

FORM V

SECTIONAL PLAN NO: SS 551/2004
REGISTRAR OF DEEDS
PRETORIA

DATE: 09-09-2011

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

We,

* NAZNIN KLINK

* WILTER JOHANNES

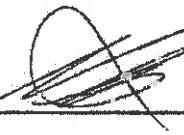
the undersigned Trustees of the Controlling Body for the building or buildings known as

WITTEBERG


situated at EQUESTRIA x 11 Township, The City of Tshwane Metropolitan Council;

hereby give notice that on 24 AUGUST 2011 the Body Corporate accepted the Rules (as contained in the Schedule annexed hereto), which Rules have been initialled by the Trustees for identification purposes for the control and management of the buildings:

- * *Management Rules in addition to the existing Management Rules. These Rules have been accepted by means of Unanimous Resolution of the members of the Body Corporate.*
- ⊙ *Conduct Rules in addition to the existing Conduct Rules. These Rules have been accepted by means of Special Resolution of the members of the Body Corporate.*

NAZNIN KLINK 
TRUSTEE

Address: 100 WITTEBERG
EQUESTRIA ESTATE
EQUESTRIA


W. G. JOHANNES
TRUSTEE

Address: 15 WITTEBERG
EQUESTRIA ESTATE
EQUESTRIA

ARTEKANTOOR
2011-09-12
PRETORIA
DEEDS OFFICE

**MINUTES OF THE SPECIAL GENERAL MEETING OF
WITTEBERG BODY CORPORATE
HELD ON TUESDAY, 24 AUGUST 2011, at 18:00, AT THE CLUBHOUSE,
EQUESTRIA ESTATES**

NOTICE OF THE MEETING

Notice, in terms of Management Rule 54 (7) of Annexure 8 of the Sectional Titles Act (Act 95 of 1986), was given of the Annual General Meeting.

Owners of twenty-five (25) units were present, either in person or by proxy, and eligible to vote. This number was sufficient to form a quorum. In terms of Management Rule 57, the meeting was declared duly constituted.

1. WELCOME AND ELECTION OF CHAIRMAN

Mr Walter Johannes was elected as Chairman for the meeting and welcomed all members present.

ATTENDANCE AND APOLOGIES

Attendance was as per the attendance register. Proxies were recorded. Annette Gowar from Pretor Estates was in attendance.

Annette Gowar(Pretor Estates)

2. SPECIAL RESOLUTION TO BE TAKEN:

- 2.1 To register exclusive use areas in terms of Section 27A of the Sectional Titles Act 95 of 1986.

After discussion, owners present unanimously approved that the common property gardens be made exclusive use areas referring to the Sectional Plan and Annexure A.

It is noted that an owner may not construct or place any structure or building improvement on his exclusive use area without the prior written approval from the trustees.

The trustees will have unrestricted access to an exclusive use area when in the opinion of trustees such access is required for the exercise of its powers or performing of their functions. No other owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

It is noted that there are no longer rates payable and as each unit has a garden, the trustees will keep on maintaining the garden. The owner of the exclusive use area will be responsible for maintenance costs of lapas, swimming pools and other structures they have built or placed on the exclusive use area.

Should an owner wish to extend his/her unit, permission is required from 75% of owners, if a special general meeting is held, or 100% if done per post. Extending a section will affect the participation quotas allowed to all sections. If there is a deviation of more than 10% in the participation quota of any section, the consent of the bondholders of each and every section where there is a bondholder, is required. The extension must be shown on an amended sectional plan.



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3. CONFIRMATION OF LAPAS, SWIMMINGPOOLS, ENCLOSED PATIOS AND ANY OTHER ALTERATION TO COMMON PROPERTY, IS SUBJECT TO OWNERS OBTAINING PERMISSION FROM THE CITY COUNCIL, WHERE APPLICABLE

It is noted that permission is required from the city council for lapas, swimming pools and carports. It is confirmed that there are sections where alterations and extensions have been done, and where the correct procedure was not followed. In view of this, the trustees will send out a letter bringing this to the attention of all the owners. Those owners will have to obtain permission from the trustees, as well as the council and can then share the costs of having the Sectional Plan amended.

4. APPROVAL OF INSTALLATION OF GUTTERS

The Chairman informed owners of the damp problems, especially after each rainstorm, which resulted in the trustees having to pay for repairs. The trustees are subsequently of the opinion that all sections should be fitted with gutters, as discussed at the AGM which was held in February 2011.

Three quotations were obtained and the trustees resolved to appoint Seamless Gutters. When the rains started, the trustees, due to the urgency of the matter, instructed the contractor to continue with the installation, starting at the units of the trustees and owners who had indicated that they want gutters to be installed.

T Heydenreich indicated that she is not happy with the procedure that was followed, as there was no consensus reached at the AGM. A Gowar advised that according to the Act, the correct procedure was followed – this special general meeting was arranged, when the trustees decided to go ahead with the installation, a letter was sent to owners informing them that the gutters are going to be installed, giving the reason, the name of the contractor and the means by which the project was going to be financed. Three owners objected, the contractor was informed not to continue, the special levy was not implemented and the matter is now discussed at the meeting.

Ms Heydenreich pointed out the difference in the quotes and her concerns regarding the contractor. The trustees took note and undertook to investigate and confirm with the contractor that the gutters being installed are indeed SABS approved. Owners will be informed accordingly.

It is noted that since 2005, the previous trustees had allowed owners to install their own gutters and repair their own damp problems.

The chairman furthermore advised that every unit that does not have gutters, has the same problem and if gutters are not going to be installed the woodwork is going to deteriorate.

The lintels and the damp problems will be attended to in the new financial year.

It is noted there will be 100% supervision and quality control, with the caretaker on the premises.

After discussion it is agreed that each owner will pay for his own gutters and can arrange with Pretor to pay it off over 3 or 6 months. S Nel will arrange with the contractor to make out an invoice for each owner.

It is proposed that the trustees implement stricter measures and criteria when appointing contractors.



5. UNANIMOUS RESOLUTION TO BE TAKEN

To approve installation of additional gates, failing which the common property will have to be restored to its original state.

This decision could not be taken, as 80% of owners of the body corporate were not represented.

6. APPROVAL OF SUPPLEMENTARY MANAGEMENT RULES

The rules could not be approved, as 80% of owners were not represented and the quorum requirements for a unanimous resolution were not met.

7. CLOSING

There being no further matters under discussion, the Chairman thanked the members for having attended and closed the meeting.

Signed on this _____ day of _____ 201_____

CHAIRMAN



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X

WITTEBERG

Body Corporate

CONDUCT RULES

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



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1. PREAMBLE

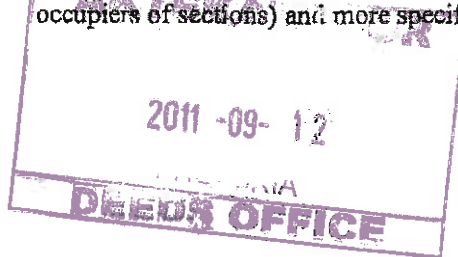
- 1.1 These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of WITTEBERG.
- 1.2 These rules may be added to, amended or repealed by a Special Resolution at a General 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 registered in the Deeds Office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- 1.3 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.
- 1.4 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.
- 1.5 In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.

2. PROPRIETARY RIGHTS TO CONDUCT RULES

- 2.1 These Rules are and remain the property of the Body Corporate and shall remain in the section when it is vacated.
- 2.2 Should a set of Rules be lost, the Body Corporate may charge a reasonable fee for its replacement.

3. DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS

- 3.1 The attention of owners and occupiers of sections is especially drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of owners and occupiers of sections) and more specifically section 44 of the Act (Duties of owners).



4. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

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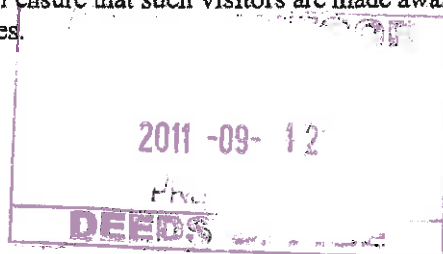
- 4.1 The attention of all owners is also especially drawn to rule 3 of the Management Rules.
- 4.2 It is the duty of the Owners to notify the Trustees forthwith of any change of ownership in his / her section and of any mortgage or other dealing in connection with his / her section as specified in section 44 (1) (f) of the Act.
- 4.3 It is the owners responsibility to provide the Trustees with the details of their tenant as well as the details of the Letting agent.

5 SUPPLY OF TENANT'S PARTICULARS BY NON-RESIDENT OWNER

- 5.1 Owners must supply full particulars of tenants of their sections and any changes as they take place, to the Trustees before such tenants take occupation. This is essential not only for good order, but also to identify who is entitled to be on the premises and use the amenities.
- 5.2 Owners must also notify the Trustees and keep them informed as to the agent, if any, who does the letting on their behalf.
- 5.3 Such 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.

6 TENANTS AND VISITORS

- 6.1 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.
- 6.2 The owner of any unit who lets his unit/s shall advise the Trustees of the name of the lessee and of the period of the lease and shall, at the request of the Trustee, provide the Trustees with a copy of the lease and variations thereto.
- 6.3 The owner undertakes to attach a copy of these Rules to the lease. The owner further undertakes that all lease/s of his unit/s shall contain a term in the following words to a similar effect: **"The lessee acknowledges having received from the lessor a copy of the "Conduct Rules" for this Body Corporate. The lessee hereby agrees and undertakes to be bound thereby and to comply therewith in all respects"**.
- 6.4 Occupants are responsible for the behaviour, acts and omissions of their visitors and shall ensure that such visitors are made aware of, understand and confirm to these Rules.



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- 6.5 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.

7 ENTRY BY THIRD PARTY

- 7.1 In the interest of security, occupants are requested to notify security as well as the Estate Manager 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.

8 INFLAMMABLE GOODS AND SAFETY OF PROPERTY

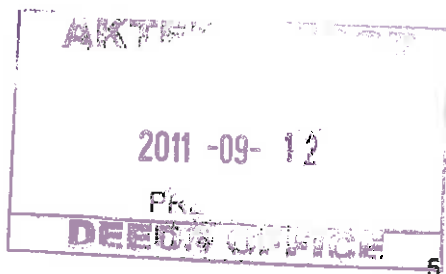
- 8.1 An occupant shall not store any material, explosive material and devices, commit or allow to be committed any dangerous act in the section or on the Common Property which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.

9 NUISANCE

- 9.1 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.

10 SILENCE

- 10.1 Silence must be maintained on Monday to Thursday between the hours of 10pm and 8am. Silence must be maintained on Friday and Saturday between the hours of 11pm and to 9am the following day. On Sundays silence must be maintained throughout.
- 10.2 Radios, T.V. sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other occupants or the public. Visitors may not hoot, play loud music or shout when leaving a unit of the complex.
- 10.3 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.
- 10.4 No fireworks or crackers are allowed within the complex. Discharging of guns is also not allowed within the complex grounds.



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11 CHILDREN

- 11.1 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.
- 11.2 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.
- 11.3 Ball games shall not be permitted on the Common Property.
- 11.4 Children are not allowed to play near or around motorcars parked on the Common Property.
- 11.5 Skating or the use of skateboards on the Common Property is strictly prohibited.
- 11.6 When playing on the Common Property, children may not damage the plants or flowers.
- 11.7 No BB guns, ketties or pellet guns are allowed to be used in the complex.

12 MOTOR VEHICLES AND PARKING

- 12.1 No occupant shall park his / her vehicle upon the Common Property, or permit his / her visitors' vehicles to be parked upon the Common Property, without consent of the Trustees which approval may not unreasonably be withheld.
- 12.2 The motor vehicle of occupants shall be parked in the garage for the exclusive use of that unit and shall not be parked on the Common Property at any given time e.g.: driveways, yellow lines and gardens or in front of garages.
- 12.3 All parking areas on the Common Property (marked with white lines) are for the use of all owners and visitors. These parking areas are NOT for the exclusive use of the units nearest to the them.
- 12.4 The Trustees may cause a vehicle to be removed at the risk and expense of the owner of a vehicle, if such vehicle is parked on the Common Property without the Trustees written consent.
- 12.5 Occupants of units shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the Common Property.
- 12.6 Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the Common Property.



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- 12.7 No motor wrecks may be kept on the Common Property or on the sidewalks.
- 12.8 Persons causing, in any manner or form whatsoever, damage to the Common Property, shall be held responsible for the repair of such damage.
- 12.9 Parking of vehicles in entrances to the Common Property or in areas giving access to garages and causing obstruction by doing so, is strictly forbidden. Vehicles so parked may be towed away at risk and expense of the owner thereof.
- 12.10 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.
- 12.11 Vehicles may not be driven at a speed in excess of 15 km per hour on the Common Property.
- 12.12 Vehicles must be driven as quietly as possible on the Common Property.
- 12.13 Motor hooters or other audible warning devices (excluding burglar alarms and motor vehicle immobilizers) may not be used on the Common property.
- 12.14 Garages shall be kept clean and tidy. Garage doors to be kept closed to look neat
- 12.15 Should occupants have more than 2 vehicles, additional vehicles may only be parked in areas allocated by the Trustees for that purpose if available.
- 12.16 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 block entrances to garages. 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.
- 12.17 No caravans / boats / trailers allowed on the property without written permission from the Trustees and the vehicles may not be parked on the grass.
- 12.18 Garages to be used for their intended purpose.

13 BICYCLES, MOTOR CYCLES, ETC.

- 13.1 Bicycles, motor cycles, tricycles, roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the Common property.
- 13.2 Rules 12.1 to 12.4 are also applicable to the articles referred to in rule 13.1.



14 LAUNDRY

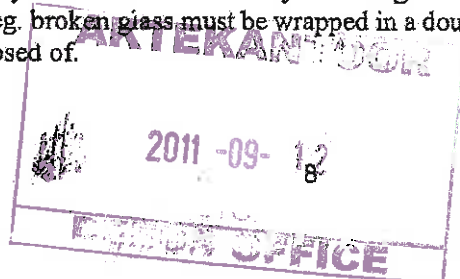
- 14.1 An occupant of a section shall not, without prior written consent of the Trustees, erect washing lines, nor hang washing or laundry or any other items on any part of the buildings or the Common Property so as to be visible from outside the buildings or from any other section.
- 14.2 Washing is hung out at own risk.
- 14.3 Carpets and rugs shall not be shaken, dusted or brushed outside a section or its exclusive area.

15 ANTENNAS

- 15.1 No TV Antenna or Satellite dish for DSTV 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.
- 15.2 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, without the approval of the Trustees or in such a way to cause a disturbance to other owners will be moved at the owners cost.

16 REFUSE DISPOSAL

- 16.1 An occupant of a section shall -
- 16.1.1 within his section or exclusive use area, maintain in a hygienic and dry condition, a receptacle for household refuse;
- 16.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 16.1.3 for the purpose of having the refuse removed by the municipal authorities, place such receptacle within the area and at the times designated by the Trustees.
- 16.1.4 when the refuse has been removed, return such receptacle to his/her section or exclusive use area.
- 16.2 Rubbish may not be handled contrary to the regulations of the local municipal authority, eg. broken glass must be wrapped in a double layer of newspaper before being disposed of.



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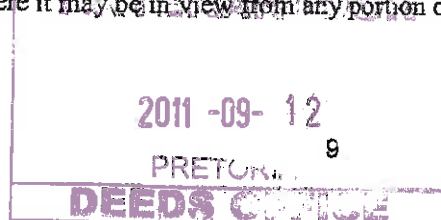
- 16.3 Littering on the Common Property is strictly prohibited.
- 16.4 Occupants shall ensure that contractors attending to maintenance or improvements to their section on their behalf, do no litter on the Common Property.
- 16.5 Persons leaving rubbish on any part of the Common Property or public areas surrounding the property are liable to prosecution under the Municipal Health Regulations.
- 16.6 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drainpipes. Occupants shall be responsible for clearing blocked drains in their sections.

17 EMPLOYEES AND HAWKERS

- 17.1 The employees of the Body Corporate shall not be interfered with. They receive orders from the Trustees only.
- 17.2 No hawkers shall be allowed on the Common Property.

18 PETS

- 18.1 An occupant of a section shall not, without the prior written consent of the Trustees which approval may not be unreasonable withheld, keep any pet in his/her section or on the Common Property.
- 18.2 When granting such approval, the Trustees may prescribe any reasonable condition.
- 18.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 18.2 by the owner of the pet.
- 18.4 Animals shall not be permitted on the Common Property unless carried or leashed.
- 18.5 All pets will wear a nametag reflecting the owner's telephone number on the tag.
- 18.6 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 on a daily basis.
- 18.7 Cat litter trays shall not be left on the Common Property and cat litter shall be sealed in bags before disposal.
- 18.8 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.
- 18.9 No aviaries, kennels or other like accommodation for pets may be sighted on any place where it may be in view from any portion of the Common Property or adjoining units



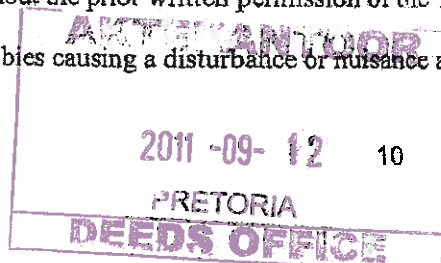
- 18.10 All cats are to be neutered and a copy of the certificate to be forwarded to Trustees.
- 18.11 No pets are allowed unless written permission has been granted by the Trustees. Any pets not registered with the Trustees will be considered as stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.
- 18.12 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.
- 18.13 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.
- 18.14 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 should their dog not be 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.

19 DOMESTIC WORKERS

- 19.1 Occupants shall ensure that their domestic workers do not cause excessive noise in their section or on the Common Property
- 19.2 Domestic workers are not allowed to loiter on the Common Property or to remain overnight on any part of the Common Property unless they sleep in a room/domestic quarters.
- 19.3 Should domestic workers or other workers contravene these Rules, the Trustees reserve the right, if justified, to refuse such domestic entry to the Common Property after notifying the employer.
- 19.4 No domestic workers or other workers shall be allowed on the Common Property after 20:00 without the consent of the Trustees, unless they are residing in a room/servants quarters.
- 19.5 Owners should obtain identification cards for the domestics from security.

20 BUSINESS AND OTHER ACTIVITIES

- 20.1 No business, profession or trade may be conducted on the Common Property or in any section without the approval of the Body Corporate.
- 20.2 No auctions or jumble sales may be held on the Common Property or in any section without the prior written permission of the Trustees.
- 20.3 Hobbies causing a disturbance or nuisance are prohibited.



21 COMMON PROPERTY EQUIPMENT AND INSTALLATIONS

- 21.1 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.
- 21.2 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.

22 GARDENS AND LAWNS

- 22.1 Residents shall assist in maintaining the gardens adjoining their unit in a neat and tidy condition, but will be assisted by the garden service. No person may issue instruction to the gardeners, except in writing to the Trustees.

23 DAMAGE, ALTERATION OR ADDITIONS TO THE COMMON PROPERTY

- 23.1 A resident of a section shall not place or do anything on any part of the Common Property, including patios, stoeps and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of a section.
- 23.2 Unless authorized by the Trustees in writing, no alterations to be performed to the section or any part of the Common Property, or 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.
- 23.3 Lapas will be allowed but have to be done according to the requirements of the council. Owners of lapas will be liable to pay the increased insurance premiums. Braais, swimming pools and jacuzzis will be allowed, subject to these mentioned conditions.
- 23.4 Wendy houses will not be allowed. Small dolls houses will be considered provided they cannot be seen from outside and if the neighbours do not object.
- 23.5 Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- 23.6 No obstructions shall be placed on walkways or any portion of the Common Property.
- 23.7 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.



- 23.8 An occupant shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- 23.9 Notwithstanding rule 23.2, an occupant or person authorised by him may install-
- 23.7.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
- 23.7.2 Any screen or other device to prevent the entry of animals or insects; Provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- 23.7.3 Security gates must be of the design specified for Witteberg.
- 23.10 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.
- 23.11 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.
- 23.12 Should workmen fail to cooperate they may be prohibited by the Trustees from working on the premises.
- 23.13 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.
- 23.14 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.
- 23.15 The above Rules shall mutatis mutandis apply to any work authorised by the Trustees.
- 23.16 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.



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24 SIGNS AND NOTICES

- 24.1 No tenant / owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

25 ERADICATION OF PESTS

- 25.1 An owner shall keep his / her section 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 the section and taking such action as may be reasonably necessary to eradicate such pests. The costs of the inspection and eradicating any such pests as may be found within the section and exclusive use areas, 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.

26 DISCIPLINARY ACTION AND PROCEDURES

- 26.1 Should occupants disregard these Rules, they may be summoned to appear before a Disciplinary Committee appointed by the Board of Trustees.
- 26.2 If found guilty by the Disciplinary Committee, a fine of not exceeding R1000 may be imposed.
- 26.3 Should any amount payable to the Body Corporate by an owner or tenant be due and in arrears, interest will accrue at 20% per annum, compounded monthly, from the date the amount became due till the date of receipt of payment. The Trustees may from time to time alter the interest rate provided that such interest rate does not exceed the maximum rate permitted by law. The Trustees must give all persons affected by this, 30 days prior written notice of any alteration to such interest rate stating the amended rate and the effective date of implementation.
- 26.4 Should it be necessary for the Trustees to act against any owner or occupant, such owner or occupant shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.

27 WATER

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



28 BODY CORPORATE'S RESPONSIBILITY (MAINTENANCE)

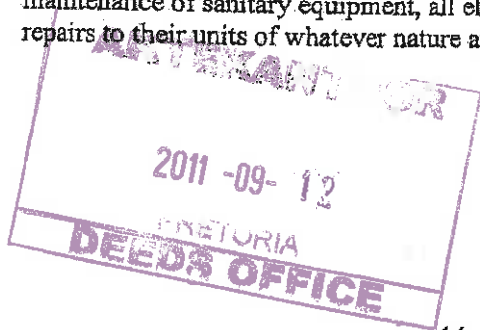
To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:

- 28.1 facia boards, gutters, roof tiles and down pipes
- 28.2 the outside window frames
- 28.3 the garage doors (Silkwood only)
- 28.4 gates which border directly on communal property
- 28.5 electrical installations
- 28.6 the water meter(s) in each section
- 28.7 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.

29 THE OWNER'S RESPONSIBILITY (MAINTENANCE)

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

- 29.1 the garage doors of his section and mechanism thereof (exclude varnishing)
- 29.2 the plastered inside wall surfaces of exclusive use areas: and
- 29.3 repair and maintenance of the geyser (s) in his / her / section: and
- 29.4 the periodic cleaning of his / her gutters and down pipes: and
- 29.5 all doors of his / her section.
- 29.6 Any owner planning to do any exterior painting must obtain prior written consent from the Trustees with regard to the colour of the paint.
- 29.7 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.



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30 PERMANENT RESIDENTS

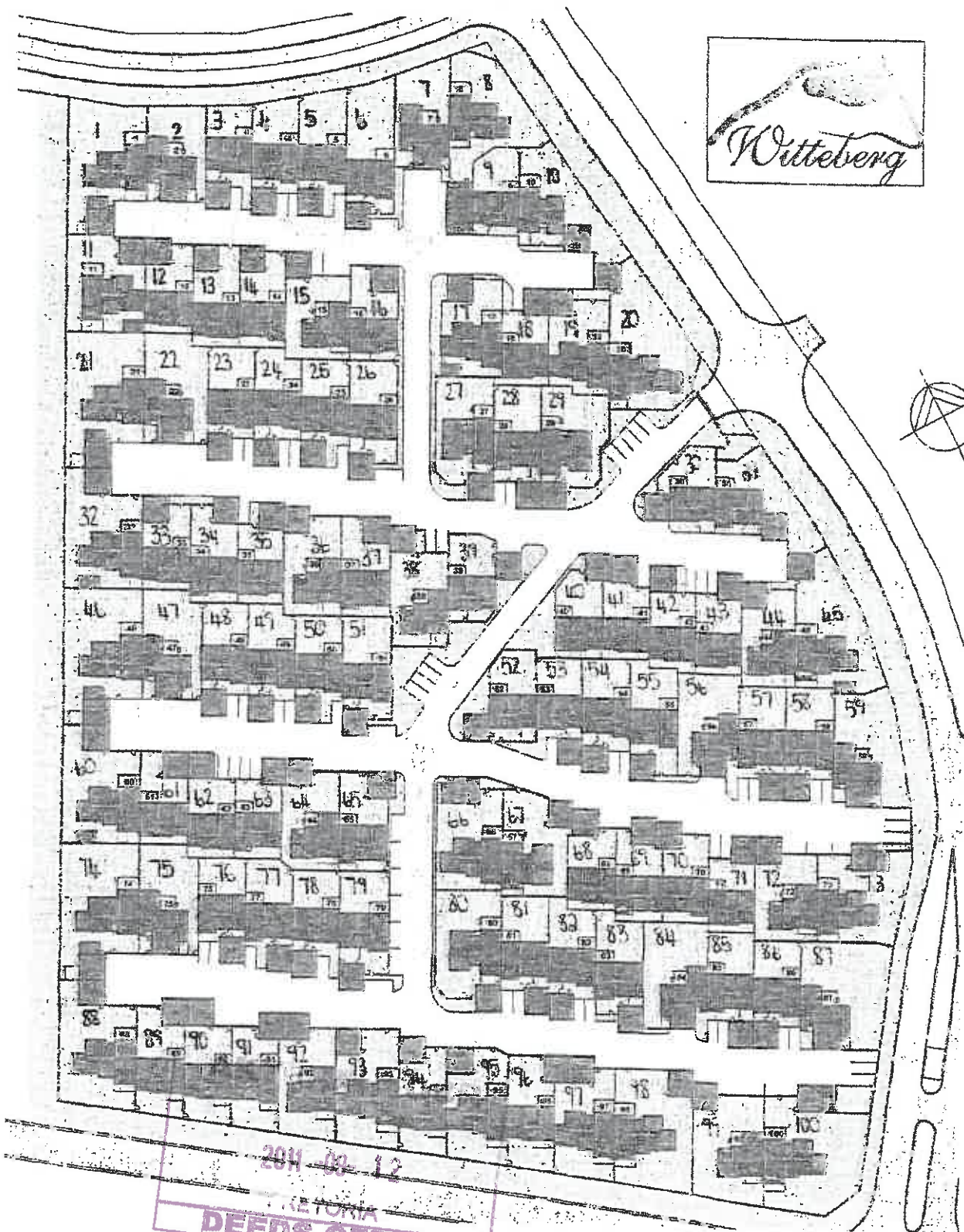
30.1 The maximum number of permanent residents (longer than three months) permitted to a unit, will be 2 per bedroom. Should this maximum be exceeded, it will cause additional expenses regarding services such as water, sewerage, and refuse removal as well as possible damage to the Common Property. Therefore the Trustees will be entitled to increase the monthly levy pro rata to the percentage increase in occupants.

30.2 No sub-letting of servant's quarters.

31 AMENDMENTS TO CONDUCT RULES

31.1 Any Conduct Rule contained herein, that corresponds to any Management Rule, must be reconcilable with the relevant Management Rule and may only be amended by a unanimous decision of the Body Corporate subject that it remains reconcilable with the relevant Management Rules.





2011-02-12
VICTORIA
DEEDS OFFICE

Handwritten signature and initials

ANNEXURE "A"

DECLARATION OF EXCLUSIVE USE AREAS

Common property gardens marked G1 to G100 (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:

| No of Exclusive use area | Purpose | Owner of rights |
|--------------------------|---------|---------------------|
| G1 | Garden | Owner of section 1 |
| G2 | Garden | Owner of Section 2 |
| G3 | Garden | Owner of Section 3 |
| G4 | Garden | Owner of Section 4 |
| G5 | Garden | Owner of Section 5 |
| G6 | Garden | Owner of Section 6 |
| G7 | Garden | Owner of Section 7 |
| G8 | Garden | Owner of Section 8 |
| G9 | Garden | Owner of Section 9 |
| G10 | Garden | Owner of Section 10 |
| G11 | Garden | Owner of Section 11 |
| G12 | Garden | Owner of Section 12 |
| G13 | Garden | Owner of Section 13 |
| G14 | Garden | Owner of Section 14 |
| G15 | Garden | Owner of Section 15 |
| G16 | Garden | Owner of Section 16 |
| G17 | Garden | Owner of Section 17 |
| G18 | Garden | Owner of Section 18 |
| G19 | Garden | Owner of Section 19 |
| G20 | Garden | Owner of Section 20 |
| G21 | Garden | Owner of Section 21 |
| G22 | Garden | Owner of Section 22 |
| G23 | Garden | Owner of Section 23 |
| G24 | Garden | Owner of Section 24 |
| G25 | Garden | Owner of Section 25 |
| G26 | Garden | Owner of Section 26 |
| G27 | Garden | Owner of Section 27 |
| G28 | Garden | Owner of Section 28 |
| G29 | Garden | Owner of Section 29 |
| G30 | Garden | Owner of Section 30 |
| G31 | Garden | Owner of Section 31 |
| G32 | Garden | Owner of Section 32 |
| G33 | Garden | Owner of Section 33 |
| G34 | Garden | Owner of Section 34 |
| G35 | Garden | Owner of Section 35 |
| G36 | Garden | Owner of Section 36 |
| G37 | Garden | Owner of Section 37 |
| G38 | Garden | Owner of Section 38 |
| G39 | Garden | Owner of Section 39 |
| G40 | Garden | Owner of Section 40 |



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| | | |
|-----|--------|---------------------|
| G41 | Garden | Owner of Section 41 |
| G42 | Garden | Owner of Section 42 |
| G43 | Garden | Owner of Section 43 |
| G44 | Garden | Owner of Section 44 |
| G45 | Garden | Owner of Section 45 |
| G46 | Garden | Owner of Section 46 |
| G47 | Garden | Owner of Section 47 |
| G48 | Garden | Owner of Section 48 |
| G49 | Garden | Owner of Section 49 |
| G50 | Garden | Owner of Section 50 |
| G51 | Garden | Owner of Section 51 |
| G52 | Garden | Owner of Section 52 |
| G53 | Garden | Owner of Section 53 |
| G54 | Garden | Owner of Section 54 |
| G55 | Garden | Owner of Section 55 |
| G56 | Garden | Owner of Section 56 |
| G57 | Garden | Owner of Section 57 |
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| G79 | Garden | Owner of Section 79 |
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| G81 | Garden | Owner of Section 81 |
| G82 | Garden | Owner of Section 82 |
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| G84 | Garden | Owner of Section 84 |
| G85 | Garden | Owner of Section 85 |
| G86 | Garden | Owner of Section 86 |
| G87 | Garden | Owner of Section 87 |
| G88 | Garden | Owner of Section 88 |
| G89 | Garden | Owner of Section 89 |
| G90 | Garden | Owner of Section 90 |
| G91 | Garden | Owner of Section 91 |
| G92 | Garden | Owner of Section 92 |
| G93 | Garden | Owner of Section 93 |
| G94 | Garden | Owner of Section 94 |
| G95 | Garden | Owner of Section 95 |

2011-09-12
SECRETARIA
RECORDS OFFICE

G96
G97
G98
G99
G100

Garden
Garden
Garden
Garden
Garden

Owner of Section 96
Owner of Section 97
Owner of Section 98
Owner of Section 99
Owner of Section 100

AKTSEKANTOOR
2011-09-12
PRETORIA
DEEDS OFFICE