

Klein

Geliassseer In Onderlêer Filed in Subfile	No. 354/1985.
Main	

KLEIN SEKRETARIS VAN DIE
KORPS DER REGERING VAN
ALLEN IN VERBODENES WINKEL

Gesertifiseer 'n ware afskrif van die oorspronklike wat is
Certified a true copy of original filed of record in the
hierdie kantoor berus.
Office.
Aktekantoor
Deeds Office
Pietmaritzburg
..... 10-12-1985

[Signature]
.....
Registratör van Aktes
Registrar of Deeds

AMENDED SCHEDULE 2 RULES

SECTION 27(2)(a)(ii) OF ACT NO. 66 OF 1971

I hereby certify that the following Rules were at a
General Meeting on this 21st day of November, 1985

of the members of the Body Corporate known as the

CONTROLLING BODY OF THE DOLPHIN COURT
BUILDING/S NO. 354/85,

to which they were duly submitted, adopted as a ^{unanimous} ~~special~~
resolution as Amended Schedule 2 Rules of that body
corporate in substitution for and repealing the Rules
contained in Schedule 2 of the abovementioned Act as
submitted to the Registrar of Deeds in terms of Section
5(3)(f) thereof.

CHAIRMAN

G. E. Coetzee

RULES FOR THE CONTROL AND MANAGEMENT OF THE BUILDING/S
KNOWN AS DOLPHIN COURT.

AMENDED SCHEDULE 2 RULES.

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

PRELIMINARY

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 The Rules contained in this Schedule shall not be added to, amended or repealed except in accordance with Section 27(2)(a)(ii) of the Sectional Titles Act, 1971, and subject to the provisions of Section 27(2)(c) of the Act.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

2. In the interpretation of these Rules, unless the context otherwise indicates -
 - (a) "Act" means the Sectional Titles Act, 1971, (Act 66 of 1971) as amended from time to time and any Regulations made and in force thereunder;
 - (b) words and expressions used shall bear the meanings assigned to them in the Act;
 - (c) "Trustee" includes an alternate Trustee;
 - (d) words importing -
 - (i) the singular number only shall include the plural, and the converse shall also apply;
 - (ii) the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders;
 - (e) 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 The sections shall be used for residential purposes only. The number of persons who shall reside in a section shall not exceed a number arrived at by doubling the number of bedrooms in the section (excluding enclosed porches). The Trustees are empowered to impose a special levy or fine against any section owner who infringes this Rule in addition to and apart from any other powers of the Trustees in terms of this Rule.
- 3.2 The owner of a section may let or part with occupation of a section save that no such letting and/or parting with possession shall release such owner from any of the owner's obligations or duties in terms of these Rules or the Amended Schedule 1 Rules.
- 3.3 As a condition precedent to any such letting or parting with possession the owner shall secure from the Lessee or the person to whom occupation is given, as the case may be, an undertaking in writing in favour of the Body Corporate that such Lessee or person shall duly observe all House Rules made in terms of Rule 26(1)(c) of the Amended Schedule 1 Rules or made under these Amended Schedule 2 Rules and such of the former Rules as refer to any exclusive use area allocated to the section. Such undertaking shall be in such form as the Trustees may from time to time determine and it shall be lodged with the managing Agent prior to the date on which occupation is given to the Lessee or other person. No such lease or parting with possession shall be for a period of less than six months unless the Trustees (or the Managing Agent on their behalf) otherwise agree in writing.
- 3.4 No such letting or parting with possession to anyone except the registered owner may be given save with the consent of the majority of the Trustees having been had and obtained.
- 3.5 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.
- 3.6 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 improvements has been approved by a special resolution at a general meeting of owners of sections.

- 3.7 No animals or pets (other than birds in cages) 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 A Member 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.

- 3.12 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.
- 3.13 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 therefor. Carpets and mats shall not be shaken or dusted or beaten over the balconies or corridors or through windows of the building.
- 3.14 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. 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.

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 kilometres 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, tri-cycles, 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.

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 seven (7) 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 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. Newspapers 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

- 13.1 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-DECORATING

- 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.

15. LETTING

15.1 An owner may let or part with occupation of his section for a period of not less than six months provided:-

- 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 action as may be available to it in terms of the Act or by Law.

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 purpose 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 therefor 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 account and for the supply of such current 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 or 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 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.

21.1 Any breach of the rules or any conduct detrimental or prejudicial to the interests of the Body Corporate or unbefitting a member thereof shall be notified to the Trustees in writing which notification shall contain full details of the alleged breach or conduct and be signed by the person making same.

21.2 On receipt of the notification referred to in 21.1 the Trustees shall forthwith despatch a copy thereof to the person against whom the complaint is made ("the Accused") and advise him of a time, date and place at which the complaint will be adjudicated upon. The Trustees shall similarly notify the complainant of such time, date and place.

- 21.3 At the appointed time and place the Trustees shall enquire into and investigate the complaint and shall have the power to call before them and examine any member of the Body Corporate should they consider that such member is able to give evidence of assistance to the Trustees in arriving at a decision. The Trustees shall also have the power to hear the evidence of any person who is not a member of the Body Corporate and who is willing to submit to such examination.
- 21.4 The Accused shall have the right to call any evidence in support of his contentions and defence to the complaint made against him and he, the complainant and any person giving evidence at the enquiry shall be entitled to be legally represented.
- 21.5 After hearing all the evidence considered necessary by them the Trustees shall give such decision as appears to a majority of them to be just and equitable and may decide to take no action or to caution or reprimand the Accused or to impose a pecuniary penalty in sum not exceeding R500,00 on the Accused.
- 21.6 If the Trustees decide to impose a pecuniary penalty the fact thereof and the amount of the penalty shall be certified in writing by the Chairman of the Trustees and delivered to the Accused who shall, subject to the right of appeal hereinafter set out, be obliged to pay to the Body Corporate the amount of the penalty therein prescribed within a period of twenty eight (28) days of the date of receipt of such certificate.
- 21.7 The Trustees shall forthwith inform all the members of the Body Corporate in writing of the outcome of the enquiry and the amount of the penalty imposed, if any, but failure so to do shall not invalidate the enquiry, the verdict or the imposition of the penalty.
- 21.8 The Accused and any other member of the Body Corporate shall have a right of appeal to an extraordinary meeting of the Body Corporate against the decision of the Trustees. Such appeal shall be lodged in writing with the Chairman of the Trustees within twenty one (21) days after the date of the decision appealed from, failing which the right of appeal shall lapse. The notice of appeal shall be signed by the appellant and specify the grounds of appeal. Until the expiry of the period of twenty one (21) days aforesaid, any consequence flowing from the decision appealed against shall be deemed to be suspended.

- 21.9 Upon timeous receipt of duly completed notice of appeal, such consequences shall likewise be suspended until the determination of the appeal and the Chairman of the Trustees shall, within twenty one (21) days after receipt of the notice of the appeal, convene an extraordinary general meeting of the Body Corporate for the purpose of hearing the appeal.
- 21.10 At the extraordinary general meeting, the provisions of 21.3, 21.4 and 21.5 shall mutatis mutandis apply. An appeal shall be decided by an ordinary majority of the members present at the extraordinary general meeting who shall have an absolute discretion and whose decisions shall be final and binding on the Accused and all the members of the Body Corporate and there shall be no right of review, appeal or recourse to a Court of Law.
- 21.11 On appeal, the decision of the Trustees may be confirmed, set aside or otherwise varied as the Body Corporate may determine. If the appeal is dismissed any penalty imposed by the Trustees and/or the Body Corporate shall be paid by the Accused within seven days of the date of such dismissal.
- 21.12 No member of the Body Corporate or a Trustee shall be entitled to adjudicate upon or vote on any matter in respect of which he is the Accused.
- 22.1 The Trustees shall be entitled from time to time by means of House Rules to regulate and/or control the use within sections of radios, television sets, musical instruments and noise-producing apparatus and the installation and/or use of air-conditioning equipment so as to promote the comfort and peaceful occupation of occupants of sections and/or so as to inhibit or avoid nuisance/s. Such House Rules shall be reasonable and shall apply equally to all owners and to persons occupying through such owners.