

Kuilsriver Care Village

CONDUCT/HOUSE RULES

(Section 35(2) (b) of the Sectional Title Act, 1986)

These rules are compiled for the control, management, administration, use and enjoyment of the sections and common property.

INTRODUCTION:

The Village is a Sectional Title Retirement Village as contemplated in the Housing Development Schemes for Retired Persons Act, No. 65 of 1988 (as amended) and endorsed in accordance with section 4C of said Act.

Prior to becoming a Sectional Title Retirement Village, Kuilsriver Village was operated as a Life Right Contract Retirement Village, with the Apostolic Faith Mission Executive Welfare Council (AFMEWC) as owners. The Village was registered under the same Act as mentioned above

With the opening of the Sectional Title Register (With the AFMEWC as owners of all the Sections), the Life Right Holders were given the option by the AFMEWC to convert to Sectional Title, or remain on Life Right until the contract is terminated, or expires with the death of the remaining Life Right Holder.

Therefore, although all the Sections are registered as Sectional Title Units, either a Sectional Title Owner or a Life Right Contract Holder may reside in a cottage.

It is the intention of the AFMEWC, as Sectional Title owner of sections occupied by Life Right Holders, to sell such section on the basis of Sectional Title as and when a Life Right Contract is terminated or expires.

Therefore the Life Right part of the Village will be phased out over a period of years.

INTERPRETATION:

Owner = Registered Sectional Title owner.
Occupier = Either a Life Right Contract Holder or a Tenant/Lessee,
Section = A registered Sectional Title Unit.
AFMEWC = The Apostolic Faith Mission Executive Welfare Council.
Village = Kuilsriver Care Village.

- ◆ = Sub paragraph.
- = Sub-sub paragraph.
- = Sub-sub-sub paragraph.

OVERVIEW.

For Management purposes the following structures exists within the village:

- ◆ The Village is governed by a Body Corporate consisting of Sectional Title Holders and Life Right Holders who receive voting rights ceded to them by the AFMEWC.
- ◆ The Trustees of the Body Corporate are composed as follows:
 - 1 Appointed by the AFMEWC.
 - 2 Appointed by the Sectional Title Owners.
 - 2 Appointed by the Life Right Holders.
- ◆ Manager.
 - The Manager is appointed by the Body Corporate / Trustees in accordance with the Management Rules.

1. USER BENEFITS.

- ◆ Only persons over the age of 50 may occupy a section. There shall be no departure from this stipulation of the act under which the Village is registered (Act, No. 65 of 1988 (as amended)).
- ◆ The sections may only be used for residential purposes.
- ◆ Only a married couple, 2x single persons, or 1x single person may occupy a section.
- ◆ For any other form of occupancy, written approval/consent must be obtained from the Trustees, who, in only exceptional temporary cases, will consider such request.

2. ANIMALS, REPTILES AND BIRDS (PETS IN GENERAL).

- ◆ An owner or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not be reasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- ◆ When granting such approval, the Trustees may prescribe any reasonable condition.
- ◆ The Trustees may withdraw such approval in the event of any breach of any condition prescribed below:
- ◆ Conditions of approval:
 - No pet may be left in a section for any extended period of more than a few hours without an adult being present in the section.
 - All female animals must have been spayed, and tomcats neutered. There shall be no departure from this rule without the approval, in writing, of the Trustees. In only very exceptional circumstances will such approval be granted.
 - As a general rule all pets shall be controlled by their owners to ensure that they in no way constitute a nuisance to other residents.
 - The Trustees shall have the right to act against owners/occupiers who fail to prevent persistent howling by cats or whose pets create any nuisance.

- No owner or occupier shall be permitted to keep any pet as may be specifically approved by the Trustees in writing.

3. COMMON PROPERTY AND GARDEN AREAS.

- ◆ The garden areas are for the recreation of residents and their guests
- ◆ The Manager is responsible for the upkeep of all lawns, trees shrubs, etc.
- ◆ A gardener in the employment of the Managing Agent, does the mowing of lawns at regular agreed upon intervals. This includes all lawns of the Village, including lawns that can be construed as lawns on exclusive use areas of owners and occupiers.
- ◆ Flowerbeds, shrubs and trees designed and planted at their own initiative and cost by an owner or occupier, on their exclusive use area, shall be maintained by such owner or occupier.
- ◆ Owners or occupiers must ensure that all necessary precaution is taken to guard the shrubs, lights, etc. against any damage by them or by members of their family, guests and or other residents. Persons who cause any damage will be held responsible for the replacement or repair cost thereof.
- ◆ Flowers are for the enjoyment of the residents and their guests and may not be picked.
- ◆ Small children may not be allowed in the garden areas or on the property without adult supervision.
- ◆ An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, alter, repair, add to, redecorate or reconstruct any part of the common property without first obtaining the written consent of the Trustees.
- ◆ Notwithstanding the sub rule mentioned above, an owner or occupier or person ordered by him, may install:
 - Any locking device, safety gate, burglar bars or any other safety device for the protection of his or her section;
 - 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.
 - No solar heating systems, outdoor radio, citizen band, television aerial or dish, or other aerials and/or similar structures may be erected or installed externally without the consent of the Trustees in writing.
- ◆ No tent of any description, temporary lean-to, umbrella, or structure of any nature, that can be erected for the purpose of holding a function or for accommodating people, may be erected on any portion of the common property.

4. PARKING OF VEHICLES, VEHICLE ETIQUETTE, AND ROAD USE.

- ◆ No owner or occupier or employee may park any car on the Village common property, or allow guests or family members to do so, other than:
 - In a parking space or clearance reserved for him or her, or his or her visitors.

- In a parking space or clearance which is allotted to him or her specifically by agreement with the Trustees.
- ◆ No owner or occupier or employee may park a vehicle in a parking space, or clearance, which has been specifically marked, allotted or reserved for visitors.
- ◆ These reserved, marked parking areas are exclusively for visitors or other reserved use, and may under no circumstances be used for unauthorised, more or less permanent garaging or parking of resident's vehicles..
- ◆ No owner or occupier shall permit any commercial type vehicle or any boat, caravan, trailer or any derelict vehicle to be parked on the common property, which in the opinion of the Trustees is unsightly.
- ◆ Owners or occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any way deface the common property.
- ◆ No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property.
- ◆ The owner of any vehicle who is in contravention of these regulations is subject to any action that the Trustees deem fit to implement, including having the vehicles towed away at the owners cost.

5. APPEARANCE FROM OUTSIDE.

- ◆ The owner or occupier of a section used for residential purposes shall not place or do anything in the section or on any part of the common property, including window sills, veranda's, patios, porches, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. All such areas exposed to public view shall be maintained in a neat and tidy condition and in a state of good repair.

6. SIGNS AND NOTICES.

- ◆ No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or any 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 being obtained. No letter or figure used for the purpose of a house name or street number shall exceed 300mm in height or width.

7. LITTERING.

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

8. REFUSE REMOVAL.

- ◆ Use of the appropriate plastic refuse bags as linings for garbage bins is compulsory.
- ◆ Refuse bags with garbage will be removed on a regular basis.
- ◆ A limited amount of cardboard boxes may be placed next to the garbage bin for removal with the refuse bags.
- ◆ Extra garden refuse, suitably placed in plastic refuse bags next to the garbage bins, will be removed together with the ordinary garbage.
- ◆ The removal of large shrub and tree cuttings from exclusive use areas must be pre-arranged with the office by owners and occupiers.
- ◆ No garbage may be left on any part of the common property.

9. WASHING LINES.

- ◆ An owner or occupier of a section shall not, without the consent in writing of the Trustees erect his or her own washing line.
- ◆ No washing lines are allowed on the common property, except in the official washing area provided.
- ◆ No washing may be hung/displayed from a section as to be seen from the street or any other section.
- ◆ A commercial laundry facility, including washing and drying machines, as well as washing lines, is situated on the premises of the main club house building. Tokens to operate these machines are available from the office.

10. GENERAL CONDUCT.

- ◆ No owner or occupier of a section shall do or allow to be done in his or her section or on the common property anything, which in the opinion of the Trustees is noisome, unsightly, injurious, objectionable or detrimental, or a public nuisance or a source of damage or disturbance to any other owner or occupier.
- ◆ The abuse/misuse of Alcohol is prohibited.
- ◆ The Village is a Retirement Village and therefore any noise will be disturbing, especially in the early afternoon.
- ◆ It is the responsibility of an owner or occupier of a section to ensure all tenants of units and other persons granted the rights of occupancy are obliged to comply with these conduct/house rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy

11. FLAMABLE SUBSTANCES.

- ◆ No owner or occupier shall be allowed to store in or outside their house, any flammable substances that can cause damage to the buildings.

12. MEALS.

- ◆ Meals are provided by the Frail Care Section and can be ordered at the office.
- ◆ Purchasing of meals, etc. is done on a voluntary basis. Prices are adjusted from time to time.
- ◆ Arrangements for meals should be done through the office.

12. RECREATION HALL.

- ◆ The Hall is there for the use and enjoyment of the whole Village.
- ◆ Meetings will from time to time be held in the Hall.
- ◆ All gatherings/functions must be cleared and booked via the office Manager so as to avoid double bookings.
- ◆ No notice, brochure, or any other document may be placed on the official notice board without first obtaining the permission of the Manager or a Trustee. The Manager or Trustee will place their signature, and date of signature, as authorisation on such a document.

13. HAIRDRESSER and LAUNDRY

- ◆ A Private hairdresser renders service on certain weekdays. Bookings with the hairdressers and payment for their services are the responsibility of owners and occupiers who wish to make use of such services.

14. GENERAL WORKER/GARDENER

- ◆ General worker/s are employed by the Managing Agent. They report directly to the Manager.
- ◆ Their/his duties include:
 - Duties of a general nature on the common property.
 - Garden Services
- ◆ Owners or occupiers may not use the General Worker/s for private maintenance jobs inside their sections, or in private gardens on their exclusive use area.
- ◆ The Trustees will however not unduly withhold the General Workers from performing certain small private jobs for owners or occupiers, i.e. the replacement of light bulbs, but such requests must be cleared in advance with the Manager.

14. FEEDING OF BIRDS AND OR STRAY DOGS AND CATS.

- ◆ The feeding of birds is prohibited, as this encourages them to forage for food out of their natural environment. They foul the roofs and walls of buildings at the Village, which leads to additional maintenance cost.
- ◆ The feeding of stray dogs and cats is prohibited, as this gives rise/leads to the fouling of the common property. They are a general nuisance to owners and

occupiers. Such animals should be earnestly discouraged from entering the Village.

15. MONTHLY LEVIES AND ACCOUNTS.

- ◆ All levies and other accounts to the Body Corporate are payable on the date as specified on the invoice.
- ◆ A typical monthly account will/could contain the following charges:
 - Monthly levy.
- ◆ If an account is not paid within 7 working days after the date as specified above, interest will be raised at a rate determined from time to time by the Trustees.
- ◆ The total monthly amount recovered by the levies is equal to the monthly officially approved budget.

16. KEYS FOR EMERGENCY USE.

- ◆ Every owner or occupier must supply the Manager with a duplicate key of his section's front door and safety gate.
- ◆ The keys are kept in a locked cabinet in the Clubhouse and will only be used to gain entry into a section in an extreme emergency situation.

17. SIGNING OUT.

- ◆ Every owner or occupier going on holiday or sleeping out must advise the Manager of their absenteeism, and leave their contact number and intended date of return with the Manager.

18. GEYSERS.

- ◆ Normal maintenance replacement of geysers will be for the account of the levy fund.
- ◆ Replacement of geysers involving an insurance claim will be for the account of the Insurance Company, and any excess payment will be for the account of the levy fund.
- ◆ Under both the above-mentioned circumstances the Manager will handle the total administration function.

19. ELECTRICITY AND MUNICIPAL WATER USAGE.

- ◆ Electricity:
 - Electricity usage is at this stage included in the monthly levy.

- Electricity is pre-paid and is managed by the Management Agent
- ◆ Municipal water usage:
 - Only one Municipal water meters exists within the village. They measure the total water consumption of the whole Village
 - Owners or occupiers are not individually charged for their monthly water consumption.
 - The cost of water consumption forms part of the general expenses of the Village. It is therefore at present included in the monthly levy.

20. PARTICIPATING QUOTAS.

- ◆ The areas reflected in the participating quotas as registered in the deeds Office include fully enclosed living areas only. Open or covered patios, and open or covered yards were excluded. Carports attached to a section were also excluded.
- ◆ Section 32 (4) of the Sectional Title Act (ST Act), states that subject to the provisions of section 37 (1) (b) of the ST Act, which provides for the additional contribution of levies for sections entitled to the right to the exclusive use of part or parts of the common property, the Body corporate may by special resolution include in the Conduct Rules a different value attached to the vote of such owner or owners as mentioned above, for the purposes of the monthly levies. (Refer to section 37 (1) (a) of the ST Act.)

21. RENTING OF PROPERTY.

- Sectional Title owners who rent their property will take full responsibility for the following:
 - Providing the Manager with full details of persons who rent;
 - Providing the Manager with a document which confirms, through the signing of the document, that the persons who rent has received the Conduct Rules.
- The owner who rents his/her property shall take responsibility for any problems caused by people who rent from him/her.

21. COMPLAINTS

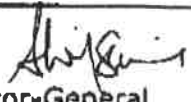

- ◆ All complaints must be directed in writing to the Manager, who will communicate with the Complainant and use his best efforts to resolve the complaint. Complaints not resolved in this manner within 7 days, should be addressed in a

sealed envelope to the Board Of Trustees by the Complainant, and handed in at the Manager's Office.

The Trustees will then handle the complaint at their next scheduled meeting, and give written feedback to the complainant within 7 days there after.



DUNCAN BATES LAND SURVEYORS, FISH HOEK

SECTIONAL PLAN No. SS	SHEET 1	S.G. No. D 248/2012
Registered at Cape Town	OF	Approved 
for Registrar of Deeds	9 SHEETS	for Surveyor-General
Date		Date 2012. 10. 29
<p>NAME OF SCHEME: KUILSRIVER CARE VILLAGE</p> <p>DESCRIPTION OF LAND ACCORDING TO DIAGRAM: Remainder Erf 4081 KUILS RIVER Situate in Kuils River Extension No. 19 in the City of Cape Town Administrative District of Stellenbosch, Province of the Western Cape Measuring 11 000 SQUARE METRES DIAGRAM No.: S.G. No. 2568/1972</p> <p>NAME OF LOCAL AUTHORITY: CITY OF CAPE TOWN</p> <p>DESCRIPTION OF BUILDINGS: 1. Building 1 comprising sections 1 to 5. 2. Building 2 comprising sections 6 to 9. 3. Building 3 comprising sections 10 to 12. 4. Building 4 comprising sections 13 and 14. 5. Building 5 comprising sections 15 to 17. 6. Building 6 comprising sections 18 to 20. 7. Building 7 comprising sections 21 to 23. 8. Building 8 comprising sections 24 and 25. 9. Building 9 comprising sections 26 to 28. 10. Building 10 comprising sections 29 and 30. 11. Building 11 comprising sections 31 to 35. 12. Building 12 comprising sections 36 to 38. 13. Building 13 comprising sections 39 to 41. 14. Building 14 comprising sections 42 to 46, and Common Property. 15. Building 15 comprising sections 47 to 54. 16. Building 16 comprising Common Property.</p> <p>ENCROACHMENTS ON THE LAND: None</p> <p>EXCLUSIVE USE AREAS: SEE SHEET 3</p> <p>CERTIFICATE: I, Duncan Bates, hereby certify that I have prepared sheets 1 to 9 inclusive of this sectional plan from survey in accordance with the provisions of the Sectional Titles Act, 95 of 1986, and the regulations promulgated thereunder.</p> <p>DATE: 18th June 2012 Signed </p> <p>Registration Number PLS 0035D</p> <p>Duncan Bates Professional Land Surveyor 110 Main Road Fish Hoek 7975</p>		
Survey Records No.:	Compilations:	General Plan
SR 984/2012	BHSY-1293 (8752)	7982