



CONDUCT RULES

In these rules, unless the context clearly indicates a contrary intention, an expression that denotes –

- the masculine gender only, shall include the feminine gender; and
- the singular, shall include the plural, or vice versa;
- “Company” shall refer to the Bougainvillea Home Owners Association, Registration Number: 2013/189477/08;
- “Common Property” refers to the common property forming part of the Village;
- “Village” shall refer to the housing development scheme developed as the Bougainvillea Retirement Village;
- “Unit” refers to a unit forming part of the Village.

1. GENERAL LIABILITY

- 1.1 Owners or Occupants are liable for all, or any damage caused to the Common Property, including the improvements to the property, by themselves, their children, their guests, their employees, or their pets. This includes the erection of any structures on the Common Property, permanent or temporary.
- 1.2 Neither the Developer, nor Managing Agent nor Company will be held liable for any personal injury or any claims therefrom or relating thereto.

2. COMPLIANCE WITH LAWS

2.1 No Owner or Occupant, his tenant or guest may contravene or permit the contravention of any law or bylaw, whether of national, provincial, or local origin, or the conditions of any license relating to or affecting the occupation of the buildings or the Common Property or the carrying on of business in the buildings or by contravening the conditions of any Agreement of Occupancy applicable to the buildings or the Village in general. Neither the Company nor the Directors will accept any responsibilities for such breach should it occur.

2.2 The Directors have the authority to implement a penalty system for non-compliance with any Conduct Rule or Law.

3. BUSINESS ACTIVITIES

3.1 No business, professions, trades, or auctions may be conducted on the Common Property or in a Unit without the written consent of the Directors and/or the Village Manager.

3.2 No advertisements or publicity material may be exhibited or distributed in the main building or Common Property, without the written consent of the Directors and/or the Village Manager.

3.3 No goods or other merchandise may be sold, or collection lists circulated directly to Units, without the written consent of the Directors and/or the Village Manager.

4. ACTIVITIES IN COMMON AREAS OR PROPERTY

4.1 No hobbies or other related activities may be conducted in the Common Property, and if conducted in-house, must not cause a nuisance to other Owners or Occupants. The same applies to excessive noise caused by radio, television, or any other source.

- 4.2 Hobbies and other related activities that cause undue noise is only permitted within the confines of a Unit, between 09:00 and 12:00, and between 15:00 and 18:00, from Mondays to Saturdays but elderly, weak and sick residents must be taken into consideration in all instances.
- 4.3 In exceptional circumstances, the Directors and/or the Village Manager will consider applications for noisy activities to be conducted outside the stipulated times, provided written approval is obtained from all immediate neighbours that such activities will not cause a nuisance.
- 4.4 The use of fireworks in the Village is strictly forbidden.
- 4.5 Unauthorised or private use of firearms in the Village is strictly forbidden.

5. EMPLOYEES OF RESIDENTS

- 5.1 Before any persons employed by Owners or Occupants may gain access to the Property, an identification card needs to be issued by the Village Manager to the person responsible for the employee.
- 5.2 Such identification can be secured by completing a Security Identification Form (criminal check), which is available at the Administration Office. Identification forms, upon completion, must be returned to the Administration Office.
- 5.3 Any illicit activities, arrests or convictions revealed by the criminal check, may result in the relevant employee or contractor being denied access to the Property. This decision will be at the sole discretion of the Village Manager.
- 5.4 Employees of residents shall not be accommodated in Units or on the Property. In special circumstance, upon written application, permission may be granted in writing, by the Directors and/or the Village Manager for temporary occupation for a specific period of any employee of an owner or occupant.

- 5.5 In the case of 24-hour care/nursing shifts, where home-nursing services are required, permission must be obtained in writing from the Directors and/or the Village Manager.
- 5.6 Owners or Occupants will be responsible for the behaviour of their employees and any damage caused by them.

6. GENERAL HYGIENE, HYGIENE SERVICES, CLEANLINESS AND AESTHETIC APPEARANCE

- 6.1 Owners or Occupants are responsible for contributing towards the general cleanliness and tidiness of the Village. No cigarette butts, sweets, papers, etc., may be scattered in the Common Property.
- 6.2 Refuse and refuse bins shall be located in the residents' courtyards or other places specifically demarcated for refuse or refuse bins so that they are not visible from the Common Property.
- 6.3 Refuse may not be handled contrary to the regulations of the local authority.
- 6.4 No refuse may be left on any portion of the Common Property or elsewhere where it will be visible, whether in a container or not.
- 6.5 Refuse for collection may only be left outside, in appropriate bags, early on the morning preceding collection, unless all owners or Occupants are advised otherwise.
- 6.6 Garden refuse must be placed in a separate bag and may only be placed outside for collection on the days allocated by the Village Manager.
- 6.7 Carports must not be used as storage areas for domestic goods, compost, fertilisers, furniture, or equipment. These items must be stored out of the view of other Owners or Occupants.

- 6.8 No unsightly articles may project above or beyond courtyard walls and be visible to other Owners or Occupants. The Directors will determine from time to time what constitutes “unsightly”.
- 6.9 Garage windows must have curtains or blinds. No cleaning material, etc., may be put on bathroom or kitchen windowsills and be visible to other Owners or Occupants. Garage doors must not be left standing open at any time when the garage is not in use.
- 6.10 The slaughter of live animals on the Village is prohibited.
- 6.11 No shed or similar type of storage container may be placed in the yard of any Unit without the prior written consent of the Directors and/or the Village Manager.

7. PETS

- 7.1 Pets may be kept in the Village only after the Directors and/or the Village Manager have granted written permission. Occupants wishing to keep a pet must submit a formal application giving full details of the pet together with a colour photo and other documentation as described in the application form, prior to the pet being allowed on the Property.
- 7.2 The Directors and/or the Village Manager have sole discretion in determining the suitability of any pet.
- 7.3 All pets must be registered in the pet register after permission is granted.
- 7.4 The permission may be summarily withdrawn at any time should these pets become a nuisance. The Directors will from time to time determine what constitutes a “nuisance”.
- 7.5 It is the responsibility of the owners of the pets to ensure that all litter caused by the pets is removed from the Common Property immediately.

- 7.6 No pets are allowed in the main building, except for registered guide dogs.
- 7.7 All pets must be on a leash and suitably controlled, when out on the Common Property.
- 7.8 Owners, Occupants, and their Visitors are not permitted to bring visiting pets onto the Property, with the exception of guide dogs.
- 7.9 Pets must be kept in a fenced area with a suitable gate for proper enclosure.
- 7.10 Failure of pet owners to comply with these rules may result in the Owner or Occupant being instructed to remove the pet from the Property.
- 7.11 Maximum size of dogs by weight: 5 kg and height: 30 cm. All dogs must wear an identification tag with the Owner's house number and contact telephone number.
- 7.12 No pets are allowed in the apartment buildings. Exceptions may be made for pets that do not require space and exercise, or pets that do not cause a noise, for example fish. Dogs are allowed for ground floor apartments.
- 7.13 The owner of the pet is responsible for any damage caused by his/her pet, to any property or person.
- 7.14 As a general rule, an Owner or Occupant may only have one pet.
- 7.15 Occupants are allowed to bring two pets onto the Village and when one of these pets die, the Occupant is not allowed to replace such a pet.

8. GARDENING

- 8.1 Owners or Occupants are free to do their gardening around their house, which will be regarded as private gardens.

- 8.2 Prior to any landscaping work being done to at the Unit, an application form must be completed together with a detailed sketch of plant positioning, quantity, and type of plants to be planted. Work may only commence once written approval has been granted by the Directors and/or the Village Manager.
- 8.3 No trees or large shrubs may be planted near the structure of the Units or near underground services where leaves tend to block the gutters or lift the foundations, or near the perimeter fences where they may interfere with the electric security fence, or near lamp posts where they may impede on the lighting, or the Common Property, without the permission of the Directors and/or the Village Manager.
- 8.4 If outside assistance is needed in regard to an Owner or Occupant's private garden, written permission must be obtained from the Directors and/or the Village Manager. Owners or Occupants will be requested by the Directors and/or the Village Manager to remove any plants that result in the deterioration of the surrounding lawns, or which create unsightly growth, or impede on public access. Failure to comply with such a request will result in the plants being removed by the Directors and/or the Village Manager at the cost of the Owner or Occupant.
- 8.5 The services of Village Garden Contractor Employees may not be utilised for private use. Private Garden services are available from the contractor at additional costs.
- 8.6 The provision of topsoil, fertiliser, ant-killer, etc., for private gardens, is the responsibility of the Owner or Occupant.
- 8.7 The Village gardeners are responsible for mowing lawns and trimming edges on the Common Property, as well as private gardens of freestanding homes. Owners and Occupants must grant access to these gardeners.
- 8.8 Private garden tools, hoses and other equipment must be stored where they will not interfere with, or spoil the view of, other Owners or Occupants.

- 8.9 Private braai equipment may only be used in the Common Property areas or directly in the front, back or sides of an Owner or Occupant's house. All braai equipment so used must be removed immediately after use from the Common Property areas.
- 8.10 Private lawn mowers and other tools, etc., are permitted to be used between 09:00 and 12:00, and between 15:00 and 17:00, from Mondays to Saturdays.
- 8.11 Owners or Occupants are requested to use water sparingly and most effectively with regard to time of day and season.
- 8.12 If a discrepancy arises regarding the boundary of a garden, reference will be made to the fenced area as the private garden. If no such reference is available, it will be at the sole discretion of the Directors to determine the boundary.
- 8.13 Watering of plants in close proximity of retaining walls must be kept to a minimum.

9. INSURANCE

- 9.1 Owners or Occupants are responsible for the insurance of the contents of their Units, their motor vehicles, and other private assets, as well as for public liability.
- 9.2 The Owners or Occupants must not do or permit anything to be done which may in any way void any insurance policy held by the Company in respect of the Village infrastructure and buildings or cause the premium of the policy to be increased, and the occupant indemnifies the Company accordingly.
- 9.3 No Owner or Occupant may store any materials or practise any dangerous acts in the Units or on the Common Property which will or may increase the cost payable by the Company, or negatively impact the effectiveness of any insurance policy.

10. STRUCTURAL ALTERATION

- 10.1 No structural alterations may be done, and no changes may be effected to the Units unless prior written application is made to, and written permission granted by the Directors and/or the Village Manager.
- 10.2 No air-conditioning units may be installed, unless written application is made to, and written permission granted by the Directors and/or the Village Manager and no components may be visible from the Common Property.
- 10.3 No decorations may be attached to a Unit, and the exterior may not be painted or otherwise treated unless prior written application is made to, and written permission obtained from the Directors and/or the Village Manager.
- 10.4 No additional television antennae or satellite dishes may be erected outside a Unit, unless prior written application is made to, and written permission granted by the Directors and/or the Village Manager.
- 10.5 The Directors may not consent to the enclosure of patios with sliding doors and/or windows, notwithstanding the nature of the roof structure (solid roof / louvre deck roof), as such enclosure will comprise the extension of a Section, in which event the procedure as stipulated in terms of Section 24 of the Sectional Titles Act, Act 95 of 1986 should be complied with and where the extension should be authorized by members by way of Special Resolution.

11. LAUNDRY

- 11.1 Washing may only be dried in demarcated areas, i.e., in the courtyard.
- 11.2 Washing may not be dried where it is visible to other Owners or Occupants or the public.

12. VISITORS AND CHILDREN

- 12.1 Owners or Occupants are liable for the conduct of their visitors, children, and grandchildren, and they must ensure that the Conduct Rules are adhered to by all.
- 12.2 The Village Manager has the authority to remove visitors from the Property if they do not adhere to the Conduct Rules of the Property.
- 12.3 The use by visitors of bicycles, tricycles, skateboards, roller skates, rugby and soccer balls, cricket balls and bats, etc., in the Common Property is strictly prohibited.
- 12.4 No buses, mini buses, goods vehicles, caravans, boats, or trailers may be parked in the general parking areas of the Property on a permanent basis. Where temporary parking is required, prior written application should be obtained from the Directors and/or the Village Manager.
- 12.5 Visitors, including children and relatives, are not permitted to stay in the Property for more than 4 (four) weeks, without written permission of the Directors and/or the Village Manager.
- 12.6 All visitors, including children of Owners or Occupants, may be required to sign in at the entrance gate, unless acceptable identification, approved by the Directors and/or the Village Manager, is produced.
- 12.7 All visitors, including children and relatives of Owners or Occupants, enter the Property at their own risk and neither the Directors, Managing Agents nor the Company are liable for injuries or death, or loss suffered whilst on the Property.

13. STORAGE OF DANGEROUS GOODS AND ACTS CONSTITUTING A DANGER

Owners or Occupants shall neither store flammable and/or dangerous materials, nor perform or permit any dangerous acts to be performed in the building or in the Common Property.

14. VEHICLES, SPEED LIMITS AND PARKING

14.1 Repairs to private vehicles on the Property may only be done inside the garage of the Owner or Occupant. No Owner or Occupant shall be permitted to dismantle or effect repairs to any vehicle on any part of the Common Property.

14.2 Vehicles may only be washed in front of the garage of the Owner or Occupant.

14.3 Owners or Occupants shall ensure that their vehicles, and the vehicles of their visitors and guests, do not leak oil or brake fluid or other substances on the Common Property or in any other way deface the Common Property. Owners or Occupants will be held responsible for the cost of cleaning up such leakages.

14.4 The Village bus is available to the residents at a small fee. An indemnity form needs to be signed before this service may be used.

14.5 Golf cars allocated for the management of the Property is for the use of management only. No resident may utilize these golf carts for private purposes.

14.6 Weight limitation of trucks entering the Property must be adhered to and only single shaft trucks will be allowed. The Administrative Office can be contacted for further details.

15. SPEED LIMIT AND PARKING

- 15.1 Vehicles may not exceed the speed limit set for the Village. The speed limit has to be strictly enforced to prevent danger to Owners or Occupants. Visitors who persist in breaking this rule may be refused entrance by vehicle.
- 15.2 Any vehicles of whatever nature parked on the Property shall be parked at the owner's risk, and the Company shall not be liable for any loss or damage of any nature whatsoever to such vehicles, howsoever arising, including, without limitation, by reason of theft, fire, flood, accident or whether arising from the negligence or other acts or omissions of the Company, the Directors or their employees, contractors, or agents.
- 15.3 Vehicles of Owners and Occupants and their visitors may only be parked in demarcated parking areas. No area demarcated by yellow lines may be used for parking purposes.
- 15.4 Parked vehicles may not obstruct any entrance, exit or driveway or garage.
- 15.5 Temporary street parking of vehicles is permitted but double parking is strictly prohibited.
- 15.6 Parking of vehicles on the lawns of the Common Property is allowed for shorter periods.
- 15.7 Parking of vehicles between Units is not permitted.
- 15.8 Parking bays allocated for disabled drivers should only be used by drivers or passengers confined to wheelchairs.

16. PEST CONTROL

Owners or Occupants shall keep their Units free of white ants, wood borers and other insects or pests and will allow the Directors or their duly authorised agents or employees to inspect the Units from time to time.

17. OCCUPANT AGE LIMITATION

17.1 The minimum occupant age is 50.

17.2 If the Occupant is married or deemed to be in a permanent relationship and any one of the spouses or life partners is 50 or older, both parties qualify.

17.3 Any potential occupant younger than 50 must make written application to the Directors who will give due consideration to the application, taking into account the merits of the application and the overall scheme limitation.

17.4 Occupation may only be taken after written permission is granted by the Directors and/or the Village Manager.

17.5 The Directors and/or the Village Manager may at any time withdraw the permission if the circumstances warrant such withdrawal.

18. USE OF DINING ROOM AND FUNCTION HALL FOR PRIVATE FUNCTIONS

18.1 Any Owner or Occupant may hire facilities such as, the dining room and function hall, when available, for private functions. Reservations for non-residents or outside organisations must be made well in advance with the Village Manager. Written permission is required.

18.2 A fee based on the nature and number of persons attending such function may be charged and such fee will be credited to the Company.

18.3 The function hall may be used for the purpose of exhibiting items for sale to the Owners and Occupants of the Property after written consent has been obtained from the Directors and/or the Village Manager.

18.4 Outside organisations will be allowed to use these premises only after due consideration by the Directors and/or the Village Manager.

19. EMERGENCIES

19.1 In order for the nursing staff and other emergency personnel to have access to a Unit in the case of an emergency, the key to an entrance of a Unit must, when locked from the inside, be removed from the lock.

19.2 Owners or Occupants must ensure that a duplicate key is lodged with the Frail Care Facility, at all times. Such keys are always kept under strict security and will only be used by Nursing Staff and Emergency Staff in the event of an emergency.

19.3 If Owners or Occupants refuse to lodge a duplicate key with the Frail Care Facility, this automatically indemnifies the Company from any liability and any damages resulting from having to gain access to the Unit in an emergency will be for the Owner's or the occupant's account.

19.4 To ensure quick access in the event of an emergency, bathroom doors should never be locked from the inside.

19.5 Occupants are responsible for routinely testing their panic buttons and the replacing of batteries as and when needed.

20. REPAIRS AND MAINTENANCE

Owners and/or Occupants are responsible for repairing and maintaining the interior of their Units, including all electrical, plumbing, and other fittings, at their own

expense, and shall keep the interior of the Units in a clean and hygienic condition to the satisfaction of the Directors and/or the Village Manager.

21. GENERAL RULES RELATING TO THE PROPERTY

- 21.1 Use of the Common Property and the communal facilities (which may include a swimming pool) will be at the risk of the Owners, Occupants or their visitors, children, employees, and pets. The Company, Directors, Developer and Managing Agent are indemnified from any claims arising from such use.
- 21.2 Private home care may be provided by a company other than the contractor on the Property. The Village Manager needs to be informed in writing, the resident needs to sign an indemnity and also provide proof of the personal care provider's security clearance.
- 21.3 In compliance with the Older Person's Act No. 13 of 2006, every resident is required to register with the Village Nurse or Matron. This must be done before occupation.
- 21.4 Any Owner who rents out their Unit will be held responsible for any unlawful activity or damage caused by his/her tenant. It is the responsibility of the Owner to make sure that the tenant understands all the management and Conduct Rules of the Company. Panic buttons, telephones, access tags, etc. and any costs relating thereto remains the responsibility of the Owner.
- 21.5 The Directors are allowed to allocate additional areas of the Common Property to an Owner or Occupant for the Owner's or Occupant's exclusive use and charge a levy for such additional area allocated.

22. APPEARANCE FROM OUTSIDE

No Owner or Occupant shall alter or add anything to or on the Common Property (including balconies, patios, and gardens) which in the discretion of the Directors is aesthetically displeasing or undesirable when viewed from the outside of the Unit.

23. SIGNS AND NOTICES

No Owner or Occupant of a Unit, used for residential purposes, 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 outside the Unit, without the written consent of the Directors.

30 August 2022