FORM V

SECTIONAL PLAN NO: <u>SS162/2003</u> REGISTRAR OF DEEDS

PRETORIA

We,

DATE: 23 March 2015

NOTICE IN TERMS OF SECTION 35(5) AND REGULATION 30(3) OF THE SECTIONAL TITLES ACT, ACT 95 OF 1986

Riana Battisan		
Bengdette Kockott		
the undersigned Trustees of the Controlling	g Body for the bu	ilding or buildings known as
CEDERBERG BODY CORPORATE		
Situated at 352, Furrow Road, Equestria Council;	a,0184, the City	of Tshwane Metropolitan
hereby give notice that on 23 March 2015 contained in the Schedule annexed heret Trustees for identification purposes for the	o) which Rules	have been initialled by the
Conduct Rules in <u>replacement</u> to the existing accepted by means of Special Resolution	ng Conduct Rule of the members	es. These Rules have been of the Body Corporate.
TRUSTEE	Address:	24 Ceterbag
	,	
TRUSTEE	Address:	38 Cedaberg
10 APR 20	15	

BODY CORPORATE CEDERBERG

Scheme Numbers SS162/2003

ANNEXURE 9

Conduct Rules

(Section 35(2)(b) of the Sectional Titles Act, 1986)

CONDUCT RULES AS CONTAINED IN ANNEXURE 9 OF THE REGULATIONS OF THE SECTIONAL TITLES ACT, ACT 95 OF 1986,(" the ACT") AS AMENDED, IN ADDITION TO AND SUPPLEMENTARY THERETO AND ADOPTED BY SPECIAL RESOLUTION:

A. PREAMBLE:

- A1 These rules have been adopted with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of CEDERBERG.
- These rules may be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been filed at the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- A3 In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- A4 The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating

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to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.

- A5 In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.
- The Rules as are contained in this schedule, printed in *italics*, are Rules in addition and/or supplementary to the Prescribed Conduct Rules (Annexure 9). Where the prescribed conduct rules are amended by regulation, these rules will automatically amend accordingly.
- A7 The rules as are contained in this schedule may from time to time be replaced, supplemented, amended or repealed by special resolution of the members of the Body Corporate as are provided for in terms of the provisions of Section 35 of **THE ACT.**
- A8 From date of acceptance and filing at the Deeds Office the Rules as are contained in this schedule, replace all previous supplementary and amended Rules, and such rules are hereby repealed.
- A9 In as much as there may be any conflict between these Rules and the provisions of **THE ACT** and the Management Rules as are contained in Annexure 8 of the Regulations or any amendment thereof, these rules will be sub-ordinate thereto.

B. <u>INTERPRETATION:</u>

In these Rules, unless the contents requires otherwise;

- (a) Words importing any one gender shall include the other gender;
- (b) The singular shall include the plural and vice versa;
- (c) A reference to natural persons shall include created entities (corporate and incorporated) and vice versa;
- (d) Headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation;
- (e) Words and phrases shall bear a corresponding meaning as defined in the **Act** and Management Rules, as contained in Annexure 8 of the Regulations.



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C. GENERAL:

The Common Property of CEDERBERG is owned jointly by all unit owners in undivided shares and it is the duty of each owner/resident to protect any part of the Common Property as if it is their own private property.

D. <u>RESIDENTS:</u>

- D1 These Rules equally apply to all residents, whether as owners, tenants, occupants or otherwise. Owners, renting their units, are ultimately liable and responsible for the conduct of their tenants. Owners must furnish a copy of these Rules to the tenants or occupants of their units.
- D2 No agreement with any tenant or occupant of a unit that conflicts with these Rules will be binding.
- D3 For ease of reference, Management Rule 69 is quoted herewith:

"Binding nature

- 69. The provisions of these Rules and of the conduct rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant."
- D4 All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and comply with these Rules.

E. <u>VISITORS/GUESTS:</u>

All of these Conduct Rules will apply ipso facto to visitors/guests of the owner/resident as well as to any person entering CEDERBERG and it is the



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responsibility of the owner/resident to see to it that his/her visitors/guests and other persons adhere to and obev all rules.

F. IMPORTANT PROVISIONS OF THE ACT AND MANAGEMENT RULES:

- Owners and occupiers are referred to the provisions of the **Act** and the Management Rules, and specifically to the duties of owners and occupiers of Sections concerning their responsibilities, rights and liabilities as members of the Body Corporate.
- F2 The duties of owners are dealt with in Section 44 of the Act.

G. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS:

- G1 The attention of all owners is also especially drawn to rule 3 of the Management Rules, which is quoted for ease of reference:
 - "3(1) The trustees shall from time to time determine the address constituting the domicilium citandi et executandi of the body corporate as required by section 37(1)(m) of the Act, subject to the following-
 - (a) Such address shall be situated in the magisterial district in which the scheme is situated and shall be the address of the chairman or other resident trustee duly appointed in general meeting or in the magisterial district in which the offices of any duly appointed managing agent are situated being the address of such managing agent;
 - (b) no change of such address shall be effective until written notification thereof has been received by the registrar;
 - (c) the trustees shall give notice to all owners of any change of such address.
 - (2) The domicilium citandi et executandi of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said domicilium but that any new domicilium selected shall be situate in the Republic, and that the change shall only be effective on receipt of written notice thereof by the body corporate at its domicilium."



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- G2 It is the duty of the Owners to notify the Trustees forthwith of any change of ownership of his / her section and of any mortgage or other dealing in connection with his / her section as specified in section 44 (1) (f) of the Act.
- G3 The Trustees are, charged with maintaining a Register of Owners and Registered Mortgagees of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

H. <u>SUPPLY OF TENANT'S PARTICULARS BY NON-RESIDENT OWNER:</u>

- Owners must supply full particulars of the tenants/occupants of their sections (and any changes as they take place) in writing to the Trustees before such tenants take occupation or upon written request by the trustees thereto. This is essential not only for good order, but also to identify who is entitled to be on the premises and use the amenities.
- H2 Owners must also notify the Trustees and keep them informed as to the identity and contact details of the agent, if any, who does the letting on their behalf.
- Owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that, only persons acceptable to and congenial with the Community of the Scheme, shall be selected as tenants.

Except for any limitations imposed at a General Meeting of Members, the Trustees will be responsible to enforce these rules of conduct.





D.

Conduct Rules

- Animals, pets, reptiles and birds (hereinafter collectively referred to as "pet/s")
 - (1) An owner or occupier of a section shall not, without the consent in writing of the Trustees, which approval may not unreasonably be withheld, keep any animal, *pet*, reptile or bird in a section or on the common property.
 - (2) When granting such approval, the Trustees may prescribe any reasonable condition.
 - (3) The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of subrule (2).
 - (4) Animals shall not be permitted on the Common Property unless carried or leashed.
 - (5) Animals shall not be allowed on lawns. Owners of pets shall be responsible for the removal of excrement or refuse left on the Common Property or in private gardens.
 - (6) Cat litter trays shall not be left on the Common Property and cat litter shall be sealed in bags before disposal.
 - (7) Aviaries and accommodation for other approved pets may not be erected on the Common Property or, if on an exclusive use area, in such a manner as to be conspicuous or offensive to other occupants or the public.
 - (8) As from date of the filing of these Rules with the Registrar of Deeds, no new birds will be allowed and the Trustees have no discretion in this regard.
 - (9) If any bird is kept with the permission of the Trustees upon implementation of these rules, the right of an owner to replace that bird will lapse when the bird dies.
 - (10) All cats are to be neutered and a copy of the certificate to be forwarded to Trustees.
 - (11) No pets are allowed unless written permission has been granted by the Trustees. Any pets not registered with the Trustees will be considered as

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- stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.
- (12) Should you own a pet, you are to ensure your pet remains on your premises and does not hinder your neighbours, i.e. excessive barking.
- (13) Maximum of 2 pets per unit. When selecting a pet, please take into consideration your pets' needs, i.e. area required for size of pet. Should complaints be received regarding your pets' needs not being taken into consideration, same will be reported to the Trustees.
- (14) Owners will be fined R500-00 for the following reasons concerning their pets

(This fine will be included with the monthly levy):

- Should their pet be found wandering around the complex unattended and not on a leash.
- Pets fouling the common property and not cleaned by the owner.
- In addition, owners will be liable to pay for any damage caused by their pets.

2 Refuse disposal

- (1) An owner or occupier of a section shall-
 - (a) maintain in an hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;
 - ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
 - (c) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Trustees;
 - (d) when the refuse has been collected, promptly return such receptacle to his section or exclusive use area.

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- (e) ensure that contractors attending to maintenance or improvements to their section on their behalf do no litter on the Common Property.
- (2) Rubbish may not be handled contrary to the regulations of the local municipal authority, e.g. broken glass must be wrapped in a double layer of newspaper before being disposed of.
- (3) Littering on the Common Property is strictly prohibited.
- (4) Occupants shall ensure that contractors attending to maintenance or improvements to their section on their behalf do no litter on the Common Property.
- (5) Persons leaving rubbish on any part of the Common Property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.
- (6) No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Occupants shall be responsible for clearing blocked drains in their sections.

3 Vehicles

- (1) No owner or occupier 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, without the consent of the Trustees in writing
- (2) The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and standing or abandoned on the common property without the Trustees' consent
- (3) 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 on to the common property or in any other way deface the common property.
- (4) No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (5) No motor wrecks may be kept on the Common Property or on the sidewalks.

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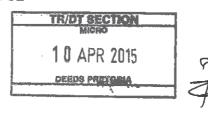


- (6) Persons causing, in any manner or form whatsoever, damage to the Common Property, shall be held responsible for the repair of such damage.
- (7) Parking of vehicles in entrances to the Common Property or in areas giving access to garages and causing obstruction by doing so is strictly the owner thereof.
- (8) Vehicles may only be washed in front of the occupant's garages. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc., must be deposited in the occupant's rubbish bin.
- (9) Vehicles may not be driven at a speed in excess of 15 km per hour on the Common Property.
- (10) Vehicles must be driven as quietly as possible on the Common Property.
- (11) Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the Common property.
- (12) Garages shall be kept clean and tidy.
- (13) Should occupants have more than 2 vehicles, additional vehicles may only be parked in areas allocated by the Trustees for that purpose if available.
- (14) Vehicles parked under the No Parking signs will be towed away at the owner's expense. When receiving visitors, please ensure that they do not use residents' parking bays, or in any way block entry to parking bays. Non-compliance will result in the vehicles being towed away at the risk and expense of the owner of the vehicle. Only bays marked "Visitors parking" or unmarked parking may be utilised.
- (15) No caravans / boats / trailers allowed on the property without written permission from the Trustees and the vehicles may not be parked on the grass.
- (16) Garages to be used for their intended purpose.

4 Damage alterations or additions to the common property

(1) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the

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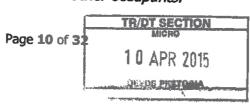


common property without first obtaining the written consent of the Trustees.

- (2) Notwithstanding sub rule (1), an owner or person authorised by him may install-
 - any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (b) any screen or other device to prevent the entry of animals or insects;
 - (c) any antennae, satellite dish or the like fixture, subject thereto that no TV Antenna shall be attached to the walls of the common property nor shall it extend through windows unless the prior written approval of the Trustees is obtained.
 - (d) any air-conditioning apparatus, solar heating system or similar device;
 - (e) any gas-bottles, -appliance or -pipes and any enclosure thereof;
 - (f) solar panels or the like devices;
 - (g) awnings or the like devices;
 - (h) any renewable energy installation;

Provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.

- (3) Security gates must be of the design specified for Cederberg.
- (4) Each owner may install one 60cm or smaller Satellite dish for DSTV reception only. The dish must be installed by a registered installer and must be installed in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost.
- (5) The Trustees shall be notified timeously of any work of whatever nature which is to be undertaken within or to the interior of any section and which will involve activity on the Common Property or cause inconvenience or disturbance to other occupants. Such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other occupants.





- (6) Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees, ensure that proper and satisfactory measures are continuously taken to adequately protect the Common Property from damage, defacement, disfigurement or defilement.
- (7) Should workmen fail to cooperate they may be prohibited by the Trustees from working on the premises.
- (8) It shall further be the absolute responsibility of those persons having the work done to ensure that the workmen implement and follow protective measures at all times and clean up properly after each work session and thoroughly after completion of the project.
- (9) The persons having the work done shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the Common Property be left in a dirty, littered or spoiled condition on completion of such work.
- (10) The above Rules shall mutatis mutandis apply to any work authorised by the Trustees.
- (11) When moving furniture or goods in and out of the complex, those persons doing so shall be held liable for the cost of repairing such damage done.

5 Appearance from outside

- (1) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- (2) Unless authorized by the Trustees in writing, no decorations may be attached to a section. Applications for consent shall be lodged with the Trustees containing full details of the intended work. Work may not proceed before the written consent of the Trustees has been obtained.
- (3) Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- (4) No obstructions shall be placed on walkways or any portion section Common Property.

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(5) Awnings are permitted provided they conform to the specs as stipulated by the Body Corporate. These may not be removed when vacating the premises. Refer to the Board of Trustees for the correct specs. Any awnings not conforming to the specs will be removed at the owners cost.

6 Signs and notices

No owner or occupier of a section, used for residential purposes, shall place any sign, notice, flags or banners 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 written consent of the Trustees first having being obtained.

7 Littering

- (1) An owner or occupier 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.
- (2) In front of the entrance to each Unit should be kept free of litter and cigarette butts.

8 Laundry

- (1) An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- (2) Washing is hung out at own risk.
- (3) Carpets and rugs shall not be shaken, dusted or brushed outside a section or its exclusive area.

9 Storage of inflammatory material and other dangerous acts

An owner or occupier 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.

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10 Letting of units

- (1) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- (2) An owner shall lodge a copy of the Lease Agreement in respect of his/her unit with the Trustees upon occupation, alternatively furnish the Trustees with the details of his/her/its tenants upon written request thereto.
- (3) An owner shall ensure that a copy of the Management Rules, the Conduct Rules and any future amendments thereto, form part of any Lease Agreement and/or Sale and Purchase Agreement pertaining to his section and shall deliver a copy thereof to the tenant, occupant or purchaser of his section;
- (4) An owner shall ensure that a tenant or any person granted a right of occupancy to a unit, is provided with a copy of the Conduct Rules, prior to occupation of the Unit.
- (5) Occupants are responsible for the behavior, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and confirm to these Rules.
- (6) Owners shall further ensure that tenants or occupants undertake in writing to abide by the Rules and conditions. The format of the undertaking and the manner of lodging shall from time to time be prescribed by the Trustees.

11 Eradication of pests

An owner shall keep his/her section and/or exclusive use area free of mice, rats, white ants, borer and other wood destroying insects and to this end shall permit the Trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and exclusive use areas and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be borne by the owner of the section concerned.

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12 Indemnity

All persons, including owners/residents/visitors/other occupants and/or their guests, entering upon the CEDERBERG common property and using any portion thereof do so at their own risk and responsibility. The Body Corporate, the Trustees, its agents, contractors and/or employees will not be liable for any loss or damage to any property or any death or bodily injury to any person, which damages, injury or death may be incurred due to any defect in the common property or its amenities or any negligence of the Body Corporate, the Trustees, its agents, contractors and/or employees.

13 Silence

- (1) Reasonable silence must be maintained daily between 22h00 and 08h00. On Sundays silence must be maintai9ned throughout.
- (2) Motor hooters may not be used on the common property.
- (3) Radios, T.V. sets, musical instruments, motor vehicle alarms and immobilizers and hi-fi equipment must be used in such a manner not to disturb other occupants or the public.
- (4) No fireworks or crackers are allowed within the complex.
- (5) No building construction of any kind may take place on a Sunday, religious holidays or Mondays to Fridays between the hours of 18h00 to 08h00 and on Saturdays from 13h00 8h00.
- (6) Any gathering held in the complex should be contained within the unit at all times. You are to notify your surrounding neighbours 7 days in advance of any social gathering that could cause an inconvenience to them.

14 Nuisance

Occupants shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises.

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15 Children

- (1) Occupants and visitors' children shall be controlled and supervised in order to avoid damage to the Common Property and inconvenience and distress to other occupants.
- (2) Occupants must ensure that their children do not tamper with electrical switches, taps, post boxes, name plates, trees, plants, adornments and other fittings including garden items.
- (3) Ball games shall not be permitted on the Common Property.
- (4) Children are not allowed to play near or around motor cars parked on the Common Property.
- (5) Skating or the use of skateboards on the Common Property is strictly prohibited.
- (6) When playing on the Common Property, children may not damage the plants or flowers.
- (7) No BB guns, ketties, pellet guns, paintball guns or air rifles are allowed to be used in the complex.
- (8) The use of Quad Bikes on Common Property is strictly prohibited

16 Bicycles, motor cycles, etc.

- (1) Bicycles, motor cycles, tricycles, roller skates, skate boards, scooters, caravans, trailers and boats or any other such moveable or recreational item may not be left anywhere on the Common property.
- (2) The use of soap-box carts, skate boards, roller skates, etc. on the common property is prohibited.

17 Parking areas

- 1.1. No items or goods other than motor vehicles or motorcycles may be kept in the carports in front of garages.
- 1.2. Occupants may approach the caretaker regarding the rental of extra parking bay space on a short or long term basis.

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18 Activities on common property

- (1) No hobbies or other activities may be conducted on the common property if it would cause a nuisance to other occupiers.
- (2) Hobbies and other activities, which cause undue noise, are not permitted.

19 Business- and other activities

- (1) No business, profession or trade may be conducted on the common property or in a section, except those which are specifically allowed by the local authority to be conducted in a sectional title scheme.
- (2) No auctions or jumble sales may be held on the Common Property or in any section without the prior written permission of the Trustees.
- (3) No advertisements or publicity material may be exhibited or distributed in the complex without the written consent of the Trustees.
- (4) Hobbies causing a disturbance or nuisance are prohibited.
- (5) When an owner applies for permission to use any portion of his Section for business profession or trade and where permission from the Body Corporate is required, the Trustees shall consider the following:
 - (a) Will the business cause an influx of visiting vehicles into the complex?
 - (b) Will it generate excessive noise?
 - (c) Will it have a negative impact on neighbouring stands?
 - (d) Does it have the potential to attract criminal elements into the complex?
 - (e) Will it depend on onsite advertisement and high visibility?
 - (f) Will it fit in with the general character of the complex?
 - (g) Will it enhance or reduce the desirability of the complex for prospective investors?
 - (h) What will the effect of the business be on the general value of units in the complex?
 - (i) Will the business require additional building construction?

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- How do the direct neighbours of the applicant feel about the intended (j) business?
- Will adequate parking be made available, so as to prevent sidewalk (k) parking?
- Only a business where the owner is self-employed with no staff on site will (1) be considered.
- The Trustees' decision is final subject only to adjudication of any dispute in (m) terms of the Management Rules.
- All business operations must adhere to the criteria and conditions as (n)specified by the Trustees and the local municipal by-laws and regulations.

Entry by third party 20

- In the interest of security, occupants are requested to notify the Trustees (1) timeously in advance of third parties who may from time to time be authorised by them to enter their section to effect repairs, deliver or collect goods. In event of such notice not being given, the Trustees may refuse entry.
- The occupiers of sections are liable for the conduct of their visitors and they (2) must ensure that all rules in terms of the Act, agreement and these rules are

21 Employees, servants and hawkers

- The employee/s of the Body Corporate shall not be interfered with. He/she (1) receives orders from the Trustees or those given the authority to do so by the trustees only.
- No hawkers shall be allowed on the Common Property. (2)
- Occupants shall ensure that their servants do not cause excessive noise in their (3) section or on the Common Property.
- Servants are not allowed to loiter on the Common Property or to remain (4) overnight on any part of the Common Property.

- (5) Should servants contravene these Rules; the Trustees reserve the right, if justified, to refuse such servant entry to the Common Property after notifying the employer.
- (6) No domestic servants and/or workers shall be allowed on the Common Property after 18h00 without the consent of the Trustees.
- (7) Building contractors/sub contractors or their employees must be off CEDERBERG property by 18h00. It is the owners' responsibility to oversee these people.
- (8) Occupiers must provide their servants with toilet paper to prevent the use of other types of paper causing stoppages in sewer pipes.

22 Interior of Sections

Owners shall at all times keep their sections and exclusive use areas in a neat, proper, clean and habitable state and be responsible for the maintenance of the interior paintwork as well as the clearing of blocked drains originating from his/her section, and maintenance of sanitary equipment, all electrical installations and other interior repairs to their units of whatever nature at their own expense.

23 Common property equipment and installations

- (1) Fire-fighting equipment (if applicable) may under no circumstances be used for any purpose other than that for which it is intended. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose than fire fighting will be liable for prosecution by the fire department but will also be made to pay for the hose to be resealed by the fire department as well as incur a fine of R500-00 which will be included with the monthly levy.
- (2) Under no circumstances may occupants tamper with or have work done on the above systems and installations serving the Common Property. Any defects noticed by occupants must be reported to the Trustees.

24 Water

- (1) Water must be used sparingly at all times.
- (2) Non-residents are not allowed to wash their cars on the Common Property or to use water obtained from the complex for this purpose.

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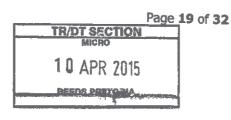
(3) For purposes of this rule, a "non-resident" is a person who occupies for a period less than 6 (six) months or a visitor.

25 Gardening & Plants

- (1) Common Property
 - (a) All gardening on the common property shall be done by persons authorised by the Trustees, unless specifically otherwise agreed.
- (2) Private Gardens (exclusive use areas)
 - (a) Private gardens must at all times be kept neat. Maintenance of which is the responsibility of the owner of the garden.
 - (b) Garden tools and other equipment must not be kept in any place where it will be in view from other units or any portion of the common property.
 - (c) Braaivleis equipment is only permissible where it will not be in view from other units or any portion of the common property.

26 Implementation of fines and penalties

- (1) For the enforcement of any Rules made by the Trustees of the Body Corporate, the Trustees shall be entitled to:
 - (a) Implement a system of fines and penalties from time to time in order to deter any contravention of these Rules and to ensure the due enforcement of these Rules.
 - (b) Any penalties imposed by the Trustees are subject to adjustment and/or ratification by members in General Meeting.
 - (c) In the event of contravention of any of these Rules, the following procedure will be followed and implemented by the Trustees/Managing Agent:
 - (i) A letter of demand will be sent to the member, specifying the nature of the breach and demanding him to remedy the breach within a period of 10 (ten) days;
 - (ii) Should the member fail to adhere to the demand letter and to remedy the breach then, unless written objection is received by the



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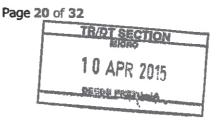
B

owner concerning the alleged contravention, the prescribed penalty shall be implemented and levied against the member's levy account and shall be enforceable, as if such penalty or fine constitutes a normal levy;

- (iii) If the transgression is disputed and upon receipt of any written objection by the Member, a Committee of 3 (three) Trustees appointed by the Chairman for this purpose, shall convene a meeting with the Member within a period of 10 (ten) days to adjudicate upon the issue. The meeting shall take place at a venue and time, and in accordance with such procedure, as the Chairman of the Committee shall direct; provided that the Rules of natural justice shall be observed and at which meeting the Member shall be entitled to address his objection and to call witnesses;
- (iv) The decision of the Board of Trustees shall be final.
- (2) Should the Member refuse to accept the decision of the Board of Trustees on any matter, such dispute shall then be referred to arbitration in terms of Prescribed Management Rule 71 under ANNEXURE 8 of the regulations under the Act.
- (3) Where a provision of the rules are contravened and where an owner persist with his breach of the rules, the penalty as implemented by the Trustees shall be applicable and imposed on a monthly basis for as long as the breach continues and without a new notice to the owner to remedy such breach and without having to again follow the provisions of sub-rule 26(1)(c).

27 Security

- (1) Owners, residents, tenants and visitors shall observe all and any security rules which may from time to time be implemented as a temporary or a permanent measure by the Trustees upon notice to this effect.
- (2) Under no circumstances shall any interference with any security equipment or with security personnel be allowed.
- (3) If any criminal activity on common property is suspected or if any unwanted or unauthorized person is found on common property, then the authorities should be informed and it should be brought to the attention of the Trustees and/or the Managing Agent.
- (4) Costs for the initial registration of the telephone number of an owner/resident on the murcom board for access will be borne by the Body Corporate but in the



A



event of a change of the number, such expense will be for the account of the owner/resident concerned at such reasonable fees as may be prescribed by the Trustees from time to time.

28 Complaints procedure

- (1) Any complaints arising out of a transgression of these Conduct Rules must be directed to the Trustees of the Body Corporate, in writing or through the Managing Agent where a Managing Agent is appointed. Full details (time, date, names, vehicle registration nr, vehicle details and the nature of the complaint) are to be supplied.
- (2) Tenants must address their complaints with the relevant owner, as the Trustees will only deal with written complaints received from the <u>registered owner(s)</u>.
- (3) The person complaining about a transgression must be prepared to co-operate with the Trustees and to furnish a sworn affidavit when required to do so concerning the incident, failing which the Trustees will not proceed with any prosecution or will not implement any fine or penalty.

29 General

(1) No religious or traditional ceremony of any kind may be practiced on the common property or on any exclusive use area.

30 PAINTING

To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:

- (1) facia boards, gutters, roof tiles and downpipes
- (2) the outside window frames
- (3) gates which border directly on communal property
- (4) the post boxes
- (5) the water meter (s) in each section
- (6) in the event of malicious damage, neglect or problems resulting from work undertaken by the owner or his contractor, the above will remain the full responsibility of the owner.



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- 31 THE OWNER OF A SECTION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF:
- (1) the garage doors of his section and mechanism thereof; and
- (2) the plastered inside wall surfaces of exclusive use areas; and
- (3) repair and maintenance of the geyser (s) in his / her / section; and
- (4) the periodic cleaning of his / her gutters and downpipes; and
- (5) all doors of his / her section.
- (6) any owner planning to do any exterior painting must obtain prior written consent from the Trustees with regard to the colour of the paint.

32 Upkeep of sections

- (1) In order to prevent the electricity; water and sewerage systems to be overextended, no more than:
 - (a) Two adults are allowed to occupy a bachelors flat or a flat with one bedroom;
 - (b) Four adults are allowed to occupy a flat with two bedrooms: and
 - (c) Six adults are allowed to occupy a flat with three bedrooms
- (2) In order to cater for families, adult may be read as two children but with a limited maximum of:
 - (a) Two persons in a bachelors flat (2adults or 1adult and 2children); Three persons in a flat with one bedroom;
 - (b) Six persons in a flat with two bedrooms, and
 - (c) Eight persons in a flat with three bedrooms.
- (3) An adult, for purposes of this rule, is a person that is older than the age of sixteen.



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(4) Transgression of this rule will be penalised with a penalty up to twice the monthly levy for the Section concerned.

33 Levies

- (1) Levies are payable on the 1st (first) day of each and every month.
- (2) Failure on the part of any owner to ensure timeous payment of levies or any other amounts due to the Body Corporate will result in the matter being handed over to an attorney for collection.
- (3) All cost incurred for the above actions shall be for the account of the owner (MR 31(5) Annexure 8).
- (4) The owner shall be liable for payment of an administration- / credit control- / hand-over-fee levied by the Managing Agent in respect of any letters of demand and all attorney and own client fees, collection commission and tracing charges.
- (5) In the absence of a determination by the Trustees of the interest rate to be levied on arrear levies, the rate prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975, shall apply.

34 CREATION OF EXCLUSIVE USE AREAS IN TERMS OF THE PROVISIONS OF SECTION 27A OF THE ACT:-

- (1) Exclusive use areas are hereby created in terms of Section 27A of the Act.
- (2) Exclusive use areas as indicated on the scale plan, annexed hereto as Annexure "A", are intended to be used for the purpose as indicated on Annexure "A".
- (3) A member/s of the Body Corporate, who is/are from time to time an owner/s of a section, shall be entitled to the exclusive use, to the exclusion of all other members of the Body Corporate, of those areas of common property adjoining each section as are indicated on the scale plan, attached hereto as Schedule "A", and as indicated in Annexure "B" which indicates which exclusive use area is allocated to which section.
- (4) The trustees from time to time are hereby authorized to allocate the exclusive use of portions of the common property as aforesaid, to the relevant owner(s) of the sections from time to time, in the event of a transfer of a unit.
- (5) It is recorded that an owner cannot part with possession of his/her/its exclusive use area separately from his/her/its Section.



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8

It is recorded that exclusive use rights in terms of Section 27A of the Act do not (6) create a right to urban immovable property over which a mortgage bond, lease, contract or personal servitude of usufruct, usus or habitation may be registered.

DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS 35

In addition to his obligations in terms of section 44 of the Act, an owner-

- shall not use his section, exclusive use area or any part of the common (i) property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building;
- shall not contravene, or permit the contravention, of any law, by-law, (ii) ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title applicable to his section or any other section or to his exclusive use area or any other exclusive use area;
- shall not make alterations which are likely to impair the stability of the (iii) building or the use and enjoyment of other sections, the common property or any exclusive use area;
- shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building;
- shall, when the purpose for which a section and exclusive use area is (V) intended to be used
 - is shown expressly or by implication on a registered (a) sectional plan;
 - is shown expressly or by implication on the original approved (b) building plan thereof;
 - can be inferred from the provisions of the rules; or (c)
 - is obvious from its construction, layout and available amenities, (d)



- not use, nor permit such section or exclusive use area to be used, for any other purpose: Provided that with the written consent of all owners such section or exclusive use area may be used for another purpose.
- (vi) shall not construct or place any structure or building improvement on his or her exclusive use area, without the prior written consent of the trustees, which shall not be unreasonably withheld and that the provisions of section 24 and section 25 or other relevant provisions of the Act or the rules, will not be contravened;
- (vii) shall maintain the hot water installation which serves his section, or, where such installation serves more than one section, the owners concerned shall maintain such installation pro-rata, notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the body corporate.
- (viii) shall be liable for the maintenance and upkeep of his exclusive use area, as if it were part of his/her/its Section, inclusive of all alterations and all improvements thereon;
- (ix) (a) shall be liable to reimburse the Body Corporate for all reasonable expenses incurred by the Body Corporate to remedy any failure of the owner to maintain or repair his exclusive use area or to ensure compliance and enforcement of the provisions of these Rules;
 - (b) where an owner fails to attend to the upkeep and maintenance of any area allocated for his exclusive use in accordance with the standards prevailing in the scheme and fails to remedy any defect and/or to maintain such area after receipt of a written demand from the Trustees at his chosen domicilium citandi et executandi calling upon him to comply within 30 days, then and in that event the Body Corporate shall be entitled to remedy any such failure by the owner and to claim such reasonable costs and expenses from the owner;
 - (c) any reasonable costs and/or expenses so incurred by the Body Corporate shall be debited to the owner's levy account and shall be deemed to be outstanding levies and recoverable in a similar manner and in terms of the same procedures as are applicable with regard to collection of outstanding levies. If the reasonableness of such costs is disputed by the unit owner then the onus of discharging the proof of reasonableness of such expenses shall lie with the owner;





B.

- (x) shall ensure that a copy of the Management Rules, the Conduct Rules and any future amendments thereto, form part of any Lease Agreement and/or Sale and Purchase Agreement pertaining to his section and shall deliver a copy thereof to the tenant, occupant or purchaser of his section;
- (xi) shall not proceed with any alterations, fixtures, installations or additions to any part of the common property within an exclusive use area without the written consent of the Trustees and subject to such conditions as the Trustees may impose thereon. Application must be made in writing and full specifications of the intended alteration must be supplied, including a plan indicating the design, measurements and materials to be used;
- (xii) shall be liable for any increase in the insurance premium caused as a result of any alteration/installation made by the owner within, on or to any area allocated for the owner's exclusive use;
- (xiii) Notwithstanding the provisions of Rule 68(1)(viii) and the obligation of an owner to maintain his exclusive use area, the Body Corporate shall still be liable for the maintenance of the below-mentioned common property areas and which maintenance expenses shall be paid from the levy fund, in accordance with participation quotas applicable. These items are the following:
 - a) All boundary walls, perimeter walls and/or dividing walls;
 - b) The maintenance, replacement and upkeep of all infrastructure serving all units in the complex. (Water supply, electric reticulation, sewers and original paving.);
 - c) A garden service will still be rendered as far as the mowing of lawns and trimming of edges are concerned;
- (xiv) Owners may pursue gardening activities and may lay out gardens within their exclusive use areas and at their own costs and subject to the provisions of Rule 14, provided that no structural additions may be erected without the prior written consent of the Trustees.

36 RULES APPLICABLE TO EXCLUSIVE USE AREAS

(1) All provisions in the Act and Management Rules (Annexure 8) and Conduct Rules (Annexure 9) which are applicable to exclusive use areas as per definition in the Act shall mutatis mutandis apply to the exclusive use areas created in terms of Conduct Rule 12.



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(2) In addition to the rules as are contained in Management Rule 68(1) under Annexure 8 of the Sectional Titles Act of 1986, Rules 35(1)(viii) – (xiv) above, are added to Management Rule 68(i) under number (vii).

[Rule 35 (i) - (vii) is in accordance with Management Rule 68 (1)(1) - (vii).]

37 PLANTS, SHRUBS, TREES AND LAWN

- (i) may be planted on exclusive use areas provided that such plants, shrubs and lawn may not fall under any category, which is prohibited from time to time in terms of any law, by-law or regulation.
- (ii) shall be planted in such a manner so as not to cause a hindrance or damage to any common property, including but not limited thereto, foundations, walls, pipes, drains, any sewerage system, electrified security fencing or other electrical installations, roofs and gutters.
- (iii) shall be removed by the owner and any damages caused thereby repaired at the owner's expense, where at the sole discretion of the Trustees such hindrance or damages are caused or is likely to be caused by such plants, shrubs and lawns. If an owner fails to give effect to these provisions then the Body Corporate shall be entitled to remedy any defect, failure or damages caused and to claim such expenses from the owner, subject to notice as envisaged in terms of Rule 70.

38 AESTHETICAL GUIDELINES

In considering any application in terms of Management Rule 68(1)(vi) with regard to an alteration to common property or any construction or addition to common property, which falls within an exclusive use area, the Trustees shall apply the following guidelines:

- (i) All improvements should be in accordance with these guidelines, in order to create uniformity in the Scheme.
- (ii) Any additions or alterations may not deviate from the existing design, appearance and colour schemes generally applied or used in the Scheme and only materials similar to the majority of materials used in the Scheme, may be used for any additions or alterations.



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- (iii) All television aerials, antennae, satellite dishes, solar heating equipment and/or air-conditioning or any renewable energy installation, should be concealed as far as possible and the Trustees must approve of its positioning in writing.
- (iv) Roofing materials for patios or balconies must be approved by the Trustees in writing. Only ventilation-deck (louvre-deck) may be approved. Shade netting will not be allowed.
- (V) All additions or alterations must blend with the existing colour scheme generally used in the Scheme.
- (vi) All installations, alterations or improvements must be approved by the Trustees in writing and subject to such reasonable conditions as the Trustees may in their sole discretion impose. In considering any request/application from an owner, the Trustees must observe these provisions and consider the rights of other owners and occupants and must ensure that any approvals do not create a nuisance or disturbance to co-owners and/or residents.
- (vii) Thatched lapa's will not be allowed from date of adoption of these rules.
- (viii) If the construction holds an insurance risk or may result in an increase of the insurance premium payable by the Body Corporate, appropriate conditions shall be imposed. Any additional costs shall be for the owner's account.
- (ix) Where any statutory approval or requirements apply in terms of any Statute, Bylaw, Regulation or otherwise, the owner shall as a deemed condition for approval by the Trustees, comply with such approvals and requirements.

39 EXISTING ALTERATIONS TO COMMON PROPERTY

- (i) It is recorded that any existing alterations to common property, construction or addition thereto which falls within an exclusive use area as at date of approval of these Rules shall, from approval of these Rules, be deemed to have been properly approved, provided that if any such alteration, construction or addition does not comply with any provision of the Act or Rules or any requirement that may be applicable in terms of another statutory requirement, By-law, Regulation or otherwise, the owner concerned shall be liable to comply therewith, when required by the relevant Authority or by the Body Corporate.
- (ii) It is recorded that, where any alteration comprises an extension of a Section, such alterations are not condoned and the members will have to comply with the provisions of Section 24 of the Act, which deals with extension of Sections.

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ANNEXURE "B"

Declaration of exclusive use areas

Common property gardens **G1- G101** (inclusive) on the scale layout plan annexed as "A" are exclusive use areas in terms of **Section 27A of the Sectional Titles Act 95 of 1986.** Each garden is reserved for exclusive use of the member of the Body Corporate who is the registered owner from time to time of the section in question.

The gardens are allocated for exclusive use as follows:

SECTION	FLAT NO.	NO OF EXCLUSIVE USE AREA	<u>PURPOSE</u>
1.	1.	G1.	Garden
2.	2.	G2.	Garden
3.	3,	G3.	Garden
4.	4.	G4.	Garden
5.	5.	G5.	Garden
6.	6.	G6.	Garden
7.	7.	G7.	Garden
8.	8.	G8.	Garden
9.	9.	G9.	Garden
10.	10.	G10.	Garden
11.	11.	G11.	Garden
12.	12.	G12.	Garden
13.	13.	G13.	Garden
14.	14.	G14.	Garden
15.	15.	G15.	Garden

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B

16.	16.	G16.	Garden
17.	17.	G17.	Garden
18.	18.	G18.	Garden
19.	19.	G19.	Garden
20.	20.	G20.	
21.	21.	G21.	Garden
22,	22.	G22.	Garden
23,	23.		Garden
24.	24.	G23.	Garden
25.		G24.	Garden
	25.	G25.	Garden
26.	26.	G26.	Garden
27.	27.	G27.	Garden
28.	28.	G28.	Garden
29.	29.	G29.	Garden
30.	30.	G30.	Garden
31.	31.	G31.	Garden
32.	32.	G32.	Garden
33.	33.	G33.	Garden
34.	34.	G34.	Garden
35.	35.	G35.	Garden
36.	36.	G36.	Garden
37.	37.	G37.	Garden
38.	38.	G38,	Garden
39.	39.	G39.	Garden
40.	40.	G40.	Garden
41.	41.	G41.	
42.	42.	G42.	Garden
43.	43.	G43.	Garden
44.	44.		Garden
77,	74,	G44.	Garden





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45.	45.	G45.	Garden
46.	46.	G46.	Garden
47.	47.	G47.	Garden
48.	48.	G48.	
49.	49.	G49.	Garden
50.	50.	G50.	Garden
51.	51.	G51.	Garden
52.	52.	G52.	Garden
53.	53.	G53.	Garden
54.	54.	G54.	Garden
55.	55.	G55.	Garden
56.	56.	G56.	Garden
57.	57.	G57.	Garden
58.	58.	G58.	Garden
59.	59.	G59.	Garden
60.	60.	G60,	Garden
61.	61.	G61.	Garden
62.	62.	G62.	Garden
63.	63,		Garden
64.	64.	G63,	Garden
65.	65.	G64.	Garden
66.	66.	G65.	Garden
67.	67.	G66.	Garden
68.	68.	G67.	Garden
69.	69.	G68.	Garden
70.	70.	G69.	Garden
71.	71.	G70.	Garden
72.		G71.	Garden
73.	72.	G72.	Garden
	73.	G73.	Garden

TR/DT SECTION
MICRO
10 APR 2015







74.	74.	G74.	Garden
75.	75.	G75.	Garden
76.	76.	G76.	Garden
77.	77.	G77.	Garden
78.	78.	G78.	Garden
79.	79.	G79.	Garden
80.	80.	G80.	Garden
81.	81.	G81.	Garden
82.	82.	G82.	Garden
83.	83.	G83.	Garden
84.	84.	G84.	Garden
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86.	86.	G86.	Garden
87.	87.	G87.	Garden
88.	88.	G88.	Garden
89.	89.	G89.	Garden
90.	90.		Garden
91.	91.	G90.	Garden
92.	92.	G91.	Garden
93.		G92.	Garden
	93.	G93.	Garden
94.	94.	G94.	Garden
95.	95.	G95.	Garden
96.	96.	G96.	Garden
97.	97.	G97.	Garden
98.	98.	G98.	Garden
99.	99.	G99.	Garden
100.	100.	G100.	Garden
101.	101.	G101.	Garden



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FORM V

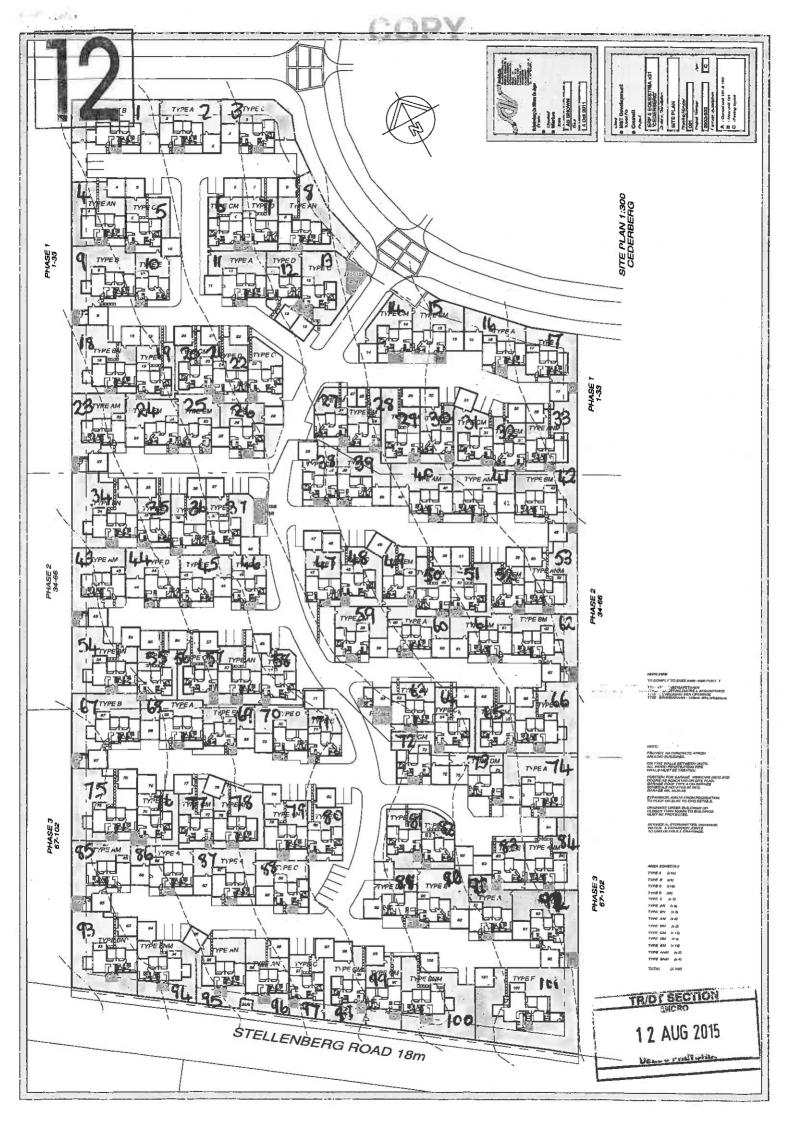
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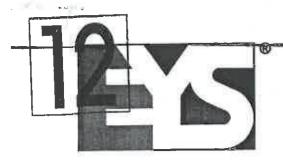
DATE: 20.7. 2015

REGISTRAR OF DEEDS PRETORIA

NOTICE IN TERMS OF SECTION 35(5) OF THE SECTIONAL TITLES ACT, ACT 95 OF 1986

Riana Battison			
Bernadette Kodkot			
the undersigned Trustees of the Controlling	Body for the building or buildings known as		
CEDERBERG			
situated at ERF 512 EQUESTRIA EXT METROPOLITAN MUNICIPALITY;	31 TOWNSHIP, CITY OF TSHWANE		
hereby give notice that on 23 March 2015 the Body Corporate accepted the Sectional Plan of exclusive use (as annexed hereto), and which have been initialled by the Trustees for identification purposes for the control and management of the buildings:			
The plan has been accepted by means of a Body Corporate.	Special Resolution of the members of the		
Riana Bathson	Address:		
TRUSTEE BULLION	24 Cederberg Faverna Extrate		
Bennette Keckett	Address:		
	38 Cederberg		
TRUSTEE	Equestria Estate		
	TROTOECTION		
	1 2 AUG 2015		
	DETERMINE THE WAR WAS A STREET		





Prokureurs, Notarisse en Aktevervaardigers

Attornevs, Notaries and Conveyancers

Reg. No. 1999 / 022245 / 21

PROGRES OF BROKESHIELD

THE REGISTRAR OF DEEDS **PRETORIA**

BY HAND

Ons Verw - Our Ref I DU PISANIE/VDW/MAT14976

U Verw - Your Ref

Datum - Date 11 AUGUST 2015

Dear Sir,

THE BODY CORPORATE OF CEDERBERG RE:

The abovementioned matter has reference.

Kindly find attach herewith the following relevant original documentation for filing thereof:-

1. Form V.

Plan of exclusive use. 2

We trust that you find the above to be in order.

Yours faithfully,

YSTUART INC. Per: I DU PISANIE



Hierdie dokument is bedoel vir die uitsluitlike aandag van die geadresseerde. Hierdie dokument mag inligting bevat wat konfidensieel, privaat en gepriviligeerd van aard is. Die afsender doen nie hiermee afstand van enige privilegie daaraan verbonde nie of van die vertroulike aard daarvan nie. Indien u nie die geadresseerde is nie, word u hiermee in kennis gestel dat enige blootlegging, kopiëring, verspreiding of gebruik van hierdie dokument en enige aanhangsels, uitdruklik verbied word en word u versoek om dit sonder versulm terug te besorg aan die afsender, alternatiewelik onder sy aandag te bring.

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Direkteure / Directors:

Elmo-York Stuart - BLC LLB Jo-Hanna Nell - BLC LLB (Aktevervaardiger / Conveyancer)

Bygestaan deur / Assisted by:

Annelize M J Joubert - LLB

Izak Du Pisanie - LLB

Norman Werner Loock - LLB (Certificate Advanced Trust Law)

Luigi R Gamberini - LLB (Advanced Certificate: Business Rescue)

Carmi Martinson - BCom Law LLB

Hannelie Hattingh – LLB BPolSci (Aktevervaardiger / Conveyancer) Lourens J. Grobler – LLB

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Suite 202 Waterkloof Gardens Office Park Mainstraat 270 Main Street Brooklyn 0181 Posbus / PO Box 6492 Pretoria 000

1 2 AUG 2015

DE SELPINE DIKE