal real right conditions. These conditions are set out in detail in the Consent document which is attached to this letter. The sole purpose of the founding developers was to ensure, as best they could, that the equestrian and countrified ethos of the Estate would be protected for all owners, both then and into the future.

The personal real rights

It is a legal requirement that such conditions are carried forward from owner to owner every time a sale of a property is registered in the Deeds Office, Pretoria. Further, without a Consent document signed by the Kyalami Syndicate, registration of a transfer of a sale in the Estate may not take place in the Deeds Office, Pretoria.

The purpose of this provision, fundamentally, it is to prevent the sale of property in the Estate to persons who may wish to develop such property inappropriately (bearing in mind the countrified feel and equestrian ethos of the Estate). For instance, a purchaser who wishes to develop at a high density in conflict with such ethos, would in all likelihood not receive the written consent of the members of the Kyalami Syndicate.

Regarding the second condition, buildings or fencing (which include walls) cannot be erected on your property without, once again, the prior written consent of the Kyalami Syndicate. The same principle applies, in effect, to the exercise of this Consent. The Kyalami Syndicate shall only withhold such a

Consent if it is has evidence that a planned building or fencing (including walls) is inappropriate, bearing in mind, once again, the equestrian and countrified ethos of the Estate.

Please also be advised that without the written consent of the Kyalami Syndicate in respect of both buildings and /or fencing, building plans submitted to the City of Johannesburg may not legally be approved by the City.

In short, at all times the primary purpose of the Kyalami Syndicate in the exercise of the real rights belonging to its members, is the protection of the equestrian and countrified nature and ethos of the Estate.

Sectional Title Schemes

Sectional title was introduced in error into the estate during the 1990's (without the consent of the Kyalami Syndicate). This scenario has now been addressed and no further sectional title schemes can be registered in the Estate going forward.

Those sectional title schemes that exist in the Estate cannot be further subdivided nor can such sectional schemes be reversed unless both portions are in the ownership of a single entity which then consolidates the sectional title properties.

Owners of sectional title units should ensure that there is a Body Corporate Management Agreement in place between the respective members and that the Body Corporate is registered with CSOS. All sectional title legislation applies to such registered sectional title schemes.

Operation of the Kyalami Syndicate

A few of the original developers have passed on, and one member company has been de-registered. The remaining original developers, namely, Derek Robert Verster, Hendrik Theodor Scheepers, Gerhardus Francois Scheepers, the JC van Zuydam Familie Trust, Cumfort Stay CC and Delquin Investments (Pty) Ltd, are all now represented by way of Special Powers of Attorney granted by them in favour of Kyalami Syndicate (Pty) Ltd. These Special Powers of Attorney are all registered in the Deeds Office, Pretoria, and are on record with the City of Johannesburg.

Accordingly, all matters dealing with the personal real rights of the remaining members of the Kyalami Syndicate are dealt with through the offices of Kyalami Syndicate (Pty) Ltd.

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All new buyers and current owners who require a Consent from the Kyalami Syndicate, should therefore make contact with Kyalami Syndicate (Pty) Ltd at rosemarys@mweb.co.za.

In respect of the receipt of a Consent dealing with the sale of a property in the Estate, a nominal administrative fee of R1,500.00 is payable to Kyalami Syndicate (Pty) Ltd to cover costs in connection with the issue of such Consent. There is no fee payable to the Kyalami Syndicate (Pty) Ltd in respect of the issue of a Consent in respect of building plans and/or fencing/walls. There is also no general or special levy payable by any owner to Kyalami Syndicate (Pty) Ltd whether on its own behalf or on behalf of the members of the Kyalami Syndicate.

Kyalami Syndicate (Pty) Ltd

The director and sole shareholder of Kyalami Syndicate (Pty) Ltd is Mr Owen Sandison, and he is assisted administratively by his wife, Mrs Rosemary Sandison. Both Owen and Rosemary are owners of properties in the Estate and have been residents for many years.

Homeowners Association

The Estate does not have a Homeowners Association and consequently no owner in the Estate is obliged to pay any levy in respect of their rights to use the Estate, including bridle trails and the Bird Sanctuary.

When the Estate was laid out, the developers in association with the City of Johannesburg registered a number of servitudes through portions of properties in the Estate, for the principal purpose that such servitudes should be used as bridle paths for the use of owners In addition, the developers set aside a large portion of land in the Estate as a Bird Sanctuary.

All owners have right of access to such facilities without payment.

Beaulieu Country Estate NPC

Some years back various residents of the Estate formed a company to handle security in the Estate. Beaulieu Country Estate NPC ("BCE") was formed and operates to this day. Its principal activity is the management of security and in this regard owners are encouraged by BCE to contract with BCE directly. BCE charges a levy to participating owners in respect of the services rendered by it in the Estate.

Director O J Sandison

It is important that owners recognise that BCE is not a Homeowners Association and that they are therefore not obliged to be a party to its activities nor to pay any amounts/levies to BCE unless they have elected to contract directly with BCE.

Further, BCE has no authority to prevent the registration of the sale of a property in the Deeds Office whether for non-payment of amounts due to it by a seller, or otherwise, and has no authority to prevent access to the bridle trail and/or the Bird Sanctuary.

Protection of the Estate

There being no Homeowners Association, as above described, the obligation of the protection of the Estate falls on all owners. Although the Kyalami Syndicate has certain rights, it is also not a Homeowners Association and therefore has no authority to make day to day decisions dealing with the operation of the Estate or of the collection of levies which might be used in respect of maintenance and the like.

It is therefore important that new owners understand that it is incumbent on them in their individual capacities to oppose both behaviour and/or proposed development in the Estate which is conflict with its equestrian and countrified ethos. Such opposition shall protect the inherent value in the Estate which shall without doubt increase progressively as the northern suburbs of Johannesburg continue to densify. The real future value of the Estate lies in its unique equestrian and countrified ethos.

Bridle Trail and Bird Sanctuary

As already stated, the bridle trail is for the use of all owners (and residents). All owners of properties which are adjacent to the bridle trial are encouraged to maintain that portion of the bridle trail which abuts their property. Likewise, all users of the bridle trail are encouraged to use it appropriately and to keep it litter free.

In addition to the bridle trail, the registered Bird Sanctuary is for the use of all owners. Likewise, all owners are encouraged to use the Bird Sanctuary responsibly.

The Bird Sanctuary is "managed" by the City. Should you be interested in assisting in the preservation of this valuable asset, a voluntary association called "Friends of Beaulieu Bird Sanctuary" would welcome your participation and can be contacted at rosemarys@mweb.co.za.

Director O J Sandison

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General

Kyalami Syndicate (Pty) Ltd, on behalf of the members of the Kyalami Syndicate, hereby welcomes you as a new owner and trusts that your ownership in the Estate shall be a fulfilling and rewarding experience.

Yours sincerely,

Owen Sandison

Director

© 0825587958 email : owen@gr-hydra.co.za

Date 11/11/2026

LETTER TO ALL OWNERS AND RESIDENTS OF BEAULIEU EQUESTRIAN ESTATE ("ESTATE") AND TO BEAULIEU COUNTRY ESTATE NPC ("BCE") FROM MR DEREK VERSTER

7 December 2023

Dear All,

It has come to my attention that there is some confusion in the Estate regarding certain issues. This letter, it is my hope, shall deal with and resolve two issues which I believe require some explanation.

1. **<u>The Kyalami Syndicate</u>**

1.1 When the Estate was laid out by myself and nine other persons, it was our joint and several intention that the primary use and purpose of the Estate was that it should be, in perpetuity, an equestrian opportunity for all those who loved horses, whether on their own properties, or in the general vicinity. For that reason, we entered into lengthy negotiations with the relevant municipal authority for the registration of bridle servitudes in the Estate, such servitudes forming a network of riding opportunities for all owners and residents. These servitudes now belong to the City of Johannesburg.

1.2 In order to ensure the perpetuity of our intention as developers, the ten founding members (hereafter called the Kyalami Syndicate simply for convenience) instructed our conveyancers to insert into every deed of transfer which was registered in the Deeds Office, Pretoria, a conditional clause, a copy of which is attached hereto marked Annexure "A".

1.3 The conditional clause was inserted solely for the reason that the Kyalami Syndicate, jointly and severally, felt very strongly about the purpose of the Estate, and wishes to protect those families that purchased into the Estate with the expectation that its ethos and nature should remain fundamentally equestrian in perpetuity.

1.4 Of the original Kyalami Syndicate members, three have passed on and one juristic member has been de-registered. The remaining six members are all

resident has entered into a contract with BCE. This seems to me to be an unlawful exercise of power by BCE, and certainly was not the intention of the founding members. I repeat, the bridle servitudes were incorporated (after great effort and time spent) so that all members of the Estate could use that facility to exercise horses and to enjoy the lifestyle of riding horses in and around the Estate.

2.5 It seems to me, therefore, that it is not only unlawful but also ethically wrong to now use access to the bridle servitudes as a tool to make people pay levies to BCE for services to which owners and/or residents have not contracted, presuming that to be the case. I point out also that it is my view, for what it is worth, that even with regard to those owners and/or residents who have contracted to pay levies to BCE for services rendered by BCE, that BCE is not entitled to use access to the bridle paths as a tool to force payment of such levies.

It is not my intention to be further involved in this latter dispute. I simply hope that my comments might bring some degree of certainty regarding access to the bridle servitudes.

With regard to the services which continue to be rendered by the remaining six members of the Kyalami Syndicate, I assure you that we still take our duties seriously and that it is our stated intention, where possible, to protect the Estate for all those who purchased into the Estate believing that its equestrian ethos and nature would continue notwithstanding the explosion of the development northwards of Johannesburg.

It may be that some of you who read this letter would like to respond to me in some form or fashion. If so, please will you direct your response to my attorney, Mr Peter Blanckenberg of the firm Blanckenberg, at peter@blanckenberglaw.co.za. I now live in a small dorpie in the Western Cape and have difficulty from time to time with internet connectivity.

Warm regards.
Yours sincerely
Derek Verster

alive and functioning. It is worth noting that the rights (which are personal servitudes) are held by each of such members individually and are entitled, in terms of the clause, to be ceded and assigned.

1.5 Owners should also please note that the obligations set out in the conditions still apply, namely, in essence, that transfers may not be effected without the consent of the Kyalami Syndicate, and that building plans in respect of each property must be approved by the Kyalami Syndicate. Without these conditions being fulfilled, the Registrar of Deeds, Pretoria, is obliged to reject transfer documents until such time as compliance has been achieved.

1.6 I hasten to point out that this *modus operandi* was installed in the title deeds of every original transfer (and is obliged to be carried forward in every subsequent transfer) solely for the protection of all owners in the Estate. It is not the purpose of the Kyalami Syndicate to interfere in the free flow of buying and selling, and the building of houses, save that, of course, if the Kyalami Syndicate was of the view that a sale of a property would threaten the ethos and nature of the Estate (for instance, a sale to a high density developer), or a development of a home which was by its very nature inappropriate (for instance, a home which covered all or most of a property, or was extended to include three or four storeys in height), then the Kyalami Syndicate would act to prevent such inappropriate behavior.

1.7 Beaulieu Equestrian Estate was a very early development of its type and preceded the norms and legislative requirements of modern estates. For that reason the Estate does not have a Homeowners Association and all the normal rules and regulations which would ensue. The only conditions which are entrenched for the protection of the Estate are those set out in Annexure "A". Without them, all owners would be entitled to do precisely as they please and I think that quite soon the nature and ethos of the Estate would be lost. An example of this scenario is our close neighbor, Glenferness, which unfortunately has no protective clauses whatsoever. That situation has led, I believe, to some unhappiness within its community.

1.8 I believe it is also important for all owners to understand that the personal servitude rights of the Kyalami Syndicate are limited to those described in paragraph 1.6 above. This means that it is not the responsibility of the Kyalami

Syndicate to oppose any new application by an owner to the Township Authorities, for instance, for the removal of restrictions or the receipt of new or altered township rights applicable to a property. Any such opposition, were it thought to be appropriate, must be taken up by owners in the Estate themselves. I suppose that normally these owners would be owners of the neighbouring properties, but in fact all owners have the right to oppose any township application in the Estate which they think is inappropriate. I stress, again, that such opposition is not the responsibility of the Kyalami Syndicate.

1.9 Finally, I point out also that no levies are required from any owners by the Kyalami Syndicate, and that the fee charged by it for the administrative work to be undertaken by it in the fulfilment of its responsibilities, is nominal.

2. Access to bridle paths/servitudes

2.1 I am informed that access by owners and/or residents to the bridle servitudes has apparently fallen under the control of BCE. I am further advised that BCE has given itself the authority to prevent access to any owner or resident in the Estate who has decided not to support BCE in respect of security provided by a third party to the Estate.

2.2 I think it is important that all owners (and residents) understand that BCE was not incorporated during the foundation of the Estate. It thus does not appear in any of the title deeds relevant to the Estate, and there are accordingly no conditions in any title deeds requiring owners to be obedient to any demands made by BCE.

2.3 Any arrangement, therefore, it seems to me, between BCE and owners and residents of the Estate, is purely contractual. In short, those owners and residents who have entered into a contractual agreement with BCE to pay levies, should pay such levies. On the other hand, those owners and/or residents who have not entered into such a contract with BCE, have no obligation to pay any levies to BCE.

2.4 I understand (as stated above) that BCE has given itself the authority to prohibit entry to the bridle servitudes to any owner and/or resident of the Estate who does not pay the levy as claimed by BCE, whether or not such owner and/or

Annexure "A"

REAL RIGHTS

"SUBJECT to the following conditions imposed and enforceable by DEREK ROBERT VERSTER (Identity Number 360222 5028 000 – married out community of property); WILLEM DOYER SCHEEPERS (Identity Number 480216 5046 082 – married out of community of property); HENDRIK THEODORE SCHEEPERS (Identity Number 610412 5115 000 – married out of community of property); GERHARDUS FRANCOIS SCHEEPERS (born on 23rd October, 1945 – married out of community of property); FRANCISCA VISSER (Identity Number 440322 0023 008 – married out of community of property); JOHAN CHRISTIAAN VAN ZUYDAM (Identity Number 341104 5049 000 – unmarried); THE J.C. VAN ZUYDAM FAMILIE TRUST; PIET RETIEF PANEL BEATERS (PROPRIETARY) LIMITED (No. 70/00301/07); STORMKAAP (PROPRIETARY) LIMITED (No. 79/03873/07) and DELQUIN BELEGGINGS (PROPRIETARY) LIMITED (No. 66/00490/07) (the Transferors) their successors in Title or Assigns, against the Transferee, his successors in Title or Assigns, namely:-

(a) The property shall not be alienated without the prior written consent of the said Transferors first being had and obtained.

(b) No buildings or fencing may be erected on the property without the prior written consent of the Transferors first being had and obtained."