

A set of Management Rules (numbered 72, 73, 74, 76, 77 and 78) was made by the developer when the scheme was registered, and lodged with the Deeds Office on 25 June 2002, as was required at that time.

CSOS was asked for an opinion on the current validity of these rules. On 7 June 2022 they responded that these rules are not contrary to the new act; pass their quality assurance test; and are therefore enforceable. They recommended that the rules be renumbered to follow the prescribed management rules 1-31 in the regulations of the STSMA 2011 which have been effective since October 2016.

The trustees accepted this recommendation and have resolved that the scheme’s Additional Management Rules are renumbered as 32 - 36. These are tabled. for members’ information.

2002 rule and number	2022 rule number
<p>72. LETTING</p> <p>An owner may let or part with occupation of his/her unit provided:</p> <ul style="list-style-type: none"> (a) that no such letting and/or parting with occupation shall in any way release the owner from any of his/her obligations to the Body Corporate in terms of these Rules and any other Rules made in terms of the Act; (b) 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 relevant provisions in the Act, these Rules and any other Rules made in terms of 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. 	32
<p>73. BREACH</p> <ul style="list-style-type: none"> (a) In addition to and without prejudice to the rights created in accordance with the provisions of the Management Rules, in the event – <ul style="list-style-type: none"> 1. of the owner committing any breach of any of the Rules made in terms of the Act, and failing to remedy such breach within 7 (seven) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or 2. of the owner committing or suffering the commission of any repetition of any breach of the Rules made in terms of the Act; which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of; <p>The Body Corporate or the trustees or the managing agent/s if so authorised by the trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it or them, either to enforce the relevant provision of any Rules made in terms of the Act, or of the Act itself, alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of with whatever means may be available to the Body Corporate or the trustees or the managing agent/s as the case may be, all without prejudice to any other rights that may lie against, the defaulting owner</p>	33

2002 rule and number	2022 rule number				
<p>for the recovery of any damages or loss which the Body Corporate or any other owner in the building may suffer as the result of such breach and/or failure to remedy same.</p> <p>(b) In the event of the Body Corporate instituting any legal action or proceedings against the owner as a result of any breach of any Rules made in terms of the Act, the owner shall be liable to pay, in addition to party to party costs, all attorney and client fees and disbursements, including collection commission, as determined by the Law Society from time to time.</p>					
<p>74. PENALTY FOR LATE PAYMENT OF CONTRIBUTIONS</p> <p>Owners shall be liable for interest on arrear contributions, outstanding from time to time, at the prime commercial overdraft lending rate charged by First National Bank of South Africa Limited to its best credit customers on an unsecured basis from time to time. In the case of a dispute as to the rate so payable, the rate shall be certified by any Manager or Assistant Manager of the said bank, whose decision shall be final and binding on the parties. The above interest shall be calculated from the date on which contributions are due and payable.</p>	34				
<p>76. GARAGES, PARKING BAYS AND OTHER EXCLUSIVE USE AREAS</p> <p>Garages, Parking Bays and other exclusive use areas may only be owned by owners of sections. Moreover, Garages, Parking Bays and other exclusive use areas may only be used by or let to owners or lawful occupiers of sections.</p>	35				
<p>77. MAXIMUM NUMBER OF OCCUPANTS OF SECTIONS</p> <p>No owner shall permit his or her Section to be occupied by more than the herein prescribed number of persons:</p> <table data-bbox="335 1187 750 1288"> <tr> <td>1 bedroom flat</td> <td>2 persons only</td> </tr> <tr> <td>2 bedroom flat</td> <td>4 persons only</td> </tr> </table>	1 bedroom flat	2 persons only	2 bedroom flat	4 persons only	36
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2 bedroom flat	4 persons only				
<p>78. MAINTENANCE OF LIFT</p> <p>78.1 The lift and lift area immediately adjacent thereto the exact extent of which is still to be defined, which services section Number 83 exclusively shall be maintained and repaired if necessary by the occupier of Section 83.</p> <p>78.2 From such time as Section 83 is no longer occupied until such time as the right to extend Section 83 is exercised by the Developer and prior to registration of transfer of which the right to extend comprises, the maintenance and repair of said lift and lift area shall solely be for the account of the Developer.</p> <p>78.3 As and when transfer of the sections referred to in 37.2 is effected the maintenance and repair of the said lift area shall be assumed by the Body Corporate.</p> <p>78.4 Notwithstanding the above if and when the said lift is used to service the other sections in the block then the maintenance and repair thereof shall be for the account of the Body Corporate pro rata to the usage thereof by other sections.</p>	N/A				
<p>Note: Management Rule 78 is redundant, as “registration of transfer of the sections referred to in 78.2 (B block 8th floor) [has been] effected [and] the maintenance and repair of the said lift area [has been] assumed by the Body Corporate.”</p>					