

THE BODY CORPORATE OF

BOSCHEN PARK

SS NO. 518/2008

CONDUCT RULES

[Section 10(2)(b) of the Sectional Titles Schemes Management Act, No 8 of 2011]

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1. PRELIMINARY:

The Rules contained in this schedule shall not be added to, amended, or repealed except by special resolution of the Body Corporate in accordance with Section 10(2)(b) of the Sectional Titles Schemes Management Act, No. 8 of 2011.

2. USER: (refer to rule 21.10.13)

2.1 When the purpose for which a section is intended to be used, is shown expressly or by implication on or by the registered sectional plan, an owner or occupier shall not use or permit his section to be used for any other purpose.

2.2 The flats shall be used solely for residential purposes only.

2.3 No more than two persons per bedroom may reside in any unit on a permanent basis. Permanent is determined as 30 days or longer.

2.4 The parking bays shall be used solely for parking a motor vehicle.

3. BINDING NATURE:

3.1 The provisions of the Act, the rules and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and/or any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant and shall include liability for cost for any type of damage to the common property.

3.2 The cost incurred for any additional administration or legal costs with regards to any contraventions of the said Act or rules will be for the owners account in full.

4. ANIMALS, INSECTS, REPTILES AND BIRDS (PETS): (refer to rule 21.10.1)

4.1 No owner, lessee or occupier of a section shall keep any animal, insect, reptile or bird (pet) in a section or on the common property. Subject to sub-rule (6) hereunder, the trustees shall not have the authority to consider or grant any applications whatsoever.

4.2 Notwithstanding sub-rule 4.1, all owners and occupiers of sections who obtained the written consent of the trustees before date upon which this Conduct Rule came into operation, shall be allowed to keep the specific animal, reptile or bird (pet) in respect of which the consent was given, subject to any reasonable conditions that may be imposed from time to time by the trustees. The permission to keep the pet shall expire upon its death and the owner, lessee or occupier concerned shall not be allowed to replace such pet.

4.3 Any approval previously granted in terms of sub-rule 4.2 shall be subject to the following:

4.3.1 Owners, lessees and occupiers of sections shall ensure that their pets do not cause a nuisance to other occupiers of sections.

- 4.3.2 Any conditions imposed or rules applicable at the time when such consent was granted.
- 4.3.3 Any further reasonable conditions imposed by the trustees from time to time.
- 4.4 If a pet causes a nuisance to owners, lessees or occupiers, or if any of these rules or conditions imposed by the trustees are contravened, the trustees may withdraw their approval upon which the owner, lessee or occupier shall remove his or her pet from the section and the common property.
- 4.5 Should an owner, lessee or occupier fail to adhere to the above, the trustees may apply to the Community Schemes Ombud Service ('CSOS') for an award, or to a Court having jurisdiction for an order or interdict, for the removal of a pet from a section and the common property, and the owner of the relevant section shall be liable for the costs relating to such application, including such costs as are referred to in Management Rule 25(4).
- 4.6 Notwithstanding the provisions of this Rule the trustees may allow an owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog to keep that animal in a section and to accompany it on the common property, subject to such conditions as the trustees may from time to time impose.
- 4.7 Upon the breach of, or non-compliance with, the provisions of sub-rules 4.3.1, 4.3.2, 4.3.3 or 4.3.6 the owner of the relevant section may become liable for a penalty or penalties imposed under Rule 21.

5. REFUSE DISPOSAL: (refer to rule 21.10.2)

- 5.1. An owner or occupier of a section shall:-
 - 5.1.1 Maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area and or on such part of the common property as may be authorised by the trustees;
 - 5.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained and all such refuse must be placed in approved sealed plastic bags;
 - 5.1.3 Refuse bin and bags are not permitted to be placed on a balcony, walkway and any other place on the common property other than the refuse yard or room.
 - 5.1.4 An owner or occupier of a section shall not dispose of any refuse that the Municipality will not remove: e.g. masonry, broken furniture, carpeting, paint drums/tins etc.

6. VEHICLES & PARKING: (refer to rule 21.10.3)

- 6.1 No owner or occupier shall park or stand any motor 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; provided that
- 6.1.1 Motor vehicle is deemed to be a passenger vehicle or light delivery vehicle not exceeding 2000kg;
 - 6.1.2 All owners and occupiers shall complete an application form to register their motor vehicles with the trustees prior to the vehicle being permitted on the property;
 - 6.1.3 All such registered vehicles shall be issued with an official parking disc, which must be displayed on the front windscreen of such motor vehicle in a licence holder/sticker.
- 6.2 The trustees may wheel clamp, at the risk and expense of the owner of the vehicle, any vehicle parked in contravention of these rules on the common property. The release fee shall be R 700.00 or any higher tariff as may be required from time to time for such service.
- 6.3 Owners and occupiers of sections shall ensure that their vehicles do not drip oil or brake fluid on to the common property or in any other way deface the common property. The responsibility to clean any stains and/or to restore damage to the common property, rests with the owner or occupier concerned. In the event of an owner or occupier failing to properly clean or maintain his parking bay or other part of the common property, after the receipt of written notice to do so, the trustees shall be entitled to attend to such cleaning and/or maintenance at the expense of the owner of the unit concerned.
- 6.4 No owner or occupier shall be permitted to dismantle or affect repairs to any vehicle on any portion of the common property, exclusive use area or within a section.
- 6.5 Motor vehicles exiting from their garages and parking bays with obscured vision have the right of way of reversing out of such garages or bays.
- 6.6 No owner or occupier shall be permitted to drive a motor vehicle at more than fifteen 10 kilometres per hour on the common property roadway.
- 6.7 No owner or occupier shall drive a motor vehicle on the common property in a manner that may be dangerous, so judged by a trustee or any such person authorised by them, an owner and/or the managing agent.
- 6.8 No provision is made for visitors' parking within the complex boundaries.

7. ACCESS CONTROL:

- 7.1 There is a 24 hour access control system at the entrance and it remains the responsibility of the owners or occupiers to ensure that no-one gains access without obtaining permission from the occupier of such unit which the visitor is visiting.
- 7.2 Security Gate sensors may not be obscured with any kind of material to prevent the security gates from closing.

- 7.3 The owners are liable to pay the Body Corporate for the cost of access tags.
- 7.4 The Body Corporate will not be liable for such access tag becoming faulty and the replacement thereof shall be for the owner's account.

8. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:
(refer to rule 21.10.4)

- 8.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, or add onto any part of the common property without first obtaining the written consent of the trustees.
- 8.2 An owner or occupier of a section shall not erect any awning, pergola, garage door, shade cloth structure, air-conditioning unit, aerial, T V aerials, Satellite dish, safety gate to their front door, or burglar bars to their windows, without first obtaining the written consent of the trustees.
- 8.3 Notwithstanding sub rule (8.1 to 8.2), an owner or person authorised by him may install:-

- 8.3.1 Any locking device, burglar bars on the inside of the section for the protection of his section; or

- 8.3.2 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.

- 8.4 The owner or occupier of a section must keep a device installed under sub-rule 8.3 in good order and repair.
- 8.5 An owner or occupier of a section shall, when required to replace any part or element of their unit on the outside thereof (e.g. door handle, window frame, door frame, glass), replace such part or element with exactly the same as the original. If an exact match cannot be procured, the guidance of the trustees in where to procure such element, or alternatively their written approval to replace it with a similar part or element, must first to be obtained. The costs of replacement shall, if fault/negligence cannot be attributed to a particular party, be subject to the provisions of the Sectional Titles Act insofar as the median line of the item, improvement or structure is concerned.

9. APPEARANCE FROM OUTSIDE: (refer to rule 21.10.5)

- 9.1 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, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 9.2 No owner or occupier of a section is permitted to use any stoep or balcony for storage purposes. Stoeps and balconies shall be kept neat and tidy at all times. Should a balcony or stoep appear displeasing or undesirable, in the opinion of the trustees, a fine may be imposed upon the owner concerned.

10. SIGNS AND NOTICES: (refer to rule 21.10.6)

- 10.1 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, within a section and or on the municipal verge (pavement), so as to be visible from outside such section or property, without the written consent of the trustees first having being obtained.
- 10.2 Show Flats are permitted on a Saturday or Sunday only subject to the following conditions.
- 10.2.1 Signage is allowed on show days to clearly mark the show house.
- 10.2.2 The signage of the show house may be set up on the day of the show house from 12h00.
- 10.2.3 The signage of the show house must be removed immediately after the show house ends and no later than 18h00 on the same day.
- 10.2.4 Signage that is erected in terms of these rules may not be attached to any part of the said buildings of the complex.
- 10.2.5 The trustees reserve the right to remove any signage that does not conform to these Conduct Rules.

11. LITTERING: (refer to rule 21.10.7)

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

12. LAUNDRY: (refer to rule 21.10.8)

- 12.1. 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 .
- 12.2. Washing may not be placed on the balcony so as to be visible from outside the buildings or from any other sections
- 12.3 The laundry room is located next to the refuse room and has coin-operated washing machines and tumble dryers. The maximum load is 7.0kg per machine. All owners and occupiers must ensure that:-
- 12.3.1 the laundry room light is switched off when exiting the laundry room.
- 12.3.2 the washing machines and tumble dryers may not be used for any other purpose other than for washing and drying clothes.
- 12.3.3 the tumble dryer lint filter is cleaned after each load.
- 12.3.4 the user is responsible for ensuring that their waste material is disposed in the waste bin.

- 12.3.5 Owners and residents must ensure that their washing is removed promptly from the machines after the completion of such a cycle.
- 12.4 The washing machine operates with coins and the cycle time duration is 35 minutes.
- 12.5 The tumble dryer operates with coins and the cycle time duration is 60 minutes.
- 13. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS:**
(refer to rule 21.10.9)

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.

14. LETTING OF UNITS: (refer to rule 21.10.11)

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.

15. ERADICATION OF PESTS: (refer to rule 21.10.12)

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

16. PAYMENTS OF LEVIES:

- 16.1 The owner is responsible for the payment of their monthly levy monthly in advance, by the 1st day of each month.
- 16.2 Should any owner experience any discrepancy with regards to monies indicated on their levy statement, such owner must provide a written explanation of the discrepancy to the managing agent by no later than the 7th day of the applicable month.
- 16.3 Any owner, who chooses to pay their levy by way of depositing such payments into the Body Corporate's bank account, and such levies are not reflected such owner's levy statement the following month, must confirm such payments by means of providing a copy of the deposit slip, as proof of payment, to the managing agent.
- 16.4 An owner shall be liable and pay all legal costs [as provided for in management rule 25(4)], collection commission, expenses and charges incurred by the body corporate in obtaining the recovery of arrear levies, or in enforcing compliance with these rules.

- 16.5 An owner shall be liable and pay the additional administration charges for any contravention/s of these Conduct Rules contravened by the owner or occupier.
- 16.6 The trustees shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine.

17. FIRE FIGHTING EQUIPMENT: (refer to rule 21.10.15)

The owner of a section shall ensure that their occupants and visitors do not tamper or use any fire hose reel or fire extinguisher other than in an emergency fire situation in terms of the fire regulations of the Municipality.

18. NOISE AND DISTURBANCE: (refer to rule 21.10.10)

- 18.1 An owner or occupier shall not create any disturbance or noise in his section, or on the common property, or within the exclusive area, which in the opinion of the trustees or their authorised representative(s), disturbs occupants of other apartments at any given time. (This includes noise from music, people, motor vehicles, motorcycles, exhaust silencers, hooting, and excessive motor vehicle idling and revving, and owners' or occupiers', or their visitors' talking, stamping, and laughing).
- 18.2 Certain modes of transportation when utilised (e.g. roller blades, roller skates, skateboards, etc.) cause noise and disturbances when used within the complex, damage to tiles, e.g. on walkways, stoeps and balconies, damage to the ramp leading to the basement and is a safety risk around vehicles parked or being driven within the complex. No such modes of transportation may be utilised within the boundaries of the Boschen Park complex.

19. BRAAIS: (refer to rule 21.10.13)

- 19.1 No Fires or Braais are permitted on the common property or balconies other than the allocated braai area or exclusive use garden areas.

20. GARDENS: (Refer to rule 21.10.14)

- 20.1 The owner or occupier of any section shall not interfere with flora, wild or cultivated, growing on the common property other than the exclusive use yard areas allocated to such owners.
- 20.2 Owners or occupiers shall ensure that such areas are not despoiled in any way.
- 20.3 Should any plant or tree grow onto an adjoining section, the owner shall be obliged, if called upon, to prune such plant or tree to the satisfaction of the trustees.
- 20.4 Palisade fencing on the perimeter boundary walls may not be obscured with shade cloth. Only trellis and creepers may be erected and used.

21. IMPOSITION OF FINES

- 21.1 If the conduct of an owner or occupier of a section or his or her family members, guests, visitors, workers or contractors constitute/s a nuisance in the opinion of the trustees or their authorised representative(s), or is a contravention of a provision of the Act, or of the management rules or conduct rules, the trustees may:
- 21.1.1 by written notice inform the owner and/or occupier (if applicable) of the nuisance or contravention and warn the owner and/or occupier (if applicable) that if he or she or they fail/s to remedy the contravention and/or if he or she or they persist/s in such conduct or contravention, a fine will be imposed on the owner and/or the occupier of the section (if applicable), or
 - 21.1.2 by written notice, after a warning had been issued in terms of sub-rule 21.1.1, impose a fine on the owner and/or occupier (if applicable) of a section, which written notice shall state the reasons for the imposition of the fine.
- 21.2 The fine imposed in terms of sub-rule 21.1.2 above shall be effective (due and payable) on the date of the written notice, and must be paid within 30 (thirty) days of the date of the written notice.
- 21.3 The trustees may from time to time determine the amounts of fines in respect of the various contraventions and in respect of first and successive contraventions, subject to the directions that may be given or the restrictions that may be imposed by the owners in general meeting. The amounts of the fines may not be equal to or more than the monthly levy due in respect of the primary section concerned.
- 21.4 An owner and/or occupier of a section may lodge an objection or petition against the fine imposed with the trustees, by written notice to the trustees within 14 (fourteen) days of date of the imposition thereof stating the reasons for the objection or petition.
- 21.5 Upon receipt of the objection or petition, the trustees may:
- 21.5.1 withdraw or reduce the fine, or
 - 21.5.2 by written notice to the owner and/or occupier (if applicable) schedule a hearing before the trustees (which shall be in their discretion as regards to determining when the said meeting shall take place, and shall be final provided that the owner is informed of the purpose, date and time of the meeting and the invitation to attend is sent to the owner) for the purpose of considering the objection or petition.
- 21.6 At the hearing referred to in sub-rule 21.5.2 above, the owner or occupier (if applicable) shall have the right to be present, and to be assisted or represented by another person and to:
- 21.6.1 give evidence;
 - 21.6.2 be heard;
 - 21.6.3 call witnesses;

- 21.6.4 cross-examine any person called as a witness in support of the charge and to have access to documents produced in evidence, but except in so far as may be permitted by the chairperson, he or she may not participate in the affairs of or voting at the meeting.
- 21.7 Upon the conclusion of the hearing, the trustees shall deliberate the evidence and if so resolved by way of vote of at least a majority of the trustees present at the meeting, with a minimum of two trustees, they may:
 - 21.7.1 uphold the fine, or
 - 21.7.2 withdraw or reduce the fine
- 21.8 Should the owner be found guilty of the said contravention and/or fine the owner will be responsible for the cost incurred by the body corporate pertaining to the Managing Agent, attorney or any other person employed to advise the trustees accordingly.
- 21.9 Should the owner fail to attend the hearing, the trustees may, in their sole discretion, continue with the meeting.
- 21.10 Fines imposed per incident or per month as indicated and as determined by the trustees from time to time in terms of sub-rule 21.1.2:
 - 21.10.1 Animals, reptiles, birds and pets (monthly fine) R500 (refer to rule 4);
 - 21.10.2 refuse disposal R1 000 (refer to rule 5);
 - 21.10.3 parking, driving and dripping of vehicles R1 000 (refer to rule 6);
 - 21.10.4 damage, alterations and additions to the common property and structural alterations within a section without the written approval of the trustees, replacing a part or element of a unit on the outside of a unit with a part or element not exactly matching the replaced part or element R1 000 (refer to rule 8);
 - 21.10.5 appearance from the outside and obstructions to the common property (monthly fine) R1 000 (refer to rule 9);
 - 21.10.6 signs and notices (monthly fine) R500 (refer to rule 10);
 - 21.10.7 littering R500 (refer to rule 11);
 - 21.10.8 laundry R500 (refer to rule 12);
 - 21.10.9 storage of flammable material and other dangerous acts (monthly fine) R1 000 (refer to rule 13);
 - 21.10.10 nuisance, disturbance and inconvenience R500 (refer to rule 18);
 - 21.10.11 letting and occupancy (monthly fine) R1 000 (refer to rule 14);
 - 21.10.12 eradication of pests R500 (refer to rule 15);
 - 21.10.13 usage of sections, exclusive use areas, common property and related matters (monthly fee) R1 000 (refer to rule 2 and rule 19);
 - 21.10.14 gardens R500 (refer to rule 20);

21.10.15 fire-fighting equipment R1 000 (refer to rule 17).

22. NOTICES

- 22.1 Any notice to an owner or occupier of a section in terms of these rules, will be regarded as having been properly given if such notice is:
- 22.1.1 delivered to the owner or occupier by hand, in which event it shall be regarded as having been received on delivery;
 - 22.1.2 delivered by registered post to the owner of the section to his or her *domicilium citandi et executandi* and to the occupier to the address of his or her section, in which event it shall be regarded as having been received on the 4th day after the date of postage;
 - 22.1.3 delivered to the owner or occupier by fax or e-mail to the fax number or e-mail address of the owner or occupier, in which event it shall be regarded as having been received on the date of transmission.
- 22.2 In all instances where a notice is sent to the occupier of a section in terms of these rules, a copy of the notice shall also be sent to the owner of the relevant section.

23. CREATION OF EXCLUSIVE USE AREAS (STOEPS)

- 23.1 In terms of sections 10(7) and 10(8) of the Sectional Titles Schemes Management Act, No 8 of 2011, (the Act), the body corporate hereby confers the rights of exclusive use of parts of the common property upon members of the body corporate, being the registered owners of sections ('the Owners'), as stipulated hereunder.
- 23.2 The parts of the common property referred to in 23.1 above, are the areas marked "S1", "S2", "S3", "S4", "S5", "S6", "S12", "S13", "S14", "S15", "S16" "S17" and "S18", on the Plans marked "A" attached to these rules, being layout plans drawn to scale of the affected parts of the common property.
- 23.3 The areas referred to in sub-rule 23.2 above are to be used as stoeps and for no other purpose.
- 23.4 The said exclusive use areas are to be allocated to the Owners of sections (Linked Sections) as indicated on the annexed "Schedule B".
- 23.5 Upon the transfer of a Linked Section, the new Owner shall automatically acquire the right of exclusive use of the stoep.
- 23.6 The exclusive use areas created, allocated and held in terms hereof, shall be regarded as exclusive use areas for the purposes of:
- 23.6.1 the imposition and recovery of additional levies, as contemplated in section 3(1)(c) of the Act;
 - 23.6.2 the usage thereof by the Owner of the Linked Section to the exclusion of other owners and occupiers;

- 23.6.3 the authority of the body corporate to consider and allow or refuse the erection, installation or placement of any structure or building improvement on the exclusive use area, as contemplated in Management Rule 30(g);
 - 23.6.4 the duty of the Owner of a Linked Section to keep his or her the exclusive use area in a clean and neat condition, as stipulated in section 13(1)(c) of the Act; and
 - 23.6.5 the duty, hereby imposed upon of the Owners of the Linked Sections, to properly maintain their exclusive use areas, including all structures, items and building improvement thereon, and to keep them in a state of good repair.
- 23.7 Should the Owner of Linked Section fail to properly repair, maintain or clean his or her exclusive use area as provided for in sub-rules 23.6.4 and 23.6.5 above, and any such failure persists for a period of fourteen (14) days after the giving of written notice to repair, maintain, clean or attend to such area, given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the Owner's failure and to recover the costs of doing so from such Owner; provided that in the case of an emergency, no notice need be given to the Owner concerned.
- 23.8 The Owner or occupier concerned shall allow the trustees, or any such person appointed by them, access to and across their exclusive use areas for purposes of any maintenance or repairs to be effected by the body corporate in terms of the Act, Management Rules or these Conduct Rules.
- 23.9 The exclusive use rights created in terms hereof may not be altered by way of an amendment of these rules without first obtaining the prior written consent of the Owners of the Linked Sections affected thereby.

Schedule "B"
ALLOCATION OF EXCLUSIVE USE AREAS

With reference to the Plans marked "A", the exclusive use areas (stoeps) are hereby allocated as follows:

Exclusive Use Area	Linked Section
S1	1
S2	2
S3	3
S4	4
S5	5
S6	6
S12	12
S13	13
S14	14
S15	15
S16	16
S17	17
S18	18