

HARTLAND RETIREMENT VILLAGE

CONDUCT RULES

SS NUMBER: _____

CSOS NUMBER: REG/24/WC/009623

Contents

1.	INTRODUCTION.....	4
2.	PURPOSES OF THE CONDUCT RULES	6
3.	DEFINITIONS AND INTERPRETATIONS.....	6
4.	QUALIFYING OCCUPANTS AND OCCUPATION OF UNITS	11
5.	HEALTH CARE FACILITY.....	12
6.	RESTAURANT AND MEALS	12
7.	DUTIES OF RESIDENTS	13
8.	KEEPING OF ANIMALS.....	16
9.	APPEARANCE FROM THE OUTSIDE.....	19
10.	BUSINESS PRACTICES.....	19
11.	ACCREDITED PROPERTY PRACTITIONERS	20
12.	LETTING OF UNITS	21
13.	GARDENS AND COMMON PROPERTY WATER	22
14.	DAMAGE OR ADDITIONS TO THE COMMON PROPERTY	24
15.	DOMESTIC AND CONTRACT WORKERS.....	25
16.	PAYMENT OF LEVIES.....	26
17.	ERADICATION OF PESTS.....	27
18.	FIRE PROTECTION AND RELATED EQUIPMENT.....	28
19.	ALTERATIONS, RENOVATIONS AND MAINTENANCE	29
20.	COMMUNAL SWIMMING POOL	30
21.	LIFESTYLE CENTRE	30
22.	LITTERING	31
23.	NOISE AND DISTURBANCE.....	31
24.	REFUSE REMOVAL	31
25.	SERVICE PROVIDERS	33
26.	SEWERS AND WASTE PIPES	33
27.	SECURITY	34
28.	CCTV SURVEILLANCE.....	34
29.	VEHICLES.....	35
30.	IRRIGATION, WATER TANKS AND PUMPS.....	38
31.	GENERATORS, GAS AND ALTERNATIVE POWER INSTALLATIONS	39
32.	SIGNS AND NOTICES.....	40
33.	MAINTENANCE.....	41
34.	LAUNDRY	41
35.	EMPLOYEES, VISITORS AND CHILDREN AND DEPENDENTS	42
36.	INDEMNITY	43
37.	HARTLAND HOMEOWNERS ASSOCIATION.....	44

38.	DISPUTE RESOLUTION, COMPLAINTS AND GRIEVANCES	44
39.	CONTRAVENTION OF CONDUCT RULES AND IMPOSITION OF PENALTIES.....	46
40.	CAREGIVERS.....	47
41.	FINE AND PENALTY TRANSGRESSION CHART ANNEXURE ‘A’	48

HARTLAND RETIREMENT VILLAGE - CONDUCT RULES

It is our pleasure to welcome you to the Hartland Retirement Village, a community designed to provide a comfortable and enriching lifestyle for our esteemed residents. As you embark on this new chapter, we are committed to ensuring that your time with us is filled with opportunities for personal growth, social engagement, and the pursuit of your passions.

At the Hartland Retirement Village, we have meticulously curated a range of amenities and services to cater to your every need. From the well-appointed communal spaces within the greater Hartland Lifestyle estate to the retirement lifestyle centre and care facilities. Our goal being to foster an environment that allows you to thrive and enjoy your retirement to the fullest.

We understand the importance of maintaining your independence while also providing a supportive network. Our dedicated team of professionals is here to assist you with any queries or concerns, ensuring that your transition to Hartland is seamless and stress-free.

We look forward to welcoming you to our community and witnessing the unique contributions you will make to enrich the lives of your fellow residents. Together, let us embark on this journey of fulfilment and create lasting memories in the comfort of the Hartland Retirement Village.

1. INTRODUCTION

- 1.1 The HARTLAND RETIREMENT VILLAGE, hereinafter referred to as (“HRBC”), is a sectional title development comprising residential and/or commercial sections within the prestigious HARTLAND LIFESTYLE ESTATE.
- 1.2 Each new arrival on the ESTATE, whether a new Member, a liferight holder, an Occupier, or a Member taking occupation of a Unit previously unoccupied, is obliged to attend a Welcome Meeting with the Estate Manager to ensure that all applicable forms and rules can be handed to the new resident, to assist them with connecting all services, and to answer any queries. The resident will sign receipt of all applicable documents at the said meeting.
- 1.3 The Developer of the HARTLAND LIFESTYLE ESTATE is Hartland Lifestyle Estate (Pty) Ltd with Registration Number 2013/197756/07, a private company registered in terms of the laws of South Africa and includes its successor in title or assigns.
- 1.4 The HARTLAND LIFESTYLE ESTATE HOMEOWNERS ASSOCIATION is a common law association with members, as defined in its CONSTITUTION, and is governed by its provisions.
- 1.5 HRBC acknowledges that all its owners are members of the ESTATE and are bound by its CONSTITUTION, CONDUCT RULES, rules and regulations imposed on all Residents from time to time.

- 1.6 The HARTLAND RETIREMENT VILLAGE CONDUCT RULES, as set out below, are not just guidelines, but binding on all members, life right holders, occupiers and any other person occupying any Section. These people are, in turn, responsible for ensuring that their family, invitees, staff, employees and contract workers comply with the CONDUCT RULES. This underscores the importance of these rules in maintaining the order and well-being of our community.
- 1.7 Should any of the provisions in the CONDUCT RULES be contravened by any member, life right holder or occupant, hereinafter referred to as Residents, their family, invitees, staff, and contract workers, the Trustees may, at their sole discretion, impose a fine in accordance with the “Fine and Penalty Transgression Chart” attached as “Annexure A” to the CONDUCT RULES. This underscores the seriousness of non-compliance and the importance of adhering to these rules for the well-being of our community.
- 1.8 Peaceful community living is achieved when Residents use and enjoy their sections and the common property by showing respect and consideration for their neighbours. Their neighbours show them the same respect and consideration. Compliance with the CONDUCT RULES is essential to achieve this.
- 1.9 In these CONDUCT RULES, a word or expression to which a meaning has been assigned in terms of the Sectional Title Schemes Management Act, No. 8 of 2011 (“Act”) shall bear the same meaning.
- 1.10 Notwithstanding how these CONDUCT RULES have been grouped or linked, each constitutes a separate and independent clause, distinct from the other provisions regarding all aspects thereof. Accordingly, should one or more clauses be declared unenforceable, all remaining provisions shall continue to be in full force and effect. The term “clause” shall include all sub-clauses or provisions of these CONDUCT RULES.

- 1.11 The HARTLAND RETIREMENT VILLAGE BODY CORPORATE'S *Domicilium Citandi et Executandi* (service address) shall be the address of the Managing Agent appointed from time to time.

2. PURPOSES OF THE CONDUCT RULES

The purpose of these CONDUCT RULES is to:

- 2.1 Control the behaviour of the scheme's Residents, staff, invitees and employees for the benefit of everyone on the premises.
- 2.2 Regulate the use and enjoyment of all amenities within the greater ESTATE.
- 2.3 Ensure that Residents of the scheme maintain a high standard of conduct.
- 2.4 Provide a flexible mechanism for adjusting the rules to meet the changing needs of the Hartland Retirement - community.

3. DEFINITIONS AND INTERPRETATIONS

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

- 3.1 "**Act**" means the Sectional Titles Schemes Management Act, No. 8 of 2011.
- 3.2 "**Adjudication Order**" means the order made and published by an adjudicator.
- 3.3 "**Alterations**" means any work done outside the unit involving structural alterations or additions to a section or unit, including the removal, creation, or modification of a wall or any structural part of the building. It shall also include any alteration, modification, or decorative work that affects the exterior appearance of a section or unit.
- 3.4 "**Amenities and Facilities**" refers to amenities and facilities situated within the Scheme for communal use by residents, such as the library, games room, TV Lounge, gym, restaurant, hairdressing salon, and Health Care Centre.
- 3.5 "**Apply**" means to paint, including to spray paint, draw, write, mark, engrave, etch, scratch, or otherwise affix to or express on any natural surface or man-

made surface, utilising any graffiti implement whatsoever, and "applying", "applied" and "application" have corresponding meanings.

- 3.6 **“Body Corporate”** means Hartland Retirement Village Body Corporate, Hartenbos, Western Cape, South Africa, and “HRBC” has a corresponding meaning.
- 3.7 **“By-law”** means any regulation made by the local council within the Municipal area of Mossel Bay.
- 3.8 **“Certificate of Compliance”** means a certificate of compliance issued by the electrical contractor regarding an installation or repairs made to the electrical installation of a unit or section.
- 3.9 **“Common property”** means all the parts of the land and buildings in the scheme that are not categorised as sections (or parts of sections) on the sectional plan.
- 3.10 **“Community Schemes Ombud Service Act”** means the Community Schemes Ombud Service Act, No. 9 of 2011, as amended from time to time, and any regulations made and in force thereunder.
- 3.11 **“Contractor”** means any artisan, builder, electrician, plumber or other person appointed by an owner or occupier to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor.
- 3.12 **“Debt Collectors Act”** means the Debt Collectors Act, No. 114 of 1998, as amended from time to time, and any regulations made and in force thereunder.
- 3.13 **“Deeds Office”** means the office responsible for registering, managing, and maintaining South Africa's property registry.
- 3.14 **“Developer”** means Hartland Lifestyle Estate (Pty) Limited with Registration Number 2013/197756/07, a private company registered in terms of the laws of

South Africa and includes its successor in title or assigns.

- 3.15 **“Development”** means the development known as Hartland Retirement Village situated within the Municipality and Division of Mossel Bay, Province of the Western Cape.
- 3.16 **“Erf”** means Erf in the Hartland Retirement Body Corporate, and “erven” shall bear the corresponding meaning.
- 3.17 **“Estate”** means the Hartland Lifestyle Estate, situated in the Municipality and Division of Mossel Bay, Province of the Western Cape.
- 3.18 **“Estate Manager”** means the Estate Manager appointed by the Developer or trustees from time to time.
- 3.19 **“Kitchen Facility Charge”** means a charge raised to ensure the viability of sustaining a kitchen service in the scheme.
- 3.20 **“Local Authority”** means the Mossel Bay Municipality, having jurisdiction over the Hartland Lifestyle Estate.
- 3.21 **“Management Rules”** means the Management Rules as per the Hartland Retirement Village Property Owners Association incorporating the amended Management Rules in compliance with Section 10(2)(a) and Rule 6(4)(b) of the Act.
- 3.22 **“Managing Agent”** means the person or a Property Practitioner, appointed by the ESTATE as an independent contractor from time to time, to manage and administer the affairs of the ESTATE conferred upon such Agent by the Board of Trustees of the ESTATE, provided that, if at any time there is no formally appointed Managing Agent then any reference to the Managing Agent shall be a reference to the Board of Trustees.
- 3.23 **“Motor Vehicle”** includes any motor car, truck, golf cart, motorcycle, or motor-driven scooter.
- 3.24 **“Occupiers”** means the owners or tenants legally occupying the sections with

their family members, co-occupants, or, where applicable, any other persons occupying a section.

- 3.25 **“Older Persons Act”** means the Older Persons Act, No. 13 of 2006.
- 3.26 **“Ombud”** means a person contemplated in Section 21(2)(a) of the Community Schemes Ombud Service Act, No. 9 of 2011.
- 3.27 **“Owner”** in relation to a unit or a section or an undivided share in the common property forming part of such unit means the person in whose name the unit is registered at a deeds registry in terms of the Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who has died, or the representative of an owner, who is a minor or of unsound mind, recognised by law, and “owned“ and “ownership“ have a corresponding meaning.
- 3.28 **“Participation Quota”** as determined in the Hartland Retirement Village Property Owners Association.
- 3.29 **"Penalties"** means a monetary fine imposed in accordance with the "Fines and Penalty Transgression Chart" as set out in “Annexure A” to the Conduct Rules, which amount that will be debited against a Member, upon the transgression by such Member, or any member of his or her household or his tenants or his contractors, visitors, agents and/or employees or a Resident of either a Rule of the Hartland Homeowners Association and/or the Hartland Retirement Body Corporate.
- 3.30 **“Pets”** means only small dogs
- 3.31 **"Plumber"** means a person who has passed a qualifying trade test in plumbing or has been issued with a Certificate of Proficiency for plumbing in terms of the Manpower Training Act, No. 56 of 1981 as amended, or holds such other qualification as may be required under the South African Qualifications Authority Act, No. 58 of 1995.

- 3.32 **“Estate Agent”** means a property practitioner who holds a valid Fidelity Fund Certificate issued by the Property Practitioners Regulatory Authority under the provisions of the Property Practitioners Act, No. 22 of 2019.
- 3.33 **“Residents”** means members and/or life right holders and/or occupiers of Units of the Scheme.
- 3.34 **“Renovations”** means any internal redecoration or refurbishment of the existing decor of an interior unit or section, including the replacement, removal, or creation of internal fittings.
- 3.35 **“Retirement Act”** means the Housing Development Schemes for Retired Persons Act, No. 65 of 1988.
- 3.36 **“Road(s)”** means the internal road Erven in the ESTATE and which are registered or are to be registered in the name of the ESTATE or which are the responsibility of the ESTATE.
- 3.37 **“Section”** means a Section shown as such on a sectional plan.
- 3.38 **“Special Resolution”** means a resolution passed by at least 75% calculated both in value and in number, of the votes of the members of a body corporate who are represented at a general meeting, or agreed to in writing by members of a body corporate holding at least 75% calculated both in value and in number, of all the votes;
- 3.39 **“Trustee”** means the elected representatives of the scheme and includes an alternative trustee.
- 3.40 **“Trustee Committee”** means the Trustee Committee as the duly elected representatives of HRBC appointed in terms of the Act.
- 3.41 **“Trustees Resolution”** means a resolution passed by the majority of the Trustees.
- 3.42 **“Unit”** means a section together with an undivided share in the common property.
- 3.43 **“Visitors”** means any person who is present on ESTATE premises as a guest,

employee, contractor, or member of the owner or his lessee's family and who is not a Resident.

- 3.44 **“Welcome Meeting”** means the meeting held between new Residents and the Estate Manager prior to new Residents taking occupation of a Unit in the ESTATE.

Words importing -

- The singular number only shall include the plural, and the converse shall also apply.
- The masculine gender includes the feminine and neuter genders, and the neuter gender includes the masculine and feminine genders.
- Natural persons include created persons (corporate and unincorporated) and *vice versa*.
- Words and expressions used shall bear the meaning assigned to them in the Act.

4. QUALIFYING OCCUPANTS AND OCCUPATION OF UNITS

- 4.1 HRBC requires that only persons 50 (fifty) years and older 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 or partners qualifies in terms of this provision, both parties shall qualify.
- 4.2 All residential Units shall be made available for occupation by retired persons only, as defined in the Housing Development Schemes for Retired Persons Act, 65 of 1988. This means that should a Unit be sold to a person or persons younger than 50 (fifty) years or to a company, close corporation, or trust, it may only be occupied by retired persons as stipulated in provision 4.1.
- 4.3 The Unit may not be used or occupied by more than 2 (two) persons per bedroom at any time unless prior written consent has been obtained from the ESTATE or

HRBC, in accordance with National Building Regulations, the “SABS Code 0400 of 1990”, and the City of Cape Town Environmental Health by-law (30 June 2003).

5. HEALTH CARE FACILITY

- 5.1 The Developer shall erect and complete the Health Care Facilities at its own cost, and any part thereof may be located in a separate cadastral dwelling/s and will remain the sole ownership of the Owner or its successors in title.
- 5.2 Residents will have facilities such as 24 (twenty-four) hour medical emergency response (telephone or remote control). Please note that the Care Centre’s priority will be admitting patients, and Residents must keep this in mind and be considerate when calling the care facility staff for telephonic assistance.
- 5.3 Developer will enter into a Service Provider Agreement with an Health Care Operator to manage and control the Health Care Facilities. The use and enjoyment of the Health Care Facilities will at all times be subject to the terms and conditions of the said Service Provider Agreement. The Health Care Operator shall deliver all services incidental to the Health Care Facilities for assisted living and frail care on a fee-for-service basis.
- 5.4 The member and or the Life Right Holder and/or the occupier hereby indemnifies and holds harmless the Owner, the Hartland Retirement Village Body Corporate and their officers, representatives, agents and contractors against any claim by any person admitted to the Health Care Facilities who suffers any injury (including death) or loss or damage to property, on or at the Health Care Facilities, or as a result of any event occurring or treatment or service provided at any of the Health Care Facilities

6. RESTAURANT AND MEALS

- 6.1 The rules, regulations, management and operation of any restaurant and or

catering facility shall be determined by the operator to be appointed in due course.

7. DUTIES OF RESIDENTS

As determined by the Act:-

A Resident shall:

- 7.1 Permit any person authorised in writing by the ESTATE, the Estate Manager and HRBC, at all reasonable hours on notice (except in case of emergency, when no notice shall be required), to enter his Section or exclusive use area to inspect it and maintain, repair, or renew pipes, wires, cables, and ducts existing in the Section and capable of being used in connection with the enjoyment of any other Section or common property, or to ensure that the provisions of the Act and the Conduct Rules are being observed.
- 7.2 Forthwith, carry out all work that any competent public or Local Authority may order in respect of his Section, other than such work as may be for the benefit of the building generally, and pay charges, expenses, and assessments that may be payable in respect of his Section.
- 7.3 No Resident shall deny the Trustees, the Managing Agent, the Estate Manager, and their employees or nominees' access to any premises, domestic quarters, or other part of the building which the Resident is entitled to occupy for the purpose of the inspection.
- 7.4 Use and enjoy the common property so as not to unreasonably interfere with the use and enjoyment of other persons lawfully on the premises.
- 7.5 Protruding air-conditioners, heat pumps, solar geysers and other external fittings, radio/television aerials, antennas, or satellite dishes may only be installed with the prior written permission of the Trustees.
- 7.6 The installation of air-conditioning units must strictly follow the specifications and maintenance obligations as outlined by the Trustees, and no air-

conditioning system may be visible from the streets in the common property.

- 7.7 Air-conditioning units must be kept in good working order and repaired. The owner will be responsible for the cost of maintenance, repair, or any damage caused by such installation to the common property or other Sections. Water condensation may not be allowed to drip and must be reticulated directly into the soil of the unit. It may not be installed by a contractor appointed by the Resident without the prior written approval of the Trustees.
- 7.8 The bracket, satellite dish and cable to the unit will remain the property of the Section and may not be removed from the common property when Residents decide to move out or sell their respective units.
- 7.9 All system components (installation) should be clearly identified by their type, proposed location, size, penetrations of common property, and method of affixing/installation.
- 7.10 Supporting photographs, plans, or drawings should be provided.
- 7.11 Once installed, the installer must issue the owner a valid Certification of Compliance. This must be handed over to HRBC upon request.
- 7.12 No Resident may erect an antenna or aerial designed to receive video programming services via multi-point distribution services, including multichannel multi-point distribution services, instructional television fixed services, and local multi-point distribution services, without the prior written permission of the Trustees.
- 7.13 A Resident shall maintain the hot water installation which serves his Section, notwithstanding that such appliance is situated on the part of the common property and is insured in terms of the policy taken out by the HRBC.
- 7.14 Smoking any tobacco product, including electronic or similar smoking devices, is strictly prohibited in all common areas and on common property.
- 7.15 Residents must not store or leave, or allow to be stored or left, any article or

thing on or in any part of the common property except with the Trustees' written consent first having been obtained.

- 7.16 Residents shall not erect any permanent or semi-permanent structure of any nature whatsoever, including but not limited to gazebos, umbrellas, tents, and braai facilities, without the prior written consent of the Trustees having been obtained.
- 7.17 No Resident shall cause or permit any disorderly conduct of whatsoever nature upon the premises or permit any act, matter, or thing that shall constitute or cause a nuisance or any inconvenience to any other occupant or staff employed upon the premises.
- 7.18 The Trustees and the Managing Agent will handle all insurance claims related to the buildings, common property, and improvements solely. The owner is responsible for the insurance excess payable with respect to a burst geyser, damage to his Section or any other internal claim permitted under the HRBC insurance policy. If a claim is declined by the insurer due to the fact that the Resident had not maintained the geyser and/or the inside of his Section, the full replacement costs will be for the Resident's account.
- 7.19 The 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 HRBC, in respect of the Property infrastructure, and buildings, or cause the premium thereof to be increased. The Resident indemnifies the HRBC accordingly.
- 7.20 Any owner submitting a claim against the insurer must first complete the claim form and give it to the Managing Agent so that the suitability as to whether such a claim would be assessed by the body corporate's insurance provider can be discussed with the Trustees for acceptance prior to submission.
- 7.21 Residents are responsible for insurance of the contents of their Units, their Motor Vehicle and any other private assets as well as for public liabilities.

8. KEEPING OF ANIMALS

- 8.1 The Resident of a Section shall register and obtain prior written permission from the Trustees to keep any animal in the HRBC as a pet, for which permission may not unreasonably be withheld.
- 8.2 When granting such approval, the Trustees may prescribe any reasonable condition for keeping such dog.
- 8.3 A clear, recent colour photo of the pet should accompany the registration form. The registration form and photo must be submitted electronically or in hard copy to the relevant Trustee. Registration documentation should be handed in within 7 (seven) days after the moving-in date or the date the animal was acquired.
- 8.4 Animals will only be allowed onto the premises with the provision of 8.1 being met.
- 8.5 A Resident who has a disability and who reasonably requires a guide, hearing or assistance dog as a result thereof shall be deemed to have the Trustees consent to keep the dog in a Section and to accompany it on common property provided that the Resident provided the Trustees with proof in the form of a doctor or medical specialist certificate that he does, in fact, require the assistance of a guide, hearing or service dog and proof that the dog is suitable qualified and certified.
- 8.6 A maximum of 2 (two) spayed/neutered small breed dogs, of which the adult weight does not exceed 10kg, may be allowed.
- 8.7 Residents of the freestanding units (Garden Cottages and Village Homes) are permitted no more than two small-breed dogs per Section. These dogs must be of a size and temperament suitable for living in small spaces.
- 8.8 No dogs or pets shall be allowed within the apartments and or Assisted Living units, unless special permission is requested and granted from the trustees.
- 8.9 Cats are not permitted in terms of the provisions of the Environmental

Operations Plan as issued by the local authority and accordingly the Trustees will not grant permission for cats.

- 8.10 Aviaries, pigeons, poultry, peacocks, wild animals, spiders, snakes and the like are prohibited on the premises.
- 8.11 In terms of the Act, the Trustees prescribe the following reasonable conditions:
- a) The Trustee's decision concerning animals shall be final, and can only be overturned by a decision made by the CSOS.
 - b) All pets must be recorded on the pet register before occupying a Unit kept with the Managing Agent. Pets not recorded on the register may be considered stray, and the appropriate authorities will be contacted to remove the animal.
 - c) All pets must be sterilised, and proof must be given to the Trustees before they are brought into the HRBC.
 - d) All pets are to wear a collar with a nametag depicting the animal's name, owner's name, cellphone number, and Section number.
 - e) The animal must be obtained and kept according to all municipal requirements, and it will be at the owner's expense.
 - f) All pets must be vaccinated as suggested by the Society for the Prevention of Cruelty to Animals ("SPCA") or local veterinarian. This is at the owner's expense, and proof must be available for inspection by the Trustees at any reasonable time.
 - g) All pets must have shelter, such as kennels or accommodation for their protection, restricted to that Section's inside/exclusive use areas.
 - h) Pets may not be left unattended in a residence for more than 10 (ten) hours, and suitable arrangements must be made to engage a friend or house sitter, or the pets must be taken to a kennel.
 - i) Residents shall ensure their pets do not foul on the common property.

Should any pet foul on the common property, the owner shall immediately remove all excrement or other mess left by such pet.

- j) Dogs shall not be allowed on common property unless under the strict control of a responsible person and on a leash if any dog digs holes and otherwise damages any area of the common property. In that case, the relevant Resident shall be required to repair the damage, failing which the Trustees will repair the damage, and the costs will be levied onto the Unit owner's account.
- k) All pets are to be kept healthy at the owner's expense.
- l) No pets are to be allowed to roam on the common property/street, etc.
- m) All pets must have sufficient food and water at the owner's expense.
- n) No food is to be placed on the common property.
- o) It is a prerequisite that any pet for which permission is granted be kept in hygienic conditions. The exclusive use area where such a pet is kept must be regularly cleaned of faeces by the pet's owner.
- p) Visitors are not allowed to bring any animals into the HRBC.
- q) All pets may not be allowed to be nuisances or cause disturbances, annoyances, or dangers to others through barking, howling, screeching, etc.
- r) The Trustees may, at their discretion, withdraw permission to have a pet/s in the HRBC if it causes an unnecessary disturbance, constitutes a danger to other Residents or their animals or causes a nuisance.
- s) If any Trustee withdraws permission to keep a pet, the owner shall have the pet removed from the property within 14 (fourteen) days at the owner's expense, provided that sufficient proof is provided that the animal is causing an unnecessary disturbance or constitutes a danger to other Residents.

- t) The animal's owner is responsible for any damage or injuries that the animal may cause to any other person or property, as the HRBC accepts no responsibility or liability in this regard.
- u) The disposal of any domestic animal carcass shall be the owner's responsibility through private arrangements with the Local Authority, and costs thereof shall be for the owner's account. No domestic animal carcass may be buried on the common property of the HRBC.

9. APPEARANCE FROM THE OUTSIDE

- 9.1 A Resident shall not place or do anything on any part of the common property, including corridors, gardens, balconies, carports and garages, which, at the Trustees' discretion, is aesthetically displeasing or undesirable when viewed from the outside.
- 9.2 Curtaining must always be clean, neat, and in good repair, especially where it is visible from the common property or surrounding Sections.

10. BUSINESS PRACTICES

- 10.1 Unless otherwise specified by a competent authority, residential Sections are only to be used for residential purposes.
- 10.2 No business, profession, or trade may be conducted on the common property or in a residential Section unless it is administrative in nature, where it can be done from the Section and does not cause a nuisance or disturbance to any other Resident.
- 10.3 No business, profession, or trade may be conducted on a property unless it is expressly permitted to be conducted in the HRBC and unless the written consent of all owners has first been obtained, as this would constitute a change of use in terms of the Act.
- 10.4 No auction or jumble sale may be held on the common property or in a

Resident's Section.

- 10.5 No advertisements or publicity material may be exhibited or distributed on the common property unless the Trustees give prior written permission.

11. ACCREDITED PROPERTY PRACTITIONERS

- 11.1 No Property Practitioner may conduct itself within the Estate unless such agent has firstly successfully passed an induction examination regarding the Estate and secondly signed the "Property Practitioner Accreditation Agreement".
- 11.2 Property Practitioner shall be accredited on successful completion of an induction examination as set by the HOA or the Trustees from time to time and thereafter by signing an agreement with the Estate to the effect that such agent shall abide by the stipulated procedures applicable to the sale and lease of properties in the Estate and after having been informed of the concepts, Rules and conditions under which the purchaser and/or lessee purchases and/or leases property in the Estate.
- 11.3 Accreditation of practitioners may be reviewed by the HOA, or Trustees, from time to time and an up to date listing of accredited estate agents shall be made available to all members or can be obtained from any of the Trustees.
- 11.4 The members may only make use of the accredited estate agents when selling or leasing their properties.
- 11.5 Property Practitioners may only operate on a "by appointment" basis and must personally accompany a prospective purchaser or lessee.
- 11.6 Property Practitioners are not permitted to erect any advertising/ signage boards (e.g. "for sale" or "show house" or "to let", etc.) without the prior written permission of the Trustees.
- 11.7 All Property Practitioners wishing to sell or lease/let property within the HRBC must have a valid Fidelity Fund Certificate ("FFC") issued by the Property Practitioners Regulatory Authority in terms of the Property Practitioners Act,

No. 22 of 2019 before they may conduct business within the HRBC.

- 11.8 This FFC must be produced upon request to any unit owner in the HRBC and the Trustees before allowing the Property Practitioners access to the HRBC.
- 11.9 The unit owner must ensure that the Property Practitioner adheres to all the rules and regulations of these Conduct Rules and the act relating to letting or selling property within the HRBC.
- 11.10 Upon the sale of the Unit and not later than ten (10) days after such sale, the owner or agent must provide the Trustees of the ESTATE and the Managing Agents with the full details of the buyer.
- 11.11 Before issuing a clearance certificate to the selling owner, the Managing Agent will verify if such owner was charged debt collection fees and interest for being in arrears at any stage. If so, the debt collection fees must be settled and paid to the Managing Agent for on-passing to the HRBC, which already settled such fees on the Managing Agent, per Prescribed Management Rule 25 of Annexure 1 to the Act.
- 11.12 Should an owner of a unit be desirous of selling his Unit by auction, which will be held at the building, the prior written consent of the Trustees for the holding of the auction at the building must be obtained.

12. LETTING OF UNITS

- 12.1 Owners of sections who wish to let their sections, must provide the Trustees with such detail and information relating to the tenant as the Trustees may reasonably determine and shall complete and submit, prior to a tenant taking occupation of the said section, the Resident Access Control Form (available from the Body Corporate) duly completed to the Trustees or the Managing Agent at least 48 hours prior to taking occupation.
- 12.2 All lessee/tenants of Sections and other persons granted rights of occupation by an owner of the relevant Section are obliged to fully comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any

lease or any grant of occupancy rights.

- 12.3 Before moving into or out of a Unit, the Managing Agent or Trustees must be furnished with an authorisation form providing details of the particular move.
- 12.4 Before granting occupation in respect of any lease agreement, the owner shall submit the contact information to the Trustees within 30 (thirty) days of the tenant's occupation.
- 12.5 The owner undertakes to attach a copy of these Conduct Rules to the lease agreement, and the lease is to include a term such as the following:
- “The lessee acknowledges having received from the lessor a copy of the Conduct Rules for the greater Hartland Lifestyle Estate. The lessee agrees and undertakes to be bound thereby and to comply in addition to that in all respects”.
- 12.6 The minimum rental period permitted within HRBC is 6 (six) consecutive months.

13. GARDENS AND COMMON PROPERTY WATER

- 13.1 It is the owner's responsibility to maintain the exclusive use garden (Grass plants and trees) including watering, fertilising, weeding and planting of such garden located within the exclusive use area of their section. Cost of maintenance shall be for the owner's account and a contribution in terms of section 3(1)(c) of the Act will not be collected in this regard.
- 13.2 The provision of topsoil, fertiliser, ant-kill, etc. for Private Gardens, is the responsibility of the Owner or Resident.
- 13.3 The HRBC is responsible for mowing of lawns only, in Exclusive use garden areas as well as the common property. Access must be granted to the Body corporate gardeners, by Owners and Residents, failing which the Owners or Residents themselves have to maintain the exclusive use Gardens.
- 13.4 No occupier of any section, unless that person has been empowered by the Trustees to do so, shall instruct the gardener to do any work in the exclusive use areas/Common Property during normal working hours, except in an

emergency.

- 13.5 The occupier of any section shall not interfere with flora, wild or cultivated, growing on Common Property, other than the exclusive use areas allocated to such owners. All occupiers shall ensure that such areas are not despoiled in any way.
- 13.6 No plants, trees or shrubs may be removed from the Common Property; neither may any plants, trees or shrubs on the Common Property be trimmed without prior written approval from the Trustees.
- 13.7 It is recorded that certain of the flora is protected by law and any occupier interfering with, or damaging, or in any other way acting in respect of such flora contrary to the provisions of any law or regulation may be penalised.
- 13.8 Gardens and plants on the Common Property are for the enjoyment of all occupiers and no wilful damage will be tolerated.
- 13.9 The Trustees may remove or cause to be removed any tree, plant, or shrub that is considered to be a nuisance, aesthetically displeasing, encroaches on adjacent properties, damages any Section, or part of the common property, like fascia boards, roof, etc., or otherwise interferes in any way with the powers and functions performed by the Trustees on behalf of the ESTATE and HRBC.
- 13.10 Trees or plants within an exclusive area must not hinder or damage any common property, including but not limited to foundations, walls, pipes, drains, sewerage systems, electrified security fencing or other electrical installations, roofs, and gutters. The owners will be responsible for maintaining such trees and plants and will be held responsible for the damage caused to walls by the trees.
- 13.11 Private garden tools and other such equipment must be kept away from the common property or from any other unit.
- 13.12 Residents are bound by all municipal water restrictions that may occasionally be in force. The Resident indemnifies the ESTATE in the event of it being held

liable for any fines that may be imposed in this regard, and these costs will accordingly be recovered from the owner of the Unit responsible.

- 13.13 No Resident may permit the purposeless or wasteful discharge of water from terminal water fittings, pipes or water fittings forming part of a water installation to leak, the use of maladjusted or defective water fittings in a water installation, an overflow of water from a water installation to persist or wasteful use of water to persist.
- 13.14 No owner or occupier shall make any unauthorised connection to any part of the supply mains and/or treated water of the common property or divert or cause to be diverted any electricity therefrom.
- 13.15 No owner or occupier shall access the electricity panels inside or outside the perimeter wall, accommodating the ESTATE supply equipment or touch or interfere with any apparatus therein.
- 13.16 Should the sewerage system in any Section be damaged by the roots of a tree, large plant, or other foreign object, the plant will be removed, whether it's in the Residents' Section or on the common property.
- 13.17 No Resident may instruct a gardener or employee of ESTATE. All requests, suggestions or complaints must be reduced to writing and referred to the Trustees and/or the Estate Manager for consideration.

14. DAMAGE OR ADDITIONS TO THE COMMON PROPERTY

- 14.1 Residents shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property without obtaining the Trustees' prior written consent.
- 14.2 Notwithstanding provision 14.1, a Resident or person permitted by him may install: -
- a) Any locking device, safety gate, burglar bars, or other safety device to

protect his Section.

- b) Any screen or other device to prevent the entry of criminals or insects may be installed, providing that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- c) A resident must, in exercising his rights as per provisions I and II above, ensure that he complies with the prescribed design as per the Architectural and Development Guidelines contained in the ESTATE Constitution.

15. DOMESTIC AND CONTRACT WORKERS

- 15.1 All staff shall be subject to the ESTATE access control system and registration.
- 15.2 Residents shall be obliged to provide full details to the Estate Manager and Trustees regarding their domestic staff and contract workers, whether employed full-time or on a casual basis, for security and gate control purposes.
- 15.3 Residents will be responsible for the activities and conduct of their domestic staff and contract workers. They shall ensure that their domestic staff and contract workers understand and do not contravene any Conduct Rules, national or provincial legislation, or local authority by-laws that may affect the ESTATE.
- 15.4 Residents will ensure that their domestic staff and contract workers do not cause undue noise within their Sections or on the common property in the same way that the Residents themselves are prevented from doing so.
- 15.5 Domestic staff members may receive visitors to the HRBC if they follow the relevant security protocols, per provision 15.6.
- 15.6 The ESTATE will occasionally issue security protocols, which all Residents, visitors, and domestic staff must always observe. All persons entering the ESTATE authorised by a Resident shall be subject to applicable security

protocols.

- 15.7 Residents may not request personal duties to be performed by any members of the staff during their normal working hours.
- 15.8 Residents are not allowed to call out any contractors to conduct work on the common property.
- 15.9 Residents are fully responsible for any damage caused by their staff at any time.

16. PAYMENT OF LEVIES

- 16.1 The HRBC must receive payment in full of levies (including additional levies but not limited to the reserve fund, exclusive use contributions, electricity, telephones, or CSOS levies), fines and penalties, and electricity and water charges for each month by the 1st (first) of the month in advance.
- 16.2 The HRBC will furnish each owner with a statement of account on or before the 25th (twenty-fifth) day of each month, showing levies, water, and electricity for that month.
- 16.3 The Managing Agent will render monthly accounts to owners at the email address or address last recorded with the HRBC or Managing Agent.
- 16.4 Non-receipt of a statement or levy statement does not excuse non-payment of levy and other amounts due; however, the Managing Agent and/or the Trustees will do their utmost to ensure that owners receive their statements every month.
- 16.5 If payment is received after the due date, interest will be charged on the outstanding amount based on the current mandated interest as per the Trustees Resolution, which is 24% (twenty-four percent) per annum on the total amount due. This interest will be included in next month's statement regarding that Section.
- 16.6 Owners who remain in default for 60 (sixty) days or more will be handed over to the Community Scheme Ombud Service ("CSOS") to apply for relief under Section 39 of the Community Scheme Ombud Service Act, No. 9 of 2011 against the defaulting owner in order to obtain either a Settlement Agreement

if the matter can be settled at Conciliation, failing which to obtain an Adjudication Order to collect the arrear levies from the respective defaulting owners or alternatively handed over to the attorneys chosen by the Trustees of the ESTATE for legal collection as contained in the Trustees Resolution. Should the owner be handed over to attorneys, the owner is liable for and must pay the HRBC all reasonable legal costs and disbursements, as taxed or agreed by the owner, incurred by HRBC.

- 16.7 Once the CSOS has ruled that the levies are due and payable by the respective owner, the owner must ensure payment of this amount within 7 (seven) days of receipt of either the Settlement Agreement if the matter was settled during conciliation or in accordance with the Adjudication Order handed down by the adjudicator.
- 16.8 Although handed over to the CSOS, the owner would remain responsible for settling the ongoing monthly levy, services, and other charges. Should these amounts remain outstanding, then the amounts accruing from the start of the process would be considered amounts due in terms of the Act and the rules applicable to the scheme.
- 16.9 Should any owner fall into arrears with payment of any amount due to the HRBC, the HRBC is authorised to make an application to any competent authority (including any court with jurisdiction) for an order suspending and/or termination of utility services, including electricity and water, noting that suspension will only occur once a court order to that effect has been obtained.

17. ERADICATION OF PESTS

- 17.1 Residents shall keep their Section free of white ants, borer, and other wood-destroying insects and, to this end, shall permit the Trustees, Estate Manager and Managing Agent, and their duly authorised agents or employees to enter their Section from time to time to inspect it and undertake such action as may be reasonably necessary to eradicate the pests.
- 17.2 The concerned owner shall bear the cost of inspecting and eradicating any

such pests found within the Section in which such pests may damage it.

- 17.3 All Sections, including the garden area, must be free of any material that encourages rodents.
- 17.4 Replacement of any woodwork or other material forming part of the internal section which may be damaged by any such pests, and the eradication of pests, shall be borne by the occupier of the section concerned unless it is proved to the Trustees that such damage originated from the Common Property.

18. FIRE PROTECTION AND RELATED EQUIPMENT

- 18.1 A Resident shall not store or harbour upon the said premises any goods which may violate any fire insurance policy held by the HRBC or increase the premium in respect of such policy.
- 18.2 No owner or occupier shall tamper with, abuse, or use or cause or permit to be tampered with, abuse or use, any fire hose, reel, or fire extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- 18.3 No fire extinguisher, fire hose or similar device whether in a section or on the Common Property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorised purpose.
- 18.4 An owner or occupier shall not repair, alter, or interfere with the electrical supply or installations to the Common Property. Any faults in such electrical supply or installation must be reported to the Trustees.
- 18.5 All electrical appliances as may be situated in a section shall be maintained in good order by the owner or occupier and when necessary repaired by a qualified and registered technician.
- 18.6 Occupiers shall not create a fire hazard by overloading power points in a section. Should a fire occur due to an occupier's negligence the owner of the unit will be held liable for any costs, damages or expenses as may be incurred

by the Body Corporate including excesses on insurance claims.

- 18.7 Electrical supply: Residents may not tamper with or have work done on the common property's electrical apparatus. Any electrical faults detected on the common property must be reported to the Estate Manager and Trustees immediately.
- 18.8 Throwing cigarette butts out of windows is strictly prohibited, as this could start a fire.
- 18.9 No open fires are permitted within the Retirement Estate unless such braai area or internal combustion fireplace is within an enclosed space such as patio and or lounge/dining room area.
- 18.10 No braais or fires, whether charcoal or wood fired are permitted unless in designated areas.
- 18.11 Only SABS or suitably approved gas braais may be used within a section and then only with the prior written approval of the Trustees and in such a manner as to cause minimum inconvenience to other occupiers.
- 18.12 When braaiing, Residents must ensure the fires are fully extinguished before retiring to bed, and smoke must not negatively interfere with their neighbours.
- 18.13 No person shall cause or permit Fire-Fighting Equipment on any premises to be dismantled, recharged, disconnected, serviced, repaired, or sold or any new, serviced or repaired equipment to be installed, housed, or placed on common property, except by or under the control and supervision of a holder of a certificate of competence issued or recognised and then only with the Trustees' approval. Tampering with any fire-fighting equipment is a criminal offence, punishable by law.
- 18.14 Fire hoses and extinguishers: Fire hoses and extinguishers may only be used in emergencies. They *may not be used to water gardens or wash vehicles*.

19. ALTERATIONS, RENOVATIONS AND MAINTENANCE

- 19.1 The Architectural and Development Guidelines contained in the ESTATE Constitution constitute an integral part of its Constitution.
Hartland Retirement Village Body Corporate Conduct Rules

- 19.2 It is recorded that the Architectural and Development Guidelines contain the procedures, requirements, and guidelines to be adhered to by every Member who wishes to effect construction, improvements or alterations to or undertake any renovation of any Section.
- 19.3 The Architectural and Development Guidelines that will be in force and effect are those contained in the ESTATE Constitution.
- 19.4 Any additions, alterations or installations which change or affect the external aesthetics of the sections are not permitted without the prior submission and approval of the HRBC.
- 19.5 Maintenance of geysers, water tanks and pumps, while insured by the HRBV, remains the responsibility of Residents.

20. COMMUNAL SWIMMING POOL

- 20.1 The use of the swimming pools is solely at a Resident's own risk, and the rules displayed at the swimming pools must be adhered to. Liability shall rest with neither the ESTATE, nor its employees, nor the Trustees, nor Management, for any damage or loss howsoever arising.
- 20.2 The swimming pool areas may be used daily from 08:00 a.m. to 18:00 p.m.

21. LIFESTYLE CENTRE

- 21.1 Residents who use the recreation area's facilities and amenities, including its facilities, do so at their own risk, and the ESTATE shall not be liable for any injuries or damage resulting from using the recreation area and facilities.
- 21.2 The use of amenities and recreational facilities is restricted to Residents and (where permitted) their visitors. All visitors must be accompanied by a Resident when using any amenities and/or recreational facilities forming part of the ESTATE.
- 21.3 Events, ceremonies, parties, and functions of any nature on the common property are only allowed with 14 (fourteen) days' notice upon written approval from the

22. LITTERING

- 22.1 Residents, their guests, domestic and contract workers shall not deposit, throw, or permit to deposit or throw any refuse, including cigarette butts, food scraps, or any other litter, on the common property or into any Section or exclusive use area.

23. NOISE AND DISTURBANCE

- 23.1 No Resident shall make or allow excessive noise to disturb the other Sections at any time.

Reasonable silence must be maintained from:

- Monday to Sunday between the hours of 13:00 p.m. and 14:00 p.m. and 21:00 p.m. to 07:00 a.m.

- 23.2 Radios, speakers, CDs, musical instruments, TVs, and other sound-producing devices shall not be played or used to interfere with any other Resident's enjoyment of his Section or the common property.
- 23.3 Automobile hooters shall only be sounded on the common property with good reason and in an emergency.

24. REFUSE REMOVAL

- 24.1 All household refuse shall be placed into appropriate bags either internally in the kitchen area or in the exclusive use courtyard area. No refuse bags may be placed where visible to any other part of the Common Property or any other section. No refuse may be left outside any section.
- 24.2 Any waste recycling project as may be implemented by the Body Corporate, will be compulsory, and the Trustees shall be entitled to prescribe the necessary protocols from time to time, which shall be adhered to by all owners and occupiers.
- 24.3 Owners and occupiers shall maintain, in a hygienic and dry condition, a receptacle for refuse within his section.

- 24.4 No personal rubbish, refuse or other materials may be left anywhere on the Scheme, other than in the confines of the Owners' Garden/exclusive use area, where it should be unobstructed to neighbours. To reduce the attraction of flies and maggots, Residents are advised to keep organic waste (peels, leftover food, meat, etc.) in fridges and only place such waste in refuse bins on or before the day of waste collection.
- 24.5 Residents should place their refuse on the kerb on the day of collection which collection day and process will be communicated from the Body Corporate.
- 24.6 No refuse may be dumped outside the boundaries of the HRBC.
- 24.7 The refuse area and the refuse bins are for domestic waste only. All other waste must be taken off the Common Property personally. Old appliances, building rubble, Cardboard boxes furniture and the like must be promptly taken off site by the owner or occupier and lawfully disposed of. All domestic refuse shall be put in plastic bags and kept in the courtyard area within his property and screened from public or neighbour's view.
- 24.8 Tins or other containers must be completely drained before being placed in a refuse bag.
- 24.9 Broken glass must be double wrapped in paper before being disposed of.
- 24.10 The Residents must dispose of any abnormal refuse, building rubble, or oversized items at their own cost.
- 24.11 Residents must not leave refuse or other materials on the common property in a way or place likely to interfere with another Resident's enjoyment of the common property.
- 24.12 Residents should ensure that when carrying their refuse to the designated refuse area, their refuse bags, containers or other receptacles do not leak or cause a mess to the common areas, and if it does, they are responsible for cleaning up the mess, failing which a fine will be raised.
- 24.13 Residents must ensure that disposing of refuse does not adversely affect the health, hygiene, or comfort of others.

24.14 Garden or building refuse may not be placed in the refuse bins. If such refuse must be removed, the owner or occupant must make arrangements with the contractor responsible for garden services.

25. SERVICE PROVIDERS

25.1 The provision of services in respect of waste management, waste removal, sanitation, security, insurance, and broadband electronic communication services will be provided by such service providers as are appointed by the Trustees of the ESTATE from time to time which will endeavour to ensure that such services are of a reasonable and acceptable standard and are provided at a reasonable and acceptable cost. The services of other service providers may not be used.

26. SEWERS AND WASTE PIPES

26.1 Any blockage in sewers and waste pipes that serve one Section only, i.e., within a Section or between a Section and pipes that serve other Sections, is the responsibility of the Section's owner, and the cost of cleaning the blockage will be for the owner's account.

26.2 No person who is not a qualified plumber is permitted to do any installation work, replacement, or repair of an existing pipe or water fitting, replacement of a fixed water heater or its associated protective devices, or service, repair, or replace a back-flow preventer.

26.3 Electrical faults inside Sections are the responsibility of the owner/occupants and must be repaired at their own cost.

26.4 Kitchen refuse, food waste, fats, or waste of any kind may not be washed down the drainpipes.

26.5 Foreign objects, including, but not limited to oil, grease, newspapers, sanitary towels, diapers, toys, etc., should not be flushed down toilets.

26.6 The owner will bear the cost of unblocking drains blocked in the common area resulting from or established that the source of blockage originates from a Section.

- 26.7 Residents may not block or deliberately cause a blockage or restriction of the rainwater drainage system of HRBC.

27. SECURITY

- 27.1 The right of entrance and admission to the ESTATE is reserved, and the Trustees shall be permitted to deny or remove any person on reasonable grounds or suspicion.
- 27.2 Access to the ESTATE will be via the main entrance only, and visitors shall be required to adhere to visitor access control systems and procedures as adopted by the ESTATE from time to time.
- 27.3 All Visitors shall be required to submit proof of identification and provide relevant details to grant access via the visitor management system in operation on the ESTATE.
- 27.4 In addition, visitors will be required to sign a waiver of claims and indemnity against liability in such form as the ESTATE may require.
- 27.5 It is the Residents' responsibility to ensure that no strangers, whether on foot, in a vehicle or otherwise, gain unauthorised entry into the ESTATE.
- 27.6 Garage doors must be kept closed at all times except whilst in operation. Security will call any Resident to request that they close their garage door, regardless of the time of the day or night.
- 27.7 All security protocols must be adhered to as per the ESTATE Conduct Rules.

28. CCTV SURVEILLANCE

- 28.1 The ESTATE-installed CCTV surveillance system is intended to:
- a) deter, detect, and defend against criminal and malicious damage, including vandalism and antisocial behaviour on common property, protecting the ESTATE buildings and fixed assets and promoting the safety and security of its Residents, visitors, guests, contractors/sub-contractors, and agents.
 - b) Investigate accidents with respect to common property claims.

- c) Assist in identifying, apprehending, and prosecuting offenders.
- 28.2 CCTV surveillance employs fixed cameras designed and deployed to record images of individuals, vehicles, and vehicle registration plates as they enter and exit the ESTATE.
- 28.3 Video monitoring of the listed areas for security purposes within the ESTATE is limited to common property that does not violate the reasonable expectation of individual privacy, as defined by law.
- 28.4 A CCTV surveillance system is proposed to be installed within the lifestyle and care centre. The rules and regulations surrounding these cameras will be covered in the operational rules of the care centre

29. VEHICLES

- 29.1 For purposes of this Rule 29, the term motor vehicles may include motor bikes, quad bikes, trailers, caravans, scooters, golf carts or any other self-propelling mode of transportation.
- 29.2 Visitors shall park their vehicles only in such areas on the Common Property as are specifically demarcated by the Body Corporate.
- 29.3 A Resident may only park a motor vehicle in areas specifically designated for that purpose, such as inside a garage or allocated carport.
- 29.4 No Resident may park a vehicle in a visitors parking bay for a period exceeding 24 hours.
- 29.5 Trucks, caravans, trailers, Golf Carts, boats, or other heavy vehicles may not be parked on the common property or exclusive use open parking bays without prior written consent of the Trustees.
- 29.6 If the Resident obtained consent from the Trustees as per Provision 29.5, these vehicles may not be parked on the common property or exclusive use open parking bay for a period exceeding 24 hours, after which it must be removed.
- 29.7 If the vehicle is not removed after the Resident has received a written warning, the Body Corporate will be entitled to impose on the Resident a fine for the

transgression, in an amount not equal to or exceeding the monthly levy. In granting consent, the Trustees shall consider whether the Resident has sufficient space to park this vehicle/equipment adjacent to his/her unit, as well as the condition of the equipment. Caravans/tents in the Scheme are not to be used for accommodation purposes. A Resident may not erect a tent (in the Scheme without the prior consent of the Trustees.

- 29.8 No vehicles, including a truck, trailer, boat, caravan, or motorhome, other than a passenger, light delivery vehicle or motorcycle, may be parked on grassed areas or in driveways for extended periods.
- 29.9 No person may drive their vehicles within the common property in any manner that creates a nuisance.
- 29.10 No quadbikes, carts, scooters, or motorbikes may be used on the common property for recreational purposes.
- 29.11 The use of motor vehicles which make excessive noise is strictly prohibited.
- 29.12 No unlicensed person may drive any vehicle including a golf cart or quad bike or motorcycle within the common property.
- 29.13 No person may be allowed to reside or sleep in a vehicle or any part of the common property.
- 29.14 No loud music in excess of 7 decibels above the ambient sound may be played from a stationary vehicle.
- 29.15 Vehicles may not travel over 20 Twenty kilometres per hour on any portion of the common property on the retirement estate and on the greater Hartland Estate.
- 29.16 No vehicle shall be parked in front of a fire hose or hydrant.
- 29.17 Parking garages may not be used for any other purpose than that of the housing of vehicles in the day to day use of occupiers. No garages may be used as storerooms. Under no circumstances may a resident utilise HRBC parking bays as storage space for a vehicle.

- 29.18 No Resident shall park or stand upon the common property or permit or allow any vehicle to be parked or stood upon the common property for which the vehicle exceeds 3 (three) tons in gross mass.
- 29.19 HRBC may clamp any vehicle parked in contravention of these Conduct Rules without incurring liability for a damages claim. The amount for clamping, storage, and other associated costs shall be charged to the owner's account, which amounts shall be included in the monthly statement with respect to the Section. The penalty and/or cost must be paid before the vehicle is released. The amount to unclamp a vehicle is R 500 (five hundred) Rand.
- 29.20 Residents shall ensure that their vehicles, their visitors' vehicles, and guests' vehicles do not drip oil or brake fluid on the common property.
- 29.21 No Resident shall be permitted to dismantle or effect repairs to any vehicle on any portion of the common property, exclusive use areas or in a Section.
- 29.22 No motor wrecks may be kept on the common property or a Section.
- 29.23 Vehicles should always be parked with due consideration to other Residents so as not to interfere with traffic flow or obstruct any other vehicle, person, or entry to parking areas.
- 29.24 Residents must observe and obey all road signs on the common property and do not drive their vehicles on the common property in a manner that causes a risk or danger to persons or property or a nuisance to their persons, in the opinion of the Trustees.
- 29.25 No person may reside or sleep in a vehicle, boat, trailer, caravan any part of the common property.
- 29.26 The ESTATE and/or HRBC will not be responsible for motor vehicle accidents within the ESTATE. In the event of an accident causing damage to common property, the HRBC will arrange the necessary repairs, and the unit owner will be responsible for the payment that will be loaded onto his levy account.
- 29.27 Delivery or furniture remove vehicles must be single axle rigid trucks and may not exceed 10 tons. Furniture delivery and/or must be confirmed with the Body

Corporate.

30. IRRIGATION, WATER TANKS AND PUMPS

- 30.1 No external tap may be connected to municipal water supply and may only be connected to the rainwater tanks.
- 30.2 Irrigation reticulation may only be connected to the rainwater tanks.
- 30.3 Maintenance of any rainwater tank and pump is the responsibility and cost of the section owner.
- 30.4 Any Resident wishing to install an additional water tank must first obtain written approval from the Trustees and/or Estate Manager, who must also approve the tank's location.
- 30.5 The water tank must blend with the ESTATE aesthetics as per the Architectural and Design Guidelines.
- 30.6 The installation of water tanks must not exceed a certain capacity, as determined by the Trustees from time to time (the maximum size permitted is 1000L). This ensures the installation complies with municipal regulations and does not cause water pressure or supply issues.
- 30.7 The owner is responsible for ensuring that the tank's water is of good quality and regularly tested to meet municipal standards.
- 30.8 The owner must ensure that the overflow from the water tank is directed into an appropriate drainage system and must not cause any damage or nuisance to neighbouring properties.
- 30.9 The water tank installation must comply with all relevant safety regulations, such as securing it to prevent it from falling over and causing damage or injury.
- 30.10 The HRBC may request that the owner maintain the water tank and pumps by giving 30 (thirty) days' notice to do so.
- 30.11 It is the responsibility of the Resident to take all reasonable precautions to

prevent loss, damage, or destruction to his Section, exclusive use area and the common property.

31. GENERATORS, GAS AND ALTERNATIVE POWER INSTALLATIONS

- 31.1 Generators are not allowed in HRBC.
- 31.2 All gas cooking equipment used or installed in any section shall be maintained by the owner of that section in compliance with all laws and regulations. Only SABS gas heaters may be used in any section.
- 31.3 No gas installation of a stove or oven may be installed in respect of a Section or on the common property without the prior written consent of the Trustees and subject to compliance with the conditions as set out in the provisions below.
- 31.4 In the event of a gas installation in a Section, the Resident shall, at his cost, be obliged to obtain a certificate of conformity for such installation as is required by the Occupational Health and Safety Act, No. 85 of 1993, Regulation 17(3) of the Pressure Equipment Regulations of 2009.
- 31.5 The Code of Practice for the Wiring of Premises, SANS 10142-1, incorporated into the regulations, must be complied with.
- 31.6 The installation may only be installed by an authorised installer registered with the Liquefied Petroleum Gas Safety Association of Southern Africa ("LPGAS").
- 31.7 The Trustees, Estate Manager and its agents shall have reasonable access to any Section to inspect such gas installation. Should the HRBC require any repairs to the gas installation, such repairs will be at the owner's cost.
- 31.8 It is recorded that the Residents must supply the Estate Manager and/or Trustees with the required certificate of conformity once every year.
- 31.9 An owner can install one or more appliances inside the Section that use natural gas, propane, hydrogen, etc as their power source rather than electricity and are commonly used for space heating, water heating, cooking, etc.

- 31.10 Any external gas cylinders must be enclosed in a suitable secure cage outside the Section and be compliant with the gas regulations.
- 31.11 Should the owner want to install an alternative energy supply such as inverter or solar, such application must be submitted to the HRBC for onward submission and approval by the Estate HOA. The approval and installation shall comply with the applicable regulations.
- 31.12 Residents must receive written approval from the Trustees before installing any inverter, batteries or solar panels, including any other approvals as per this provision 31.
- 31.13 Should a Resident install an inverter, and or backup batteries and or solar panels the Resident must ensure it is on the local municipality-approved inverter list, i.e., make and module and compliant with the applicable Estate HOA regulations. The NRS-097 regulations "Grid Interconnection of Embedded Generation" specify which inverters can be connected to the grid.
- 31.14 Once the inverter, batteries and or solar panels are installed, a Resident must have a valid certificate of compliance issued by a qualified electrical contractor.
- 31.15 Residents are responsible for notifying their insurers before installing inverters.
- 31.16 Once an inverter is installed, a Resident must have a valid certificate of compliance issued by a qualified electrical contractor.

32. SIGNS AND NOTICES

- 32.1 No owner or occupier or a section, shall place any sign, notice, flag, billboard, or advertisement of any kind whatsoever on any part of the common property or of a section, to be visible from outside the section, without the written consent of the Trustees first having been obtained.
- 32.2 The Trustees may remove such sign, notice, flag, billboard, or advertisement if no written permission has been obtained. Such removal and any repair of common property which may be reasonably required, will be affected at the risk

and cost of the owner and such owner and/or occupier shall have to claim against the Body Corporate or the Trustees because of their functions performed in terms of this provision

33. MAINTENANCE

- 33.1 The Resident shall at all times, and at his own expense, maintain the interior of his section and exclusive use areas in good, clean, hygienic, tidy, and habitable order and condition, and shall be responsible, at his own cost, for all interior painting, maintenance, remedying of blockage of pipes, sanitary equipment, and connections.
- 33.2 All occupiers shall be obliged at all reasonable times to grant access to the Body Corporate, their staff, and agents, and to the Trustees, to their section or their exclusive use areas and any other part of the Common Property, for the purpose of performing any necessary maintenance, effecting repairs, enforcing these Conduct Rules, or performing other such tasks and matters incidental thereto.

34. LAUNDRY

- 34.1 No washing, whether of clothing or any articles, may be hung out to dry on the Common Property and, in particular, on any balconies, patios, stoeps or in any exclusive use areas, including any garden area
- 34.2 A Resident shall not, without the prior written consent of the trustees, erect his own washing lines or modify existing washing lines. Any washing hung out to dry is at the sole risk of the owner thereof.

35. EMPLOYEES, VISITORS AND CHILDREN AND DEPENDENTS

- 35.1 Residents may not request the employees of the Body Corporate or Managing Agent to perform any task for them during their working hours unless permission is granted or if instructed by the Body Corporate or Managing Agent. Maintenance projects inside a section or internal maintenance is the responsibility of the owner.
- 35.2 Residents may not interfere with Body Corporate employees in the performance of their duties and must give their full cooperation to such employees.
- 35.3 Residents shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.
- 35.4 Residents shall ensure that his or her employees, including their visitors or guests, do not cause a nuisance on the common property.
- 35.5 Residents shall further ensure that their employees comply with the Conduct Rules and directives.
- 35.6 In terms of Act No. 65 of 1988 only residents may stay overnight in the village. Non-residents may only do so with the approval of the HRBC. In this regard the HRBC have approved the following:
- a) Overnight stays by visitors are limited to thirty occasions in any one calendar year;
 - b) Visitors, children and or dependents may not stay for more than twenty one consecutive days at a time without the prior written permission of HRBC.
 - c) the number of visitors accommodated at any one time should be in keeping with the size of the unit; and
 - d) visitors may not occupy a unit in the village in the absence of the

resident concerned.

- 35.7 A mentally and physically impaired dependant person who is less than 50 years old can reside within the Estate subject to the below conditions.
- a) Prior approval must be obtained from the Trustees of the Body Corporate.
 - b) The individual concerned must financially and physically dependent on a member of the Body Corporate for care and support;
 - c) A Medical Assessment, performed by a medical practitioner, needs to be submitted to the Trustees to confirm the person's mental/physical impairment and to confirm that they are dependent on the member concerned for support and care.
 - d) Prior to approval, the member must submit to the Trustees the name and full details of the guardian of the mentally/physically impaired person should the Member pass away or no longer be able to care for the physically and/or mentally impaired dependent person.
- 35.8 All children under 10 years of age must always be accompanied by an adult
- 35.9 All Residents shall be obliged at all reasonable times to grant access to their sections, exclusive use areas or other parts of the Common Property to the Body Corporate, their staff, and agents, and to the Trustees for the purpose of enforcing these Conduct Rules, or when it is reasonably necessary, and in the best interests of the Body Corporate.

36. INDEMNITY

- 36.1 The Trustees/HRBC/Developer and the Managing Agents shall not be responsible for any injury, loss, or damage of any description which the Section owner or occupier and any member of the Section owner's family, visitors, or guests, or any employee or staff or any relative, friend, acquaintance, visitor, invitee, or guest of the Section owner may sustain physically on his property,

either directly or indirectly.

37. HARTLAND HOMEOWNERS ASSOCIATION

- 37.1 According to the ESTATE Constitution, the HARTLAND LIFESTYLE ESTATE HOMEOWNERS ASSOCIATION was established as a legal persona in accordance with Section 29(1) of the Municipal Land Use Planning Ordinance, 1985 (Ord. No. 15 of 1985), and came into existence on 13 August 2019, the date of registration of the first transfer of an Erf in the Development to a third party.
- 37.2 The Members of Units within HARTLAND RETIREMENT VILLAGE BODY CORPORATE shall be Members of the ESTATE. They shall accordingly be subject to and abide by the rules and regulations of the ESTATE.
- 37.3 Without limiting the generality of the above, the owner shall be obliged to pay the monthly levy imposed by the ESTATE on every Member of HRBC.

38. DISPUTE RESOLUTION, COMPLAINTS AND GRIEVANCES

- 38.1 In the event of differences or annoyances, the parties involved should attempt to settle the matter between themselves by exercising respect, tolerance, and consideration. Genuine respect and consideration for one another will, to a

large extent, ensuring an agreeable accord in the HRBC.

- 38.2 In the event of any dispute arising, a party to the dispute must notify the other parties (to the dispute) by written notice of the dispute, and the parties must attempt to resolve the dispute. The parties to the dispute must first engage with each other.
- 38.3 Where applicable, the Trustees or the Managing Agent will resolve the dispute in good faith within 5 (five) days after the date on which a party first notified the other parties of the dispute.
- 38.4 The parties may, as an internal dispute resolution mechanism, also engage with each other telephonically and/or in writing and/or schedule a joint meeting and/or refer the dispute to the Trustees for consideration at a Trustees meeting, which meeting/s must be recorded in writing,
- 38.5 Each person (to the dispute) will be given full details of any evidence on submission received by the other party or to the Trustees from any other person (to the dispute) or any other person otherwise than at a meeting where all the persons (to the dispute) are present,
- 38.6 Should the dispute not be resolved internally between the owner and/or tenant and the Trustees, any party may dispute it with the CSOS or institute court proceedings provided that the CSOS does not have jurisdiction over the matter.
- 38.7 The following complaints will not be taken up:
- 38.8 Personal disputes that do not relate to the contravention of the Act, Municipal By-Laws, and the HRBC Conduct Rules.
- 38.9 No verbal complaints will be entertained or dealt with by the Trustees.
- 38.10 Anonymous complaints or complaints where the complaints procedure has not been followed.
- 38.11 Civil- or small claims matters that do not relate to the HRBC.

39.CONTRAVENTION OF CONDUCT RULES AND IMPOSITION OF PENALTIES

- 39.1 If the conduct of a Resident or their employee or visitors constitutes a nuisance or contravenes any of the Conduct Rules or any of the owners' duties, then the Trustees may furnish the Resident with a written notice via email or registered post.
- 39.2 All official business with the Trustees must be in writing. They may only be disturbed at their respective homes if absolutely necessary.
- 39.3 The notice must describe the conduct that constitutes a nuisance or indicate the provision that has allegedly been contravened. The recipient must be warned that if the conduct or contravention persists, the Section's owner will be penalised.
- 39.4 If the Resident, a resident's employee or visitor persists in the particular conduct or contravention of a specific rule, the Trustees will convene a meeting to discuss the matter.
- 39.5 The Section owner will receive a written notice in which the alleged transgressor is informed of the purpose of the meeting and invited to attend at least 7 (seven) days before the meeting is held. At the meeting, the transgressor must be allowed to present his case, but except in so far as the Trustees permit them, they may only participate in part of the meeting.
- 39.6 After the transgressor has been allowed to present his case, and if the majority of the Trustees present at the meeting agree that a provision/s of the Conduct Rules have been contravened, the Trustees may, by majority resolution, impose a reasonable penalty on the transgressor.
- 39.7 The Trustees will record the outcome of the meeting and may resolve to:
- (a) Uphold the penalty;
 - (b) Reduce the penalty; or
 - (c) Withdraw the penalty.

- 39.8 A Trustee will not be entitled to participate in the meeting in their capacity as a Trustee if they or any occupants and tenants occupy the Section that they own and/or represent the alleged transgressor.
- 39.9 The imposition of any penalty in terms hereof shall be without prejudice to, shall not affect, and shall not be in addition to any other rights available to the HRBC at law, including, in particular, its right to apply for an order to the CSOS, compelling any Resident to comply with the provisions of these rules or to desist from infringing same.
- 39.10 The Trustees or Residents may, at any time, lodge a dispute at the CSOS to resolve the matter if they are satisfied that all internal dispute mechanisms have been exhausted.
- 39.11 The CSOS Adjudication Order will be final and binding on the parties.
- 39.12 The fines and penalties will be less than the monthly levy charged to the owner involved.
- 39.13 If the fine and penalties in any month exceed the monthly levy, indicated on the Fines and Penalties Transgression Chart, the amount will be reduced to the levy amount less R100. For example, if the levy is R 1800.00, the acceptable amount will be R 1700.00.

40. CAREGIVERS

- 40.1 Should a Resident require a home-based live-in carer, a formal application must be made to the HRBC for consideration and approval. All matters surrounding the appointment and use of a caregiver shall be subject to the rules and regulations of the Health Care Centre operator and the HRBC.

41. FINE AND PENALTY TRANSGRESSION CHART ANNEXURE "A"

A	DESCRIPTION (Warnings for First Offence)	PENALTY
B	(Second Offence: R 500.00) (Third Offence: R 1000.00) (Fourth Offence: R 2000.00)	
	DISTURBANCES	
1.1	Noise outside specified times by any owner/tenant, employee, visitor, supplier, customer, worker, or contractor.	Monetary fine as above
2	ANIMALS	
2.1	Unauthorised animals in HRBC.	Monetary fine as above
2.2	Any animal causing a nuisance and/or disturbance in the HRBC.	Monetary fine as above
2.3	Dogs roaming/walking without a leash.	Monetary fine as above
2.4	Dogs defecating in public and on common property.	Monetary fine as above
3	TRAFFIC AND TRANSPORT VEHICLES	
3.1	Speeding in HRBC.	Monetary fine as above
3.2	Reckless driving (not abiding by traffic rules and tailgating).	Monetary fine as above
3.3	Illegal parking or blocking the driveway in the HRBC.	Monetary fine as above
3.4	Unauthorised, unlicensed, and un-roadworthy vehicle.	Monetary fine as above
3.5	Trucks, trailers, boats, caravans, or motorhomes may only be parked or stored with the prior written approval of the Trustees.	Monetary fine as above

4	ENVIRONMENTAL	
4.1	Oil spillages on the road, parking bays or common property.	Monetary fine as above
4.2	Littering on common property, adjacent units, or walkways.	Monetary fine as above
4.3	Removing or planting plants or flowers on the common property without the Trustee's permission.	Monetary fine as above
4.4	Tampering with the fire-fighter equipment.	Monetary fine as above
5	BUILDING	
5.1	Contractors transgressing the Conduct Rules during the building period.	Monetary fine as above
5.2	Where alterations are made without such approved plans, the Body Corporate reserves the right to insist they must be reversed. It may levy a monthly penalty of R 1,000 every month, during which such reversal still needs to be completed.	Monetary fine as above
5.3	Unauthorised use of water from another unit or HRBC.	Monetary fine as above
5.4	Damage of any description of HRBC property, including the common property, plus repair/rehabilitation and restoration costs.	Monetary fine as above
6	MISCELLANEOUS	
6.1	Aesthetically displeasing or undesirable objects in and around the section or exclusive use areas.	Monetary fine as above
6.2	Unauthorised business practices on the premises or businesses causing noise and/or disturbance in the HRBC.	Monetary fine as above
6.3	Refuse boxes and materials stored on driveways or the common property.	Monetary fine as above
6.4	Any other provision of the Conduct Rules not explicitly mentioned in the Fine and Penalty Transgression Chart.	Monetary fine as above