

Jacana Eco Estate
BODY CORPORATE
CONDUCT RULES

As Proposed August 2017

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CONDUCT RULES

INTERPRETATION

In the interpretation of these rules, unless the context otherwise indicates –

“Act” means the Sectional Title Schemes Management Act (Act No.8 of 2011) as amended from time to time

and any regulations made and in force there under;

words and expressions used shall bear the meanings assigned to them in the Act;

“Trustee” includes an alternate Trustee;

words importing –

the singular number only shall include the plural, and the converse shall also apply;

the masculine gender shall include the feminine and neuter genders and the neuter genders

shall include the masculine and feminine genders;

the headings to the respective rules are provided for convenience of reference only, and

are not to be taken into account in the interpretation of the rules.

“Residential section” means a section used mainly or exclusively for residential purposes.

Where any rule is ambiguous or contrary to the Management Rules or the Act the Management Rules or the Act shall take precedent.

References to common property also include exclusive use areas as although an owner may have exclusive use of an area the exclusive use area is still common property.

1 KEEPING OF ANIMALS, REPTILES AND BIRDS

- 1.1 The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property. (ie permission must be obtained before a pet is brought into the complex).
- 1.2 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 1.3 The trustees may provide for any reasonable condition in regards to the keeping of an animal, reptile or bird in a section or on the common property.
- 1.4 The Trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).
- 1.5 It is noted that when an owner or occupier of a section has successfully obtained permission to keep animals, reptiles or birds, if such owner wishes to replace or acquire a new animal, reptile or bird they must obtain written permission as per sub-rule (1).
- 1.6 Any large breeds that are permitted for purchasers, via the developers, will be considered to have approval from the Trustees. However, once these pets pass on, their replacement pets will need to be approved by the Trustees in accordance with all the above-mentioned sub-rules (1.1 through 1.5).

2 REFUSE AND WASTE DISPOSAL

- 2.1 The owner or occupier of a section must not leave refuse or other materials on the Section or common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 2.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on part of the common property (allocated area by Gate House) designated by the trustees for the purpose.
- 2.3 The owner or occupier of a section must:-
- a) Move the refuse container referred to in sub-rule (2) to places designated by the trustees for collection purposes at the times designated by the trustees and promptly relieve it from these places; and
 - b) Ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or other occupiers of sections.
- 2.4 That for the purpose of having refuse collected, place such refuse in a closed plastic refuse bag within the areas designated by the Trustees, and ensure that no refuse is placed in those areas other than the times specified by the Trustees.

- 2.5 No rubbish or refuse may be left on any portion of the Common Property or elsewhere, where it may be visible from the Common Property, whether in a container or not.

3 **VEHICLES**

- 3.1 The Owner or Occupier must not, except in the case of an emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit a visitor to park or stand a vehicle on any part of the common property other a parking bay allocated to that section. (designated visitors bay along common driveway).
- 3.2 If an owner of a unit wishes to make use of parking on the common property, approval must be obtained from the Trustees. The Trustees may give consent in terms of sub-rule (1) and the parking disc indicating the approved consent must state the period for which it is given and must be placed on the dashboard of the vehicle so as to be readable from the outside of the vehicle.
- 3.3 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the Trustees' consent.
- 3.4 Owners and Occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property.
- 3.5 No Owner or Occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property, an Exclusive Use Area or in a section.
- 3.6 Vehicles entering the Common Property may not exceed 3 tons.
- 3.7 No skate boards, roller blades, children's scooters etc. may be ridden on the Common Property.
- 3.8 Children may not play in the driveway or the parking bays. Stick to exclusive use Sections
- 3.9 Trailers:
- 3.9.1 Any trailers kept permanently in the residence must be kept in the lock up garage of the Sections /Owners. Where there is no garage or trailers too large to be kept in a garage, these trailers must be stored off-site.
- 3.9.2 A trailer may not be kept on any common property, exclusive use area or section.
- 3.9.3 A trailer, for the purposes of being used or loaded, may be kept on the owners / occupier's section for no longer than 24 hours (example : you are going on a trip first thing in the morning, so bring the trailer the day before to load it up).

4 **DAMAGE TO COMMON PROPERTY**

- 4.1 An Owner or Occupier of a section must not, without the trustees' written consent, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- 4.2 An owner or occupier of a section must be considered to have trustees' consent to install a locking device or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built

and is consistent with a design, colour, style and material approved in writing by the trustees.

4.3 The owner or Occupier of a section must keep a device installed under sub-rule (2) in good order and repair.

5 APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

5.1 The Owner or Occupier of a section must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it unless the change is minor and does not detract from the appearance of the section or of the common property.

5.2 The owner or occupier of a section must not, without the Trustees' written consent

- A. Erect washing lines on the common property
- B. Hang washing, laundry or any other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme; or
- C. Display a sign, notice, billboard or any advertisement if the article is visible from another section or the common property, or from outside the scheme.

6 STORAGE OF FLAMMABLE MATERIALS

1. Subject to sub=rule (2) the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.
2. This rule does not apply to the storage of fuel or gas in-
 - a. The fuel tank of a vehicle, boat generator or engine; or
 - b. A fuel tank or gas cylinder kept for domestic purposes.

7 BEHAVIOUR OF OCCUPIERS AND VISITORS IN SECTIONS AND ON THE COMMON PROPERTY

1. The owner or occupier of a section must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
2. The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
3. The owner or occupier of a section must take reasonable steps to ensure that the owner or occupiers visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
4. The owner or occupier of a section is obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any other agreement of rights of occupancy.

5. Noise (such as shouting, music, revving of vehicles, hooters/horns etc) must be kept to a minimum and should not interfere with the peaceful enjoyment of another Section.
6. Where there are large celebrations, parties or gatherings, please notify your neighbours within 24 hours that there may be some noise (within reason) and be sure to keep the volume down/to a minimum after 9pm. Music is to be turned completely off after 11pm.

8 **ERADICATION OF PESTS**

8.1 **Internal:-**

1. The owner of a section must keep his section free of wood destroying insects, including white ants and borer beetles.
2. The owner or occupier of a section must allow the Trustees, the Managing Agents, and their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
3. The body corporate must recover the cost of the inspection and replacement referred to in sub-rule (2) from the owner of the section.

External:-

4. The owner of a section must keep his exclusive use area free of wood destroying insects, including white ants and borer beetles.
5. The owner or occupier of an exclusive use area must allow the Trustees, the Managing Agents, and their duly authorised representatives to enter the exclusive use area on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
6. The body corporate must recover the cost of the inspection and replacement referred to in sub-rule (2) from the owner of the exclusive use area.

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

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) subject to the following conditions;

- a. At least two weeks written notice of the intended religious or cultural event requiring such ritual slaughter shall be given to the Trustees, specifying:
 - i. the date and time of the proposed slaughter;
 - ii. the type of animal to be slaughtered
 - iii. the name and qualifications of the person who will be carrying out the slaughter;

iv. 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.

b. A notice from the local authority shall accompany the above notice confirming that all bylaws with regard to the ritual slaughter have been/will be complied with.

c. A notice from the health department shall accompany the above notice confirming that health department specifications with regard to ritual slaughter have been complied with/will be complied with.

d. A certificate from the Society for the Prevention of Cruelty to Animals (SPCA) shall accompany the 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.

e. Notice shall 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 of the Body Corporate to prevent the act of ritual slaughter from taking place on the premises or debiting the unit owner concerned with any costs incurred.

10. **WATER RESTRICTORS**

The Trustees and Managing Agents are instructed to make use of water restrictors where necessary to collect arrear levies, water and other monthly costs. The cost of inserting and the removal of the water restrictor will be placed on the defaulting Owners monthly account. The water restrictor will only be removed once the outstanding charges are fully paid including the cost of the restrictor. The use of water restrictors does not preclude the Body Corporate being able to hand over arrear levy amounts for collection.

11. **ARREAR LEVY COLLECTION PROCEDURE**

Levies, and other applicable charges, are payable in advance on or by the 1st of each month in which they are raised. Any amounts not paid by the said date are considered "arrear" and/or "outstanding" and action will be taken against the defaulting Owner. A letter of demand, dated the 7th, will be sent to the Owner demanding immediate payment of the full outstanding amount. Should the amount still be outstanding at the end of the month, the account will be handed over for collection on the last day of the same month. Compound interest at a rate as determined by the trustees from time to time will be charged for all outstanding amounts on the 7th of the month. If at any time the Interest Rate exceeds the maximum rate of interest permissible by law, then the interest rate applicable shall be the maximum rate permissible by law.

12. **COMPLAINTS**

Any complaints with regards irregularities of conduct contravening the Conduct Rules, the Prescribed Management Rules or the Sectional Titles Schemes Management Act must be given to either the Trustees or the Managing Agents in writing and signed by the person complaining. The Managing Agents will acknowledge receipt of the complaint and forward said complaint to the Trustees for action.

The Trustees will then either take action themselves or instruct the Managing Agent in writing as to what action should be taken. The Owner if not satisfied with the action taken can exercise his or her rights as per the Community Schemes Ombud Services Act.

13. **OCCUPANCY**

Unless otherwise authorised in writing by the Trustees, the maximum number of persons who may reside in or occupy a residential section shall be as follows:–

<u>Type of Section</u>	<u>Number of Persons</u>
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6

14. **REMOTE CONTROLS**

Remote controls for the front entrances are only available from the Body Corporate at the rate as determined by the Trustees.

15. **FINES**

- a. Owners will always be responsible for the actions of their contractors, lessee or occupant, including employees, guests and any member of his/her family, who abuse the rules of the complex and or are responsible for damage to the Common Property. Contractors, employees and guests who continually abuse the rules and regulations will be prohibited from re-entering the complex.
- b. If the Member or occupier nevertheless persists in the conduct complained of or in the contravention of the relevant Rule, the Trustees may convene a meeting of Trustees to discuss and deal with the matter as set out below
- c. A written notice, in which the relevant Member or occupier is informed of the purpose of the meeting and invited to attend, must be sent to the Member and

occupier at least 7 days before the meeting is held. At the meeting the Member or occupier must be given the opportunity to present their case, but except as may be permitted by the chairperson, they may not participate in the decision making or voting at the meeting.

- d. After the Member or occupier has been given the opportunity to present their case, the Trustees may, by way of a special resolution (75% of the Trustees present at the meeting with a minimum of 3 Trustees), impose an "initial penalty" for the first offence and a "subsequent penalty" for every identical offence thereafter, without derogating the rights in law of the Trustees to take further action.
- e. Any fine imposed in terms of this Clause, may if it is not paid within 14 days after the Member has been notified of the imposition thereof, be added to the contribution levy which the Member is obliged to pay.
- f. The Body Corporate may, at a general meeting, from time to time, determine the amount of the "initial" and "subsequent" penalties.
- g. Kindly note that if the owner still dispute the penalty they can refer the matter to the Ombud.
- h. Only Owners can be fined as they are responsible for the behaviour of their tenant. Tenants may not represent an Owner. Letting Agents may be mandated to represent Owners.
- i. Fines will be placed on the units levy account.
- j. Owners will have a right to appeal by exercising their rights as per The Community Schemes Ombud Services Act after the Owner has paid the necessary fees to the Ombud Service for mediation or adjudication.
- k. The adjudicator may award costs for the hearing and the Body Corporate will advance the costs to the relevant party. Should an Owner have to pay the costs, the cost will be placed on his or her levy account. Should the Trustees have to pay cost, then the Body Corporate will pay the costs.

16. **REPORTING REPAIR ISSUES ON TIME**

Should an Owner not report a repairs and maintenance issue on the Common Property for their unit timeously, which results in extra damage being caused to the unit, then the Owner concerned will be liable for the cost of the repairs.

17. **EXCLUSIVE USE PARKING**

Parking's are exclusive use to the flat to which it is allocated. Parking's may not be rented out to any other person. Parking's may only be re-allocated on the passing of a special resolution.

19. **LANDSCAPING & PLANTING GUIDELINES**

The landscaping and planting guidelines for Jacana Eco Estate shall be strictly adhered to in accordance with the guidelines as indicated by the attached Annexure 'A'.

The set of guidelines is not meant to be restrictive but to provide a synergy between the architectures, the properties and their occupants.