

## **REPEAL AND SUBSTITUTION OF CONDUCT RULES**

The Developer herewith repeal the Conduct Rules contemplated in Section 10 of the Sectional Titles Management Act, and substitute it with the following Conduct Rules as contained in Schedule 1 hereto annexed

### **“Schedule 1”**

## **ZONNEZICHT RETIREMENT VILLAGE**

### **CONDUCT RULES**

#### **1. PRELIMINARY**

- 1.1 The rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members/trustees of the Association in accordance with the Rules of the Association.
- 1.2 These Conduct Rules, the provisions of the Regulations in terms of Act 65 of 1988, as amended from time to time, are applicable to and binding upon all owners of Sections, tenants, and other occupiers of sections. It shall be the responsibility of an owner to ensure compliance with these provisions by all occupiers of his or her Section, and his or her visitors, employees, tenants and contractors.
- 1.3 Irrespective of 1.2 above, it remains the duty of an owner to ensure that the occupiers of his Section observe and comply with the relevant provisions of the Act, Management Rules and these Conduct Rules.

## 2. INTERPRETATION

In the interpretation of these rules, unless the context indicates otherwise -

- 2.1 **'Act'** means the Housing Development Schemes Act No 65 of 1988, as amended from time to time; or where applicable the Sectional Titles Schemes management Act 8 of 2011.
- 2.2 **'Trustee'** means a trustee of the Association and includes an alternate trustee;
- 2.3 **'Association'** means the Body Corporate of the Zonnezicht Retirement Village;
- 2.4 **'Zonnezicht Retirement Village'** means all developments in the boundaries of the Village including all the sectional title developments within the Village as well as common property or any other installation or structure that falls within the boundaries of the Village;
- 2.5 **'Section'** means a sectional title unit utilized as a residential unit; as defined in the Sectional Titles Act, Act 95 of 1986, as amended,

Reference to one shall include the other;

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- 2.6.1 **'Owner'** means the owner of a residential unit or an owner of non-residential unit(s)
- 2.6.2 Any reference to person shall, include owners, occupiers, visitors guests and workmen.
- 2.6.3 Any reference to **"Body Corporate"** shall include **Association** and vice versa.
- 2.7 Words importing the singular shall include the plural, and the converse shall apply;
- 2.8 The words used shall bear the meanings ascribed to them in the Act;
- 2.9 The headings to rules are for convenient reference and do not affect the interpretation of the rules.

## 3. PETS (DOG) CAT OR BIRD

- 3.1 An Owner or Occupier of a Section shall only with the prior written consent of the Trustees, which approval may not be unreasonably withheld, keep one dog (with a standing height of no more than 50cm, which height shall be measured from the

floor to the top of the highest point on the relevant animal's back). Dogs may not be housed on allocated exclusive use areas or common property.

- 3.2 In the event of the death or removal of a dog which had been approved by the Trustees, any replacement of such a dog, etc will be subject to the written consent of the Trustees as set out in 3.1 above.
- 3.3 When granting such approval, the Trustees may prescribe any reasonable condition and shall keep a register of such approvals.
- 3.4 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of subrules (3.3), or the herein subrules.
- 3.5 Owners or occupiers keeping dogs, permitted in terms hereof shall ensure that such dog(s) do not foul the corridors, entrance of any other part of the common property or otherwise cause any nuisance to other Owners or occupiers. Furthermore, the Owners/Occupiers concerned will be responsible for cleaning up any fouled common property and/or any damages incurred by such dog.
- 3.6 The Trustees shall be entitled to revoke an Owner or Occupier's entitlement in terms of subrules 3.1 above in the event that such dog/s, at the discretion of the Trustees become a nuisance to the other Owners or Occupiers within the Zonnezicht Retirement Village or to withdraw an approval given in terms of subrules 3.3 in the event of a breach of such conditions as may be prescribed.
- 3.7 If an when an Owner's dog defecates on the common property, he shall forthwith remove the excrement; place it in a plastic bag or paper bag or wrapping and dispose of it in a receptacle provided for the deposit of such litter or refuse.
- 3.8 An Owner of Occupier of a Section keeping dog/s permitted in terms of these rules shall ensure that:
  - (a) a dog other than in an Owners's or Occupants Section, must be on a leash when on the common property (including gardens), which includes passages, lifts and basement areas. Dogs are not allowed in lounge areas except when access to the garden is required. In these circumstances the dog must be on a leash and be taken expeditiously through the lounge without any delay.
  - (b) All Owners and Occupiers of a Section must ensure that their dog wears a tag with the apartment number and name of the Owner/Occupier when on common property.
- 3.9 No visitors will be allowed to bring any animals/pets into the Zonnezicht Retirement Village.

- 3.10 Any owner who may require a guide-dog for the blind shall register that request in writing to the General Manager who shall grant permission and agree reasonable conditions regarding access to all areas in the complex.
- 3.11 Should an Owner or Occupier of a Section wishes to keep any other pet, apart from a dog, he shall need to obtain the prior written consent of the Trustees who in their sole discretion shall be entitled to grant or refuse such consent. In the event that such consent is granted, the above subrules, save for subrule 3.8.(a), shall be deemed to be applicable to such pet.
- 3.12 An owner or occupier of a Section shall not be allowed to keep reptile(s).
- 3.13 Notwithstanding anything herein contained, upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a penalty or penalties imposed under Rule 16;

#### 4. **VEHICLES**

- 4.1 The Trustees shall have the right to allocate parking bays in respect of the remaining parking bays that have not been allocated by the Developer, in terms of Section 10(7) of the STSMA, Act 8 of 2011, to owners of particular sections from time to time, for exclusive use rights and to enter into lease agreements with such owners in respect thereof.
- 4.2 No person may park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, other than in a parking bay or area demarcated and approved for that purpose by the trustees.
- 4.3 No person may park or leave a vehicle in a manner or a position, which obstructs the flow of traffic or access to or egress from doors, garages or parking bays in the Village. One vehicle may not occupy two parking bays, or protrude beyond the boundaries of a parking bay within the Village;
- 4.4 No caravans, trucks, trailers, boats, buses or similar heavy vehicles shall be parked where it is in sight of any property within the Village except where an area is allocated for such use or in garages where it is out of sight.
- 4.5 The parking of a vehicle is done at the risk of the owner of the vehicle and no responsibility or liability shall attach to the Association or its agents or employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer as a consequence of his vehicle having been parked on the Association's property or any private property within the Village;

- 4.6 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, including contractors and workmen, do not drip fuel, oil, brake fluid or other substance on the common property or in any other way deface the Association's or any property of a owner within the Village;
- 4.7 No owner or occupier shall be permitted to, or allow another person to, dismantle or effect repairs to any vehicle;
- 4.8 Owners and occupiers of sections shall observe, and ensure that their visitors and guests, including contractors and workmen –
- 4.8.1 Observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner which causes a risk or danger to persons or property, or a nuisance to their persons, in the opinion of the trustees;
- 4.8.2 Do not sound their hooters within the boundaries nor at the gate of the scheme, except in the event of an imminent emergency.
- 4.9 No person may reside or sleep in a vehicle, trailer or caravan, or in a garage or carport within the Village.
- 4.10 Vehicles may not exceed a speed of 30 kilometres per hour on any part of the property within the Village.
- 4.11 Motor Vehicles of visitors may only be parked on such areas as area specifically demarcated for that purposes. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking.

## 5. **REFUSE DISPOSAL**

An owner or occupier of a section shall -

- 5.1 if so directed by the trustees in terms of this rule, maintain in a hygienic and dry condition, a receptacle for refuse within his section.
- 5.2 ensure that before refuse is placed on any such area, it is securely wrapped in suitable, strong plastic bags, and in the case of tins or other containers, that they are completely drained;

5.3 for the purpose of having the refuse collected, place such plastic bags within the area and at the times designated by the trustees in directives;

5.4 when the refuse has been collected, promptly return the receptacle, if any, to his section or other area referred to;

6. **DAMAGE, REPAIRS, MAINTENANCE ALTERATIONS, RENOVATIONS, OR ADDITIONS TO SECTIONS AND COMMON PROPERTY**

6.1 All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the Village; and subject to the prior written consent of the Trustees.

6.2 Any alteration of any section within the Village or the installation of any locking device, safety gate, burglar bars or other safety device, awning, blinds, screens or canopies shall be within the parameters laid down by the Architectural Designer Guidelines and Builders Code, and subject to the prior written consent of the Trustees.

6.2.1 No person may erect radio or television aerials and satellite dishes, as common systems therefore have been installed

6.2.2 No owner or occupier of a section may without the prior written consent of the Trustees of the Body Corporate of the Zonnezicht Retirement Village, install air conditioning units. Should the Trustees grant written permission, such installation shall be within the parameters laid down by the Architectural Designer Guidelines and Building Code and further compliant to the provisions of Clause 7 hereunder

An air conditioning unit shall be limited to one unit per Section only.

The noise from any air-conditions unit installed in a section or allocated exclusive use area shall not be of a level or pitch as to cause discomfort to Owners or Occupiers of sections in the Zonnezicht Retirement Village.

6.3 In the event of common systems being installed by the Association for the reception and distribution of communication signals, all members shall be liable to contribute towards the costs of installation and maintenance thereof.

6.4 The trustees are authorised, after 7 days written notice having been given to the relevant owner and occupier, to remove, or cause the removal, and or restitution of any alteration, improvement, fixture or addition effected in contravention of sub-rules

6.1 to 6.2 above, at the risk and expense of the owner or occupier concerned, who shall have no redress against the Association, employees or contractors for any damage resulting there from.

6.5 An owner shall be liable for any damage caused by themselves or the occupiers of his or her section, or their visitors and guests, including contractors and workmen, to the Association's property.

6.6 In respect of all work done at the instance of an owner or occupier of a section, the following shall apply:

6.6.1 The owner accepts responsibility, and shall be liable to the Association (or owners, as the case may be), for any damage caused by him, his workmen, or contractors, to the Association's property or other sections and indemnifies the Association against such damage or any claims arising there from.

6.6.2 The owner is responsible to ensure that his workmen or contractors clean up the common property each afternoon before leaving the site, without leaving any rubble or dirt whatsoever. If this is not done, the trustees may cause it to be done at the expense of the owner, including a penalty, which the trustees may determine from time to time.

6.6.3 The electricity supply of the Association may not be used without the specific consent in writing of the Body Corporate, who may assess the costs of such usage for the account of the owner.

## **7. APPEARANCE FROM OUTSIDE**

7.1 The owner or occupier of a section shall not place or install or do anything on any part of the Common property, or his section, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

7.2 No owner or occupier 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.

## **8. OBSTRUCTIONS**

Owners or occupiers may not leave any obstructions to the free flow of pedestrian or

vehicular traffic on any part of the common property or on a unit. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.

## **9. SIGNS AND NOTICES**

- 9.1 No owner or occupier of a section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section/erf, so as to be visible from outside the section, without the written consent of the trustees first having being obtained.
- 9.2 The trustees may remove such sign, notice, billboard or advertisement in the event of no written permission having been obtained. Such removal and any restoration, which may be reasonably required will be effected at the cost of the owner and such owner and/or occupier shall have no claim against the trustees or the Association as a result of their functions performed in terms of this provision.

## **10. LITTERING**

- 10.1 An owner or occupier of a section shall not deposit, throw, or permit or allow depositing or throwing, on the common property or anywhere within the Village, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **11. LAUNDRY**

An owner or occupier of a section shall not erect his own washing lines, nor hang any washing or laundry or any other items on any part of a building or the common property so as to be visible from outside the buildings or from any other sections. In particular no clothes, washing, linen or other items may be hung over balcony walls or in windows or corridors or any other place where they will be visible to the public or other occupiers of sections.

## **12. USAGE, LETTING AND OCCUPANCY OF SECTIONS / CHILDREN AND VISITORS**

- 12.1 All tenants of Sections 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 provisions, in any lease or any grant of rights of occupancy.

- 12.2 An owner shall, prior to occupancy being taken by a tenant or other occupier –
- 12.2.1 inform his tenant/occupier of his duties to observe the Conduct Rules and trustees' directives; and
  - 12.2.2 furnish him with a copy of the Conduct Rules.
- 12.3 An owner must notify the trustees in writing within 14 days of conclusion of an agreement of lease, or other occupancy arrangement (whether verbal or in writing), of the tenancy or occupancy of his section, the duration of the lease/occupancy, the number of occupiers, and confirming that the tenant/occupier has been handed a copy of the Conduct Rules.

### 13. **DOMESTIC EMPLOYEES / CARER**

- 13.1 The Association's property and all facilities, if any, shall be used by servants of owners or occupiers in such a manner and at such times as may be prescribed by the trustees by means of directives from time to time, which directives shall be observed and adhered to by all owners and occupiers.
- 13.2 The owner or occupier shall inform his employees of the requirements of these rules and shall be responsible for the conduct of his or her employees.
- 13.3 An owner or occupier shall ensure that his or her employees comply with the Management and Conduct Rules of the Body Corporate, do not do anything which may constitute a nuisance or annoyance to any other servant, owner, or occupier and that his employees use the facilities only for the purposes for which they are intended.

### 13.4 **PRIVATE CARER**

A Private Carer can be employed by an owner or occupant. Such carer however, shall fall under the jurisdiction of the Operator of the Medical Services.

### 14. **SECURITY AND SAFETY**

- 14.1 Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers, visitors, and their property are preserved, and in particular must ensure –

- 14.1.1 that upon entering or leaving the main security gate is properly closed;  
and
- 14.1.2 that the main security gate is never opened for persons other than those known to occupy a section or employed by the Association.
- 14.2 Trustees may from time to time issue directives for the proper compliance with this Rule.
- 14.3 All visitors and employees of owners or the Association or the developer must complete a visitors book on entering or leaving the premises at all times so as to be able to monitor the movement of people.

## 15. **NUISANCE AND NOISE**

In general, all owners and occupiers shall ensure that their use of the common property, facilities, and of sections, and their conduct and activities, and that of the members of their households, their guests and their visitors, area at all times carried out in compliance with the provisions of the Act, Management Rules and Conduct Rules and does not cause a nuisance or disturbance in any manner whatsoever to other owners or occupiers; and

- 15.1 All television, radio, and other appliances emitting sound, including musical instruments, and talking or singing must be kept at audio levels which do not disturb other occupiers and which are reasonable in the discretion of the trustees. Parties / all of the above-mentioned are to be stopped at 22h00. No noise before 08h00 and after 22h00.

## 16. **BREACH AND IMPOSITION OF PENALTIES**

- 16.1 Any person who contravenes or fails to comply with any provision of these Conduct Rules, Management Rules, the Act, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Rules and will be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of penalties for each separate offence.
- 16.2 The following standard procedural steps will be taken against owners/residents that do not abide by these Rules:

16.2.1 Written warning;

16.2.2 Written warning, advising of a penalty;

16.2.3 Written warning, plus penalty;

16.2.4 Written warning, penalty and invitation to Trustees meeting;

16.2.5 Legal action.

- 16.3 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 employees, invitees and guests, the Member shall be liable for the payment of any penalty imposed.
- 16.4 In the event of a continuing offence, any person subject to these Conduct Rules who contravenes or fails to comply with any of the 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.
- 16.5 Any penalty imposed on a member, in terms of these rules, shall be a debt due and payable to the Association by the member on demand and /or may be added to the monthly levy account.
- 16.6 Should the member not agree that he/she contravened or failed to comply with the Conduct Rules, he/she may request that the matter must be referred to for arbitration or reconciliation, in which case the rules applicable to arbitration and reconciliation will apply without rescinding such person's right to approach the applicable Court for relief, alternatively the aggrieved member can approach the Office of the Community Schemes Ombud Services for dispute resolution.
- 16.7 Should a member fail or refuse to comply with these Conduct Rules, the Association may take whatever action necessary and appropriate in the circumstances and recover from the Member any cost incurred in taking such action without prejudice to its rights to recover any fines or other penalties imposed.

16.8 Schedule of Fines: to be determined and adjusted from time to time by the Trustees:

Offence	First	Second	Third	Fourth	Fifth
Pets	Written warning	Written warning advising of penalty	Written warning + R250.00	Written warning + R500.00	Legal action
Vehicles	Written warning	Written warning advising of penalty	Written warning + R250.00	Written warning + R500.00	Legal action
Refuse	Written warning	Written warning advising of penalty	Written warning + R250.00	Written warning + R500.00	Legal action
The Association's Property	Written warning	Written warning advising of penalty	Written warning + R300.00	Written warning + R600.00	Legal action
Signs	Written warning	Written warning advising of penalty	Written warning + R200.00	Written warning + R400.00	Legal action
Littering	Written warning	Written warning advising of penalty	Written warning + R300.00	Written warning + R600.00	Legal action
Laundry	Written warning	Written warning advising of penalty	Written warning + R250.00	Written warning + R500.00	Legal action
Usage of units/erven	Written warning	Written warning advising of penalty	Written warning + R300.00	Written warning + R600.00	Legal action
Nuisance and noise	Written warning	Written warning advising of penalty	Written warning + R300.00	Written warning + R600.00	Legal action
Gardens	Written warning	Written warning advising of penalty	Written warning + R200.00	Written warning + R400.00	Legal action
Other	Written warning	Written warning advising of penalty	Written warning + R250.00	Written warning + R500.00	Legal action

## 17. **GARDENS**

- 17.1 No plant, natural vegetation, or flower may be picked, trimmed or damaged, nor may any natural fauna be harmed or any damage or change be caused to garden areas of the common property, without the written consent of the trustees.
- 17.2 Owners and occupiers must keep private gardens in neat and attractive conditions at all times.
- 17.3 An owner or occupier shall not cause or allow any garden tools or other equipment to be left or kept in a place where they are visible from other sections/erven or any part of the common property.

## 18. **ADDITIONAL COMMUNAL AREA RULES**

- 18.1 The common property are primarily for use by owners and occupiers and may only be used by their visitors or guests if accompanied by the relevant owner or occupier and provided that they comply with the further provisions of this rule.
- 18.2 The owner or occupier is responsible for the conduct of his visitors and guests, and their children, and shall ensure that their number and conduct is not such as to disturb, inconvenience, or unduly interfere with the enjoyment of the communal areas by other persons legitimately entitled to do so.
- 18.3 The Body Corporate, its trustees, managing agent or employees shall not in any manner be liable or responsible for the safety of any person in the common property, and all persons using the Association's property do so at their own risk.

## 19. **STAFF**

The Association is specifically authorised to employ management and/or staff and/or cleaners and maintenance staff to keep all portions of the common property in a proper state of cleanliness and repair and the cost of such employment shall be an administrative expense chargeable to the fund established by the Association, provided, however, that nothing herein or elsewhere contained shall be construed as obliging the Association to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual owner, who undertakes to keep the interior of his section in such a proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of the

complex and any complaints concerning this work shall be made to the Chairman of the Association in writing.

## 20. **BRAAI (BARBEQUE) FACILITY**

Save for the specific allocated demarcated braai (barbeque) facilities on the common property, the use of wood or fire burning coal inside or outside a section, allocated exclusive use area, balcony or any other part of the common property, shall not be permitted; however an Owner/Occupier may be permitted to braai on his patio provided the braai apparatus is designed as a smokeless operation, and subject to the approval of the Trustees or Manager of the Zonnezicht Retirement Village.

## 21. **GENERAL**

- 21.1 The Association or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property directly or indirectly, in or about the common property, its amenities or in the individual sections or for any act done or for any neglect on the part of the Association or any of its employees, domestic employees, agents or contractors.
- 21.2 The Association or its agents' representative and domestic employees shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 21.3 No business or trade may be conducted on the common property or in the sections save with the written consent of the Trustees.
- 21.4 Fire hydrants may not be used for any purpose other than for fire fighting.

## 22. **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.



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