



Annexure 9
BODY CORPORATE
CONDUCT RULES



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INTRODUCTION

- A. The Conduct Rules which are set out below are binding on all owners and all persons occupying any section/property who, in turn, are responsible for ensuring that members of their families and their tenants and invitees comply with them.
- B. Happy and satisfying community-living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy community.
- C. In the event of annoyance, aggravation or complaints occurring between owners or occupants an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties only, then it should be brought to the notice of the trustees in writing. The Trustees may require that a complaint be submitted to them in the form of an affidavit, before they will consider it.
- D. In the event of any conflict between the Conduct Rules and the Management Rules the Management Rules shall prevail.
- E. Interpretation – In these Conduct Rules a word or expression to which a meaning has been assigned in the Sectional Titles Act, 1986 and Regulations bears that meaning, unless the context otherwise indicates.
- F. The development falls within the ambit of the Outeniqua sensitive coastal area and therefore all indigenous forest vegetation must be protected. Hence, there will be strict adherence to the provisions of the National Forest Act, 84 of 1998, at all times by all parties entering and/or staying upon the development.

ANIMALS, REPTILES AND BIRDS

- 1. No owner shall be allowed to keep pets/animals/ reptiles or birds of any description in the section or upon any part of the development.

REFUSE DISPOSAL

- 2. (1) An owner or occupier of a section shall--
 - (a) maintain in an 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;
 - (d) when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph (a).

VEHICLES

- 3. (1) Subject to 6.5 below, 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) 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) Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its Agents or any of their employees for loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the property.
- (4) 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 area or in a section.
- (5) Only one vehicle per unit is allowed inside the development, subject to clause 6.11 below.
- (6) Owners or occupiers of sections shall observe and shall ensure that their visitors and guests –
 - 6.1 observe any road signs on the common property;
 - 6.2 do not exceed the 5 km/h speed limit;
 - 6.3 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the trustees not to be in the interest of safety; and do not allow any unlicensed person to drive any vehicle within the common property;
 - 6.4 Hooters shall not be sounded within the common property other than in emergencies;
 - 6.5 Vehicles may be parked only on such areas of the common property as are specifically indicated or approved by the Body Corporate for that purpose and in such a way that the flow of traffic and access to and access from the parking bays is not obstructed. One vehicle may not occupy two parking bays;
 - 6.6 Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid onto the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the trustees, and with their prior written consent;
 - 6.7 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Trustees;
 - 6.8 No person may dismantle or effect major repairs to any vehicle on any portion of the common property;
 - 6.9 The Trustees may instruct the removal or towing away, at the risk and expense of the owner of any vehicle parked, standing or abandoned on the common property in contravention of these rules;
 - 6.10 Owners or guest may only park their vehicle in the designated parking areas.
 - 6.11 Residents must get permission from Management for a second vehicle.
 - 6.12 Visitors may only park in the open parking areas if available.



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DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

4. (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.

- 4.3 Before any authorised structural alterations are undertaken the period within which the work must be completed must be agreed with the Trustees and must be adhered to. A deposit may be called for and will be forfeited if the work is not completed by the agreed deadline or if the common property is damaged.
- 4.4 Any alterations shall be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring sections.
- 4.5 Subject to Section 39 no alterations, additions or decorations to the exterior of the sections, including radio/television aerials, or to exclusive use areas or to any other portion of the common property may be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent. Should there in the opinion of the Trustees be a possibility that an alteration or addition may affect the strength of the structure or any servitude as defined in Section 28 of the Sectional Titles Act, 1986 the Trustees may require a certificate signed by a practising civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting their consent to such alteration or addition.
- 4.6 Requests for consent in terms of Section 41 shall be made in writing to the Trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.
- 4.7 An owner or occupier of a section shall be obliged to maintain all alterations, conditions, and/or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 4.8 If an owner or occupier of a section fails to comply with provision of Rule 43 and such failure persists for period of 30 days after written notice to repair or maintain given by the Trustees or the managing agents, the body corporate shall be entitled to remedy the owners failure in question in such manner as it deems fit and to recover the cost of so doing from such owner.
- 4.9 Notwithstanding any approval granted by the Trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of owner or occupier of the section concerned to obtain any such necessary permit or approvals.
- 4.10 Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in performing any work on the common property or common services, the owner or occupier concerned shall be liable for any additional costs incurred by the Body Corporate in the performance of such work.

- 4.11 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, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

APPEARANCE FROM OUTSIDE

5. 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.

SIGNS AND NOTICES

6. 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 being obtained.

LITTERING

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 buns, food scraps or any other litter whatsoever.

LAUNDRY

- 8.1 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.
- 8.2 Any washing hung out to dry is at the sole risk of the owner thereof;
- 8.3 Occupier/owner and guests must consider other occupants' washing on washing lines;
- 8.4 No washing may be hung on veranda railings.

STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

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.

LETTING OF UNITS

10. All Occupiers/owners and guests 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.



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ERADICATION OF PESTS

11. 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 authorised 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.

PRIVATE GARDENS

12. None of the owners shall be allowed to construct or maintain a private garden area/vegetable patch of any nature within the development, as the indigenous forest vegetation is to be kept intact as far as possible and to maintain strict compliance with the National Forest Act, 84 of 1998.

FIREWORKS, NOISE & CONDUCT

- 13.1 No Fireworks of any form or nature will be allowed.
- 13.2 Occupiers/owners and guests may not make excessive noise or play music that may be a disturbance.
- 13.3 No noise may be made between 22:00 and 08:00 of every day of the week and no noise on Sundays.
- 13.4 Music from vehicles will not be allowed.
- 13.5 An owner or occupier of a section shall ensure that he and his visitors and guests do not make or cause undue noise.
- 13.6 At all times Occupiers/owners and guests, their employees and visitors shall conduct themselves on the property and in their units in an orderly manner, so as not to breach the Rules – and this responsibility lies with the Owners or guests.
- 13.7 No bad language, bad behaviour, threatening or fighting in whatever form will be tolerated.

The Trustees reserve the right to impose fines or penalties in cases where residents do not adhere to the Rules.

PAYMENTS TO THE BODY CORPORATE

- 14.1 All levies and other miscellaneous debits are due and payable on or before the 7th day of each month.
- 14.2 The Managing Agents charge an administration fee of R100-00 to members who are in the arrears as at the 15th calendar day of each month.
- 14.3 Any owner who is persistently in arrears with his levy or electricity payments shall be obliged, at the request of the Trustees, to lodge a deposit of an amount at the discretion of the Trustees.
- 14.4 In addition to the above, the Trustees shall have the right to:
 - 14.4.1 Proceed with any right the Body Corporate may have in Law, for the recovery of any amount due.
 - 14.4.2 Suspend any or all other services to the relevant Unit for such time as they may consider necessary.
 - 14.4.3 Bar the residents of a Unit in arrears, from using facilities of the complex.
 - 14.4.4 All deposits may, at the discretion of the Trustees, be applied to any amount outstanding, but in such event, the relevant Owner in the required amount shall immediately reinstate the deposit.

- 14.4.5 In the event of legal action being required to be instituted against an Owner/resident, such Owner/resident accepts payment of all legal costs on an attorney/client scale.

PENALTIES

- 15.1 The Trustees of the Body Corporate shall be entitled to impose penalties within their discretion on any owner who refuse or fail to adhere to the provision and/or decisions by the Board of the Body Corporate. The penalties shall be added to the monthly levy and regarded for all purposes as levies to be paid immediately and on month-end by the relevant owner. Failure to adhere or pay such penalties shall be regarded as non-payment of the monthly levies and the Body Corporate shall be entitled to take legal steps for the collection thereof.
- 15.2 The board of Trustees may adjust fines from time to time.
- 15.3 Occupiers/owners and guests will be held responsible for their visitors and be fined for their visitors' misconduct.

DIVISIBILITY

16. Notwithstanding the manner in which the clauses in these Conduct Rules have been grouped together or linked, each of them constitutes a separate and Independent clause, severable from each of the other clauses in regard to all aspects thereof. Accordingly, should one or more of the clauses be declared unenforceable, the remaining clauses shall continue to be and remain in full force and effect. For the purposes of these Rules the term "clause" shall include all sub clauses.

ENTRANCE GATE/GUARDS

- 17.1 Entry to the complex can be gained via remote control.
- 17.2 An intercom system linking the individual Units to the security gate is not available. Visitors will not be permitted entry. Reception/Residents must open the gate for visitors.
- 17.3 Residents are not permitted to give their access gate remote to anyone at any time. Negligence of this rule will be viewed in the strongest light, since security is of utmost importance.
- 17.4 Should the Body Corporate employ a Security Guard, this Guard is under the control of the Operator and will be instructed to take orders only from the Operator.

GENERAL

- 18.1 The Body Corporate or its agents' representatives shall not be liable or responsible in any manner whatsoever for the receipt or the non receipt and delivery or non-delivery of goods, postal matter or other property.
- 18.2 No business or trade may be conducted on the common property or in the sections unless written approval is received from the Trustees.
- 18.3 No auctions or jumble sales may be held on the common property or in the sections.
- 18.4 No firearms or pellet guns may be discharged on the common property.
- 18.5 No stones or other solid objects may be thrown or propelled on the common property.
- 18.6 Moving of furniture or any heavy or bulky articles on the common property should be by prior arrangement with the Operator, if any, or a Trustee. Any damage caused to the common property shall be rectified at the expense of the owner or occupier of the section concerned.