



CONDUCT RULES

Proposed amended rules 2024

INTRODUCTION

These rules were amended by the Body Corporate of BURKEA PARK in terms of Section 10 of the Sectional Titles Schemes Management Act No 8 of 2011, hereafter referred to as "the Act". These rules are effective immediately after approval by the Community Schemes Ombud.

These rules are and will remain the property of the Body Corporate and shall remain in the unit when it is vacated. Should a set of rules be misplaced, the Body Corporate may charge a reasonable fee for its replacement

THE BODY CORPORATE:

All functions and duties of the Body Corporate will be performed by duly elected Trustees in accordance with Section 7 of the Act, subject to any restrictions imposed or directions given at the Annual General Meeting (AGM) of owners. The duties of the Trustees are determined in the Act and Management Rules. These rules aim to ensure orderly, pleasant and congenial living conditions for all residents as well as the protection of the collective interests of Burkea Park.

Conduct Rules

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1. Access Control

- (1) All owners or occupants are required to adhere to the complex access control systems set in place by the Trustees for the safety and security of all residents.
- (2) New residents are required to supply their contact details to the Caretaker to provide them with access tools and programme their details into the security call system.
- (3) The resident will be contacted via the security call system regarding the arrival of visitors in order to grant them access after they have completed the visitor's register.
- (4) No owner or occupant has the authority to issue any instruction to security staff.
- (5) No owner, occupant or visitor is to enter into any negotiation or argument with the security staff.
- (6) Complaints regarding security should be directed to the Trustees, Caretaker or Vision Properties or Stilko Security Supervisor.
- (7) Owners or occupants are requested to report any suspicious behaviour.
- (8) Owners or occupants of units are responsible for the conduct of their visitors and must see to it that all the provisions of the Act and these rules are adhered to.

2. Domestic and Garden Workers

- (1) Domestic and garden workers need to be registered with the Trustees and all identification documents to be given to the caretaker so that the guardhouse can assign the worker to the unit.
- (2) Domestic and garden workers are allowed into the complex at the owner/occupant's responsibility. They must see to it that all the provisions of the Act and these rules are adhered to.
- (3) No workers may not stay overnight on any part of the communal property. Garages and storerooms may not be converted into permanent living quarters.

3. Animals, Reptiles and Birds

- (1) An owner or occupier of a section shall not, without the consent in writing of the trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- (2) The following are reasonable conditions for granting such approval, but are not exhaustive and the decision remains at the discretion of the Trustees:
 - The garden size is sufficient for the size of animal & adequate provision has been made in terms of kennels, water & food. These provisions must be neat & clean preferably out of view from communal area. The owner or occupant must secure the area to prevent the animal from escaping.
 - The trustees are compelled by current legislation to keep a register of all pets kept in the complex. When applying for consent to keep animals please do so in writing to the trustees so that we can keep the register updated. Please attach spaying & neutering documentation. Please notify us of any changes with regards to pets kept on section.
 - Pets allowed subject to approval:
 - o Two Dogs. Small to medium sized. Gardens are insufficient size for larger dogs.
 - Or
 - o Two Cats.
 - Or
 - o One cat and one dog
 - o Two Caged Birds.All dogs & cats to be spayed & neutered. This reduces barking & aggression & increasing animal populations.
 - All pets must have identification tags. Without such they are assumed stray and may be removed. It is advisable to have your pets chipped as well in order to assist with identification, should they be removed.
 - Animals are not permitted in communal areas off leash.

- The pet owner is responsible for removing any pet's waste on the communal property.
 - Owners will receive notice from the trustees if their pets are making excessive noise which is disruptive to other owner's or occupants in the complex. If no resolution or improvement approval may be revoked.
 - Any costs incurred by the trustees in application of these conduct rules, including removal of animals will be recovered from relevant section owner.
- (3) The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

4. Refuse Disposal

- (1) An owner or occupier of a section shall-
- (a) maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees in writing;
 - (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees; currently Thursdays
 - (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).
 - (e) refrain from disposing any foreign objects into drainage system, such as motor oil or cooking oil.
 - (f) refrain from disposing of excess garden refuse. Only refuse that fits inside the bin will be removed. Municipal regulations stipulate only household refuse may be removed.
 - (g) A bin for each unit is supplied by the Body Corporate once. If the bin is damaged or lost it will be replaced at the section owner's cost.
 - (h) No combustible product such as petrol, paint thinners, turpentine or oil may be disposed of in the sewage system.
- (2) An owner, renter or visitor will not use a refuse bin of another unit without notifying the owner of that bin.
- (3) The owner or renter will ensure that the bin is available for collection on Thursday mornings or instructed otherwise by the caretaker on the WhatsApp groups or via email from Vision.

5. Maintenance of Private Gardens

- (1) Maintenance of lawns will take place from Mondays to Wednesdays. Owners/occupants of units must please leave gates open for this purpose.
- Mondays Units 2 to 25 and 51 to 67 plus Unit 70
 - Tuesdays Units 1 plus units 26 to 50; 71 to 90 plus units 68 and 69
 - Wednesdays Communal areas and Side Walks outside
 - Thursdays Garbage removal and dustbins
 - Fridays Cleaning up and remaining areas

6. Burkea Park Caretaker and General Workers

- (1) Burkea Park Staff are on duty 07h00 to 15h00 from Mondays to Fridays and are not allowed to take any instructions from owners or occupant of sections. Please direct all complaints or requests at the Caretaker, Trustees or Vision Properties.
- (2) Garden gates must be unlocked for the maintenance of enclosed gardens. Should an owner prefer to personally have the maintenance of the garden attended to, this subrule will not apply.

7. Vehicles

- (1) No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing.
- (2) Bicycles, motorcycles, tricycles, trailers, boats, caravans, etc. may not be left on any part of a unit where it is unsightly or a burden to any resident.
- (3) Owners or occupants may only occupy garages or carports allocated to their units. Visitor's parking may not be used as permanent parking as all units have carports or garages allocated to them. Vehicles in excess of the allocated parking/garage of the unit and parked permanently on visitors parking will be charged levies in accordance with the current rate applicable to parking.
- (4) An owner or occupier shall not use any garage or parking for storage as it will increase the rate of the premium payable by the body corporate on insurance. It also increases the risk to safety of all residents.
- (5) 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.
- (6) 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 on to the common property or in any other way deface the common property.
- (7) No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use or in a section.
- (8) Vehicles of owners/occupants or visitors may only park in the specifically designated areas. No vehicles may be parked on the grass of the communal property or in any way that hinders or blocks free access to firefighting equipment. Visitors parking cannot be used for prolonged periods.
- (9) Garage doors must be kept closed at all times for security reasons.

8. Drivers and Children

- (1) NO VEHICLE MAY EXCEED THE SPEED LIMIT OF 10KM/H ON ANY PART OF THE COMMUNAL PROPERTY.
- (2) Drivers of all vehicles must take great care and respect the speed limit posted at the entrance when driving within the complex and always be on the alert for children and/or pedestrians. Residents will remain responsible for the conduct of their guests/visitors.
- (3) Hooters may only be used as a warning signal and not for any other purpose, especially not to draw the attention of the security guards at the main gate.
- (4) No person may drive any motorized vehicle or motorcycle within the boundaries of this Body Corporate, whilst under the influence of alcohol or any other unlawful substance. All drivers must be in possession of a valid driver's licence while driving in the complex.
- (5) The Body Corporate of Burkea Park will not be held responsible for and/or liable for any injury, accident and/or damages due to negligent or reckless driving by residents or their guests/visitors, or for disregarding any of the house rules, by either residents or their visitors or guests.
- (6) It is the responsibility of parents to personally oversee and control their children when they ride bicycles or any other devices including skateboards or roller skates within the complex. Parents will be held liable for any damages caused to common property and/or other vehicles by their children while riding a bicycle or any of the other devices mentioned above.

9. Damage Alterations or Additions to the Common Property

- (1) An owner or occupier of a section shall 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 written consent of the trustees.
- (2) Notwithstanding sub rule (1), an owner or person authorised by him may install

- (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- (b) any screen or other device to prevent the entry of animals or insects;

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

10. Electrical Installation

Under no circumstances are owners or occupants allowed to alter or change the electrical installation on the communal property. When necessary, it must be brought under the attention of the Trustees who will take the necessary remedial action.

11. Appearance from Outside

The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoops, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

12. Signs and Notices

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having been obtained.

13. Littering

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

14. Laundry

An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections. Laundry hung outside to dry are at the sole risk of the owner.

15. Storage of Inflammatory Material and Other Dangerous Acts

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

16. Letting of Units

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

17. Eradication of Pests

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

18. Water

- (1) Water leakages must be reported immediately to the Caretaker or Trustees.

- (2) Owners or occupants of units must ensure that no water is wasted.
- (3) Vehicles may only be washed in front of the owner/occupant's garages. These areas must be left clean and tidy. Rubbish removed from vehicles, such as cigarette stubs, etc., must be deposited in the owner/occupant's refuse bin.
- (4) According to Municipal Ordinances, fire hoses and fire equipment is for the exclusive use of fire and emergencies and may not be tampered with at any time. Under no circumstances may fire hoses be used to wash cars or water gardens.

19. Mailboxes

- (1) Mailboxes for owners or occupants are available, free of charge, at the security gate.
- (2) Keys may be obtained from the Caretaker. Keys to be signed out and returned to the Caretaker before vacating the unit.
- (3) Duplicate keys with unit number will be kept at security.
- (4) All lost keys will only be replaced upon payment for the duplicates. If a locksmith is required to open a mailbox, it will be for the owner's account.

20. Communal Recreational Areas

(1) Swimming Pool

- (a) An access tag is available at the guard house to be signed out. The cost of an access tag will be charged to the unit if the tag is not returned or is lost.
- (b) No animals or pets are allowed in the swimming pool area.
- (c) The swimming pool and swimming pool area are used at own risk. The Body Corporate shall not be liable for the safety of any person in this area.
- (d) Visitors may only use the swimming pool and swimming pool area when accompanied by the owner or occupant of a unit.
- (e) No foreign objects may be thrown into the pool.
- (f) Children under the age of ten (10) years must be accompanied by an adult.
- (g) Because of the dangers of broken glass in and around the pool, NO owner, occupant or visitor may take any bottles or glass objects of any kind to the swimming pool or swimming pool area. No glass objects or bottles may be left at the swimming pool area. Broken glass and glass objects in this area must be disposed of immediately.
- (h) THE POOL MUST BE CLOSED AT ALL TIMES.
- (i) No unauthorized use of any pool or pump equipment will be tolerated. Any defective equipment must be reported to the Trustees, the Caretaker or Vision Properties.
- (j) The residents of Burkea Park and Richard's Place must be taken into consideration when using the recreational area. No radios, tape recorders, CD players or any other potentially noisy equipment may be brought into or used in the recreational area.
- (k) The community hall may be used for private functions. The cost of booking the hall is R50. Any booking must be done at least one (1) week in advance. People using the hall are responsible for cleaning up after use. No noise will be allowed after 22:00, and music should please be turned down to consider close-by units.
- (l) Any damages to the communal swimming area by the owner, renter or visitor of the unit will be charged to the unit owner responsible for the damage.

(2) Tennis Court

- (a) No sport other than tennis is allowed on the tennis court.
- (b) No bicycles, roller-skates or skateboards are allowed on the tennis court.
- (c) Parents will be held responsible of their children's use of the tennis court and damage to the net, surface or the fencing. Owners/occupants of units should escort visitors when using the tennis or squash courts. Visitors

are only allowed to use the tennis court in the company of owners or occupants.

- (d) As a general rule, only one (1) hour of play is allowed so that everybody can use the facility. When no one is waiting to play, play may continue.
- (e) The tennis court keys are kept by security at the gate and must be signed for. After play the court must be locked and the key returned to security.

(3) Squash Court

Squash court tokens can be obtained from the caretaker of Richard's Place.

Please note that Burkea Park and Richard's Place share the use of the recreational areas.

- (4) In the event of any owner, resident or other category of person not adhering to any of the Conduct Rules and/or damaging any property on the communal recreational areas, the trustees may in addition to any other penalty or action that may be imposed in terms of these rules also impose a ban on the relevant person(s) from using the said area(s) and/or facility/facilities for a period not exceeding 10 (ten) weeks.

21. Noise

- (1) Owners or occupants must respect the rights of other residents on Sundays or Public Holidays. The use of any machinery like lawnmowers, welding machines, etc. is not permitted.
- (2) Occupants shall attend to noisy children, visitors and/or dogs within their units/
- (3) No noise is allowed between 00h00 (12:00 am) and 06h00 (6:00 am).
- (4) Construction and/or use of power tools will only be allowed in the hours:
 - Mondays to Fridays 07h00 (07:00am) to 18h00 (18:00pm).
 - Saturdays 9h00 (09:00am) to 17h00 (17:00pm).
- (5) NO construction and/or use of power tools will be allowed on Sundays.
- (6) Owners or occupants should use their radios, musical instruments and other devices in such a way that they are not a disturbance to other residents.

The National Environmental Management Act (NEMA) determines that noise will be regarded as noise any time of the day. The time frames mentioned in 15.3 above are therefore merely guidelines and the Trustees may therefore request compliance when any complaint is received.

22. Contributions (Levies)

Contributions are payable in advance by the owner or occupant before the seventh (7th) day of every month to Vision Properties. Payments can be done by stop order, debit order or electronic funds transfer.

Account name: Burkea Park Sec54(1)

Bank: First National Bank

Branch code: 250655

Account Number: 62815038379

Branch: Lynnwood

An arrears and collection procedure with debt collection fees, legal costs and interest as approved by the trustees shall apply in respect of all arrears accounts

23. General Owner & Occupant's Responsibility

- (1) An owner/occupant must:
 - (a) repair anything that is broken in his/her unit and keep it clean;
 - (b) not use, or permit the usage of, his/her unit and/or the common area in such a manner that it is a nuisance to any other residents in the complex; immediately inform the Body Corporate of a change in ownership of his/her unit or any action in this regard;
 - (c) immediately inform the Body Corporate of a change in ownership or occupancy of his/her unit or any action in this regard;

- (d) may not erect any structure or renovate the building or his/her exclusive usage area without the prior written permission of the Trustees.
- (e) take responsibility for the conduct of occupants, employees, contractors, guests and/or visitors and, should these persons transgress any of these rules and/or damage or litter the communal area, that owner shall be liable for the payment of any penalty or fine imposed by the trustees in terms of these Conduct Rules and must, where applicable, repair the damage to the satisfaction of the Trustees, and shall bear the costs thereof.
- (f) Immediately report any defect or damage observed on the common property or anything that may cause harm to the residents or the body corporate to the caretaker, the trustees or to the managing agents, and likewise report any conduct that may constitute a transgression of these rules.

24. Use of sections

It is specifically recorded that all sections in the complex and scheme are zoned "Residential 2" (i.e. residential dwellings) and the use thereof for business purposes, inclusive of it being used as boarding facilities, hostels, motels, hotels, guest houses, and/or the use thereof as Airbnb facility or any form of short-term letting for periods of less than three (3) consecutive months, and the like, is strictly prohibited and shall not be permitted.

25. Interpretation of rules

The interpretation of these rules shall be at the discretion of the Trustees and their decision is final, save as may be directed otherwise by CSOS, a court having jurisdiction or other competent authority.

26. Penalty clause

The trustees are, in addition to any other action that may be taken in law, authorised to impose penalties for any transgression of these rules, and the amount of the penalties which may be imposed are as set out in the attached Schedule. In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Trustees/Managing Agent:

- (i) First transgression: A warning letter will be sent to the member, specifying the nature of the breach and demanding him/her to remedy the breach where applicable, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned.
- (ii) Second transgression or disregard of warning letter: A letter of demand incorporating a penalty will be sent to the member, specifying the nature of the breach and demanding him to remedy the breach where applicable, within a period stipulated in terms of the letter of demand and which demand period shall be reasonable depending on the nature and/or urgency of the matter concerned.
- (iii) Should the member fail to adhere to the demand letter and to remedy the breach and/or to pay the fine or penalty, then, unless written objection is received from the owner concerning the alleged contravention within ten (10) days from the date of the warning letter or letter of demand, as the case may be, the prescribed penalty shall be implemented and shall be recovered from the member concerned. Furthermore, should the owner fail to carry out repair work in respect of any damage caused as part of the offence, the Trustees shall be entitled to appoint a contractor to carry out that work and to recover the cost thereof from the owner.
- (iv) If the transgression or payment of the penalty/fine is disputed and upon receipt of any written objection from the Member, a Committee of 2 (two) members appointed by the Chairman for this purpose, shall convene a meeting with the Member within a period of 10 (ten) days, or as soon as reasonably possible after receipt of the objection notice, to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the Chairman of the Committee shall direct; provided that the rules of natural justice shall be observed and that the Member shall be entitled to present his objection and to call witnesses.

(v) The decision of the Trustees/Committee shall be final unless objected to in writing within 10 (ten) days from notification of their decision.

(vi) Should the Member refuse to accept the decision of the Committee on any matter, such dispute shall then be referred to Ombud for Community Schemes in terms of the provisions of the relevant legislation; Provided that the Board of Trustees shall in their sole discretion be entitled to refer the matter to an attorney to be handled in terms of such legal process as the Board may deem fit.

(vii) Any fine imposed upon any Member will be deemed to be a debt due by the Member to the Body Corporate and shall be recoverable by ordinary civil process, and in the event of the Ombud or a court of law ruling against the member after referral in terms of (vi) above, the cost order granted by the Ombud or court in respect of such referral will be deemed to be a debt due by the Member to the Body Corporate and shall be recoverable by ordinary civil process.

SCHEDULE

The procedure and penalties that may be imposed in terms of this clause of the Conduct Rules by the Trustees for transgressions of the said Rules, shall be as follows:

<i>First transgression notice</i>	<i>Second transgression notice</i>	<i>Third transgression notice</i>
<i>In writing to member or occupier</i>	<i>In writing to member or occupier</i>	<i>In writing to member or occupier</i>
<i>Explain transgression (offence)</i>	<i>Explain transgression (offence) – relates to the same offence as the first offence.</i>	<i>Explain transgression (offence) – relates to the same offence as the first and second offences</i>
<i>Advise to stop and inform that a penalty may be imposed for further offences.</i>	<i>Advise to stop and inform of penalty imposed; inform that a higher penalty may be imposed for further offences</i>	<i>Advise to stop and inform of penalty imposed; inform that dispute will be referred to CSOS if further offences occur.</i>
<i>Give timeframe</i>	<i>Give timeframe</i>	<i>Give timeframe</i>
<i>Member or occupier may dispute offence.</i>	<i>Member or occupier may dispute offence</i>	<i>Member or occupier may dispute offence</i>
<i>Meet with board of trustees</i>	<i>Meet with board of trustees</i>	<i>Meet with board of trustees</i>
<i>No penalty/fine may be imposed.</i>	<i>Penalty/fine of R1 000,00 may be imposed</i>	<i>Penalty/Fine of R2 000,00 may be imposed</i>