

## CONDUCT RULES

### 1. USE OF UNIT.

A Unless the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan to be for business purposes, an owner shall use or permit his unit to be used only for residential purposes.

B All owners and occupiers of units shall ensure that their respective activities in, and uses of, the common property and of a section or any part thereof, with all services, facilities and amenities available on the common property, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers in the Village, and in accordance with the rules and with the provisions of the Act.

C An owner shall not store or leave or allow to be stored or left, any article or thing in any part of the common property except with the written consent of the Trustees first having been obtained.

D Unless otherwise authorised in writing by the Trustees, the maximum number of persons who may reside permanently in or occupy a unit which is described as a residential unit on the sectional plans of the Body Corporate is two per bedroom.

E No private servant may be housed or employed on the property without the prior written permission of the Trustees first having been obtained. The granting of such permission shall be at the sole discretion of the Trustees and permission may be withdrawn at any time by the Trustees upon giving the owner or occupier seven days' written notice of such withdrawal. In such event the owner or occupier shall ensure that the servant in question is permanently removed from the property or the unit within the stipulated period.

F The Trustees may, at their sole discretion, require all servants housed or employed on the property or in a unit to be registered with the Body Corporate and may require such servants to carry or display proof of identification.

G Owners and occupiers are responsible for the behaviour of their servants.

H An owner or occupier of a unit is liable for the conduct of his visitors and he must ensure their adherence to all requirements of Act and the rules.

J Casual visitors are not allowed to park on the common property except in areas demarcated for that purpose, or on the side of the road.

K No owner shall dispose of an undivided share in his unit in any fashion whatsoever, the effect of such disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that unit for a recurrent period of time annually or any other recurrent period of time and no other form of *time sharing* whatsoever in respect of any unit in the scheme shall be permitted, either directly or indirectly, whether such time sharing be on the basis of a sale (or any other form of disposal) of an undivided share in the unit or by way of sale (or any other form of disposal) of share blocks under the Share Blocks Control Act or by the promotion of a *club* with occupation rights to the club members of the relevant unit periodically for uninterrupted periods during any one year or otherwise; neither shall any other form of limited occupation rights be allowed, the whole purpose of this rule being to disallow any form of time sharing, whether such form of time sharing be in the

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format mentioned in this rule or not; save that time sharing shall not include occupation rights which stem from a short-term lease dealing with one fixed period only or the common law rights of limited occupation known by the legal expression *usus habitatio* or *usufruct* or any fiduciary or fideicommissary rights.

L A unit shall be used only for such purpose and activities that are:

- (a) In accordance with local and/or other administrative authorities' requirements.
- (b) In compliance with the applicable Town Planning Scheme in operation from time to time.
- (c) Approved by the Trustees, which approval shall be at the sole discretion of the Trustees.

M Should at any time it be, in the opinion of the Trustees, that a unit is being used in such a manner or for such activity that is resulting in or may in the future result in:

- (a) Structural and/or other damage to the unit and/or any other portions of the property
- (b) The endangering of the safety and/or health of the owners of the unit or any other persons occupying the unit or the occupants of any other unit on the property, or any servant or employee of the Body Corporate, or any person lawfully entitled to be on the property;
- (c) Excessive noise, vibration, smell, fumes, smoke, soot, ash, dust or grit to be emitted from the unit;

then immediately upon written notice from the Trustees calling upon the owner or occupier to terminate such usage or activity, such owner or occupier shall be obliged to forthwith comply with such notice.

**2 LOSS OR DAMAGE.**

The Body Corporate shall not be responsible for any loss or damage suffered by an owner caused by the Body Corporate or by any servant or agent of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner to effect his own insurance in respect of the contents contained in his unit or on any part of the common property.

**3 OWNER'S DEFAULT.**

A If an owner (whether by himself or by his lessee, invitee, servant or employee) commits a breach of any of these rules and fails to remedy such breach within a period of seven days after the giving of written notice to remedy such breach by the Trustees or by the managing agents, if so authorised by the Trustees, the Body Corporate shall be entitled to take action as may be available to it in terms of the Act or by law.

B If an owner fails to repair or maintain his unit in a state of good repair as required by Section 44 (1) (b) or (c) of the Act or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment, and such failure persists for fourteen days after the giving of written notice, to repair or maintain, given by the Trustees or managing agent, the Body Corporate shall be entitled to remedy the owner's failure and to recover the cost of so doing from such owner.

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

A 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 Trustees.

B Notwithstanding sub-rule A, an owner or person authorised by him, may install:

- (a) Any locking device, safety gate, burglar bars or other safety device for the protection of his unit, or
- (b) Any screen or other device to prevent the entry of animals or insects

provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

C Any owner may make alterations to the interiors of his unit, but no structural alterations, no alterations to the water piping, electrical wiring, conduits or plumbing may be effected without the prior written consent of the Trustees, and then subject to such conditions as the Trustees may impose. Repairs or alterations to electrical wiring and plumbing shall only be effected by a person qualified to do so, and such work shall comply with the standards and by-laws of the relevant local authority.

**5 LETTING OF UNITS.**

A All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights occupancy.

B An owner may let or part with occupation of his unit for a period of not more than six months, provided:

- (a) That no such letting and/or parting with occupation shall in any way release the owner from any part of his obligations to the Body Corporate hereunder or in terms of the rules or in terms of the Act;
- (b) That he has obtained the prior written approval of the Trustees, which approval shall not unreasonably be withheld;
- (c) That as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such lessee or person is aware of the provisions of these rules and shall duly observe all the regulations and conditions as are contained in the rules and in the Act. In any event, the owner shall be liable for any loss or damage by the lessee or occupant and shall be responsible for any breach of these rules by such lessee/occupant.
- (d) That such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit.

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- (e) That when units are to be vacated, re-occupied or sold, owners must notify the Trustees.

### **6 ERADICATION OF PESTS.**

Any owner shall keep his unit free of white ants, borer 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 his unit from time to time for the purpose of inspecting the unit and taking such action as may reasonably be necessary to eradicate any such pests. The costs of the inspection, eradication of such pests as may be found within the unit, replacement of any woodwork or other materials forming part of such unit which may be damaged by any such pests, shall be borne by the owner of the unit concerned.

### **7 ANIMALS AND BIRDS.**

A An owner or occupier of a unit shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal or bird in a unit or on the common property. Dogs and cats must be spayed/neutered. Aviaries are not permitted.

B When granting such approval, the Trustees may prescribe any reasonable condition, such as that no more than one pet may be kept and, if a dog, be not more than 40 centimetres in height.

C The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of Rule 16.

D In the event of approval being withdrawn in terms of rule 7 C, the Trustees shall have the right to require any such animal or bird to be removed from the Village.

E In no event shall animals be permitted in any of the public portions of the buildings. No dog will be permitted on the common property unless carried or controlled on a leash.

F Where a dog is kept, the property must be adequately fenced, such fencing to be erected and paid for by the occupier and the type of fencing to be approved by the Trustees.

### **8 LAUNDRY.**

An owner/occupier of a unit shall not, without the consent in writing of the Trustees, erect his own washing lines, hang any washing or laundry or any other items on any part of the common property so as to be visible from outside the unit or from any other section.

### **9 LITTERING.**

An owner/occupier of a unit shall not deposit, throw or permit or allow to be deposited or thrown, on the common property or unit facility, any refuse, including dirt, cigarette butts, food scraps or any other litter whatsoever, including animal excreta.

### **10 REFUSE DISPOSAL.**

A Refuse must be placed in plastic bags provided, placed in bins and lids must be securely replaced at all times.

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B Refuse is collected on Tuesdays (public holidays are excluded) between 7 am and 9 am, so it is essential that staff have access to the yards where some bins are kept. Clean plastic bags will be issued to each unit on the same day.

C No foreign matter may be disposed of in the sewage system. The Body Corporate is responsible for the maintenance of these septic tanks and any such matter could result in serious disruption of the system and cause unnecessary expense to the Body Corporate or to the tank owner, should negligence be proved.

**11 SIGNS AND NOTICES.**

No owner or occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit so as to be visible from the outside of the section, without the written consent of the Trustees first having been obtained.

**12 APPEARANCE FROM THE OUTSIDE.**

A The owner or occupier of a unit used for residential purposes shall not place or do anything on any part of the common property, including all covered areas, balconies, patios, stoeps and gardens, that in the discretion of the Trustees, is aesthetically displeasing, undesirable or hazardous when viewed from the outside of the unit.

B No air conditioning unit shall be installed without the prior written consent of the Trustees and, where applicable, the local authority.

**13 ELECTRICITY.**

A resident shall make his own arrangements with the local authority for the opening of an electric current account and for the supply of electricity, and shall pay for all current consumed in his unit. In the event of water being metered to each unit by the local or any other authority, the resident shall be responsible for all costs and charges for the supply of water that may be consumed in his unit.

**14 GUESTS.**

A The period for which a guest may stay with a resident shall be a maximum of three months in any one year, except with the permission of the Trustees.

B Guests may use the communal facilities, provided that they are at all times accompanied by a resident.

C At no time may a resident may have more than two adult guests staying with him, except with the written permission of the Trustees.

**15 M-NET.**

A television and radio receiving point is provided in every unit. The aerial is rented from Electronic Media Network (Pty) Ltd. (M-Net). Residents will reimburse the Body Corporate monthly for their pro rata share of the rental paid by that Body to M-Net.

**16 NUISANCE.**

A An owner shall not allow or permit any disorderly conduct of whatsoever nature in a unit or upon any part of the common property, or do or permit any act, matter or thing in or about the same

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which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the units or member of the Body Corporate.

B Motor hooters may not unnecessarily be used on the common property.

C An owner shall be required to keep his air conditioning unit in a state of good repair, to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of a particular air conditioning unit, the owner of such unit shall have it repaired to the satisfaction of the Trustees. The repairs shall be done at the expense of the owner, who shall have no claim for compensation whatsoever.

### **17 VEHICLES.**

A No owner or occupier shall permanently park or stand any vehicle upon the common property, or allow any vehicle to be parked or stood upon the common property, without the consent of the Trustees in writing.

B The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustee's consent.

C Owners and occupiers of units shall ensure that their vehicles and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property.

D No owner or occupier 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 unit.

E Cars may only be washed in such areas as have been specifically designated for such purpose by the Trustees, or on the paved area leading to private garages.

F No bicycles, tricycles, roller skates or skate boards may be used on the premises. Bicycles may only be housed in such areas as have been specifically designed for such purposes by the Trustees.

G Save for the purpose of gaining access to garages or parking bays, motor cycles, caravans and trailers may not be ridden or left on any portion of the common property or in any portion of a unit where they are visible to the public, and no sleeping shall be allowed in any caravan or other vehicles on any portion of the common property, garage or carport.

### **18 STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS.**

An owner or occupier shall not store any material, or do or permit or allow to be done, any dangerous act in the units or on the common property, which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

### **19 PERSONAL CARE CENTRE.**

A The Personal Care Centre is available for the use of any resident who is not in need of hospitalisation but who is not sufficiently well to care for himself, provided that:

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B His admission to the Personal Care Centre is subject to and with the approval of his usual attending physician, who is required to certify in writing that:

- (a) He is aware of the extent of the facilities and standard of care available in the Personal Care Centre;
- (b) He approves of the admission;
- (c) He will make calls on the resident and give instructions for any care as he considers necessary within the capabilities of the staff of the Personal Care Centre; and
- (d) The admission of the resident to the Personal Care Centre will not cause a health risk to other residents.

C Residents shall only be entitled to remain in the Personal Care Centre for so long as they, in the opinion of the Sister or Staff Nurse, are likely to benefit from the available treatment. Should any resident, in the opinion of the Sister, be no longer be capable of making decisions relative to his future well-being, then the Sister shall make such decisions as she may consider reasonably necessary, including but not limited to a request to the Provincial or local authority to provide an ambulance to remove such resident to a hospital at the resident's expense.

D The resident, by his admission to the Personal Care Centre, acknowledges that the Body Corporate, Trustees, managing agent, contractor or their employees, servants or agents, assume no liability whatsoever for his/her well-being while in the Personal Care Centre, and they shall under no circumstances be liable in any manner whatever, or however arising, for any deterioration in his/her condition while he/she is in the Personal Care Centre or after his/her having left that Centre, notwithstanding that such deterioration may be due to any act of negligence, including gross negligence, and whether by act or omission on the part of the Body Corporate, managing agent, contractor or their employees, servants or agents.

E Residents making use of the Personal Care Centre will be charged an additional amount for the use of the facilities. Such amount will be determined by the Trustees from time to time.

**Waterfall.**  
**13.10.1994.**