

**SETTLERS RETIREMENT VILLAGE**  
**(Registered Sectional Title Development Scheme)**

SS 11/1998, 19/1998, 6/1989, 7/1989, 4/1990, 10/1990, 11/1990, 3/2005

**Physical Address of scheme: Main Road, Gonubie**

**Erf Number: 3511, 3470 and 3452 Gonubie**

**SUBSTITUTION OF CONDUCT RULES**

**CONDUCT RULES APPROVED BY THE BODY CORPORATE BY UNANIMOUS  
RESOLUTION IN TERMS OF SECTION 10 (2) (b) OF THE  
SECTIONAL TITLES SCHEMES MANAGEMENT ACT 8 OF 2011**

It is hereby recorded that the Body Corporate of Settler's Retirement Village, at a duly convened Special General Meeting of its members held on the 5<sup>th</sup> December, 2022 by Special Resolution, substituted the following Conduct Rules for the existing Conduct Rules registered in the Deeds Office on 21 July 2014.

**These Rules are binding on all members of the Body Corporate and all residents of the scheme.**

**INDEX**

<b>Rule No.</b>	<b>SUBJECT</b>	<b>Page No.</b>
1	Definitions	3
2	Interpretation	4
3	POPI Act	4
4	Security	4
5	Noise Nuisance	4
6	The Imposition of Fines and Penalties	5
7	Internal Dispute Resolution Procedures	6
8	Visitors and Children	6
9	Domestic Staff	7
10	Laundry	7
11	Pets	7
12	Prohibition on the Use of Fireworks	8
13	Letting of Units	9
14	Refuse Removal	9
15	Eradication of Pests	9
16	Additions, Alterations to, or Maintenance of a Section	10
17	Damage to Common Property	11
18	Appearance from outside	11
19	Installation of TV Dishes, solar geysers and other appliances	12
20	Motor Vehicles, Use of Driveways and the Common Property	12
21	Firearms, Storage of Flammable Liquids and other dangerous Materials, Tampering with Common Property	14
22	Slaughtering of Animals for Cultural, Religious or Other Purposes	15
23	Estate Agents	15
24	Generators	16
25	Gardens	16
26	Use of Swimming Pool	16
27	Use of Snooker Room, Lounge and Dining Room	17
28	Occupancy Limitation	17
29	Employment of Private Staff	17
30	Garden Staff	17
31	Miscellaneous	17
32	Disclaimer	18

1. **DEFINITIONS**

In these rules, the following terms shall have the meanings assigned to them hereunder, namely:

<b>Term:</b>	<b>Meaning:</b>
<b>Act</b>	the Sectional Titles Schemes Management Act 8 of 2011 (as amended from time to time).
<b>Body Corporate</b>	consists of all the registered owners of units at Settlers Retirement Village.
<b>Common property</b>	the land and such parts of the building as are not included in a Section.
<b>Exclusive Use Area</b>	means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections.
<b>Gender</b>	Any words referring to the one gender shall include the other gender.
<b>Managing Agent</b>	the entity, whether it be a company, close corporation or person, which may be appointed by the Body Corporate from time to time to administer the affairs of the Body Corporate in accordance with the management contract concluded between such entity and the Body Corporate.
<b>OHS Act</b>	Occupational Health and Safety Act 85 of 1993.
<b>Owner</b>	a registered owner of a Section in the scheme known as Settlers Retirement Village.
<b>POPI Act</b>	The Protection of Personal Information Act 4 of 2013.
<b>Resident</b>	any person, including but not limited to an owner, who occupies a primary Section in Settlers Retirement Village and/or who utilises a utility Section.
<b>Scheme</b>	means the Sectional Title Development scheme known as Settlers Retirement Village.
<b>Section</b>	means a Section shown as such on the Sectional plan and registered in an owner's name.
<b>Trustees</b>	persons who are elected in terms of the Act to serve as a Trustee to exercise the functions and powers of the Body Corporate.

**Unit** means a Section together with its undivided share in the common property apportioned to that Section in accordance with the participation quota of the Section.

2. **INTERPRETATION**

- 2.1. In these Rules, unless a contrary intention clearly appears from the context, words importing any one gender include the other gender;
- 2.2. The singular includes the plural, and vice versa;
- 2.3. Natural persons include created persons (corporate and unincorporated) and vice versa;
- 2.4. Paragraph headings shall not be used in the interpretation of these Rules.

3. **PROTECTION OF PERSONAL INFORMATION ACT (POPIA)**

Owners hereby acknowledges that the Body Corporate will be required to process their Personal Information in order to administer the Scheme. This information will be dealt with in accordance with the provisions of the Protection of Personal Information Act, 4 of 2013.

4. **SECURITY**

**THE RIGHT OF ADMISSION TO SETTLERS RETIREMENT VILLAGE IS AT ALL TIMES RESERVED AND IS AT THE DISCRETION OF THE TRUSTEES**

- 4.1. Residents must adhere to all security protocols and procedures that the Trustees may institute from time to time;
- 4.2. Residents must advise their visitors that they are required, for security reasons, to comply with all access/egress control requirements that are in place at the entrance to the scheme for security reasons.
- 4.3. Residents must ensure that at all times the Trustees have their latest contact details, being landline number, cell phone number, email address and next of kin contact details. Vehicle details of make and registration number must also always be up to date. These can be updated at the Office or via online forms obtainable on the website
- 4.4. Residents must complete the Medical Emergency Information form and keep this available with related documents in a convenient place where it can be accessible in case of a medical emergency.

5. **NOISE NUISANCE AND DISTURBANCE, AND CONSIDERATION FOR YOUR NEIGHBOURS**

- 5.1. Residents must take every reasonable step to ensure that they do not cause or allow their dogs, grandchildren/visitors/employees to cause a noise nuisance and/or disturbance to other residents of the scheme;
  - 5.2. Reasonable quiet must be maintained at all times so as not to disturb residents of neighbouring Sections or persons on the common property, but particularly between;
    - 5.2.1. 13h00 – 15h00 daily
    - 5.2.2. 19h00-06h00 from Monday to Friday
    - 5.2.3. 20h00-09h00 on Saturdays, Sundays and Public Holidays
  - 5.3. Excessive noise of any type, such as loud hi-fi equipment, radios, musical instruments, televisions, CD Players and similar equipment, as well as revving of engines, shouting and any noise that can be heard on the common property or in adjoining Sections is prohibited at all times;
  - 5.4. Hobbies or any other activities that may cause undue noise or nuisance to other residents may not be conducted on the premises of the scheme. (This includes all common property as well as individual units in the scheme);
  - 5.5. Building or renovating activities causing a noise shall ONLY take place on:
    - 5.5.1. Mondays to Friday between 08h00 and 16h00
    - 5.5.2. Saturday between 08h00 and 13h00
  - 5.6. The noise level of social events must not cause any disturbance. If complaints are received the level of noise must immediately be reduced to an acceptable level;
  - 5.7. Should there be a dispute as to what constitutes a nuisance and/or disturbance, the Trustees' determination on this matter shall be final;
  - 5.8. No stones or other solid objects may be thrown within the confines of the scheme;
  - 5.9. Garages, carports, patios, balconies and gardens shall be used for their intended purpose only.
6. **THE IMPOSITION OF FINES BY THE TRUSTEES FOR THE TRANSGRESSION OF MANAGEMENT AND/OF CONDUCT RULES**
- 6.1. The Trustees acting on behalf of the Body Corporate have the express right to fine an owner, should the owner, his/her tenant, resident, guest, employee or invitee contravene these Conduct or Management Rules;
  - 6.2. The procedure to be followed before a fine can be imposed is as follows:
    - 6.2.1. **A first written warning** must be given to the resident (and the owner) placing him/her on terms and requiring him/her to stop contravening the Rule in question or to act positively in complying with the Rule in question (the time period given in which to stop the contravention depends on the nature and extent of the contravention);
    - 6.2.2. **A second written warning** must follow on the first written warning as a direct result of the resident failing to abide by the first written warning or repeating the same contravention as stipulated in the first written warning and will be accompanied by a fine, of an amount as determined at the AGM;

- 6.3. A second written warnings can only be imposed if the resident is guilty of the same misconduct or omission within the 6-month period following the first warning having been issued;
- 6.4. The written warnings will be emailed to the owner and a hard copy will be placed under the door or hand delivered to the resident;
- 6.5. The Trustees will decide on the appropriate sanction by means of a simple resolution.
- 6.6. Should the resident concerned dispute the fine being imposed:
  - 6.6.1. if the resident is also the owner of the unit, he shall have the right to attend a Trustee meeting upon prior written request to the Trustees to discuss the matter with the Trustees and the Trustees must consider the owner/s submissions and make a decision to retain the fine or not;
  - 6.6.2. if the resident is the lessee of the owner of the unit or another person occupying the Section, then such person and the owner, shall have the right to attend a Trustee meeting upon prior written request to the Trustees to discuss the matter with the Trustees, and the Trustees must consider such person and the owner/s submissions and make a decision to retain the fine or not;
- 6.7. In the event that the owner does not agree with the Trustees decision he is required to make use of the internal dispute resolution procedure as set out below before approaching the Sectional Title Ombud in terms of the Community Services Ombud Services Act 9 of 2011.

7. **INTERNAL DISPUTE RESOLUTION PROCEDURE**

- 7.1. Should a resident have a dispute with, or a complaint against another resident or an owner of a Section in the scheme arising out of or connected with these Conduct Rules, the Act or the Management Rules, the resident or owner concerned should in the first instance make a genuine attempt to resolve the matter between himself and the other resident and/or owner, in a neighbourly and amicable manner;
- 7.2. In the event that the parties to the dispute are unable, for whatever reason to resolve the dispute between themselves, either one or both of them may refer the matter to the Trustees directly or through the appointed Managing Agent in writing with a request to the Trustees to attempt to resolve the matter by mediation;
- 7.3. No verbal or telephonic complaints will be entertained or dealt with by the Trustees;
- 7.4. The Trustees shall meet with both/all parties within 14 days of the matter being referred to them, or as soon thereafter as possible, in order to attempt to resolve the matter between the parties concerned;
- 7.5. Minutes must be kept of the meeting held with the purpose of attempting to resolve the matter
- 7.6. Should the matter not be capable of resolution by the mediation meeting referred to above for whatever reason (even if such reason is that one of the parties, or both, fail to attend the meeting), either party to the dispute may approach the Ombud for relief in terms of the Community Schemes Ombud Services Act 9 of 2011;

- 7.7. Once referred to CSOS, the parties shall be bound by the procedure prescribed by the CSOS Act and its regulations.

8. **VISITORS AND CHILDREN**

- 8.1. Residents are responsible for ensuring that visitors and children abide by the Rules;
- 8.2. In the event that a visitor or the child of a resident or the child of a visitor, or the child of a resident's staff member suffers an injury of whatsoever nature whilst on the common property, or dies whilst on the common property, whether due to the negligence of the Body Corporate, its Trustees, staff or agents, irrespective of the cause thereof, the Body Corporate disclaims liability and holds itself harmless against any claims, costs or expenses arising out of such injury or death, loss of or damage to property;
- 8.3. Visitors and children shall at all times show consideration as to noise levels;
- 8.4. Ball games are prohibited on the Common Property.

9. **DOMESTIC STAFF AND EMPLOYEES**

- 9.1. Staff employed by the Body Corporate are not permitted to run errands, convey messages, wash cars, wash or iron clothes or undertake any work whatsoever for residents during the normal working hours of the staff;
- 9.2. Residents shall not instruct Body Corporate staff to do any work on the common property;
- 9.3. Residents who have a complaint about members of staff must report it to the Trustees or managing agent in writing and must not directly reprimand such member of staff;
- 9.4. **Domestic Staff Members – *the names, contact details and copies of ID books, as well as details of next of kin of each staff member employed by a resident must be provided to the Trustees on request. They must sign the relevant POPIA consent form.***  
Residents who employ domestic staff are to make sure that their domestic staff member both know and adhere to the relevant Rules at all times.
- 9.5. **Employees of the Body Corporate** may not be employed to do private work for owners during their specified working hours.
- 9.6. **Contractors of the Body Corporate** may not be employed to do private work for owners whilst they are carrying out existing projects for the Body Corporate.

10. **LAUNDRY**

Residents may not hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other Sections.

11. **PETS**

- 11.1. New residents will be allowed to bring with them one small dog, which was previously living with them, when they move into the Village. They must obtain written consent from the

- Trustees, which will be subject to the proviso that the dog, when fully grown, shall be no taller than 30cm at shoulder height, and of a breed compatible with community living.
- 11.2. The owner must be physically and mentally capable of ensuring the dogs well-being.
  - 11.3. The dog may not be replaced when it dies.
  - 11.4. No cats or other types of pets or livestock or wild animals shall be permitted at the scheme.
  - 11.5. A resident suffering from a disability and who reasonably requires a guide, hearing or service dog as a result thereof, shall be deemed to have the Trustees consent to keep the dog in a Section and to accompany it on the common property subject to the following conditions being met prior to the dog being brought into the scheme.
    - 11.5.1. The resident shall provide to the Trustees proof in the form of a doctor or medical specialist's certificate that he does in fact require the assistance of a guide, hearing or assistance dog and proof that the dog is suitably qualified and certified;
    - 11.5.2. The Trustees may provide for any reasonable condition in regard to the keeping of the guide, hearing or service dog.
  - 11.6. The following Rules apply unconditionally in addition to any other condition that the Trustees may prescribe for a dog for which permission has been granted to stay at Settlers Retirement Village:
    - 11.6.1. The dog shall not be permitted on common property unless it is suitably restrained (i.e. on a leash) and under the constant control of its owner;
    - 11.6.2. The dog must be inoculated and neutered or spayed, and a certificate from a veterinarian must be provided to the Trustees confirming the aforesaid when permission for the keeping of the dog is requested. Inoculations must be kept up to date and copies of the current certificate must be provided to the Office;
    - 11.6.3. The dog must either wear a collar with a tag indicating the name, telephone number and unit number of the owner of the dog, alternatively the dog must be micro-chipped;
    - 11.6.4. The dog is prohibited from making a noise or causing a nuisance in any way whatsoever to other residents, in accordance with the Act.
    - 11.6.5. Fouling of common property is not permitted and should the dog defecate on common property it is the owner's sole responsibility to remove the faeces and dispose of it in a suitable refuse receptacle;
    - 11.6.6. Should damage of whatsoever nature be caused by the dog directly or indirectly to common property, its owner will be responsible for the cost of any repairs.
    - 11.6.7. The owner/resident must be physically and mentally capable of properly caring for the dog and ensuring its wellbeing at all times.
    - 11.6.8. Should any of these conditions not be met, the Trustees may withdraw the permission to keep the dog.

## 12. **PROHIBITION OF THE USE OF FIREWORKS**

Fireworks are strictly forbidden either on the common property or in any Section at Settlers Retirement Village.



13. **LETTING OF UNITS**

- 13.1. All persons granted rights of occupation to a Section shall be obliged to fully comply with these Conduct Rules, notwithstanding any provision to the contrary that may be contained in any lease or any grant of rights of occupancy;
- 13.2. No letting or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate in terms of the Rules and/or in terms of the Act;
- 13.3. As a condition of letting, the owner must secure from the lessee, or the person to whom occupation is given, a written undertaking that such lessee or person must duly observe all regulations and conditions contained in the Rules and in the Act;
- 13.4. The owner of a unit must advise the Trustees and the Managing Agent of the names of the lessee, number of occupants and the period of the lease.
- 13.5. Owners must ensure that the letting agent who is given the mandate to lease his unit is given a copy of these Conduct Rules and informed that in the event of the tenant not being made aware of the content of the Rules and the necessity to adhere to ALL the Rules, fines will be issued and/or legal action will be taken against the owner.

14. **REFUSE DISPOSAL**

- 14.1. Residents shall place household refuse packed and sealed in plastic bags outside their units on the designated day for refuse removal.
- 14.2. Additionally, use the recycling bins available for certain classes of refuse.
- 14.3. Rubbish resulting from moving must be removed from the premises by the resident concerned ***at his/her own cost***, as this type of rubbish will not be permitted to be deposited anywhere on the common property at any time;
- 14.4. Sanitary items must not be flushed through the sewerage systems. Such items are to be placed in a plastic bag and sealed before being placed in the refuse bags.
- 14.5. No refuse, scrap material, wood and the like shall be stored on the common property.

15. **ERADICATION OF PESTS**

- 15.1. An owner must keep his Section free of ants, cockroaches, rodents and/or other potential disease-carrying animals and insects as well as wood destroying insects. He shall permit the Trustees, Managing Agent and their duly authorised agent and employees, to enter his Section for the purpose of inspecting the Section and taking any action as may be required to eradicate any such pests. The cost of inspection/eradicating any such pests as may be found within a Section shall be borne by the owner of the Section.
- 15.2. Every owner shall ensure that nothing is done to attract pests of any sort to the complex.
- 15.3. An owner must notify the Trustees if a problem is noted.

16. **ADDITIONS, ALTERATIONS TO, OR MAINTENANCE OF A SECTION**

- 16.1. The owner of a unit must obtain the prior written consent of the Trustees to demolish any internal wall in his Section;
- 16.2. Building plans by a registered architect or structural engineer shall be submitted, accompanied by a statement that the removal of such wall shall not compromise the structural integrity of the building;
- 16.3. The owner of the unit will be held responsible for any damage that is caused by any maintenance or alteration to the scheme or by any cause or person whatsoever;
- 16.4. All work must be completed within 1 month of the commencement thereof. Extensions of time must be requested from the Trustees.
- 16.5. Both building rubble and rubbish resulting from renovations must be removed from the premises by the resident concerned **at his own cost**, as this type of rubbish will not be permitted to be deposited anywhere on the common property at any time;
- 16.6. The owner of a unit must ensure that:
  - 16.6.1. A list of all contractors and their employees who are to be allowed on the premises must be given to the Trustees and Managing Agents prior to work commencing;
  - 16.6.2. Any contractor employed by him meets all legal and OHS Act rules and regulations, including all documentation and certifications;
  - 16.6.3. Contractors must only park in unallocated parking bays;
  - 16.6.4. The building contractor must employ a full-time responsible foreman on the site during all times that work is in progress;
  - 16.6.5. It is the owner's responsibility to inform the contractor of these Rules;
  - 16.6.6. Should any contractor contravene these Rules, the Trustees shall have the power to refuse such Contractor entry to the scheme until such time as the owner has provided proof that the contractor has been provided with such Rules and the Contractor has undertaken to abide by the Rules;
  - 16.6.7. Any dirt or dust that may deface common property in spite of these protective measures, must be cleaned up immediately;
  - 16.6.8. No building rubble may remain on any part of the common property and must be completely removed at the end of the project. If this is not done, the Trustees will arrange for this to be done at the unit-owners expense.  
No rubble may obstruct access for other residents at any time.
  - 16.6.9. Care must be taken when transporting building material or rubble over any portion of the common property, and any dust or mess created must be cleaned up immediately;
- 16.7. All work but particularly plumbing and electrical work, must be undertaken **only** by suitably qualified, and where applicable, licensed or registered workmen and contractors;

16.7.1. Building and/or renovating shall ONLY take place between the following times:

16.7.1.1. Mondays to Fridays between 08h00 and 16h00

16.7.1.2. Saturdays between 08h00 and 13h00

- 16.8. External alterations to the Section that include the modification of doors or windows require the permission and approval of the Trustees.
- 16.9. Alterations to Exclusive Use Areas that involve the addition of a roof, or braai chimney will require Building Plan approval, and permission and approval of the Trustees.
- 16.10. Change of use to a room i.e. Garage altered to a room may require Building Plan approval, and permission and approval of the Trustees.
- 16.11. Extensions to a Section will require an Architect to prepare plans for Building Plan approval. Where the Sectional Title Area of the Section has increased a Land Surveyor will be required to prepare a Draft Sectional Plan for submission to the Surveyor General. A revised Participation Quota will affect all owners, and will be registered at the Deeds Office.

17. **DAMAGE TO COMMON PROPERTY**

Any damage caused to the exterior of a Section or the common property by an owner, his tenant, visitors, guests or service provider shall be the liability of the owner and all repair costs will be for the owner's account.

18. **THE APPEARANCE OF THE COMMON PROPERTY EXTERIOR OF A SECTION**

**THE MAINTENANCE OF THE AESTHETIC APPEARANCE OF SETTLERS RETIREMENT VILLAGE IS EXCEPTIONALLY IMPORTANT TO ALL ITS RESIDENTS AND OWNERS**

- 18.1. The owner or resident of a Section shall not place or do anything on any part of the common property, including patios and gardens which, at the discretion of the Trustees is considered aesthetically displeasing or undesirable when viewed from the outside of the Sections.
- 18.2. The exterior of the unit shall not be painted, decorated or altered in any manner. This includes affixing paintings, pictures, murals and artefacts onto the exterior of the unit.
- 18.3. Vegetation, including creepers, must be kept under control and prevented from encroaching upon gutters, ceilings and roof tiles.
- 18.4. No Owner or Resident shall alter or add anything to or on the Common Property (including balconies, patios and gardens) which is construed as being generally offensive or aesthetically displeasing when viewed from outside the Unit.
- 18.5. No Owner or Resident 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 to be visible from outside the Unit without the written consent of the Trustees.
- 18.6. An owner or resident of a Section shall not erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property without the written consent of the Trustees being obtained in advance.

19. **INSTALLATION OF SATELLITE DISHES, AIR-CONDITIONERS OR OTHER ITEMS LOCATED ON THE EXTERIOR OF THE SECTION**

- 19.1. No structural alterations may be done and no changes may be effected to the exterior of the Section or Common Property unless written application is made to, and prior written permission granted by the Trustees
- 19.2. No additional appliances, such as but not limited to, TV antennae, satellite dishes, solar geysers, solar panels or water storage tanks may be added to the Section or placed on the Common Property adjacent to the Section without prior application to, and written approval from the Trustees. For a full list of such additions consult the website or check with a Trustee or the Office prior to undertaking any additions or alterations.
- 19.3. The onus is on the Unit Owner to submit, pay for and obtain any required official approval from the relevant departments of the applicable local or provincial authority.
- 19.4. An owner/resident shall not mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property

20. **MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS**

- 20.1. All motor vehicles brought onto Settlers Retirement Village property, or parked at Settlers Retirement Village, are brought into the premises and parked at the sole risk and responsibility of the owner of the vehicle, and no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which such owner may suffer as a result of a vehicles being parked on the premises of Settlers Retirement Village
- 20.2. The speed limit for vehicles at Settlers Retirement Village is 15 km per hour;
- 20.3. Trustees may instruct that any vehicle parked, standing or abandoned on the common property in contravention of these Rules is to be removed from the property at the expense of the owner;
  - 20.3.1. Failure by the owner of the vehicle to comply with the Trustee instruction may result in a fine being applied.
  - 20.3.2. If a vehicle appears to be abandoned, two letters will be affixed to the vehicle over a four-week period. If no response is received to the letters, the vehicle will be deemed to have been abandoned and appropriate action will be taken.
- 20.4. **Leaks** - All residents of Sections must ensure that their vehicles do not leak any oil or fluid onto the common property or in any other way deface the common property. If an owner, occupier or visitor of a Section contravenes this rule, the owner will compensate the Body Corporate for the fair, reasonable and necessary cost of restoring/ repairing/cleaning of such common property;
- 20.5. **Repairs** - No resident of a Section shall be permitted to dismantle or effect any major repairs to any vehicle on any portion of the common property.
- 20.6. Car alarms that are triggered must be attended to immediately. Should the owner of the vehicle be absent from the complex and the vehicle alarm causes a disturbance to the

- residents of the complex, the Trustees will be entitled to have the alarm switched off in whatever manner deemed fit at the expense of the owner of the vehicle;
- 20.7. Trucks or vehicles that weigh in excess of 3 (three) tons shall not be permitted to enter the scheme.
- 20.8. Any damage to the driveway of the scheme by trucks or vehicles shall be for the cost of the owner of the unit to which the vehicles driver is visiting for whatever purpose such visit is taking place. Furniture removal trucks that weigh in excess of 3 tons shall park outside the scheme on the public road to load or off-load furniture with the use of a smaller shuttle vehicle;
- 20.9. Residents shall not rent or otherwise permit their parking bay at Settlers Retirement Village to be used by any person who is not ordinarily resident in a Section;
- 20.10. **Dangerous Driving** - no resident or unlicensed driver may operate or allow to be operated within the scheme any vehicle on the common property in any manner that may be dangerous either to himself or to anyone else or to any property;
- 20.11. No unlicensed driver may operate, or allow to be operated, any vehicle on the common property.
- 20.12. **Obstruction** - the resident of any Section shall not place or park or permit to be placed or parked any vehicle, possession or article in such manner as to obstruct any fire hydrant, entrance to garages or to a parking bay or bays;
- 20.13. **Motor Vehicle Accidents** - the Trustees and Body Corporate are not responsible for any motor vehicle accidents that occur within the scheme;
- 20.14. The use of go-carts, skateboards, children and toddler's push-bikes or small plastic 'motorbikes' and roller skates is strictly prohibited on the common property;
- 20.15. Each Section shall be allowed the number of vehicles according to the number of garages of that Section, provided that the garage is used for parking that vehicle.
- 20.16. Section 47 is allowed one vehicle which is to be parked in the designated parking bay provided.
- 20.17. In cases where a Section has a carport or sufficient space in front of the garage where a second vehicle can be parked without impeding passing traffic, this vehicle shall be permitted.
- 20.18. Any vehicles in excess of the above must be parked in a designated parking area, and not on grass verges or other sections of Common Property not designated for parking.
- 20.19. A vehicle parked in a garage rented from Settlers shall not be included in the determination of number of vehicles for a Section.
- 20.20. Caravans, campervans, trailers, boats and any other trailed vehicles shall not be permitted to be stored/parked on common property nor are residents permitted to store any vehicles for any other party on common property unless special permission from the Trustees has been obtained.
21. **FIREARMS, STORAGE OF FLAMMABLE AND OTHER DANGEROUS MATERIAL, TAMPERING WITH COMMON PROPERTY**

21.1. Dangerous Materials

Residents shall not store any flammable material on the common property or in the Section they occupy, or do or permit or allow to be done any other dangerous act in the building or on the common property, which will or may be a safety risk or increase the rate of the premium payable by the body corporate on any insurance policy;

21.2. Firearms

21.2.1. No unlicensed firearms may be brought on the premises of the Scheme.

21.2.2. The use of a firearm anywhere on the Scheme is prohibited other than in the case of self-defense.

21.2.3. A resident of a Section shall not carry a firearm on the common property in such a manner as to be visible to other persons;

21.2.4. Legislation in respect of Arms and Ammunition is to be strictly adhered to at all times;

21.3. Tampering with Common Property

21.3.1. A resident of a Section shall not tamper with nor have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Supervisor or a Trustee;

21.3.2. A resident of a Section shall not tamper with or allow to be tampered with any firefighting equipment on the common property;

21.3.3. No fire extinguisher, fire hose or similar device on the common property must be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, garden or any other unauthorized purposes. (It is strongly recommended that all owners or residents of a Section acquire and keep in an accessible place in their unit a fire extinguisher).

22. **SLAUGHTERING OF ANIMALS FOR CULTURAL, RELIGIOUS OR OTHER PURPOSES**

22.1. Slaughtering of animals for religious and cultural purposes **shall only be permitted within the confines of a Section** (and not under any circumstances on common property, which includes an exclusive use area) subject strictly to the following conditions:

At least two weeks written notice of the intended religious or cultural event requiring such ritual slaughter must be given to the Trustees, specifying:

- a) The date and time of the proposed slaughter;
- b) The type of animal to be slaughtered;

22.1.1. The name and qualifications of the person who will be carry out the slaughter;

22.1.2. Confirmation that the animal will be brought onto the premises immediately prior to the ritual slaughter and that the carcass and all remains of the animal, will be removed immediately from the premises after the act of ritual slaughter;

22.1.3. A notice from the local authority must accompany the above notice confirming that all by-laws with regard to the ritual slaughter have been/will be complied with;

- 22.1.4. A notice from the health department must accompany the above notice confirming that health department specifications with regard to the ritual slaughter have been complied with;
- 22.2. A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) must accompany the above notice confirming that an official from the SPCA will be present at the proposed event to ensure that the animal to be slaughtered will not endure unnecessary pain and suffering during such slaughter;
- 22.3. Notice must also be given to all adjacent units of the date and time of the proposed slaughter.

**Failure to comply with the above requirements shall entitle the Trustees to prevent the act of ritual slaughter from taking place on the premises and/or debit the unit owner concerned with any costs incurred/applicable fines.**

23. **ESTATE AGENTS**

- 23.1. The owner of the unit being marketed for sale must ensure that any estate agents marketing his unit in the scheme for sale must provide a prospective purchaser with a copy of the Management and Conduct Rules;
- 23.2. Should an owner of a unit wish to sell his unit by auction, and want to hold the auction at the building, it is a requirement that the prior written consent of the Trustees to hold the auction at the building is obtained.
- 23.3. No showhouses are allowed. Viewing is to be by appointment only, and the estate agent will be responsible for the access/exit of the visitor.
- 23.4. Owners should inform Trustees and the Office when they intend to sell or rent their Unit.
- 23.5. It is the owner's responsibility to ensure that prospective buyers or tenants attend an "Orientation Interview" prior to concluding the deed of sale/lease to ensure that the prospective resident is fully aware of the services and facilities available and of the Conduct and Management Rules.

24. **INSTALLATION OF GENERATORS PROHIBITED**

- 24.1. The installation of private generators at Settlers Retirement Village is STRICTLY prohibited.
- 24.2. The installation of inverters is permitted on written application, provided the installation is done by a qualified electrician.

25. **GARDENS**

- 25.1. The gardens at Settlers Retirement Village are common property and shrubs and trees shall not be cut down except with the written consent of the Trustees. Neither shall any plants, or shrubs be planted without the consent of the Trustees.

- 25.2. After consultation with the Trustees, and with the Trustees consent, residents may at their own expense, establish gardens and plant flowers and shrubs in the immediate vicinity of their Sections.
- 25.3. If residents are given permission to establish gardens in the vicinity of their Sections, such gardens must be kept neat and tidy and under the control of the resident concerned.
- 25.4. The Trustees reserve the right at all times to prune and cut any trees and shrubs and re-grass the areas. However, this will be done after consultation with the resident(s) in question.
26. **USE OF THE SWIMMING POOL**
- 26.1. The swimming pool area and facilities shall be kept clean and tidy at all times.
- 26.2. Visiting children using the pool area must be accompanied by an adult who is a competent swimmer.
- 26.3. No alcohol, glass bottles, drinking glasses or other glass objects are permitted within the fenced pool area.
- 26.4. The swimming pool cleaning equipment may not be removed or tampered with.
- 26.5. The gates to the swimming pool area and associated facilities must be kept closed at all times for safety reasons.
- 26.6. The swimming pool area and associated facilities are used at the resident's own risk. The Body Corporate is indemnified against any accident, loss or damage from whatsoever cause sustained by any occupier, their family, friends, employees and visitors when using any of the facilities on the Common Property.
- 26.7. The Trustees may, from time to time, make specific rules for the use of the swimming pool and associated facilities, which specific rules shall be posted at the entrance to the swimming pool area and which must be adhered to at all times.
- 26.8. No irresponsible or other behaviour which in any way endangers any person using the swimming pool is permitted.
- 26.9. Bathing costumes must be worn when using the swimming pool. No bathing apparel may be worn within the confines of the Community Centre/Administration area.
- 26.10. No nude swimming or sunbathing is permitted in the swimming pool area.
- 26.11. No diving into the swimming pool is permitted.
- 26.12. Children who are not yet toilet trained must either wear nappies designed for use in water, or may not swim in the pool.
27. **USE OF THE SNOOKER ROOM, LOUNGE AND DINING ROOM**
- 27.1. Children are prohibited from using the snooker table, the pianos and any other facilities in the main building.
- 27.2. These areas are out of bounds for children at all times unless accompanied by their hosts.
- 27.3. No bathing apparel may be worn within the confines of the Community Centre /Administration area.
28. **OCCUPANCY LIMITATION**
- 28.1. Permanent Occupancy of a Section at Settler's Village shall be limited to 2 persons.
- 28.2. Temporary total occupancy of a Section at any one time shall not exceed three persons per number of bedrooms in that Section.



- 28.3. Visitors or guests will be permitted to stay for a maximum period of 30 days in each calendar year unless the occupier/owner has requested the Trustees to extend this period, which may be extended by the Trustees for a further reasonable period of time, subject to good cause being shown
- 28.4. Visitors or guests will not be entitled to stay unless the owner/occupier is also present, alternatively, unless a written application has been made to the Trustees who may waive this requirement for a reasonable period of time, at their discretion.
- 28.5. Should nursing/caring assistance be required by a resident, then a doctor's certificate should be submitted to the Trustees. The Trustees shall then have the discretion to grant approval (which approval shall not be unreasonably withheld) for a person, in addition to the numbers of persons stipulated in paragraph (a) above, to reside in that unit for a period longer than 30 days, or for such length of time as deemed necessary, to render the said nursing/caring assistance. Should the carer be "live-in" suitable accommodation must be available.

29. **EMPLOYMENT OF PRIVATE STAFF**

The employment of private staff is permissible. Such staff must be registered with the Office and comply with whatever security regulations are applicable from time to time

30. **GARDEN STAFF**

Owners and occupiers may not interfere by giving orders to the complex's garden staff. Any requests must be entered in the book provided for such purposes at the Office. Any complaints about the staff must be lodged with the Supervisor or a Trustee.

31. **MISCELLANEOUS**

- 31.1. Oil, grease and the like may not be flushed down toilets, washed down wastepipes nor poured onto the ground.
- 31.2. An owner or occupier of a Section, or their visitors or guests, shall not litter on the Common Property.
- 31.3. Non-receipt of monthly Levy Statement does not excuse non-payment of monthly Levy and other amounts due.
- 31.4. Payment of the Levy Stabilisation Fund levy due on alienation of property must be done in accordance with Clause 22 of the Management Rules.
- 31.5. No model aircraft of any description (radio controlled or otherwise), nor drones, nor rockets shall be launched/flown within the boundaries of the complex.

32. **DISCLAIMER/INDEMNITY**

- 32.1. The owners' or residents' use of the common property of the scheme is entirely at their own risk at all times.