

- B O L A N D P A R K -

“A lovely place in which to stay simply because the people who live here live by the rules”

CONDUCT RULES

This document contains the CONDUCT RULES of the BOLAND PARK SECTIONAL TITLE SCHEME as provided for in terms of Section 35 (2) (b) of the Sectional Titles Act, Act 95 of 1986, as amended, and will be referred to as “THE 2011 CONDUCT RULES”

1 Introduction

These rules of conduct replaces the previous Conduct Rules of Boland Park and will be known as **THE 2011 CONDUCT RULES**, and will be referred to hereunder as “The Rules”

The aim of these CONDUCT RULES is to ensure an undisturbed, peaceful and orderly co-existence between all who live in Boland Park, owners and tenants alike. The occupants of Boland Park, owners and tenants alike, commit themselves to a code of conduct that will in no way disturb or give offence to their co-occupants. This includes any kind of disturbance but especially refers to noisiness of any kind, especially the playing of loud music. Every occupant of Boland Park is entitled to peace and quiet in his or her own flat and anybody who jeopardizes this by contravening these conduct rules, will be severely acted against

The practical interpretation and enforcement of the rules are left to the discretion and powers of the trustees as appointed from time to time. Their powers include the issuing of warnings and appropriate fines and to do all things reasonably necessary for the enforcement of the rules, including the institution of legal proceedings. In cases of a severe disregard of these rules these legal proceedings might include proceedings for the eviction of the offending tenants

All occupants and owners of Boland Park will be given a copy of the rules. *No new occupant or owner will be allowed to move into Boland Park before signing a copy hereof.* These rules will serve as a written contract entered into between every occupant of Boland Park (tenant or owner) and the Body Corporate of Boland Park.

*A signed copy of this agreement/contract must be handed to the caretaker or the chairman to be kept in safe keeping **BEFORE** any tenant or new owner moves into Boland Park*

2 Letting agents

Owners who let their units through the services of letting agents must inform the Body

Corporate of Boland Park or the managing agent (presently OSRO) of the names and addresses of their letting agents

OSRO
PO Box 2000
Boston
7535

Tel 021 910 0707
Fax 021 910 4283

3 Levies

Levies are fixed at the yearly Annual General Meeting (AGM) and are payable at Boland Park's managing agents (OSRO) on or before the first day of every month. Preferably payments must be made electronically. Interest, at a rate as determined by the trustees from time to time will be charged on outstanding amounts. Any legal costs incurred in retrieving outstanding levies will be payable by the relevant owner on a scale as between attorney and own client including 10% collection commission

4 Newcomers

- 4.1 All new tenants moving into Boland Park or moving out of Boland Park must make the necessary arrangements with the Caretaker or the Chairman **BEFORE** moving in or out. The present Caretaker and Chairman are respectively Polla Roux (tel: 082 045 4523) and Pieter Simpson (Boland Park 1205, tel:082 774 0195)
- 4.2 Tenants moving in or out may only do so during the following times

Monday to Saturday:	09h00 - 17h00
Sundays and public holidays:	Not allowed

- 4.3 **BEFORE** moving in the tenant / owner has to sign the agreement / contract referred to in clause 1 and hand it to the Caretaker / Chairman
- 4.4 Tenants moving or out have to pay a moving-in-fee / moving-out-fee at the Managing Agent (OSRO) or the Caretaker, and the receipt must be handed to the Caretaker / Chairman
- 4.5 Only one elevator - the one assigned to you by the Caretaker - may be used for moving. The protective floor covering must be used at all times when goods are transported in the elevator
- 4.6 It is the sole responsibility of tenants / owners moving in or out to remove all cardboard boxes and other material used for moving, from the premises
- 4.7 People moving in or out of Boland Park are fully responsible for any damage to the property which may occur during the moving process

It is imperative that owners fully inform their tenants of the above since a fine of R500 will be summarily imposed on the owner in cases where the aforesaid rules are not adhered to. This includes arriving or leaving without prior arrangement with the Caretaker, moving in or out outside the designated times, not removing all moving materials, moving in or out without signing the agreement / contract with Body Corporate or without paying the moving in / moving out fee

5 Number of residents in a flat

The number of permanent or temporary residents per flat must **AT ALL TIMES BE RESTRICTED TO THE FOLLOWING:**

Two bedroom flat: 4 people
 One bedroom flat: 2 people
 Bachelor flat: 2 people

Please refer to clause 23.1

6 Access

- 6.1 Doors and gates giving access to the Boland Park premises or to the building itself may under no circumstances and for no reason be left open. Only the Caretaker or a trustee or someone authorised by them may leave a door or a gate open if there is reason to do so
- 6.2 Discs used to enter the premises or the building is for the sole use of residents and may under no circumstances be given to non-residents
- 6.3 A maximum of two discs per flat (two bedrooms) and one disc (one bedroom) will be issued and a deposit (which is from time to time decided on by the trustees) is payable to the Caretaker. On leaving Boland Park the disc must be returned and the deposit will be paid back. The same applies to the "remotes" used to open motor gates. In certain cases the trustees may decide to issue two discs to the occupants of a one bedroom flat. It is left in the sole discretion of the trustees to do so if they should deem it necessary
- 6.4 In the event of a disc being lost or stolen a fine will be imposed (over and above the initial deposit) before a new disc will be issued. (cf 23.1)
- 6.5 ***Under no circumstances may anyone allow a strange or unknown person to enter the security gates or doors with them or open the gates or doors for such persons. Persons who do so will be severely acted against and a fine will also be imposed (cf 23.1)***

7 Communal areas

- 7.1 Communal areas such as the foyer, the elevators, the passages, the garden, etc, must at all times be respected and kept clean. No litter may be strewn in the lifts, the building or anywhere on the premises. No dumping is allowed

Please refer to clause 23.1

- 7.2 The grounds and communal areas may not be used for recreational purposes such as ball games, partying, gatherings of any kind, as a playground for children, etc.
- 7.3 The foyer of the building and the veranda in front of the building may not be used as a resting place or gathering place or eating place or as a playground for children

8 Parking Rules

Apart from privately owned garages and under roof parking (the latter can be rented from the Body Corporate when available), there are also a number of secure parking bays available behind the security fences on the northern and southern sides of the building which can also be rented. The rules applying to the renting of these secure bays are as follows:

8.1 Permanent Bays

8.1.1 Bays may be rented on a permanent basis at a monthly rental as determined on the yearly AGM of the body corporate. The current monthly rental is **R100**

8.1.2 These bays are unmarked

8.1.3 ***The monthly rent will be added to the levy statement of the owner and in the case of tenants the owner in question must then recover these costs from his tenant***

8.1.4 *The arrangement as stipulated in 8.1.3 implies that the consent of an owner must be received before a permanent bay can be allotted to his tenant. Such consent can be sent to the Chairman or Caretaker by email, SMS, or telephonically*

8.1.5 Once the consent of the owner has been given, the applicant receives a green parking disc from the Caretaker on which the following appears:

- Reg no of the vehicle
- Flat number
- Date of issue
- Signature of the Caretaker / Chairman
- To protect the holder of such a disc, the name of the flat building will not appear on the disc

8.1.6 A remote control is available from the Caretaker at a fixed tariff. The amount paid is regarded as a deposit and can be reclaimed should the remote be handed in at a later stage. Remote controls are restricted to one per vehicle

8.1.7 Should the holder of a green parking disc discontinue the arrangement, the green parking disc must be handed in at Osro or the Caretaker. Osro will then notify the Chairman of the Body Corporate

8.1.8 Garage owners receive a white parking disc enabling them to make use of the security parking area from 07:00 to 19:00

8.1.9 ***The disc must at all times be clearly displayed in the windscreen of the vehicle. Where it is not done a notice will be stuck onto the vehicle and after one warning, the vehicle will be wheel clamped and a fine will have to be payed for its release. The same will apply where a vehicle is illegally parked, eg on a loading bay, a bay reserved for emergency vehicles or a bay reserved for the physically challenged, etc (cf clause 23.1). Where different vehicles are used, the disc must be moved from vehicle to vehicle***

8.2 Temporary Bays

8.2.1 When available, a temporary bay behind the security fence on the northern or southern side of the building can be rented from the Caretaker at an amount which is yearly decided on by the AGM (Currently **R5** per day)

8.2.2 Bays are not marked

8.2.3 Anyone wishing to acquire a temporary parking bay must pay the prescribed amount to the Caretaker who will issue him with a pink parking disc on which the following appears:

- Reg no of the vehicle
- Flat number
- Date of issue and expiry date
- Signature of the Caretaker
- To protect the holder of such a disc, the name of the flat building will not appear on the disc

8.2.4 Temporary remotes will not be available. Occupants who are visited or in whose flats work is being done must supply a temporary remote

8.2.5

The disc must at all times be clearly displayed in the windscreen of the vehicle. Where it is not done a notice will be stuck onto the vehicle and after one warning, the vehicle will be wheel clamped and a fine will have to be paid for its release. The same will apply where a vehicle is illegally parked, eg on a loading bay, a bay reserved for emergency vehicles or a bay reserved for the physically challenged, etc (cf clause 23.1). In cases where different vehicles are used the disc must be moved from one vehicle to another. No vehicle may ever be without a disc

8.3 Enforcement

8.3.1 Even though the Caretaker will be more directly concerned with the matter than anybody else, the responsibility for enforcing the above will rest **not only with the Caretaker but also with the Trustees or their delegates**

8.3.2 As far as possible, the parking rules will be strictly enforced

8.3.3 The use of stickers and wheel clamps was approved at the AGM of 2 August 2005

9 Repair work

Repair work to motor vehicles and motorcycles or any other kind of machinery is not allowed on any part of the communal area under any circumstances

10 Pets

Pets may only be kept if written permission has been obtained from the trustees. Each application will be dealt with on its own merits. In terms of a previous decision taken by the Body Corporate at an Annual General Meeting, the Trustees may not consider any application for the keeping of cats and dogs. Only a guide dog for the blind will be allowed

11 Laundry

11.1 Laundry may be hung out to dry on the roof of the building. The number of the roof key is available from the caretaker and own keys may be cut. However, the door leading to the roof, must at all times be kept locked. The security door will also be locked between 19:00 and 07:00

11.2

Laundry may be hung out on balconies but must not be visible from the outside of the building

12 Cleaning of balconies

When washing floors or walls of balconies care must be taken not to allow water to drip or flow onto balconies below. This implies that the outlets of the balcony being cleaned must be effectively sealed and that excessive water must not be used. Cleaning mops and other utensils may not be placed on the balconies in such a way that water drips onto the lower units

13 Curtains and blinds

The colour of curtains and blinds visible from outside must preferably be white or cream

Such curtains and blinds must at all times be clean and neat

Posters and similar materials may not be used to cover windows. In the case of complaints being received the resolution of the dispute will be left to the discretion of the trustees.
Cf clause 23.1

14 Barbeques

No barbeque fires or any other open fires are allowed in the building, on the roof, on the balconies or on any part of the communal property. Gas braais on balconies are not allowed. Smoke generated by such braais can be unpleasant for flats on higher floors and regular use of such braais in the same spot can also discolour the exterior of the building

15 Construction and building related activities

- 15.1 No building or building related activities may commence without written notice to the trustees
- 15.2 The notice must give a clear indication of when the work will commence and when it will be completed
- 15.3 For building work to be done in flats a deposit of R1,000 must be paid before commencement of the work to cover any damages to common property which may occur during and as a result of the building operation. The deposit will be paid back on completion of the work and after the Caretaker / trustees have made certain that all requirements have been met
- 15.4 Work may only commence after a signed undertaking had been given that the rules laid down by the owners for such work had been received, read and understood
- 15.5 Work may not exceed a period of 30 days without the written consent of the trustees
- 15.6 All such work must be carried out in close cooperation with the Caretaker (presently Polla Roux: 082 045 4523)
- 15.7 Building or building related activities may only be carried out between 09h00 and 17h00 from Mondays to Saturdays with no work being allowed on Sundays. Transgressors will be fined (cf clause 23.1)
- 15.7 Emergency work that has to be done after hours may only be done with the explicit permission of at least one of the trustees
- 15.8 Building rubble may not be dumped on the premises and the removal thereof is the sole responsibility of the workmen
- 15.9 Should the lifts be used for conveying building materials the following apply:
 - 15.9.1 No building material or rubble may be conveyed in the lifts without covering the floor of the lift with the rubber mat which has been bought for

- this purpose and which is available from the Caretaker
- 15.9.2 Heavy objects such as boxes of tiles, window frames, etc, must be carried and may not be dragged along the floors of either the lifts or the foyers
- 15.9.3 After using the lift for the above purpose it must be properly cleaned and left in a neat condition

15.10

The onus rests on owners to inform their workmen of the above rules and it is the owners who will be liable for any damages to lifts, floors, walls or any other part of the communal area

16 Smoking

Smoking in the foyer, the elevators, the passages, the stairwells or on the roof of the building is strictly forbidden. Cigarette butts may not be thrown in flower beds or flower pots or anywhere on the grounds

17 Refuse

- 17.1 Refuse must be placed in the refuse holders **in sealed plastic bags** in the designated boxes at the entrance to each flat **before 08:00** on the days on which the refuse is removed (presently Mondays and Wednesdays and Fridays)
- 17.2 No refuse, cardboard boxes, etc, may be placed in the passages, on the steps or stairwells or be dumped at any other place in the building or on the grounds. In the case of perpetrators being identified, fines will be imposed (cf clause 23.1)
- 17.3 **Nothing** may be thrown from balconies or windows, especially cigarette butts which constitute a serious fire hazard when thrown from above. Persons guilty of throwing any objects or cigarette butts from balconies or windows will be fined (cf clause 23.1)

18 Children

- 18.1 Children are not permitted to play in the passages, the lifts, in the foyer, on the stairs, in the gardens and least of all on the roof
- 18.2 Children of domestic workers may not accompany them when they are working in the flats. Exceptions may only be made with the explicit permission of the Trustees
- 18.3 Children may not play or tamper with the front door controls, the intercom system, the lifts or fire apparatus

19 Bicycles

Bicycles and motorcycles are not permitted in the building. A bicycle shed is available and use thereof must be arranged with the Caretaker. A monthly fee is payable which is determined by the trustees. A fine will be imposed in the case of bicycles being brought into the building (cf clause 23.1)

20 Appearance from outside

The owner or occupant 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

21 Storage of inflammatory material and other dangerous acts

An owner or occupant 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

22 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 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 cost of the inspection, eradicating of 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.

23 Fines

23.1 The following is a summary and list of all fines which will be imposed in terms of these Conduct Rules:

Moving in or out without prior notice (clause 4.1 above)	R500
Moving in fee (clause 4.3)	R 60
Overcrowding (clause 5)	R500
Losing access disc once (clause 6.4)	R200
Losing access disc more than once (clause 6.4)	R400
Dumping and / or wilful littering (clause 17.2)	R250
Wilful damage to property (excluding compensation for damage done)	R250
Throwing any objects from balconies or windows, including cigarette butts (clause 17.3)	R500
Bicycles / motorcycles in the building (clause 19)	R250
Rowdiness and excessive noise (clause 1) (First fine)	R250
Rowdiness and excessive noise (Second fine)	R350
Rowdiness and excessive noise (Third fine)	R500
Illegal parking / releasing of clamped vehicle (clauses 8.1.9 and 8.2.5)	R250
Building activities not done within the stipulated hours (clause 15.6)	R250
Allowing strangers into the building (clause 6.5)	R350
Curtaining other than prescribed (clause 13)	R250

23.2 The amounts of the aforementioned fines may be revised and amended at the yearly general meeting of the body corporate or by the trustees

23.3 The trustees may in their absolute discretion decide to waive a fine in any particular incident, should they be requested to do so

23.4 All fines will be imposed not on the tenants but on the owner of each flat and will be debited against his levy account as all owners accept liability in terms of these rules for the behaviour of their tenants

23.5 Should it be necessary to incur any legal costs to enforce any of these Conduct Rules, then the Body Corporate will be entitled to recover all their legal costs from the offending tenant/owner at a scale as between attorney and own client

ACKNOWLEDGEMENT OF RECEIPT:

I, the undersigned ,.....(full name), the owner/occupier of Flat No.....hereby acknowledge receipt of a copy of the aforesaid 2011 Conduct Rules and confirm that I have read the said rules, understand the implications thereof and regard the said rules as a binding contract between myself and the Boland Park Body Corporate

My further details are as follows:

Full Names

Tel no

Letting agency (if any)

Tel number and contact person at agency

No of people who will occupy the flat (cf page 3, rule 5)

Thus done and signed at on this day of 20.....

As witnesses:

1.

.....
Owner / Tenant

2.

The above conduct rules were drawn up in cooperation and in conjunction with the attorneys

Steyn and van Rhyn
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