

Kidbrooke Place

RETIREMENT VILLAGE



CONDUCT RULES

JULY 2026

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1. OVERVIEW

- 1.1. It is of vital importance for a basic understanding of the operation of the Village that every Resident and Homeowner is thoroughly familiar with all the information contained herein.
- 1.2. The purpose of these conduct rules is to highlight the conduct obligations of Residents within Kidbrooke Place.
- 1.3. These rules must be read by every Resident and Homeowner and will assist in a fuller appreciation and understanding of living within the Kidbrooke Place community.
- 1.4. Residents and Homeowners must comply with the contents of these rules in their entirety.
- 1.5. It is the responsibility of Residents and Homeowners to ensure that family members, tenants and guests are familiar with these Rules and understand that they are required to adhere to them while within the Village.
- 1.6. For Residents, these Rules form part of and should be read in conjunction with the Resident's Life Right Memorandum of Agreement and may be amended from time to time.
- 1.7. Management reserves the right to take such action as may be required to enforce compliance with these Rules by Residents and Homeowners.

2. INTERPRETATION

In the interpretation of these Conduct Rules, unless the context indicates otherwise:

- 2.1. "Common Property" means the Kidbrooke Place land to which the Housing Development Schemes for Retired Persons Act 65 of 1988 relates, together with all buildings, permanent structures and works erected on or installed upon such land ('Common Buildings'), but excluding any building or part of a building or land set aside for exclusive occupation by a Resident or Homeowner.
- 2.2. "Cottage" means a Cottage allocated to a Resident in terms of a Life Right Memorandum of Agreement.
- 2.3. "Freehold Property" means a property owned by a Homeowner at Kidbrooke Place.
- 2.4. "Home-based Care" means home-based care services provided by The Hudd Trust or private carers.
- 2.5. "Homeowner" means an owner of a freehold property located within the Kidbrooke Place grounds and who is governed both by the rules of the KHOA constitution, and these Conduct Rules.
- 2.6. "KHOA" means the Kidbrooke Homeowners Association.
- 2.7. "KHOAC" means the Kidbrooke Homeowners Association Committee, as elected by the Homeowners.
- 2.8. "Kidbrooke Place" means Kidbrooke Place Retirement Village.
- 2.9. "Management" means the Management team as appointed by the Hudd Trust and represented by the Village Manager.

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- 2.10. "RAC" means the Residents Advisory Committee as elected by the Residents.
- 2.11. "Resident" means the occupant or occupants referred to in the Life Right Memorandum of Agreement, entered into between the Life Right Holder and The Trust and includes joint occupants and partners, as well as any tenants. It includes Wellness Hub residents, but excludes the Homeowners as defined above, their partners, families and tenants.
- 2.12. "Rules" means the Conduct Rules as outlined in this document.
- 2.13. "The Trustees" means the appointed Trustees of the Hudd Trust.
- 2.14. "The Trust" means The Hudd Trust.
- 2.15. "Village" means Kidbrooke Place Retirement Village.
- 2.16. Words in the singular include the plural and vice versa, and gendered terms include all genders.

3. COMMUNITY LIVING

- 3.1. The Residents and Homeowners who live in the Village live in a community bound by common social, shared interests and collective well-being, rather than merely residing in the same area.
- 3.2. Good neighbourliness and co-operation are key to the enjoyment of Village living and thrive when the values of social interdependence are recognised and respected.

4. RESIDENTS/OCCUPANTS

- 4.1. Overcrowding of dwelling units in any form is not permitted.
- 4.2. Occupation is restricted to two persons per Cottage, regardless of Cottage size, with the exception of the Homeowners' properties.
- 4.3. Residents, Homeowners and other occupants may not reside at Kidbrooke Place unless they are sixty years of age or older.

5. SAFETY & READINESS

5.1. Fire

- 5.1.1. We live in a very sensitive and high fire risk environment. NO open fires are permitted, except when using safe braai facilities/equipment (e.g. a gas weber or at the clubhouse).
- 5.1.2. All fires must be properly extinguished after use and may not be left unattended.
- 5.1.3. If a Resident/Homeowner discovers a fire, either in their home or in the Village or on the mountainside:
 - 5.1.3.1. First ensure that they are safe;
 - 5.1.3.2. Press the emergency button on the AidCall device in the Cottage/Freehold Property.
 - 5.1.3.3. Call the fire department as soon as possible.
 - 5.1.3.4. If possible, inform the relevant fire warden.

5.2. Emergency Readiness

- 5.2.1. Emergency preparedness plans that have been developed by The Trust, and which include fire and evacuation drills, are to be adhered to by all Residents and Homeowners.
- 5.2.2. Residents and Homeowners are required to ensure that their families and visitors are aware of the Emergency preparedness plans of the Village.
- 5.2.3. The doors of certain Cottages are fitted with thumb locks so that access can be gained in case of emergencies. Please ensure that these doors are not bolted in any way.
- 5.2.4. Spare keys are stored at the Wellness Hub's duty office in case of emergencies.

6. SECURITY & ENTRANCE GATE ACCESS

- 6.1. Security is outsourced and service providers control access to the Village 24 hours per day, as well as carrying out night patrols around the property.
- 6.2. All Residents' and Homeowners' private staff and contractors must be correctly registered at the clubhouse reception prior to commencement of duties.
- 6.3. A security (QR) card will be issued to the private staff person or contractor which must be kept on that person at all times. Access will be denied at the entrance gate if such a person or contractor is not registered. Reception must be advised of any changes to private or contracted staff. Please refrain from driving unregistered private staff into Kidbrooke.
- 6.4. Lost or stolen cards must be reported to reception so that access for those cards can be blocked on the system.
- 6.5. All members of a contractor's team are required to be identifiable by way of the uniforms that they wear.
- 6.6. Domestic staff may not be accommodated overnight in the Cottages or Freehold Properties; only carers will be granted permission (with written authority from the Care Manager), together with the relevant indemnity in place.
- 6.7. Residents' and Homeowners' motor vehicles must display the Kidbrooke access permit on the passenger windscreen. This permit must be returned to the office when a vehicle is sold or when a Resident/Homeowner leaves the Village permanently. Up to two access discs per Cottage for Residents' and Homeowners' own vehicles are permitted.
- 6.8. Family members and friends of Residents and Homeowners are not permitted to have a separate Kidbrooke access permit. Temporary visitor QR cards can be created at the office for short-term visitors.
- 6.9. All vehicles, visitors, private staff and contractors must comply with the access scanning system at the gate.
- 6.10. No hawkers, canvassers or agents will be permitted in the Village. Residents and Homeowners are requested not to engage with such persons and must report any such

activity to security or reception immediately.

- 6.11. For additional safety and security measures, various areas of the Common Property and Wellness Hub are covered by CCTV ('Closed-Circuit Television'), the record of which is kept strictly confidential and in terms of The Hudd Trust's CCTV policies, as updated from time to time.

7. FIREARMS & OTHER WEAPONS

- 7.1. Firearms and other weapons are strongly discouraged in the Village.
- 7.2. Firearms must be declared to Management and Residents and Homeowners are strongly urged to dispose of these if unfamiliar with their use. The Trust will not be held responsible for the safekeeping of firearms. Firearms must be declared on the Resident's and Homeowner's personal details form when they move in and are to be registered with the Manager using the firearm registration form supplied by the Trust before being brought into the Village.
- 7.3. No firearms, pellet guns, air guns, catapults, paint-ball guns or other weapons may be discharged within the Village, except under circumstances which would reasonably justify the use of a weapon for self-defence purposes.
- 7.4. A certified copy of the certificate as provided by the South African Police Service after inspection of the firearm safe is to be lodged with the Manager before the firearm is brought into the Village.

8. NOTICE OF ABSENCE FROM THE VILLAGE / OUT OF COTTAGE

- 8.1. In the interest of safety, Residents and Homeowners must notify the Administration Office when planning to be away from the Village for longer than 72 hours and are required to complete the relevant form, available at the reception counter in the clubhouse.
- 8.2. Importantly, when away, ensure that the green "away" button is pressed on the AidCall device, so as to temporarily cancel the check-in service.

9. VEHICLES & PARKING

Kidbrooke wishes to ensure the safe and orderly use of vehicles within the Village. This applies to everyone using the Village's roads and parking facilities. Everyone is required to adhere to the guidelines outlined below:

- 9.1. The speed limit in the Village is **30 kph**.
- 9.2. Vehicles may not be parked on the common lawns or in areas that may obstruct the free movement of other vehicles.
- 9.3. Repairs to vehicles may not take place on Common Property.
- 9.4. Traffic regulations, signage and road markings must be adhered to at all times.
- 9.5. Vehicles parking or entering the Village are subject to the express condition that they are parked at the owner's risk and responsibility and that no liability shall attach to the Trustees or its agents or any of their employees for any loss or damage of whatever

nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the Common Property.

- 9.6. No motor vehicle may be driven on the Common Property by any person who does not possess a valid driver's license.
- 9.7. Caravans, trailers and boats of any sort are not permitted to be parked in Kidbrooke Place.
- 9.8. Vehicles of family members are not permitted to be parked on Common Property (including public parking spaces), unless prior written permission is granted by the village manager.

10. VISITORS & CHILDREN OF RESIDENTS & HOMEOWNERS

- 10.1. Family members and friends are encouraged to visit Kidbrooke Place and may reside in the Cottages and Freehold Properties for short periods, but only while the relevant Resident(s) and Homeowner(s) is(are) present.
- 10.2. Written consent from the Village Manager will be required for any family member or visitor to occupy a dwelling unit for any period longer than one month.
- 10.3. Regarding Residents, as per the Life Right memorandum of agreement, visitors and private staff are not permitted to reside in Cottages unless the Residents are present. In exceptional circumstances, and upon prior written application, the Village Manager may waive this requirement.
- 10.4. The Residents and Homeowners are responsible at all times for the conduct of their visitors and must ensure that their visitors adhere to all Village rules.
- 10.5. All visitors must complete the Kidbrooke Place indemnity form (available at reception) on entering the premises.
- 10.6. Children must be supervised by a responsible adult at all times. Playing on the Common Property roads and areas is discouraged (e.g. scooters, roller blades, bicycles).
- 10.7. Visitors and children using Common Property facilities (e.g. swimming pool, library) are required to observe the rules as displayed at these facilities. Use of the gymnasium is strictly for Residents only.
- 10.8. Residents and Homeowners are responsible for the behaviour of their children and guests and are liable for any damage caused by them.

11. TENANTS/LETTING OF COTTAGES (RESIDENTS ONLY)

- 11.1. Residents are discouraged from renting out their Cottages.
- 11.2. Residents who are permitted in terms of their life right agreements to sub-let their Cottages, must make use of the latest agreement of lease template, as issued by Kidbrooke Place (available at reception).
- 11.3. The Residents must ensure that their tenants comply with the terms of the Life Right Agreement, as well as adhering to the rules and regulations applicable to Residents, as laid out in this handbook.

12. NOISE

- 12.1. No music or sound of any form or nature is permitted to be played or sounded so as to be audible to adjoining neighbours or around the Common Property.
- 12.2. Everyone residing in the Village must show every consideration at all times towards others and not create noise, especially before 08:00, between 14:00 to 16:00 and after 20:00.
- 12.3. No fireworks or items of similar nature may be used within the Village.

13. DOMESTIC PETS

Pets are encouraged as they often contribute to the physical, emotional, mental and social health of those who care for them.

Kidbrooke wishes to establish clear guidelines for the keeping of pets at Kidbrooke Place, ensuring a harmonious and healthy environment for both Residents/Homeowners and pets in our Village subject to compliance with the following rules:

- 13.1. At no time may a pet be a nuisance to any Resident or Homeowner in the Village. This includes instances of excessive noisiness (e.g. barking, meowing), aggressive behaviour and trespassing.
- 13.2. The pet owner is fully responsible for the behaviour of his/her pet and is required to take corrective action if any issues arise.
- 13.3. Pets are allowed into the Village at the sole discretion of the Hudd Trust. Permission must be sought by potential Residents and Homeowners prior to relocating to Kidbrooke. Established Residents and Homeowners must obtain written permission from the Village Manager before acquiring a new pet.
- 13.4. Residents and Homeowners granted permission to keep pets are required to complete a pet registration form for each pet either on entry into the Village or on acquiring a new pet. Residents and Homeowners are also responsible for keeping the details on the registration form up to date.
- 13.5. Only domesticated household pets will be allowed in the Village. No exotic pets, reptiles or domesticated wild animals will be allowed.
- 13.6. Consideration for dogs will focus on breed type, temperament, and manageability rather than solely on a specific size or weight.
- 13.7. Upon taking up residence in Kidbrooke Place, a maximum of two pets per household is permitted; thereafter a maximum of one pet will be allowed, which may be replaced.
- 13.8. A suitable enclosure must be erected around Cottage or Freehold Property to confine dogs to the immediate area. This enclosure must comply with the alterations policy of the Hudd Trust (see paragraphs 20.2 and 20.3 below). When outside such an enclosure, dogs must be on a leash at all times and under the owner's control. Pets are to be kept in their respective Cottages and Freehold Properties at night in order to minimise disturbance to other Residents and Homeowners.
- 13.9. Except for Service Dogs, no pet is allowed in a Common Property area or office building, except with the consent of a member of Management.

- 13.10. All pet excrement is to be cleaned up immediately and disposed of hygienically by the owner. Bins are located throughout the Village for this purpose.
- 13.11. All cats and dogs must be spayed/neutered, appropriately vaccinated and registered at a veterinary practice.
- 13.12. Cats and dogs must have a tag on their collars giving the name and address and/or telephone number of the owner. Cats must have a bell attached to their collar for safety and to help alert other animals and Residents of their presence. Cats are required to be kept indoors at night.
- 13.13. Deceased pets are not permitted to be buried within the Village grounds. The Resident/Homeowner is responsible for arranging for the removal or appropriate disposal of the deceased pet.
- 13.14. Should a Resident/Homeowner be unable or unwilling to take care of his/her pet, the next of kin will be notified before relocation of the pet is arranged. All costs incurred in the treatment or removal of a pet are to be covered by the owner.
- 13.15. If a pet's behaviour is not remedied, permission to keep the pet may be revoked. The Resident/Homeowner will then be required to remove the pet from the Village.
- 13.16. Visitors' pets: except for assistance dogs, visitors are not permitted to bring pets into Kidbrooke Place. This applies to all guests and family members visiting Residents or Homeowners.
- 13.17. Dog walkers employed by Residents or Homeowners are also required to adhere to all these rules, including their personal security access into Kidbrooke Place.
- 13.18. Food may not be left outside where it may attract other animals. Feeding or caring for stray or wild animals is prohibited. Injured or stray animals should be reported to Management or local animal control authority for removal.

14. FAUNA & PESTS

14.1. Feeding

- 14.1.1. Feeding of wildlife, including bird feeders, is not permitted at Kidbrooke, as this not only encourages problematic wildlife such as the Egyptian Geese, but also other animals such as rats and other vermin, which then further attract snakes and other undesirable creatures.

14.2. Eradication of Pests

- 14.2.1. Residents and Homeowners are required to keep their Cottages and Freehold Properties free of pests (e.g. rodents, white ants, borer and other wood destroying insects).
- 14.2.2. Regarding the Cottages, Management or their duly authorised agents or employees are permitted to enter Cottages from time to time for the purpose of inspecting the property and taking such action as may be reasonably necessary to eradicate any such pests.
- 14.2.3. The costs of inspection, eradicating any such pests as may be found within the property, replacement of any woodwork or other material forming part of such property which may be damaged by any such

pests shall be borne by the Resident or Homeowner concerned.

15. EXTERNAL APPEARANCE, SIGNS & NOTICES

15.1. Architectural & Landscaping Guidelines

- 15.1.1. The latest architectural design and landscaping guidelines, as published by the Trustees from time to time and available from Management on request, are to be adhered to by all Residents and Homeowners.
- 15.1.2. It is the responsibility of all Residents and Homeowners to read, understand and adhere to these Guidelines.
- 15.1.3. No decorations may be placed or attached to the exterior of a Cottage, nor may the exterior of a Cottage be painted or otherwise treated in such a way which, in Management's opinion, is aesthetically displeasing or undesirable when viewed from outside the building, unless specifically authorised or requested by Management.
- 15.1.4. Regarding the Cottages, but excluding the Freehold Properties, the prior written consent of Management must be obtained to:
 - 15.1.4.1 Install awnings, canopies or other exterior coverings or similar improvements.
 - 15.1.4.2 Install any locking device, safety gate, burglar bars or other safety devices for the protection of the property.
 - 15.1.4.3 Install a screen or other device to prevent the entry of animals, insects, etc.
 - 15.1.4.4 Make any structural, decorative or other alteration or addition to a dwelling unit externally or internally to the extent that it can be seen externally.
- 15.1.5. Regarding the Freehold Properties, the prior written consent of Management must be obtained to make any structural, decorative or other alteration or addition to a dwelling unit externally or internally to the extent that it can be seen externally.

15.2. Signs & Notices

- 15.2.1. One of the many attractive features of Kidbrooke Place is its aesthetically pleasing environment: grounds, gardens – and buildings. Therefore:
 - 15.2.1.1. Signs and notices are not permitted to be displayed on a Cottage or Freehold Property or anywhere on the Common Property without the prior consent of Management.
 - 15.2.1.2. This includes any advertisement, name or lettering of any unsightly size, colour or character or, in the opinion of Management, is aesthetically displeasing.

16. GARDENS

- 16.1. Kidbrooke Place is exceptionally proud of its grounds and gardens, built over many years of vision, dedication and hard work and will make every effort to retain this

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beauty for many years to come, for the enjoyment of all who live and visit here.

- 16.2. All the Common Property lawns and garden areas are maintained by Kidbrooke Place. Residents and Homeowners may assist in maintaining, adding to or removing plants and trees from the Common Property gardens, but only with the prior consent of Management.
- 16.3. Any Resident wishing to establish a private garden is welcome to do so, but is required to comply with both the Architectural and Landscaping Guidelines (published separately) and the Garden Policy as detailed below. This Garden Policy is not intended to inhibit individuality.
- 16.4. In its Garden Policy, Kidbrooke seeks to:
 - 16.4.1. Provide guidelines for all Residents wanting to create their own private gardens, in order to maintain a high standard of garden aesthetics within the Village;
 - 16.4.2. Ensure that personal gardening initiatives positively impact the enjoyment and convenience of other Residents at Kidbrooke; and
 - 16.4.3. Regulate the use of gardens in and around Common Areas, as these must be accessible to all Residents and Homeowners.
 - 16.4.4. Requests for private gardens must be submitted to Management, detailing size, nature, and proximity to the Cottage.
 - 16.4.5. The initial cost of establishing a private garden and any consequential costs are to be borne by the Resident/Homeowner concerned.
 - 16.4.6. The Resident/Homeowner must accept full responsibility for the proper maintenance of his/her private garden (e.g. watering, mulching, weeding, trimming). The services of Kidbrooke staff are not to be used for this purpose. Kidbrooke's garden services team will mow and trim the edges of private gardens where necessary.
 - 16.4.7. Management reserves the right to withdraw approval at any time should a private garden become unsightly or unkempt or in any way causes a nuisance or hindrance to other Residents or becomes undesirable for any other reason.
 - 16.4.8. No part of the Common Property gardens which are maintained by a Resident will be regarded as his/her exclusive area. Fencing can only be erected with the prior written permission of Management (height and style to be approved).
 - 16.4.9. Trees may not be planted or removed, nor new flower beds created without prior written permission.
 - 16.4.10. Prohibited trees, plants and shrubs, non-endemic to the Overberg, are not to be planted. (See detailed list in the separate 'Landscaping Guidelines' document.)
 - 16.4.11. Pot plants and/or garden decor is required to be of a neutral colour and inconspicuous to neighbours.
- 16.5. Garden Services
 - 16.5.1. Common services include mowing lawns, trimming edges, weeding common flower beds & driveways and removing dead plants and debris, from the common grounds.

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- 16.5.2. Residents and Homeowners must not instruct and/or interfere with the daily routines of the gardeners. If a Resident/Homeowner requires special attention or is not happy with the service, requests should be directed to the Operations Team.

16.6. Watering

- 16.6.1. The green outdoor taps supply non-potable water and are for scheduled irrigation use only.
- 16.6.2. Kidbrooke Place is established in an area that is prone to water shortages. Residents and Homeowners must adhere to the Village watering schedule released each month, detailing which wards are permitted to water their gardens on which days and at what times.
- 16.6.3. Due to varying circumstances, Management may from time to time impose or change the rules relative to Garden watering.
- 16.6.4. Summer and Winter Rules do differ. This will be communicated to all Residents and Homeowners when necessary.

16.7. Use of Kidbrooke Staff/Agents

- 16.7.1. The service providers in the employ of Kidbrooke Place may not undertake private work for any Resident or Homeowner, unless specifically authorised by Management to do so.

17. REFUSE DISPOSAL

The disposal of refuse is to be handled with consideration for other Residents and Homeowners within the Village. There is to be no littering on the Common Property (rubbish, food scraps etc).

17.1. Domestic refuse

- 17.1.1. Currently collected on Mondays and the bags must be put out on the roadsides by 08h00.
- 17.1.2. Residents and Homeowners are required to put all such refuse into “black” bags and to ensure that the bags are securely wrapped.
- 17.1.3. Refuse in “shopping bags” will not be collected.

17.2. Recyclable refuse (e.g. paper, tins, bottles and plastic)

- 17.2.1. Also collected on Mondays and the bags must also be put out on the roadsides by 08h00.
- 17.2.2. Residents and Homeowners are required to use the clear plastic bags as issued by the Overstrand Municipality and not Kidbrooke Place.

17.3. Garden Waste:

- 17.3.1. Garden refuse will be collected once a week by the Kidbrooke garden team on Friday mornings when placed out before 08h00.

- 17.3.2. Garden refuse must be placed in “green” bags (only one bag per Cottage/Freehold Property) and ensure that there is only garden refuse (plant material) in these bags.
 - 17.3.3. Each Cottage/Freehold Property is allowed one green bag for disposal, in accordance with municipal regulations.
 - 17.3.4. Should a Cottage/Freehold Property have more than one refuse bag, then the Resident/Homeowner is required to take it themselves to the Overstrand transfer station.
- 17.4. Broken glass or similar sharp materials must please be discarded properly for the safety of Kidbrooke staff handling it.
- 17.5. Refuse may not be left outside the Cottages or Freehold Properties, except on the prescribed dates of collection. Refuse may not be left out overnight unless a general arrangement is made with Management from time to time to facilitate logistical challenges.
- 17.6. If Refuse days fall on a public holiday, collection day and time will be communicated beforehand.

18. LAUNDRY

- 18.1. The drying or airing of washing or any other articles (e.g. carpets) is only permitted in the yards of the Cottages and is not to be directly visible to neighbours and passers-by.

19. MAINTENANCE

19.1. Maintenance Requests (Cottages Only)

- 19.1.1. All requests pertaining to maintenance must be logged as follows:
- 19.1.1.1. In the Maintenance logbook at Reception; or
 - 19.1.1.2. Via email (maintenance@kidbrooke.co.za); or
 - 19.1.1.3. Via WhatsApp (067 360 9875).

19.2. Internal Alterations & Maintenance (Cottages Only)

- 19.2.1. This is the responsibility of the Residents and for their own cost.
- 19.2.2. All internal building alterations are to be approved by Management.
- 19.2.3. An approved plan is to be submitted prior to commencement of any construction.
- 19.2.4. All proposed alterations are to be aligned with and reference to the latest architectural guidelines as published by the Trustees from time to time.
- 19.2.5. Kidbrooke’s maintenance staff will be available to offer guidance to Residents.

19.3. External Alterations (Cottages Only)

- 19.3.1. External maintenance ([i.e.](#) on the outside of all Cottages) is at the sole

discretion of The Hudd Trust.

19.3.2. All external building alterations are to be approved by the Trustees.

19.3.3. An approved plan is to be submitted prior to commencement of construction.

19.3.4. All proposed alterations are to be aligned with and reference to the latest architectural guidelines as published by the Trustees from time to time.

19.4. External Alterations (Freehold Properties)

19.4.1. External maintenance and alterations (i.e. on the outside of all Freehold Properties) require prior written consent from Management.

19.5. Contractors

19.5.1. Residents and Homeowners are requested to ensure that they properly research and review any private contractors that they wish to employ.

19.5.2. As per paragraph 6 above, all contractors must be properly registered at clubhouse reception prior to entering the Village.

19.5.3. The Resident/Homeowner is responsible for and will be held accountable for the actions of their contractors appointed while on site.

19.5.4. Smoking is not permitted in any of the common buildings within the development. (This applies to all staff, contractors, Residents and Homeowners alike.)

19.5.5. Contractors are to use the Common Property pathways and streets at all times and not to take shortcuts across lawns or gardens.

19.5.6. All rubble and refuse, including packaging material, is to be dumped on plastic sheeting and not on the lawns or gardens and removed from the premises at regular intervals.

19.5.7. Contractors are not permitted to wander around the Village and are to remain at the site where they are employed.

19.5.8. All regulatory safety requirements are to be adhered to on site to ensure the safety of residents and visitors.

19.5.9. Building operations are to be conducted during standard working hours, which are Monday-Friday between 08:00 and 17:00.

20. AERIALS, DISHES & AIRCONDITIONING UNITS

20.1. These are the responsibility of the Resident/Homeowner and for their own account.

20.2. Cabling must be kept out of sight of neighbours and passers-by.

20.3. Kidbrooke Place DSTV packages are available. (Please enquire at the Kidbrooke Admin Office.)

20.4. Residential DSTV Packages must be cancelled **one** month in advance, before joining the Kidbrooke Business package.

20.5. In regard to the Cottages, applications for installing aerials and dishes in all instances

must be submitted to Management for approval. (Application forms can be obtained from the administration office.)

- 20.6. In regard to the Cottages, air-conditioning units may only be installed with the prior written permission of Management.

21. ELECTRICITY

- 21.1. Each Cottage has either its own separate Eskom account or Eskom prepaid electricity meter.
- 21.2. Residents are responsible for purchasing their own prepaid vouchers/tokens and inserting them into their prepaid meters.
- 21.3. Eskom is responsible for any prepaid meter issues or faults. Any queries in this regard need to be made to Eskom directly. All electricity consumed on the Common Property is paid for by Kidbrooke Place.
- 21.4. Prepaid Electricity Meters:
- 21.4.1. To be recharged on or before a Thursday of any week in the month.
 - 21.4.2. Residents are advised to buy their prepaid electricity on or before a Thursday of the week, to ensure timeous assistance from the maintenance team.
 - 21.4.3. For any assistance with prepaid electricity on Fridays, weekends and public holidays, residents are advised to contact Eskom for support.
 - 21.4.4. Faulty prepaid coupons and meters are to be reported on the Eskom website or Eskom Customer care (<https://alfred.eskom.co.za/chatroom/> and Eskom Customer care number: 08600 37 566).

22. TELEPHONES & INTERNET SERVICES

- 22.1. These are the responsibility of the Residents and Homeowners, who must apply directly to their preferred service providers and make payments directly to them.
- 22.2. Fibre data networks are sourced from a specialist service provider for Kidbrooke Place.
- 22.3. Residents and Homeowners are requested to forward their telephone numbers to the administration office, in order for their preferred number to be programmed for security access.

23. INSURANCE

As per the Resident's Life Right Memorandum of Agreement with the Trust:

- 23.1. The Trust insures the buildings, structures and any other fixed property belonging to the Trust. In regard to the Cottages, this includes all fixtures and fittings installed in the Cottages by the Trust prior to life right purchase (taps, lights, geysers etc), and any addition which must be approved by the Trust after purchase.
- 23.2. The Resident must not do or permit for anything to be done which invalidates such policy, or which makes an insurance claim unenforceable, or which increases the premiums.

- 23.3. Residents are responsible for insuring all personal property, effects and contents inside their Cottages.
- 23.4. Insurance for solar panels, inverters and batteries installed privately in or on Cottages is the life rights holder's responsibility.
- 23.5. Insurance Claims
 - 23.5.1. Any damage to buildings/Cottages must be reported immediately to Management in order for the damage to be assessed and repaired.
 - 23.5.2. A short, written statement, describing what happened or what the Resident's observations were, is required for insurance purposes, and must be handed in at Reception as soon as possible.
 - 23.5.3. The Resident will be informed regarding the arrangements for repairs or replacement.

24. DISPUTES, DISCIPLINARY ACTION & IMPOSITION OF PENALTIES

- 24.1. Disputes between Residents should first be dealt with personally between the parties concerned. There are few complaints which cannot be resolved in this way.
- 24.2. Disputes between Homeowners: attempts to resolve such disputes are to be undertaken by the KHOAC.
- 24.3. Disputes between Homeowners and Residents who are not Homeowners: attempts to resolve such disputes are to be undertaken by the KHOAC and Management.
- 24.4. If the conduct of Residents or Homeowners or their visitors, in the opinion of the Trustees constitutes a nuisance, a contravention of any of the duties of Residents/Homeowners contained in these Conduct Rules, Management shall furnish the Resident/Homeowner with a written notice, clearly indicating the alleged contravention and outlining the consequences, especially if the contravention persists.
- 24.5. If the Resident/Homeowner nevertheless persists in that particular conduct, a further written notice will be issued, requiring the Resident/Homeowner to attend a meeting with Management, as well as informing him/her of the purpose of the meeting. This notice will be sent to the Resident/Homeowner at least 7 (seven) days prior to the meeting date. At the meeting, the Resident/Homeowner will be given the opportunity to present his/her case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.
- 24.6. After the Resident/Homeowner has been given the opportunity to present his/her case, Management may impose a penalty, in accordance with Kidbrooke Place's separate Penalty Policy (as updated from time to time), taking into consideration the nature and effect of the offence. A copy of this policy can be obtained from the administration office.

25. COMMUNAL FACILITIES/AMENITIES

25.1. Community Functions

- 25.1.1. From time to time Common Property is used as opportunities to bring residents together (e.g. braais, sporting events on TV, pub evenings).

- 25.1.2. Residents and Homeowners are requested to please be mindful of litter at such events.

25.2. Private Functions

25.2.1. Eligibility for Use

- Only Residents of the Village (including Homeowners) and the Wellness Hub qualify for making use of Kidbrooke facilities for private functions.
- No exceptions will be made on qualifying for this benefit.

25.2.2. Request Process

- A Resident/Homeowner wishing to use a Kidbrooke facility for a private function must complete and submit a facility utilisation form, available at the Kidbrooke Reception.
- This must be completed in full, to allow for proper evaluation of the request.
- The completed form should be submitted well in advance to ensure reasonable and sufficient time for assessment and planning.
- Once submitted, the Administration office will review the form and if all general requirements are met, will provisionally approve the request.
- Please note that regular activities and meetings at Kidbrooke public venues will take preference (e.g. bridge, exercise classes), unless agreed by the activity organiser(s) beforehand.

25.2.3. Memorial Services

- Memorial services will be accommodated as far as possible.
- If a memorial overlaps with other Kidbrooke activities, the Administration office will negotiate with the relevant activity groups.

25.2.4. Parking Bays

- There are limited parking bays available for functions.
- The requesting Resident/Homeowner must take this into consideration when booking a venue and communicate as such to his/her guests.

25.2.5. Involvement of Kidbrooke Caterer

- Following the provisional approval, the Kidbrooke caterer must be involved in the process going forward, as they are contractually responsible for various Kidbrooke facilities, including the clubhouse kitchen, dining rooms and the patio.
- Outside caterers are not permitted.
- The requestor must provide the caterer with the documented information from the request form to ensure a clear understanding of:

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- The services to be provided (e.g., catering, setup, etc.).
 - The responsibilities of both parties (the requestor and the caterer).
 - Cost allocation between the requestor and the caterer for services rendered.
- The caterer must sign off on the request form, confirming that both parties have a clear understanding of the agreed services and payment arrangements.

25.2.6. Village Manager Sign-Off

- Once the request form has been signed by the caterer, the request must be submitted to the administration office for final approval.

25.3. Restaurant (in Clubhouse)

- 25.3.1. Opening hours are published and services may change from time to time. Residents and Homeowners can enquire at Reception or view the notice board.
- 25.3.2. Meal bookings must be made directly via the Restaurant computer booking system or via the Intellipos app on your cellphone before 14h00 for booking for the following day. Assistance with the meal booking procedures is available from the Caterer's staff in the Clubhouse restaurant/dining room.
- 25.3.3. Lunches can be delivered to Residents/Homeowners in their Cottages/Freehold Properties upon request from Caterer. The restaurant is not licensed, and Residents/Homeowners may bring their own alcoholic beverages.
- 25.3.4. Guests must be accompanied by a Resident or Homeowner at all times.

25.4. Use of Cottage/Common Property

- 25.4.1. Without the prior consent of the Trustees, Residents of Cottages and Homeowners of Freehold Properties are not permitted to:
 - 25.4.1.1. Use the Cottages/Freehold Properties for any purpose other than residential purposes;
 - 25.4.1.2. Paint or affix any advertisement, name or lettering of any unsightly size, colour or character on any wall, building or structure on the Cottage/Freehold Property and no advertisement, name or lettering of any kind may be painted on or affixed to the roof of any building on the Common Property, save for any advertising allowed by the Trustees.
 - 25.4.1.3. Erect, keep, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the Common Property;
 - 25.4.1.4. Remove any shrub, tree or plant on or in the Common Property;

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25.4.1.5. Carry on any noisy, injurious or objectionable trade or business of any kind in any Cottage/Freehold Property or building or on the Common Property and such building must always be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours and passers-by.

25.4.2. A Resident/Homeowner must not place or do anything on any part of the Common Property or on the balcony, stoep or patio of his dwelling unit which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.

25.4.3. A Resident/Homeowner must not deposit, throw or permit or allow to be deposited or thrown on the Common Property any rubbish, including dust, food scraps, cigarette butts or any other litter.

25.5. Damage to Common Property

25.5.1. A Resident of a Cottage or a Homeowner of a Freehold Property must not mark, paint, drive nails, or screws or the like into or otherwise damage or alter any part of the Common Property without first obtaining the prior written consent of Management.

26. DONATIONS & GIFTS

26.1. There is a protocol to adhere to and steps to follow where a Resident of the Village or the Wellness Hub or a Homeowner, or the next of kin of such a Resident/Homeowner, or an outside person/entity wishes to donate either a monetary value or a physical object(s) to The Hudd Trust or any of its employees.

26.2. The purpose is to prevent any misuse or misunderstanding and ensures transparency and proper handling of such donations.

26.3. The protocol and relevant steps are outlined in the Hudd Trust's donations policy and a copy of this policy, together with the relevant forms, can be obtained from the administration office.

27. BUS SERVICE

27.1. The Kidbrooke bus travels to Hermanus daily, from Monday to Friday, departing from the clubhouse parking area.

27.2. Times: 9am – 11am, Monday to Friday, excluding public holidays.

27.3. Please enquire at Reception as to what the charges are for the different bus excursions/services.

27.4. The Kidbrooke bus is used from time to time for excursions as arranged by the RAC social committee. These excursions are well-advertised and Residents/Homeowners are required to book their seats on lists placed on the clubhouse notice board.

27.5. Each Resident/Homeowner utilising the Kidbrooke bus is required to complete a transport indemnity form (once-off). If a non-Resident is accompanying a

Resident/Homeowner (e.g. a carer), that Resident/Homeowner is required to complete one for the accompanying person as well.

28. DOMESTIC ASSISTANCE (INCL. PRIVATE CARE, DOMESTIC WORKERS & GARDEN SERVICES)

- 28.1. Residents and Homeowners are requested to ensure that their employees are dressed appropriately at all times and to consider the use of a uniform of some sort for the sake of neatness.
- 28.2. The Hudd Trust requires all Residents and Homeowners who employ private staff (e.g. domestic workers, care workers, gardeners) to sign an indemnity form to indemnify the Hudd Trust against any claims, risk or liability that may arise in connection with the employment of their private staff.

29. BUSINESS ACTIVITIES

- 29.1. Business activities carried out by Residents and Homeowners within the Village require the prior written consent of Management.
- 29.2. Ongoing trade which results in a need for business clients to regularly make use of access control at the security gate will not be permitted.
- 29.3. No auction or jumble sale may be held on the Common Property or Cottage or Freehold Property without the prior written consent of Management.

30. INDEMNITY

- 30.1. The Trustees or its agents are not liable for any injury, loss or damage of any description which any Residents or Homeowners or any member of their families, their employees or relatives, friends, acquaintances, visitors, invitees or guests may sustain, physically or to their Cottages/Freehold Properties, directly or indirectly, in or about the Common Property or in the individual Cottage or Freehold Property by reason of any defect in the part of the Trustees of any of the employees, agents or contracts.
- 30.2. The Trustees or their agent's representatives and employees are not liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 30.3. All complaints, notification of violations of these rules, or any other cause of concern must be in written form, addressed to the Village Manager.