

Final Draft
7 November 2023

Boardwalk Estate Rules

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1. Introduction

- 1.1 The most effective of all codes of conduct is the time-worn phrase: “do as you would have others do unto you”. If everybody living in the Estate will show the same due care and consideration for their fellow residents which they themselves expect then there will be no need for the application of these Estate Rules or the issuing of warnings or fines. Harmonious community living can only be achieved when residents use and enjoy both their own properties and the common property in a manner which respects and considers the rights of everybody else lawfully on the Estate. Compliance with these Estate Rules and general consideration by residents for each other will greatly assist in assuring a satisfied community.
- 1.2 In terms of the Association’s Memorandum of Incorporation the Board is given the power to make rules and to substitute, add to, amend or repeal such rules for the purposes of the management, control, administration and the use and enjoyment by owners of their properties and for the purposes of giving proper effect to the provisions of the Memorandum and for any other purpose which it deems appropriate.
- 1.3 Owners must fully acquaint themselves with the Memorandum, and with Estate Rules, as may be amended from time to time, and any other requirements of the Association and fully comply therewith at all times.
- 1.4 Owners must ensure that any other person authorised to be on the Estate by them fully comply with the Memorandum and these Estate Rules, as may be amended from time to time and with any other requirements of the Association at all times. The owner concerned shall also be responsible for any breach thereof by such person.
- 1.5 The Association, the Directors, the estate manager, and / or the Developer and any of their employees, servants or agents shall not be responsible or liable in any way for any loss or damage to any house/improvements, person or property howsoever and by whomsoever caused within the Estate, nor for any death or injury to any person, whether by any act or omission and all owners and persons shall waive any claims which at any time might arise in consequence of any act or omission aforementioned.

2. Definitions

- 2.1 unless the context otherwise requires:
 - 2.1.1. “Association” means The Boardwalk Estate Homeowners Association NPC;
 - 2.1.2. “Board” means the directors acting together as the Board of the Association;

- 2.1.3. "common property" means any portions in the Estate, including roads in the Estate owned or to be owned by the Association;
- 2.1.4. "common property improvements" means any buildings, structures, lights, landscaping, irrigation, driveways, parking areas, pathways, security installations and equipment located within the common property;
- 2.1.5. "common property services" means any roads, sewerage, potable water, electrical infrastructure and street lighting located within the common property;
- 2.1.6. "contractor" means a contractor appointed by an owner and such contractor's subcontractors, if applicable, to carry out any alterations/extensions and / or maintenance thereto;
- 2.1.7. "Design Rules" means any Architectural and Landscaping Design Rules issued by the Association from time to time in respect of any alterations to any houses;
- 2.1.8. "Developer" means Woodeast Properties Proprietary Limited registration number 1991/002945/07, its successors in title or assigns;
- 2.1.9. "Director" means any member of the Board of Directors of the Association including any alternate or co-opted Director;
- 2.1.10. "Estate" means The Boardwalk Estate to be established on the association area as defined in the Memorandum;
- 2.1.11. "estate manager" means any person appointed by the Board to undertake any of the functions of the Association;
- 2.1.12. "house" means the house forming part of the property improvements;
- 2.1.13. "Local Authority" means the City of Johannesburg Metropolitan Municipality;
- 2.1.14. "Memorandum" means the Memorandum of Incorporation of the Association, as amended;
- 2.1.15. "National Road Traffic Act" means National Road Traffic Act 93 of 1996, as amended;
- 2.1.16. "owner" means any person, company, closed corporation or trust reflected in the records of the Registrar of Deeds as the registered owner of a property;

- 2.1.17. "perimeter security installation" means any walls, fences and related security equipment enclosing the Estate;
- 2.1.18. "Plans" means the plans, specifications and related details required for the purposes of the construction of any alterations to any house/property improvements;
- 2.1.19. "Property" means any erf or portion thereof in the Estate registered in the name of an owner whether or not such erf or portion has been developed;
- 2.1.20. "property improvements" means any structure, swimming pool, boundary wall/fence, garden wall/fence, landscaping, irrigation, driveway, parking area, external paving/tiling/hard surfacing, external lighting, generator, solar or other panel, camera, post box, water or other storage tank, antenna/satellite/receiver dishes, solar panel/roof light, air conditioners/evaporative cooling/heat pump, burglar alarm, sound system and anything else situated on the property which is externally visible.
- 2.1.21. "repairman" means a service provider appointed by an owner to carry out short term ad hoc repairs and/or maintenance of the house/property improvements including but not limited to electricians and plumbers;
- 2.1.22. "security" means the security personnel, measures and systems put in place on the Estate by the Board from time to time;
- 2.1.23. "worker" means any person employed by a contractor and / or subcontractor.

3. Levies

Levies must be paid monthly in advance by no later than the first day of the month by means of an EFT directly into the Association's bank account or by way of a monthly debit order.

4. Incidents on the Estate

Any incident of theft and / or violence which contravenes these Estate Rules must immediately be reported to security who shall be entitled to take action as they deem fit including the ejection of persons from the Estate.

5. Use of houses/Property

- 5.1. No Property may be used for any purpose which does not comply with these Estate Rules.
- 5.2. The maximum number of persons permitted to occupy any house shall be the number of bedrooms in such house multiplied by two.

5.3. No person may engage in any activity, cause undue noise and / or conduct themselves generally so as to cause unreasonable interference with the use and enjoyment of any person on another Property or on the common property.

5.4. No harmful or inflammable substances shall be kept on any Property other than in such quantities as may reasonably be required for domestic purposes.

6. General use of common property

No person may engage in any activity, cause undue noise and / or conduct themselves generally when on the common property so as to cause unreasonable interference with the use and enjoyment by another person or animal also on the common property.

7. Business operations

No business operation may be conducted within the Estate without the prior written approval of the Board. The Board in its absolute discretion may decline or approve with or without conditions such applications. Any proposed business shall also comply with the conditions of the Local Authority and/or any other relevant authority having jurisdiction in the Republic of South Africa.

8. Letting of Properties

8.1. Owners, in letting their properties, must provide any lessee with a copy of the Memorandum and these Estate Rules which must also be annexed to the lease. A hard copy of any such lease and annexures must be filed with the Association and also emailed to the estate manager for the records of the Association prior to the lessee taking occupation of the Property concerned.

8.2. Until such time that the owner has furnished security and the estate manager with a copy of the lease and the lessee/s have complied with the relevant access requirement procedures as contained herein, such lessee/s shall not be entitled to access the estate on an ongoing basis.

9. Vehicles parked on the common property

- 9.1. No vehicle may be parked, stored or left unattended anywhere on the common property other than at places demarcated for such purpose.
- 9.2. No other vehicle/equipment used on a road including but not limited to trailers, boats, caravans and horse trailers may be parked at any place on the common property at any time.
- 9.3. Any vehicle parked or abandoned on the common property for a period exceeding 24 hours may be towed away at the risk and expense of the owner of such vehicle.

10. Access to / egress from Properties

- 10.1. Owners must ensure that no vehicles are parked by persons residing on or visiting his property in such a manner which impedes access to / egress from another Property.
- 10.2. Should this occur, and the offending owner not immediately remove the offending vehicle, the affected Property owner is entitled to instruct security to have the offending vehicle towed away at the risk and expense of the owner of the property that such vehicle is visiting.

11. Occasional use of sidewalk for visitor parking

- 11.1. In order to accommodate an occasional need by owners to provide visitor parking when entertaining guests, the owner concerned may apply to security for approval to allow such visitors to park on the sidewalk immediately abutting such owners Property provided such vehicles can be parked in such a manner so as avoid damaging the common property, the common property improvements and / or the common property services.
- 11.2. Any vehicles parked in terms of this arrangement may not be parked for a period exceeding 8 hours.
- 11.3. Security will keep a register of all such approvals granted so as to monitor that this visitor parking arrangement is not a regular occurrence as the parking of vehicles on sidewalks is not a desirable regular occurrence and hence the Board shall be entitled to revoke / restrict / limit this arrangement either as it relates to a specific Property or generally.

12. Trailers, boats, caravans and horse trailers

No trailers, boats, caravans, horse trailers and/or road going equipment other than motor vehicles may be parked on a Property unless they are concealed from view from the common property.

13. Firearms, Fireworks and Fires

13.1. The use of fireworks is prohibited.

13.2. The discharge of any firearm, air gun or dangerous weapon other than in self-defence is prohibited.

13.3. No fires are permitted except in an indoor fireplace or outside braai area.

14. Littering

Littering of any kind on the common property including the disposal of cigarette stubs is strictly prohibited.

15. The use of noisy machinery

15.1. No person may use any noisy machinery on any property including but not limited to lawnmowers, weed eaters, leaf blowers, chainsaws, lathes and woodworking machinery:

15.1.1. Before 07h00 or after 18h00 on Mondays to Friday

15.1.2. Before 08h00 or after 16h00 on Saturdays,

15.1.3. Before 09h00 or after 14h00 on Sundays and public holidays

16. Music/sound

No music/sound may be played from any property so as to cause or be likely to cause a nuisance or disturbance to any person on another Property and all noise control conditions of all relevant statutory authorities must be complied with.

17. Generators

17.1. Any generator located on a Property must not be visible from the common property, must be sound insulated and all noise control conditions of all relevant statutory authorities must be complied with.

17.2. The owner must make the necessary arrangement for the estate manager to inspect the generator and its intended location to ensure that the Design Rules are complied with.

18. Working hours for contractors and / or repairmen

18.1. Mondays to Fridays - 07h00 until 18h00.

- 18.2. In the case of emergencies the owner may approach security for consent to allow extensions to these times which consent shall be subject to the discretion of security.
- 18.3. Contractors must end work on the property not later than 17h30 so as allow sufficient time to leave the property in a neat and tidy condition and transport any workers to exit gate/gates for arrival by no later than 18h00.
- 18.4. In the case of any contractor undertaking the construction of the house/property improvements and any alterations/extensions and / or maintenance thereto which falls under the requirements of the Contractors Code of Conduct Agreement then the working hours as stated therein shall apply.

19. Operation of vehicles

- 19.1. No person shall drive a vehicle at more than 30kmph.
- 19.2. Vehicles may only be driven on roads within the common property and not on pathways or elsewhere on the common property.
- 19.3. Speed trapping may be undertaken as a method of recording the speed of vehicles travelling in the Estate.
- 19.4. No person may operate any vehicle unless he is the holder of a valid current driver's license for such vehicle issued under the National Road Traffic Act, as amended.
- 19.5. No person may operate any motorised vehicle , which is not registered as being legally permitted to operate on a public road and for which the person is the holder of a valid current driver's license issued under the National Road Traffic Act, as amended.
- 19.6. No person under the age of 16 may operate a golf cart.
- 19.7. No person may operate any vehicle whilst under the influence of alcohol or any drug even if prescribed by a medical practitioner, which may in any way impede his ability to properly control such vehicle.
- 19.8. No person may operate a vehicle in such a manner which constitutes a danger or a nuisance to any other person, animal or Property.
- 19.9. No person may operate a quad bike.

- 19.10. No person shall unnecessarily sound a hooter and / or cause a vehicle to cause unnecessary noise.
- 19.11. No vehicles may be repaired / maintained on the common property.
- 19.12. Vehicles must always give the right of passage to pedestrians, animals and bicycles irrespective of the circumstances concerned.
- 19.13. Any street signs shall have the same meaning as those used on public roads in the Western Cape and shall be obeyed by all persons at all times.
- 19.14. Should any person operate any vehicle / device, including a golf cart, in contravention of the Road Traffic Act, as amended, and / or any other relevant authority having jurisdiction in the Republic of South Africa, such person and / or the owner concerned shall take full responsibility for the consequence of such actions for himself and any other third party and fully indemnifies the Association, the Directors, the estate manager, and/or the Developer and any of their employees, servants or agents from any responsibility and / or recourse in this regard.

20. Bicycles

The riding of bicycles on the common property must be confined to roads and is prohibited on pathways and elsewhere on the common property.

21. Skateboards

The riding of skateboards anywhere on the common property is prohibited.

22. Domestic refuse

- 22.1. The collection and removal of domestic refuse will be carried out by the necessary service provider at the times and frequencies as determined by the Board and/or the said service provider, subject to the requirements of the local authority and at the cost of the owner.
- 22.2. Owners will be advised by email from the Association of the days/times of collection and the manner of sorting and preparing domestic refuse as applicable from time to time.
- 22.3. General household waste/refuse, glass, plastic and paper must be sorted into four different types/colour packets and then placed in wheelie bins.

22.4. Wheelie bins must be placed on the sidewalk next to the driveway of the property in the morning of collection day and then removed by no later than 17h00 after collection has taken place.

22.5. Owners shall be required to use wheelie bins as prescribed by the service provider.

23. Garden and other refuse

23.1. Each owner must make the necessary arrangements to have garden and other refuse removed from the Property on a regular basis and ensure that no excessive storage thereof remains on the Property.

23.2. Garden and other refuse may not be stored/placed on any sidewalks or anywhere on the common property and may not be visible from the common property.

24. Keeping and control of pets

24.1. Pets other than those owned by persons residing on the Estate are not permitted.

24.2. No more than two dogs per Property are permitted.

24.3. No more than two cats per Property are permitted.

24.4. All dogs and cats must wear a collar with a nametag indicating the owner's name and telephone number.

24.5. Aviaries are prohibited.

24.6. The keeping of pigeons, poultry, peacock, wild animals, livestock, snakes and/or reptiles are prohibited.

24.7. Dogs or cats found unattended without a tag indicating the owners contact details will be handed to an animal pound or the SPCA for keeping and the owner shall be responsible for all costs relating thereto.

24.8. Dogs must always be on a leash when on the common property and handled so as to prevent unreasonable interference with the use and enjoyment of persons when on the common property.

24.9. Dog handlers must carry a receptacle to remove any excrement from the dog when on the common property.

- 24.10. Dogs must be managed or kept inside in such a way as to prevent excessive barking so as to cause or be likely to cause a nuisance or disturbance to any resident on another Property and all noise control conditions of all relevant statutory authorities must be complied with.
- 24.11. Any Property on which dogs are kept must be walled/fenced (in accordance with the Design Rules) in such a way that the dogs are not able to access other Properties and/or the common property unless on a leash and under the control of a handler.

25. Access control residents and lessee/s, if applicable

- 25.1. Residents must contact security to register for access to the Estate and follow the procedure and requirements and pay any costs of such registration procedure.
- 25.2. Residents may be required to display disc on their vehicles at all times.
- 25.3. All security procedures and requirements in force from time to time must be strictly adhered to by all persons within or wishing to enter or exit the Estate.
- 25.4. Security shall be entitled to refuse entry or exit or eject any person from the Estate who does not comply with such security procedures and requirements.
- 25.5. Security shall be entitled to search any vehicles and/or persons entering or exiting the Estate.

26. Access control – visitors/repairman/delivery drivers

- 26.1. Visitors/repairman/delivery drivers wishing to enter the Estate on an ad hoc basis to visit a Property must comply with the requirements of security which will require such persons to prove their identity by showing a valid driver's licence/ identity book/passport and compliance with any applicable visitor enrolment system, if required and thereafter wait for authorisation to enter/exit.
- 26.2. All security procedures and requirements in force from time to time must be strictly adhered to by all persons within or wishing to enter or exit the Estate.
- 26.3. Security shall be entitled to refuse entry or exit or eject any person from the Estate who does not comply with such security procedures and requirements.

- 26.4. Security shall be entitled to search any vehicles and/or persons entering or exiting the Estate.

27. Access control contractors, workers and employees of owners working on a Property.

- 27.1. Contractor and their workers and employees of owners working on a property must register with security by means of biometric/other enrolment before being granted access to the Estate. As part of this enrolment process they may be required to submit an original South African identity document or temporary South African identity document. In the case of foreigners a valid passport and a current work permit will be required.
- 27.2. A South African Police Services criminal clearance may also be required for enrolment purposes.
- 27.3. Any person presenting false identity documents or false and/or expired work permits for registration purposes may be handed over to the South African Police Services or the Department of Home Affairs and such false documents will be confiscated and handed over South African Police Services or the Department of Home Affairs as the case may be.
- 27.4. All persons so registered must comply with all requirements relating to access control and security and the Estate Rules in force at such time.
- 27.5. Security shall be entitled to refuse entry or exit or eject any person from the Estate who does not comply with such security procedures and requirements.
- 27.6. Security shall be entitled to search any vehicles and/or persons entering or exiting the Estate.

28. Changes to access control procedures

It is specifically recorded that the Board may amend and / or augment the security procedures as contained in the Estate Rules, at its discretion, from time to time, with the objective of using its best endeavours to maintain effective security on the Estate and all owners are obligated to conform with such changes.

29. Perimeter security installation, common property services and common property improvements

- 29.1. No owner or other person unless authorised to do so in writing by the Board may tamper with and/or the perimeter security installation, common property services or common property improvements.

- 29.2. Should an owner / a person authorised by him to be on the Estate damage the perimeter security installation, common property services or common property improvements such damage will be repaired by the Association and/or its appointee/s and the cost thereof will be debited to the owner's levy account.

30. Upkeep of house/property improvements

- 30.1. The exterior of houses/property improvements including the appearance of the paintwork must be maintained in good condition and refurbished when necessary to maintain such good condition.
- 30.2. The Property must be kept in a neat and tidy condition at all times.
- 30.3. Where in the opinion of the Board these requirements are not being complied with the Board may serve written notice on the owner concerned to rectify the situation within a prescribed time period.
- 30.4. Should such owner fail to rectify the situation within the prescribed time period, the Association and/or its appointee/s may carry out such work as required to rectify the situation and recover the cost thereof by debiting the levy account of the owner concerned.

31. Laundry

- 31.1. No laundry may be hung/placed anywhere on the property other than in a laundry drying yard.
- 31.2. Laundry drying yards must be positioned on the property in such a manner that any clothing, linen and/or general washing must be concealed from view from the common property.

32. Signs/decorative objects

No signs/decorative objects may be placed on or attached to any house/property improvements without the prior written approval of the Board. Any request for approval must be motivated and include a description/drawing of what is proposed.

33. House numbers

Each property must have a road number as allocated by the Local Authority which must be clearly visible and readable from the road from which it takes access – refer to Design Rules.

34. External lighting

- 36.1 Generally a “dark sky” policy applies within the Estate.
- 36.2 Flood lighting or spotlighting of the external walls and/or the boundary walls is not permitted.
- 36.3 Spotlights shining beyond the boundaries of a Property are not permitted.
- 36.4 Skyward shining spot lights are not permitted.
- 36.5 External lights must be positioned so as to minimize light overflow to neighbouring properties.

35. Burglar alarms

- 37.1 A house fitted with a burglar alarm may be connected to the Estate's alarm monitoring system, provided the alarm system is compatible with the Estate's alarm monitoring system, if any.
- 37.2 It is recommended that the alarm system is connected to a strobe light on the side of the house fronting onto a road so that security is more easily directed to the house if the alarm is signalled.
- 37.3 Owners are requested to exercise care in the activation / de activation of burglar alarms so as to prevent false alarms and / or the unnecessary sounding of alarms for extended periods.

36. Trees and vegetation

No trees or vegetation on the common property including the sidewalks may be removed, pruned, cut or altered without the prior written consent of the estate manager.

37. Approval of materials/equipment/colours for upkeep, repair, replacement and maintenance of house/property improvements

- 39.1.1 Roof covering materials - prior to ordering of any roof covering materials the contactor must make the necessary arrangement for the estate manager to inspect such material at the Property to ensure that it complies with any Design Rules.
- 39.1.2 Driveway and parking area paving - prior to ordering of any driveway and parking area paving the contactor must make the necessary arrangement for the estate manager to inspect such paving at the Property to ensure that it complies with the Design Rules.
- 39.1.3 External finishes and wall colours - prior to painting and/or cladding any external walls and/or boundary walls the contactor must make the necessary arrangement for the estate manager to inspect such materials at the Property to ensure that it complies with the Design Rules. In the case of paint colours the contractor shall prepare a sample panel of at least 1m² for the colour/s concerned.
- 39.1.4 External lights - prior to the erection of any external lights the contactor must make the necessary arrangement for the estate manager to inspect such lights and the intended location thereof to ensure that they comply with the said Design Rules.
- 39.1.5 Antennae/satellite/receiver dishes and air conditioners/evaporative cooling equipment - prior to the erection of any antennae/satellite/receiver dishes and air conditioners/evaporative cooling equipment the contactor must make the necessary arrangement for the estate manager to inspect such lights and the intended location thereof to ensure that they comply with the Design Rules.
- 39.1.6 Any external repair/replacement/maintenance of property improvements which deviate from the originally approved plans must be approved by the Association prior to commencing with such work.

38. Persons authorised to issue instructions and fines in terms of the Estate Rules

Only security, the estate manager and / or the Directors acting on behalf of the Association may issue warnings, instructions and / or fines in terms of the Estate Rules.

39. Breach of Estate Rules and penalties

- 39.1. Any breach by an owner of the Estate Rules may result in the Association:
 - 39.1.1. Serving in written notice to the owner concerned setting out the reasons for and the amount of the fine and, if applicable, the period within the breach must be rectified.

- 39.1.2. Take or cause to be taken such action including but not limited to the further fines as deemed fit by the Board fit should the owner concerned not remedy the breach to the satisfaction of the Board.

40. Complaints

Complaints relating to the behaviour any person must be lodged with the estate manager in writing, provided that the complainant has first attempted to settle the matter amicably with the person concerned.

41. Disputes

Should any disputes arise relating to the application of the Estate Rules the Board's decision shall be final and binding on the parties concerned.

42. Litigation

Any litigation arising relating to the application of the Estate Rules will be dealt with in terms of the relevant provisions of the Memorandum.

43. Consents

Any consent granted by the Board / Association/ security related to the Estate Rules shall be at their absolute discretion shall not constitute a precedent applicable to other owners.'

44. Other

44.1. The Board shall be entitled, in its absolute discretion, to amend these rules from time to time.

44.2. These Estate Rules are enacted in terms of the Memorandum and apply in addition to any other relevant provisions thereof and also to any relevant conditions of the Local Authority and/or any other relevant authority having jurisdiction in the Republic of South Africa. Should there be any conflict with any relevant conditions of the Local Authority and/or any other relevant authority then such other conditions shall apply.

45. Fines

45.1. Fines imposed in terms hereof will be determined in accordance with the Memorandum of Incorporation and approved by Members in general meeting from time to time and levied by the Association against the owner concerned who, if applicable, will be responsible to recover such fines from the person committing such offence.

45.2. Fines will be debited to the levy account of the owner concerned and constitute a debt owing by the owner to the Association.

46. Ongoing offences

Should an owner continue to repeat an offence the Board / Association shall be entitled to take such extraordinary actions as it deems necessary to stop such ongoing offences, including in accordance with the Community Schemes Ombud Service Act of 2011.