

# ROYCE HAVEN RETIREMENT VILLAS

## MANAGEMENT ASSOCIATION

### HOUSE RULES

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It is the explicit intention and vision of the Management Association of Royce Haven Retirement Villas to establish and provide an affordable, safe, healthy and pleasant living environment, ensuring the welfare and to fairly promote the interests of all its Life Right Holders with mutual respect establishing the foundation of genuine harmony amongst all Royce Haven Life Right Holders.

#### **From Friday sunset to Monday sunrise**

- Life Right Holders, Visitor/s are also reminded of the spiritual underpinnings and nature of Royce Haven Retirement Villas and it is to be understood and respected.
- Activities causing a noise or disturbance to other Life Right Holders should at all cost be avoided during this period.
- It therefore follows that furniture removal does not take place during this period.
- Notwithstanding the above, Life Right Holders are permitted to attend to personal activities within his/her unit and/or surroundings during this time slot.
- Work on common property should only be attended to in case of an emergency.

#### **Who's who :**

##### **The Owner/Developer**

Royce Haven Retirement Villas (Royce Haven) is owned by the property holding entity of the Seventh-Day Adventist Church, Sedcom (NPC) registration number: 1921/902194/08. Sedcom (NPC) holds the property in trust on behalf of Meals on Wheels Community Services which is a welfare and humanitarian service institution of the Seventh-day Adventist Church.

##### **Management Association**

The Purchaser of Life Rights of a unit at the Royce Haven Retirement Villas established as a housing development scheme under a management association, of which the developer and such purchaser are members of that Management Association with reference to Regulation 7 of the Housing Development Schemes for Retired Persons Act 65 of 1988

##### **Management Committee**

The Management Association will at the Annual General Meeting appoint a committee of the Management Association known as the Royce Haven Management Committee (hereafter referred to as "ManCom") as per Regulation 9(1)(p) of the Housing Development Schemes for Retired Persons Act 65 of 1988. The Owner/Developer and or representative will be an ex officio member of the ManCom. This committee will represent the Management Association effective at the beginning of the next financial year of the Villas.

It shall not be a requirement that a member of the Management Committee shall be a Life Right Holder of a unit provided that the majority of the members of the committee are Life Right Holders.

##### **Chairman**

The elected ManCom will at its first meeting elect a Chairman who will be the Chairman for both the Management Association and ManCom.

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## **1. Regulations Regarding Residency**

- 1.1 Units are intended for pensioners, 60 years and above, who are still active and can manage their own housekeeping.
- 1.2 When Life Right Holders realize that they can no longer manage their own housekeeping or care properly for themselves, they shall inform ManCom.
- 1.3 The residence cannot be used as a holiday home by friends or family when the Life Right Holders are away.
- 1.4 Premises to be used for private/personal occupational purposes only.
- 1.5 Life Right Holders are not allowed to be caretakers of grandchildren, with the exception of school holiday visits as this is a retirement complex.
- 1.6 No business, profession or trade of any kind shall be conducted in or from any unit, or on any part of the common property.
- 1.7 Life Right Holders are not allowed, under any circumstances, to give instruction, request or pay for any favours from workers of the Retirement Complex during the employee/s working hours.
- 1.8 A set of keys to access the unit with tag must be handed to the Chairman for emergency access to individual units.
- 1.9 The Chairman will keep a set of records for each Life Right Holder who wishes information kept in case of an emergency/death. Note that personal information provided and to be completed on occupation and is also updated as per Yellow form distributed to all Life Right Holders with the Annual General Meeting document.

## **2. Laundry**

Although each Life Right Holder is responsible for his/her own washing line, the Life Right Holder of a Unit shall not, without the prior written consent of the ManCom, erect any additional washing lines on the property. Life Right Holders should only use his/her allocated washing line or folding washing rack to hang washing on. It is not allowed to hang any washing, laundry or any other items on any part of the building or the common property.

## **3. Refuse Disposal**

### **3.1 Domestic Refuse:**

#### **3.1.1 The Life Right Holder of a unit shall :**

- 3.1.1.1 provide a waste receptacle for the Life Right Holder's own use if not available when occupation is taken.
- 3.1.1.2 maintain in a hygienic and in a dry condition, a receptacle for domestic refuse stemming from his/her Unit.
- 3.1.1.3 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 3.1.1.4 comply with any instructions for the collection and handling of refuse issued by the ManCom from time to time.

#### **3.1.2 ManCom shall provide each unit with one new refuse bag on a Thursday, which is the municipal collection date for our area.**

#### **3.1.3 Every Thursday morning the gardener will remove refuse bag from all receptacles and place according to municipal requirements, unless communicated alternatively.**

### **3.2 Garden Refuse:**

#### **3.2.1 Garden refuse from private garden to be placed at the located refuse area on site**

#### **3.2.2 Any garden refuse the Life Right Holder wishes to have moved from his/her unit must be placed in a suitable woven bag which the gardener can collect, clear and return when available.**

## **4. Sewerage system**

It is important to note that Royce Haven Retirement Villas has a septic tank system and due care is to be taken to ensure that no items not suitable for this system is flushed into it.

DON'T flush material that will not easily decompose, such as tissues, hair, diapers, cigarette butts, matches, wet wipes, dental floss, cotton buds, soap or feminine hygiene products.  
DON'T wash or flush medicines or hazardous chemicals like paint, paint thinner and bleach into the system. Toilets are for human waste and toilet paper only.  
DO conserve water to avoid overloading the system.

## **5. Vehicles**

- 5.1 Each unit at Royce Haven has a designated single garage for the Life Right Holder/s private use only. This garage may not be rented or assigned to any other Life Right Holder or external individual/organisation/contractor without written consent of the ManCom.
- 5.2 Each unit is permitted to have only one vehicle at the complex.
- 5.3 Should additional parking be required by the Life Right Holder a prior written request therefor must be made to the ManCom. It should be noted that Royce Haven has very limited parking space available and any request for additional parking shall not be unreasonably withheld but will be temporarily and may be subject to any such terms and conditions which the ManCom may wish to stipulate.
- 5.4 With the exception of designated areas, Life Right Holders, Visitor/s shall not park or stand nor permit or allow any vehicle or vehicles, including trailers, caravans and motor homes, upon any part of the common property without the written consent of the ManCom.
- 5.5 The ManCom may cause to be removed or towed away, at the risk and expense of the Life Right Holder or owner of such vehicle, any such vehicle parked, standing or abandoned on the common property without the written consent of the ManCom.
- 5.6 Life Right Holders of Units shall ensure that their vehicles, and the vehicles of their Visitor/s
  - 5.6.1 do not drip any fluid, including oil or brake fluid onto any part of the property, exclusive or common, or in any way deface the property;
  - 5.6.2 do not obstruct entry/parking for other Life Right Holders
- 5.7 Life Right Holders, Visitor/s shall not effect, or permit major repairs to be effected, to any vehicle on any portion of the property, exclusive or common, without the prior written consent of the ManCom.

## **6. Visitor/s**

Life Right Holder shall be allowed to accommodate a maximum of 4 (four) Visitor/s staying overnight for a period of not more than 14 (fourteen) days. If, in the opinion of the ManCom there is an attempt to abuse this concession, the ManCom is authorised to take any special decision and/or action to address the abuse. Overnight stay by Visitor/s for a period of more than 14 (fourteen) days, is regulated by a special directive attached to these House Rules. Life Right Holders are requested to familiarise themselves with this directive well in advance of the proposed visit by their Visitor/s.

## **7. Alterations/Additions/Maintenance**

- 7.1 All Life Right Holders to ensure to read, understand and comply to the South Coast Retirement Homes Maintenance Code
- 7.2 The Life Right Holder or person authorised by the ManCom may install-
  - 7.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his unit;
  - 7.2.2 or any screen or other device to prevent the entry of animals, reptiles, birds or insects; provided that the ManCom have first approved in writing the nature and design of the device and the manner of its installation.
- 7.3 Life Right Holders must take note that construction or alteration projects shall not under any circumstances be commenced without prior written consent having been obtained from the Owner AND the ManCom and, if applicable, from the local municipal authorities. Once approved, any such additions or alterations shall become the sole property of the Owner. To avoid any disputes and friction, the Life Right Holder shall first clarify any possible uncertainties which he/she may have in this regard with the Owner AND the ManCom. Reference must also be made to the Life Right Agreement. A request for alterations form can be obtained from the Chairman.

- 7.4 Minor maintenance assistance request/s can be handed to Chairman who in turn will log a call with the SCRIV maintenance team to attend to or advise accordingly.
- 7.5 The Life Right Holder of a Unit shall not mark, paint, drive nails or screws or the like into, or otherwise remove, or alter any part of the common property without first obtaining the written consent of the ManCom, including the removal or damage to gardens, any plants or any trees.

## **8. Security, External Contractors and Casual Employees**

- 8.1 Life Right Holders are responsible to ensure the safety and security of the property. Life Right Holders and their Visitor/s need to be mindful of the safety of the Life Right Holders and so endeavour to avoid consequences which might be detrimental to the interests of all the Life Right Holders. The main gate motor for Units 1 to 5 is a particularly vulnerable area as it is isolated and out of view. Persons using any of the gates at Royce Haven to please ensure that the gate to be used for entrance is visible before a remote is used to open the relevant gate and MUST wait for the gate to fully close before they leave the area.
- 8.2 To avoid any unauthorised persons from entering the property, Life Right Holders must advise the ManCom in advance of their intention to make use of the services of companies and persons whom they wish to employ. The ManCom is authorised to issue any instructions as a prerequisite to grant permission for access.
- 8.3 Each unit will be supplied with no more than two gate motor remotes for the Life Right Holders use only.
- 8.4 Gate remotes could be issued to any outside person/organisation only with the authorisation of the Chairman.
- 8.5 A list of remotes issued to be held at Royce Haven admin office.

## **9. Animals, Reptiles and Birds**

- 9.1 The Life Right Holder of a Unit shall not, without the written consent of the ManCom, which consent should not unreasonably be withheld, keep any animal, reptile or bird in a unit or on the property.
- 9.2 When granting such consent, the ManCom may prescribe any reasonable condition.
- 9.3 The ManCom may withdraw such consent in the event of any breach of any condition prescribed in terms of paragraph 9.2 in which event the Life Right Holder of the Unit shall, without delay, remove or have removed, the animal, reptile or bird in question, from the property.
- 9.4 Any consent granted will be applicable to the specific animal, reptile or bird which is the subject of the application and said consent becomes null and void upon the death or permanent removal from the premises of said specific animal, reptile or bird.
- 9.5 Nobody, including the representative of the Owner, Life Right Holders, Visitor/s, shall interfere in any way with any wild life on any part of the common property or exclusive area unless such wild life presents an immediate threat or danger to any person, animal reptile or bird.

## **10. Appearance from Outside**

The Life Right Holder, Visitor/s shall not place or do anything on any part of the property, including balconies, patios, veranda and gardens which, in the discretion of the ManCom, is aesthetically displeasing or undesirable.

## **11. Signs and Notices**

No Life Right Holder of a Unit, used for Occupational 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 of said Unit, without the written consent of the ManCom first having been obtained.

## **12. Littering**

The Life Right Holder of a Unit, Visitor/s or the Owner shall not deposit or throw nor permit any rubbish, including any building materials, dirt, cigarette butts, food scraps or any other litter whatsoever on the common property.

### **13. Storage of Inflammatory Material and Other Dangerous Acts**

Life Right Holders, Visitor/s or the Owner shall not store any material, or do or permit or allow to be done, any other dangerous act in a Unit or on the common property which may increase the rate of the premium payable on any insurance policy.

### **14. Eradication of Pests *(Refer to paragraph 4 of the Maintenance Code SCRIV)***

The Life Right Holder shall have the duty to keep his Unit free of white ants, borer and other wood destroying insects and to this end shall permit the ManCom, and its duly authorized agents or employees, to enter upon his exclusive area from time to time for the purpose of inspecting the area and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection and eradication of any such pests as may be found within the Unit, replacement of any woodwork or other material forming part of such Unit which may be damaged by any such pests shall be borne by the Owner unless it can be shown that the Life Right Holder was negligent in his duty as indicated above.

### **15. Alien Plant Material *(Refer to paragraph 4.1.4 of the Maintenance Code SCRIV)***

Nobody shall be allowed, knowingly, to bring into the property, sow or plant any plant material which is deemed to be alien in nature.

### **16. Nuisance**

- 16.1 A Life Right Holder or Occupant shall not use his Unit or Exclusive Use Area or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other Life Right Holder or Occupant or an invasion of his or their privacy.
- 16.2 A Life Right Holder or Occupant shall not make himself guilty of any conduct towards another resident which, in the discretion of the Management Committee, is of an obscene, offensive or unbecoming nature.
- 16.3 Life Right Holders and Occupants shall particularly between 23h00 and 07h00 every day and between 14h00 and 16h00 on Saturdays, Sundays and Public Holidays maintain quietness in their Sections and on the Common Property and at all other times shall limit noise to a minimum.
- 16.4 All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the Management Committee.
- 16.5 No hobbies or other activities may be conducted on the Common Property which causes a nuisance to other Life Right Holders and Occupants, including remotely controlled airplanes and drones, with or without photographic equipment.
- 16.6 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a Unit or on the Common Property.
- 16.7 No firearms, air guns or pellet guns may be discharged in a Unit or on the Common Property, except in self-defence and related purposes.
- 16.8 No hawkers, beggars or people looking for work may be allowed on the Common Property.
- 16.9 In the event of a noise or nuisance being caused in a Unit or on the Common Property, the Management Committee may:
  - 16.9.1 call on the Life Right Holder to remedy the situation, and/or
  - 16.9.2 if, relevant, and if they consider it necessary in the circumstances, request the Life Right Holder to terminate the lease agreement and to evict the tenant, and/or
  - 16.9.3 impose a penalty on the Life Right Holder of the Unit in terms of these Rules, and/or
  - 16.9.4 pursue any other appropriate legal remedy.

### **17. Procedure for lodging complaints**

- 17.1 Should a Life Right Holder or Occupant be disturbed by another Life Right Holder or Occupant or the Invitees of a Life Right Holder or Occupant, which disturbance and/or nuisance is deemed as unreasonable and/or continuous, the aggrieved party must contact the Chairman of the Management Association, to enable him to:

- 17.1.1 record the incident;
- 17.1.2 take the necessary action to ensure that the offending party immediately desists with the identified disturbance;
- 17.1.3 contact the Life Right Holder of the Unit whose Life Right Holder is creating a disturbance or nuisance; and
- 17.1.4 provide the Management Committee members with a report.

## **18. Imposition of Penalties**

- 18.1 If the conduct of a Life Right Holder or Occupant or the Invitees of an Life Right Holder or Occupant constitute/s a nuisance in the opinion of the Management Committee, or a contravention of a provision of the Act, these Rules, the Management Committee may, without prejudice of the other rights or remedies available to the Management Association:
  - 18.1.1 By written notice inform the Life Right Holder of the Unit of the nuisance or contravention and warn the Life Right Holder that if he, or the Life Right Holder fail/s to remedy the contravention and/or if he or they persist/s in such conduct or contravention, a penalty will be imposed on the Life Right Holder of the Unit; and
  - 18.1.2 If notwithstanding the 7 (seven) days' written notice given by the Management Committee in terms of sub-rule 18.1.1, the Life Right Holder or the Occupant of the Unit fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the Life Right Holder of the Unit, which notice shall state the reasons for the imposition of the penalty; or
  - 18.1.3 Summarily and without warning, by written notice impose a penalty on the Life Right Holder, which notice shall state the reasons for the imposition of the penalty.
- 18.2 The penalty imposed under sub-rule 18.1.2 or 18.1.3 above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid it may be added to the Life Right Holder's levy statement and may be recovered from the Life Right Holder of the Unit in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.
- 18.3 The Management Committee shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first successive contraventions, subject to any directions given or restrictions imposed by the members on the Management Committee at a general meeting.
- 18.4 A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the Life Right Holder shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 18.5 A Life Right Holder may within 30 (thirty) days of the date of the written notice in terms of sub-rule 18.1.2 or 18.1.3, submit an objection, with a motivation, against the penalty imposed, to the Management Committee.
- 18.6 Upon receipt of the objection, the Management Committee may:
  - 18.6.1 Withdraw or reduce the penalty; or
  - 18.6.2 Schedule a Management Committee meeting (hearing) for the purpose of considering the objection and invite the Life Right Holder to attend the meeting, and/or to be represented at the meeting.
- 18.7 At the meeting (hearing) referred to in sub-rule 18.6.2 above, the Life Right Holder and/or his representative shall have the right to:
  - 18.7.1 Present his case;
  - 18.7.2 Present any evidence, including the calling of witnesses, to substantiate his case;
  - 18.7.3 Cross-examine any person called as witness in support of the charge;
  - 18.7.4 Have access to documents produced in evidence; and
  - 18.7.5 Produce mitigating factors.





## ACCEPTANCE OF ROYCE HAVEN'S HOUSE RULES

### SIGNATURES OF THE ROYCE HAVEN RETIREMENT VILLAS' HOUSE RULES

I/we ..... & ..... have fully informed myself/ourselves of the contents of the said House Rules by reading and accepting it before signing below.

The parties having agreed to the abovementioned Rules hereby reduce their agreement to signature hereof:

Signed at ..... On this ..... Day of ..... 202....

#### As Witnesses:

1. ....

.....

2. ....

The Life Right Holder / External Party

1. ....

.....

2. ....

The Life Right Holder's / External Party's Spouse