

# **Schedule 1**

## **Rules**

**PREAMBLE:**

The Prescribed Conduct Rules as per Annexure 9 and Management Rules as per Annexure 8 under the Regulations of the **STA** are not applicable, as all Members of the **Body Corporate** are **Members** of the **Company** and as envisaged in terms of the provisions of Regulation 30(3) of the Regulations under the **STA**. These Schedule 1 **Rules** are referred to as the "**Company Rules**".

**INTRODUCTION:**

These **Company Rules** are intended to preserve the prime objectives of the **Company**, namely to protect and advance the communal interest of **Owners, Residents**, visitors and users of any of the properties comprising the **Scheme**, to regulate the use by **Owners, Members** and **Residents** of **Common Property** within the **Scheme** and to set rules and standards which will protect the rights of all interested parties and will promote good neighbourliness.

These **Rules** may be amended from time to time by the **Directors** of the **Company** in accordance with the provisions of Section 15 of the **Act**.

These **Rules** comprise of:

- (A) **Conduct Rules**
- (B) **Exclusive Use Areas**
- (C) **General**
- (D) **Levies**
- (E) **Dispute Resolution, Fines and Penalties and Rule Enforcement**
- (F) **Qualifying Residents and Occupation of Units**
- (G) **Notices**

**Definitions:**

- (a) In these **Rules** –
- (i) a reference to a Section by number refers to the corresponding Section of the Companies Act, 2008 (the "**Act**") or, where applicable, the Sectional Titles Act, 95 of 1986 (the "**STA**");
  - (ii) a reference to an Article by number refers to an Article of the **MOI**;
  - (iii) a reference to a **Rule** by number is a reference to the **Rules** contained in this Schedule 1;
- (b) In these **Rules** the following words shall, unless the context otherwise requires, have the meanings hereinafter assigned to them:
- (i) ***"the Act"*** : means the Companies Act, 71 of 2008 ;
  - (ii) ***"Annual General Meeting" / "AGM"*** means the Annual General Meeting of the **Company** referred to in Article 3.1(ii);
  - (iii) ***"Annual Financial Statements" / "AFS"*** means the Annual Financial Statements of the **Company** to be prepared in accordance with Article 4.7;
  - (iv) ***"Auditors"*** : means the **Company's** appointed Auditors from time to time;
  - (v) ***"Authorized Representative"*** : means a person duly authorized by a Company or other legal entity, to act as its representative at any General Meeting of the **Company**;
  - (vi) ***"Board"*** : means the **Board of Directors** of the **Company** from time to time;
  - (vii) ***"Body Corporate"*** : means the Body Corporate established for the **Housing Development Scheme**;

- (viii) *“Business Day(s)”* : when, in this **MOI**, a particular number of ‘business days’ is provided for between the happening of one event and another, the number of days must be calculated by:
- (a) excluding the day on which the first such event occurs;
  - (b) including the day on or by which the second event is to occur; and
  - (c) excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in paragraphs (a) and (b), respectively;
- (ix) *“Chairman”* : means the **Chairman** of the **Board of Directors**, elected in accordance with this **MOI**, or if that expression is used with reference to a General Meeting or meeting of the **Directors** at which that person is not present or does not act as **Chairman**, the person acting as **Chairman** in accordance with the provisions of this **MOI**;
- (x) *“Clearance Certificate” / “Certificate”* means the certificate of clearance to be issued by the **Company** or the **Managing Agent** which certifies that no monies are due in respect of a **Unit**;
- (xi) *“Common Property”* : (iii) in relation to the **Scheme**, means-
- (d) the land included in the **Scheme**;
  - (e) such parts of the building or buildings

as are not included in a **Section**; and

(f) land referred to in Section 26 of the **STA**;

(iv) in relation to the **Scheme**, means such parts of the building or buildings, improvements and/or amenities as are not included in a **Section**;

- (xii) ***"Company"*** : means the Douglasdale Extension 156 Home Owners Association (NPC), Registration Number: 2012/155534/08 trading as **Douglasdale Retirement Village**;
- (xiii) ***"Directors"*** : means the **Directors** of the **Company** who shall, for the purposes of the **Act**, be the **Directors** of the **Company** appointed or elected in accordance with the provisions of this **MOI**;
- (xiv) ***"Douglasdale Retirement Village" / "Village"*** : refers to the Retirement Estate developed on the **Property** and as managed by the **Company**;
- (xv) ***"Effective Date"*** : means the date upon which CIPC issues a Registration Certificate, or accepts this **MOI**, or the date as recorded on the Notice of Incorporation, whichever event first occurs;
- (xvi) ***"Exclusive Use Area" / "EUA"*** : means a part or parts of the **Common Property** allocated for the exclusive use by the **Owner** of one or more **Sections** and has the meaning ascribed to it in terms of the **STA**;

- (xvii) *“Fair Market Value”* : means, for purposes of Article 8, the fair market value of a **Unit** at the time of its transfer, to be determined in accordance with Article 8.3;
- (xviii) *“Gross Selling Price”* : means the price at which a **Unit** is sold, as reflected in the Deed of Sale, prior to deduction of any commissions, costs or other deductions. Where VAT applies to the transaction, the **Gross Selling Price** will be nett of VAT;
- (xix) *“Housing Development Scheme” / “Scheme”* : means the Sectional Title Scheme established on the **Property**;
- (xx) *“Kitchen Levy”* : means the **Kitchen Levy** referred to in Article 2.28;
- (xxi) *“Law”* : means any law of general application and includes the Common Law and any Statute, Constitution, Decree, Treaty, Regulation, Directive, Ordinance, By-law, Order or any other enactment of legislative measure of Government (including Local and Provincial Government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
- (xxii) *“Levies” / “Levy”* : means all contributions levied from time to time by the **Directors** upon **Members** for the purpose of meeting all the expenses which the **Company** has incurred or which the **Directors** reasonably anticipate the **Company** will incur in the attainment of its objects and the

pursuit of its business, and as more fully stipulated in Article 2.27 of the **MOI**;

- (xxiii) *“Managing Agent” / “MA”* : means any person or body or an estate agent as defined in the Estate Agents Act, Act 112 of 1976, appointed by the **Company** as an independent contractor from time to time, if at any time there is no MA then the reference to the MA shall be reference to the **Board**;
- (xxiv) *“Member / Members” (“Owner”)* : means a person who is reflected as a **Member** of the **Company** in terms of the Members Register and/or any person who is reflected in the Deeds Registry of the relevant Deeds Office as the registered **Owner** of a **Unit** in the **Scheme** and/or any person who has successfully applied for membership of the **Company**; provided such person is or becomes a registered **Owner** of a **Unit** in the **Scheme**, and *“Owner”* and *“Shareholder”*, has the like meaning;
- (xxv) *“MOI”* : means the Memorandum of Incorporation of the **Company**;
- (xxvi) *“Older Persons Act”* : refers to the Older Persons Act, Act No. 13 of 2006;
- (xxvii) *“Owner”* : refers to a **Member** of the **Company**;
- (xxviii) *“Participation Quota” / “PQ”* : in relation to a **Unit** or the **Owner** of a **Unit** in a particular **Scheme**, the percentage awarded to a **Unit** by dividing the floor area of the **Unit**, correct to the nearest square metre as indicated on the sectional plan reflecting the **Unit**, by the floor area of all the

**Units** in the entire development **Scheme**, correct to the nearest square metre;

- (xxix) *“Private Gardens”* : refer to the garden areas adjoining ground floor apartments, simplexes or free standing houses and to which garden areas the **Owner** or **Resident** has the informal exclusive use of. These garden areas may be allocated as **Exclusive Use Areas** and will thereafter be referred to as **Exclusive Use Areas**;
- (xxx) *“Property”* : means the immovable property described as **Douglasdale Extension 156** and comprising Erf 2557 Douglasdale Extension 156;
- (xxxix) *“Registered Mortgagee”* : means any mortgagee of a **Unit** in the **Scheme**, whom has notified the **Company in writing** of its interest in the **Scheme**;
- (xxxii) *“Reserve Fund”* : means that portion of the Levy Fund collected from the **Reserve Fund Contribution** to provide for emergencies (i.e. storm damage), recurring long term future maintenance projects (i.e. painting, road maintenance, lift replacement) and/or for necessary and/or desired improvements to **Common Property** (i.e. borehole, water storage tanks, etc.);
- (xxxiii) *“Reserve Fund Contribution”* : means the contribution payable by a **Member** to the **Company** upon the sale/transfer/alienation of a **Unit** in terms of the provisions of Article 8, being 3.5% of the **Gross Selling Price**;



- (xxxiv) *“Retirement Act”* : refers to the Housing Development Schemes for Retired Persons Act, Act No. 65 of 1988;
- (xxxv) *“Resident(s)”* : means a person in occupation of a **Unit** on a temporary or permanent basis by agreement with and/or consent from the **Member** of a relevant **Unit** or through his affiliation or association with such **Member**;
- (xxxvi) *“Rules”* means the **Rules** as set out in Schedule 1 of this **MOI**;
- (xxxvii) *“Sanitation Levy”* : means the **Sanitation Levy** referred to in Article 2.29;
- (xxxviii) *“Section”* : means a Section shown as such on a sectional plan and is generally referred to as the interior living space of a **Unit**;
- (xxxix) *“STA”* : means the Sectional Titles Act, Act 95 of 1986 and/or any amendment or substitution thereof;
- (xxxx) *“STA-Special Resolution”* : means, subject to sub-Section (2), of the **STA**, a resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three-fourths of the votes (reckoned in number) of **Members** of a **HOA** who are present or represented by proxy or by a representative recognized by **Law** at a General Meeting of which at least 30 days' written notice, specifying the proposed resolution, has been given, or a resolution agreed to **in writing** by at least 75% of all the **Members** of a **HOA** (reckoned in number) and at least 75% of all such **Members**

(reckoned in value) personally or by proxy or by a representative of any such **Member** recognized by **Law**: Provided that in circumstances determined in the **Rules**, a meeting of the **HOA** may be convened for a date 30 days or less after notice of the proposed resolution has been given to all the **Members** of the **HOA**;

(xxxxxi) *“STA-Unanimous Resolution”*

: means, subject to sub-Section (3), of the **STA**, a resolution-

(a) passed unanimously by all the **Members** of a **Body Corporate** who are present or represented by proxy or by a representative recognized by **Law** at a General Meeting of the **Body Corporate** of which at least 30 days' written notice, specifying the proposed unanimous resolution, has been given, and at which meeting at least 80% of all the **Members** of a **Body Corporate** (reckoned in number) and at least 80% of all the **Members** (reckoned in value) are present or so represented: Provided that in circumstances determined in the **Rules**, a meeting of the **Body Corporate** may be convened for a date 30 days or less after notice of the proposed resolution has been given to all the **Members** of the **Body Corporate**; or

- (b) agreed to **in writing** by all the **Members** of the **Body Corporate** personally or by proxy or by a representative of any such **Member** recognized by **Law**;
- (3) For the purposes of the definition of 'unanimous resolution' in sub-Section (1)-
  - (a) a notice contemplated in that definition shall be deemed adequate if it has been delivered to, or dispatched to the address of a **Member**, as contemplated in paragraphs (a) and (b), respectively, of sub-Section (2);
  - (b) a **Member** present or represented at a meeting contemplated in that definition, who himself, or through a proxy or representative, as the case may be, abstains from voting on the resolution in question, shall be regarded as having voted in favour of the resolution; and
  - (c) where the resolution in question adversely affects the proprietary rights or powers of any **Member** as **Owner**, the resolution shall not be regarded as having been passed unless such **Member** consents **in writing** thereto;

- (xxxxxii) **“Unit”** : means any Sectional Title unit developed or to be developed on the **Property** in terms of the **STA** and comprise of the **Section** (living space), together with an **Owner’s** undivided share in the **Common Property**;
- (xxxxxiii) **“Vice-Chairman”** : means the **Vice-Chairman** of the **Board of Directors**;
- (xxxxxiv) **“in Writing”** : means written, printed, type-written, lithographed, telefaxed, electronically mailed or any other process producing words in a visible form.
- (xlv) Words importing -
- (i) the singular shall include the plural and *vice versa*;
- (ii) the masculine gender shall include females; and
- (iii) persons shall include partnerships, trusts and corporate bodies, and *vice versa*.
- (xlvi) Head notes to paragraphs in this **MOI** are inserted for purposes of reference only and shall not affect the interpretation of provisions to which they relate.
- (xlvi) Reference to the **MOI** means this **Memorandum of Incorporation**, including all schedules and annexures hereto.
- (xlviii) Any word or expression which is defined in the **Act** or the **STA** and which is not otherwise defined in these **Rules** shall have the meaning assigned thereto in the **Act** or the **STA** as in force at the date of incorporation of the **Company**.
- (xlix) These **Rules** shall be deemed to authorise the **Company** to do anything which the **Act** empowers a Company to do if so authorized by its **MOI** unless that authority is expressly excluded.

(A)

# CONDUCT RULES

## 1. GENERAL LIABILITY

**Owners** or **Residents** are liable for all or any damage caused to the **Common Property** and the **Property** and the improvements thereon by themselves, their children, their guests, their employees, their tenants or by their pets and also any contractors employed by **Owners** or **Residents** to perform or carry out any type of repair or work at their property.

## 2. COMPLIANCE WITH LAWS

2.1 No **Owner** or **Resident**, his tenant, guests, employees or contractors employed by the **Owner** or **Resident** may contravene or permit the contravention of any of these **Rules**, a provision of the **MOI** and **Law** or By-law, whether of National, Provincial or Local Origin, or the conditions of any license relating to or affecting the occupation of the buildings or the **Common Property** or the carrying on of business in the buildings or the contravention of the conditions of any Agreement of Occupancy applicable to the buildings or the **Housing Development Scheme** in general. Neither the **Company** nor the **Directors** will accept any responsibilities for such breach should it occur.

2.2 The **Directors** have the authority to implement a penalty system for the non-compliance of any Conduct Rules or **Laws**.

## 3. BUSINESS ACTIVITIES

3.1 No businesses, professions, trades or auctions may be conducted on the **Common Property** or in a **Unit** without the written consent of the **Directors**.

3.2 No advertisements, notices or publicity material may be exhibited or distributed on **Common Property** without the written consent of the **Directors** or General Manager, if authorized thereto by the **Directors**.

3.3 No goods or other merchandise may be sold or collection lists circulated direct to **Units**, without the written consent of the **Directors** or **General Manager**, if authorized thereto by the **Directors**.

## 4. ACTIVITIES ON COMMON PROPERTY

4.1 No hobbies or other related activities may be conducted on the **Common Property** without the written permission of the **Directors** or **General Manager**, if authorized thereto by the **Directors**.

- 4.2 The hobbies and other related activities which cause noise are only permitted within the confines of a **Unit**, between 09:00 and 12:00, and 15:00 and 19:00 Monday to Saturday, but elderly, weak and sick **Residents** must be taken into consideration.
- 4.3 The use of firearms and fireworks on the **Property** are prohibited.

## 5. EMPLOYEES OF RESIDENTS

- 5.1 All persons employed by **Owners** or **Residents** must be subjected to a security evaluation upon commencement of their services, as determined by the **Directors** and/or **General Manager** from time to time, failing which access will be denied. **Owners** or **Residents** are responsible for the behaviour of their employees.
- 5.2 Access will only be allowed if all evaluation criteria have been met and complied with, including payment of the applicable administration fee, as determined by the **Directors** from time to time.
- 5.3 Employees of **Owners** or **Residents** shall not be accommodated in **Units** or on the **Common Property**. In special circumstances, upon written application, permission may be granted **in writing**, by the **Directors** for temporary occupation for a specific period of any employee of an **Owner** or **Resident**. [See Part F, Rule 7]

## 6. GENERAL HYGIENE, HYGIENE SERVICES, CLEANLINESS AND AESTHETIC APPEARANCE

- 6.1 **Owners** or **Residents** are responsible for contributing towards the general cleanliness and tidiness of the **Property** and may not litter.
- 6.2 Refuse and refuse bins shall be located in the **Residents'** courtyards or other places specifically provided for refuse or refuse bins so that they are not visible from the **Common Property**.
- 6.3 Refuse may not be handled contrary to the Regulations of the Local Authority.
- 6.4 No refuse may be left on any portion of the **Common Property** or elsewhere where it will be visible, whether in a container or not.
- 6.5 Refuse bags from the apartments may only be left outside for collection early on the morning of refuse collection days and not before and refuse may only be placed in the proper containers or bags.

- 6.6 Refuse bins from the simplexes (houses) may only be left outside for collection on the evening prior to collection day or on the morning of collection day.
- 6.7 Each simplex **Unit** is issued with a numbered recycling bag in which **Residents** must place all glass, tins, plastic containers, cardboard, newspapers and magazines for collection by the contractor, together with the domestic refuse bin on collection days as determined from time to time. The empty bag will be returned with the refuse bin for re-use the following week. These procedures may be adapted or changed by the **General Manager** from time to time and as necessary.
- 6.8 For the **Residents** in the apartments all recyclable items such as glass, newspapers, magazines, tins and plastic may be placed in a separate plastic packet for collection by the staff or contractor, together with the domestic refuse.
- 6.9 Carports must not be used as storage areas for domestic goods, compost, fertilisers, furniture or equipment, which must be stored out of the view of other **Owners** or **Residents**.
- 6.10 No unsightly articles must project above or beyond courtyard walls and be visible to other **Owners** or **Residents**. What constitutes unsightly will be determined by the **Directors**.
- 6.11 Garage windows must have curtains or blinds. No cleaning material, etc. must be put on bathroom or kitchen windowsills and be visible to other **Owners** or **Residents**. Garage doors must not be left standing open at any time when the garage is not in use.
- 6.12 Slaughtering of live animals on the **Property** for cultural, religious or for whatever reason is strictly prohibited.

## 7. ANIMALS, REPTILES AND BIRDS

- 7.1 Pets may be kept on the **Property** only after written permission has been granted by the **Directors**. **Residents** wishing to keep a pet must submit a formal application giving full details of the pet together with a colour photo and if applicable, an inoculation certificate.
- 7.2 The **Directors** have the sole discretion in determining the suitability of any pet or birds. Cats and reptiles are not permitted under any circumstances. Feral cats may not be fed and thus enticed.
- 7.3 All pets must be registered in the pet register after permission is granted and the **Directors** must be informed **in writing** via Reception when the pet passes away, in order that the register may be updated.



- 7.4 The permission may be summarily withdrawn at any time should these pets become a nuisance or if any of these **Rules** are contravened.

What constitutes a nuisance will be determined in the sole discretion of the **Directors**.

- 7.5 It is the responsibility of the owners of the pets to ensure that all litter caused by the pets is removed from the **Common Property** immediately.
- 7.6 No pets are allowed in the main building, with the exception of guide dogs.
- 7.7 All pets must be on a leash at all times and must be suitably controlled when on **Common Property**.
- 7.8 **Owners** and **Residents** and their visitors are not permitted to bring visiting pets onto the **Property**, with the exception of guide dogs.
- 7.9 Pets must be kept in fenced areas.
- 7.10 All dogs must wear an identification tag with a house number and contact number.
- 7.11 Pets that do not require space and exercise or pets that are inaudible, for example fish may be permitted in the apartment dwellings. Dogs will only be allowed on a ground floor apartment with a small garden and subject to prior written permission of the **Directors** or the **General Manager**, if authorized thereto by the **Directors**.
- 7.12 Failure of pet owners to comply with these **Rules** will result in the **Owner** or **Resident** being instructed to remove his/her pet from the **Property**.

## 8. GARDENING

- 8.1 **Owners** or **Residents** are free to do their gardening around their house which is considered to be **Private Gardens**. Notwithstanding, any and all landscaping must at all times conform to the guidelines and requirements as laid down by the **Directors** and garden committee from time to time and may only be undertaken once the necessary prior written permission has been granted.
- 8.2 No trees or large shrubs may be planted near the structure of the **Units** or near the underground services where leaves tend to block the gutters or lift the foundations, or near the perimeter fences where they may interfere with the electric security fence, or near lamp posts where they might impede on the lighting, or the **Common Property**, without permission of the **Directors**.

- 8.3 **Owners** or **Residents** will be requested by the **Directors** to remove any plants which result in the deterioration of the surrounding lawns or which creates unsightly growth, or impede on public access. Failure to comply with such a request will result in the plants being removed by the **Directors** at the cost of the **Owner** or **Resident**.
- 8.4 The services of **Common Property** gardeners may not be utilised for private use unless by prior arrangement with the administration office. Such additional services will be charged for by the Gardening Contractor.
- 8.5 The provision of topsoil, fertiliser, ant-kill, etc. for **Private Gardens**, is the responsibility of the **Owner** or **Resident**.
- 8.6 The contractor is responsible for mowing of lawns and trimming of the edges and sweeping/vacuum cleaning of the **Common Property** as well as **Private Gardens**. Access must be granted to these gardeners by **Owners** and **Residents**, failing which the **Owners** or **Residents** themselves have to maintain the **Private Gardens**.
- 8.7 Private garden tools, hoses and other equipment must be stored where they will not interfere with, spoil the view of, other **Owners** or **Residents**.
- 8.8 Private braai equipment may only be used in **Private Gardens** or specific designated areas within the **Common Property**. All braai equipment so used must be removed from the **Common Property** within a reasonable time. Any damages to grass or fittings from burning coals will be for the **Owner's** cost.
- 8.9 Private lawnmowers and other tools, etc. are permitted to be used between 08:00 – 16:00 on Mondays to Saturdays.
- 8.10 **Owners** or **Residents** are requested to use water sparingly and most effectively with regard to time of day and season and subject to any general water restrictions imposed by the Local Authority or the **Board**.
- 8.11 If a discrepancy arises regarding the boundary of a garden, reference will be made to the fenced area as the **Private Garden**. If no such reference is available, it will be at the sole discretion of the **Directors** to determine the boundary.
- 8.12 A landscaping application form needs to be submitted to the **Board** or garden committee for approval for any plants that will grow higher than 1 metre or for any arches, water-features or other large ornamental items to be placed in the **Private Garden**. The **Directors** and garden committee will consider and decide on any such application.
- 8.13 Garden refuse must be bagged and put out before 12h00 on a **Business Day**, for collection by the garden contractor. Garden refuse may under no circumstances be put out over weekends and on public holidays.

- 8.14 If at any time **Exclusive Use Areas** are created in respect of **Private Gardens**, any **Rules** applicable to **Exclusive Use Areas** in terms of the **STA** or in terms of these **Rules** shall take precedence over the provisions of this rule 8.

## 9. INSURANCE

- 9.1 **Owners** or **Residents** are responsible for the insurance of the contents of their **Units**, their motor vehicles and other private assets as well as for the public liabilities.
- 9.2 Maintenance of geysers, while insured by the HOA, remains the responsibility of **Owners**.
- 9.3 The **Owner** or **Resident** must not do or permit anything to be done which may in any way affect the validity of or indemnity or cover under any policy of insurance, held by the **Company**, in respect of the **Property** infrastructure, and buildings, or cause the premium thereof to be increased, and the **Owner** or **Resident** indemnifies the **Company** accordingly.
- 9.4 **Owners** are liable to effect payment of any insurance excess payable in respect of a claim with regard to damage to his **Section** or in respect of the geyser serving the **Section**, notwithstanding the fact that the geyser is situated on **Common Property**. If a claim is declined by the insurer due to the fact that the **Owner** had not maintained the geyser, the full replacement costs will be for the **Owner's** account.

## 10. VISITORS AND CHILDREN

- 10.1 **Owners** or **Residents** are liable for the conduct of their visitors, children and grandchildren, and they must ensure that all Conduct Rules are adhered to.
- 10.2 The **Directors**, in their discretion, with the assistance of the General Manager or the Security operator, have the authority to remove any individual from the **Village** if they do not adhere to the Conduct Rules of the **Village**.
- 10.3 The unsupervised use of bicycles and tricycles on **Common Property** is prohibited. The use of skateboards, roller skates, rugby- and soccer balls, cricket balls and bats, etc. on the **Common Property** is strictly prohibited.
- 10.4 All visitors, including children of **Owners** or **Residents**, must follow the access security protocol as determined by the **Directors** from time to time.

## 11. STORAGE OF DANGEROUS GOODS AND ACTS CONSTITUTING A DANGER

- 11.1 **Owners** or **Residents** shall not store any flammable or dangerous materials or fluids, save to the extent required for normal household use and/or medical use, or do, or permit to be done any dangerous act in the building or on **Common Property**.
- 11.2 Gas installations require the prior written approval of the **Board** and a certificate of compliance in respect of the installation must be filed with the **General Manager** and which certificate should be issued only in compliance with applicable legislation and standards.

## 12. VEHICLES, SPEED LIMITS AND PARKING

- 12.1 Repairs to private vehicles on the **Property** may only be done inside the garage of the **Owner** or **Resident**. No **Owner** or **Resident** shall be permitted to dismantle or effect repairs to any vehicle on any part of the **Common Property**.
- 12.1.1 Vehicles of **Residents** may only be washed in front of the garage and/or carport and/or assigned parking bay of the **Owner** or **Resident**.
- 12.1.2 **Owners** or **Residents** shall only park in allocated parking areas (i.e. garages, carports or demarcated parking areas) and shall not park any vehicle on **Common Property** without the prior approval of the **General Manager** and/or **Directors** in writing.
- 12.2 No **Owner** or **Resident** shall park or allow any vehicle to be parked or stood upon the **Common Property**, without the consent of the **Directors** in writing.
- 12.3 The **Village** bus is available for **Residents** (as passengers) at a small fee for pre-planned shopping trips and excursions. An indemnity form needs to be signed prior to the use of the bus service. The **Company**, its **Members** and **Directors** take no responsibility for any loss, damage, injury and/or death which may arise from the use of the bus service, notwithstanding the fact that such loss, damage, injury and/or death may be attributed as a result of the negligence of the **Company**, any of its employees, employees of agents and/or contractors, **Directors** or **Members**.
- 12.4 The official **Village** golf carts are allocated for use by the care centre and maintenance.

- 12.5 No vehicle in excess of 5 tons may enter the **Village** for deliveries or removals. Vehicles in excess of 5 tons must park outside the **Village** and arrange to shuttle any goods in smaller loads to and from **Units**.
- 12.6 No buses, mini buses, goods vehicles, caravans, boats or trailers may be parked on **Common Property** (other than designated parking areas) on a permanent basis without the written permission of the **General Manager** and/or the **Directors**. Where temporary parking is required, prior written permission must be obtained from the **Directors** or the **General Manager**, if authorized thereto by the **Directors**.
- 12.7 The **Directors** may, at the risk and cost of the vehicle's owner/driver, remove or have towed away or arrange for the removal or towing of any vehicle illegally parked in terms of these **Rules** within the **Common Property**.
- 12.8 Vehicles may not travel at speeds in excess of 15km/h on any part of the **Common Property**. This speed limit has to be strictly enforced to prevent danger to **Owners** or **Residents**. Visitors who persist in breaking this rule may be refused entrance by vehicle.
- 12.9 Any vehicles of whatsoever nature parked on the **Property** shall be parked at the **Owner's** risk and the **Company** shall not be liable for any loss or damage of any nature whatsoever to such vehicles, howsoever arising, including, without limitation, by reason of theft, fire, flood, or accident and whether arising out of the negligence or otherwise of the **Company**, the **Directors** or their employees, contractors or agents.
- 12.10 Motor vehicles of visitors may only be parked in demarcated parking areas.
- 12.11 Any area demarcated with yellow lines may not be used for parking purposes.
- 12.12 Parked vehicles may not obstruct any entrance, exit or driveway, specifically but not limited to garages and carports.
- 12.13 Temporary street parking of vehicles is permitted, provided that it does not disrupt the movement of traffic or pose any danger to traffic and double parking is strictly prohibited. Temporary overnight parking in the streets is *strictly* prohibited.
- 12.14 Parking of vehicles on the lawns of the **Common Property** is *strictly* prohibited.

### 13. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 13.1 No structural alterations may be done and no changes may be effected to the **Common Property** unless written application is made to and prior written permission granted by the **Directors** or **General Manager**, if authorized by the **Directors**. The onus is on the **Unit Owner** to submit and obtain any required official approval from the relevant departments at a town or provincial council level.
- 13.2 No air-conditioning units, additional solar panels or similar appliances may be installed, unless written application is made to and written permission granted by the **Directors** or **General Manager**, if authorized by the **Directors**.
- 13.3 No private generators may be installed anywhere within the **Property**.
- 13.4 No additional television antennae or satellite dishes may be erected outside a **Unit**, unless written application is made and prior written permission is granted by the **Directors** or **General Manager**, if authorized by the **Directors**.
- 13.5 Any improvements or additions to **Common Property**, not authorized by the **Board** prior to the coming into operation of these **Rules**, will be removed by the **Owner** prior to transfer of his **Unit** if so requested by the **Board**.

### 14. APPEARANCE FROM OUTSIDE / AESTHETICS

No **Owner** or **Resident** shall alter or add anything to or on the **Common Property** (including balconies, patios and gardens) which in the discretion of the **Directors**, is aesthetically displeasing or undesirable when viewed from outside the **Unit**.

### 15. LAUNDRY

- 15.1 Washing may only be dried in demarcated areas, i.e. in the courtyard or on approved wash lines in the apartment blocks. No **Owner** or **Resident** may erect their own wash lines.
- 15.2 Washing may not be dried where it is visible to other **Owners** or **Residents** or the general public.

### 16. LETTING OF UNITS

All **Residents** of **Units** and other persons granted rights of occupancy by an **Owner** of the relevant **Unit** are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

## 17. RESIDENT AGE LIMIT

- 17.1 The minimum **Resident** age is 50.
- 17.2 If the **Resident** is married or deemed to be in a permanent relationship and any one of the spouses/life-partners is 50 or older, both parties qualify.

## 18. USE OF DINING ROOM AND FUNCTION HALL FOR FUNCTIONS

- 18.1 The use of the dining room and function hall for private functions by **Owners** and **Residents** is subject to the approval and to conditions as determined by the **Directors** from time to time.
- 18.2 Outside organisations will be allowed to use the dining room and function hall facilities upon written application for consideration by the **Directors** and such use may be allowed subject to such terms and conditions and payment of such fees as the **Directors** may determine.

## 19. EMERGENCIES AND CARE

- 19.1 In the interest of the safety of all **Residents** of **Units**, to ensure prompt reaction to emergency calls and to assist emergency personnel and other nursing staff in their endeavours to provide immediate assistance, the following practices, although not enforceable, are encouraged and **Owners** and **Residents** of **Units** are called upon to co-operate and are required:

- 19.1.1 to remove the key to an entrance of a **Unit** when locked from the inside;
- 19.1.2 to provide the Administration Office with a duplicate key to the main entrance of the **Unit**;
- 19.1.3 not to lock bathroom doors;
- 19.1.4 to ensure that the panic button issued to the **Unit** is operational and to ensure that the batteries thereof are checked on a regular basis;
- 19.1.5 to familiarise themselves with the operation of the panic button;
- 19.1.6 to avoid false activation of the panic button and, if possible, to call, in addition to the panic button activation, the Reception.

- 19.2 Where an **Owner** or **Resident** fails to comply with the protocol recommended in the aforesaid rule (rule 19.1), the nursing staff and emergency personnel may gain forced access to the **Unit** in the case of an emergency and in which event the **Owner** shall be responsible for the costs of restoring any damages to **Common Property** and/or to the **Section**.

## 20. REPAIRS AND MAINTENANCE

- 20.1 **Owners** are responsible for repairing and maintaining the Interior of their **Sections**, including all electrical, plumbing and other fittings, at their own expense, and shall keep the interior of their **Sections** in a clean and hygienic condition to the satisfaction of the **Directors**.
- 20.2 **Owners** are responsible for any excess payment in respect of their **Sections** payable in terms of a contract of insurance entered into by the **Company**; provided that the **Company** may, by Special Resolution, determine that the **Company** is responsible for excess payments in respect of specified damage.
- 20.3 **Owners** of **Sections** are responsible for any excess payment in respect of their geysers, notwithstanding the fact that the geyser serving the **Section** is situated on **Common Property**.

## 21. ERADICATION OF PESTS

**Owners** or **Residents** shall keep the interior of their **Units** free of white ants, wood borers and other wood destroying insects and other pests, and to this end shall allow the **Directors** or their duly authorised agents or employees to inspect their **Units** from time to time.

## 22. EMPLOYEES, LABOURERS AND CONTRACTORS

- 22.1 **Owners**, **Residents** and/or their visitors must treat all employees/labourers/contractors/service providers and security personnel with respect and any grievances concerning their conduct must be addressed with the **General Manager** and/or **Managing Agent**.
- 22.2 **Owners**, **Residents** and/or their visitors may not interfere with the activities of all employees/labourers/contractors/service providers and security personnel and may not furnish any instructions to such employees/labourers/contractors/service providers and security personnel.



## 23. SWIMMING POOL

- 23.1 The pool may be used from 06h00 to 20h00 daily. No person may enter the pool area outside these specified times.
- 23.2 The swimming pool is for **Residents'** use only.
- 23.3 Suitable swimming attire must be worn at all times.
- 23.4 Lifeguards or pool supervisors are not provided.
- 23.5 Towels are not provided.
- 23.6 No jumping or diving into the pool.
- 23.7 If groups want to use the pool for aerobics, synchronized swimming etc., regular times must be arranged through the administrative office.
- 23.8 The pool may be closed from time to time for routine maintenance or inspection.
- 23.9 Do not run or speed walk in the pool area.
- 23.10 Only guide dogs will be allowed in the pool area, but they will not be allowed in the pool.
- 23.11 No glass items are permitted in the pool area.
- 23.12 No food or drink allowed in or at the pool area.
- 23.13 Any person using the pool does so at their own risk. The **HOA** does not accept any liability for any loss or damage to personal items taken into the pool areas or to any death or injury to persons using the facilities.
- 23.14 All users are urged to have consideration for other bathers.
- 23.15 Any person ignoring these **Rules** will be denied access to the pool area.
- 23.16 Persons with open cuts, sores or wounds or any form of infection are not permitted in the pool until it has completely healed. In the discretion of the **Directors**, persons with injuries may be required to be checked by the Matron or the **Village** sister or nurse before allowed to use the pool.
- 23.17 No person not authorized by the **General Manager** may tamper with the swimming pool equipment and operation thereof.

## 24. RULES REGARDING THE RIVERINE AND COMMON PROPERTY

- 24.1 No swimming in the river or dams.

- 24.2 No pets are allowed to swim in the river or dams.
- 24.3 No fishing permitted in the river or dams.
- 24.4 No canoes, rafts, boards or any other floating device allowed in the river or dams.
- 24.5 No garbage or litter may be thrown into the river or dams.
- 24.6 No person or their pets may harm or interfere with the ducks and other natural wild life in the riverine or on **Common Property**.
- 24.7 No plants or natural vegetation may be added to or removed from the riverine or from **Common Property**.
- 24.8 **Residents** and their visitors enter the riverine and surrounding areas at their own risk.
- 24.9 Garden activities on the **Common Property** may only be conducted by the **HOA**, unless authorized **in writing** by the **Board**.

## **25. LIFESTYLE CENTRE INCLUDING THE DINING AREA AND HALL**

- 25.1 No person may wear swimming apparel or pyjamas and dressing gowns in the lifestyle centre.
- 25.2 Foot wear is required at all times – no barefooted person is permitted into the lifestyle centre.
- 25.3 All furniture is to be used for its specific purpose – no sitting on tables or coffee tables, standing on chairs or resting feet on coffee tables.
- 25.4 No shouting is permitted in the lifestyle centre. Foul and abusive language is not permitted in the lifestyle centre or anywhere on the **Common Property**.

(B)

**EXCLUSIVE USE**  
**AREAS (EUA's)**

**Duties of Owners and Residents of Sections**

## **PREAMBLE:**

It is recorded that **EUA's** are, with adoption of these **Rules**, created in terms of these **Company Rules**, in terms of Section 27A of the **STA** and garden areas previously referred to as "*Private Gardens*" have now been allocated for the exclusive use thereof by certain **Owners**.

### **(1) Creation of Exclusive Use Areas ("EUA's"):**

- (i) Notwithstanding the fact that **EUA's** as are more fully described hereunder, form part of the **Common Property** of the **Village** in terms of the Sectional Plan as filed with the Registrar of Deeds, **Owners** of each **Section** shall be entitled to the exclusive use, occupation and enjoyment to the exclusion of the rights of all other **Owners** or **Residents** and any other persons, of the area numbered to coincide with the number of the **Unit** and marked on the lay-out plan attached hereto (**Schedule 2**), to be used as a garden/patio/court yard and for recreational purposes, and which areas shall be known as *Exclusive Use Areas*.
- (ii) The **Company** must take all reasonable steps within its ability to ensure that the **EUA's** remain reserved for the exclusive use of the **Members** entitled thereto in accordance with (1)(i).
- (iii) A **Member** must maintain the **EUA** of which he has the sole use as if it forms part of his **Section** and he must take all reasonable steps to keep such area in a clean, hygiene, neat and attractive condition.
- (iv) An **Owner** or **Resident** may not use his **EUA** or allow it to be used in such a manner and for such purposes as may prejudice the safety, appearance or enjoyment of other **Units** or other portions of the **Common Property**.
- (v) Notwithstanding the provisions of sub-rule (1)(i) above, an **Owner** or **Resident** must give access to the **Company** and/or to other **Owners** or **Residents** to his **EUA** for any purpose reasonably required for the maintenance of the **EUA's** of other **Owners** or **Residents**. Each **Owner** or **Resident** must give access to the **Company** to and over his **EUA** for any reasonable purpose as may be required for the maintenance of the **Common Property**.

(2) **Statutory and General Obligations of an Owner:**

In addition to his obligations in terms of Section 44 of the **STA**, an Owner-

- (i) shall not use his **Section**, **EUA** or any part of the **Common Property**, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building, **Property** or the **Company**;
- (ii) shall not contravene, or permit the contravention, of any **Law**, By-law, Ordinance, Proclamation or Statutory Regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the **Common Property**, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his **Section** or any other **Section** or to his **EUA** or any other **EUA**;
- (iii) shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other **Sections**, the **Common Property** or any **EUA**;
- (iv) shall not do anything to his **Section** or **EUA** which is likely to prejudice the harmonious appearance of the building;
- (v) shall, when the purpose for which a **Section** and **EUA** is intended to be used-
  - (a) is shown expressly or by implication on a registered sectional plan;
  - (b) is shown expressly or by implication on the original approved building plan thereof;
  - (c) can be inferred from the provisions of the **Rules**; or
  - (d) is obvious from its construction, layout and available amenities,

not use, nor permit such **Section** or **EUA** to be used, for any other purpose: Provided that with the written consent of all **Owners** such **Section** or **EUA** may be used for another purpose;
- (vi) shall not construct or place any structure or building improvement on his or her **EUA**, without the prior written consent of the **Board**, which shall not be unreasonably withheld and will ensure that the provisions of Section 24 and Section 25 or other relevant provisions of the **STA** or the **Company Rules**, will not be contravened;

- (vii) shall maintain the hot water installation which serves his **Section**, or, where such installation serves more than one **Section**, the **Owners** concerned shall maintain such installation pro-rata, notwithstanding that such appliance is situated in part of the **Common Property** and is insured in terms of the policy taken out by the **Company**;
- (viii) shall be liable for the maintenance and upkeep of his **EUA**, as if it were part of his/her/its **Section**, inclusive of all alterations and all improvements thereon;
- (ix)
  - (a) shall be liable to reimburse the **Company** for all reasonable expenses incurred by the **Company** to remedy any failure of the **Owner** to maintain or repair his **EUA** or to ensure compliance and enforcement of the provisions of these **Company Rules**.
  - (b) Where an **Owner** fails to attend to the upkeep and maintenance of his **Section** and any area allocated for his exclusive use in accordance with the standards prevailing in the **Village** and fails to remedy any defect and/or to maintain such area after receipt of a written demand at his chosen *domicilium citandi et executandi* from the **Board**, the **General Manager** and/or the **Managing Agent** calling upon him to comply within 30 days, then and in that event the **Company** shall be entitled to remedy any such failure by the **Owner** and to claim such reasonable costs and expenses from the **Owner**; and
  - (c) any reasonable costs and/or expenses so incurred by the **Company** shall be debited to the **Owner's Levy** account and shall be deemed to be outstanding **Levies** and recoverable in a similar manner and in terms of the same procedures as are applicable with regard to collection of outstanding **Levies**. If the reasonableness of such costs is disputed by the **Unit Owner** then the onus of discharging the proof of reasonableness of such expenses shall lie with the **Owner**;
- (x) shall ensure that a copy of these **Company Rules** and any future amendments thereto, form part of any Lease Agreement and/or Sale and Purchase Agreement pertaining to his **Section** and shall deliver a copy thereof to the tenant, **Resident** or purchaser of his **Section**;
- (xi) shall not proceed with any alterations, fixtures, installations or additions to any part of the **Common Property** within an **EUA**

without the written consent of the **Board** and subject to such conditions as the **Board** may impose thereon. Application must be made **in writing** and full specifications of the intended alteration must be supplied, including a plan indicating the design, measurements and materials to be used;

- (xii) shall be liable for any increase in the insurance premium caused as a result of any alteration/installation made by the **Owner** within, on or to any area allocated for the **Owner's** exclusive use.
- (xiii) Notwithstanding the obligation of an **Owner** to maintain his **EUA**, the **Company** shall still be liable for the maintenance of the below-mentioned **Common Property** areas and which maintenance expenses shall be paid from the Levy Fund, in accordance with **Participation Quotas** applicable. These items are the following:
  - a) All boundary walls, perimeter walls and/or dividing walls;
  - b) The maintenance, replacement and upkeep of all infrastructure serving all **Units** in the **Scheme**. (Water supply, electric reticulation, sewers and original paving).
  - c) A garden service will still be rendered as far as the mowing of lawns and trimming of edges are concerned.
- (xiv) **Owners** may pursue gardening activities and may lay out gardens within their **EUA's** and at their own costs and subject to the provisions of **EUA** Rule (3), provided that no structural additions may be erected without the prior written consent of the **Board**.

**(3) Plants, shrubs, trees and lawns:**

- (i) may be planted on **EUA's** provided that such plants, shrubs and lawn may not fall under any category which is prohibited from time to time in terms of any **Law**, By-law or Regulation.
- (ii) shall be planted in such a manner so as not to cause a hindrance or damage to any **Common Property**, including but not limited thereto, foundations, walls, pipes, drains, any sewerage system, electrified security fencing or other electrical installations, roofs and gutters.
- (iii) shall be removed by the **Owner** and any damages caused thereby repaired at the **Owner's** expense where, at the sole

discretion of the **Directors**, such hindrance or damages are caused or is likely to be caused by such plants, shrubs and lawns. If an **Owner** fails to give effect to these provisions then the **Company** shall be entitled to remedy any defect, failure or damages caused and to claim such expenses from the **Owner**, subject to notice as envisaged in terms of **EUA** Rule (1)(ix)(b).

- (iv) All trees and shrubs which will grow over 1 (one) metre in height may only be planted with the prior written approval of the Garden Committee, subject to such reasonable conditions as the Garden Committee may impose.

(4) **Aesthetic guidelines:**

In considering any application in terms of **EUA** Rule (2)(vi) with regard to an alteration to **Common Property** or any construction or addition to **Common Property**, which falls within an **EUA**, the **Directors** shall apply the following guidelines:

- (i) All improvements should be in accordance with these guidelines, in order to create uniformity in the **Scheme**.
- (ii) Any additions or alterations may not deviate from the existing design, appearance and colour schemes generally applied or used in the **Scheme** and only materials similar to the majority of materials used in the **Scheme**, may be used for any additions or alterations.
- (iii) All television aerials, antennae, satellite dishes, solar heating equipment and/or air-conditioning or any renewable energy installation, should be concealed as far as possible and the **Directors** or **General Manager**, if authorized by the **Directors**, must approve of its positioning in writing.
- (iv) Roofing materials for patios or balconies must be approved by the **Directors** or **General Manager**, if authorized by the **Directors**, in writing. Only ventilation-deck (louvre-deck) may be approved. Shade netting will not be allowed.
- (v) All additions or alterations must blend with the existing colour scheme generally used in the **Scheme**.
- (vi) All installations, alterations or improvements must be approved by the **Directors** or **General Manager**, if authorized by the **Directors**, in writing and subject to such reasonable conditions as the **Directors** may in their sole discretion impose. In



considering any request/application from an **Owner**, the **Directors** must observe these provisions and consider the rights of other **Owners** and **Residents** and must ensure that any approvals do not create a nuisance or disturbance to other **co- Owners** and/or **Residents**.

- (vii) If the construction holds an insurance risk or may result in an increase of the insurance premium payable by the **Company**, appropriate conditions shall be imposed. Any additional costs shall be for the **Owner's** account.
- (viii) Where any statutory approval or requirements apply in terms of any Statute, By-law, Regulation or otherwise, the **Owner** shall as a deemed condition for approval by the **Directors**, comply with such approvals and requirements.

**(5) Existing alterations to Common Property:**

- (i) It is recorded that any existing alterations to **Common Property**, construction or additions thereto which fall within an **EUA** as at date of approval of these **Rules** shall, from approval of these **Rules**, be deemed to have been properly approved, provided that if any such alteration, construction or addition does not comply with any provision of the **Act** or **Rules** or any requirement that may be applicable in terms of another statutory requirement, By-law, Regulation or otherwise, the **Owner** concerned shall be liable to comply therewith, when required by the relevant Authority or by the **Company**.
- (ii) It is recorded that, where any alteration comprises an extension of a **Section**, such alterations are not condoned and the **Owners** will have to comply with the provisions of Section 24 of the **Act**, which deals with extension of **Sections**.

(C)

**GENERAL**

## 1. Binding nature

- 1.1 The provisions of these **Rules** and of the Conduct Rules, and the duties of an **Owner** in relation to the use and occupation of **Sections** and **Common Property** shall be binding on the **Owner** of any **Section** and any lessee or other **Resident** of any **Section**, and it shall be the duty of the **Owner** to ensure compliance with these **Rules** by his lessee or **Resident**, including employees, guests, visitors, any members of his family or that of his lessee or **Resident**.
- 1.2 All persons within the **Village** shall at all times adhere to any applicable legislation, Regulations, By-laws or **Rules** issued by the **Directors** or any directives concerning the **Rules** issued by the **General Manager**.

## 2. Owner's failure to maintain

If an **Owner**-

- (a) fails to repair or maintain his **Section** in a state of good repair as required by Section 44(1)(c) of the **Act**; or
- (b) fails to maintain adequately any area of the **Common Property** allocated for his exclusive use and enjoyment,

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 **Board**, the **Estate Manager** or the **Managing Agent** on their behalf, the **Company** shall be entitled to remedy the **Owner's** failure and to recover the reasonable cost of doing so from such **Owner**.

## 3. Indemnity

- 3.1 **All persons** (including and for purposes of this clause referring to **Members, Residents**, the members of their households, their tenants, employees, labourers, contractors, visitors, invitees) within the **Village** hereby waive any right he/she may obtain against the **Company** to claim for the loss or damage suffered to property or for damages in respect of personal injury or death where such loss/damage/injury or death was occasioned within the **Village** and/or as a result of the negligent conduct of a **Director, Member**, employee or contractor of the **Company**.
- 3.2 **All persons** within the **Village** and using **Common Property** or **Common Property** facilities do so entirely at their own risk.

- 3.3 **All persons** hereby indemnify the **Company** against any such claim by persons having received access through them or on their instruction.
- 3.4 This indemnity towards the **Company** will extend to damage, injury or death caused by domestic workers employed or by animals owned by any **Member** or **Resident**.

#### 4. **Responsibility**

Parents, guardians and people *in loco parentis* have the particular delegation to ensure, as far as is reasonable, that children are subject to their control, and that their visitor(s) adhere to these **Rules** and Regulations and shall not allow them to act in breach thereof. The responsible **Owner** or **Resident** who is a parent, guardian or person *in loco parentis* will be fined for repeat offences by minors after due notice has been given. This will apply to any breach of these **Rules** or any vandalism to **Common Property** or **Common Property** facilities.

#### 5. **Business activities**

No business, profession or trade may be conducted on the **Common Property** or from a **Section**, except those business activities which are specifically allowed by the Local Authority and which are conducted with the prior written approval of the **Directors** or the **General Manager**, if authorized thereto by the **Directors**.

#### 6. **No interference**

- 6.1 No **Owner** or any lessee or other **Resident** of a **Section**, including employees/guests/visitors/any members of his family or that of his lessee or **Resident** may furnish instructions to any of the employees, contractors or staff of the **Company** or interfere with the execution of their duties. All instructions and/or requests are to be channelled through the **General Manager**.

(D)

**LEVIES**

- (1) The **Directors** may from time to time determine the **Levies** payable by the **Members** for the purpose of meeting all the expenses which the **Company** has incurred, or to which the **Directors** reasonably anticipate the **Company** will be put in the attainment of its objects or the pursuit of its business.
- (2) **Levies** need not be raised equally upon the **Members**, as the user-pay principle will apply, in terms whereof expenditure can be attributed to a specific **Member**.
- (3) For the calculation of **Levy** contributions due by a **Member** to the **Company**, the liability of a **Member** shall be calculated:
  - (a) in accordance with the **Participation Quota** in respect of budgeted expenditure;
  - (b) **Member**-specific contributions, such as sanitation charges;
  - (c) variable charges concerning specific service providers, such as the **Kitchen Levy**.
- (4) The **Directors** shall not less than 30 (thirty) days prior to the end of each financial year or so soon thereafter as is reasonably possible, publish a notice indicating an estimate ("*estimate*"), in reasonable detail, of the amount which shall be required by the **Company** to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year. The **Directors** may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual or recurring nature.
- (5) Each notice to each **Member** shall specify the contribution (**Levy**) in accordance with the **estimate**, payable by that **Member** to such expenses and **Reserve Fund**.
- (6) The annual **Levy** for the ensuing financial year or any special- or other **Levy** to be implemented shall become due and payable on the passing of a **Board** Resolution to that effect, or the publication thereof as envisaged in Article 1.3(5).
- (7) (7.1) The annual budgeted **Levy** allocated in terms of the **Participation Quota** formula shall be payable in equal monthly instalments.  
(7.2) All other **Levies**, including the **Sanitation-** and **Kitchen Levy**, shall be payable in monthly instalments or as may be notified by the

**Directors** from time to time and shall be subject to any increases as may become applicable to such contributions.

- (8) Any special **Levy** shall be payable in a form that the **Directors** may direct.
- (9) In the event of the **Directors** for any reason whatsoever failing to prepare and timeously serve the notice referred to in Article 2.27(5) above, every **Member** shall until served with such notice continue to pay the **Levy** previously imposed and shall after service of such notice pay the **Levy** specified therein. A **Member** shall pay any deficit (comprising the difference between the **Levies** payable during the previous financial year and the new **Levy** imposed, if any) within 30 (thirty) days of receipt of the notice specifying the new contribution payable by the **Member**.
- (10) Upon the change of ownership of a **Unit**, the successor in title becomes liable for the pro-rata payment of contributions from the date of change of such ownership.
- (11) The **Directors** may from time to time impose special **Levies** upon the **Members** in respect of all expenses as are mentioned in Article 2.27(1) which are not included in any estimate made in terms of Article 2.27(4).
- (12) All **Levies** and any special **Levies** referred to in Article 2.27(11), become due on the passing of a **Directors'** Resolution to that effect and may be recovered by the **Company** by action in any competent Court, having jurisdiction from the **Member(s)** who were **Owner(s)** of the **Unit(s)** at the time when such Resolution was passed.
- (13) The **Directors** shall be empowered in addition to such other rights as the **Company** may have in **Law** against its **Members** to determine the rate of interest from time to time chargeable upon arrear **Levies**. Should the **Directors** fail to make any determination of the interest rate, then and in that event, the interest rate shall be levied at prime bank rate as levied by the **Company's** bankers from time to time, plus 5% (five percent) per annum. The interest rate shall not exceed any limitation as may be prescribed from time to time in terms of the National Credit Act, No. 34 of 2005, in which event the interest rate shall be limited to the maximum interest rate allowed. Interest shall be calculated monthly in arrears and compounded.
- (14) The obligation of a **Member** to pay a **Levy** and interest shall cease upon his ceasing to be a **Member** without prejudice to the **Company's** right to recover arrear **Levies** and interest and penalties, fines and other amounts due to the **Company**. No **Levies**, interest, penalties, fines or

other amounts paid by a **Member** shall under any circumstances be repayable by the **Company** upon his ceasing to be a **Member**. A **Member's** successor in title to a **Unit** shall be liable for payment of **Levies** and/or special **Levies** that are still payable in respect of the **Unit**, from the date upon which he becomes the registered **Owner** of the **Unit** as reflected in the Deeds Registry.

- (15) No **Unit(s)** registered in a **Member's** name shall be capable of being transferred without a **Clearance Certificate** as referred to in Article 2.19 first being obtained from the **Company**, confirming that all **Levies** (including payment of 4 (four) months' **Levies** in advance or as may be determined by the **Directors** from time to time), penalties, fines or other amounts due and interest have been paid up to and including date of registration of transfer.
- (16) A **Member** shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the **Company** in obtaining the recovery of arrear **Levies**, penalties, fines, interest or any other arrear amounts due and owing by such **Owner** to the **Company** or in enforcing compliance with the **Act**, the provisions of this **MOI**, or the **Rules**.
- (17) The **Directors** may from time to time determine a charge to be levied against **Members** in arrears, as an administration charge payable to the **Company** or to the **Managing Agent**.
- (18) All payments made by a **Member** and received by the **Company**, shall be allocated firstly towards interest, legal costs and thereafter towards capital. The **Board** reserves the right to allocate payments as they deem fit in the absence of an express allocation by the **Member**. In the absence of an express allocation by the **Board** or the **Member**, all payments will be allocated to the debt newest in time.
- (19) **Members** shall further have the rights and obligations as specified in the **Rules** incorporated in this **MOI** and as may be amended from time to time.
- (20) Should a **Member** fail to effect payment of contributions (annual and/or special) levied in terms of the **MOI** on due date, the full outstanding balance remaining unpaid for the financial year shall become due and payable without notice and/or demand but the **Board** may at their sole election and discretion agree to a re-payment arrangement with the **Member** concerned and subject to such conditions as the **Board** may impose.
- (21) All **Levies** shall be due and payable in advance on the 1<sup>st</sup> (first) day of each month. Payments not received by the 7<sup>th</sup> (seventh) of the month



will attract interest at the rate determined by the **Directors** from time to time and failing any determination in terms of Article 2.27(13).

**(22) Kitchen Levy**

- (a) **Members** shall be liable for payment of a **Kitchen Levy** as determined by the **Board** from time to time in order to subsidise the operational costs associated with provision of a sustainable food supply service to the **Members**.
- (b) The **Kitchen Levy** shall be calculated with reference to minimum required meals payable by a **Member** as determined by the **Board** from time to time.

**(23) Sanitation Levy**

- (a) It is recorded that a **Sanitation Levy** is raised upon each **Member** in respect of sanitation charges as levied by the Local Authority and which charges are increased from time to time.
- (b) The **Sanitation Levy** is a **Member**-specific expenditure, payable by a **Member** in respect of sanitation charges levied upon his **Unit** by the Local Authority.
- (c) Sanitation charges shall be increased as and when the Local Authority increases the tariffs.

(E)

**DISPUTE RESOLUTION,**  
**FINES AND PENALTIES**  
**AND**  
**RULE ENFORCEMENT**

(1) Any dispute between the **Company**, and a **Member** or between **Members** arising out of or in connection with or related to the provisions of this **MOI** (including any or all of its Annexures) and concerning any of the rights/obligations of the parties, including any dispute as to the validity of the **MOI**, save where an interdict or any form of urgent and/or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these dispute resolution provisions.

(2) Mediation:

- (i) The parties will agree to the appointment of an independent person to act as mediator to the dispute.
- (ii) If the parties are unable to agree to the appointment of a mediator, application will be made to the Association of Arbitrators, Southern Africa (AOA), for a suitably qualified mediator to be appointed.
- (iii) The mediator shall endeavour to assist the parties to settle the dispute by agreement. The mediator shall not adjudicate the dispute, make any recommendations to the parties or advise any party on the merits of the dispute.
- (iv) The mediator shall have the discretion to conduct the mediation in such a manner as he/she determines.
- (v) The mediator shall be responsible for the administration of the mediation including the process and conduct of the mediation, which shall be done in an expeditious and cost-effective manner.
- (vi) Should the mediator be unable to mediate the matter successfully within 10 (ten) days of being appointed, the matter will be deemed to have failed mediation.

(3) Arbitration:

- (i) In the event of the mediation failing, the dispute will automatically be referred to arbitration.

- (ii) In the event of a dispute between the **Company** and a **Member** or between **Members** arising out of or in connection with or related to provisions of this **MOI**, the **Act** or the **Rules**, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these provisions.
- (iii) Notwithstanding the provisions of Article 5.1(3)(ii) any dispute concerning the payment of monies due to the **Company**; shall be excluded from arbitration and mediation.
- (iv) If a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties **in writing** and copies of such notification shall be served on the **Board** and, if appointed, the **Managing Agent** and should the dispute or complaint not be resolved within 14 (fourteen) days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration.
- (v) Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties shall appoint an arbitrator who shall be an independent and suitably experienced and qualified person as may be agreed upon between the parties to the dispute.
- (vi) If the parties cannot agree as to the person of the arbitrator to be appointed in terms of Article 1.3(4)(d) within 5 (five) days after the arbitration has been demanded, the **Auditors** of the **Company** shall upon written application of any of the parties, appoint **in writing** an arbitrator within 7 (seven) days after they have been required to make the appointment.
- (vii) The arbitration shall be held informally or otherwise as the arbitrator may determine in his own discretion. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not be proceeded with. If such failure to furnish security for payment persists for longer than 7 (seven) days after demand for security for payment was made, the other party shall be entitled to abandon arbitration proceedings.

- (viii) The intention being that the arbitration shall be concluded within 45 (forty-five) days after an arbitrator has been appointed or security for costs has been furnished.
- (ix) The arbitrator shall make his/her award within 7 (seven) days from the date of the completion of the arbitration and shall, in making his/her award, have regard to the principles laid down in terms of the **MOI** and the **Rules** thereunder. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he/she may determine and as he/she in his/her discretion may deem appropriate, having regard for the outcome of the arbitration.
- (x) In making an award of costs, it shall be competent for the arbitrator to award costs against the **Company** on the basis that the **Member** in whose favour the award was made, shall be excluded from contributing to such costs through his general **Levy** and/or any special **Levy** contributions.
- (xi) The decision of the arbitrator shall be final and binding and may be made an Order of the High Court upon application of any party to, or affected by, the arbitration.
- (xii) The provisions of the Arbitration Act, No. 42 of 1965 shall be applicable.
- (xiii) Notwithstanding that the Arbitration Act, No. 42 of 1965 makes no provision for joinder of parties to an arbitration without their consent thereto, should a dispute arise between the **Company** and a **Member** or more than one **Members** or between a number of **Members** arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be joined in the arbitration by notice thereof to such other parties as soon as possible after commencement of the arbitration proceedings, but in any event, not later than 10 (ten) days prior to the arbitration hearing.

(4) Enforcement of Rules:

For the enforcement of any **Rules** made by the **Directors** or the **Company**, the **Directors** shall be entitled to:

- (a) take such action, including proceedings in Court, as they may deem fit;
- (b) implement a system of fines and penalties from time to time in order to deter any contravention of these **Rules** and to ensure the due enforcement of these **Rules**.
- (c) Any penalties imposed by the **Directors** are subject to adjustment and/or ratification by **Members** in General Meeting.
- (d) In the event of contravention of any of these **Rules**, the following procedure will be followed and implemented by the **Directors/Managing Agent**:
  - (i) A letter of demand incorporating a penalty will be sent to the **Member**, specifying the nature of the breach and demanding him to remedy the breach where applicable, within a period of 10 (ten) days from date of demand;
  - (ii) Should the **Member** fail to adhere to the demand letter and to remedy the breach and/or to pay the fine or penalty then, unless written objection is received by the **Owner** concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the **Member's Levy** account and shall be enforceable, as if such penalty or fine constitutes a normal **Levy**;
  - (iii) If the transgression or payment of the penalty/fine is disputed and upon receipt of any written objection ("*the objection notice*") from the **Member**, a Committee of 3 (three) **Directors** appointed by the **Chairman** for this purpose, shall convene a meeting with the **Member** within a period of 10 (ten) days, or as soon as reasonably possible after receipt of the **objection notice**, to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the Chairman of the Committee shall direct; provided that the rules of natural justice shall be observed and

at which meeting the **Member** shall be entitled to address his objection and to call witnesses;

- (iv) The decision of the **Board** shall be final unless objected to in writing within 10 (ten) days from notification of their decision;
  - (v) Should the **Member** refuse to accept the decision of the **Committee** on any matter, such dispute shall then be referred to mediation and/or arbitration in terms of this **MOI**;
  - (vi) Any fine imposed upon any **Member** will be deemed to be a debt due by the **Member** to the **Company** and shall be recoverable by ordinary civil process.
- (e) Until reviewed by the **Board** or **Members** in General Meeting, the following fines and/or penalties are to be imposed upon **Members** or **Residents**, including their tenants/visitors/contractors/employees or as applicable in terms of the **MOI** and these **Rules**:
- (i) For a first offence of a particular **Rule**: A fine of between **R500-00 and R5 000-00**;
  - (ii) For a second contravention: A fine equal to twice the amount of the initial fine.
- (f) The **General Manager** is authorized to issue fines not exceeding **R1 500-00** per fine. For fines exceeding **R1 500-00**, the **General Manager** must first obtain the authorization thereto from the **Board of Directors**.
- (g) The quantum of any fines issued by the **General Manager** or the **Directors** are discretionary depending on the nature of the infringement, the severity, merits and circumstances of the transgression and is reviewable by the **Members** in General Meeting.

(F)

**QUALIFYING**  
**RESIDENTS AND**  
**OCCUPATION OF**  
**UNITS**



**QUALIFICATION FOR OCCUPANCY:**

1. All persons, at the sole discretion of the **Directors**, intending to occupy a **Unit** in the **Scheme**, shall be subject to an assessment as determined by the **Directors** from time to time, which assessment procedure shall be done in accordance with the provisions of the Older Persons Act, Act No 13 of 2006.
2. Only persons 50 (fifty) years and older shall occupy the **Units**. If the **Resident** is married or deemed to be in a permanent life partnership at the date of occupation and any one of the spouses/ partners qualifies in terms of this Article, both parties qualify.
3. All of the **Units** shall be made available for occupation to retired persons as defined in the Housing Development Schemes for Retired Persons Act only. This implies that should a **Unit** be sold to a person or persons younger than 50 (fifty) years or to a Company, Close Corporation or Trust the **Unit** may only be occupied by retired persons as stipulated in paragraph 1 above.
4. The Care Centre Service Provider may with approval of the **Board**, for its own account, provide medical care to **Residents** in **Units** which are leased by the said Care Centre Service Provider and sublet to such **Residents** who require medical care, subject that such approval is granted at the sole discretion of the **Board**.
5. Any new or prospective resident who will be over 80 (eighty) years old at the time of taking occupation will not be allowed to move in.
6. If the new or prospective resident is married or deemed to be in a permanent life partnership and any one of the spouses / partners will be over 80 (eighty) years old at the date of occupation, both parties will not qualify and occupation will be refused.
7. An existing non-resident owner, who is already over 80 (eighty) years old, will be given an opportunity to take up residence within one year from the date this clause is added. To avoid any misinterpretation or doubt, occupation would have to take place prior to 30 June 2021. Such occupation will still be subject to the pre-occupation assessment criteria set out in clause 8.

**8. Pre-occupation assessment:**

- 8.1 Any new or prospective owner or resident is required to undergo a pre-occupation assessment by Matron and the General Manager prior to being able to move into the Village.
- 8.2 The General Manager and Matron, based on their findings from the pre-occupation assessment, may in their sole discretion refuse permission for a prospective owner or resident to move into the Village.
- 8.3 To avoid embarrassment for all parties, owners and landlords must ensure that any prospective buyer or tenant satisfies clauses 5, 6, 7, 8.1 and 8.2 prior to signing the offer of purchase or rental agreement, as the case may be.

**THE RETIREMENT ACT:**

9. It is recorded that the Housing Development Schemes for Retired Persons Act, Act 65 of 1988 (*"the Retirement Act"*) is applicable to the **Douglasdale Retirement Village**. In terms of the **Retirement Act**, occupation of a **Unit** is restricted to older persons, being persons older than 50 years and/or their spouses. In terms of the **Retirement Act**, a person younger than 50 years of age may occupy a **Unit** only with the written consent of all the **Members** of a **Housing Development Scheme**.
10. In view of the fact that the requirement that all **Members** of a **Housing Development Scheme** must consent to occupation of a person younger than 50 years of age, is onerous and not practical, this rule is relaxed in order to provide for practical, exceptional and/or compassionate circumstances and such relaxation shall be subject to the following provisions:
- 10.1 The surviving spouse of a deceased **Owner** shall still be entitled to occupy the **Unit** notwithstanding the fact that he/she may be younger than 50 years of age, provided that he/she does not enter into a further marriage or permanent relationship with a person younger than 50 years of age;
- 10.2 "*Spouse*" in this Rule refers not only to a marriage relationship but also to a *bona fide* relationship between a retired person and his/her life companion;

- 10.3 Occupation of a **Unit** is not restricted to 2 (two) persons only (an **Owner** and his spouse) and may be occupied by other retired persons (and/or their spouses), subject thereto that no more than 2 (two) persons may occupy a bedroom in a **Unit**;

This rule is relaxed to the extent that the **Directors** are authorised to grant such consent on behalf of **Members** in order to provide for exceptional and/or compassionate circumstances.

11. The **Directors** are authorized to allow occupation of **Units** by persons who do not qualify for the age restrictions, provided that application for such request is made **in writing** and in which event the following considerations and conditions will apply:

11.1 Temporary visitors may be considered which include family members and friends. A temporary visit is regarded as a visit less than 2 (two) weeks;

11.2 Temporary visits shall not exceed 4 (four) weeks per visitor per year, unless approved by the **Board in writing**;

11.3 Occupation by persons rendering support services such as nurses, carers, caretakers, maintenance personnel, etc. will be allowed for the duration of the need for such support services;

11.4 The **Board** may impose reasonable conditions in their sole discretion concerning the temporary occupation granted to any person in terms of this clause and should any of such conditions not be complied with the **Board** may withdraw their consent;

11.5 The **Members** in General Meeting may furnish directives to the **Board** supplementing, adding or repealing any of the conditions referred to in this Article.

#### **ASSISTED LIVING / HOME NURSING:**

12. Where a **Resident** or visitor renders support services of a continuing or permanent nature to the **Resident/s** of a **Unit** due to the **Resident's** indisposition (i.e. nursing services) then no limitation will be placed on the period of occupation, provided that should the provisions of the Older Persons Act, Act 13 of 2006 ("*the Older Persons Act*") become applicable to the nursing services, such occupation shall be terminated unless the person providing the support services complies with the registration provisions in terms of the **Older Persons Act**.

13. The **Older Persons Act** stipulates that a health services provider must be registered if health care services are rendered to a frail older person. A "*frail older person*" is defined as a person who requires 24-hour care due to physical or mental disability and who is not in a position to care for himself/herself.
14. It is the objective that Residents should be self-supporting, as limited support services are provided by the **Company**.
15. Home nursing is supported, subject thereto that the provisions of the **Older Persons Act** and Regulations thereunder, together with any other applicable legislation, be adhered to.
16. An **Owner** or **Resident** must apply **in writing** to the **Directors** for permission to allow occupation by a home-based caregiver or other service provider.
17. The **Board** reserves the right to call for information concerning the purpose, scope and ambit of the services and particulars and qualifications of the service provider.
18. The **Board** furthermore reserves the right to call on the **Owner** or **Resident** to furnish the following information and to complete the prescribed form (if any):
  - 18.1 The name, surname, ID number and permanent residential address of the caregiver/service provider;
  - 18.2 Formal qualifications and/or experience in home-based services;
  - 18.3 Proof of registration of the Department Social Development or other relevant Statutory Institutions;
  - 18.4 Submission by the patient or his representative of an indemnity in the prescribed form, duly signed, in terms whereof the **Company**, the **Board** and the **Members** are indemnified against any claims of whatsoever nature which may ensue from the care services by a caregiver;
19. The **Owner** and/or **Resident** or their representatives must assume responsibility for the conduct of the external caregiver/service provider and shall ensure that these persons comply with all provisions of the **MOI**, the **Rules** of the **Company**, any directives issued by the **Board** and any applicable legislation.
20. All existing and future estate agents handling rentals and sales in the Village will be informed of the new clauses 5 to 8 and 12 above. In this regard, furthermore:

- 20.1 The Managing Agent will be informed that no occupation clearance will be issued should the future residents not satisfy clauses 5 to 8 and 12 above.
- 20.2 It is the responsibility of each owner and/or landlord to ensure clauses 5 to 8 (including 8.1 to 8.3) and 12 are complied with for all future transactions.

(G)

# NOTICES

1. For any notice or document to be delivered or published for any purpose contemplated in the **Act**, the Regulations, this **MOI** or the **Rules** of the **Company**, the provisions of Table CR3 in terms of Regulation 7, as amended in terms of this **MOI**, shall apply and for which purpose such notice may be delivered:
  - (1) by fax, if the addressee has a fax number; or
  - (2) by electronic mail, if the addressee has an address for receiving electronic mail; or
  - (3) by registered post to the addressee's *domicilium citandi et executandi* or last known address; or
  - (4) by hand to the addressee or to any representative authorized **in writing** by the addressee to accept service; or
  - (5) by leaving the notice at the addressee's place of residence or business with a person who is apparently at least 16 years old and in charge of the premises at the time; or
  - (6) by leaving the notice at the addressee's place of employment with a person who is apparently at least 16 years old and apparently in authority.
  
2. A notice will be deemed to have been delivered if:
  - (1) by fax – on the date and at the time recorded by the fax receiver, unless there is conclusive evidence that it was delivered on a different date or a different time;
  - (2) by electronic mail – on the date and at the time recorded by the computer used by the sender, unless there is conclusive evidence that it was delivered on a different date or at a different time;
  - (3) by registered post – on the 3<sup>rd</sup> (third) day following the day on which the notice or document was posted, as recorded by the Post Office, unless there is conclusive evidence that it was delivered on a different day;
  - (4) by hand – on the date and at the time recorded on a receipt for the delivery;

- (5) by leaving the notice at the place of residence or business of the addressee – on the date and at the time recorded on a receipt for the delivery;
  - (6) by leaving the notice at the addressee's place of employment – on the date and at the time recorded on a receipt for the delivery.
3. Any notice to be given by a **Member** to the **Company** shall be delivered to the **Company** by delivery of such notice to the registered address of the **Company**, as recorded in the records of CIPC from time to time, unless a **Managing Agent** is appointed, in which event such notice shall be delivered to the office of the **Managing Agent**, as will be recorded and reflected in the Minutes of the **AGM** from year to year.



## **Schedule 2**

### **Plans of Exclusive Use Areas**