

ANNEXURE B

SIYAKHULA BODY CORPORATE RULES

MANAGEMENT RULES

The management rules applicable to Siyakhula, as contemplated in section 35 2(a) of the Sectional Titles Act, shall be those management rules as recorded in annexure 8 to the regulations promulgated in terms of Section 55 of the Sectional Titles Act.

CONDUCT RULES

(SECTION 35(2)(b) OF THE SECTIONAL TITLES ACT 95 OF 1986)

I. PRELIMINARY

The rules contained in this schedule shall not be added to, amended or replaced except by special resolution of the members of the Body Corporate in accordance with this Act.

II. INTERPRETATION

A. In the interpretation of these rules, unless the context otherwise indicates:

- a) “Act” means the Sectional Titles Act No. 95 of 1986, as amended from time to time and any regulations made and in force thereunder.
- b) The words used shall bear the meanings assigned to them in the Act.
- c) 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 genders shall include the masculine and feminine genders.
- d) “Trustee” includes an alternative trustee.
- e) “the Buildings” shall mean the buildings to which the rules apply.
- f) The heading to the respective rules are provided for convenience and reference purposes only and are not to be taken into account in the interpretation of the rules.

g) "Owner" shall be deemed to include the tenant and/or occupant from time to time.

B. In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such a dispute.

I) **III. RELAXATION AND INDULGENCE**

The Body Corporate or the trustees may in special circumstances grant a relaxation of these rules in writing and signed by the Chairman, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the Body Corporate or the trustees in its or their discretion without ascribing any reason therefore.

IV. **SCOPE AND NATURE**

These rules shall be binding on the individual owners of units in the Building inter se, and shall also bind the Body Corporate on the one hand and all such owners on the other hand.

1. **VEHICLES**

1.1 Every Owner, Occupant and their visitors and/or invitees shall exercise their right of use and enjoyment of the private or common roads, roadways and pavements, or any part of the common property as though the same were public and were accordingly subject to the disciplines prescribed or imposed by the Road Traffic Ordinance No. 21 of 1966, as amended, or any Ordinance substituted therefore, and by the regulations proclaimed thereunder and every Owner acknowledges and accepts that:

1.1.1 The Road Traffic Ordinance No. 21 of 1966, as amended, and any Ordinance substituted therefore and the regulations already, or in future from time to time to be, proclaimed thereunder shall mutatis mutandis apply to the common property and that consequently he is bound thereby as fully and effectually as if the same has been specifically recited herein seriatim, and:

1.1.2 The pecuniary penalties and fines prescribed by such Ordinance or by such regulations may be imposed and recovered by the trustees in the

exercise of their power in terms of Section 39(1) of the Act, and in the manner provided by Rule 71.

- 1.2 Without detracting from the generality of that which is stipulated in the paragraphs numbered 1.1, 1.1.1 and 1.1.2 above, and notwithstanding the same:
 - 1.2.1 Every Owner, Occupant and their visitors and/or invitees shall observe all road signs on the common property;
 - 1.2.2 Every Owner, Occupant and their visitors and/or invitees shall not drive a vehicle within the common property in any manner which creates a nuisance or a disturbance or is considered by the trustees to be contrary to the interests of safety;
 - 1.2.3 Every Owner, Occupant and their visitors and/or invitees shall not drive a vehicle within the common property unless they be licensed drivers;
 - 1.2.4 No Owner, Occupant and their visitors and/or invitees shall cause or permit a hooter or similar related instrument, device or mechanism to be sounded within the common property and/or exclusive use or allocated area other than in the event of an emergency;
 - 1.2.5 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property other than in or on those areas of the common property as are specifically indicated or approved by the Body Corporate for that purpose;
 - 1.2.6 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property in such a way and in such a manner so as to obstruct the flow of traffic and access to and ingress from parking bay;
 - 1.2.7 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or

allow any vehicle to be parked or stood upon the common property, any vehicle that is damaged or that is not roadworthy or that is not in general use without the written consent of the trustees having been had and obtained;

- 1.2.8 Owners and Occupants shall ensure that their vehicles, and the vehicles of their visitors and/or invitees, do not unreasonably drip oil or brake fluid onto the common property or in any way deface the common property;
- 1.2.9 No Owner, Occupant and their visitors and/or invitees shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, such as trucks, trailers, boats or other heavy vehicles, without the written consent of the trustees having been had and obtained;
- 1.2.10 No Owner, Occupant and their visitors and/or invitees shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property and/or exclusive use or allocated area;
- 1.2.11 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 and/or exclusive or allocated area in contravention of these rules;
- 1.2.12 An Owner and Occupier shall ensure that an exclusive use or allocated area and/or common property which has been allocated to them for personal use, for parking purposes, is not being used by them, their visitors and/or invitees unless that Owner or Occupant is entitled to use such exclusive use or allocated area and/or common property;
- 1.2.13 Parking of vehicles upon the common property and/or exclusive use or allocated area is subject to the express condition that every vehicle is parked at the Owner's risk and responsibility and that no liability shall attach to the Body Corporate and/or its

agents and/or its representatives and/or any of their employees for any loss or damage of whatsoever nature which the Owner, or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property and/or exclusive use or allocated area.

2. PARKING BAYS

Parking areas may only be used by the Owners or tenants of sections in Siyakhula.

2.1 Bicycles, tricycles, roller skates, etc, may not be left on any portion of the common property, in particular not in any road way.

2.2 An owner or occupant and their visitors and/or invitees shall properly supervise their children so that no provision of these rules is infringed by such children and that no damage or nuisance is caused to any owner, to the property of any owner or to the common property or any unoccupied unit. In particular, and without effecting the generality of the foregoing, children shall not damage, deface or interfere with the post boxes, plants, decorations, signs, name plates, fire hydrants, exterior lighting, water features and shall not enter any unoccupied unit or climb onto any roof of any unit.

2.2.2 The Body Corporate cannot be held responsible for any damage to an owner's property or any injury to any occupant or occupant's visitors.

3. LAUNDRY

3.1 An Owner or Occupant shall not, without the written consent of the trustees having been had and obtained, erect their own washing lines, nor place nor hang any washing or laundry or other items on any part of the buildings including balconies or the common property so as to be visible from the outside of the buildings or from any other section, other than the designated washing line yards.

4. REFUSE

- 4.1 No refuse may be placed outside the door of a section or any other area of the common property except such areas designated for refuse.
- 4.2 An Owner or Occupant shall maintain, in a hygienic and dry condition, a receptacle for refuse within their section, exclusive use or allocated area or on such part of the common property as may be authorised by the trustees in writing;
- 4.3 An Owner or Occupant shall ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained;
- 4.4 An Owner or Occupant shall, for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees in writing;
- 4.5 An Owner or Occupant, shall when the refuse has been collected, promptly return such receptacle to their section or other area referred to in paragraph 4.1 above.

5. NOISE / ANTI-SOCIAL BEHAVIOUR

- 5.1 Owners and Occupants shall ensure that their respective activities in and use 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 of the remaining occupants of the buildings and in accordance with rules, and of the provisions of the Act. This rule shall likewise apply to the visitors and/or invitees and servants of Owners and Occupants while they are in the buildings and/or common property.
- 5.2 An Owner or Occupant shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner or Occupant of the buildings or member of the Body Corporate, in quiet enjoyment of their own premises or which is likely to or in any way tend to affect

detrimentally the benefit, enjoyment, rights of occupation or the interest of any other Owner or Occupant of the buildings or member of the Body Corporate.

5.3 The use of radio, television sets, recording equipment, sound equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.

5.4 All complaints with regard to the behaviour of any occupant visitor/invitee or servant shall be directed by the trustees to the owner of that section. Any penalties incurred shall be the responsibility of the owner of that section.

6. USAGE OF SECTIONS

No Owner or Occupant shall permit or allow their section to be used for any purpose, which is injurious to the reputation of the building or member of the Body Corporate.

7. GARDENING

7.1 No Owner, Occupant and their visitors and/or invitees shall plant or pick, alter or remove, destroy or damage, any plant or flower, tree or shrub, on or in the common property without the written consent of the trustees having had and obtained.

7.2 Any Owner or Occupant shall not cause or allow garden tools or any other equipment to be kept in any place where it will be visible from any other units or any portion of the common property.

9. GAMES

No Owner, Occupant and their visitors and/or invitees shall cause or permit the hitting, striking, throwing or bouncing of balls or any other objects against any of the walls of the common property or of the buildings.

10. ANIMALS

10.1 Subject to sub rules 10.3. to 10.5 below, an owner who resides at Siyakhula shall not, without the consent in writing of the trustees, which approval may not

unreasonably withheld keep any animal, reptile or bird in a section or on the common property.

- 10.2 An occupier who is not an owner shall not keep any pet in the section or on the common property.
- 10.3 Notwithstanding rule 10.1 an owner who resides at Siyakhula may not keep more than 2 pets.
- 10.4 When granting such approval, the trustees may prescribe any reasonable condition. Such conditions shall automatically include the following conditions
 - a) Dogs shall not be allowed on the common property unless they are on a leash and accompanied by the dogs owner
 - b) Dogs and cats must be neutered or spayed
- a) A pet shall not constitute a nuisance to other occupiers. The trustees shall in their sole discretion determine what constitutes a nuisance in terms of this sub rule.
- 10.5 The trustees may withdraw any approval if any breach of any condition prescribed under sub rule 10.4 occurs.

11. NUMBER OF OCCUPANTS

A section may only be occupied by a limited number of persons as approved by the trustees. To this effect the total number of occupants per section may not exceed the sum of 2 occupants per bedroom.

12. DOMESTIC EMPLOYEES

- 12.1 An Owner or Occupant of a section shall be responsible for the activities and conduct of their domestic employees and shall ensure that their domestic employees understand that they do not breach any rules, law, or any local authority bye-law which may affect the scheme.
- 12.2 An Owner or Occupant of a section shall ensure that their domestic employees and their visitors and/or invitees do not loiter on the common property.
- 12.3 An Owner or Occupant of a section shall ensure that their domestic employees and their visitors and/or invitees do not cause undue noise within their sections or on the common property or elsewhere.

12.4 No Owner or Occupant of a section may request personal duties to be performed by any member or staff employed by the Body Corporate.

13. NO TRADERS OR HAWKERS

Unauthorised traders or hawkers shall not be allowed on the premises and any traders, hawkers or others found to be causing a nuisance on the premises should be reported to one of the trustees.

14. DAMAGE TO PROPERTY

14.1 An Owner or Occupant shall not cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof.

14.2 Any Owner or Occupant who causes or permits any act which results in damage to or disfigurement of any section or common property shall be personally liable therefore insofar as the said damage or disfigurement is not covered by the Body Corporate insurance.

15. RENOVATIONS

15.1 Any Owners or Occupants wishing to undertake renovations to their section must apply to the Siyakhula Body Corporate for permission.

16. EXTERIOR OF BUILDINGS

16.1 Alterations, additions or decorations to the exterior of the sections or to any portion of the common property may not be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent.

16.2 No radio/television aerials or satellite dishes may be attached to the exterior of the buildings without prior written consent of the trustees.

16.3 Requests for consent in terms of Rules 16.1 and 16.2 shall be made in writing to the trustees and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration.

- 16.4 An owner or occupier of a section shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his section in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 16.5 If an owner or occupier of a section fails to comply with the provisions of Rule 16.4 and such failure persists for a period of 30 days after written notice to repair or maintain given by the trustees or the managing agents, the body corporate shall be entitled to remedy the failure in question in such a manner as it deems fit and to recover the cost of so doing from such owner or occupier.
- 16.6 Notwithstanding any approval granted by the trustees, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the owner or occupier of the section concerned to obtain any such necessary permit or approval.
- 16.7 Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in performing any work on the common property or common services the owner or occupier concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work.

17. INTERIOR OF BUILDINGS

An Owner or Occupant shall at all times be obliged to maintain their section in good, clean and habitable order and condition, and shall be responsible for all internal painting, maintenance, inclusive of blockage of sewers, sanitary equipment and connections, and repairs of whatsoever nature including repairs to doors and windows.

18. INTERIOR OF SECTION

18.1 Any structural alterations, which serve more than one section and/or common property, including any alterations to plumbing and electrical installations to the interior of units may not be carried out without the prior written consent of the trustees after approval has been obtained by the owner or occupier of the section from the Local Authority.

18.2 Any interior alterations should be carried out at reasonable hours and shall not cause any undue disturbance to owners or occupiers of neighbouring sections. An owner or occupier of a section shall not however, be entitled to interfere with electrical installations and plug points.

18.3 Interior repairs and maintenance of a section of whatsoever nature are the responsibility of the owner or occupier of that section and neither the managing agents, nor any employee of the body corporate are liable or may be requested to attend to such matters.

19. APPEARANCE FROM THE OUTSIDE

The Owner or Occupant of the section shall not place or do anything on any part of the common property, including balconies, terraces and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

20. SIGNS AND NOTICES

No Owner or Occupant of a section, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section without the prior written consent of the trustee first having been had and obtained.

21. LITTERING

An Owner or Occupant of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

22. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

22.1 An Owner or Occupant 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.

22.2 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 for which may tend to vitiate any such insurance policy or which may result in the incurring of any expenditure by the Body Corporate or such other Owner or Occupant attributable to their act or default.

22.3 An Owner or Occupant shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by penetration of water through the walls or floors of their sections.

23. LETTING OF UNITS

23.1 An Owner may let or part with occupation of their section provided that no such letting and/or parting with occupation shall in any way release the Owner from any of their obligations to the Body Corporate hereunder or in terms of the rules or any House Rules made in terms thereof or the Act.

23.2 An Owner may let or part with occupation of their section provided 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 shall duly observe all these regulations and conditions as are contained in the 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 unit.

24. NO SALE OR LETTING OF TIMESHARE RIGHTS

No Owner may let their section on a timeshare basis, in other words, no Owner may be permitted to sell a right to any person to occupy their section or any part thereof for a certain limited time on an annual basis.

25. ERADICATION OF PESTS

An Owner or Occupant of a section shall keep their section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agents, and their duly authorised agents or employees, to enter their section from time to time for the purpose of inspecting the section and taking such actions as

may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradication of any such pests as may be from within the section, and replacement of any woodwork or other material forming part of such section which may have been damaged by any such pests shall be borne by the Owner or Occupant of the section concerned.

26. AUCTION SALES

An Owner or Occupant shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances, without the prior consent of the trustees having first been obtained.

27. INSURANCE

The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the Owner in question.

28. BUSINESS ACTIVITIES

28.1 No business, profession or trade may be conducted on the common property or in any unit unless it is agreed to in writing by the Board of Trustees of the Body Corporate and is permitted to be conducted in the Sectional Title Scheme in terms of relevant legislation. The consent of the Board of Trustees may, in their absolute discretion, be revoked at any time in which case the business activity concerned shall cease at such time as the Board of Trustees require.

28.2 No advertisements or publicity material may be exhibited or distributed on the common property.

29. SECURITY PERSONNEL

Any security personnel will receive their instructions only from the managing agent or trustees and no other person may give instructions to the security personnel. No person shall display rude or aggressive behaviour to the security personnel.

30. OTHER EMPLOYEES

- 30.1 Any other employee of the **SIYAKHULA BODY CORPORATE** (including Garden Services, Caretakers, Cleaners, etc) will receive their instructions from the managing agents or trustees.
- 30.2 No other person may give instructions and no person may display rude or aggressive behaviour to such employees.

31. ADMINISTRATIVE CHARGES

Any person transgressing the **SIYAKHULA** rules will incur an administrative charge in an amount to be determined by the Trustees of the Body Corporate from time to time. Criminal and/or civil charges may also be brought about against him.

1. ALLOCATION OF PARKING BAYS AND ASSOCIATED RULES

- 32.1 Every owner or occupant as the case may be shall be entitled to the exclusive use of an open parking bay as allocated in terms of the plan annexed hereto.

33. FINES

Owners will be fined if they, or their tenants, or their visitors, contravene any Body Corporate conduct or management rules. The fine will be equal to one months levy (applicable at the time) for first offence, with one warning letter preceding the fine. The fine for a second offence will be equal to two months levies (applicable at the time) with no prior warnings. The fine for a third offence will be equal to three months levies (applicable at the time) with no prior warnings. Should more than three fines be imposed within any part of a year, the appropriate fines will be levied and legal action will be taken without further notice. When a letter/fine is sent/imposed, a fee is also payable for the administrative costs incurred.

The trustees shall have the power to fine owners who transgress these rules with the applicable fine. Owners are reminded that all correspondence is sent per post to either their registered domicilium and or email address and shall be deemed to have been received after 7 workings days. Owners are further

reminded that they are responsible for the actions of their tenants and they should take the appropriate action against their tenant.