



macadamia life

LIFE RIGHT

CONDUCT & HOUSE RULES



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1 PRELIMINARY

1.1 OWNERSHIP AND MANAGEMENT

The Scheme is owned by MacLife Bainesii (Pty) Ltd.

The scheme is managed by a Managing Agent appointed by MacLife.

The Manager is the representative of the Managing Agent at the scheme.

1.2 APPLICABILITY

- 1.2.1 These Conduct Rules as amended from time to time, are applicable to and binding upon the Residents and all tenants (lessees), and other occupiers of dwelling units within the life right scheme.
- 1.2.2 It shall be the responsibility of a life right Resident to ensure compliance with these Rules by the tenant (lessee) or the occupier of his unit, including, his or their employees and contractors, visitors (guests) and family members.
- 1.2.3 A Resident is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in rule 1.2.2.
- 1.2.4 Where the scheme forms part of a larger estate and is subject to the rules of an over-arching association of some sort, every attempt is made to incorporate such rules in these conduct and house rules.
- 1.2.5 Given that this scheme and the resident are subject to those rules as they may be amended from time to time, the residents is encouraged to become acquainted with such rules (if applicable). Any questions in this regard may be directed to the Manager for clarification.
- 1.2.6 The Manager may impose rules that are more restrictive than those of the higher-level association (e.g. pet rules and age rules), but is not at liberty to set liberal rules that contravene such higher-level rules.

1.3 INTERPRETATION

- 1.3.1 The clause headings are for convenient reference and shall be disregarded in constructing these Rules.
- 1.3.2 Unless the context clearly indicates a contrary intention:-
 - 1.3.2.1 The singular shall include the plural and vice versa; and
 - 1.3.2.2 A reference to any one gender shall include the other genders; and
 - 1.3.2.3 A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 1.3.3 Words and expressions defined in the Housing Development Schemes for Retired Persons Act, No 65 of 1988 and annexures thereto, shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
- 1.3.4 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.
- 1.3.5 Where numbers are expressed in words and in numerals in these Rules, the words shall prevail if there is any conflict between the two.

1.4 RELAXATION OF RULES

- 1.4.1 No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Manager at any time.

1.5 DEFINITIONS

- 1.5.1 "Resident" shall mean the person/s with the primary right of occupation under the terms of their MacLife Life Right agreement.



1.6 DIRECTIVES

- 1.6.1 The Manager may from time to time issue Directives in connection with any Conduct Rule.
- 1.6.2 The Directives shall provide direction as to the practical application of a Conduct Rule. The Manager may through his Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule.

1.7 GUIDELINES

- 1.7.1 The Manager shall from time to time prepare and revise Guidelines in respect of alterations or additions referred to in rule 2.20. The Guidelines may contain specifications as to the nature, design, material, colour and manner of installation and application required in respect of alterations or additions to ensure uniformity.
- 1.7.2 The Guidelines shall, by virtue of these Conduct Rules, be binding upon Residents and shall be strictly adhered to by them.

2 CONDUCT AND HOUSE RULES

2.1 GENERAL CONDUCT

- 2.1.1 Residents are to conduct themselves in such a manner so as not to be a disturbance to other Residents in the scheme.

2.2 LEVIES, CARE LEVELS AND DEPOSITS

- 2.2.1 Residents are liable for the following:
 - 2.2.1.1 Payment of the levy as detailed in their life right contracts and as invoiced monthly by the Managing Agent or his nominated subcontractor;
 - 2.2.1.2 Payment for additional services as contracted directly with the Care Centre;

2.3 COMMUNICATION

- 2.3.1 All communication with MacLife (Pty) Ltd. and the Managing Agent must be made through the Manager and in his\her absence through a delegated representative.
- 2.3.2 Residents are requested to address their communications through the following channels and in the sequence listed below:
 - 2.3.2.1 The Manager: admin@Macadamialife.com
 - 2.3.2.2 The Resident Association Chairperson (who shall have access to MacLife representative through the Resident Association on a regular basis)
- 2.3.3 Residents are requested to adhere to the abovementioned guidelines and use the channels of communication in the sequence indicated. So as to respect the role of the Manager, MacLife will not address communications that have not been addressed through the abovementioned procedure.
- 2.3.4 The Manager's office hours are from 08h00 to 16H00 Mondays to Fridays excluding weekends and public holidays.

2.4 SIGNS AND NOTICES

- 2.4.1 Where the Manager makes use of an official notice board for communication, such notice boards should be checked daily by Residents. Notices may only be placed on such notice boards with the Manager's permission, and all notices must be signed by the manager and carry a date for removal thereof.
- 2.4.2 No Resident of a Unit, used for residential purposes, shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a Unit, so as to be visible from outside the Unit, without the written consent of the Manager first having been obtained.



- 2.4.3 The Manager may remove sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonable required, will be effected at the risk and cost of the Resident and such Resident shall have no claim against the Manager as a result of their functions performed in terms of this provision.

2.5 EMPLOYEES

- 2.5.1 No outside domestic help or any other regular assistance from outside the village will be permitted without the written consent of Macadamia Care Centre. Consent will only be granted in extraordinary cases.
- 2.5.2 In cases where permission is granted, all staff will be subject to the management of the Manager.
- 2.5.3 Residents are not permitted to give instructions to staff. Any request for service must be made through the Manager.
- 2.5.4 Residents are requested to refrain from giving gifts to; and tipping staff.
- 2.5.5 Under no circumstances may Residents make loans to staff.
- 2.5.6 Complaints against any staff member must be made to the Care Centre Manager in writing.
- 2.5.7 Work areas and staff quarters are out of bounds to Residents.

2.6 ABSENCES FROM THE SCHEME

- 2.6.1 Residents are requested to inform reception or the Manager of their intention to be away from the scheme, so as to aid the manager in the event of an emergency or an evacuation for whatever reason.
- 2.6.2 Residents are required to inform the Manager in writing of their intention to be away from the scheme for extended periods of time and to leave instructions with regard to their mail and related matters.

2.7 CARE SERVICES

- 2.7.1 All members are required to enter into a Care Availability Agreement and a Care Services Agreement with the Care Centre.
- 2.7.2 It is policy to call Residents once daily. This is done in the interest of the Resident's wellbeing and Residents are requested to give their full co-operation in this regard. Routine checks that the emergency systems are functioning are conducted every quarter.
- 2.7.3 If a daily "wellbeing" call is not required, please give the Manager this request in writing, signed by all occupants of the unit.
- 2.7.4 Macadamia Care Centres are not registered nursing homes, thus certain levels of intensive nursing or medical care cannot be provided.
- 2.7.5 Arrangements for temporary admission to a sick bay are to be made through the Manager. A daily charge will be levied if the service is utilised in excess of the allowable days in terms of the Care Availability Agreement..
- 2.7.6 Residents who require medical attention must call their own doctors and bear the cost. In the event of a Resident for any reason failing to do so, the Manager reserves the right to call a doctor at the Resident's expense.
- 2.7.7 Residents are advised to be thoroughly examined by their doctor at least once per year.
- 2.7.8 Residents are kindly requested to advise the Manager of any change in health in order to facilitate the staff to render the best and most appropriate care.
- 2.7.9 MacLife reserves the right to call for a medical examination if necessary.
- 2.7.10 MacLife may require an updated medical certificate from the Resident one month prior to the original occupation date, if there is a significant gap between purchase of the life right and actual occupation.
- 2.7.11 The Care Centre reserves the right to allow younger persons in need of services rendered by the Care Centre, to be admitted.
- 2.7.12 The Care Centre will be the sole provider of nursing care for all apartment residents. Casual nursing and care workers will not be permitted on the property. Any exceptions to this must be authorized by the Manager in writing.



- 2.7.13 The Care Centre reserves the right of acceptance of any applicant into the apartments. All applicant residents will be interviewed by Care Centre Management. Documentation including an application form, medical report, assessment form etc. must be completed prior to acceptance. If the applicant is accepted, a service agreement will then be signed by both parties detailing level of care and payment therefore. This will normally be in line with the standard levels of service and levies offered but can include additional services / charges according to the needs of the resident.
- 2.7.14 When a resident requires additional medical care, the resident will be obliged to complete the Macadamia Care Centre's application form including obtaining a full medical report, and enter into an Attentive Care Service Agreement. Macadamia will assess these documents together with the Medical Practitioner. The resident's condition will be appropriately categorized and a fee agreed for the service required. Charges will from time to time be increased as a result of inflation or extra services due to a deterioration in the health of the resident.
- 2.7.15 When an apartment resident is in need of medical care which cannot be reasonably provided in the apartment, through consultation with the resident, medical practitioner and family, Macadamia nursing management will move the resident from the apartment to a more appropriate facility in the Care Centre. The cost of this will be determined at the time, and be for the account of the resident.

2.8 LAUNDRY SERVICES

- 2.8.1 A Resident of a Unit shall not, without the consent in writing of the Manager, erect his or her own washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building or the common property so as to be visible from the outside the buildings or from any other Unit.
- 2.8.2 A laundry service is included in the Care Centre Levy as per the basic levy description and relevant care level contracts. All laundry must be clearly marked with the resident's name. No exposed laundry is allowed outside the unit or on patios.
- 2.8.3 Additional laundry services can be provided upon request, for a service fee.

2.9 CLEANING SERVICES

- 2.9.1 Basic cleaning of units is included in the levy as per the basic levy description and relevant Care Contracts.
- 2.9.2 Arrangements can be made with the Manager for additional housekeeping services for an additional service fee.

2.10 CATERING SERVICES

- 2.10.1 Meals will be served in the designated dining room, according to Care Contracts and at times as determined by the manager to suite seasonality and other operational matters.
- 2.10.2 All main meals per month for one person are included in the basic levy. An additional charge for the main meal per day will be charged in the case of two occupants. Meal charges are not refundable and all meals must be booked in advance. All additional meals booked will be charged for at the rate published by the Manager from time to time.
- 2.10.3 Lunch will be a three-course meal, provided daily.
- 2.10.4 The provision of breakfast and dinner meals will be based on a demand assessment performed by the Manager.
- 2.10.5 Residents are requested to inform the Manager in advance of their intention to have guests for a meal. The normal guest meal charge will be levied.
- 2.10.6 A service charge will be levied for meals served in the units, and this will only be done for assessed health and/or mobility reasons.
- 2.10.7 Residents may not store private provisions in the pantry or cold storage.
- 2.10.8 Dietary restrictions of an assessed medical nature must be brought to the attention of the Manager by the Resident. Provision will where possible be made to accommodate such diets, sometimes at an additional cost to the Resident.
- 2.10.9 Residents are requested not to remove any goods, crockery or cutlery from the dining room.
- 2.10.10 Private functions can be arranged with the Manager. The cost will be for the Residents account.



2.11 SAFETY AND SECURITY

- 2.11.1 A security guard is on duty at all times at the entrance to the village.
- 2.11.2 All visitors and guests are required to sign in at the security entrance according to the rules enforced by the security for the estate from time to time.
- 2.11.3 Personal belongings must not be left in the public areas of the scheme.
- 2.11.4 Money and valuables must be kept locked away at all times.
- 2.11.5 Residents are requested to adhere strictly to the emergency evacuation drill procedures and exercises held from time to time.
- 2.11.6 No firearms may be brought onto the premises without the permission of the Manager.
- 2.11.7 Residents are asked to report any suspicious person seen in the buildings, grounds or immediate vicinity to the Manager immediately.
- 2.11.8 Residents are strongly advised against making use of open bar electric fires, gas heaters or electrical appliances which may constitute a fire hazard.
- 2.11.9 Residents must at all times ensure that the security and safety of all Residents and their property are preserved, and in particular must-
 - 2.11.9.1 ensure that upon entering or leaving the premises, all security doors and gates are properly closed;
 - 2.11.9.2 ensure that such doors and gates are never opened for unknown or uninvited persons;
 - 2.11.9.3 comply with any further security measures implemented by the Manager;
 - 2.11.9.4 ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the Manager.
 - 2.11.9.5 ensure that front door keys are removed from the lock before retiring at night so that the Manager will be able to enter the unit in any emergency by using the master key, if such arrangements have been made.
 - 2.11.9.6 No Resident or lessee is permitted to use any fire-fighting equipment for any purpose other than to fight fires.

2.12 REFUSE DISPOSAL

- 2.12.1 Residents shall:-
 - 2.12.1.1 Ensure that before refuse is placed in the refuse bin it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag and such refuse bin;
 - 2.12.1.2 For the purpose of having the refuse collected, place such plastic bag within the refuse bin provided.
- 2.12.2 A Resident shall not allow any refuse for the disposal of which he is responsible, to remain in any entrance or passage, staircase or any other part of the common property.
- 2.12.3 Residents shall comply with any other Directives issued by the Manager regarding refuse disposal.
- 2.12.4 Upon the breach of, or non-compliance with, the provisions of this Rule, the Resident of the relevant Unit may become liable for a fine imposed in terms of rule 2.28.

2.13 MAIL AND DELIVERIES

- 2.13.1 Mail will be placed in the Residents central mailbox for collection by the Resident.
- 2.13.2 Deliveries to Residents may be made for the attention of the Manager, however the Manager does not accept any liability in respect thereof.
- 2.13.3 Residents must make their own arrangements for payment of C.O.D. items.

2.14 ELECTRICITY AND WATER

- 2.14.1 Unless a unit is equipped with a pre-paid electricity meter, the cost of electricity is included in the monthly levy up to a basic kWh value as determined by the Resident Association from time to time.
- 2.14.2 Communal electricity usage is included in the levy.
- 2.14.3 Water and sewerage service charges for the apartments are included in the levy.



- 2.14.4 Residents are requested to exercise economy in the use of water and electricity and to ensure that all taps are securely closed and waste plugs are left open when absent from the units.
- 2.14.5 Residents are requested to report leaking taps and pipes to the manager without delay.

2.15 TELEPHONY, INTERNET AND PAY-TV

- 2.15.1 Telephone, internet and pay-television services installation, rental and usage is for the Resident's account unless central services are available from MacLife, in which case the provision of the service to the unit will be included in the levy, but the cost of terminal equipment (e.g. DSTV decoder, WiFi routers and telephone instruments) and the usage thereof will be for the Resident's account.

2.16 LITTERING

- 2.16.1 A Resident of a Unit 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.
- 2.16.2 In particular, a Resident of a Unit may not throw any material or object out of window or over passage walls.
- 2.16.3 A Resident shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.

2.17 ANIMALS, INSECTS & REPTILES

- 2.17.1 A Resident shall not keep any pets on the property.
- 2.17.2 Visitors will not be permitted to bring any animal onto the premises.
- 2.17.3 Upon the breach of, or non-compliance with this Rule, the Resident may become liable for a fine imposed in terms of rule 2.28.
- 2.17.4 In certain circumstances, the Manager may apply to a Court having jurisdiction, for an order or interdict for the removal of the animal, insect or reptile from a Unit or the common property, and the Resident of the relevant Unit shall be liable for such costs.

2.18 ERADICATION OF PESTS

- 2.18.1 A Resident shall keep his Unit free of white ants, borer and other wood destroying insects and to this end shall permit the Manager and his duly authorized agents or employees, to enter upon his or her Unit from time to time for the purpose of inspecting the Unit and taking such action as may be reasonably necessary to eradicate any such pests.
- 2.18.2 The costs of the inspection, eradicating any such pests as may be found within the Unit, replacement of any woodwork or other material form part of such Unit that may be damaged by any such pests shall be borne by the Resident of the Unit concerned.

2.19 PARKING AND DRIVING OF VEHICLES

- 2.19.1 No Resident shall park or stand any vehicle upon the common property outside of his/her allocated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of the visitors designated parking area on the common property, without the consent of the Manager in writing.
- 2.19.2 Trucks, caravans, trailers, boats or other heavy vehicles may not be parked on the common property without the prior written consent of the Manager.
- 2.19.3 All Residents shall:-
 - 2.19.3.1 Observe all road signs on the common property;
 - 2.19.3.2 Ensure that they do not exceed a speed of 15 (fifteen) kilometers per hour when driving their vehicles on any part of the common property;
 - 2.19.3.3 Ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property including the exit and entrance *gates*. Non compliance shall be subject to the imposition of a fine in terms of Conduct Rule 18;



- 2.19.4 Residents shall not:-
- 2.19.4.1 Drive their vehicles within the common property in any manner that creates a nuisance;
 - 2.19.4.2 Allow any unlicensed person to drive any vehicle within the common property;
 - 2.19.4.3 Be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a Unit;
 - 2.19.4.4 Be allowed to reside or sleep in a vehicle, garage or any part of the common property;
 - 2.19.4.5 *Be allowed to play music* in excess of 7 decibels above the ambient sound from a stationery vehicle.
- 2.19.5 The parking of vehicles within a Unit or upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the Management or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the common property.
- 2.19.6 A Resident shall comply with any further Directives issued by the Manager in respect of this Conduct Rule.
- 2.19.7 The Manager may in accordance with rule 2.27 cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the Manager from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- 2.19.8 Notwithstanding the provisions of rule 2.19.7, a Resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, shall be subject to the imposition of a fine in terms of rule 2.28.

2.20 INTERNAL MAINTENANCE, DAMAGE, ALTERATIONS AND ADDITIONS

2.20.1 MAINTENANCE

- 2.20.1.1 Internal maintenance of units is for the Resident's own account.
- 2.20.1.2 Anything requiring maintenance or repairs should be brought to the Manager's attention during office hours or at other times to the senior staff member on duty where urgent attention is necessary.

2.20.2 MINOR ALTERATIONS

- 2.20.2.1 As far as minor alterations, fixtures or additions are concerned, a Resident or lessee of a Unit 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 Manager.
- 2.20.2.2 Notwithstanding rule 2.20.2.1 a Resident or person authorized by the Manager, may install:-
 - 2.20.2.2.1 any locking device, safety gate, burglar bars, or other safety device for the protection of his or her unit that is in compliance with the architectural guidelines for the scheme; or
 - 2.20.2.2.2 any screen or other device to prevent the entry of animals or insects; provided that the Manager have first approved the nature and design of the device and the manner of its installation.
- 2.20.3 A Resident or person authorized by him or her shall not construct, attach to, fix to any part of the exterior buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures 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 consent of the Manager, who may attach reasonable conditions to his consents.
- 2.20.4 A request for the Managers consent or approval contemplated in rules 2.20.1, 2.20.2 and 2.20.3 must be made in writing to the Manager and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 2.20.5 The Manager's consent for such structures as contemplated in rule 2.20.3 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the Resident is responsible for the immediate removal of the items, at his or her own cost. Should a Resident fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by



the Manager, the Manager may have same removed at the risk and expense of the Resident concerned, who shall have no recourse against the Manager, employees or contractors for any damage resulting therefrom.

2.20.6 INTERNAL ALTERATIONS

2.20.6.1 In addition to any other relevant provisions, the following provision shall apply in respect of any work which involves any internal refurbishment, renovation or redecoration of a unit which affects the internal walls, ceiling, foundation or sanitary ware:-

2.20.6.1.1 An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Manager, in order to obtain their consent to proceed.

2.20.6.1.2 The Manager shall, within 14 (fourteen) days, convey his consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the Resident, or inform him or her why such consent cannot be given. A Resident may not proceed with the work without such consent.

2.20.7 ALL ALTERATIONS

2.20.7.1 In respect of all work done at the instance of a Resident of a Unit, the following shall apply:-

2.20.7.1.1 The Resident shall liaise with the Manager concerning all aspects of the daily operations, including the security measure applicable, the vehicles to be allowed on the premises and the temporary storage of building material and machinery on the premises. The Resident shall furnish the Manager with the contact details of all contractors who intend to enter the premises.

2.20.7.1.2 The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines; All doors, including garage doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property.

2.20.7.1.3 The Resident accepts responsibility, and shall be liable to the Manager (or Residents, 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 Units, and indemnifies the Manager against such damage or any claims arising there from.

2.20.7.1.4 The common electricity supply of the scheme may not be used without the specific consent in writing of the Manager, who may assess the costs of such usage for the account of the Resident.

2.20.7.1.5 Any work done in pursuance of this Rule and involving noise must be done on weekdays during the hours 08h00 to 17h00, not at all on Saturdays or Sundays or proclaimed public holidays.

2.20.7.1.6 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. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a Unit as soon as possible or within such reasonable time as determined by the Manager. All worksites shall be tidied up at the close of each day, all litter cleared and rubble consolidated.

2.20.7.1.7 Any deposit payable in terms of this Rule, to the Manager or any person designated by him, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the Manager. The deposit shall be placed in an interest-bearing account, accumulating interest on behalf of the Resident.

2.20.7.1.8 All charges, damages, expenses and penalties raised against the Resident in terms of this Rule, are payable upon demand and, if unpaid, the Manager may deduct such items from the Resident's deposit and/or add the amount to his or her levy account.

2.20.7.1.9 The Resident must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.

2.20.7.2 In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the Resident before commencement of the alteration, improvement, installation of the fixture or addition.



- 2.20.7.3 If any work done by or on behalf of a Resident in pursuance of the provisions of this Rule results in expenses being incurred by the Manager, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the Resident concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 2.20.7.4 Any alteration, improvement, fixture or addition or similar item made or installed by a Resident in terms of this Rule shall be maintained by the Resident concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If a Resident fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Manager, the Manager shall be entitled to remedy the Resident's failure and to recover the reasonable cost of doing so from such Resident.
- 2.20.7.5 For the purposes of this Rule, the Manager shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration'.
- 2.20.7.6 If a Resident (or person authorized by him or her) effects any work referred to in this Rule without obtaining the Manager's consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should a Resident in any other way contravene any sub-rule, the Manager may request a Resident to remove such structure at his or her own cost. Should a Resident 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 30(thirty) days after written notice given by the Manager, the Manager may effect such removal and/or restitution at the risk and expense of the Resident concerned, who shall have no recourse against the Manager, employees or contractors for any damage resulting there from.
- 2.20.7.7 Notwithstanding the provisions of rule 2.20.7.6, a Resident who is in breach or fails to comply with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of rule 2.28.
- 2.20.7.8 Any consent granted by the Manager in terms of this rule will be placed on the agenda and disclosed at the following Resident Association Meeting as well as any amendments to or further guidelines as a consequence thereof.
- 2.20.7.9 Upon departure from the unit, the unit will be re-instated to its original condition under the terms of the Resident's life right agreement, with changes brought about by the Resident being retained at the sole discretion of the Manager.

2.21 APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY

- 2.21.1 The Resident of a Unit shall not place or do anything on any part of the common property, or a Unit, including but not limited to balconies, patios, stoeps and gardens which, in the discretion of the Manager, is aesthetically displeasing or undesirable when viewed from the outside.
- 2.21.2 Resident shall ensure that Units are provided with adequate curtaining or blinds at all times within 7 (seven) days of taking occupation
- 2.21.3 No tinted glass windows may be installed or used in any residential Unit or exclusive area.
- 2.21.4 No items may be hung over walls, windows, in corridors or on any part of the building or the common property so as to be visible to the public or other Residents.
- 2.21.5 Residents and their visitors may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.
- 2.21.6 Notwithstanding sub-rules 2.21.1, 2.21.3 and 2.21.4, a Resident may, with the prior written consent of the Manager place, store or leave any object on a part of the common property, or allow or permit it to be so placed, stored or left.
- 2.21.7 No person may place, store or leave a bicycle on any part of the common property, except with the written consent of the Manager.
- 2.21.8 The Manager may issue further Directives pertaining to this Rule.
- 2.21.9 Should a Resident place, do or store anything contrary to this rule, the Manager may require a Resident to remove such object in accordance with rule 2.27 .



2.21.10 Notwithstanding the provisions of rule 2.21.9, a Resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of rule 2.28.

2.22 STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

2.22.1 Any Resident shall not store any 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 increase the rate of the premium payable by the Manager on any insurance policy or which would render void any insurance effected over the property.

2.23 LETTING AND OCCUPANCY

2.23.1 All tenants (lessees) of units and other persons granted rights of occupancy by any Resident of a 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.

2.23.2 No Resident or tenant (lessee) of a unit shall allow more persons to reside in a unit at any one time than is set out below:

2.23.2.1 2 (two) adults, both being over the age of 60 years

2.23.2.2 Notwithstanding rule 2.23.2, with the prior written consent of the Manager, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a Unit temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty eight) days in any calendar year.

2.23.3 A Resident who concludes a lease agreement in respect of his or her Unit shall supply the Manager with the name and contact details of the tenant or lessee.

2.23.4 The Manager shall supply a tenant (lessee) with a copy of the latest Conduct Rules, for a sum deemed reasonable by the Manager.

2.23.5 A Resident shall notify the Manager forthwith in writing of any change of occupation of his Unit.

2.23.6 No form of "time-sharing" or any similar arrangement whereby a person other than the Resident, his immediate family or his tenant may utilize a Unit for a specified period or periods of time may be concluded in respect of a Unit.

2.24 USAGE OF UNITS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS

2.24.1 No auction, or similar sales or exhibitions, shall be held on the common property or in a Unit, nor may a residential Units be used for any professional, commercial or industrial purpose whatsoever.

2.24.2 No lottery, draw, sweep or game of chance may be conducted without the permission of the Manager, and this shall only be permitted for the purpose of raising funds for the Residents

2.24.3 A Resident or lessee will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged.

2.24.4 No 'quad-bikes', carts, scooters or motorbikes may be used on the common property for recreational purposes.

2.24.5 No ball games may be played on the common property.

2.24.6 The throwing of stones or other solid objects on the common property is prohibited.

2.24.7 In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by a Resident or lessee or any of their visitors, contractors or employees, the Resident will be responsible for the costs of such repair.

2.24.8 All persons on the common property or using any of it's facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the Manager whatsoever of 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 Manager 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, it's amenities or in the individual Units nor for any act done or for any neglect on the part of the Manager or any of the Manager's employees, agents or contractors.



- 2.24.9 The Manager or his agent's representatives, 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.
- 2.24.10 The transportation or moving of any furniture or heavy or bulky goods is the responsibility for the Resident or lessee and the repairing of any damage to any Unit or part of the common property as a result of such activity shall be that of the Resident concerned (who will be responsible for his lessee)
- 2.24.11 No Resident may remove any shrub, tree or plant on or in the common property.

2.25 NOISE, DISTURBANCE AND NUISANCE

- 2.25.1 No Resident or lessee may permit anything to be done in his or her Unit, exclusive use area or in the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other Residents of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the Manager would constitute a nuisance or an invasion of the right of privacy of other Residents.
- 2.25.2 All Resident shall maintain quietness between 22h00 and 07h00.
- 2.25.3 At all times other than as referred to in rule 2.25.2, all television, radio and other appliances emitting sound, including musical instruments, should be kept at audio levels which are within 7 decibels of the ambient sound.
- 2.25.4 The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 2.25.5 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in Units or any part of the common property without the written permission of the Manager. No firearms may be discharged in a Unit or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

2.26 INSURANCE

- 2.26.1 Any first loss that amounts to a Manager insurance claim, on behalf of the Resident of the Unit concerned, shall be for the account of the Resident of the Unit.

2.27 CONTRAVENTION OF RULES

- 2.27.1 Should a Conduct Rule be contravened, the Manager may:-
 - 2.27.1.1 impose a fine in terms of rule 2.28, or
 - 2.27.1.2 obtain an interdict, or
 - 2.27.1.3 take appropriate action at the risk and cost of the Resident, including actions such as removing vehicles, clamping vehicles or arranging for a clamped vehicle to be released subject to the payment of a release fee, or
 - 2.27.1.4 impose more than one of the abovementioned options.

2.28 IMPOSITION OF PENALTIES

- 2.28.1 If the conduct of a Resident of a Unit or his visitors or guests constitutes a nuisance in the opinion of the Manager, or if a Resident or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Manager may furnish the Resident with a written notice which may at the discretion of the Manager be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine, will be imposed on the Resident of the Unit.
- 2.28.2 If the Resident nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Manager may impose a fine.
- 2.28.3 A written notice of a Resident Association meeting, by which the alleged offender is informed of the purpose of the meeting and invited to attend, must be sent to the Resident at least 7 (seven) days before the meeting is held. At the meeting the Resident must be given the opportunity to present his or her case, but except in so



far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.

- 2.28.4 After the Resident has been given the opportunity to present his case, the Residents may by way of a unanimous resolution (100% of the Residents present at the meeting with a minimum of two Resident Association Trustees), impose an initial penalty or suspension for the first offence and a subsequent penalty *or suspension* for every identical offence thereafter.
 - 2.28.5 Any fine imposed in terms of rule 2.28.4, may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the levy which a Resident is obliged to pay in terms of their life right contract and Care contracts and claimed by the Manager as part of the monthly fees due by the Resident.
 - 2.28.6 The Manager may, from time to time, determine the amount of the *initial* and *subsequent* penalties and periods of suspension, which amount should be confirmed at the next Resident Association meeting.
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