

HARBOUR BAY VILLAGE

CONDUCT RULES

03.03.2023

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1. INTERPRETATION

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

- 1.1 **"Act"** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011), as amended from time to time;
- 1.2 **"Amenities and Facilities"** means such common areas, amenities and facilities situated within the Scheme or within Service Areas, for communal use by Owners and Residents, such as the reception, concierge desk, admin offices, lounges, restaurants, gymnasium, pools, gardens and spa and wellness centre;
- 1.3 **"Body Corporate"** shall mean Harbour Bay Village Body Corporate, the Body Corporate of the Scheme, established on the registration of transfer of the first unit;
- 1.4 **"Care Provider"** mean NobleCARE (PTY)Ltd, a limited liability private company duly incorporated in the Republic of South Africa with registration number 2017/296978/07 and sub-contracted by the Managing Agent to render the Care Services;
- 1.5 **"Care Services"** shall mean services rendered by the Managing Agent through a sole, sub-contracted Care Services Provider to the Body Corporate or Residents which include, but are not limited to, Primary Care Services, Premier Living Care Services, Managed Home-based Care Services and Frail & Memory Care Services as detailed in Annexure A of the Management Rules;
- 1.6 **"Common Property"** shall mean the land included in the Scheme and such parts of the building or buildings as are not included in a Section and shall inter alia include but not limited to the following:
 - 1.6.1 gatehouse
 - 1.6.2 gardens (excluding gardens situated within a Section or Exclusive Use Areas)
 - 1.6.3 herb garden
 - 1.6.4 external pool areas
 - 1.6.5 all roads and sidewalks;
 - 1.6.6 Service Areas
 - 1.6.7 All internal walkways and staircases
- 1.7 **"Development Period"** means the period commencing on the creation of the Body Corporate and terminating on the date that all Sections have been transferred from the Developer to third parties or on such earlier date as the Developer, in its sole discretion, notifies the Body Corporate in writing that the development period has ceased, whichever shall first occur;
- 1.8 **"Exclusive Use Area"** means an Exclusive Use Area as defined in the Act, being either an exclusive use area depicted on the sectional plan of the Scheme in terms of Section 27 of the Sectional Titles Act, or created in the Management Rules in terms of Section 10(7) of the Act (both of which methods provide for parts of the Common Property to be allocated for an Owner or Resident's exclusive use and enjoyment by virtue of his ownership of a particular Section);
- 1.9 **"In writing"** means Written or printed, or partly one or partly another and other modes of representing or producing words and/or figures in visible form or as provided for in the Electronic Communications and Transaction Act, No 24 of 2002;
- 1.10 **"Levy"** shall mean the monthly contributions that will be payable by the Registered Owners to the Body Corporate in terms of Section 3(1) of the Act, as set out in Annexure C to the Management Rules, or as revised by the Body Corporate from time to time read with Rules 24 and 25 of the Management Rules;
- 1.11 **"Management Rules"** shall mean the Management Rules of Harbour Bay Village Body Corporate;

- 1.12 **"Managing Agent"** shall mean a person or juristic person, as defined, appointed, and contracted in terms of this Agreement by the Developer during the Development Period and the Body Corporate thereafter, to perform the functions and exercise the powers that would otherwise be performed and exercised by the Trustees as set out in Annexure B to Management Agreement;
- 1.13 **"Owner"** shall mean, in relation to
- 1.13.1 a Section, subject to paragraph (b), the person registered as owner or holder thereof and includes the trustee in an insolvent estate, the liquidator or a company or close corporation which is an owner, and the executor of an owner who has died or the representative, recognised by law, of an owner who is a minor or of unsound mind or is otherwise under a disability, if such trustee, liquidator, executor or representative is acting within the scope of his or her authority;
 - 1.13.2 a Section and real rights in a Section
 - 1.13.2.1 registered in the names of both spouses in a marriage in community of property, either one or both of the spouses
 - 1.13.2.2 registered in the name of only one spouse and forming part of the joint estate of both spouses in a marriage in community of property, either one or both spouses,and 'owned' and 'ownership' have a corresponding meaning
- 1.14 **"Residents"** the nominated Occupant(s) / Tenant(s) occupying the Property in accordance with the provisions of Management Rule 31;
- 1.15 **"The Scheme"** shall mean the Harbour Bay Village sectional title scheme;
- 1.16 **"Section"** means any section in the Scheme as indicated on the relevant sectional plans;
- 1.17 **"Services"** means care, catering and other services available within the Scheme to Owners and Residents, including but not limited to medical and care support, nursing services, meals and catering, security, IT support, laundry, shuttle service, cleaning and refuse removal, whether such services are compulsory or optional;
- 1.18 **"Service Areas"** shall mean both covered and uncovered areas within the Common Property of the Scheme and occupied by the Managing Agent as identified in the main Management Agreement to fulfil its duties in terms of the main Management Agreement;
- 1.19 **"Trustees"** means a Trustee for the time being, and a Member of the Board of Trustees of the Body Corporate as contemplated in section 7 of the Act and duly elected in terms of the Rules (and the Section Titles Act, if applicable);
- 1.20 Words and expressions to which a meaning has been assigned in the Act, shall bear the meaning so assigned to them;
- 1.21 Words importing —
- 1.21.1 the singular number only shall include the plural and the converse shall also apply;
 - 1.21.2 the masculine gender shall include the feminine and neuter genders, and the neuter gender shall include the masculine and feminine genders;
- 1.22 the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of these Conduct Rules.
- 1.23 a reference to natural persons shall include juristic persons, trusts and partnerships and *vice versa*.
- 1.24 if there is a conflict between the words and numerals in the interpretation of a rule, the

words shall prevail.

- 1.25 When any number of days is prescribed in these Conduct Rules, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. APPLICABILITY

- 2.1 These conduct Rules, the provision of Section 10 of the Act, and the provisions of the Management Rules (where applicable) shall be binding on all Owners and Residents of Sections. They shall also be binding upon the Trustees and Managing Agent.
- 2.2 It shall be the duty of an Owner to ensure compliance with these Conduct Rules and the provisions of the Management Rules (where applicable) by his family members, visitors, employees and contractors or by the Residents of his Section and their family members, visitors, employees and contractors.
- 2.3 An Owner shall be liable to the Body Corporate and Managing Agent for any damage caused to the Common Property and/or Service Areas or Operational Equipment owned by the Managing Agent by himself, his family members, visitors, employees or contractors or by the Residents of his Section or their family members, visitors, employees and contractors. All charges, damages, expenses, and penalties raised against the Owner in terms of these Conduct Rules whether due to his actions or the actions of persons for which he is responsible, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit held in terms of sub-rule **Error! Reference source not found.** and/or add the amount to his levy account.
- 2.4 Should the Body Corporate or Managing Agent face any legal action or incur any legal expense or penalty as a result of the misbehaviour of any Owner, Resident, visitor, invitee, or the children of any of the aforesaid persons, the Owner shall be liable for the cost, loss or damage incurred by the Body Corporate.
- 2.5 The Body Corporate, its Trustees and staff shall not be liable for any injury or loss or damage of any description which any Owner or Resident 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 Sections by reason of any defect in the Common Property or in the individual Sections, or for any act done or any neglect on the part of the Body Corporate, its Trustees or any of its employees, staff, agents or contractors.
- 2.6 The Body Corporate, its Trustees and the Managing Agent and and/or 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.
- 2.7 Until establishment of the Body Corporate, the Developer shall be entitled to grant approval to a Resident to do anything for which the Trustees' approval is required in terms of these Conduct Rules in its sole and absolute discretion (including the keeping of an animal), and such approval may be subject to any further terms and conditions that the Developer may impose. Such approval given by the Developer shall be binding on the Trustees and the Body Corporate once the latter is established.

3. DIRECTIVES AND AGE OF ENTRY

- 3.1. The Trustees may from time to time issue directives in respect of any rule contained in these Conduct Rules (as may be amended from time to time) to provide direction as to the practical application of a rule or to clarify practical aspects in respect of a rule. The directives imposed by the Trustees shall not be in conflict with any rule and the

Trustees have no authority to create *new* rules through the issuing of such directives.

- 3.2. Harbour Bay Village is a retirement village for Residents over the age of 50 (fifty) years old.
- 3.3. Subject to the provisions of Management Rule 33, in the event that an Owner/Resident is over the age of 50 (fifty) years of age but his / her spouse and / or common law wife and / or common law husband and / or dependants are below the age of 50 (fifty) years and wish to occupy the unit, the Owner/Resident will have to obtain approval from the Trustees to occupy the unit which permission shall not be unreasonably withheld.

4. LETTING OF A UNIT AND VISITORS STAYING OVER

- 4.1. The letting of a Unit is permitted provided the written consent of the body corporate has been obtained in advance of the lease agreement being signed.
- 4.2. As Harbour Bay Village has an age restriction, and subject to the provisions of Management Rule 31, only Tenants over the age of 50 (fifty) years will be considered by the Body Corporate.
- 4.3. In the event that the main Tenant has a spouse and / or common law wife and / or common law husband and / or dependants under the age of 50 (fifty), the Body Corporate may, in its sole discretion, allow the Tenant and his / her spouse and / or common law wife and / or common law husband and / or dependants to occupy the unit in terms of the lease agreement.
- 4.4. Should the Owner of a unit wish to lease a unit to a Tenant, it is compulsory to use the Body Corporate approved written lease agreement, as amended from time to time. A copy of which is attached hereto as Annexure A.
- 4.5. Owners remain liable for levies for the entire duration of the lease.
- 4.6. Visitors under the age of 50 (fifty) years are welcome to stay over however if the visitor intends to stay in a unit for a period of longer than 2 (two) nights per week, the written consent of the Body Corporate must be obtained in advance.

5. PETS

- 5.1. No Resident shall keep any pet, be it an animal, reptile, bird, or insect in a Section or on the Common Property, including any Exclusive Use Area, and no visitors will be allowed to bring any animal, reptile, bird, or insect onto the Common Property or into a Section.
- 5.2. **Notwithstanding Rule 5.1 above, the Resort Manager or Trustees may grant permission in writing to a Resident to keep no more than 1 (one) adult dog (*canis familiaris*) which is below 20kg in weight, and no taller than 30 cm in height, if exceptional circumstances are shown, such as where the dog is used as an aid, or where the dog was owned by the relevant Owner or Resident prior to occupation of the Section. In the event an Owner or Resident owned a cat prior to occupation, the Resort Manager or Trustees may grant permission in writing to the Resident to keep 1 (one) adult cat on the premises.**
- 5.3. All Residents keeping an animal in terms of Rule 5.2 above, shall comply with the following:
 - 5.3.1 dogs shall only be allowed on the Common Property if controlled on a leash;
 - 5.3.2 no dogs are allowed to be left unattended on the Common Property;
 - 5.3.3 all animals must wear identity tags with the telephone number and/or the Section number of the Resident clearly visible thereon;

- 5.3.4 animals shall be properly micro-chipped and comply with all applicable by-laws of the City of Cape Town;
 - 5.3.5 Residents shall register their animal with the Body Corporate by completing a standard form and providing a recent photograph of the animal;
 - 5.3.6 All animals must be neutered, and the Body Corporate shall be entitled to request reasonable proof from a veterinarian in this regard;
 - 5.3.7 Residents shall ensure that their animals do not foul the Common Property, nor cause excessive noise or nuisance to any other Resident;
 - 5.3.8 all animal excrement is to be removed immediately from the Common Property (including Exclusive Use Areas) and disposed of in an appropriate manner; and
 - 5.3.9 Residents shall ensure that their animals do not cause harm or injury to any Resident, or damage to any property.
- 5.4 When granting approval in terms of Sub-Rule 5.2, the Resort Manager / Trustees may prescribe any reasonable conditions and/or directives over and above those set out in Sub-Rule 5.3.
 - 5.5 The Trustees may withdraw approval granted in terms of Sub-Rule 5.2 in the event of breach of Sub-Rules 5.3.1 to 5.3.9, or condition and/or directive prescribed in terms of Sub-Rule 5.4, upon which the Resident will be obliged to remove the pet from the Section and the Common Property within 30 (thirty) days of notification.
 - 5.6 Upon the breach of, or non-compliance with, the provisions of this Sub- Rule 5, the Owner of the relevant Section may become liable for a penalty or penalties imposed under Rule 22 notwithstanding any other legal remedies which the Trustees may choose to implement.
 - 5.7 In suitable circumstances, the Trustees may apply to the Ombud in terms of the Community Schemes Ombud Service Act, or a Court having jurisdiction for an order or interdict for the removal of a pet from a Section or the Common Property, and the Owner of the relevant Section shall be liable for such costs.

6. REFUSE DISPOSAL

An Owner or Resident of a Section shall-

- 6.1 be provided with a baboon proof receptacle for refuse by the body corporate
- 6.2 maintain in a hygienic and dry condition, the receptacle for refuse within his Section, his Exclusive Use Area or on such part of the Common Property as may be directed by the Resort Manager / Trustees in writing from time to time taking into account visibility and practicality;
- 6.3 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 6.4 for the purpose of having the refuse collected, place such receptacle within an accessible area in order for the groundsman to collect the receptacle from the Resident's section on refuse removal day

7. VEHICLES

- 7.1 All Owners and Residents shall be obliged to register their vehicles with the Body Corporate and shall follow such prescribed processes and pay such registration fees as may be determined by the Trustees.
- 7.2 No Owner or Resident shall park or stand any vehicle on the Common Property or permit or allow any vehicle to be parked or stood upon the Common Property, other than on a parking bay or carport assigned to the Section in which he or she resides, or on such other part of the Common Property which the Trustees may from time to time direct in writing.
- 7.3 The Resort Manager / Trustees may cause any vehicle parked, standing or abandoned on the Common Property, other than as authorised in terms of Sub-Rule 7.2 above, its wheels to be clamped, at the risk and expense of the Owner of the vehicle, and require payment of a release penalty for the release of a vehicle.
- 7.4 Owners and Residents of Sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or any other fluid on the Common Property or in any other way deface the Common Property, and any damage shall be for the account of the Owner and/or Resident concerned.
- 7.5 The designated visitors' bays are solely for the short-term use of *bona fide* visitors and may not be used by Owners or Residents for parking or storage of vehicles/boat/trailers or other items. Owners and Residents must request their visitors to park in the visitors' bays where such vehicles cannot be accommodated on their own driveways or in parking bays, carports or garages assigned to the Section in which he resides. If parking space is not available in designated areas, visitors must be requested to park outside the Scheme (i.e., outside the management area of the Body Corporate). One vehicle may not occupy two visitors' bays.
- 7.6 No Owner or Resident shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an Exclusive Use Area or in a Section.
- 7.7 Vehicles may not be driven within the Common Property in any manner which creates a nuisance or is considered by the Resort Manager / Trustees not to be in the interests of health and safety. Hooters shall not be sounded within the Common Property other than in emergencies. Road signs on the Common Property shall be observed, and particularly the speed limit currently set at 20 km/h. Unlicensed persons are not permitted to drive any vehicle within the Common Property.
- 7.8 Notwithstanding anything herein contained, but subject to Sub-Rule 7.10 below, Owners and Residents are to park vehicles in the carports, parking bays and garages allocated to their Sections (if applicable). Two vehicles may not be parked in one parking bay or carport if they protrude beyond the designated parking area. An Owner or Resident shall not at any time use a carport or parking bay other than for the parking of a motor vehicle.
- 7.9 Damaged vehicles, vehicles that are not roadworthy or vehicles that are not in general use may not be parked on the Common Property other than for such short periods as may be approved by the Resort Manager / Trustees in writing.
- 7.10 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 Trustees. The Trustees may cause, its wheels to be clamped, at the risk and expense of the Owner of the vehicle and require payment of a release penalty for the release of a vehicle.
- 7.11 Parking of vehicles upon the Common Property is subject to the express condition that every vehicle is parked at the risk of the owner of such vehicle and that no liability shall attach to the Body Corporate, its Trustees and/or its staff, agents or employees for any loss or damage of whatever nature which the owner of the vehicle may suffer due to the vehicle having been parked on the Common Property.

7.12 Car alarms that are triggered must be attended to by the driver/possessor of the vehicle immediately. Should the driver/possessor of the vehicle be absent, and the vehicle alarm causes a disturbance to the Residents, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the Owner or Resident concerned.

8. NOISE

- 8.1 At all times, an Owner or Resident of a Section shall ensure that he and his visitors and guests do not make or cause undue noise and are to ensure that their children and grandchildren do not create a disturbance or noise so as to disturb Residents.
- 8.2 All noisy work and especially construction, is limited to weekdays between 08:00 and 17:00, with no work to be undertaken on Saturdays, Sundays or Public Holidays, unless prior written permission is obtained from the Trustees, which may be subject to any reasonable conditions.
- 8.3 No Owners or Residents of a Section 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 Resident, including the loud playing of any musical instrument, radios, record players, compact disc players, television sets and videos.
- 8.4 Social functions are to be limited to a size and noise level having due regard for neighbouring Residents and available visitors' parking.

9. BUILDING: OWNER'S FAILURE TO MAINTAIN

If an Owner or Resident:

- 9.1 fails to repair or maintain his Section in a state of good repair and in a clean, neat, hygienic and attractive condition; or
- 9.2 fails to adequately maintain in a state of good repair and in a clean, neat, hygienic and attractive condition any Exclusive Use Area allocated for his exclusive use and enjoyment; and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the Trustees or by the Managing Agent on their behalf, the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner and/or impose a fine on the Owner in terms of Rule 22 below.

10. ALTERATIONS, ADDITIONS OR DAMAGE

GENERAL

- 10.1 It is recorded that the exterior of all Sections, including windows and doors, are part of the Common Property and that as such, save as provided in the Act, the Management Rules and these Conduct Rules, no Owner or Resident may alter, damage, improve or add thereto in any manner.
- 10.2 Whilst effecting any alterations or engaging in any building activities, Owners and Residents may not leave any obstructions to the free flow of pedestrian or vehicular traffic on any part of the Common Property.
- 10.3 An Owner shall be liable for any damage caused by him, his family members, visitors, employees or contractors or by the Residents of his Section, or their family members, visitors, employees or contractors, to the Common Property.
- 10.4 No Owner or Resident may require the Managing Agent, or any employee or contractor of the Body Corporate to assist with any work to the interior or exterior of his Section as contemplated in these Conduct Rules.

MINOR EXTERNAL ALTERATIONS

- 10.5 As far as minor alterations, fixtures or additions are concerned, an Owner or Resident of a Section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property without first obtaining the written consent of the Trustees.
- 10.6 Notwithstanding Sub-Rule 10.5, an Owner or Resident may install:
- 10.6.1 a locking device, safety gate, burglar bars or other safety device for the protection of his Section; or
 - 10.6.2 any screen or other device to prevent the entry of animals or insects (including a low fence to enclose an adjacent garden area serving a ground floor Section if permission to keep a dog is granted in terms of Sub-Rule 5.2 or 5.8); provided that the Trustees have first approved the nature, dimensions and design of the device or fence and the manner of its installation in writing.
- 10.7 A deposit as determined by the Trustees from time to time, shall be payable by the Owner, before work may commence.
- 10.8 The design of all external fixtures must be approved by the Trustees in writing.
- 10.9 The colours of front doors, roofs and external walls of Sections may not be altered from the original colour, except in terms of a special resolution by members of the Body Corporate.
- 10.10 No solar heating systems, steps, chimneys, braais, awnings, car port covers, air conditioner condenser units, radio or television aerials, satellite dishes or similar items may be constructed, attached to or protrude from any part of the exterior of Sections, including balcony exclusive use areas, or placed or constructed on, or fixed to any part of the Common Property, without the prior written consent of the Trustees, who may attach reasonable conditions to their consent. The Trustees' consent for such structures may at any time be withdrawn in the event of non-compliance with the imposed conditions. In the event of such withdrawal, the Owner is responsible for the immediate removal of the object, at his own cost.
- 10.11 A request for Trustees' consent or approval contemplated in Sub-Rules 10.5, 10.6, 10.8 or 10.10 must be made in writing to the Trustees and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material colour and location of the proposed item.

STRUCTURAL ALTERATIONS

- 10.12 Any structural alteration affecting a Section and the Common Property, and alterations or work to plumbing, electrical installations or conduits (including the installations of irrigation systems into Exclusive Use Areas mentioned in Sub-Rule 18(4)), may only be carried out after-
- 10.12.1 compliance with all relevant provisions of the Act, the Management Rules and these Conduct Rules; and
 - 10.12.2 obtaining written approval of the local authority, as may be applicable; and
 - 10.12.3 obtaining the written consent of the Trustees, which may be accompanied by conditions.

- 10.13 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority. The Owner must provide the Resort Manager with copies of all necessary compliance certificates with 30 (thirty) days of the work being completed
- 10.14 Whilst stoeps and balconies may form part of Sections, the enclosure thereof affects the Common Property as well as the appearance of the buildings of which the Sections form part. For this reason, any enclosure of a stoep or balcony shall be regarded as a structural alteration for the purposes of these Conduct Rules.
- 10.15 In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves structural alterations or additions to a Section, including the removal, creation, or modification of a wall or any structural part of a Section, and any alterations, additions, modifications, improvements or decorative work which affects the exterior appearance of the Section:
- 10.15.1 An application with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their provisional consent.
 - 10.15.2 The Trustees may grant provisional consent or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions.
 - 10.15.3 If provisional consent is given, the Owner or Resident must proceed to have building plans prepared and approved by the Municipality (if required), and which may not deviate from the sketch plan.
 - 10.15.4 Before final approval, the Owner or Resident must canvas the comments of immediate neighbouring Residents and submit same to the Trustees for consideration.
 - 10.15.5 A copy of the municipally approved building plan, or proof that a building plan is not required, must be submitted to the Trustees.
 - 10.15.6 If considered necessary by the Trustees, they may consult an architect, engineer, legal advisor, or other professional consultant regarding the proposed alterations and/or require the applicant to provide such professional consulting reports.
 - 10.15.7 A deposit as determined by the Trustees from time to time, shall Be payable by the Owner or Resident, before work may commence.
- 10.16 Within 30 (thirty) days of obtaining all the required information and advice, the Trustees shall consider the application, reach a reasonable decision, and advise the applicant of such decision. If refused, reasons must be given. The consent may also be accompanied by reasonable conditions. An Owner or Resident may not proceed with the work without such consent.

INTERNAL ALTERATIONS

- 10.17 In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the Trustees, involves internal refurbishment, renovation or redecoration of a Section, including the replacement, removal, relocation, or creation of internal fittings such as kitchen and other cupboards, sanitary ware, and floor coverings:
- 10.17.1 An application to proceed, with specifications, time frame, and a sketch plan of the proposed alterations must be submitted to the Trustees, to obtain their consent to proceed.

- 10.17.2 The Trustees shall, within 30 (thirty) days, convey their consent to proceed, with or without conditions and/or directives, to the Owner or Resident, or inform him why such consent cannot be given. An Owner or Resident may not proceed with the work without such consent.
- 10.17.3 The Trustees may require payment of a deposit for internal alterations, which shall be payable by the Owner or Resident before work may commence.

ALL ALTERATIONS

- 10.18 In respect of all work done at the instance of an Owner or Resident of a Section, the following shall apply:
- 10.18.1 The Owner accepts responsibility and shall be liable to the Body Corporate (and/or other individual Owners, as the case may be), for any damage caused by him, his employees, or contractors, or damage caused by the Resident of his Section or the employees or contractors of the Resident, to Common Property or other Sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
- 10.18.2 Any alteration, improvement, fixture or addition or similar item made or installed by an Owner or Resident in terms of these Conduct Rules shall be maintained by the Owner or Resident concerned (or his successors in title) in a state of good repair and in a clean, neat, hygienic and attractive condition, at his own expense, in the absence of which the Trustees may, after having given 30 (thirty) days written notice to such effect, have the necessary done to remedy the Owner or Resident's failure, or in their discretion, to withdraw their consent and/or to remove the item at the cost and risk of the Owner.
- 10.18.3 The Owner or Resident is responsible to ensure that his employees or contractors clean up the Common Property each afternoon before leaving the site, without leaving any rubble or dirt whatsoever. If this is not done, the Trustees may cause it to be done at the expense of the Owner and/or the Resident, including a penalty which the Trustees may determine from time to time.
- 10.18.4 The electricity supply to the Common Property may not be used without the specific consent in writing of the Trustees, who may assess the costs of such usage for the account of the Owner.
- 10.18.5 Any work done in pursuance of these Conduct Rules, must be done on Mondays to Fridays during the hours 08:00 to 17:00, but not at all on Saturdays, Sundays or on public holidays, without written permission and subject to any reasonable conditions the Trustees may prescribe.
- 10.18.6 Any work done in pursuance of these Conduct Rules, must be executed with the minimum of discomfort, disturbance, obstruction and nuisance to other Owners and Residents and must be concluded as expeditiously as possible, within the time specified by the Trustees, if any.
- 10.18.7 All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the Scheme.
- 10.18.8 Any deposit payable in terms of these Conduct Rules shall be paid before commencement of work and shall be repayable within 10 (ten) days after completion, subject to any deductions made by the Trustees to cover any damage to other Sections and/or Common Property. Such deposit shall not bear interest.
- 10.18.9 All charges, damages, expenses, and penalties raised against the Owner or Resident in terms of this Rule 10, are payable upon demand and, if unpaid, Trustees may deduct such items from the Owner's deposit and/or add the amount to his levy

account.

10.18.10 Owners and Residents must ensure that their employees and contractors comply with the relevant provisions of the Conduct Rules.

10.19 All risk insurance cover is to be in place prior to commencement of alterations and written proof of such insurance is to be given to the Resort Manager at least 14 (fourteen) days prior commencement of alterations.

10.20 In the event of approval, or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the Owner or Resident before commencement of the alteration, improvement, installation of the fixture, or addition.

10.21 If any work done by or on behalf of an Owner or Resident in pursuance of the provisions of this Rule 10 results in expenses being incurred by the Body corporate, the Owner concerned shall be liable for payment of such expenses, which may be added to his levy account.

10.22 For the purposes of this Rule 10, the Trustees shall have a discretion to decide what constitutes a 'minor external alteration,' 'structural alteration' or 'internal alteration' subject to any directives that may be given by members of the Body Corporate at a general meeting, by majority vote.

11. APPEARANCE FROM OUTSIDE

11.1 The Owner or Resident of a Section shall not make any changes to the external colour scheme of the Section, or place or do anything on any part of the Section or Common Property, including balconies, patios, stoeps, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the Section.

11.2 All curtains (and/or the curtain linings) and blinds must be white, cream, beige or other similar light neutral colour. No portable braais are allowed on balconies of the Sections which are apartments, except Weber (or similar) braais using charcoal and/or gas.

12. SIGNS AND NOTICES

12.1. No Owner or Resident of a Section shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a Section, so as to be visible from outside the Section, without the written consent of the Trustees first having been obtained.

13. NO BUSINESS

13.1. Owners and Residents shall not hold or permit to be held any sale by public auction of whatever nature in the Sections or on the Common Property.

13.2. No lottery, draw, sweep or game of chance may be conducted on the Common Property without the permission of the Trustees.

13.3. Owners and Residents shall not conduct a business of whatever nature from their Sections or on the Common Property, without prior authorisation in writing from the Owners after taking into account the potential parking requirements and possible disturbance to other Residents.

14. LITTERING

14.1 An Owner or Resident of a Section shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any garden refuse or rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

15. LAUNDRY DROP OFF AND COLLECTION POINT

15.1 Should an Owner or Resident elect not to use the laundry drop off and collection service provided by the Managing Agent, such Owner or Resident shall not, without the consent in

writing of the Trustees, erect his own washing lines. Owners and Residents shall not hang any washing or laundry or any other items on any part of his Section or the Common Property so as to be visible from outside the Section.

16. STORAGE OF MATERIAL AND DANGEROUS ACTS

16.1 An Owner or Resident of a Section shall not store any material or do or permit or allow to be done any other dangerous act in a Section or on the Common Property which will or may increase the premium payable by the Body Corporate on any insurance policy.

17. ERADICATION OF PESTS

17.1 Owners and Residents shall keep their Sections free of rodents, vermin, white ants, borer beetle (and other wood destroying insects) and to this end shall permit the Trustees, the Managing Agent, and their duly authorised agents or employees, to enter upon their Sections from time to time for the purpose of inspecting the Sections and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, the eradication of any such pests, and the replacement of any woodwork or other material forming part of such Section which may be damaged by any such pests shall be borne by the Owner of the Section concerned.

18. MAINTENANCE OF EXCLUSIVE USE AREAS

18.1. Owners and Residents of Sections are obliged to keep their Exclusive Use Areas in a clean and neat condition.

18.2. Owners and Residents will not be permitted to plant trees in their Exclusive Use Areas.

18.3. Owners and Residents will only be permitted to plant indigenous flora (other than trees) in their Exclusive Use Areas. The type of indigenous flora which is allowed will be determined from time to time by the Trustees, and initially, the *approved plant list will be as per Annexure B attached hereto*. All proposed planting of flora are subject to prior written approval by the Trustees and subject to any reasonable conditions the Trustees may prescribe.

18.4. All exclusive use areas shall be maintained by the Resort Manager / Body Corporate, the cost of which will be included in the levy payable by the Owner.

18.5. Where, in terms of Rule 32 of the Management Rules, the maintenance of Exclusive Use Areas is the responsibility of the Resort Manager / Body Corporate, no Owner or Resident shall interfere with the carrying out of such duty by or on behalf of the Resort Manager / Body Corporate. Where these Exclusive Use Areas are gardens, the developer shall install an irrigation system into these areas. The Body Corporate shall be entitled to determine and collect special levies from the relevant Owners for the maintenance of these Exclusive Use Areas, if deemed necessary

18.6. Owners and Residents shall allow access to all Exclusive Use Areas at all reasonable times, to the Resort Manager, Trustees, Managing Agent, and Employees or contractors appointed by the Resort Manager, Trustees or Managing Agent, for the purpose of inspection, maintenance and repairs or for any other reasonable purpose.

19. ACCESS TO AMENITIES ON COMMON PROPERTY

19.1. All Owners and Residents shall have access to, and enjoyment of the Amenities and Facilities situated at and within the Scheme.

19.2. The communal Amenities and Facilities are primarily for the use and enjoyment of Owners and Residents, but they may be used by their visitors or guests provided that they are accompanied by an Owner or Resident and that these visitors or guests comply with the applicable rules (whether in terms of these Conduct Rules, Management Rules, directives

given by the Trustees in terms of Rule 3 above or otherwise). Owners and Residents 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 Residents wishing to make use of the Amenities and Facilities.

- 19.3. 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 Trustees.

20. DRESS CODE

- 20.1. All Owners, Residents and their guests will comply to the following dress code when utilizing the Common Property and Services Areas as described in the Management Agreement and indicated on Annexure I to the Management Agreement:

20.1.1. SERVICE AREAS A,B,E,F & J

20.1.1.1. 07H00 to 18H00: "Casual Chic" style – shorts, t-shirts & polo shirts with footwear (bare feet not allowed at any time), swimwear to be covered at all times.

20.1.1.2. 18H00 to 23H00: "Resort Elegance" style – Lightweight long trousers, sleeved collared shirts (Polo or button down shirts), semi formal jackets & tops with proper enclosed footwear (no flip flops), no covered swimwear will be allowed.

20.1.2. SERVICE AREAS M,N,P & Q

20.1.2.1. 07H00 TO 18H00: swimwear & beachwear.

20.1.2.2. 18H00 to 23H00: "Casual Chic" style – shorts, t-shirts & polo shirts with footwear (bare feet not allowed at any time), swimwear to be covered at all times.

- 20.2. The Resort Manager and/or Managing Agent reserves the right to deny Owners, Residents and/or their guests access to any of the Service Areas if these dress code rules are not adhered to.

21. POOL

- 21.1. All Owners and Residents shall have access to and enjoyment of the indoor heated pool and the outdoor resort pool.
- 21.2. Use of the pools shall be at all persons own risk as there is no lifeguard on the premises.
- 21.3. No persons under the age of ten are allowed to use the pools without adult supervision.
- 21.4. No jumping and diving into the pools is permitted.
- 21.5. No eating and drinking (except for water) in the indoor pool area is allowed, however a cocktail bar is available at the outdoor pool.
- 21.6. All persons are to be dressed appropriately when using the pools.
- 21.7. The facilities will be open and close as stipulated at the facility, which times shall be decided by the Resort Manager / Body Corporate.

22. HERB GARDEN

- 21.1 A Herb Garden will form part of the common property of the scheme,
- 21.2 The Garden will be maintained by a landscaper to be appointed by the Body Corporate.

- 21.3 The Garden is for the sole use of the Body Corporate and no Resident's may pick any herbs or plants however there will be opportunities for Resident's to partake in the upkeep of the Garden if they so wish under the guidance of the Horticulturist as appointed by the Body Corporate.

23. IMPOSITION OF PENALTIES

- 23.1 If the conduct of an Owner or Resident or his family members, visitors, employees or contractors constitutes a nuisance in the opinion of *the* Trustees, or if any such person contravenes, breaches, disobeys or disregards a management or conduct rule, the Trustees may furnish the Owner and where applicable, the Resident, with a written notice which may, in the discretion of the Trustees, be delivered by hand, registered post or electronic mail. In the notice, the particular conduct, which constitutes a nuisance, must be adequately described or the rule that has allegedly been contravened must be clearly indicated, and the transgressor must be warned that if he persists in such conduct or contravention, a fine will be imposed on him.
- 23.2 If the Owner or Resident nevertheless persists in the particular conduct or in the contravention of the particular rule or continues to allow the conduct or contravention in question, the Trustees may impose a fine on the transgressor.
- 23.3 Any fine imposed in terms of Sub-Rule 22.2, may if it is not paid by the transgressor (whether Owner or Resident) within 14 (fourteen) days after he has been notified of the imposition of the fine, be added to the contribution which the Owner is obliged to pay in terms of section 3 of the Act and claimed by the Trustees as part of the monthly levies payable by the Owner. The Owner is aware that if he / she intends to lease his / her unit to Tenants, he / she will have to use the Body Corporate approved lease agreement to ensure appropriate indemnities or recoupment mechanisms are included in the agreement. Under no circumstances will the Body Corporate or Managing Agent become embroiled in disputes between Owners and Tenants in this regard.
- 23.4 The Body Corporate may, at a general meeting, from time to time determine the amounts of the initial and subsequent penalties to be imposed for the contravention of particular management and conduct rules, which amounts may not be equal to or exceed the monthly levy payable by the Owner.

24. RELAXATION OF RULES

- 24.1. No indulgence or relaxation in respect of these Conduct Rules shall constitute a waiver or consent or prevent the enforcement thereof by the Trustees at any time.

25. AMENDMENT OF RULES

- 25.1. Subject to the provisions of Section 10 of the Act, the Developer may during the Development Period amend, substitute, and repeal any provision of these Conduct Rules on condition that the amendments be presented to the Body Corporate for approval. Any such amendments as contemplated herein will be communicated by the Developer to the Managing Agent.
- 25.2. The Body Corporate may substitute, amend, repeal, or add to the Conduct Rules subject to and in accordance with the provisions of Section 10 of the Act, provided that, during the Development Period, the Conduct Rules may not be substituted, amended, repealed or added to without the written approval of the Developer and the Body Corporate.

26. ACCESS CONTROL

- 26.1. Owners, Residents and their visitors shall adhere to security and access control procedures, including correct usage of the dedicated visitors and Residents' lanes and exit searches by security staff of their persons and/or vehicles.

27. SERVICES

- 27.1. Owners and Residents shall comply with all rules and regulations set by the Care Provider and/or Managing Agent (as may be amended from time to time) relating to the Services to be provided by the Care Provider to Owners and Residents, including the Care Provider's standard terms and conditions of service. Breach of any of these rules, regulations, terms and/or conditions shall be deemed to be a breach of these rules and subject to the imposition of penalties in terms of Rule 22.
- 27.2. Owners and Residents are not permitted to give instructions to staff, Employees' or agents of the Managing Agent. Any request for service must be made through the Resort Manager, Trustees of the Body Corporate, or the Managing Agent.
- 27.3. Owners and Residents shall not make loans to or give gratuities, gifts, or tips to the staff of the Managing Agent.
- 27.4. Owners and Residents shall co-operate with the management and staff of the Body Corporate and the Managing Agent and will not interfere with the execution of their duties.
- 27.5. To ensure security, maintain service levels and standards and to protect the rights of all residents, any Owner / Resident who wishes to make use of an external carer, char, domestic servant(s), gardening service or cleaning service at his/her home must obtain the prior written consent of the Resort Manager, which consent will not be unreasonably withheld.
- 27.6. Given the changing level of care required by Owner/ Residents, to ensure quality of care and to safeguard the rights of the other residents, the Owner / Resident shall furnish the body corporate with the personal details and a photograph of the external employee approved in terms of Rule 27.5 above, and the services of such external carer may be monitored weekly by the appointed Managing Agent and/or Resort Manger. If it is found that the services rendered by the external carer are below standard and are not in line with the level of care required by the Owner / Resident, the consent granted by the Resort Manager may, after consultation with the Owner/ Resident and their authorised representative, be revoked on 48 hours written notice to the Owner or Resident. The following documentation with regards to external carers must be submitted to the Managing Agent and Care Services Provider for approval prior to the carer being granted access to the Scheme:
 - 27.6.1. Proof of qualification as carer/home-based carer.
 - 27.6.2. Police clearance certificate as of date of submission.
 - 27.6.3. At least 2 (two) references of previous employers.
 - 27.6.4. A copy of the carer's employment contracts and proof of UIF and PAYE registration.
 - 27.6.5. Care plan in case carer fails to deliver service on the day or fails to be on duty.
 - 27.6.6. Proof of compliance of the Older Person's Act 13 of 2006 and all health and safety requirements as required by law.
 - 27.6.7. Carer to be evaluated by the Resort Manager on an Annual basis to ensure that Carer is up to date on relevant certifications and qualifications, and is still registered with the Relevant Authority to provide the level of care required by the Owner / Resident.
- 27.7. The Owner / Resident will be able to obtain meals and/or drinks within Harbour Bay Village using his / her discretionary food and beverage allowance which will be topped up on the first day of every month.
- 27.8. A Laundry drop off and collection point will be available for Owners / Residents who wish to make use of this service. Laundry will be attended to by an external laundry contractor and billed to the client.

28. ANNUAL ASSESSMENT BY CARE PROVIDER

- 28.1 It is mandatory that each Resident undergoes an annual assessment provided by the Care

Provider.

- 28.2 The Care Provider will provide a medical report which recommendations shall be binding on the Residents.
- 28.3 Should the medical report not be favourable in the opinion of the Resident, the Resident shall have the opportunity to consult an independent physician to obtain a medical report which will be considered by the Care Provider.
- 28.4 In the event that the Care Provider finds the mental/physical state of the Resident too severe to continue utilising his / her current level of care, then the Resident shall be required to increase their level of care as directed by the Care Provider.
- 28.5 in the event that it is found that the Resident requires more care than can be provided in their current unit, the Resident will be required to vacate the Unit and move to the appropriate accommodation in which the necessary care can be administered within 60 (sixty) day.