

REGISTRATION OF RULES

Registrar's number of Sectional Plan SS SS 54/2005 / SS 55/2005
Registrar of Deeds PRETORIA

NOTIFICATION UNDER SECTION 35(5) OF THE SECTIONAL TITLES ACT, 1986

We, R. POLS and J. KETTLE
(only two trustees required to sign), the undersigned trustees of the body corporate of the ** SNEEUBERG scheme known as, No , situate at ** EQUESTRIA ESTATE, hereby give notice that on 24 OCTOBER 2005 the Body Corporate made the following rules (set out in the Schedule) which have been initialled by the trustees for identification for the control and management of the buildings:

- *(a) Management Rules († in substitution of, addition to or withdrawal of, or in amendment of the existing rules).
- *(b) Conduct Rules († in substitution of, addition to, or withdrawal of, or amendment of the existing rules).

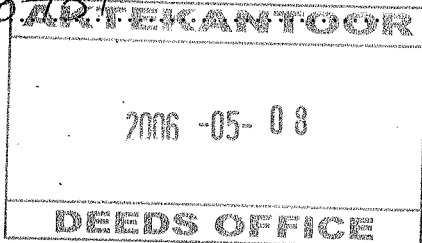
The rules referred to in paragraph (a) have been made by unanimous resolution of the members of the body corporate.
The rules referred to in paragraph (b) have been made by special resolution of the body corporate.

Address C/O PRETORIA ESTATES
P.O. Box 2500

R.A. POLS
Trustee

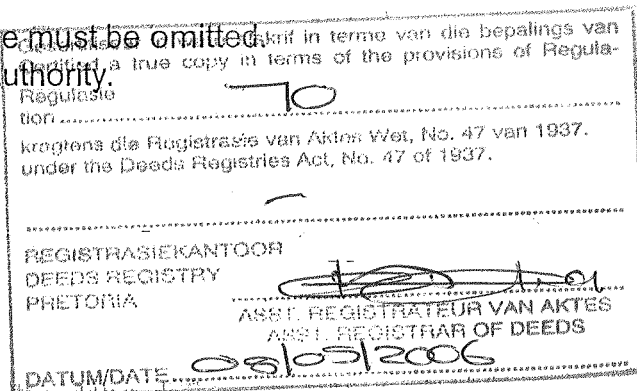
BROOKLYN SQUARE
0011

J.A. KETTLE
Trustee



19/01/2006
Date

*Particulars not applicable in a particular case must be omitted.
**State name of township/suburb and local authority.



SNEEUBERG

Cura Avenue, Equestria Estate, Equestria.

Body Corporate

HOUSE RULES

Rules established for the Body Corporate of SNEEUBERG, in terms of Section 35 of the Sectional Title Act No. 95 of 1986, hereinafter referred to as “the Act”. These rules are effective immediately.

PREAMBLE:

- The purpose of these House Rules is to permit the residents of Sneeu­berg to have full enjoyment of their sections and of the common property, as defined and dealt with in the Act, without interfering with the rights of other residents, and to contribute towards the efficient management of the complex.
- These rules are enforceable by law and must be observed by all owners and tenants.
- All the rules shall apply **ipso facto** to tenants and all persons who have obtained right of occupancy of a section in whatever manner, and no agreement with such residents that is contrary to this stipulation shall be binding.
- These rules may only 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 registered in the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- 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.
- The reference to BODY CORPORATE / TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.
- It is the duty of the Owners to notify the Trustees forthwith of any change of ownership in 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.
- It is the owner's responsibility to provide the Trustees with the details of their tenant as well as the details of the Letting agent. The owner is furthermore responsible for ensuring that said letting agent and or Tenant is furnished with a copy of the House Rules
- Owners wishing to sell their units must notify Estate Agents and or new owners of the House Rules.

SNEEUBERG HOUSE RULES

- An owner who lets a unit must advise the Trustees, in writing, of the name of the tenant, and must make sure that the tenant has a copy of the House Rules.
- Occupants (Owner or Tenant) are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and conform to these Rules. Repeated non-compliance of said visitor or representative of the owner/tenant, will result in those persons(s) being denied admission onto the property.
- Common Areas - All areas outside the Section and its adjoining Garage are regarded as common ground including those areas that are defined by walls, as exclusive use areas surrounding the section.
- Exclusive use Areas – All areas inside the walled areas surrounding each Section, are for the sole use and enjoyment of the owner or tenant of the section thereto attached. These areas remain common ground and the House rules will apply equally to these areas as to the Common Areas.
- Non-compliance with the House Rules.
 1. First reminder by the Body Corporate in writing
 2. Second reminder by the Body Corporate in writing (An admin Fee of R100.00 will be levied on this reminder)
 3. Legal action will be taken to enforce the Rules, the cost of which will be borne by the said owner.

Except for any limitations imposed at the General Meeting the Body Corporate will be responsible to enforce the rules of **conduct**.

1. GENERAL

- 1.1 The communal property of the complex **SNEEUBERG** shall jointly belong to all the owners of units in the said complex and it is the duty of each owner/resident to protect any part of the communal property as if it were their own private property.

2. LEVY PAYMENTS

- 2.1 Levy must be paid monthly, in advance (within 7 days of the 1st day of the month).

Non-payment of levy:

- First reminder by the Body Corporate in writing
- Second reminder by the Body Corporate in writing (An admin Fee of R100.00 will be levied on this reminder)
- Legal action will be taken to recover the outstanding levies (oldest last), the cost of which will be borne by the said owner.

3. NUMBER OF PERSONS RESIDING IN EACH UNIT

- 3.1 A maximum of 4 people only, may reside permanently in any one 2-bedroomed unit at any one time and a maximum of 6 people in a 3-bedroomed unit at any one time.

No people are allowed to stay or sleep in the garages.

No authorisation will be granted, whatsoever, for the conversion of a garage into sleeping quarters or offices

4. MOVING

- 4.1 When moving in or out of **SNEEUBERG**, the owner must inform the Trustees 7 days in advance. A permit, signed by the Chairman, must be handed to the Estate Security on as proof of moving in or out.

When moving in or out please ensure that the driver of the removal van does not enter the motor gate without supervision, to avoid damaging the gate. Owners are responsible for any damage to property during moving. All breakages must immediately be reported to the Trustee.

5. ALTERATIONS, ADDITIONS, DAMAGE AND MAINTENANCE

- 5.1 No alteration may be made to the exterior of the unit as well as the common areas, without the written consent of the trustees. Should council approval be required for the alteration, certified copies of proof of the councils authorisation, as well as copies of any plans, will have to be submitted to the Trustees with such request

- 5.2 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.
- 5.3 No authorisation will be given for the installation of Thatch Lapas or Wendy houses, due to their inherent fire hazard.
- 5.4 Any Security gates (as well as additional garden gates) installed, will have to conform to the design specification for **SNEEUBERG**.
(See addendums)
- 5.5 Owners are responsible for the proper maintenance (including geyser, light fittings, electrical outlets, TV aerial outlets, plumbing, individual doors, locks and security gates etc.) of their units at their own cost.
- 5.6 A resident may not use his "unit", garage or any part of the common property in such a manner or for any purpose, which is destructive to the building, nor permit it to be so used.
- 5.7 A resident may not make any alteration whatsoever that is likely to impair the stability of the building and other improvements.
- 5.8 A resident may not do anything to his exclusive use area, which is likely to prejudice the harmonious appearance of the building
- 5.9 A resident must keep his exclusive use area free of pests. The owner must allow the Trustees to inspect his unit from time to time and take such action reasonably necessary to eradicate such pests. the body corporate is obliged to bear the costs of the eradication, inspection and replacement of material, which forms part the common property of sections that has been damaged by such pests. Any damage to the deeded portion of the unit will be borne by the owner. Should the damage to common property have been caused by the negligence of the owner of the unit, the costs of repair will be recovered from said owner.
- 5.10 No satellite dishes, antennas, air-conditioning systems, gates, banners, etc are to be fitted to/on the common property without the written consent of the Trustees.
- 5.11 No owner will drive nails, paint, screw into, or otherwise alter or damage the common property

6. PARKING/VEHICLES/TRAILERS/BOATS/MOTOR CYCLES, ETC.

- 6.1 Vehicles must only be parked in the garages.
- 6.2 All demarcated parking bays may only be utilised by visitors and then only on a first-come-first-serve principle.
- 6.3 Residents and visitors are not allowed to park in front of the garages and may not block the driveways and demarcated parking bays. Non-compliance will result in the vehicles being towed away at the risk and expense of the owner of the vehicle.
- 6.4 Vehicles parked under the "No Parking" signs will be fined and towed away at the risk and expense of the owner of the vehicle.
- 6.5 No derelict vehicles may be parked anywhere on the property.
- 6.6 No caravans, boats, trailers, etc are allowed to stand on the common property, unless with the authority of the Trustees, whose authorisation shall only be temporary.
- 6.7 All residents must ensure that neither his vehicle, nor the vehicles of his visitors, leaks oil or brake fluid, or in any other manner defaces the common property.
- 6.8 The repair, overhaul or reconditioning (i.e. changing oil or brake pads, engine work, spray painting etc.) of motor vehicles is not permitted on the property.
- 6.9 Washing of cars is only to take place at the garage of the unit. No visitors may wash their cars on the common property. No car engines are to be washed on the common property.
- 6.10 No reckless driving is allowed within the complex. A speed limit of 15 km/h is enforced.

7. ENTERTAINMENT

- 7.1 Radio's, TV's, musical instruments, record/CD/DVD/VCR players, car radios etc. must not be played at such a volume as to cause disturbance to other residents.
- 7.2 Any gathering held in the complex should be contained within the unit and its exclusive use area 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. Any gathering should be limited to the number of people that can be reasonably accommodated within your "unit".

7.3 No fireworks or crackers are allowed within the complex.

8. NOISE

8.1 An owner/tenant who does maintenance and/or repairs to his unit involving power tools and hammering will not be allowed to do so during the following times:

From 20h00 to 08h00 on week days; and

From 19h00 on Saturdays until 08h00 on Mondays.

8.2 An owner/tenant will keep all noise levels, including music, to such a level not to disturb the other occupants.

9. DISTURBANCE

9.1 Noise levels must be maintained by owners/tenants during the following times:

All Evenings from 22h00 to 08h00,

Sundays between 14h00 to 16h00

10. SECURITY

10.1 All residents will be issued with a remote control. The cost of the remote control/s will be for the account of the owner/tenant. Remote controls will be issued on request by the Caretaker.

10.2 For security reasons, no goods / furniture are to be removed from the premises without the relevant authorisation form being signed and approved by the owner and the Caretaker.

For security reasons, kindly ensure that the gate is not left open after you drive in/out.

11. PETS

11.1 Pets are to be registered with the Trustees and will only be allowed with written consent from them. When granting such approval the trustees may prescribe any reasonable condition

11.2 All pets are to wear a name tag reflecting the unit number and complex name, as well as Telephone number if possible

11.3 All cats are to be neutered, and a certified copy of the certificate forwarded to the Trustees

11.4 Should you own a pet, you are to ensure your pet remains on your premises and do not hinder your neighbours.

- 11.5 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 SPCA.
- 11.6 No aviaries will be authorised
- 11.7 The Trustees may withdraw such approval in the event of any breach of any condition.

Strict action will be taken against residents:

- Should their pet be found wandering around the complex unattended and not on a leash
- Should their pet(s) make too much noise,

Should the Pets fouling on the common property not cleaned by the owner.

In addition, residents will be liable to pay for damage caused by their pet(s).

12. REFUSE REMOVAL

- 12.1 No resident may deposit rubbish (including dirt, cigarette butts, food scraps or any litter whatsoever) onto any part of the common property, nor may he allow any other person to do so.
- 12.2 All refuse must be in a plastic bag securely tied or knotted or in the case of tins or other containers, completely drained and placed directly in the bin provided on the common property. Under no circumstances may refuse be left outside of the unit.
- 12.3 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drainpipes. Owners shall be held liable for the clearing of such blockage from the drains emerging from their section.

13. LAUNDRY

- 13.1 A resident may not erect his own washing line (other than those erected by the developer) nor hang washing, laundry or other items on any part of the building (including garden furniture).

14. CHILDREN

- 14.1 Residents must see to it that their children and the children of their visitors behave in such a way as not to disturb or inconvenience other residents.
- 14.2 Any damage caused to the common and or any other property by any child, visitor's children, will be at the parents' expense. This includes damage to plants/trees.

- 14.3 Toys left lying around the complex will be disposed of.
- 14.4 No Guns, Airguns, "Crossbows", Pellet guns or Catapults are allowed to be used in the complex.
- 14.5 No playing in between cars allowed.
- 14.6 The use of skateboards, roller-blades and scooters are not permissible on the common property
- 14.7 No playing of ball games on paved areas
- 14.8 All playing on common property to be supervised by a competent adult

15. SIGNS AND NOTICES

- 15.1 No owner/tenant shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from outside the unit, without the written consent of the trustees first having been obtained.
- 15.2 Traffic signs and road markings on the common property must be obeyed. Traffic must follow entrance and exit signs.
- 15.3 The owner of a unit can, with the written consent of the Trustees, for a maximum of 90 days, display only one "For Sale" board outside the property. Further consent will be required for the period to be extended. This extension will only be granted in increments of 30 days each. The owner may only "show" his unit on weekends during the 90 day period, with the consent of the Trustees, and the show boards will only be allowed on Saturdays and Sundays between 11h00 and 18h00

16. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 16.1 An owner/tenant 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 or any insurance policy.

17. BUSINESS ACTIVITIES

- 17.1 No business, profession or trade may be conducted from or on the common property or on/from a unit.
- 17.2 No auctions or jumble sales are permitted on the common property or unit, without the written authorisation of the Trustees

18. GARDENS

- 18.1 No trees/plants/shrubs may be planted or removed from the communal gardens without prior written approval from the trustees.
- 18.2 The gardening services are under the management of the Managing Agent and the Caretaker. No requests are to be made to the gardening services by any owner or tenant.

19. DOMESTIC WORKERS

- 19.1 Residents must ensure that their domestic workers do not cause undue noise on the common property or elsewhere.
- 19.2 Residents must apply for a **SNEEUBERG** nametag from the Caretaker for their domestic workers. The nametag will allow domestic workers entrance to The Estate.

20. FIRE EQUIPMENT

- 20.1 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.
- 20.2 Do not use fire hoses for washing cars, etc.

21. WINDOWS AND GLASS DOORS

- 21.1 All broken windows and glass doors must be repaired within 7 days.

22. HAWKERS

- 22.1 No hawkers will be allowed on common property.

23. BODY CORPORATE RESPONSIBILITY (Maintenance)

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

- Facia boards, gutters, roof tiles and down pipes
- The periodic cleaning of his / her gutters and down pipes
- The outside window frames
- The garage doors (Not Mechanism)
- The periodic varnishing of all exterior facing doors (Front, Back, S/Q and Garage.)
- The care and maintenance of all communal gardens, as well as the cutting and edging of all lawns of the common property (exclusive use areas included.)
- Gates on communal property
- Replacement of bulbs and repair of electrical infrastructure of all lights on common property, including the "bulkhead" lights at Garages.
- The water meter(s) in each section

23.2 In the event of malicious damage, neglect or problems resulting from work undertaken by the owner or his contractor, the repair of all above will remain the full responsibility of the owner.

24. OWNER'S RESPONSIBILITY (Maintenance)

24.1 The owner of a section shall be responsible for the maintenance and upkeep of:

- The garage doors mechanisms of his section
- Repair and maintenance of the geyser (s) in the section
- Owners shall at all times keep their sections and exclusive use areas in a 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.

25. LIABILITY

25.1 Residents are liable for any damage caused by themselves, children, visitors or domestic workers to the communal property.

26. COMPLAINTS

26.1 Any complaints arising out of the application or lack of observance of the House Rules must be directed to the Trustees of the Body Corporate, in writing, **through the Managing Agent**. Full details (time, date, names, and nature of complaint) are to be supplied.

27. CONCLUSION

- 27.1 The trustees are exempt from any claims or liabilities resulting from the implementation of the house rules.
- 27.2 It is trusted that with cooperation and commitment to the House Rules, all at **SNEEUBERG** will live a safer, happier and more carefree life.