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A C T I V E C A R E F R E E L I V I N G

**THE RETREAT AT HAZELDEAN RETIREMENT SCHEME**

**CONDUCT RULES**

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



## INTRODUCTION

Welcome to The Retreat at Hazeldean. For your peace of mind and information, we enclose a copy of the Conduct Rules and would appreciate it if you would familiarise yourself with them, and comply with these rules.

It is the aim of the Directors to provide the carefree atmosphere that you envisaged when you either purchased or rented a unit, but in order to achieve this, these Conduct Rules are necessary, and after careful consideration and discussion with the Retreat at Hazeldean Owners Association (RHOA), have been imposed on all the RHOA residents.

These rules have been established to promote neighbourly relationships and to protect owners. Living in close proximity with your neighbours makes one more aware of their activities, and them of yours! This therefore requires more care and consideration of everyone, for everyone residing in the complex.

It is in the interests of all owners that the Conduct Rules be complied with, not only to the letter of the Rule, but in the spirit of townhouse living and in a way that will promote harmony among residents.

In the event of annoyance, aggravation or complaints occurring between residents of units, an attempt shall first be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be solved amicably between the parties, the matter should be brought to the attention of the Directors in writing. The Directors may require that a complaint be submitted to them in the form of an affidavit before they can act on it.

Restrictions do have a positive connotation - the benefit and protection that you can obtain from their existence and enforcement.



## THE RETREAT AT HAZELDEAN RETIRMENT SCHEME

### CONDUCT RULES

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## THE RETREAT AT HAZELDEAN RETIRMENT SCHEME

Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect.

For the purpose of these Rules the term clause shall include all sub-clauses.

Where the word "he/his" is used in any rule, it includes "her/hers" or any company: close corporation; Trust or Estate which is the registered owner of a section in The RHOA.

In terms of the Sectional Titles Act 95 of 1986 the following applies: Duties of owners and occupiers of units

### **A1 STATUTORY AND GENERAL**

An owner:

- 1.1. shall not use his unit, exclusive use area or any other part of the common property, or permit it to be used, in such a manner as to be a nuisance to any other owner or as shall be injurious to the good name of the building;
- 1.2. shall not contravene, or permit the contravention of, any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the building or the common property, or contravene or permit the contravention of the conditions of title applicable to his unit or to his exclusive use area;
- 1.3. shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other units, the common property or any exclusive use area;
- 1.4. shall not do anything to his unit or exclusive use area which is likely to prejudice the aesthetic appearance of the building;
- 1.5. shall, when the purpose for which an exclusive use area is intended to be used, as shown expressly or by implication on or by registered sectional plan, not use, nor permit such exclusive use area to be used, for any other purpose, except with the written consent of the Directors, such exclusive use area may be used for another purpose;
- 1.6. shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the Directors, which shall not be unreasonably withheld;
- 1.7. shall adhere to all the Conduct Rules approved for the Retreat at Hazeldean Owners Association now and in future.

## **A2 BINDING NATURE**

The provision of these Conduct Rules and the duties of the owner in relation to the use and occupation of units and common property shall be binding on the owner of any unit and any lessee or other occupant of any unit, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant including employees, guests and any member of his family, his lessee or his occupant.

Without derogating from the provisions and generalities of the prescribed General Rules pertaining to duties of owners and occupants, further provision of the control, management, use and enjoyment of the units and common property shall be as set out.

### **1. ACCESS CONTROL**

- 1.1. Two access control remotes will be issued to all owners as part of their handover pack by the developer's project manager. The access control system consists of two access methods, one for Residents and one for Visitors. The procedure for residents are as follows:
  - 1.1.1. Resident may only make use of the two outer lanes at the gatehouse to gain access to and from the Retreat by pressing their remotes to open and close the booms;
  - 1.1.2. In the event that an owner does not stay in the development but rents out his unit, the owner must ensure that he hands his remotes to his tenant.
- 1.2. All visitors to the Retreat will make use of the inner lanes to gain access to and from the Retreat and by following the steps below:
  - 1.2.1. The visitor drives up to the boom where he will be stopped by the security officer on duty and asked to identify himself by looking into the camera positioned on the gooseneck at the gatehouse entrance;
  - 1.2.2. The security officer will enquire from the Visitor which unit he will be visiting;
  - 1.2.3. The security officer will then make a phone call from the gatehouse to the unit mentioned by the visitor and request permission from the resident to grant access to the visitor;
  - 1.2.4. The resident will confirm access by pressing 9 on his phone which will trigger the boom to open to allow access to the visitor.
  - 1.2.5. Residents will each be issued with an exit number for visitors which the visitor must punch in on the control panel at the gate which will trigger the boom to open to allow the visitor to exit the complex.
- 1.3. No owner and/or resident and/or staff are to request the security officer on duty to buzz other tenants or owners units at the gate if they have



forgotten/lost or misplaced their remote controls.

- 1.4. In the event of the RHOA constructing/erecting/installing a communication system to each unit the Directors are hereby authorised to make any and all rules that may be required/necessary/applicable for the security and safety of the residents of the RHOA.
- 1.5. If no answer is received from a unit via the phone call from the guard or any other intercom system at the gatehouse or no written instruction has been left at the entrance advising of a visitor's visit, access will be denied. The Directors are empowered to alter or modify this rule from time to time as circumstances dictate.
- 1.6. Access shall be denied to any persons on foot, unless such visitor is personally signed in at the security point by the resident or occupier. Domestic visitors will be required to be registered with security and sign in and out daily.
- 1.7. To minimise the security risk at the RHOA it is the duty of owners or residents to inform the guards or Directors of their contract with workmen, plumbers, electricians, painters, curtaining and/or carpet contractors who move around the property in the performance of their work. These contractors will require a letter from the resident authorising them to work on the relevant unit, and will not be allowed onto the property without authorisation.
- 1.8. Persons entering or exiting the complex may be subject to a search by security personnel. Any goods leaving or entering the complex have to be accompanied by the occupier of the unit authorising in writing the removal of goods.
- 1.9. In the event that a resident has lost or misplaced a remote control, it must be reported to the security company and or the trustee responsible for security without delay.
- 1.10. New remote controls will only be issued to residents upon application in writing to the board of Directors and upon payment of the remote control replacement fee to the board of Directors. The fee to be determined from time to time by the board of Directors.
- 1.11. Residents are limited to two remotes per unit and special application must be made to the board of Directors in the event a resident requires additional remotes.
- 1.12. No owner or occupier may in any way whatsoever interfere with or give instructions to any of the security personnel employed by the RHOA from time to time to safeguard the complex. In particular, no owner or occupier shall instruct any of the security personnel or staff employed by The RHOA



to perform any task for him other than in emergency or to wash cars, clean any part of his section or any other part of the Common Property.

## **2. BEHAVIOUR OF CHILDREN, EMPLOYEES AND VISITORS**

- 2.1. Residents must supervise their children and the children of visitors to ensure that no damage is caused to the common property or nuisance caused to other residents.
- 2.2. Owners must ensure that occupants, visitors, guest, employees and children do not interfere with fire hose reels, plants, light fittings, garden furniture, water features, light fittings or any other equipment in The RHOA.
- 2.3. Owners or occupants of units will be held responsible if they or their visitors, guests, children or employees cause damage or loss of any kind whatsoever in any part of The RHOA.
- 2.4. For their safety children are not allowed to ride tricycles/bicycles and skate boards, roller blades etc, or play on the common property near the gate entrance of The RHOA.
- 2.5. Owners or occupants are to ensure that their children do not create disturbance or noise so as to disturb residents.
- 2.6. Should the RHOA face any legal action or incur any legal expense or penalty as a result of excessive occupancy (particularly in the staff quarters) or misbehavior by any owner or his employee, lessee, or visitor or guest or child of any of the aforesaid, the owner and/or the persons concerned will be held liable for any cost, loss or damage incurred by The RHOA.

## **3. BUILDING: APPEARANCE FROM OUTSIDE**

- 3.1. The owner or occupier of a unit shall not place or do anything on any part of the common property, including balconies, patios, stoeps and gardens, which in the discretion of the Directors is aesthetically displeasing or undesirable when viewed from the outside of the unit or above.
- 3.2. The owner or occupant of a unit shall not place or do anything on any part of the housing unit that is visible from the outside which in the discretion of the Directors is aesthetically displeasing or undesirable when viewed from the outside of the unit or above.

#### **4. BUILDING: DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 4.1. An owner or occupier of a unit shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the Directors.
  - 4.1.1. Notwithstanding the sub-rule above, an owner or person authorised by him, may install:
    - 4.1.1.1. any locking device, safety gate, burglar bars or other safety device for the protection of his unit; or
    - 4.1.1.2. any screen or other device to prevent the entry of animals or insects;
  - 4.1.2. Provided that the Directors have first approved in writing the nature and design of the device and the manner of its installation, bearing the aesthetic appearance of the complex in mind.

#### **5. BUILDING: INTERIOR AND EXTERIOR ALTERATIONS INCLUDING AERIALS/SATELLITE DISHES FOR RADIOS AND TELEVISION**

- 5.1. Before any structural alterations are undertaken, the period within which the work must be completed must be agreed with the Architectural Review Committee (ARC) and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the deadline or if the common property is damaged.
- 5.2. Any alteration shall be carried out at reasonable hours (Monday to Friday from 07.30 to 17.00 with no work to be carried out on Saturdays, Sundays or Public Holidays) and shall not cause any undue disturbance to owners or occupiers of neighbouring sections.
- 5.3. Subject to the above rules, alterations, additions or decorations to the exterior of the units, including radio/television aerials and satellite dishes, or to exclusive use areas, or to any other portion of the common property, may not be made without the prior written consent of the Architectural Review Committee (ARC) and then only upon the terms and conditions contained in such consent. Should there, in the opinion of the Architectural Review Committee (ARC), be a possibility that an alteration or addition may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986, the Architectural Review Committee (ARC) may require a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition.
- 5.4. An owner or occupier (including his successor-in- title) of a section shall be



obliged to maintain at his cost all alterations and/or decorations made by him to the exterior of his unit in a state of good order and repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition unless a levy as agreed to by the board of Directors has been implemented and/or other arrangements have been agreed to.

- 5.5. An owner or occupier (including his successor-in-title) of a section shall be obliged to maintain all alterations, additions and/or decorations made by him to the exterior of his unit at his cost in a state of good order and repair and take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 5.6. If an owner or occupier of a unit fails to comply with the provision of the abovementioned rule and such failure persists for a period of 30 days after written notice to repair or maintain given by the Directors or the Managing Agents, the RHOA shall be entitled to remedy the owner's failure in question in such a manner as it ***in its sole discretion*** deems fit and to recover the cost of so doing from such owner.
- 5.7. Notwithstanding any approval granted by the ARC in writing, no alteration, addition or decoration to the exterior of a unit may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner or occupier of the unit concerned to obtain such necessary permit or approvals. At no cost to the ARC, the board of Directors or The RHOA.
- 5.8. Should any alteration, addition or decoration obstruct any employee or contractor of the RHOA in performing any work on the common property or common services, the owner or occupier concerned shall be liable for any additional costs incurred by the RHOA in the performing of such work.
- 5.9. No structural alteration to interior of units which may affect the strength of the structure or any servitude or implied servitude as defined in Section 28 of the Sectional Titles Act, 1986, including any alterations to plumbing and electrical installations may be carried out without prior written consent of the Directors or the approval of the municipal authorities. The Directors may require a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alterations or additions.
- 5.10. An owner or occupier of a unit shall not be entitled to interfere with electrical installations and plug points in the section, unless such work is undertaken by a licensed technician.
- 5.11. Interior repairs and maintenance, including geysers and hot water systems, are the responsibility of the owner or occupier of that unit and neither the supervisor, nor the managing agents, nor any employee of the RHOA are



to be requested to attend to such matters.

- 5.12. In the event of a contractor damaging any part of the common property while doing his work, this damage will be inspected by the Directors and/or the managing agents and recorded in writing and signed by the owner or the contractor or the domestic staff member as well as the Directors. Should it become apparent after the completion of the work by the contractor or others that damage has been caused, the owner concerned shall be responsible to the RHOA for the cost of any repairs required.
- 5.13. A resident shall keep and maintain the sewerage pipes, water pipes and drains in his unit free from obstruction and blockages and generally in a good state of repair. All outside water piping and drains form part of The RHOA's responsibility, once it has been taken over in a good state of repair from the Developer.
- 5.14. Guide lines (as approved by the Board of Directors and/or the RHOA ) for the installation of security gates, burglar bars, air conditioning units, TV antennas/dishes, solar heating, enclosing of patio's, rain protection covers, awnings, roll-up blinds, power generators, gas for heating or cooking, yard walls in exclusive use areas etc, are available upon written request from ARC. Please take note that the installation of all the above are subject to the recommendation of ARC and the approval of the Board of Directors.

## **6. BUILDING: OWNER'S FAILURE TO MAINTAIN**

If an owner

- 6.1. fails to repair or maintain his unit in a state of good repair as required by the Sectional Titles Act 95 of 1986; or
- 6.2. fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment;
- 6.3. and any such failure persists for a period of thirty (30) days after the giving of written notice to repair or maintain given by the Directors or the managing agent on their behalf, the RHOA shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

## **7. BUSINESS, AUCTIONS AND JUMBLE SALES**

- 7.1. No business or trade of any nature may be conducted in a unit or on the common property save with the written consent of the Directors. The granting or not of the consent is to be in the sole and absolute discretion of the Directors. In considering a request for consent to conduct a trade or business in a unit consent shall not be granted (in the sole and absolute



discretion of the Directors) where the trade or business is likely to inconvenience (with particular reference but not limited to the intrusion of motor vehicles of whatsoever nature) or cause a disturbance to any one or all of the owners and/or residents.

- 7.2. In the event of such consent being granted and the conducting of such trade or business (in the sole and absolute discretion of the Directors) causes inconvenience (with particular reference but not limited to the intrusion of motor vehicles of whatsoever nature) or causes a disturbance to any one or all of the owners and/or residents the consent so granted may be revoked by written notice to the beneficiary of the consent and in which event the trade or business is to cease with 30 (thirty) days from the date of such notice.

The revocation by the Directors shall be absolute and binding and not subject to appeal or review by any authority and/or any Court. No consent shall be granted to conduct a business or trade on the common property or in or on “exclusive use area.”

## **8. DOMESTICS, PRIVATE STAFF AND PRIVATE STAFF QUARTERS**

- 8.1. An owner or occupier of a unit shall be responsible for the activities and conduct of his private employees, specifically and especially chars, maids and gardeners and such, and shall ensure that such employees understand and not breach any rules, national or provincial legislation or local authority by-laws which may affect the scheme.
- 8.2. Chars and gardeners are not allowed to loiter on the common property, nor cause undue noise within units or on the common property or elsewhere.
- 8.3. Any owner or occupier whose private employee consistently fails to abide by the Conduct Rules may be requested to remove such employee from the property if so instructed in writing by the Directors.
- 8.4. No owner or occupier of a unit may request personal duties to be performed by any member of The RHOA staff employed by the RHOA during working hours.

## **9. FIREARMS / THROWING OF STONES/FIREWORKS**

- 9.1. No firearms, pellet guns or fireworks may be discharged within the confines of the RHOA scheme.
- 9.2. No stones or solid objects may be thrown or propelled within the confines of the RHOA scheme.

## 10. FIRE HOSES

- 10.1. An owner or occupier of a unit should not under any circumstances except in the case of a fire, break the seal on any of the fire hoses or fire hydrants in the complex. Any person found tampering with the seals or breaking the seals or in any way use the fire hoses/fire hydrants for any other purpose other than that for which it was intended or causes any consequential damage to the fire hoses/fire hydrants will be fined the fee plus 25% it will cost the RHOA to have them resealed and/or repaired.

## 11. GARDENS

- 11.1. The Developer has, in terms of Section 27A of the Sectional Titles Act, 1986, imposed and created the following sole utilisation areas in favour of the owners of the sections from time to time, as set out in Annexures hereto, being respectively a schedule and layout plan of exclusive use areas, the right to use of a part of the common property for their sole utilisation.
  - 11.1.1. An exclusive use area created in terms of Section 27A of the Sectional Titles Act, 1986, entitles an owner of a section to which the said area attaches, to the exclusive use of such area to the exclusion of all other persons.
  - 11.1.2. The exclusive use areas created shall be as follows:
    - 11.1.2.1. each garden reflected in Annexure hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure and as determined in the layout plan attached hereto marked Annexure;
    - 11.1.3. The holder of the right to an exclusive use area created in terms of Section 27A of the Sectional Titles Act, 1986, shall be entitled to transfer such right to any owner of a unit in the scheme by entering into a written cession of such right and causing such cession to be minuted at a meeting of the Directors of the RHOA. The Directors shall be obliged to record such cession at the first meeting of Directors after the cession document has been handed to any trustee if:
      - 11.1.3.1. the cession is in writing;
      - 11.1.3.2. the parties to the cession are owners of units in the scheme; and
      - 11.1.3.3. the description of the exclusive use area is clear from the document.
    - 11.1.4. The RHOA shall be entitled to determine and collect special levies for the maintenance of any of the exclusive use areas created in terms hereof.
  - 11.2. An owner or occupier of a unit shall maintain his exclusive use area for garden purposes only, in a neat and tidy condition.

- 11.3. In the event that lawns are mowed by employees of the RHOA or any agents appointed to look after the gardens, the lawns will not be mowed if animal excrement is evident on the lawn. Owners will be responsible for removing all animal excrement before lawns are mowed. Should excrement not be removed, the owner will be responsible for the mowing of the lawn.
- 11.4. No plant or flower may be picked from, nor may any damage be caused to, the garden areas on the common property which are not part of any exclusive use area, and the natural fauna and flora shall not be destroyed, removed or damaged in any way without prior written consent of the Directors.
- 11.5. Garden tools and other equipment shall not be kept in any place where they will be viewed from other units or any portion of the common property.
- 11.6. Watering of individual gardens is to be done by the owners, and all local authority rules or special regulations regarding water restrictions, should they exist, are to be adhered to. The Directors or the managing agents will not be liable for any fines imposed by the local authority on any owner or occupant found not adhering to special regulations such as water restrictions.
- 11.7. Wall plants and creepers must be properly maintained and not be allowed to cause damage to walls, brickwork or other parts of the structure and must be cut back at the request of the Directors. Any damage caused will be repaired for the account of the resident responsible.

## **12. LAUNDRY**

- 12.1. An owner or occupier of a unit shall not, without the prior written consent of the Directors, erect his own washing lines, nor place or hang any washing or laundry or any other items on any part of the building or the common property where it is visible from outside the building or from any other unit.
- 12.2. Any washing hung out to dry, at a unit in the designated washing line areas, is at the sole risk of the owner thereof.
- 12.3. No washing may be hung out to dry over walls, balcony walls or railings.
- 12.4. No washing may be hung in windows.

## **13. LETTING OF UNITS**



- 13.1. All tenants of units or other persons granted rights of occupancy by any owner of the unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 13.2. The owner of a unit shall be obliged to provide the tenant with a copy of the Conduct Rules, obtainable from the Directors or Managing Agents, and ensure that the tenant of his unit or other person granted rights of occupancy by him is obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant or rights of occupancy.
- 13.3. For security reasons, the owner of a unit or the agents managing the lease shall be obliged to notify the Directors in writing at least 14 days before the commencement of a lease of his unit of the full names of the tenant and of the period of the lease. Similarly, an owner shall forthwith notify the Directors in writing of the full names of any other person granted rights of occupancy.
- 13.4. The number of persons who permanently reside in a section shall be limited to and in terms of the applicable local authority law.

#### **14. LITTERING**

- 14.1. An owner or occupant of a unit shall not deposit, throw or permit or allow to be deposited or thrown, on the common property any rubbish, including excrement, dirt, cigarette butts, food scraps or any other litter whatsoever.

#### **15. LOSS OR DAMAGE**

- 15.1. The RHOA/Managing Agents/ Directors and/or Association staff shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section or any member of his family, or his employee or staff or his relative, friend, acquaintance, visitor, invitee or guest may sustain physically or to his or their property, directly or indirectly, in or about the common property or in the individual units by reason of any defect in the common property, its amenities or in the individual units, or for any act done or any neglect on the part of the RHOA or any of the RHOA employees, staff, agents or contractors.
- 15.2. The RHOA or its agents and staff shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and the delivery or non-delivery of goods, postal matter or other property.

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

## **CARPORT/PARKING BAY**

- 16.1. The Developer has, in terms of Section 27A of the Sectional Titles Act, 1986, imposed and created the following exclusive use areas in favour of the owners of the sections from time to time, as set out in Annexures hereto, being respectively a schedule and layout plan of exclusive use areas, the right to use of a part of the common property for their sole utilisation.
- 16.1.1. An exclusive use area created in terms of Section 27A of the Sectional Titles Act, 1986, entitles an owner of a section to which the said area attaches, to the exclusive use of such area to the exclusion of all other persons.
- 16.1.2. The exclusive use areas created shall be as follows:
- 16.1.2.1. each carport (covered parking) reflected in Annexure hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure and as determined in the layout plan attached hereto marked Annexure;
- 16.1.2.2. each parking bay reflected in Annexure hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure and as determined in the layout plan attached hereto marked Annexure;
- 16.1.3. The holder of the right to an exclusive use area created in terms of Section 27A of the Sectional Titles Act, 1986, shall be entitled to transfer such right to any owner of a unit in the scheme by entering into a written cession of such right and causing such cession to be minuted at a meeting of the Directors of the RHOA. The Directors shall be obliged to record such cession at the first meeting of Directors after the cession document has been handed to any trustee if:
- 16.1.3.1. the cession is in writing;
- 16.1.3.2. the parties to the cession are owners of units in the scheme; and
- 16.1.3.3. the description of the exclusive use area is clear from the document.
- 16.1.4. The RHOA shall determine and collect a special levy for the maintenance and insurance of carports allocated to owners. The RHOA shall be entitled to determine and collect special levies for the maintenance of any of the exclusive use areas created in terms hereof.
- 16.1.5. The RHOA may request the delineation and/or cession of an exclusive use right allocated to owners in terms hereof by The Developer. (pending and investigation with regards to ownership/registration of carports in the name of the owner of a unit)



- 16.2. Road signs on the common property shall be observed, and particularly the speed limit of 20 km/h.
- 16.3. Vehicles may not be driven within the common property in any manner which creates a nuisance or is considered by the RHOA not to be in the interest of safety.
- 16.4. Unlicensed persons are not permitted to drive any vehicle within the common property.
- 16.5. Hooters shall not be sounded within the common property other than in emergencies.
- 16.6. Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the RHOA for that purpose and in such a way that the flow of traffic and access to and egress from carport/parking bay is not obstructed. Parking on the lawns is prohibited and damaged lawns or gardens will be for the account of the owner.

Notwithstanding anything herein contained owners and permanent residents are to park vehicles in the carports/parking bays forming part of their sections (if applicable) All other parking areas are reserved for visitors provided however on good cause being shown the Directors may allocate not to more than one of the visitors parking bays/carports to an owner or resident. Having made the allocations the Directors may for whatever reason revoke such allocation without ascribing a reason therefore.

- 16.7. One vehicle may not occupy two visitor parking bays/carports.
- 16.8. Two vehicles may not be parked in one parking bay or carport if they protrude beyond the designated parking area.
- 16.9. A resident shall not at any time use a carport or parking bay other than for the parking of a motor vehicle. No parking bay or carport shall be used for the dumping of builders' rubble or any other rubbish.
- 16.10. Damaged vehicles, vehicles that are not in general use, vehicles that drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Directors in writing.
- 16.11. No trucks, caravans, trailers, boats or other heavy vehicles may at any time be parked on any portion of the common property without the prior written consent of the Directors. Any of the above mentioned shall be registered with the Directors and display the RHOA residents' disk indicating unit number and registration number. The Directors may instruct any of the above vehicles parked, standing or abandoned on the common property in contravention of these Rules to be removed or towed away, at

the risk and expense of the owner.

- 16.12. No person may dismantle or effect major repairs to any vehicles on any portion of the common property, including carports or parking bays.
- 16.13. Washing of vehicles on the common property is permitted, but fire hoses may under no circumstances be used for this purpose.
- 16.14. Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the risk and responsibility of the owner of such vehicle and that no liability shall attach to the RHOA or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming having been parked on the property.
- 16.15. Car alarms that are triggered must be attended to by the owner of the vehicle immediately. Should the owner of the vehicle be absent from the complex, and the vehicle alarm causes a disturbance to the residents in the complex, the Directors will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle.

## **17. MOVE-IN AND MOVE-OUTS**

- 17.1. Each unit owner is responsible for ensuring and supervising that he, his tenants, domestic staff and contractors do not damage any part of the common property when moving in and out of the complex. Should it become apparent after the move in or move out or completion of the work by the contractor or others that damage has been caused, the owner concerned shall be responsible to the RHOA for any repairs required.

## **18. NOISE**

- 18.1. An owner or occupier of a unit shall ensure that he and his visitors and guests do not make or cause undue noise at all times. This rule applies to the building, common property and the swimming pool areas. Excessive noise which is not ceased on request from fellow residents is to be reported to the South African Police Services as disturbance of the peace.
- 18.2. All noisy work and especially construction, is limited to weekdays between 07:30 and 17:00, with no work to be undertaken on Saturdays, Sundays or Public Holidays. Under no circumstances is gutting of any nature allowed on Saturdays, Sundays or Public Holidays. Any knocking of nails and hanging of pictures should be done at a reasonable hour so as not to disturb neighbours.
- 18.3. No owners or occupant of a unit shall do or permit to be done or persist in

doing any act, matter or thing which may cause or tend to cause a nuisance to any other owner or occupants of the building including the loud playing of any musical instrument, radios, record players, compact disc players, television sets and videos.

- 18.4. Social functions are to be limited to a size and noise level having due regard for neighbours
- 18.5. The RHOA staff, private employees and their visitors must make every effort to perform their duties quietly and avoid vocal disturbance on the common property

## **19. PESTS: ERADICATION OF**

- 19.1. An owner shall keep his unit free from white ants, cockroaches, borer and other wood destroying or other insects and to this end shall permit the Directors, the managing agents and its duly authorised agents or employees, to enter upon his unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection or eradicating of any pests as may be found within the unit, replacement of any woodwork or other material forming part of such unit which may be damaged by any such pests, shall be borne by the owner of the unit concerned.

## **20. PETS: ANIMALS, REPTILES AND BIRDS**

- 20.1. No pets other than those correctly registered at the time these rules are approved are allowed within the confines of The RHOA provided that they abide by the applicable rules. If these pets are removed/die, they may not be replaced.
- 20.2. Permission to house a pet may only have been given by the Directors/managing agents on approval from the Directors in writing, and in so doing the Directors can prescribe any reasonable conditions. Any permission given by the Directors to house pets may be revoked at any stage by the Directors at their discretion.
- 20.3. Pets must not cause a disturbance at any time. Should an animal cause a disturbance and an owner be warned, in writing by the RHOA, Directors or the managing agents, to stop the disturbance, and it continues, the permission to house the animal will be withdrawn by the Directors and the pet is to be removed. Should the pet not be removed by the owner after written warning, arrangements will be made for the pet to be removed at the cost of the owner of the pet.
- 20.4. Owners of pets shall be responsible for the removal of their animal's



excrement within their exclusive use areas as well as from the common property. Excrement is to be removed from the common property immediately so as not to be unsightly to fellow residents. Owners shall also ensure that excrement within their exclusive use areas shall not cause a nuisance or be unsightly.

- 20.5. Pets shall be leashed **and** properly controlled when on the common property.
- 20.6. Cats which have not been neutered or spayed may not be kept in the complex. Certificates guaranteeing spaying/neutering is to be submitted to the Directors/managing agents when asking permission to keep a cat. Should the animal be too young to be spayed/neutered, a certificate proving the spaying/neutering should be handed to the Directors/managing agents within a year of gaining permission to keep the animal. Should such a certificate not be provided, the cat will be removed at the cost of the owner of the cat.
- 20.7. Bitches on heat are not allowed on the common property at any time, and, should a nuisance be caused, the animal should be removed immediately to kennels.
- 20.8. Vicious animals of any nature may not be kept in any unit or on the common property.
- 20.9. Aviaries are not permitted other than with the consent of the Directors.
- 20.10. The RHOA, Directors, managing agents or its appointed employees shall not be liable for any injury to any pet in the complex, including the common property and driveways.

## **21. REFUSE DISPOSAL**

- 21.1. Refuse is to be disposed of in the 240l wheelie bins for removal by the appointed contractor for The RHOA on the day so notified The RHOA or management. No refuse is to be left outside units on any other day. All refuse is to be placed in proper refuse disposal bags inside the 240l wheelie bins.
- 21.2. A penalty fee of R500 will be imposed against any owner/tenant/domestic worker of an owner or tenant and/or visitor for transgressing this rule;
- 21.3. The bins will be cleaned and sanitised by the appointed RHOA contractor.

## **22. SIGNS AND NOTICES**

- 22.1. No owner, letting or managing agent, except for Sabreal (Pty) Ltd, or occupier of a unit shall place or permit to be placed, any sign, notice, billboard or advertisement of any kind whatsoever on or at that unit, or on or about any part of the common property, without the consent of the Directors. A penalty of R1000 will be raised against the owner, letting or managing agent for transgressing this rule.
- 22.2. No notices, leaflets, circulars or similar objects may be distributed in The Retreat at Hazeldean without the prior consent of the Directors.

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

- 23.1. An owner or occupier shall not store any inflammatory materials, or do or permit or allow to be done, any dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the RHOA on any insurance policy.

## **24. COMMUNAL FACILITIES**

- 24.1. Certain communal facilities is to be established on Tijger Vallei Ext 24 Township or such other designated property, comprising, but not necessarily limited to, a clubhouse and related facilities and frail care facility.
- 24.2. The communal facilities is primarily for the use of owners and residents of units within the Retreat, but it may be used by their visitors or guests provided that they are accompanied by an owner or occupier and that they comply with the Communal Facilities Conduct Rules. Owners and occupiers of units are responsible for the behaviour of their visitors or guests and shall ensure that their number at any one time is not such so as to prejudice the comfort, enjoyment or convenience of other owners and occupiers wishing to make use of the facilities. The Retreat at Hazeldean Owners Association reserves the right to restrict the use of the facilities.
- 24.3. A copy of the Communal Facilities Conduct Rules is available from the Managing agent on request.

## **25. OWNER OR OCCUPIER NOT THE AUTHORISED AGENT OF THE RHOA**

Only the duly elected Directors of the RHOA may, subject to any restrictions placed on the Directors by the members of the RHOA, enter into any contract on behalf of the RHOA and incur any liability for the RHOA and then only by two such Directors acting simultaneously. No other owner or occupier may in any way whatsoever enter into any such contract on behalf of or incur any



liability on behalf of the RHOA, without written consent of the Directors first being obtained.

## **26. PARKING TOKENS (if applicable)**

- 26.1. The RHOA shall issue parking tokens to members on the following basis:
  - 26.1.1. In the event of an owner (or his/her/its tenant) owning one motor vehicle one parking token will be granted
  - 26.1.2. In the event of an owner (or his/her/its tenant) owning two motor vehicles two parking tokens will be granted.
  - 26.1.3. Where the Directors have given permission in terms of the Conduct Rules for the parking of a third car on common property a third parking token will be granted.
  - 26.1.4. Members shall apply to the Managing Agents for the parking token who shall submit same to the Directors for a decision. The application shall indicate the make, colour and registration of the member's vehicle (in terms of the application form annexed hereto.)
- 26.2. In the event of a member changing his vehicle the old parking token (or the remnants thereof) must be returned and the above particulars must be furnished in respect of the new vehicle.
- 26.3. Owners and/or residents who are not in possession of valid The RHOA parking tokens will be required to sign the register on entering the confines of the complex.
- 26.4. Where the unit is tenanted the owner must make the application on behalf of the tenant and supply the appropriate details. The parking token will be given to the owner. Under no circumstances will parking tokens be given to persons other than the owner, UNLESS the owner authorise the managing agent in writing to hand the parking token to a specific person.
- 26.5. Visitors will only be admitted (by the security guard on duty) to the complex on the authority of the resident. If the resident is not at home no admittance will be granted.
- 26.6. Please take notice that the guards have no discretion in this matter. Should they disregard these instructions it will lead to serious consequences.
- 26.7. **Owners who are in arrear with the payment of their levies and who are in constant breach of the Conduct Rules will not be issued with new parking tokens or access cards should they change or replace their motor vehicles or loose or misplaced their access cards.**



## **27. CHANGES TO CONDUCT RULES**

The Directors shall from time to time be authorised to alter, amend, substitute and or repeal any rule contained in these Conduct Rules or introduce new rule or rules without the necessity of being empowered by a Special Resolution of the members of the RHOA: Provided that the Directors shall give 14 days notice of such a proposed alteration, amendment substitution or repeal or introduction of a new rule or rules to members of the RHOA calling upon any member who has an objection to such alteration, amendment, substitution or repeal or introduction to advise the Directors in writing of such objection and the reason therefore.

In the event of the Directors receiving should such an objection in writing a Special General Meeting shall be convened to consider the alteration, amendment, substitution or repeal or introduction of the rule or rules.

The Special General Meeting so convened a shall by way of Special Resolution either accept, amend or reject the proposed alteration, amendment, substitution or repeal or introduction of the rule or rules.

## **28. SECURITY LIGHTS ON ESTATE:**

- 28.1. As part of the security of the Estate, lights have been attached to the outside of units. These lights are connected to the electricity supply of each unit. These lights work on a day/night switch and may not be switched of by the owner or tenant of a unit, regardless of the status of occupancy of the unit.
- 28.2. It is imperative in the interest of all residents that owners or tenants must at all times adhere to this rule.
- 28.3. On the first transgression of this rule the owner or tenant will get a warning in writing or per e-mail.
- 28.4. On the second transgression the owner or tenant will be fined R1000.00 which will be added to the owner's levy account without notification.
- 28.5. On the third transgression the owner or tenant will be fined R5000.00 which will be added to the owner's levy account without notification.
- 28.6. The maintenance on these outside lights will be for the RHOA's account.
- 28.7. Owners and/or tenants must please inform the maintenance staff to replace the bulbs, should the lights not go on in the evening. For this purpose a form (job card) must be completed at the reception.



## 29. PARKING VEHICLES

The provisions of this rule shall in no way be construed as amending or derogating from any other provision contained in these rules however should there be a conflict between this rule and any other rule dealing with parking of vehicles then and in that event this rule shall prevail.

A member or resident shall only be permitted to house on the complex the number of motor vehicles equal to the number of carports/parking bays allocated to or forming part of the section applicable to that owner or resident.

Permission to park one additional motor vehicle on the common property may be granted by the Directors on receipt of a motivated application from a member.

In the event of a resident (i.e. a non-member) requiring this permission then such application shall be made by the owner on behalf of the non-owner residing in that owner's unit.

## 30. LIMITATION OF OCCUPANCY

30.1. The number of persons that reside in a section shall be limited to two per recognised bedroom as indicated on the sectional or building plans of the complex. This prohibition shall not be applicable to visitors residing in the section for a period not exceeding 30 days.

30.2. An age limit of 55 is applicable to residents residing in the Retreat at Hazeldean. This restriction does not apply to visitors residing in the unit for a period not exceeding 30 days per year or to a care worker taking care of a resident as duly approved by the RHOA.

## 31. POST BOXES

31.1. Each resident at the Retreat will automatically receive a post box which is located at the Clubhouse.

31.2. The postal address for the Retreat is as follows:

**Name of Resident**  
**Unit Number: xxx**  
**Postnet Suite 3**  
**Private Bag X37**  
**Lynnwood ridge, 0400**

31.3. The numbering of the post boxes will correspond to the unit numbers.

- 31.4. A single key will be issued to the owner to open the post box upon handover of the unit by the project manager for the developer. In instances where the owner does not occupy the unit but rents the unit out, the owners must ensure that the tenant/occupant are in receipt of a key.
- 31.5. The key reflects a unique number, so in the event of a key being lost, misplaced or stolen, the owner will have to get a new key cut at a locksmith.
- 31.6. A copy of the key will also be handed to the Clubhouse Manager for safe keeping.
- 31.7. The person responsible for handling the postage will make regular visits to the Hazeldean Square Retail Centre, where they will collect the post in a private bag for the Retreat and then upon return distribute the post into the different post boxes of the residents.
- 31.8. Packages collected and/or postal items too big for the post box will be kept at the Clubhouse reception for collection;
- 31.9. To arrange for collection of packages and assigned post, please contact the Clubhouse Manager for further information.
- 31.10. Resident's name, surname and unit number **MUST** reflect on all postage

## **32. REGISTRATION OF SELLING / LETTING AGENCIES**

- 32.1. Only registered agencies approved by the Board of Directors/Directors are allowed to sell and /or let houses/apartments/rooms at The Retreat Hazeldean.
- 32.2. Agencies must apply for registration on the prescribed form which can be obtained from the Managing Agent and or the estate manager.
- 32.3. The Fee for registration of agencies will be R1 000

## **33. CHANGES TO CONDUCT RULES FOR INDIVIDUAL BODY CORPORATES**

- 33.1. Changes to conduct rules to be made at an Annual General Meeting of the RHOA to ensure that the conduct rules for all BC's are the same to ensure that the greater RHOA function as one entity

## **A3 APARTMENT UNITS SPECIFIC RULES** Annexure C

## Annexure C

### THE RETREAT AT HAZELDEAN APARTMENTS CONDUCT RULES

The under mentioned conduct rules be applicable to the Apartments.

#### 1. General Rules

- 1.1. No electrical or gas heaters will be allowed.
- 1.2. Only oil heaters and wall mounted asbestos heaters will be allowed.
- 1.3. Residents will not be allowed to make open fires on patio, please use designated braai facilities.
- 1.4. No washing to be hung over patio furniture or balcony railings.

#### 2. Services to Apartment:

##### 2.1. Meals

- 2.1.1. 15 Meals are included in the monthly levy, payable to the Hazeldean Owners Association
- 2.1.2. Meals as part of the levy will be provided on Monday, Wednesday and Friday
- 2.1.3. in the Ladies bar at the clubhouse
- 2.1.4. between 12h00 and 13h30.
- 2.1.5. Meals will only be delivered directly to any unit if authorised by the nurse on duty.
  - 2.1.5.1. Crockery and cutlery will be collected by service provider.
- 2.1.6. Meals not taken would be forfeited and can not be carried over to the next month.
- 2.1.7. Additional meals can be ordered at the clubhouse reception by the 25<sup>th</sup> for the next month.
- 2.1.8. Additional meals ordered will be for the resident's own account and needs to be settled directly with the service provider.
- 2.1.9. Should the resident require assistance with meals, care workers will be available to assist by prior arrangement. The cost for this service would be for the resident's own account.
- 2.1.10. Any preferences related to health conditions must be communicated directly to the service provider.

## **2.2. Cleaning of Apartment**

- 2.2.1. Each unit would be cleaned once a week
- 2.2.2. as per the cleaning schedule determined by the service provider.
- 2.2.3. The cost for this service is included in the monthly levy, payable to the Hazeldean Owners Association.
- 2.2.4. The following will be done
  - 2.2.4.1. sweeping and washing of floors
  - 2.2.4.2. vacuuming of carpets
  - 2.2.4.3. dusting of furniture
  - 2.2.4.4. cleaning of bathroom
  - 2.2.4.5. cleaning of work tops in kitchenette.
- 2.2.5. The time spend per each unit will be limited to 1 (one) hour per unit per week.
- 2.2.6. Windows will be washed when necessary, but at least once every 6 months.
- 2.2.7. Additional cleaning services can be provided on request of resident, at an additional cost for the resident's own account and is payable directly to the service provider.
- 2.2.8. Any queries and complaints must be directed to service provider and not discussed directly with the cleaner.

## **2.3. Laundry**

- 2.3.1. Laundry will be done once a week
- 2.3.2. as per the cleaning schedule determined by the service provider
- 2.3.3. limited to a maximum of 6 kilogram per week.
- 2.3.4. Residents must deliver their dirty laundry to the laundry room in a clearly marked laundry bag
- 2.3.5. on the scheduled date by 9:00.
- 2.3.6. Clean laundry will be available for collection by the resident, from the laundry room at the Retreat clubhouse at 9:00 the following day.
- 2.3.7. Resident to supply own hangers.
- 2.3.8. The cost for this service is included in the monthly levy, payable to the Hazeldean Owners Association.



2.3.9. Additional laundry services can be provided on request of resident, at an additional cost for the resident's own account and is payable directly to the service provider.

2.3.10. Should residents require assistance with laundry, care workers will be available to assist by prior arrangement. The cost for this service would be for the resident's own account.

#### 2.4. Refuse removal

2.4.1. Refuse to be placed in designated refuse area by resident.

2.4.2. Should the resident require assistance this service could be provided at an additional cost to the resident.