

**MONTACUTE BODY CORPORATE  
(SS253/1991)**

**CONDUCT RULES**

## INDEX

<b>CONTENT</b>	<b>PAGE NUMBER</b>
Introduction	3
Use of units/exclusive use areas	3
Improvements/alterations to exclusive use areas	3/4
Animals/pets	4/5
Vehicles	5
Cycles, scooters, roller skates, skateboards and the like on common property	5/6
Owners, and / or occupier's responsibilities	6
Entertaining of guests	7
Generators	7
Protection of personal information act no 4 of 2013 (POPIA)	7/8
Levies	8
Communal Facilities	8
Insurance	8
Loss or damage	8
Eradication of pests	8
Littering	8
Household refuse	9
Enforcement of rules by fines	9
Complaints, queries and suggestions	9
Fining System (Annexure A)	9

# **MONTACUTE BODY CORPORATE CONDUCT RULES**

## **1. INTRODUCTION**

- 1.1. The rules in this schedule may be substituted, added to, amended or repealed from time to time by special resolution of the Body Corporate.
- 1.2. In the event of a unit being let, the owner must ensure that the occupier is given a full set of the Conduct Rules and submit signed acceptance of the rules to the trustees before the occupier takes residence.
- 1.3. Short term lettings of less than three (3) months are not permitted.
- 1.4. The unit shall be used solely for residential purposes and its use for
- 1.5. Commercial purposes, such as commercial activity that would constitute a nuisance/ inconvenience to other residents and compromise the security of the complex, is strictly prohibited.

## **2. USE OF UNITS / EXCLUSIVE USE AREAS**

- 2.1. An owner or occupier shall not at any time use or permit his section or any part of the common property to be used, whether personally or by any person or persons under his control or for whom he might reasonably be responsible, for any purpose which, in the opinion of the trustees, is or may be or become illegal or immoral.
- 2.2. No auctions or jumble sales and the like may be held on the common property or in a section.
- 2.3. All exclusive use areas shall be maintained in the same manner as it they were deemed to be sections
- 2.4. Exclusive use areas shall only be used for that which they are expressed designated.
- 2.5. No storage of any form is permitted with the parking bay
- 2.6. Parking on or across kerbing is not permitted
- 2.7. No oil or petrol must be allowed to spill onto the tarmac
- 2.8. The levy shall be paid monthly in advance and forms part of the total levy
- 2.9. Garden and all grassed area are not deemed to be parking areas and parking thereon is strictly prohibited

## **3. IMPROVEMENTS / ALTERATIONS TO UNITS / EXCLUSIVE USE AREAS**

- 3.1. An owner or person authorized by him, may install the following, provided that the Owners have first approved such by a Special Resolution the nature, design, positioning and manner of the installation of such improvements. Owners will be responsible for the ongoing maintenance of these improvements.
- 3.2. Any locking device, safety gate, hand rails, burglar bars or other safety devices for the protection of their section, residents of, or visitors thereto;
- 3.3. Any window or door screen (insect protection), a shade, awning, sign or other structure;
- 3.4. Additional fencing enclosing the garden area;
- 3.5. Air-conditioning or chimneys;
- 3.6. Satellite dish.
- 3.7. Owners may make alterations to the interior of their sections, but may not make any structural alterations, and/or alterations to electrical reticulations or plumbing works without the prior written consent of the Owners and then subject to such condition as the trustees may impose.
- 3.8. Owners making additions, alterations or repairs to their units are personally responsible for the complete removal from the complex of all unused or waste material, bricks or building rubble arising from these operations. Such rubble etc. shall not be left on the common property or in a position visible to other sections overnight.

- 3.9. All plumbing and electrical work in, and any alterations or additions to any section shall be effected only by suitably qualified (and where applicable, licensed or registered) workers and contractors. The Body Corporate reserves the right to request copies of or proof of ID Documents; Registration/license documents
- 3.10. An owner or occupier must ensure that any improvements to their section comply fully with electrical, structural and health regulations and do not in any way jeopardise the safety of other owners or occupiers.
- 3.11. Heavy articles of whatever kind or sort, furniture, luggage and the like shall only be carried across the common property of any form and not dragged across the surface thereof.
- 3.12. Owners / occupiers of sections shall not mark, paint, drive nails or screws into, or otherwise damage, or alter, any part of the common property without first obtaining the consent of the trustees.
- 3.13. Owners who are given permission by the members to extend their sections are required to provide the trustees with approved building and Surveyor General plans, and to register a Sectional Plan of Extension within 3 months of the completion of the extensions. All costs to be for the owners account.

#### **4. ANIMALS / PETS**

- 4.1. An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- 4.2. When granting such approval, the trustees may prescribe any reasonable conditions. These conditions include:
  - 4.2.1. Two small pets may be kept within each section, with the approval of the trustees, subject to the owner or occupier accepting all the rules. Dogs not bigger than 50cm may be housed within a section. Cats may be housed within a section on the following conditions
    - Enclosed area is to be erected within the owners Exclusive use area for the cat. (Resolutions as per the Act will apply)
    - Cats are to be kept within the section and are to not roam around on Common Property or within another section.
    - Failing which the owner will be given two months' notice to rehome the cat
  - 4.2.2. Dogs are to be kept in the owners or occupiers section and are to sleep inside at night.
  - 4.2.3. Dogs are permitted on the common property on a leash and under the control of a reasonable person who shall be responsible for any damage / mess caused by the dog;
  - 4.2.4. Any dog mess on the common property must be cleared immediately by the person in control of the animal.
  - 4.2.5. Owners of dogs are to consider others in the complex and to ensure that noise (such as barking) is minimised. Aggression and boisterousness towards owners will not be tolerated.
  - 4.2.6. Proof of inoculations for pets must be supplied annually to the Trustees. Owners are to ensure that tenants provide this information. No breeding of pets will be permitted within the complex. Proof of pets being Neutered/spayed is to be provided to the Trustees.
- 4.3. The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (4.2).
- 4.4. No livestock, poultry or wild animals shall be brought onto the complex for any reason whatsoever.
- 4.5. The slaughtering of animals or poultry for religious reasons on any part of the common property or in a section or in an exclusive use area is strictly prohibited, without the prior written consent of the trustees, which consent shall only be granted once the following conditions have been met:
  - 4.5.1. An application in the form of a fourteen days written notice must be given to the trustees of the event specifying:
    - 4.5.1.1. The name, contact details and section number of the owner or occupier requesting permission to carry out the ritual slaughter ("the applicant");
    - 4.5.1.2. The date and time of the slaughter;
    - 4.5.1.3. The type of animal to be slaughtered;

- 4.5.1.4. The name, contact details and qualifications of the person who will be carrying out the ritual slaughter; and
- 4.5.1.5. Confirmation that the animal will be brought onto the premises immediately prior to the ritual and that the carcass will be removed from the premises immediately after the slaughter.
- 4.5.2. The applicant shall be required to include the following information in the above mentioned application to the trustees
  - 4.5.2.1. A copy of the written permit issued by the local authority confirming that permission has been granted by the local authority to perform the ritual slaughter and that the owner shall be required to comply with all applicable municipal By-Laws.
  - 4.5.2.2. A copy of the written permit issued by the Department of Health confirming that permission has been granted by the Department of Health to perform the ritual slaughter and that the owner shall be required to comply with all applicable specifications.
  - 4.5.2.3. A copy of the written confirmation issued by the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will be present at the ritual slaughter to ensure that the animal will not endure unnecessary pain and suffering.
- 4.5.3. In the event that the trustees, in their sole discretion, decide to grant written consent to the applicant in terms of this rule, the trustees shall be required to provide seven days' notice in writing to all owners, occupiers and tenants within the scheme of the date and time of the ritual slaughter.
- 4.5.4. The area where the ritual slaughter will take place must be covered with canvas to ensure that the ritual is not visible to members of the public or other owners, occupiers and tenants within the scheme.

## **5. VEHICLES**

- 5.1. No vehicles with a weight above 3 tons shall be allowed on the common property.
- 5.2. A speed limit within the complex of 20 kph shall be observed. Residents are requested to drive safely and be mindful of children and other pedestrians.
- 5.3. Motor hooters may not be used on the common property.
- 5.4. No articles other than motor vehicles may be kept in a carport or open parking bay. With effect from the date from which these rules are lodged with the Ombudsman, no caravans and / or trailers may be brought onto the complex unless previously approved. Trailers are only permitted to be brought onto the complex for purposes of bringing or removal of, for example, furniture or when brought by visitors staying temporarily with residents.
- 5.5. Owners, residents, contractors and visitors are not allowed to park on the common property except in areas demarcated for that purpose.
- 5.6. Residents are responsible for their deliveries/couriers. Each resident is to inform their courier/visitor to wait for the gate to close before driving off.

## **6. CYCLES, SCOOTERS, ROLLER SKATES, SKATEBOARDS AND THE LIKE ON COMMON PROPERTY**

- 6.1. Bicycles, tricycles, scooters, roller skates, skateboards and the like may not be left on any portion of the common property or on any portion of a section where it is visible to the public.
- 6.2. No bicycles, tricycles, scooters, roller skates, skateboards and the like are allowed to be ridden on the common property or any space generally used by the owners and occupiers with the following exceptions:
  - 6.2.1. Cycling is permitted between the entry gates and a unit for the purposes of exiting/entering the complex.
  - 6.2.2. Children are permitted to ride wheeled toys on the common property but only when accompanied by an adult of 18 years or older. In this case, the Body Corporate will take no responsibility or liability for any injury or damage that may result.

## **7. OWNERS AND / OR OCCUPIERS RESPONSIBILITIES**

An owner or resident shall at all times and to the satisfaction of the trustees:

- 7.1. Use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners or occupiers with specific reference to:
  - 7.1.1. Any nuisance, disturbance or annoyance from any cause whatsoever to any other resident;
  - 7.1.2. Interference with the rights of other owners or occupiers.
- 7.2. Maintain his section, private garden and exclusive use garden area, where applicable, in good, sanitary and habitable order and condition and shall be responsible for all interior painting and maintenance.
- 7.3. Not allow any of their linen or clothing or any article to be hung on the outside of any section except in places specifically designated for this purpose.
- 7.4. Allow garden service contractors to cut lawns and trim edges in private gardens or EUA's where applicable.
- 7.5. Treat all Residents / employees of the Body Corporate with respect and courtesy. In all circumstances, disputes with Residents / employees of the Body Corporate must be handled through the trustees
- 7.6. Maintain his section, inclusive of the removal of blockages of sanitary equipment caused by the residents or visitors to his section. Maintenance of septic tanks and soak pits is not a Body Corporate responsibility.
- 7.7. Be responsible for controlling the access and exit of any visitors or contractors in his employ, and any persons accompanying them.
- 7.8. Be liable for the conduct of their visitors and ensuring that all rules are adhered to.
- 7.9. Be responsible for the behaviour of his domestic/gardening staff or contractors.
- 7.10. Notify the trustees of any change of ownership in or occupation of their section within one week of such arrangements being finalised.
- 7.11. An owner of a section shall ensure that the number of persons who reside in his section do not exceed two persons per bedroom of his or her section.
- 7.12. Residents are not to permit access to the common property to vendors, work-seekers, and the like.
- 7.13. Ensure that at least one remote control for the entrance gate to the complex is owned and in good working order. Lost or stolen remotes to be reported immediately to the trustees for de-activation on the system. Owners are responsible for the cost of replacement remotes.
- 7.14. Not store or leave or allow to be stored or left, any article or thing on the common property except with the written consent of the trustees first having been obtained.
- 7.15. Abide by requests in writing from the trustees regarding use of the common property.
- 7.16. Not repair motor vehicles on the common property, a section or exclusive use area, except for unforeseen minor breakdowns.
- 7.17. Not store or allow to be stored any inflammable material, or do or allow to be done, any other act, in his section(s), or in any buildings or on the common property, which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 7.18. Fireworks are strictly prohibited within the complex.
- 7.19. Owners/Occupiers are to NOT erect flags or shrines within the complex that are visible to the other residents.

## **8. ENTERTAINING OF GUESTS**

- 8.1. Guests may be entertained at the Unit of the host or at the Exclusive Use Area.
- 8.2. Guests may not be entertained on any other common property including parking areas without the Trustees permission
- 8.3. If the Exclusive Use Area is used to entertain guests no loud music or other noise will be allowed after 10pm
- 8.4. Entertaining of guests may not cause a nuisance to other residents
- 8.5. When guests leave the complex, they are not to play loud music or rev their vehicles so as to cause a disturbance to other residents

## **9. GENERATORS**

- 9.1. A Generator may only be installed after written permission is granted by the Trustees
- 9.2. A resident installing a generator must show particular consideration towards his neighbour in respect of aesthetics and noise when locating and operating such generator.
- 9.3. Generators may only be installed within the property and shall be placed as unobtrusively as possible in respect of both road side aspects and potential impact on neighbouring properties.
- 9.4. An outdoor generator shall be enclosed in an aesthetically approved housing.
- 9.5. A formal application shall be submitted to the Trustees for permission to install a generator. The application shall include the following:
  - 9.5.1. Specifications of the generator:
    - 9.5.1.1. The make thereof
    - 9.5.1.2. The rated output capacity
    - 9.5.1.3. Whether it is fuelled by diesel or petrol
    - 9.5.1.4. The manufacturers noise rating.
    - 9.5.1.5. Location plans in respect of the generator
  - 9.5.2. The decibel level of a generator shall not exceed 60 dBA at the boundary of a neighbour's property.
  - 9.5.3. The Trustees reserve the right to test the decibel level from time to time when necessary to ensure that it complies with the above.
  - 9.5.4. Only one generator with a maximum of 7½ KVA per home will be permitted.
  - 9.5.5. A generator may only serve as an emergency back-up and shall therefore operate only during power failures or outages and shall, in any event, not be operated between 10 pm and 6 am - provided that it shall be permissible to operate a generator for a period not exceeding 15 minutes immediately following the end of a power failure or outage period, or for such a period when the generator needs to be run to check operability in accordance with good maintenance practices.
  - 9.5.6. Where a generator is connected to the main Electrical Distribution Board in the home through an automatic changeover switch, the timer shall be set so that the generator does not run between 10 pm and 6 am. Furthermore, during periods where the house is unoccupied the automatic changeover switch must be disabled.

## **10. PROTECTION OF PERSONAL INFORMATION ACT NO 4 OF 2013 (POPIA)**

- 10.1. The Body Corporate has a right to ensure that it complies with the POPI Act.
- 10.2. The Body Corporate is to ensure that at least 8 conditions are complied with when the Body Corporate processes personal information.
- 10.3. Personal information is information of an owner/tenant such as vehicle registration, driver's licence, make and model of their vehicle, I.D. number, email address, physical address, telephone number, any biometric information and private correspondence sent by that person.
- 10.4. The Body Corporate must ensure that an updated POPIA manual, compliant with POPIA and any amendments thereto are maintained.
- 10.5. The Body Corporate POPIA manual must at least contain the above 8 conditions, the obligations of the Body Corporate in respect of the POPIA and the rights of owners/tenants in regard to POPIA.
- 10.6. The POPIA manual is binding upon owners/tenants.
- 10.7. Should an owner/tenant fail to comply with the contents of the POPIA manual, it may result in a fine being imposed by the trustees on the owner.
- 10.8. Owners/Tenants can submit a complaint to the Information Regulator appointed in terms of the POPIA when there is an interference with the protection of their personal information.
- 10.9. Legal proceedings may also be instituted against the Body Corporate by the owners/tenants when there has been an interference with the contents of the owners/tenants personal information.

## **11. LEVIES**

- 11.1. All levies, contributions or monies payable to the Body Corporate are to be paid on or by the 7<sup>th</sup> of every month to the Body Corporate bank account.
- 11.2. Levy payments that have not been received by the 7<sup>th</sup> of the month will incur interest as per the Annual Interest Resolutions signed by the Trustees at the Annual General Meeting.
- 11.3. Where levies are not paid it will incur legal fees on the owner in arrears.

## **12. COMMUNAL FACILITIES**

- 12.1. All communal facilities are used at the sole and exclusive risk of the owner, occupiers, their guests and families.

## **13. INSURANCE**

- 13.1. Owners are responsible for the payment of any excess resulting from any claim made against the Body Corporate insurance policy for damage, which has arisen inside the unit or on any related area.

## **14. LOSS OR DAMAGE**

- 14.1. The Body Corporate shall not be held responsible for any loss or damage suffered by an owner from any cause whatsoever.

## **15. ERADICATION OF PESTS**

- 15.1. Owners shall keep their section free of white ants, borer and other wood destroying insects.

## **16. LITTERING**

- 16.1. An owner or occupier of a section shall not deposit, throw, or permit or allow any rubbish to be deposited or thrown, on the common property, including dirt, cigarette butts, food scraps or any other litter whatsoever.

## **17. HOUSEHOLD REFUSE**

- 17.1. Household refuse must be placed in plastic bags and stored where it is not visible from the common property.
- 17.2. Owners / occupiers are requested to separate glass bottles, cans, jars, paper and plastic from the normal refuse. And place it into the recycling bags provided. A Recycling service is normally provided by the Municipality. Please contact the Trustees for the current protocol as this may vary from time to time
- 17.3. Owners / occupiers are requested to wrap any broken glass in paper.
- 17.4. Refuse to be left in black bags outside garages or alternatively outside main gate by 7.15am every Thursday when the gardener is not on duty.



17.5. No collection of refuse bags will take place on public holidays.

## **18. ENFORCEMENT OF RULES BY FINES**

18.1 In the event of any breach of these rules by an owner, occupier, member, staff or guests of the house hold, his guests or lessees, shall deemed to have been committed by the owner himself.

1. 18.2 The Trustees may impose a fine (per schedule Annexure A) (which may be amended from time to time) upon any owner or occupier as deemed fit by the Body Corporate, and in the event of an owner or occupier who fails to pay a fine within the period stipulated by the Trustees, and until such time as the fine has been paid, no transfer of the owners unit shall be registered refer Annexure A for fines. The fines may be amended from time to time by members at an AGM/SGM.

18.3 In the event of any owner/occupier disputing the fact that he has committed a breach of these rules or the amount of fine imposed, he may appear before the fining committee on the date and time and at the place stipulated in the notice of breach, which must be within 7 days of the owner being notified of the breach.

## **19. COMPLAINTS, QUERIES AND SUGGESTIONS**

19.1. Any complaints, queries or suggestions must be put in writing and directed to the trustees via the managing agents. Written complaints, queries and suggestions will be replied to in writing after due consideration by the Trustees.

**READ, APPROVED AND ADOPTED AS THE CONDUCT RULES OF MONTACUTE BODY CORPORATE  
BY SPECIAL RESOLUTION OF THE MEMBERS ON THE 29<sup>TH</sup> MARCH 2022**

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(CHAIRPERSON)

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(TRUSTEE)