

Charles & Terry  
your comments please  
Peter

RULES FOR THE CONTROL AND MANAGEMENT OF THE BUILDING KNOWN AS "SUNFLAME MEWS" NO. 275/1985 AND OF LOT 1809 LA LUCIA (EXTENSION NO. 10) SITUATED IN THE BOROUGH OF UMHLANGA AND IN THE NORTH COAST REGIONAL WATER SERVICES AREA, ADMINISTRATIVE DISTRICT OF NATAL, IN EXTENT 6 597 (SIX THOUSAND FIVE HUNDRED AND NINETY SEVEN) SQUARE METRES, ON WHICH THE BUILDINGS ARE 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- 1.1 The Rules contained in this Schedule shall not be added to, amended or repealed except in accordance with Section 27 (2) (a) (ii) of the Sectional Titles Act, 1971, and subject to the provisions of Section 27 (2) (c) of the Act.

### 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 "Trustees" includes an alternative 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 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 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 insurance in respect of the contents contained in his Section, or in any part of the Common Property.
- 3.5 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.
- 3.6 An owner shall not cause or permit any dis-orderly 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.
- 3.7 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 articles or refrain from continuing such activity.
- 3.8 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.
- 3.9 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.
- 3.10 No exterior decorations may be attached to a Section and the exterior of a Section may not be painted or otherwise treated unless specifically authorised by the Board of Trustees.

#### **4. ANIMALS / PETS**

- 4.1 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.

**5. SALES**

- 5.1 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.

**6. GAMES**

- 6.1 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 area, parking bays, or in any part of the Common Property.

**7. PARKING / VEHICLES**

- 7.1 An owner or occupier of a Section shall not park, or permit to be parked, vehicles in areas designated as visitors parking. In this regard it is stipulated that any owner or occupier whose visitor/s require parking for a continuous period of seven (7) days or more, shall obtain permission from the Body Corporate in writing.
- 7.2 Owners and occupiers of Sections shall ensure that their vehicles and the vehicles of their visitors and guests, do not drip oil or brake fluid onto the Common Property or in any other way deface the Common Property.
- 7.3 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.
- 7.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property.
- 7.5 Vehicles may not travel at speeds in excess of 10 (ten) kilometres per hour on any portion of the Common Property.
- 7.6 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 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.
- 8.4 Owners and/or occupants may not do work of a heavy or noisy nature on motor cars, motorcycles or scooters on the premises.

## 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 on the Section within the stipulated area.
- 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 or identification.
- 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, ie toilet paper, soap etc. Newspaper may not be used in toilets and toilets must at all times be kept clean.

## 10. REFUSE DISPOSAL

Every Owner and/or Occupier of a Section shall:-

- 10.1 Ensure that no rubbish or refuse 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.
- 10.2 Ensure that should he/she be desirous of removing refuse etc, that the refuse is securely wrapped, or in the case of tins or other containers, completely drained before being placed in the bins located in the refuse room.

**11. SILENCE**

- 11.1 Silence must be maintained between 14h00 and 16h00 and between 22h00 and 07h00 hours. In addition, work of a noisy nature shall not be carried out on Saturdays from 14h00, Sundays and Public Holidays.
- 11.2 Motor hooters may not be used on the Common Property.
- 11.3 Radios, musical instruments, CD 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 An owner and/or occupant of a Section may not keep on the Body Corporate's property, or in any unit, any materials of a dangerous or explosive nature, the keeping of which contravenes any statute or local regulations or by-law or constitutes a nuisance to occupants of other portions of the building, or voids or renders void any insurance effected by the Body Corporate or other owners/occupants or would result in the increase in the rate of such insurance.
- 12.2 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 the 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**

- 13.1 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.
- 14.2 An owner may place in his Section at his own expense, any improvements, additions, fixtures or fittings, including mantles, light fittings, refrigerations, 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 fitting 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.

14.3 An owner and/or occupant of any Section shall not, save with the prior consent of the Body Corporate as represented by their Trustees, erect blinds or awnings, and in giving consent to the erection of blinds or awnings, the Body Corporate shall be empowered to impose such conditions as they deem necessary in regard to the type and colour of any blind or awning to be erected with their permission.

14.4 An owner and/or occupant of any Section shall not alter or add to, structurally or decoratively externally, any portion of the premises, whether occupied as of a right or not.

15. **LETTING**

An owner shall be entitled to let his/her Section on condition that:

- 15.1 The tenant has received prior written consent of the Trustees to occupy the flat. The Trustees, in determining to consent or otherwise may conduct an interview with the prospective tenant to ascertain his suitability for tenancy, the consent of the Trustees shall not be unreasonably withheld;
- 15.2 The tenant in question has, prior to taking occupation, lodged with the Trustees a statement acknowledging that he/she has been handed a copy of the Schedule 2 Rules, Conduct Rules and the House Rules, which he/she undertakes to observe;
- 15.3 The Body Corporate shall, without prejudice to its rights against the owner, have the right to evict any tenant who, after due notice, continues to contravene any clause of the Regulations and the Trustees shall be entitled to recover all costs from the owner including attorney and client costs;
- 15.4 The owner shall lodge with the Trustees of the Body Corporate the original lease agreement duly incorporating all the clauses required in terms of Rule 15.7 as signed between himself and the Tenant for the duration of the lease, together with a Special Power of Attorney from the Owner in favour of the Chairman of the Body Corporate in the form of **Annexure 1 to Schedule A of the House Rules**;
- 15.5 The Owner shall not be entitled to withdraw the Special Power of Attorney contemplated in Rule 15.4 until the termination of the Lease Agreement;
- 15.6 The Owner shall ensure that all Agreements of Lease between himself and the tenants are reduced to writing and duly stamped in accordance with the Stamp Duties Act;
- 15.7 The Owner shall ensure that the Lease Agreement contemplated in Rule 15.6 contains all clauses in **part 1 of Schedule A to the House Rules**;
- 15.8 The Owner shall, at his own expense, provide the Lessee with a copy of the House Rules;

- 15.9 Notwithstanding any contrary provisions which may be contained in these House Rules or any Annexure or Schedule thereto, or any Lease Agreement between owner and tenant, the Body Corporate shall be entitled without notice to evict any tenant who in the Trustees sole discretion is in contravention of Clause 2 (g) of these House Rules.

**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 3 (three) 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 action as may be available to it in terms of the Act or by law.
- 16.2 Every owner and/or occupant of any Section shall, at his/her own expense forthwith make good all damage done, whether accidentally or otherwise, to any part of the Body Corporate's Property by him/herself or any other member of his/her household or any of his/her servants, invitees or guests, on demand by any of the Trustees.
- 16.3 If any owner fails to repair or maintain his Section in a state of good repair as required by section 32© 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 14 (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.
- 16.4 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**

- 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**

- 19.1 An owner shall make his own arrangements with the local authority for the opening of an electricity account for the supply of electricity and shall pay for the electricity 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 otherwise; neither shall any other form of limited occupation rights be allowed, the whole purpose of this rule being to disallow any form of "time-sharing", whether such form of "time-sharing" be in the format mentioned in this rule or not; 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.