

Information Only

RULES FOR THE CONTROL AND MANAGEMENT OF THE BUILDING KNOWN
AS "VILLA TEREZINA"
AND OF Lot 1130 Umhlanga Rocks, situate in the Borough of Umhlanga
and in the North Coast Regional Water Services Area, Adminis-
trative District of Natal, measuring TWO THOUSAND FOUR HUNDRED
AND THIRTY SIX (2436) square metres;
ON WHICH THE BUILDING IS SITUATED.

SCHEDULE 2

(SECTION 27(2)(a)(ii) of the Sectional Titles Act 1971)

1. PRELIMINARY

- 1.1. The Rules contained in this Schedule shall not be added to, amended or repealed except in accordance with Section 27(2)(a)(ii) of the Sectional Titles Act, 1971, and subject to the provisions of Section 27(2)(c) of the Act.

INTERPRETATION/.....

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2. INTERPRETATION:

- 2.1. In the interpretation of these Rules, unless the context otherwise indicates:
- 2.1.1 "Act" means the Sectional Titles Act (Act 66 of 1971) as amended from time to time and any regulations made and in force thereunder.
- 2.1.2. Words and expressions used shall bear the meanings assigned to them in the Act.
- 2.1.3. "Trustee" includes an alternate trustee.
- 2.1.4. Words importing:
- 2.1.4.1. the singular number only shall include the plural and the converse shall also apply.
- 2.1.4.2. the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- 2.1.5. The headings to the respective rules are provided for convenience of reference only, and are not to be taken into account in the interpretation of the Rules.

3. USER:

- 3.1. Unless the purpose for which a Section is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan to be for business purposes, an owner shall only use or permit his Section to be used for residential purposes.

3.2 An /...

NO

- 3.2 An owner shall not do or permit to be done in his Section or on the Common Property anything which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.
- 3.3. No duty shall be placed upon any owner in regard to the provision of any improvement on or to the Common Property unless a proposal to make such improvement has been approved by a special resolution at a General Meeting of owners of Sections.
- 3.4 No animals or pets shall be kept in the Section or on the Common Property unless expressly permitted in writing by the Trustees, and then only in accordance with those conditions stipulated by the Trustees. In no event shall animals be permitted in any of the public portions of the building or any other part of the common property unless controlled on a leash. In the event of an owner or occupier securing permission to keep or harbour any animal or other pet on the premises, such person shall not allow such animal or other pet to foul the corridors, entrances, or any other part of the Common Property or otherwise cause a nuisance; and the Trustees shall have the right to require any such animal or other pet to be removed permanently from the building where this rule is not observed.


3.5 The /...

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- 3.5 The Body Corporate shall not be responsible for any loss or damage suffered by an owner in respect of any loss or damage caused by the Body Corporate or by any servant or agent of the Body Corporate from any cause whatsoever, and it shall be the responsibility of an owner to effect his own insurances in respect of the contents contained in his Section, or in any part of the Common Property.
- 3.6 All owners and occupiers of Sections shall ensure that their respective activities in, and uses of, the common property and of the Section or any part thereof, with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners and occupiers of the building, and in accordance with the Rules and any house rules made in terms of these Rules, and of the provisions of the Act.
- 3.7. An owner shall not cause or permit any disorderly conduct of whatsoever nature in the section or upon any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the building or member of the Body Corporate.

3.8 An /...

NO

- 3.8 An owner shall not keep or do anything on the common property after notice in writing from the Trustees has been received requesting him to remove such article or refrain from continuing such activity.
- 3.9. An owner shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees first having been had and obtained.
- 3.10 An owner shall not allow any of his linen or clothing to be hung on the outside of any Section except in the place specially designated therefore. Carpets and mats shall not be shaken or dusted or beaten over the balconies or corridors or through windows of the building.
- 3.11. No exterior decorations may be attached to a section and the exterior of a Section may not be painted or otherwise treated unless specifically authorized by the Board of Trustees.
4. SALES:
- 4.1. The owner of a Section reserved for residential purposes shall not display for sale or sell any goods in his Section without the prior written consent of the Trustees.
5. GAMES
- 5.1. No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of a Section or on the Common Property or on the Building and no person shall play, run, or make noise in any Carport, on any staircases, entrance areas, parking bays, or in any part of the Common Property.
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6. GARAGING AND PARKING

6.1. Owners shall at all times ensure that no oil or grease is allowed to drop onto, or to soil any portion of the Common Property, on any garage, and any parking area constituting portion of the Common Property which is utilised by any owner, or occupier, shall be kept free and clean from any such oil or grease at all times.

6.2 No articles other than motor vehicles or motor cycles may be kept in a carport or open parking bay.

7. VEHICLES:

7.1 Motor vehicles of owners and their visitors may only be parked on such areas as are specifically demarcated by the Body Corporate for that purpose.

7.2. Motor vehicles may be washed only on that portion of the property which has been designated for that purpose by the Body Corporate.

7.3 Vehicles may not travel at speeds in excess of 10 Kilometers per hour on any portion of the Common Property.

7.4 Save for the purpose of gaining access to garages or parking bays, bicycles, motor cycles, tricycles, caravans and trailers, may not be ridden or left on any portion of the common property or in any portion of a Section where they are visible to the public, and no sleeping is allowed in any caravan or other vehicles on any portion of the Common Property garages, or carports.

8. Activities/ ...



8. ACTIVITIES ON COMMON PROPERTY

- 8.1. No plants may be planted by occupiers on the Common Property. All gardening shall be controlled by the Trustees unless specifically otherwise agreed by them.
- 8.2. No hobbies or other activities may be conducted in a Section or on the common property if a nuisance is caused to other occupiers.
- 8.3. Hobbies and other activities which cause undue noise are not permissible under any circumstances.

9. SERVANTS

- 9.1. No servant may be housed on the property without the prior written permission of the Trustees having been obtained. The granting of such permission shall be in the sole discretion of the Trustees and permission may be withdrawn at any time by the Trustees upon giving the owner or occupier 7 (seven) days written notice of such withdrawal. In such event the owner or occupier shall ensure that the servant in question is permanently removed from the property or the Section within the stipulated period.
- 9.2. The Trustees may, in their sole discretion, require all servants housed on the property or in a Section to be registered with the Body Corporate and may require such servants to carry or display documents of identification.

9.3 No / ...

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- 9.3. No owner or occupier shall employ and/or house a servant on the property or in a Section illegally or contrary to any law, by-law, the Sectional Titles Act, the Schedule 1 and 2 Rules or the House Rules of the Body Corporate.
- 9.4. Owners and occupiers are responsible for the behaviour of their servants and must at all times ensure that they adhere strictly to the Schedule 1 and 2 Rules and the House Rules of the Body Corporate. In particular, the owners and occupiers shall ensure that their servants do not loiter on the common property; or store liquor on the property or in a Section in excessive quantities; or behave in a drunken or disorderly manner; or allow the property or a Section to be over-crowded with visitors; or contravene any law, by-law, or the Rules of the Body Corporate.
- 9.5 Owners and occupiers shall provide their servants with the necessary toilet requirements, i.e. toilet paper, soap, etc. Newspaper may not be used in toilets and toilets must at all times be kept clean.

10. SANITARY SERVICES

- 10.1. No rubbish or refuse may be left on any portion of the Common Property or elsewhere where it will be visible from the Common Property whether in a container or not, except for daily collection from Mondays to Saturdays (excluding Public Holidays) before 08h00. Refuse may only be left outside for collection early in the morning and must be in proper containers.



10.2. An owner shall provide his own container for refuse and shall keep it in the place provided for in his Unit.

10.3. An owner must make his own arrangements for the removal of domestic refuse on Sundays and Public Holidays. Should residents or their domestic staff take refuse directly to the refuse removal area, such refuse must be deposited in the containers provided.

11. SILENCE:

11.1. Silence must be maintained between 14h00 and 16h00 and between 22h00 and 7h00 hours.

11.2. Motor hooters may not be used on the common Property.

11.3. Radios, musical instruments, record players and television receivers must be used in such a manner as not to be heard in adjoining Sections or on the Common Property.

12. SUNDRY PROVISIONS:

12.1. Cigarette ends and other objects may not be thrown from windows or balconies.

12.2. Inflammable or other dangerous material or articles may not be brought on to the Common Property or into a Section.

12.3. Residents must supervise their children and the children of their visitors so that no damage or nuisance is caused to the Common Property or the property of other occupiers. In particular children may not interfere with the postboxes, plants, decorations, name plates, fire hose reels, exterior lights etc., and especially electrical and television boards.

13. Visitors/...

13. VISITORS

13.1. An owner or occupier of a Section is liable for the conduct of his visitors and he must ensure that all rules in terms of the Act, or the Rules are adhered to.

13.2. Visitors are not allowed to park on the Common property except in areas demarcated for that purpose.

14. ALTERATIONS AND RE-DECORATION:

14.1. An owner may make alterations to the interior of his Section, but no structural alterations nor alterations to the water, electric wiring, conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.

An owner may place in his Section at his own expense, any improvements, additions, fixtures or fittings, including mantles, light fittings, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the condition that the owner shall at all times only use electrical appliances and fittings as shall comply with the electrical wiring of the building and shall at no stage do anything which is likely to endanger or jeopardize the safety of the buildings.

15. LETTING:

15.1. An owner may let or part with occupation of his section provided:

15.1.1 /...



- 15.1.1 that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the Body Corporate hereunder or in terms of the Rules or any House Rules made in terms thereof, or in terms of the Act;
- 15.1.2. that he has obtained the prior written approval of the Trustees, which approval shall not be unreasonably withheld.
- 15.1.3. that as a condition precedent to any such letting and/or parting with occupation, the owner shall secure from the Lessee or the person to whom occupation is given, as the case may be, an undertaking in favour of the Body Corporate that such Lessee or person is aware of the provisions of these Rules, and shall duly observe all the regulations and conditions as are contained in the Rules and the House Rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such Lessee or person being given occupation of the Section.

16. OWNER'S DEFAULT:

- 16.1. If an owner (whether by himself or by his Lessee, invitee, guest, agent, servant, or employee) commits a breach of any of these Rules and fails to remedy such breach within a period of three (3) days after the giving of a written notice to remedy such breach by the Trustees or by the Managing Agents, if so authorised by the Trustees, the Body Corporate shall be entitled to take such actions as may be available to it in terms of the Act or by Law.

16.2 If /.....

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- 16.2 If an owner fails to repair or maintain his Section in a state of good repair as required by Section 32(c) of the Act or fails to maintain adequately any area of the Common Property allocated for his exclusive use and enjoyment and such failure persists for fourteen days after the giving of written notice to repair or maintain, given by the Trustees or the Managing Agents, the Body Corporate shall be entitled to remedy the owner's failure and to recover the cost of doing so from such owner.
- 16.3 For the purposes of this Rule, the Trustees and/or Managing Agents and/or workmen shall be entitled to enter a Section and the grounds pertaining thereto.
17. SUB-DIVISION:
- 17.1 No owner shall sub-divide or partition any Section or any part thereof without first obtaining the prior written approval of the Trustees who in giving such approval may attach such conditions thereto as they in their discretion shall deem fit.
18. AIR-CONDITIONING UNITS:
- 18.1. An owner shall be required to keep his air-conditioning unit in a state of good repair to the satisfaction of the Trustees. Should the Trustees not be satisfied with the working order of a particular air conditioning unit, the owner of such unit shall have it repaired to the satisfaction of the Trustees. The repairs shall be done at the expense of the owner who shall have no claim to compensation therefore whatsoever.

19. ELECTRICITY AND WATER:

19.1. An owner shall make his own arrangements with the local authority for the opening of an electric current and water account and for the supply of such current and water and shall pay for all the electric current and water consumed in his Section. In the event of water being metered by the local or any other competent authority, the owner shall be responsible for all costs and charges for the supply of such water as may be consumed in his Section.

20. RESTRAINT AGAINST "TIME-SHARING"

20.1. No owner shall dispose of an undivided share in his Unit in any fashion whatsoever, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that unit for a recurrent period of time annually or any other recurrent period of time and no other form of "time-sharing" whatsoever in respect of any unit in the scheme shall be permitted, either directly or indirectly, whether such time-sharing be on the basis of a sale (or any other form of disposal) of an undivided share in the unit or by way of sale (or any other form of disposal) of shareblocks under the Shareblock Control Act or by the promotion of a "club" with occupation rights to the club members of the relevant unit periodically for interrupted periods during any one year or otherwise; neither shall any other form of limited occupation rights be allowed, the whole purpose of this rule being to dis-allow any form of "time-sharing", whether such form of "time-sharing" be in the format mentioned in this rule or not;

save that /... 

save that "time-sharing" shall not include occupation rights which stem from a short-term lease dealing with one fixed period only or the common law rights of limited occupation known by the legal expressions "Usus, Habitatio" or "Usufruct", or any fiduciary or Fideicommissary rights.

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