

sysie
square



ESTATE RULES

“Annexure C”

1. INTERPRETATION

In these rules:

- 1.1 Clause headings are for convenience and shall not be used in their interpretation;
- 1.2 Unless the context clearly indicates a contrary intention an expression which denotes a natural person includes an artificial person and vice versa;
- 1.3 The following expressions shall bear the same meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 1.3.1 **"ASSOCIATION"** - means the Sysie Square Home Owners Association to be established in terms of Section 29 of the Knysna Municipality: Standard Municipal Planning By-Law (2016), in respect of the scheme;
 - 1.3.2 **"BOARD"** - means the Trustees of the Association from time to time;
 - 1.3.3 **"COMMON PROPERTY"** - means common property as defined in the Constitution of the Sysie Square Home Owners Association.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the rules;
- 1.5 When any number of days is prescribed in these rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2. INTRODUCTION

- 2.1 The Rules set out below are binding on all owners and all persons occupying any portion who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and servants comply with them.
- 2.2 Happy and satisfying community living is achieved when owners and occupiers use and enjoy their portions and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the rules and general consideration by owners and occupiers of each person lawfully on the property will greatly assist in achieving a happy community.
- 2.3 In the event of annoyance, aggravation or complaints occurring between owners and occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, then they should be brought to the notice of the Board in writing. The Board may require that a complaint be submitted to them in the form of an affidavit before they consider it.

3. MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 3.1 Owners and occupiers of portions shall observe and shall ensure that their visitors and guests:

- 3.1.1 Observe any road signs on the common property;
- 3.1.2 Do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Board not to be in the interests of safety; and
- 3.1.3 Do not allow any unlicensed person to drive any vehicle within the common property;
- 3.2 Hooters shall not be sounded within the common property other than in emergencies.
- 3.3 Owners or occupiers of portions may only park in such areas as are specifically demarcated.
- 3.4 The use of the owners' and occupiers' parking bays and garages is limited to the parking of light motor vehicles, provided that all of the aforesaid are accommodated at all times within the demarcations of the respective parking bays.
- 3.5 Owners and occupiers of portions shall at all times ensure that their visitors do not park on the common property as defined in the Constitution of the Association.
- 3.6 Damaged vehicles and vehicles that are not in general use, drop oil or brake fluid onto the common property or that are not road-worthy may not be parked on the common property other than for such short periods as may be approved by the Board and then only with their prior written consent.
- 3.7 No persons may dismantle or effect major repairs to any vehicles on any portion of the common property.
- 3.8 The Board 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 in contravention of these rules.
- 3.9 In the event of anyone contravening the provision of 3.5, parking of vehicles upon the common property 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 Association or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequences of his vehicle having been parked on the common property.
- 3.10 An owner or occupier shall be obliged to use the controlled access to the common property in a manner, which will not prejudice the safety of other owners or occupiers and the flow of traffic to and from the common property.
- 3.11 An owner or occupier causing damage to the controlled security gate or its mechanism shall be obliged to repair same at his cost.
- 3.12 Any owner or occupier who misplaces or destroys his access card shall be liable for the replacement cost thereof.
- 3.13 Vehicles may not travel in excess of 20 (TWENTY) kilometers per hour on any portion of the common property.

4. CYCLES

- 4.1 Motor cycles and similar vehicles must be parked in the demarcated area.
- 4.2 The use of soapbox carts, scramblers, skate boards, roller skates, quad bikes etc. on the common property is prohibited.

5. LAUNDRY

An owner or occupier of a portion shall only be allowed to hang linen or clothing on his portion in a place specifically designated therefore which is suitably screened from the common property and other portions.

6. REFUSE DISPOSAL

Any owner or occupier of a portion shall:

- 6.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his portion or on such part of the common property as may be authorized by the Board in writing; and
- 6.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained; and
- 6.3 For the purpose of having the refuse collected, place such receptacle within the area at the times designated by the Board in writing; and
- 6.4 When the refuse has been collected, promptly return such receptacle to his portion or to other areas referred to in Clause 6.1 above; and
- 6.5 Not allow any of this/her/its possessions whatsoever or rubbish, debris, dirt or refuse to be left on any part of the common property; and
- 6.6 At all times comply and adhere to the Knysna Municipality Scheme Regulations regarding refuse.

7. NOISE

- 7.1 An owner or occupier shall:
 - 7.1.1 Ensure that he and his visitors or guests do not make or create undue noise;
 - 7.1.2 Not cause or permit any disorderly conduct of whatsoever nature either in or on his portion and/or the common area;
 - 7.1.3 Not do or permit any act to be done in or about his portion and/or common property, which shall constitute or cause a nuisance or inconvenience to owners or occupiers of other portions or to the Association and any other employee of the Association.
- 7.2 Radios, musical instruments, record players, TV sets and home movies must be used in such manner as not to be heard in adjoining portions or on the common property.
- 7.3 Intercoms, car radios and car telephones must be switched off when cars are parked on the common property.

8. ACTIVITIES ON COMMON PROPERTY

- 8.1 Occupants must supervise their children and the children of their visitors so that no damage or nuisance is caused to the property of other owners and common property. In particular children may not interfere with the plants, decorations, house numbers, exterior lights, lights and the like.
- 8.2 No hobbies or other activities may be conducted on the common property if they would cause a nuisance to the other owners.

9. DOMESTIC HELP

An owner or occupier of a portion:

- 9.1 Shall be responsible for the activities and conduct of his domestic help and guests and shall ensure that they understand and that they do not breach any rules, national legislation or local authority by-laws which may affect the scheme; and
- 9.2 Shall not be entitled to request personal duties to be performed by any members of the staff employed by the Association.

10. APPEARANCE FROM OUTSIDE

The owner or occupier of a portion shall not place or do anything on any part of the common property, including balconies, patios, stoops and gardens which, in the discretion of the Board is aesthetically displeasing or undesirable when viewed from the outside of the portion.

11. SIGNS AND NOTICES

The owner or occupier of a portion shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property of a portion so as to be visible from the outside of the portion.

12. LITTERING

Any owner or occupier of a portion 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.

13. STORAGE OR INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

Any owner or occupier of a portion shall not store any material, or do, permit or allow to be done, any other dangerous act on any portion of the property, which will or may increase the rate of the premium payable by the Association or any owner of any insurance policy.

14. ERADICATION OF PESTS

An owner or occupier of a portion shall keep his portion free of ants, borer and other wood destroying insects and to this end shall permit the Board, the managing agents, and their duly authorised agents or employees, to enter his portion from time to time for the purpose of inspecting the portion and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection and eradication of any such pests as may be found within the portion, and replacement of any woodwork or other material forming part of such portion, which may have been damaged, by any such pests, shall be borne by the owner or occupier of the portion concerned.

15. SUNDRY PROVISIONS

- 15.1 The Association or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a portion or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual portions by reason of any defect in the common property, its amenities or in the individual portions or for any act done or for any neglect on the part of the Association or any of the Association's employees, servants, agents or contractors.
- 15.2 The Association or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 15.3 No business or trade may be conducted on the common property or in the portions except in accordance with municipal regulations for residential areas and in such a way that no nuisance is caused to other residents.
- 15.4 No auctions or jumble sales may be held on the common property or in the portions.
- 15.5 No firearms or pellet guns may be discharged on the common property.
- 15.6 No stones or other solid objects may be thrown or propelled on the common property.
- 15.7 Any owner or occupier causing damage to any areas of the common property shall be liable to make good such damage at his own cost.
- 15.8 Should an owner or occupier, his family, his tenants, his visitors or those of his family, his tenants or his visitors cause any damage of whatsoever nature to the common property, the owner or occupier shall be liable to reimburse the Association for the cost of repairing such damage.

16. LETTING AND OCCUPATION OF PROPERTIES

- 16.1 Owners or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the portion in the absence of the Owner. This must be done in writing on the prescribed form which shall include the name of the tenants or guests and the dates of their occupancy.
- 16.2 Any lease agreement in respect of a portion in the Estate must include an acknowledgement by the lessee to the effect that the lessee acknowledges that he/she has acquainted himself/herself with the contents of the Constitution, the Estate Rules and any other applicable rules or provisions in respect of the Sysie Square Estate and agrees to be bound thereby.
- 16.2 The Owners are liable for the conduct of their visitors, contractors and employees and must assure that such parties adhere to the Estate Rules.

17. EXTERIOR

- 17.1 Any owner without the written approval of the Board shall undertake no alterations or additions, to the exterior of the portions. Especially, no security fencing including spikes,

razor wire and electric fencing, may be erected within the complex. Any such existing fencing shall be removed once the permanent perimeter fencing is complete.

17.2 All exterior paintwork must conform to the color scheme of the scheme.

18. PAYMENT OF LEVY ACCOUNTS

Levy payments must be received by the 15th (FIFTEENTH) day of each month, failing which interest will be charged and if payment in full (including interest charges) has not been received by the end of the month, the account will be handed to any attorney for collection.

19. PETS

The sole discretion with regard to the permissible keeping of smaller dogs and other house pets rests with the Trustees of the Home Owners Association. This concession can be withdrawn by the Trustees with one month's written notice should pets be a nuisance to other members or owners.