

## **CONDUCT RULES**

(Section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

for the use and enjoyment of the Sections and Common Property of the

# **OUDE WESTHOF VILLAGE**

## **MANAGEMENT ASSOCIATION**

[These Conduct Rules created in terms of clause 39 of the Constitution shall serve as, and in lieu of, the Conduct Rules of each of the Bodies Corporate mentioned herein]

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## 1. INTRODUCTION

Living in a retirement village undoubtedly includes a lifestyle where each Resident forms part of a community bound by common social and financial interests. Each Resident is entitled to the full enjoyment of community living with all the facilities provided whilst, on the other hand, it is only reasonable too that each Resident should be interested in the protection of his or her privacy, property and investment. In order to reap the full benefit of high density living, a set of Conduct Rules, governing the use of common facilities and community relationships should apply to all.

## 2. AUTHORITY AND SCOPE

- (1) These Conduct Rules of the Oude Westhof Village Management Association created in terms of clause 39 of the Constitution and section 35(2)(b) of the Act shall serve as, and in lieu of, the Conduct Rules of the Body Corporate of Oude Westhof Village 1, the Body Corporate of Oude Westhof Village 2, the Body Corporate of Oude Westhof Village 3 and the Body Corporate of Oude Westhof Village 4. The Conduct Rules must be filed as the substituted Conduct Rules of the respective Bodies Corporate at the Cape Town Deeds Registry. The Conduct Rules will come into operation on the last date of filing thereof.
- (2) These Conduct Rules may be substituted, added to, amended or repealed from time to time by a Special Resolution of the Association in accordance with the Constitution and the provisions of section 35 of the Act.
- (3) The provisions of the Act, the Retired Persons Act, the Constitution, these Conduct Rules and the Architectural Guide and the duties of Owners in relation to the use and occupation of Sections and Common Property shall be binding on all Owners, Lessees and occupants of Sections, and it shall be the duty of the Owner to ensure compliance with the provisions of the Act, the Retired Persons Act, the Constitution, these Conduct Rules and the Architectural Guide by his or her Lessee or occupant of his or her Section, including the family members, guests, visitors, employees or contractors of the Owner, Lessee or the occupant.
- (4) Should any damages be caused by or fines be imposed on any of the persons referred to in sub-rule (3) above, the Owner of the particular Section shall be strictly liable to the Association for the damages or to pay the fines imposed. The Owner concerned may further be held liable for damages, fines, all legal costs, including costs between attorney and own client, collection commission, expenses, including administrative expenses, and charges incurred by the Association in obtaining the recovery of damages and fines and in enforcing compliance with the Conduct Rules. Damages, fines, legal costs and expenses and charges incurred by the Association in

enforcing compliance with the Conduct Rules shall be deemed to be a levy and may be added to the applicable Owner's levy statement and shall bear interest as a levy debt, and shall be recovered as a levy.

- (5) In all instances where these Conduct Rules provide for consent by the Trustees for any act, such consent may be summarily withdrawn if any condition imposed when granting the consent, is not complied with.

### 3. INTERPRETATION

- (1) In the interpretation of these Conduct Rules, unless the context otherwise indicates:
- (a) "Act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time and any regulations made and in force thereunder.
  - (b) "Resident" means the Lessee or other occupant of a Section in the Village and "Occupier" shall have a corresponding meaning.
  - (c) Words and expressions to which a meaning has been assigned in the Act, the Retired Persons Act or the Constitution of the Oude Westhof Village Management Association shall bear the meanings so assigned to them.
  - (d) Words importing:
    - (i) the singular shall include the plural and vice versa; and
    - (ii) the masculine gender shall include the feminine, and neuter genders, and the neuter gender shall include the masculine and feminine genders;
  - (e) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
  - (f) The clause headings are for convenient reference and shall be disregarded in construing these Conduct Rules.
- (2) When any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (3) If there is a conflict between the words and numerals in the interpretation of a rule, the words shall prevail.

#### **4. DIRECTIVES**

- (1) The Trustees may from time to time issue Directives in connection with any Conduct Rule as stipulated in clause 17(7) of the Constitution.
- (2) The Directives shall not be in conflict with any provision of the Constitution or of the Conduct Rules.
- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The Trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The Trustees are not authorized to create further Conduct Rules through their issuing of Directives.

#### **5. ARCHITECTURAL GUIDE**

The Architectural Guide with reference to clause 39 of the Constitution may contain specifications and sketch plans with regard to the nature, design, material, colour and manner of installation required in respect of alterations, additions and improvements referred to in Conduct Rule 9.

#### **6. ANIMALS, INSECTS, REPTILES AND BIRDS**

- (1) No animals, insects or reptiles (pets) may be kept in an Assisted Living flat or other flat in the Village. A small bird, but excluding a parrot, may be kept in an Assisted Living flat or other flat, provided the Trustees consent thereto in writing and subject to the reasonable conditions imposed from time to time by the Trustees.
- (2) An Owner or Resident shall not, without the written consent of the Trustees, which consent may not unreasonably be withheld, keep any animal, insect or bird (pet) in a Section or on the Common Property, provided that:
  - (a) No reptiles may be kept in any Section.
  - (b) Only Owners and Residents who obtained the written consent of the Trustees before the commencement of these Conduct Rules shall be allowed to keep their cats, subject to compliance with the conditions imposed from time to time by the Trustees.
  - (c) From the commencement of these rules, the number of dogs shall be limited to 1 (one) small dog per Section. A small dog is a dog with a height of 40 centimetres when fully-grown, measured from the floor to the shoulder of the dog.

- (d) Dogs may only be kept in Sections if Owners construct suitable fences behind their Sections, to restrict their dogs from roaming on the Common Property. The fences must be constructed in accordance with the requirements and conditions imposed by the Trustees. No Owner may proceed with the construction of a fence without the consent of the Trustees in writing.
- (3) When granting their consent in terms of sub-rule (2) above, the Trustees may prescribe any reasonable conditions. The Trustees may from time to time prescribe further reasonable conditions pertaining to the keeping of pets, provided that they should do so in writing in their Directives.
- (4) The following requirements shall be regarded as conditions imposed by the Trustees under sub-rule (3), without detracting from the Trustees' discretion to impose further conditions:
  - (a) Dogs shall only be allowed on the Common Property if controlled on a leash, but shall not be allowed within the Health Care building, the Clubhouse or swimming pool area.
  - (b) Owners and Residents must remove their dog's excrement from the Common Property and Exclusive Use Areas and suitably discard it, failing which the Trustees may effect such removal at the cost of the applicable dog owner, and/or impose a fine.
  - (c) Owners and Residents shall ensure that their pets do not cause an unnecessary noise, nuisance or disturbance to other Residents.
  - (d) No pets may be left in a Section unattended for an extended time.
  - (e) All female pets must be spayed and male pets must be neutered.
- (5) The conditions referred to in sub-rule (4) above shall apply to the keeping of all pets notwithstanding consent granted or conditions imposed by the Trustees prior to the adoption of these Conduct Rules.
- (6) The Trustees may withdraw their approval in the event of breach of any condition upon which the Owner or Resident must remove the pet from the Section and the Common Property.
- (7) In suitable circumstances, the Trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of a pet from a Section and the Common Property, and the Owner of the relevant Section shall be liable for the costs relating to the application, including such costs as are referred to in clause 23(8) of the Constitution.

- (8) Visitors or guests are not allowed to bring any animals, reptiles or birds into the Village.

## **7. REFUSE DISPOSAL**

- (1) An Owner or Resident shall:
- (a) maintain in an hygienic and dry condition, a receptacle for refuse (refuse bin) within his or her Section, his Exclusive Use Area, or on such part of the Common Property as may be authorised by the Trustees in writing;
  - (b) ensure that refuse is securely wrapped in suitable, strong plastic bags (refuse bags) and in case of tins or other containers, that they are completely drained, before being deposited into a refuse bag;
  - (c) for the purpose of refuse collection, place his or her refuse bags outside his or her Section before 08h00 on the dates designated by the Trustees in their Directives as referred to in sub-rule (d);
  - (d) ensure that refuse bags are properly sealed before removing it in accordance with sub-rule (e);
  - (e) comply with any Directives imposed from time to time by the Trustees regarding the disposal of refuse.

## **8. PARKING AND DRIVING OF VEHICLES**

- (1) An Owner or Resident shall park or stand his or her vehicle or may permit or allow a vehicle to be parked or stood on the parking bay allocated to the Section he or she owns or occupies.
- (2) Guests, visitors, employees and contractors of Owners and Residents may park their vehicles on the designated visitors' parking subject to compliance with any reasonable conditions imposed from time to time by the Trustees in their Directives. No vehicles may be parked or driven on the lawns.
- (3) No Owner or Resident shall park or stand any vehicle upon the Common Property, or permit or allow any vehicle to be parked or stood upon the Common Property, contrary to these rules without the prior written consent of the Trustees.
- (4) No trucks or any other heavy vehicles may be parked on the Common Property.



- (5) No caravans, boats, trailers or similar vehicles may be parked on the Common Property without the prior written consent of the Trustees.
- (6) The Trustees may cause a vehicle, which is parked, standing or abandoned on the Common Property without the Trustees' consent or in contravention of these rules, to be removed or towed away, or its' wheels to be clamped. The Trustees may further determine a reasonable penalty, which is to be paid for the release of a vehicle, to recover the costs of the process.
- (7) Owners and Residents shall ensure that their vehicles, and the vehicles of their guests, visitors, employees or contractors, do not drip fuel, oil or brake fluid on to the Common Property or in any other way deface the Common Property. However, should there be any marks or stains on the Common Property by reason of the dripping of fuel, oil or brake fluid, or otherwise caused by any vehicle, the Owner or Resident responsible shall clean the area at his or her own costs. Should the Owner or Resident fail to clean the area and any such failure persists for a period of seven (7) days after the giving of written notice to clean given by the Trustees or the Managing Agent on their behalf, the Trustees may arrange to have the area cleaned and hold the applicable Owner or Resident liable for the costs of cleaning and restoration of the area.
- (8) No Owner or Resident shall be permitted to dismantle or do major repairs to any vehicle or service any vehicle on any portion of the Common Property, on an Exclusive Use Area or in a Section. Only emergency repairs to vehicles may be done.
- (9) Vehicles may not exceed a speed of 20 kilometres per hour on any part of the Common Property.
- (10) The parking and driving of vehicles upon the Common Property is subject to the express condition that every vehicle is parked or driven at the owner's risk and responsibility and that no liability shall attach to the Association or its agents or any of its employees for any loss or damage of whatever nature which the owner of the vehicle, or any person claiming through or under him or her, may suffer in consequence of his or her vehicle having been parked or driven on the Common Property.
- (11) The Trustees may from time to time issue further Directives pertaining to this rule.

## **9. DAMAGE, ALTERATIONS, FIXTURES, IMPROVEMENTS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY**

### **MINOR ALTERATIONS**

- (1) As far as minor alterations are concerned, an Owner or Resident shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property without first obtaining the written consent of the Trustees.
- (2) Notwithstanding sub-rule (1), an Owner or person authorized by the Owner, may install:
  - (a) any locking device, safety gate, burglar bars, or other safety device for the protection of his or her Section; or

- (b) any screen or other device to prevent the entry of animals or insects;

Provided that the Trustees have first given written consent as to the nature and design of the device and the manner of its installation.

- (3) An Owner or person authorized by the Owner shall not construct, attach or fix to or on the Common Property or any part of the exterior of buildings any alterations, fixtures, improvements or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior written consent of the Trustees, who may attach reasonable conditions to their consents.
- (4) A request for the Trustees' consent or approval contemplated in sub-rules (1), (2) or (3), must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of installation of the proposed item.

#### **ALTERATIONS INSIDE SECTIONS**

- (5) An Owner shall not alter the electrical wiring or plumbing inside his or her Section without the written consent of the Trustees. The Trustees may attach reasonable conditions to their consent. All alterations must be effected by qualified persons and must comply with municipal requirements and standards.

#### **STRUCTURAL ALTERATIONS**

- (6) For the purpose of this rule, a 'structural alteration' to a Section and/or the Common Property means an alteration which is of a permanent nature and which alters the form or structure or essential framework of a building on the inside or outside thereof. In respect of a structural alteration to a Section and/or the Common Property, an Owner shall comply with the applicable provisions of the Act, the Constitution and the following provisions:

- (a) A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent.
- (b) The Trustees may grant provisional consent, or refuse such consent with reasons being furnished. Their consent may also be accompanied by reasonable conditions.
- (c) If the alteration is an extension of a Section with reference to Section 24 of the Act, the Owner shall obtain the approval of the Members by Special Resolution in accordance with the Constitution. The Members may impose conditions when granting their consent, including with reference to the payment of compensation, if any, to the Association. From date of completion of construction of the extension the Owner shall be liable to the Association for an Additional Levy as calculated by the Trustees.
- (d) If provisional consent is given, the Owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
- (e) A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
- (f) If considered necessary, the Trustees may instruct the Owner to canvass the comments of his or her immediate neighbours, and submit it to the Trustees for consideration.
- (g) If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.
- (h) If the structural alteration involves work to a weight-bearing wall, the Owner must submit a report by an architect or structural engineer to the Trustees, confirming that the proposed work shall not compromise the structural integrity of the building.
- (i) Within fourteen (14) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- (j) A deposit as determined from time to time by the Trustees, shall be payable by the Owner, before work may commence.

- (7) The construction of structures or building improvements on Exclusive Use Areas shall be regarded as a structural alteration for the purpose of this rule. Owners shall comply with the provisions of this rule and with the provisions of clause 38(1)(f) of the Constitution relating to the construction of structures or building improvements on their Exclusive Use Areas.

#### **ALL ALTERATIONS**

- (8) In respect of all work done at the instance of an Owner, the following shall apply:
- (a) The Owner shall liaise with the Trustees concerning all aspects of the daily building operations, including the security measures applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises.
  - (b) The alterations, improvements, fixtures and additions contemplated in this rule shall comply with the provisions contained in the Architectural Guide.
  - (c) All doors, windows and other external fittings must conform in quality and appearance to similar items generally installed elsewhere in the building.
  - (d) The Owner accepts responsibility, and shall be liable to the Association (or Owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the Common Property or to other Sections, and indemnifies the Association against such damage or any claims arising therefrom.
  - (e) The electricity and water supply of the Association may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the Owner.
  - (f) Any work done in pursuance of this rule and involving noise, must be done on weekdays during the hours 08h00 to 18h00, but not at all on Sundays or proclaimed public holidays.
  - (g) Any work done in pursuance of this rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other Residents and must be concluded as expeditiously as possible, within the time frame specified, if any.
  - (h) Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable sixty (60) days after completion, subject to any deductions made by the Trustees.

- (i) All charges, damages, expenses and penalties raised against the Owner in terms of this rule, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit and/or add the amount to his or her levy account.
  - (j) The Owner must ensure that his or her workmen and contractors comply with the relevant provisions of this rule.
- (9) Any alteration, improvement, fixture or addition made or installed by an Owner in terms of this rule shall be maintained by the Owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an Owner fails to maintain adequately such alteration, improvement, fixture or addition and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Trustees or the managing agent on their behalf, the Association shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.
- (10) For the purposes of this rule, the Trustees shall have the discretion to decide what constitutes a 'minor alteration', 'alteration inside a Section' or 'structural alteration', subject to directions that may be given or restrictions that may be imposed by members in general meeting in accordance with section 39(1) of the Act.
- (11) If an Owner effects any work in contravention of this rule, the Trustees may request the Owner to remove the alteration, improvement, fixture or addition and to restore the Common Property at his or her own cost. Should an Owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of thirty (30) days after written notice given by the Trustees, the Trustees may effect such removal and/or restitution at the risk and expense of the Owner concerned, who shall have no recourse against the Association or its Trustees, employees or contractors for any damage resulting therefrom.
- (12) Owners and Residents shall not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property. In particular landings, staircases and passages must be kept clear at all times.

## **10. APPEARANCE FROM OUTSIDE**

- (1) An Owner or Resident shall not place, store or do anything in a Section, on an Exclusive Use Area or on any part of the Common Property, including on balconies, patios, stoeps, and gardens, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section.

- (2) No items may be hung over fences, walls, in windows or on any part of the building or the Common Property so as to be visible to the public or to other Residents.
- (3) Owners and Residents must ensure that their Sections are provided with adequate curtaining or blinds at all times and within seven (7) days of taking occupation. All linings of curtains, and blinds when viewed from outside, must be acceptable to the Trustees in their discretion.
- (4) No Owner or Resident may, without the prior written consent of the Trustees, place, store, or leave any object on any part of the Common Property, or allow or permit it to be so placed, stored, or left.

#### **11. SIGNS AND NOTICES**

- (1) No Owner or Resident shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Section, so as to be visible from outside the Section, without the written consent of the Trustees first having been obtained. The Trustees may impose any reasonable conditions when granting their consent.
- (2) The Trustees may remove any unauthorised signs, notices, billboards, or advertisements at the risk and cost of the Owner or Resident concerned.

#### **12. LITTERING**

An Owner or Resident shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

#### **13. LAUNDRY**

An Owner or Resident shall not, without prior written consent of the Trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the Common Property so as to be visible from outside the buildings or from any other Section. Owners and Residents shall hang their washing and laundry on the areas designated by the Trustees in their Directives.

#### **14. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

An Owner or Resident shall not store any inflammable material, or do or permit or allow to be done, any other dangerous act in the buildings or on the Common Property, which will or may cause an increase of the premium payable by the Association on any insurance policy.

**15. OWNERSHIP, LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS**

- (1) No Owner shall let or grant a right of occupancy in respect of his or her Section, without the written consent of the Trustees, who may attach reasonable conditions to their consent. To obtain the written consent of the Trustees, the Owner shall apply to the Trustees in writing and furnish the Trustees with the following information and documentation:
  - (a) The full names and surnames and contact details of the intended Occupiers.
  - (b) A copy of the identity books or passports of the intended Occupiers.
  - (c) A medical certificate stating the intended Occupiers' ability to live independently.
- (2) Before a Lessee or other Occupier takes occupancy of a Section, the Owner concerned must furnish his or her Lessee or Occupier with a copy of the Conduct Rules and the Directives.
- (3) All Lessees of Units and other persons granted rights of occupancy by any Owner of the relevant Unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of any provisions, in any lease or any grant of rights of occupancy.
- (4) A maximum of two persons may reside in a Section, provided that in the instance of a married couple or other couple residing in a Section, the person or his or her spouse shall be older than 50 years, and in all other instances both persons shall be older than 50 years.
- (5) Notwithstanding sub-rule (4) and with the written consent of all the Owners in the Village, an additional person may reside in a Section.
- (6) Notwithstanding sub-rule (4), an Owner or Resident may temporarily house his or her family members, guests or visitors in his or her Section, subject to Conduct Rule 23.

**16. ERADICATION OF PESTS AND HEALTH REGULATIONS**

- (1) An Owner shall keep his or her Section free of rats, mice, cockroaches, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon his or her Section from time to time for the purpose of inspecting the Section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Section, replacement

of any woodwork or other material forming part of such Section that may be damaged by any such pests shall be borne by the Owner of the Section concerned.

- (2) All Owners and Residents shall ensure that their behaviour or conduct in their Sections and on the Common Property comply with the municipal health regulations and that they do not create a danger or risk to the health, safety or property of other Owners or Residents or other persons on the premises, by virtue of their actions or failures.

## **17. NOISE AND/OR NUISANCE**

- (1) No noise that is excessive, in the discretion of the Trustees, may be created at any time in a Section or on the Common Property.
- (2) Especially after 22h00 noise levels should be considerably reduced, whilst quietness should be maintained in Sections and on the Common Property between the hours of 24h00 and 07h00.
- (3) Radios, hi-fi sets, televisions, music instruments and electrical- and battery driven appliances shall not be used in such a way that it cause an unnecessary or unreasonable noise or nuisance to other Residents, in the opinion of the Trustees.
- (4) Owners and Residents shall not sound the horns of their motor vehicles, except as a warning in the event of an immediate danger or in an emergency.
- (5) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in Section or any part of the Common Property.
- (6) No firearms may be discharged in a Section or any part of the Common Property, except under such circumstances, which would reasonably justify the use of a firearm for self-defence and related purposes.
- (7) An Owner or Resident shall not use his or her Section or Exclusive Use Area in such a way or for such purpose, or permit it to be used as such, that it causes a nuisance to another Resident or an unreasonable invasion of his or her privacy.
- (8) No Owner or Resident may permit anything to be done on the Common Property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Residents.



- (9) An Owner or Resident shall use and enjoy the Common Property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Owners or Residents.

#### **18. ACTIVITIES ON THE COMMON PROPERTY**

- (1) No business or trade may be conducted in a Section or on any part of the Common Property without the consent of the Trustees in writing and subject to compliance with such reasonable conditions imposed by the Trustees.
- (2) Except for the auction of a Unit, no auctions or similar sales or exhibitions may be held in Sections or on the Common Property, without the written consent of the Trustees.
- (3) No skateboards, roller skates, roller blades, 'quad-bikes', carts, scooters, motorbikes may be used on the Common Property.
- (4) The Common Property may not be used as playgrounds by children.
- (5) No ball games may be played on the Common Property, except on such area specifically designated by the Trustees in their Directives.
- (6) No advertisements or marketing or publicity material of any form or nature may be distributed or exhibited nor is any canvassing permitted in the Village without the prior approval of the Trustees.

#### **19. COMMON AMENITIES AND FACILITIES**

- (1) In compliance with the Act, the Retired Persons Act and with the standard contract between the Developer and the original purchasers, certain facilities and services have been provided in the Village for the Owners and Residents as more fully described in the Constitution and in the standard contracts. Owners and Residents shall use and enjoy the Common Amenities and Facilities, subject to the provisions of the Act, the Retired Persons Act, the Constitution, these Conduct Rules and the reasonable conditions imposed from time to time by the Trustees, as disclosed in their Directives. In the interests of all Owners and Residents, the Trustees on behalf of the Association, reserves the right of admission, use and enjoyment to the Common Amenities and Facilities. This right to deny a person admission will only be exercised in respect of any person who persistently breaches the provisions of the Act, the Retired Persons Act, the Constitution, these Conduct Rules or the conditions imposed by the Trustees.
- (2) It is a condition of the privatisation of the Health Care Centre that the Owners and their spouses, to the exclusion of other Residents, have unconditional priority of accommodation and treatment therein. The enjoyment of this

privilege is subject to the conditions, including payment of the charges, as notified by the Trustees in their Directives.

- (3) The dining room meal facilities shall be supervised by the Trustees for the benefit of Owners and Residents, and their visitors and guests. The Trustees shall from time to time notify Owners and Residents in their Directives of the conditions to be observed by users, including all charges payable.
- (4) The social committee shall, subject to the approval of the Trustees, notify Owners and Residents from time to time of the particulars of outings and other social events organised by them and the conditions of participation therein.
- (5) The Manager shall control access to and use of the Clubhouse in accordance with these Conduct Rules and the conditions imposed from time to time by the Trustees as disclosed in their Directives. In particular smoking is prohibited in the Clubhouse and any such other areas designated by the Trustees from time to time in their Directives.
- (6) Owners and Residents using the swimming pool and surrounding area, do so at their own risk and the Association, the Trustees and the employees and agents of the Association do not accept any responsibility whatsoever for the safety of anyone in the swimming pool and surrounding area.
- (7) Owners and Residents shall comply with the following conditions and any further conditions imposed from time to time by the Trustees pertaining to use of the swimming pool and surrounding area:
  - (a) Visitors and children must be accompanied by an Owner or Resident (adult).
  - (b) No pets are allowed in the swimming pool and within the surrounding area.
  - (c) No solid objects may be tossed into the swimming pool.
  - (d) Any games or activities causing a disturbance to, or endangering any other users of the swimming pool, are strictly forbidden.
  - (e) Swimmers are not allowed into the Clubhouse if wet as the wet floor constitutes a danger to others, and where necessary swimmers should use the change room in the pool enclosure.
  - (f) Persons using the swimming pool between the hours of 13h00 and 15h00 and between 22h00 and 07h00 should take special care not to disturb any Residents in the vicinity.

- (g) Under no circumstances are glass objects allowed within the pool enclosure and braai area, but plastic utensils must be used. The braai facilities within the pool enclosure may only be used with the prior approval of the Manager.
  - (h) Under no circumstances should the automatic cleaning equipment such as the Kreepy-Krauly be disconnected or be removed from the water.
- (8) Owners and Residents shall use and enjoy the Common Amenities and Facilities in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other Residents. In particular they must ensure that the number of guests at any one time is not such as to prejudice the comfort, use, enjoyment or convenience of other Residents.

## **20. COMMON PROPERTY GARDENS**

- (1) The Common Property gardens are controlled, established and maintained by the Trustees and any such person or persons appointed by them.
- (2) The picking or damaging of any plant on the Common Property is prohibited.
- (3) Any Owner may, with the written consent of the Trustees, care for and look after, a defined portion of the Common Property gardens subject to reasonable conditions imposed by the Trustees, which may be reviewed by them from time to time.
- (4) The Trustees may withdraw their consent in terms of sub-rule (3) at any time.
- (5) Permission granted by the Trustees in terms of sub-rule (3) does not amount to and should not be construed as the creation of an Exclusive Use Area for the particular Owner.
- (6) The participation of Owners and Residents in the care of the Common Property gardens is subject to an Environment Guide Plan as compiled and amended from time to time by the Trustees to be administered by the Manager or any such other person or persons appointed by the Trustees.

## **21. SECURITY, SAFETY AND RISK**

- (1) Owners and Residents must at all times ensure that the security and safety of other Residents and their property are preserved, and in particular must:
  - (a) inform the Manager of their arrangements for all intended temporary absences the Village;

- (b) ensure that upon entering or leaving the premises or buildings, the relevant entrance- or exit gate is properly closed;
  - (c) ensure that such entrance gate or exit gate is never opened for unknown or uninvited persons;
  - (d) submit with the staff of the Health Care Centre labelled keys giving access to their Sections for safe deposit and solely for use under their instructions and only in cases of emergency, which use shall be reported to the Owner or Resident as soon as reasonably possible or alternatively will inform the Manager with whom they have left an alternative key to their Section;
  - (e) test their intercom and panic button systems on a regular basis to ensure that they are in good working order;
  - (f) comply with any security measures and Directives imposed from time to time by the Trustees.
- (2) All persons on the Common Property or using any of the Common Amenities and Facilities or services are there and do so entirely at their own risk. No person shall have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the Common Property, the Common Amenities and Facilities or in the individual Sections on Exclusive Use Areas nor for any act done or for any neglect on the part of the Association or any of the Association's employees, agents or contractors.
- (3) The Association shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- (4) No burglar alarms may be installed in any Section, Exclusive Use Area or on the Common Property without the prior consent of the Trustees in writing who may impose reasonable conditions.

## **22. EMPLOYEES**

- (1) Owners and Residents may not request employees of the Association to perform tasks for them unless with the prior consent and upon instruction of the Manager and subject to availability. No such employee may be offered or given tips, loans or other rewards by any Owner or Resident.

- (2) Owners and Residents may not interfere with employees of the Association in the performance of their duties as allocated to them by the Trustees or Manager, but must give their full co-operation to such employees.
- (3) Owners and Residents are responsible for the conduct of their own employees and domestic workers on the Common Property and shall ensure that they:
  - (a) do not loiter on the Common Property;
  - (b) do not cause a nuisance on the Common Property;
  - (c) do not receive guests on the premises;
  - (d) comply with the security measures and Directives imposed from time to time by the Trustees.
- (4) Owners and Residents shall register their domestic employees with the Village Security and shall comply with the following conditions with regard to their domestic employees:
  - (a) No domestic employee may access the premises without clearance from the Village Security.
  - (b) All domestic employees shall be issued with identity cards, which must be displayed on their person and be visible at all times whilst present in the Village.
  - (c) Owners and Residents and their domestic employees shall at all times adhere to the security instructions compiled from time to time by the Village Security and approved by the Trustees.

## **23. VISITORS AND CHILDREN**

- (1) Provided there are adults present and without there being any overcrowding, family members or visitors of Owners and Residents may reside in Sections, subject to the following provisions:
  - (a) The period during which children are permitted to visit Owners or Residents is restricted to seven (7) days during any calendar month and any extension of such period will require the prior written consent of the Trustees.
  - (b) Owners or Residents shall at all times remain responsible for the conduct of their visitors and shall ensure that they adhere to these Conduct Rules.

- (c) Visitors must be accompanied by an Owner or Resident when in or on the Common Amenities and Facilities. No children will be allowed in the library and their use of the Common Amenities and Facilities will be subject to such restrictions as Trustees may deem necessary and which may be revised from time to time.
- (d) Children may enter the Health Care Centre to visit a relative if accompanied by an adult, or to receive emergency first aid.
- (e) Owners and Residents shall ensure that children who are visiting them are properly supervised so that no damage is caused to the Common Property and no nuisance caused to other Residents.

## **24. ELEVATORS**

- (1) When using an elevator, Owners and Residents shall comply with the prescribed rules of the elevator service company and the following conditions and with any further conditions imposed from time to time by the Trustees:
  - (a) Owners and Residents must exercise proper care when using the elevator so as not to overload it or to damage the mechanism or the interior thereof.
  - (b) The moving of furniture or any heavy or bulky objects in an elevator must be by prior arrangement with the Manager.
  - (c) No person may unnecessarily press the elevator buttons, or use the elevator to ride up and down without purpose.
  - (d) The elevator may not be used during a fire.

## **25. COMPLAINTS**

- (1) Owners and Residents should attempt to resolve any disputes between them, amongst themselves.
- (2) Any dispute that cannot be resolved between the parties and which pertains to the alleged breach of any of the Conduct Rules or Directives must be submitted to the Trustees or the Managing Agent in writing.

## **26. RELAXATION OF RULES**

No indulgence or relaxation in respect of these rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

**27. IMPOSITION OF FINES**

- (1) In addition to and without prejudice to the dispute resolution with reference to clause 45 of the Constitution, if an Owner or Resident commits or permits any breach of a provision of the Act, the Retired Persons Act, the Constitution, Conduct Rules or the Architectural Guide and fails to desist from and where practicable remedy such breach within ten (10) days of written notice given by the Trustees, delivered by hand or by registered post, calling upon such Owner or Resident to desist and/or to remedy the such breach, such Owner or Resident concerned may be called upon to attend an inquiry instituted by the Trustees into his actions in contravention of the Act, the Retired Persons Act, the Constitution, the Conduct Rules or the Architectural Guide.
- (2) A letter addressed to the Owner or Resident setting forth the actions in contravention of the Act, the Retired Persons Act, the Constitution, the Conduct Rules or the Architectural Guide, the time and date of the inquiry and the venue where the inquiry will be held, should be delivered at least fifteen (15) days prior to such inquiry, either by hand or posting thereof by registered post to the Owner or Resident concerned.
- (3) At such inquiry the Owner or Resident charged shall have the right to be present, to be assisted or represented by another person, to give evidence and, either personally or through a representative to:
  - (a) be heard;
  - (b) call witnesses, and
  - (c) cross-examine any person called as a witness in support of the charge and have access to documents produced in evidence.
- (4) The failure of the Owner or Resident charged to attend the inquiry shall not invalidate the proceedings thereat.
- (5) For the purpose of an inquiry in terms of this rule, the Trustees shall deliberate the evidence in the absence of the Owner or Resident and his representative immediately after conclusion of the inquiry.
- (6) When the Trustees find an Owner or Resident guilty of improper conduct in contravention of the Act, the Retired Persons Act, the Constitution, the Conduct Rules or the Architectural Guide, the Trustees may resolve to:
  - (a) Caution or reprimand the Owner or Resident, whereupon the Trustees shall furnish the Owner or Resident concerned with a written warning, or

- (b) Impose a fine upon the Owner or Resident, which fine shall not exceed the maximum amount, determined by the Members in general meeting, whereupon the Trustees shall notify the Owner or Resident concerned in writing of the fine imposed.
- (7) Any fine imposed in terms of sub-rule (6)(b), may if it is not paid within fourteen (14) days after the written notice of the fine imposed, be added to the levy account of the Owner and claimed from the Owner as a levy debt.
- (8) In all instances where a letter or notice is sent to a Resident in terms of this rule, a copy of the notice must also be given to the Owner of the relevant Section.



## **ADDITIONAL CONDUCT RULES**

(Section 35(2)(b) of the Sectional Titles Act, No 95 of 1986)

for the use and enjoyment of the Sections and Common Property of the

# **OUDE WESTHOF VILLAGE**

## **MANAGEMENT ASSOCIATION**

### **ADDITIONAL CONDUCT RULE 28**

#### **28. CREATION OF EXCLUSIVE USE AREAS (PATIOS AND YARDS) IN TERMS OF SECTION 27A OF THE ACT**

- (1) In terms of section 27A of the Act, the right of exclusive use of parts of the Common Property are hereby conferred by the Association and by the respective Bodies Corporate upon Members, being the registered Owners of Sections in the respective Schemes, as stipulated hereunder.
- (2) The parts of the Common Property referred to in sub-rule (1) above, are the areas (patios) indicated as "P", "Pa", "Pb" or "Pc" respectively and the areas (yards) indicated as "Y", and distinctively numbered on the plans marked "Plan A", attached to these rules, being layout plans drawn to scale of the affected parts of the Common Property.
- (3) The areas referred to in sub-rule (2) above are to be used as patios and yards respectively and for related purposes.
- (4) The said Exclusive Use Areas are allocated to the Owners of Sections (the Associated Sections) as indicated on the Schedule marked "Schedule B" attached to these rules.
- (5) When the Associated Section is transferred, the new Owner of the Associated Section will automatically obtain transfer of the right of exclusive use of the associated Exclusive Use Area.
- (6) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Act.

- (7) The Exclusive Use Areas created, allocated and held in terms hereof, shall be regarded as Exclusive Use Areas for the purposes of:
- (a) the imposition and recovery of levies, as contemplated in section 37(1)(b) of the Act;
  - (b) the usage thereof by, and conduct of, Owners and Residents of Associated Sections who use it;
  - (c) the authority of the Trustees to consider and allow or to refuse the erection of a structure or building improvement on an Exclusive Use Area, as contemplated in clause 38(1)(f) of the Constitution and Conduct Rule 9;
  - (d) the maintenance thereof by the Owner of the Associated Section in accordance with clause 38(1)(h) of the Constitution.
- (8) An Exclusive Use Area created in terms of this rule shall only be cancelled by way of a suitable amendment of this rule by Special Resolution of the members of the Association, provided that the written consent is obtained from the Owner of the Associated Section.

## **ADDITIONAL CONDUCT RULE 29**

### **29. CREATION OF EXCLUSIVE USE AREAS (PARKING BAYS) IN TERMS OF SECTION 27A OF THE ACT**

- (1) In terms of section 27A of the Act, the right of exclusive use of parts of the Common Property are hereby conferred by the Association and by the respective Bodies Corporate upon Members, being the registered Owners of Sections in the respective Schemes, as stipulated hereunder.
- (2) The parts of the Common Property referred to in sub-rule (1) above, are the areas indicated as "PB" and distinctively numbered on the plans marked "Plan C", attached to these rules, being layout plans drawn to scale of the affected parts of the Common Property.
- (3) The areas referred to in sub-rule (2) above are to be used as parking bays for the parking of vehicles and for related purposes.
- (4) The said Exclusive Use Areas are allocated to the Owners of Sections (the Associated Sections) as indicated on the Schedule marked "Schedule D" attached to these rules.

- (5) When the Associated Section is transferred, the new Owner of the Associated Section will automatically obtain transfer of the right of exclusive use of the associated Exclusive Use Area.
- (6) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Act.
- (7) The Exclusive Use Areas created, allocated and held in terms hereof, shall be regarded as Exclusive Use Areas for the purposes of:
  - (a) the imposition and recovery of levies, as contemplated in section 37(1)(b) of the Act;
  - (b) the usage thereof by, and conduct of, Owners and Residents of Associated Sections who use it;
  - (c) the authority of the Trustees to consider and allow or to refuse the erection of a structure or building improvement on an Exclusive Use Area, as contemplated in clause 38(1)(f) of the Constitution and Conduct Rule 9;
  - (d) the maintenance thereof by the Owner of the Associated Section in accordance with clause 38(1)(h) of the Constitution.
- (8) An Exclusive Use Area created in terms of this rule shall only be cancelled by way of a suitable amendment of this rule by Special Resolution of the members of the Association, provided that the written consent is obtained from the Owner of the Associated Section.