

M O N T E C H R I S T O
R E T I R E M E N T V I L L A G E

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Monte Christo Retirement Village

CONDUCT RULES

1 March 2019

1. PURPOSE

These Rules are intended to promote the efficient administration and control of the village and the pleasant, orderly and harmonious living environment for the mutual benefit and advantage of all Residents.

2. MOTOR VEHICLES

- 2.1. Owners and occupiers shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid excessively on to the Common Property or in any way deface the Common Property.
- 2.2. No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, or Private Garden Area.
- 2.3. Vehicles may only be washed at such places as not to cause a disturbance or nuisance to other Residents.
- 2.4. The sounding of hooters within the precincts of the Village, except in the interests of safety, is not permitted.

3. CYCLES

Bicycles, tricycles, roller skates, skate boards and sporting equipment such as wind- surfers, surfboards, etc, may not be left on any portion of the Common Property. If such items are left on any external portion of the unit, they should not be visible to other residents.

4. SPEED LIMIT ON ROADWAYS

- 4.1. In the interests of safety and out of consideration for others, a speed limit of 20kph should at all times be strictly observed by residents, their visitors and any other person using any Village roadway.

5. PARKING

As all Residents must at all times have access to their garages, it is of paramount importance that the parking rules are obeyed.

- 5.1. Parking is subject to the condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Association, for any loss or damage which the owner may suffer in consequence of his vehicle having been parked on the property.

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- 5.2. No Owner or Occupier shall park or stand, on a long-term basis, any vehicle upon the Common Property, unless the written approval of the Trustees has been given
- 5.3. Visitor's vehicles should preferably be parked in garage driveways or on other non-roadway asphalted or paved areas or, where that is not possible, in the visitors parking area.
- 5.4. It is the responsibility at all times for Owners leaving their unit to ensure that the way is clear and to exit or enter with due regard to other people's property even if it is temporarily blocking their access/exit.
- 5.5. Garage doors must be kept closed at all times except when residents are personally present in the garage.

6. ANIMALS AND OTHER PETS

- 6.1. Subject to the rules set out herein and to such revision thereof or additional conditions as the Trustees may from time to time prescribe, Owners or Occupiers may keep the pet/s referred to below:
- 6.2. As a general rule, pets shall be controlled, by their Owners, to ensure that they, in no way, constitute a nuisance to other Residents.
- 6.3. No Owner or Occupier taking up residence in the Village for the first time shall be permitted to keep more than two domestic pets. When original pets die they may only be replaced with one pet.
- 6.4. Pets will only be allowed in De Caravel building with prior permission of the trustees.
- 6.5. Owners who have dogs shall have constructed, to the design criteria approved by the Trustees, a suitable enclosure attached to their unit of a sufficient size to allow their pets some freedom.
- 6.6. It shall be the responsibility of the Owner to clear up any fouling including in the Owner's garden.
- 6.7. Pets are to be kept in the immediate area of their Owner's unit and must not cause a nuisance to other Residents.
- 6.8. All dogs are to be on a leash on the Common Property of Monte Christo Retirement Village.

7. REFUSE DISPOSAL

- 7.1. All household and garden refuse must be placed in a black plastic refuse bag for collection by the Village staff at the place/s and on the day/s stipulated by the Administrator.
- 7.2. No refuse of any sort may be dumped on the Common Property, other than as provided for in terms of above, or outside the immediate boundaries of the Village.
- 7.3. Residents are requested not to pour oils or fats down sinks or drains as these cause serious damage to the sewerage system.

8. DAMAGE TO COMMON PROPERTY; ALTERATIONS OR ADDITIONS: VILLAGE DESIGN CRITERIA

- 8.1. No owner or occupier of a unit shall mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property or exclusive use areas without first having obtained the written consent of the Trustees.
- 8.2. Notwithstanding the rule above, an Owner or person authorized by the Owner may install:
 - 8.2.1. any locking device, safety gate, burglar bars or other safety device for the protection of his unit; or
 - 8.2.2. any screen or other device to prevent the entry of animals or insects, or
 - 8.2.3. a canopy or other form of protection against the weather;

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

- 8.3. Awnings must be of a design approved by the Trustees
- 8.4. Roof coverings for house extensions are to be of the same type as the main building
- 8.5. Fences, if applied for and approved, will be subject to the same criteria as in Rule 8.2
- 8.6. Additional pergolas are to conform to the design of existing pergolas (if any).
- 8.7. Where extra driveways are requested such driveways must conform to the existing designs and be brick paving, tarmac or other material approved by the Trustees.
- 8.8. Solar panels will be permitted provided they are positioned flat on the roof tiles and have no exterior hot water tank.
- 8.9. Flagpoles will not be permitted.
- 8.10. All intended additions and/or alterations shall be applied for in writing, and shall be consistent with the design and finish of the dwellings in the Village where appropriate.
- 8.11. In considering any request for alterations the Trustees will take account of the effect of such alteration may have on the views of other property owners and may seek the written comments from any owners who the trustees may think may be affected.
- 8.12. Requests for consent shall be made in writing, to the Trustees and shall be accompanied by scale plans and specifications showing the extent, nature, height, material, colour and location of the proposal in relation to the existing structure.
- 8.13. Notwithstanding any approval granted by the Trustees, no alteration or addition may be executed until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the Owner concerned to obtain the necessary permits and approvals.
- 8.14. Owners will not permit any contractors employed by them to obstruct or damage the Common Property nor to unduly inconvenience other Residents.
- 8.15. The owner shall be responsible for any costs involved in removing materials of waste, scaffolding, etc left behind by the contractor. The Administrator is to be informed of any contractors entering the Village.
- 8.16. Approval of any additional item such as a sun-room or fences will be subject to the Owner's acceptance of the responsibility for the cost of any maintenance.

9. EXTERIOR OF UNITS

- 9.1. The Owner or Occupier of a unit shall not place or do anything on any part of the Property, including patios, yard areas and gardens that, in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the property.
- 9.2. No part of the Property may be painted or otherwise treated unless specifically authorised in writing by the Trustees who may stipulate conditions regarding the manner or nature of the work to be done.
- 9.3. The hanging of carpets or washing where these are visible from the outside is not permitted.

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10. SIGNS, NOTICES AND ADVERTISEMENTS

- 10.1. No Owner or Occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or in his or her unit, which may be visible from the outside, without the written consent of the Trustees first having been obtained.
- 10.2. In the interests of security and to ensure that only bona fide guests of and visitors to Residents enter the Village or make use of the facilities that are Common Property, no Owner or Occupier of a unit shall advertise or give notice of any activity within the Village, by way of radio, advertisements or notices in any newspaper or publication or on any notice board or other place outside the Village.
- 10.3. This does not apply to advertisements or notices displayed in other Retirement Villages where reciprocal arrangements are in force or to meetings of Health Support Groups, provided that such advertisements or notices be approved by the Trustees.
- 10.4. No advertisements or publicity material may be distributed or exhibited without the approval of the Administrator and Trustees. A notice board is provided in the Village Club House where notices or publicity material, if acceptable, may be displayed.

11. LITTERING

An Owner or Occupier of a unit 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 other litter of any description.

12. STORAGE OF INFLAMMABLE MATERIAL OR DANGEROUS SUBSTANCES

An Owner or Occupier shall be responsible for the safe storage of any inflammable material or dangerous substance on his property and should any negligence in this respect cause damage to any property or goods, the Owner or Occupier will be held personally responsible for such losses or damages arising therefrom. The disposal of medical waste in domestic refuse is not permitted.

13. LETTING OF UNITS

Subject to the consent of the Administrator, all tenants of units and other persons granted rights of occupancy by any Owner of the relevant units are obliged to comply with these rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

14. ERADICATION OF PESTS

- 14.1. An Owner shall keep his property free of destructive insects or pests and where necessary shall secure the services of a specialist company, to enter upon his or her property for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such insects or pests. The costs of the inspection, eradication of any such pests as may be found within the property, replacement of any woodwork or other material forming part of such unit which may be damaged by any such insects or pests shall be borne by the owner of the property concerned.

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15. COMMON PROPERTY GARDENS

- 15.1. The Common Property generally is controlled and cared for by the Administrator in the interests of all Residents.
- 15.2. The cost of repairing any damage caused to the Common Property by any Resident, his family, his visitors, servant or pets shall be for the Resident's account.
- 15.3. The picking of any plant material from the Common Property gardens or the vandalising of any plant or part of such Common Property is prohibited.
- 15.4. Some Residents may wish to look after a small part of the gardens and may do so, subject to any conditions the Administrator and Trustees may deem necessary to impose. Careful consideration should be given to plantings to ensure they do not cause damage to drains, underground cables, foundations and so on, and do not require excessive quantities of water
- 15.5. Such approval may, at the discretion of the Trustees or Administrator, be withdrawn at any time, or the conditions relating to such approval may be revised from time to time.

16. HOBBIES AND OTHER ACTIVITIES

- 16.1. Hobbies and activities that create excessive noise and cause a nuisance to other Residents are not permitted.
- 16.2. The Trustees reserve the right to restrict the hours during which certain activities may be undertaken.

17. NON-RESIDENTIAL ACTIVITIES

- 17.1. No units may be used for any purpose other than as a residence, such as a business, trade, or profession unless authorised in writing by the Trustees. Neither may any part of the Common Property, including the Club House Property, be used for any such purposes, or the holding of auctions, jumble sales or other such purposes without the prior written consent of the Trustees.

18. MAINTENANCE

Occupants are responsible for the maintenance of all sanitary and plumbing (including the removal of blockages from drain pipes) and electrical installations in their units.

19. VISITORS AND CHILDREN

- 19.1. Only Owners and Occupiers and their bona fide visitors may reside in the Village and only then in numbers that do not exceed the designed limit, based on the number of bedrooms. Visitors should only reside for periods not exceeding the limits of reasonableness.
- 19.2. Residents must ensure that children who are visiting them are properly supervised so that no damage is caused and no nuisance is caused to other Residents.

20. ABSENCE FROM UNIT FOR EXTENDED PERIODS

Owners or Occupiers must notify the Village Administrator if they are to be absent from their unit for any period (even if just overnight).

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21. KEYS TO UNITS

Owners or Occupiers must provide keys to a door and/ or gate to the Administrator to ensure that Health Care staff are able to gain entrance to the unit in an emergency.