

# CONDUCT RULES

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

*For the Use and Enjoyment of  
the Sections and Common Property of*

*Mataffin Macadamia*

## SECTIONAL TITLE SCHEMES:

Mataffin Macadamia One - SS 37/2014;  
Mataffin Macadamia Two - SS 38/2014; Mataffin Macadamia  
Three - SS 87/2014; Mataffin Macadamia Four - SS 31/2016;  
and Mataffin Macadamia Five - SS 10/2017, and  
other schemes in the assisted living section of the  
Mataffin Macadamia Village, still to be registered.

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## PRELIMINARY

### A. RECORDAL

- (1) The Care Centre has been established by the developers and is run by the Macadamia Care Centre to provide various levels of assistance and health care to members living in the assisted living section of the Mataffin Macadamia Village.
- (2) It is recorded that the Care Centre is located within the Mataffin Macadamia Village as governed by the Mataffin Macadamia Home Owners Association RF NPC, its MOI and the house rules as approved by its members and as amended from time-to-time.
- (3) As such the MOI and house rules stipulate the general constitutional and ideal behavioural guidelines and rules for all those within the village including for those of the sectional title sections of the village.
- (4) Therefore the MOI and house rules apply *mutatis mutandis* to the trustees, employees and residents of the sectional title sections, Care Centre and these conduct rules sets out the provisions that specifically applies to the residents of the assisted living sectional title sections.

### B. APPLICABILITY

- (1) These conduct rules, the provisions of Management Rule 68, and of Section 44 of the Sectional Titles Act, No 95 of 1986, as amended from time to time, are applicable to and binding upon the trustees, the manager (if so contracted), the managing agent (if so contracted), and all owners residents and employees.
- (2) It shall be the responsibility of an owner to ensure compliance with these Rules by the tenant (lessee) or the occupier of his section, including, his or their employees and contractors, visitors (guests) and family members.
- (3) It is the duty and responsibility of each resident to ensure that he/she obtains a copy of the most recently approved MOI, house rules and conduct rules. Should there be a change to the MOI, house rules and/or conduct rules the trustees of the body corporate will inform the residents accordingly.
- (4) An owner is strictly liable for payment in respect of any damages caused by and for any penalty imposed on him or on any person referred to in clause (1).

### C. INTERPRETATION

- (1) Bar any definitions set out herein, terms used herein shall have the meaning as set out in the house rules.
- (2) Unless specifically stipulated, should there be any inconsistency between the provisions of these conduct rules and the house rules, the provisions of the house rules shall prevail.
- (3) The Board process and legalities and penalty clauses as contained in the house rules shall be read to be the Trustee process and the trustees shall have the powers as contained in the legalities and penalty clauses.

- (4) The clause headings are for convenient reference and shall be disregarded in constructing these conduct rules.
- (5) Unless the context clearly indicates a contrary intention:-
  - (a) The singular shall include the plural and vice versa; and
  - (b) A reference to any one gender shall include the other genders; and
  - (c) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- (6) Words and expressions defined in the Sectional Titles Act, No 95 of 1986 and annexures thereto, shall, in all conduct rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
- (7) When any number of days is prescribed in these conduct rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- (8) Where numbers are expressed in words and in numerals in these conduct rules, the words shall prevail if there is any conflict between the two.

#### D. DEFINITIONS

In the conduct rules the following terms shall, unless the context otherwise requires, have the meanings hereafter assigned to them:

- (1) **“conduct rules”** means these rules as set out herein as amended from time-to-time, governing the conduct of the residents;
- (2) **“resident”** means the meaning ascribed to it as in the house rules and including occupier;
- (3) **“section”** means a portion of the sectional title scheme as occupied by a resident;
- (4) **“house rules”** means the house rules of the Mataffin Macadamia Home Owners Association;
- (5) **“Care Centre”** means the Care Centre situated in the Mataffin Macadamia Village and run by Macadamia Clinic (Pty) Ltd.

#### E. DIRECTIVES

- (1) The trustees may from time to time issue Directives in connection with any Conduct Rule.
- (2) The Directives shall not be in conflict with any Management or Conduct Rule.

- (3) The Directives shall provide direction as to the practical application of a Conduct Rule. The trustees may through their Directives regulate, guide and clarify practical matters pertaining to a Conduct Rule. The trustees are not authorised to create further conduct rules through their issuing of Directives.

#### **F. GUIDELINES**

- (1) Subject to the aesthetic rules and approval process contained in the house rules required to be adhered to by all residents, including the Care Centre, the trustees shall from time to time prepare and revise guidelines in respect of alterations or additions referred to in Conduct Rule 4. The guidelines may contain specifications and sketch plans as to the nature, design, material, colour and manner of installation required in respect of alterations or additions to ensure uniformity of construction.
- (2) Unless the existing guidelines were approved by ordinary resolution taken by the majority of members at the meeting at which these conduct rules were adopted, the guidelines shall be so adopted at the first subsequent annual general meeting.
- (3) At every subsequent annual general meeting any amendments proposed by the trustees shall be tabled for consideration and approved by the majority of members by ordinary resolution, with or without amendment.
- (4) The guidelines shall, by virtue of these conduct rules, be binding upon owners and occupiers and shall be strictly adhered to by them.

**CONDUCT RULES****(Section 35 (2) (b) of the Sectional Titles Act No 95 of 1986)****1. PETS**

- 1.1. An owner or resident shall not keep any carnivorous or canine animal, insect or reptile in a section or on the common property.
- 1.2. Upon the breach of, or non-compliance with this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Conduct Rule 16.
- 1.3. In suitable circumstances, the trustees may apply to a Court having jurisdiction, for an order or interdict for the removal of the animal, insect or reptile from a section or the common property, and the owner of the relevant section shall be liable for such costs as are referred to in Management Rule 31(5), relating to the application.
- 1.4. An owner or resident of a section shall not without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any bird or fish in a section or on the common property.
- 1.5. When granting such approval the trustees may prescribe any reasonable conditions.
- 1.6. The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of clause 1.5 above.

**2. REFUSE DISPOSAL**

- 2.1. An owner or resident of a section shall:-
  - 2.1.1. Ensure that before refuse is placed in the refuse bin it is securely wrapped in a suitable strong plastic bag, and in the case of tins or other containers, completely drained, before it is placed in such plastic bag and such refuse bin;
  - 2.1.2. For the purpose of having the refuse collected, place such plastic bag within the refuse bin.
- 2.2. An owner or occupier shall not allow any refuse for the disposal of which he is responsible, to remain in any entrance or passage, staircase or any other part of the common property.
- 2.3. An owner or occupier of a section shall comply with any other Directives issued by the trustees regarding refuse disposal.

Upon the breach of, or non-compliance with, the provisions of this Rule, the owner of the relevant section may become liable for a fine imposed in terms of Conduct Rule 16.

### 3. PARKING AND DRIVING OF VEHICLES

- 3.1. No owners or occupier shall park or stand any vehicle upon the common property outside of his/her allocated parking area or permit or allow any vehicle under the control of a visitor to be parked or stood upon outside of the visitors designated parking area on the common property, without the consent of the trustees in writing.
- 3.2. Trucks, caravans, trailers, boats or other heavy vehicles may not be parked on the common property without the prior written consent of the trustees.
- 3.3. All Owners and occupiers shall:-
  - 3.3.1. Observe all road signs on the common property;
  - 3.3.2. Ensure that they do not exceed a speed of 15 (fifteen) kilometers per hour when driving their vehicles on any part of the common property;
  - 3.3.3. Ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property including the exit and entrance gates. Non-compliance shall be subject to the imposition of a fine in terms of Conduct Rule 16;
- 3.4. Owners or occupiers shall not:-
  - 3.4.1. Drive their vehicles within the common property in any manner that creates a nuisance;
  - 3.4.2. Allow any unlicensed person to drive any vehicle within the common property;
  - 3.4.3. Be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section;
  - 3.4.4. Be allowed to reside or sleep in a vehicle, garage or any part of the common property;
  - 3.4.5. Be allowed to play music in excess of 7 decibels above the ambient sound from a stationary vehicle.
  - 3.4.6. The parking of vehicles within a section or upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his or her vehicle having been parked on the common property.
  - 3.4.7. An owner or resident shall comply with any further Directives issued by the trustees in respect of this Conduct Rule.
  - 3.4.8. The trustees may in accordance with Conduct Rule 16.2 cause to be removed or towed away, or its wheels to be clamped, at the risk and expense, including payment of a release penalty to be determined by the trustees from time to time, any vehicle parked, stood or abandoned in contravention of these conduct rules.



- 3.4.9. Notwithstanding the provisions of clause 3.4.8, an owner or resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms thereof, shall be subject to the imposition of a fine in terms of Conduct Rule 16.

#### **4. DAMAGE, ALTERATIONS AND ADDITIONS TO THE COMMON PROPERTY AND STRUCTURAL ALTERATIONS TO THE INTERIOR OF SECTIONS**

##### **4.1. MINOR ALTERATIONS**

- 4.1.1. As far as minor alterations, fixtures or additions are concerned, an owner, lessee or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 4.1.2. Notwithstanding clause 4.1.1, an owner or person authorized by him or her, may install:-
- 4.1.2.1. any locking device, safety gate, burglar bars, or other safety device for the protection of his or her section; or
- 4.1.2.2. any screen or other device to prevent the entry of animals or insects; provided that the trustees have first approved the nature and design of the device and the manner of its installation.
- 4.1.3. An owner or person authorized by him or her shall not construct, attach to, fix to any part of the exterior buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to radio aerials, television aerials, satellite dishes, solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items without the prior consent of the trustees, who may attach reasonable conditions to their consents.
- 4.1.4. A request for the trustees' consent or approval contemplated in clauses 4.1.1, 4.1.2 or 4.1.3, must be made in writing to the trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.
- 4.1.5. The trustees' consent for such structures as contemplated in clause 4.1.3 may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the owner is responsible for the immediate removal of the items, at his or her own cost. Should an owner fail to remove such item and any such failure persists for a period of 30 (thirty) days after written notice to remove given by the trustees or the managing agent on their behalf, the trustees may have some removed at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.

## 4.2. STRUCTURAL ALTERATIONS

- 4.2.1. Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:-
- 4.2.1.1. compliance with all relevant provisions of the Sectional Titles Act, No 95 of 1986 and the conduct rules;
  - 4.2.1.2. obtaining the written approval of the local authority, if applicable; and
  - 4.2.1.3. obtaining the written consent of the trustees, which may be accompanied by conditions, and which consent may only be given if the Board of the Mataffin Macadamia Home Owners Association has provided their written consent.
- 4.2.2. All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority.
- 4.2.3. Whereas an owner may affect alterations to the interior of his or her section, no work may be done to weight-bearing walls without the written consent of the trustees, who may impose conditions.
- 4.2.4. In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees, involves structural alterations or additions to a section, including the removal, creation, or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:-
- 4.2.4.1. A written application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, to obtain their provisional consent.
  - 4.2.4.2. The trustees may grant provisional consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions. The trustees may request that a report by a structural engineer or architect be furnished.
  - 4.2.4.3. If provisional consent is given, the owner must proceed to have building plans prepared and approved by the local authority (if required), and which may not deviate from the sketch plan.
  - 4.2.4.4. Before final approval, the owner must canvass the comments of immediate neighbours, and submit it to the trustees for consideration
  - 4.2.4.5. A copy of the approved building plan, or proof that a building plan is not required, must be submitted to the trustees.
  - 4.2.4.6. If considered necessary by the trustees, they may consult an architect, engineer, legal advisor or other professional consultant, regarding the proposed alterations.

- 4.2.4.7. Within 14 (fourteen) days of obtaining all the required information and advice, the trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions.
- 4.2.4.8. A deposit as determined by the trustees from time to time, shall be payable by the owner, before work may commence.

### **4.3. INTERNAL ALTERATIONS**

- 4.3.1. In addition to any other relevant provisions, the following provision shall apply in respect of any work which involves any internal refurbishment, renovation or redecoration of a section which affects the internal walls, ceiling, foundation or sanitary ware:-
  - 4.3.1.1. An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the trustees, in order to obtain their consent to proceed.
  - 4.3.1.2. The trustees shall, within 14 (fourteen) days, convey their consent to proceed, with or without conditions and or Directives as to access and the maintenance of security, to the owner, or inform him or her why such consent cannot be given. An owner may not proceed with the work without such consent.

### **4.4. ALL ALTERATIONS**

- 4.4.1. In respect of all work done at the instance of an owner of a section, the following shall apply:-
  - 4.4.1.1. The owner shall liaise with the trustees concerning all aspects of the daily building operations, including the security measure applicable, the vehicles to be allowed on the premises, the use of outside building hoists or block and tackle gear, and the temporary storage of building material and machinery on the premises. The owner shall furnish the trustees, managing agent or manager with the contact details of all contractors who intend to enter the premises;
  - 4.4.1.2. The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the Guidelines;
  - 4.4.1.3. All doors, including garage doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building or common property;
  - 4.4.1.4. The owner accepts responsibility, and shall be liable to the body corporate (or owners, as the case may be), for any damage caused by him or her, his or her workmen, or contractors, to the common property or to other sections, and indemnifies the body corporate against such damage or any claims arising there from;

- 4.4.1.5. The electricity supply of the body corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner;
- 4.4.1.6. Any work done in pursuance of this Rule and involving noise must be done on weekdays during the hours 08h00 to 17h00, not at all on Saturdays or Sundays or proclaimed public holidays;
- 4.4.1.7. Any work done in pursuance of this Rule must be done with the minimum of discomfort, disturbance, obstruction, and nuisance to other occupiers and must be concluded as expeditiously as possible, within the time frame specified, if any. Any rubble or other building material, tools or equipment shall be removed from the common property or any part of a section as soon as possible or within such reasonable time as determined by the trustees;
- 4.4.1.8. Any deposit payable in terms of this Rule, to the trustees or any person designated by them, shall be paid before commencement of work and shall be repayable 60 (sixty) days after completion, subject to any deductions made by the trustees. The deposit shall be placed in an interest-bearing account, accumulating interest on behalf of the owner;
- 4.4.1.9. All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand and, if unpaid, trustees may deduct such items from the owner's deposit and/or add the amount to his or her levy account;
- 4.4.1.10. The owner must ensure that his or her workmen and contractors comply with the relevant provisions of this Rule.
- 4.4.2. In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture or addition.
- 4.4.3. If any work done by or on behalf of an owner in pursuance of the provisions of this Rule results in expenses being incurred by the body corporate, whether it be by obstructing the employees or contractors in the performance of their work, or in any other manner, the owner concerned shall be liable for payment of such expenses, which may be added to his or her levy account.
- 4.4.4. Any alteration, improvement, fixture or addition or similar item made or installed by an owner in terms of this Rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition, at his or her own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

- 4.4.5. For the purposes of this Rule, the trustees shall have the discretion to decide what constitutes a 'minor alteration', 'structural alteration' or 'internal alteration' subject to any Directives that may be given by members at a general meeting, by majority vote.
- 4.4.6. If an owner (or person authorized by him or her) effects any work referred to in this Rule without obtaining the trustees' consent, or fails to comply with the imposed conditions, or to conform to the Guidelines or required quality and appearance, or should an owner in any other way contravene any clause, the trustees may request an owner to remove such structure at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition and any such failure persists for a period of 30(thirty) days after written notice given by the trustees, the trustees may affect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from.
- 4.4.7. Notwithstanding the provisions of clause 4.4.6, an owner or resident who is in breach or fails to comply with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 16 .
- 4.4.8. Any consent granted by the trustees in terms of this rule will be placed on the agenda and disclosed at the following annual general meeting as well as any amendments to or further guidelines as a consequence thereof.

## **5. APPEARANCE FROM THE OUTSIDE AND OBSTRUCTIONS TO THE COMMON PROPERTY**

- 5.1. The owner or resident of a section shall not place or do anything on any part of the common property, or a section, including but not limited to balconies, patios, verandahs and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside section.
- 5.2. Owners and occupiers shall ensure that sections are provided with adequate curtaining or blinds at all times within 7 (seven) days of taking occupation
- 5.3. No tinted glass windows may be installed or used in any residential section or exclusive area.
- 5.4. No items may be hung over walls, windows, in corridors or on any part of the building or the common property so as to be visible to the public or other occupiers.
- 5.5. Owners or occupiers may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings, and stairwells must be kept clear at all times.
- 5.6. Notwithstanding clauses 5.1 , 5.3 and 5.4 an owner or resident may, with the prior written consent of the trustees place, store or leave any object on a part of the common property, or allow or permit it to be so placed, stored or left.
- 5.7. No person may place, store or leave a bicycle on any part of the common property, except with the written consent of the trustees.
- 5.8. The trustees may issue further Directives pertaining to this Rule.

- 5.9. Should an owner or resident place, do or store anything contrary to this rule, the trustees may require an owner to remove such object in accordance with Conduct Rule 16.3.
- 5.10. Notwithstanding the provisions of clause 5.9, an owner or resident who is in breach or non-compliance with the provisions of this Rule, or any Directives issued in terms hereof, shall be subject to the imposition of a fine in terms of Conduct Rule 17.

## **6. SIGNS AND NOTICES**

- 6.1. No owner or resident of a section, used for residential purposes, shall place any sign, notice, flag, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.
- 6.2. The trustees may remove sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonable required, will be effected at the risk and cost of the owner and such owner and/or resident shall have no claim against the body corporate or the trustees as a result of their functions performed in terms of this provision.

## **7. LITTERING**

- 7.1. An owner or resident of a section shall not deposit, throw or permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 7.2. In particular, an owner or resident of a section may not throw any material or object out of window or over passage walls.
- 7.3. An owner or resident shall remove all items when clearing his post-box and shall dispose of any unwanted items in a suitable refuse container.

## **8. LAUNDRY**

- 8.1. A laundry service is provided by the Care Centre and included in the Care Centre levy.
- 8.2. An owner or resident of a section shall not, without the consent in writing of the trustees, erect his or her own washing lines, nor hang any washing or laundry or any other items in windows or on any part of the building or the common property so as to be visible from the outside the buildings or from any other section.

## **9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS**

- 9.1. Any owner or resident shall not store any material, or do or permit or allow to be done, any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance effected over the property.

## **10. SELLING, LETTING AND OCCUPANCY**

- 10.1. The concept of the village imposes certain restrictions on the manner in which Estate Agents may operate therein. In order to ensure that the regulations contained in the MOI and the conduct rules are made known to prospective new residents, the following house rules relating to the sale of units shall apply:

- 10.1.1. Should an owner wish to sell a unit and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the buyer is informed of and receives a copy of the MOI and conduct rules. These documents shall be attached as an annexure to any deed of sale.
- 10.1.2. Should an owner wish to sell a unit, the prospective purchaser will be required to make payment to the Body Corporate of a "buy-in levy" calculated at 1% of the gross purchase price of the property with a minimum of R10,000.00, which buy-in levy may be amended from time to time by the Association (MMHOA). Two thirds of the buy-in levy paid to the Body Corporate will be retained by the Body Corporate and one third paid across to the Mataffin Macadamia Home Owners Association (MMHOA) within 7 days of receipt. In the event of a repossession and resale of the property by the purchaser's bank, clause 10.1.2 will not apply.
- 10.2. Should a member wish to lease a unit and require the assistance of an Estate Agent, only an Estate Agent registered with both the Estate Agents Affairs Board and the association may be selected. The registered agent and the member must ensure that the tenant is informed of and receives a copy of the conduct rules. These documents shall be attached as an annexure to the lease agreement.
- 10.3. Agents may only operate on a "by appointment" basis, and must personally accompany a prospective purchaser or lessee. Agents are not permitted to have "show houses" in the village and/or to erect any "for sale" or "to let" signage boards, without the prior written permission of the board.
- 10.4. Any lease agreement for a unit in the assisted living section of the village shall contain a provision to the effect that the tenants have agreed to a compulsory interview with the Care Centre operator before they take occupation. At this interview the services as offered by the Care Centre operator and the terms and conditions for the use thereof will be brought to their attention and explained, should these services be required at any time during the lease agreement.
- 10.5. All residents of sections and other persons granted rights of occupancy by any owner of a section are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.
- 10.6. No owner or resident of a section shall allow more persons to reside in a section at any one time than as set out below:
- 10.7. 2 (two) adults, one being over the age of 49 years
- 10.8. Notwithstanding clause 10.7, with the prior written consent of the trustees, which may not be unreasonably withheld, an additional person or persons may be allowed to reside in a section temporarily, but not for a period of more than 14 (fourteen) days at a time and not for an aggregate period of more than 28 (twenty eight) days in any calendar year.
- 10.9. An owner who concludes a lease agreement in respect of his or her section shall supply the trustees, manager or managing agent with the name and contact details of the tenant or lessee.

- 10.10. An owner shall notify the manager, managing agent or trustees forthwith in writing of any change of ownership in, or occupation of his section, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner, and of any mortgage of or other dealing in connection with his or her section.
- 10.11. No form of “time-sharing” or any similar arrangement whereby a person other than the owner, his immediate family or his tenant may utilize a section for a specified period or periods of time may be concluded in respect of a section.

## **11. ERADICATION OF PESTS**

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

## **12. USAGE OF SECTIONS, EXCLUSIVE USE AREAS, COMMON PROPERTY AND RELATED MATTERS**

- 12.1. Except for a sale in execution of a section, no auction, or similar sales or exhibitions, shall be held on the common property or in a section, nor may a residential sections be used for any professional, commercial or industrial purpose whatsoever.
- 12.2. A resident will be responsible for adequate supervision of his or her children, or children of their visitors, and shall foresee that no nuisance is caused or common property damaged.
- 12.3. No ‘quad-bikes’, carts, scooters or motorbikes may be used on the common property for recreational purposes.
- 12.4. No ball games may be played on the common property.
- 12.5. The throwing of stones or other solid objects on the common property is prohibited.
- 12.6. In the event of damage of whatsoever nature being caused to the common property, including exclusive use areas, by an owner or resident or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 12.7. All persons on the common property or using any of it’s facilities or services are there and do so entirely at their own risk, and no person shall have any claim against the body corporate whatsoever of nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common property, it’s amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate employees, agents or contractors.



- 12.8. The body corporate or its agent's representatives shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 12.9. The transportation or moving of any furniture or heavy or bulky goods is the responsibility for the owner, occupier, or lessee and the repairing of any damage to any section or part of the common property as a result of such activity shall be that of the owner concerned (who will be responsible for his lessee or occupier).

### **13. NOISE, DISTURBANCE AND NUISANCE**

- 13.1. No owner, lessee or occupier may permit anything to be done in his or her section, exclusive use area or in the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow his or her children or visitors to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of other occupiers.
- 13.2. All owners and occupiers shall maintain quietness between 22h00 and 07h00.
- 13.3. At all times other than as referred to in clause 13.2, all television, radio and other appliances emitting sound, including musical instruments, should be kept at audio levels which are within 7 decibels of the ambient sound.
- 13.4. The horns of motor vehicles may not be sounded at any time on the common property, except as a warning of imminent danger in the case of an emergency.
- 13.5. No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in sections or any part of the common property without the written permission of the trustees.
- 13.6. No firearms will be permitted in any of the sections unless an owner and/or resident has applied to the Body Corporate with proof of a valid firearms license and a competency certificate, and approval has granted by the Trustees of the Body Corporate on the basis that the owner/resident has signed a declaration undertaking to store the firearm in a safe and comply with the sections of the relevant legislation.
- 13.7. No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defense and related purposes.

### **14. SECURITY**

- 14.1. Owners and occupiers must at all times ensure that the security and safety of all owners, occupiers and their property are preserved, and in particular must-
- 14.1.1. ensure that upon entering or leaving the premises, all security doors and gates are properly closed;
- 14.1.2. ensure that such doors and gates are never opened for unknown or uninvited persons;
- 14.1.3. comply with any further security measures implemented by the trustees;

- 14.1.4. ensure that their guests, visitors, employees and contractors comply with the security measures implemented by the trustees.

## 15. INSURANCE

- 15.1. Any first loss that amounts to a body corporate insurance claim, on behalf of the owner of the section concerned, shall be for the account of the owner of the section.

## 16. CONTRAVENTION OF RULES

- 16.1. Should Conduct Rule 1 be contravened, the trustees may:-

- 16.1.1. impose a fine in terms of Conduct Rule 16, or

- 16.1.2. obtain an interdict, or

- 16.1.3. impose more than one of the options mentioned.

- 16.2. Should Conduct Rule 3 be contravened, the trustees may:-

- 16.2.1. arrange for the vehicle to be clamped, at the risk and costs of the owner thereof and/or person in control of the vehicle, or

- 16.2.2. arrange for a clamped vehicle to be released subject to the payment of a release fee, or

- 16.2.3. arrange for the vehicle to be removed at the risk and costs of the owner thereof and/or person in control of the vehicle, or

- 16.2.4. impose a fine in terms of Conduct Rule 16, or

- 16.2.5. obtain an interdict, or

- 16.2.6. impose more than one of the options mentioned.

- 16.3. Should conduct rules 4 or 5 be contravened, the trustees may:-

- 16.3.1. Request an owner to remove such structure or object at his or her own cost. Should an owner fail to remove or cause the removal of and/or restitution of any alteration, improvement, fixture or addition (structure or object) and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may affect such removal and/or restitution at the risk and expense of the owner concerned, who shall have no recourse against the body corporate or its trustees, employees or contractors for any damage resulting there from, or

- 16.3.2. impose a fine in terms of Conduct Rule 16, or

- 16.3.3. obtain an interdict, or

- 16.3.4. impose more than one of the options mentioned.

- 16.4. Should any other Conduct Rule be contravened the trustees may:-

- 16.4.1. impose a fine in terms of Conduct Rule 16, or

16.4.2. obtain an interdict, or

16.4.3. impose more than one of the options mentioned.

## **17. IMPOSITION OF PENALTIES**

17.1. If the conduct of an owner or an occupier of a section or his visitors or guests constitutes a nuisance in the opinion of the trustees, or if an owner, occupier, or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the trustees may furnish the owner and occupier with a written notice which may at the discretion of the trustees be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine, will be imposed on the owner of the section.

17.2. If the owner or resident nevertheless persists in that particular conduct or in the contravention of that particular Rule, the trustees may convene a meeting of trustees to discuss the matter and to impose a fine.

17.3. A written notice, by which the alleged offender (whether owner or resident), is informed of the purpose of the meeting and invited to attend, must be sent to the owner and occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or resident must be given the opportunity to present his or her case, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.

17.4. After the owner or resident has been given the opportunity to present his case, the members of the sub-committee appointed by the trustees may by way of a unanimous resolution (100% of the members present at the meeting with a minimum of two sub-committee members), impose an initial penalty or suspension for the first offence and a subsequent penalty or suspension for every identical offence thereafter.

17.5. Any fine imposed in terms of clause 17.4, may if it is not paid within 14 (fourteen) days after the offender has been notified of the imposition of the fine, be added to the contribution which an owner is obliged to pay in terms of s 37(1) of the Act and claimed by the trustees as part of the monthly installments payable by the owner.

17.6. The body corporate may, from time to time, determine the amount of the initial and subsequent penalties and periods of suspension, which amount should be confirmed at the next general meeting.

## **18. FIRE FIGHTING**

18.1. No resident is permitted to use any fire-fighting equipment for any purpose other than to fight fires.

## **19. COMPLAINTS**

19.1. All complaints, requests and suggestions must be made in writing to the managing agent, for their consideration at trustees' meetings.

## **20. RELAXATION OF RULES**

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

## **21. CARE**

- 21.1. The Care Centre reserves the right to allow younger residents who are in their opinion handicapped or in need of services rendered by the Care Centre, to be admitted.
- 21.2. The Care Centre will be the sole provider of nursing care for all apartment residents. Casual nursing and care workers will not be permitted on the property. Any exceptions to this must be authorized by the Matron in writing.
- 21.3. The Care Centre reserves the right of acceptance of any applicant into the apartments. All applicant residents will be interviewed by Care Centre management. Documentation including an application form, medical report, assessment form etc. must be completed prior to acceptance. If the applicant is accepted, a service agreement will then be signed by both parties detailing level of care and payment therefore. This will normally be in line with the standard levels of service and levies offered but can include additional services / charges according to the needs of the resident.
- 21.4. When an existing apartment resident requires additional medical care, the resident will be obliged to complete the Care Centre's application form including obtaining a full medical report. Macadamia will assess these documents together with the Medical Practitioner. The residents' condition will be appropriately categorized and a fee agreed for the service required. Charges will from time to time be increased as a result of inflation or extra services due to a decrease in the residents' health.
- 21.5. When an apartment resident is in need of medical care which cannot be reasonably provided in the apartment, in consultation with the resident, medical practitioner and family, Macadamia nursing management will move the resident from the apartment to a more appropriate facility in the Care Centre. The cost of this will be determined at the time.

## **22. DOMESTIC HELP**

- 22.1. No outside domestic help or any other regular assistance from outside the village will be permitted without the written consent of Macadamia Care Centre. Consent will only be granted in extraordinary cases.
- 22.2. Any such domestic help will be subject to the management of the Care Centre Matron.

## **23. LEVIES**

- 23.1. The trustees may from time to time impose levies upon members for the purpose of meeting all the expenses which the body corporate has incurred or which the trustees reasonably anticipate the body corporate will incur in the attainment of its objects and the pursuit of its business.
- 23.2. The trustees shall not less than 30 days prior to the end of each financial year or as soon thereafter as is reasonably possible prepare and serve upon every owner at the address chosen by that owner a budget and estimate in reasonable detail of the amount which shall be required by the body corporate to meet its expenses during the following financial year, and shall specify separately any estimated deficiency as may result from

the preceding year. The trustees may include in such estimates an amount to be held in reserve to meet anticipated expenditure not of an annual nature.

- 23.3. Every annual levy shall be payable in equal monthly installments due in advance on the first day of each and every month. The levy can be paid by debit order or such other electronic payment method as may be determined by the body corporate from time to time.
- 23.4. In the event of the trustees for any reason whatsoever failing to prepare and serve the estimate referred to in article 23.2 timeously, every member shall, until service of such estimate, continue to pay the levy previously imposed and shall, after such estimate is served, pay such levy as may be specified in the notice referred to in article 23.2.
- 23.5. The trustees may, from time to time, impose special levies upon the members in respect of all such expenses, referred to in articles 23.1 and 23.2 which are not included in any estimate made in terms of article 23.2, and may, in imposing such levies, determine the terms of payment thereof.
- 23.6. The trustees shall be empowered in addition to such other rights as the body corporate may have in law as against its members to determine the rate of interest from time to time chargeable upon arrear levies provided that such rate of interest shall not be in excess of 500 basis points above the prime overdraft rate as charged by the body corporate's bankers from time to time.
- 23.7. Any amount due by an owner by way of levy and any interest thereon shall be a debt due by that member to the body corporate. Notwithstanding that a member may cease to be such, the body corporate shall have the right to recover arrear levies and interest from that member. Further, a member on ceasing to be such, shall have no claims whatsoever on any other monies held by the body corporate whether obtained by way of a sale of body corporate assets or otherwise.
- 23.8. A transferee of a section shall on becoming an owner be liable to pay the levy then attributable to that section.
- 23.9. The levy shall be calculated by dividing the total amount budgeted for the relevant period by the participation quota of each section.
- 23.10. The participation quota is defined as follows:
  - 23.10.1. The sum of the area of the owner's unit (excluding garages), patio, and courtyard as a percentage of the total area of all the registered units excluding garages but including their patios and courtyards.
- 23.11. Levies for enclosed garages, carports and shade net parking areas shall be treated in the following manner:
  - 23.11.1. Enclosed garages shall attract a levy equal to 50% of the levy calculated in accordance of the participation quota as per clause 23.10;
  - 23.11.2. Exclusive use carports shall attract a levy equal to 25% of the levy calculated in accordance of the participation quota as per clause 23.10; and
  - 23.11.3. Allocated shade net parking bays shall attract a monthly rental as determined in the approved budget for each year.

- 23.12. To the extent that the developer is an owner, the developer shall be liable for the levy in respect of that section on the same basis as other members, provided that the trustees shall be entitled to agree with the developer to accept payment of a capital sum or other services to the body corporate, in lieu of the payment of levies by the developer.
- 23.13. The trustees' decision in terms of article 23.9 shall be final and binding on the members.
- 23.14. An owner shall be liable for and shall pay all legal costs incurred by the body corporate in the enforcement against that member of the provisions of this Memorandum and/or the rules.
- 23.15. An owner shall not be entitled to withhold payment for any reason whatsoever of any amount payable by that member to the body corporate.
- 23.16. In the event an owner's section is vacant, the owner will still be obliged to pay the monthly levy and 50% of the compulsory Care Centre Levy.
- 23.17. The resident is responsible for the payment of the Care Centre levy as per the service agreement with the Care Centre entered into by the resident. The resident is also responsible for the payment of a month's deposit applicable to the level of service provided.