



# **ANNEXURE E1**

## **FYNBOS LIFESTYLE VILLAGE**

### **CONDUCT RULES**

#### **IN TERMS OF THE SECTIONAL TITLES SCHEMES MANAGEMENT ACT 8 OF 2011**

#### **1. INTRODUCTION**

Living in a village undoubtedly includes a lifestyle where each resident forms part of a community bound by a common social and financial interest. Each resident is entitled to the full enjoyment of community living with all the facilities provided whilst, on the other hand, it is only reasonable to expect that each resident would be interested in the protection of his privacy, his property and his investment. It goes without saying that, in order to reap the full benefit of high density living, a set of Conduct Rules, governing the use of common facilities and community relationships should be compiled.

#### **2. AUTHORITY AND SCOPE OF THESE RULES**

- 2.1 These conduct rules of the FYNBOS LIFESTYLE VILLAGE shall replace the rules in Annexure 2 of the regulations of the Sectional Titles Schemes Management Act 8 of 2011.
- 2.2 These conduct rules may be substituted, supplemented, amended, or repealed, by special resolution by the Body Corporate and not otherwise; and no such substitution, supplementation, or amendment may be adopted if it is irreconcilable with the management rules or with any provision of the Sectional Titles Schemes Management Act 8 of 2011 as amended.
- 2.3. These conduct rules are binding on the owner of any unit and it shall be the duty of every owner to ensure compliance with them by his lessee, guest, house-minder,

employee, or other occupier of his dwelling, notwithstanding any provision to the contrary contained in any contract or lease or grant of rights of occupancy.

- 2.4. In all cases where these rules provide that the trustees may permit an act, such permission may be summarily withdrawn if the conditions on which it was granted are not complied with.
- 2.5. Directives issued by the trustees in accordance with the provisions of these rules shall have the same force as the rules providing for them.
- 2.6. In addition to and without prejudice to rights created according to any Management Rule, if an owner commits or permits any breach of the Act or the Management Rules or Conduct Rules or directives and fails to desist from and where practicable remedy such breach within ten days of the date of delivery by hand or posting by registered post of written notice calling upon such owner to desist and/or remedy the said breach, such owner if found in fault by resolution at a meeting of the trustees shall :
- (i) be fined not less than R 500,00 (Five hundred rands) and not more than R1000,00 (One thousand rands) according to the gravity of the breach or failure in question as assessed by the trustees and in addition :
  - (ii) be ordered to pay the Body Corporate (or any person aggrieved) such sum in compensation as in each case shall be determined at such meeting of the trustees;

and such fine or such sum shall immediately become due and payable unless the trustees shall otherwise decide. The owner concerned shall be invited to attend such meeting of the trustees by notice in writing delivered by hand or posted by registered post not less than ten days prior to the holding thereof and shall have the right to speak and to be legal represented there at but not to be present or represented at the voting or to take part in the proceedings other than is allowed by the chairman of the meeting.

### 3. DEFINITIONS

3.1 In these rules, a word or expression to which a meaning has been assigned in the Sectional Titles Act bears that meaning and, unless the context otherwise indicates :-

- 3.1.1 **“THE ACT”** the Housing Development Schemes for Retired Persons Act, 1988 (Act No. 65 of 1988), as amended, together with the regulations obtaining thereto;
- 3.1.2 **“CLUB HOUSE”** the building incorporating the lounge and dining room and associated facilities;
- 3.1.3 **“DIRECTIVE”** a general instruction is issued by the trustees for the conduct of such matters as are so provided for in these rules, which directives may be added to or amended or withdrawn by the trustees at any time in further directives; always provided that

- by  
or  
directive
- directives shall be enforced until the next following annual general meeting when they shall fall away unless they are a 75% (seventy five per centum) majority vote ratified with or without amendment; and always provided that any directive may be amended or repealed by special resolution of the body corporate;
- 3.1.4 **“DWELLING”**  
backyards,
- a Unit in FYNBOS LIFESTYLE VILLAGE and includes floor areas, garages, patios, courtyards, porches, walls and gates shown on the architect’s plan as part of such unit;
- 3.1.5 **“MANAGEMENT RULES”**
- the rules contained in Annexure 1 of the regulations to the STSM Act 8 of 2011 as amended;
- 3.1.6 **“MANAGEMENT the ASSOCIATION”**  
VILLAGE Sectional Title Scheme;
- shall mean the Trustees appointed from time to time by the Body Corporate of FYNBOS LIFESTYLE VILLAGE Sectional Title Scheme;
- 3.1.7 **“OCCUPIER”**
- resident, owner or tenant;
- 3.1.8 **“OWNER”**
- means resident, owner or tenant;
- 3.1.9 **“COMMON Retirement PROPERTY”**
- those buildings and land which form part of the Village, but are not units;
- 3.1.10 **“SECTIONAL regulations TITLES ACT”**
- the Sectional Titles Act, 1986, as amended, and thereunder;
- 3.1.11 **“STSM ACT”**
- the Sectional Titles Schemes Management Act 8 of 2011;
- 3.1.12. **“STANDARD CONTRACT”**
- the contract of sale and purchase between the developer and the original purchasers of units in the VILLAGE
- 3.1.13. **“VILLAGE”**
- a lifestyle village known as FYNBOS LIFESTYLE VILLAGE, being a development scheme partly for retired persons in terms of the Act.
- 3.1 Words and expressions, to which a meaning has been assigned in the Act applicable to development schemes, shall bear the meaning so assigned to them.
- 3.2 Words importing:
- 3.3.1 The singular number shall include the plural, and the converse shall also apply;

3.3.2 The masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

3.4 The heading to the respective rules are provided for convenience of reference only and shall not be taken into account in the interpretation of the Conduct Rules.

3.5 In the event of any conflict between the Conduct Rules and the Regulations prescribed by the Act appertaining to the development scheme, the Conduct Rules shall prevail.

#### **4. OWNERSHIP AND OCCUPANCY**

4.1 In conformity with the Act and the disclosures in the agreement of sale, not more than 40% (forty per centum) of the Units in the Scheme may be occupied by persons under fifty years of age.

4.2 Any owner contemplating the sale, lease, or other disposition of or dealing with his unit is advised and requested to bear in mind the contents of the standard contract, the Management Rules and the FYNBOS LIFESTYLE VILLAGE conduct rules, concerning which the manager and, if necessary, the trustees will be available for consultation.

4.3 The names and addresses of all domestic staff must be registered with the manager.

4.4 The occupation of a unit by a person or persons other than the temporarily absent owner or tenant shall be subject to previous notification in writing to the manager.

#### **5. PROPERTY, LEVIES AND INSURANCE**

5.1 Owners are required to pay a monthly levy on or before the 7<sup>th</sup> day of each month.

5.2 As required by law, as a charge on the levy all units are insured for their nominal replacement value. Additional insurance cover as well as insurance of contents is the responsibility of each owner.

5.3 An owner must report all damage to his unit to the manager without delay.

5.4 An owner is responsible for the maintenance and repair of all electrical wiring, electrical installations, and plumbing within his property, the responsibility of the trustees for maintenance and repairs being limited to the electrical connections between meters and units and for the plumbing and drainage between the municipal connecting points and units.

#### **6. STAFF OF FYNBOS VILLAGE**

The village workers are employed under the direction of the manager for maintaining the lawns, gardens and common property in general, for removing refuse, and for such other tasks as the manager may prescribe. Upon application, the manager may instruct a village worker to assist an occupier in occasional private-garden work, but such assistance is contingent upon a worker's availability and is strictly conditional upon his not being offered tips or loans or other rewards. On no account may occupiers take it upon themselves to give instructions to village workers without the express authorization of the manager.

## 7. PRESERVATION OF THE PHYSICAL ENVIRONMENT

- 7.1 Owners are obliged to maintain in a state of good repair the interiors of their dwellings and such alterations and additions to the exteriors of their dwellings as they have been permitted to make under Rule 7.2
- 7.2 Owners may not in any way alter or permit any person to alter the construction of their units, or make or permit any person to make any modification or addition that affects the external appearance of their units, whether by means of signs, notices, structures, or any others means, save with the express written permission of the trustees. All applications for such permission must be submitted to the manager in writing and must contain sufficient clear specifications of the proposed alteration or addition and the following guarantee of indemnity: "The owners hereby indemnifies the Body Corporate against any claim for damage that may be caused to the said addition or alteration in the course of maintenance or repair work carried out by the Body Corporate or its staff save for damages caused mala fide or by gross negligence".
- 7.3 No applications under Rule 7.2 may be considered unless it complies with Management Rule 29.
- 7.4 Owners may not, and may not permit any person to, make any use of any part or aspect of the common property that does not pay due respect to the rights of all owners of the common property including the right of unimpeded access to all parts of the common property and the right to enjoy a harmonious and aesthetically pleasing environment.
- 7.5 Owners and occupiers may not have exclusive use of any part of the common property for any purpose whatsoever save with the written consent of every owner in accordance with the provisions of section 1 (3) (c) and Section 27 of the Sectional Titles Act.
- 7.6 Owners must ensure that a receptacle for refuse is maintained on their property in a hygienic and dry condition and that refuse deposited in such receptacle is properly drained and wrapped.
- 7.7 For the purpose of refuse collection, owners must ensure that garbage in tied refuse bags, is accessible to village workers in such places and at such times as the trustees may specify in a directive. Arrangements for the collection of refuse at other times or from other places than the usual times or places may be made with the manager.
- 7.8 Owners and occupiers may not deposit, throw, or permit to be deposited or thrown, on any part of the common property any rubbish including garbage, dirt, cigarette butts, food scraps or any litter of any description whatsoever, except that garden refuse may at any time be deposited on the garden refuse dump (if applicable).
- 7.9 Owners and occupiers who cause or permit damage to the common property are liable for the costs of the necessary repair, replacement, or cleaning thereof.
- 7.10 A resident shall keep his unit free of white ants, borer or other wood destroying insects and to this end shall permit the Management Association or its duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting

the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradication of any such pests as may be found within the unit, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the resident of the section concerned if remedial measures become necessary outside the period of the guarantee provided by the developer of the Village.

7.11 Smoking is not permitted in the Club House or in any common areas.

## **8. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS**

8.1 No resident shall park or stand any motor vehicle upon the common property other than in designated areas. Visitor's vehicles (if not parked in the driveways to garages or carports) shall be parked only in such a manner as is unlikely to hinder the movement of other vehicular traffic.

8.2 The Management Association may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on common property without the consent of such owners.

8.3 Residents of units shall ensure that their vehicles as well as the vehicles of their visitors and guests do not drip oil, brake fluid or any other liquids onto common property or in any other way deface the common property.

8.4 No resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property or in any unit.

8.5 Out of consideration for other residents, a speed limit of 20 km per hour shall at all times be strictly observed by residents and their visitors when using any portion of the common property.

8.6 The sounding of hooters within the precincts of the Village, except in the interest of safety, is not permitted.

8.7 Under no circumstances may caravans, boat trailers and similar vehicles be left in parking bays. The Management Association may specifically designate areas for this purpose, subject to such terms and conditions as they may lay down.

8.8 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of its employees for any loss or damage of whatever nature which the owners or any persons claiming through or under him, may suffer in consequence of this vehicle having been parked on the common property.

8.9 Roadways may not be used for games of any kind. The use of skateboards, roller skates and the like is not permitted on the roadways.

## **9. SECURITY**

9.1 Owners and occupiers must observe strictly all security precautions as notified by the trustees in directives.

- 9.2 Owners and occupiers must inform the manager of their arrangements for all intended temporary absences from the FYNBOS LIFESTYLE VILLAGE.
- 9.3 Owners must lodge permanently with the manager labeled keys giving access to their units for safe deposit in his office and solely for use by him or under his instructions in cases of emergency which he deems to necessitate such access, which use shall be reported to the owners or occupier at the earliest opportunity.
- 9.4 Owners and occupants are required to test their alarm systems on a regular basis to check that the installation is in a good working order.
- 9.5 The storage of inflammable, explosive, or otherwise dangerous liquids or materials that may create a hazard affecting insurance premiums is strictly prohibited.
- 9.6 Inflammable material may not be accumulated or burnt on the common property.
- 9.7 Owners and occupiers may not interfere with the communally owned electrical installations whether affixed to their dwelling or elsewhere.
- 9.8 All persons operating the security gate, whether driving or walking, must strictly follow the procedures published by the trustees in directives.

## **10. COMMUNITY FACILITIES AND SERVICES**

- 10.1 In compliance with the Sectional Titles Act, and the Retired Persons Housing Act, and with the standard contract between the developer and the original owners, the trustees are required to provide certain facilities and services for owners and residents as described in the standard contract. It is a condition for the enjoyment of the facilities and services that such directives as the trustees may issue, including directives and conditions under Rules 10.2, 10.4, 10.5, are complied with.
- 10.2 Any dining-room meal facilities provided will be supervised by the trustees for the benefit of owners and occupiers and their spouses and guests. The conditions to be observed by users (Including the charges payable) will be notified from time to time in writing.
- 10.3 The particulars of outings and other social events organized by the social committee of the trustees, and the conditions of participation in them, will be notified by the social committee as and when the trustees decide.
- 10.4 The manager is responsible for controlling access to and use of the Club House in accordance with these rules and such directives as may be issued by the trustees.

## **11. STORAGE**

No movables shall be left on any portion of the common property. If such items are left on any portion of a section, they shall not be visible to other residents.

## **12. PETS**

- 12.1 Subject to the rules set out herein and to such revision thereof or additional conditions as the Body Corporate may from time to time prescribe, the residents may keep the pets referred to in 12.4 below.

- 12.2 As a general and overriding rule, all pets should be controlled by their owners to ensure that they in no way constitute a nuisance to other residents.
- 12.3 The Management Association shall have the right to act against owners who fail to prevent persistent barking by dogs or the howling by cats, or whose pets create any nuisance.
- 12.4 No resident shall be permitted to keep more than:
- 12.4.1 One small dog and/ or cat;
  - 12.4.1 Two small dogs;
  - 12.4.3 Two cats;
  - 12.4.4 Such other pets as may be specifically approved by the Village Board in writing.
- 12.5 Dogs when allowed outside the section, shall at all times be kept on a leash, and it shall be the responsibility of the resident in charge of a dog to clear up any of its fouling of the common property.
- 12.6 No pets may be left in a section unattended for any reasonable length of time.
- 12.7 No female animal may be kept in any section unless it has been spayed and no tomcat shall be allowed in any part of the Village unless neutered. There shall be no departure from these rules.
- 12.8 Residents may erect fences outside their section to restrain their pets under the following conditions :
- 12.8.1 A plan indicating the type, size, pattern and layout of the proposed fence must have been approved by the Management Association.
  - 12.8.2 Residents may be required to remove, or have removed, fences erected if and when pets are no longer owned, or on vacating the section, except as permitted in 12.8.3.
  - 12.8.3 The Management Association may approve an existing fence being left in place if the new resident has been granted permission to have a pet and if the fence had been erected with Management Association authority.
- 12.9 In the event of a persistent breach of these rules, and the Management Association so decides, the pet owner concerned may be called upon to remove the pet from the village within a period as specified by the Management Association, in its sole discretion.

### **13. EXTERIOR OF UNIT**

- 13.1 The occupier of a unit used for residential purposes shall not place or do anything on any part of the property, including patios, yard areas and gardens which, in the discretion of the Management Association is aesthetically displeasing or undesirable when viewed from the outside of unit.



- 13.2 No decorations shall be attached to the common property nor shall any part of the common property be painted or otherwise treated unless specifically authorized in writing by the Management Association which may stipulate conditions regarding the manner or nature of work to be done.
- 13.3 Notwithstanding 13.1 & 13.2 above, a resident or person authorized by him may install:
- 13.3.1 any locking device, safety gate, burglar bars or other safety devices for the protection of his unit; or
- 13.3.2 any screen or other device to prevent the entry of animals or insects; or
- 13.3.3 any canopy or other form of protection against the weather,
- provided that the Management Association shall first have approved in writing the aforesaid regarding the nature, colour and design of the device and the manner of its installation.
- Provided further that the devices mentioned in 13.3.1 and 13.3.2 may only be installed on the inside of the unit.
- 13.4 No air conditioning units may be installed without the written consent of the Management Association.
- 13.5 Creepers which in any way may damage the paintwork, (for example Ivy) are not permitted on the walls of the common property.
- 13.6 The hanging of carpets or washing over yard or patio walls is not permitted.
- 13.7 No external aerials or satellite reception dishes may be installed.

#### **14. SIGNS AND NOTICES**

No resident of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from the outside of the unit, without the written consent of the Management Association.

#### **15. LAUNDRY**

A resident of a unit shall not, without the consent of the Management Association in writing, erect a washing line, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from the outside of the building or from any other unit.

#### **16. COMMON PROPERTY GARDENS**

- 16.1 The common property generally is cared for in the interest of all residents in order to beautify the Village and thus add to the enjoyment of the life-style of all residents.
- 16.2 The costs of repairing any damage caused to the common property by any resident, his family, visitors, staff or pets shall be of his account.

- 16.3 The common property gardens are controlled by the Management Association and by their appointed representatives.
- 16.4 The picking of any form of plant from the common property gardens or the vandalizing of any part of such common property is prohibited.
- 16.5 Some residents may wish to look after a small part of the garden, but may do so only with the prior written approval of the Management Association or their duly appointed representatives, and subject to the conditions they may deem necessary to impose.
- 16.5.1 Such approval may, at the discretion of the Management Association be withdrawn at any time; or
- 16.5.2 The conditions relating to such approval may be received from time to time.
- 16.6 No part of the common property garden which is cared for by the resident will for that reason become an exclusive use area.

## **17. RECREATIONAL AREAS**

- 17.1 In the interest of residents, the Management Association reserves the right of admission to recreational areas. This right will only be exercised in respect of individuals who persistently ignore the relevant rules.
- 17.2 The recreational areas are for the use of the residents and their guests, and the resident must ensure that the number of guests at any one time is not such as to prejudice the comfort, enjoyment or convenience of other residents.
- 17.3 The Managing Association, their agents and staff do not accept any responsibility whatsoever for the safety of anyone in the pool and water feature areas (if any).
- 17.4 Rules pertaining to the use of the recreational facilities will be set out in the House Rules.

## **18. HOBBIES AND OTHER ACTIVITIES**

Hobbies and other activities which produce excessive noise and cause a nuisance to other residents are not permitted in any unit or on the common property.

## **19. BUSINESS ACTIVITIES**

- 19.1 Unless authorized in writing by the Management Association, no business, profession or trade may be conducted in any section or on any part of the common property.
- 19.2 No advertisements or publicity material may be distributed or exhibited nor is any canvassing permitted in the Village without the approval of the Management Association.
- 19.2.1 A notice board is provided in the Club House where notice or publicity material, if acceptable, may be displayed.

## **20. VISITORS AND CHILDREN**

20.1 Subject to and provided there are adults present and without there being any question of overcrowding, there is no objection to family or friends residing in the host's unit, subject to the following:

The resident of a unit at all times remains responsible for the conduct of his visitors and shall ensure that they adhere to all the rules which are applicable to the Village.

20.1.2 Visitors must be accompanied by a resident when in the recreational areas.

20.1.3 No ball games are allowed on any area other than those areas which may be specifically set aside for that purpose by the Management Association.

20.1.4 Residents shall ensure that children who are visiting them are properly supervised so that no damage is caused to the common property and no nuisance caused to other residents.

## **21. SETTLEMENT OF DISPUTES**

21.1 In the first instance any complaint by one resident against another should be the subject of polite personal communication between the parties concerned; there are really few complaints which cannot be resolved in this way. Only after the residents concerned have satisfied themselves, by reference to the relevant rules, that there are reasonable grounds to pursue the complaint, should any approach be made.

21.2 Should it emerge that the matter cannot be resolved, the complaint should then, and only then, be submitted in writing to the Manager. In the event that he is unable to resolve the dispute, it will be referred to the Management Association who will act as arbitrators.

21.3 Their decision given in good faith shall be regarded as final.

## **22. DOMESTIC STAFF**

22.1 No Domestic Staff may be accommodated in any part of a unit.

22.2 The Management Association is obliged to notify the local authorities of any known breach of any relevant Act or Health Regulations and may not knowingly be party to any such breach.

22.3 Prior to any domestic staff member being employed on the property he or she must be cleared by the Village Security Staff and all such employees shall be subject to the "security instructions" drawn up by the Village Security Staff.

22.3.1 Copies of such instructions will be handed to each employer and employee at the appropriate time.

22.3.2 One of the stipulations involves the issue of an ID Card to each employee.

22.3.3 These cards must be worn in such a manner as to be visible to Security Staff at all times whilst on the property.

22.4 The Management Association is responsible for the terms and conditions of employment of all staff on the common property and may delegate such responsibility to the Manager.

22.5 The cleaners and gardeners in the employ of the Body Corporate may not undertake private work for any resident unless specifically authorized by the employer concerned, to do so.

## **23. GENERAL**

23.1 No burglar alarms may be installed in any Unit unless specifically authorized in writing by the Management Association.

23.2 No weapons or airguns may be fired on the common property.

23.3 Private braais or functions should not cause annoyance to other residents.

23.4 The Management Association or its agents or representatives shall not be liable or responsible in any manner whatsoever for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

23.5 Moving of furniture or any heavy or bulky articles in the lifts, if any, should be by prior arrangement with on-site management who can assure that the lift car is properly cleared to prevent any possible damage.

## **24. LETTING OF A UNIT**

No letting of a Unit shall be permitted save with the prior written consent of the Management Association and subject to such conditions as it may specify.

## **25. ENFORCEMENT OF CONDUCT RULES**

25.1 It is hoped that these Conduct Rules are sufficiently free from constraint to insure that all residents will, without complaint, accept and abide by them. Unfortunately, it is possible that there will be a few who feel rules are made to be ignored, and this clause is intended for them.

25.2 The rules probably most frequently broken are:

25.2.1 controlling pets within the restrictions laid down, pet fouling common property or barking or howling at inconvenient hours;

25.2.2 speeding on roadways; this is not only inconsiderate but also dangerous; and

25.2.3 sounding car hooters within the boundary walls to attract attention.

25.3 The Management Association reserves the right to take such actions as may be required to enforce compliance with these rules. Such action may include, inter alia :-

25.3.1 publishing the name of the offender;

25.3.2 applying relevant regulations and by-laws which include laying of charges for public nuisance; and

25.3.3 denying voting rights to persistent offenders.

25.4 It is emphasized that the Management Association will consider strict enforcement of these rules as a last resort against those offenders who consistently ignore appeals and thereby show an unacceptable disregard for other residents offended by their conduct.

## **26. SUBCOMMITTEE**

26.1 The Management Association may and shall, if required to do so by the Body Corporate in general meeting, establish such subcommittees as are deemed necessary to assist them in the discharge of their responsibilities for the protection and furtherance of the interests of the residents of the Village.

26.2 In each instance the Body Corporate shall set out the tenure of office, functions, power and duties of such committees.

## **27. HOUSE RULES**

The Management Association may from time to time make such House Rules as are deemed necessary and desirable for the general well-being of residents, *inter alia*, those relating to the use of the swimming pool, surrounding areas and other recreational and exercise facilities.