SCHEDULE Initialed by two trustees for identification purposes Depans william & the Jafta unette Patrica

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Prepared by M P LUTGE INC.

(N.B Trustees to initial each page of the Conduct Rules)

BODY CORPORATE OF MOORLANDS

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SS No. 131/1987

CONDUCT RULES As registered by the Deeds Office

SUBSTITUTED 35 (2) OF THE SECTIONAL TITLES ACT, 1986

1. ELECTRONIC MEDIA

- 1.1 Electronic Media (email) will be the preferred method of communication between all parties.
- 1.2 All correspondence, notices etc. will be sent via email to all members of the Body Corporate.
- 1.3 Owners are therefore to ensure that the managing agents are provided with the correct email addresses.

2. TRUSTEES' DIRECTIVES

In their obligation to do all things reasonably necessary for the control, management and administration of the common property, the trustees shall be entitled to issue reasonable written directives in elaboration of these conduct rules which shall be binding upon owners, occupiers, contractors and visitors.

3. ENFORCEMENT OF RULES BY FINES

- 3.1 In the event of an alleged breach by an owner of any of his obligations under the Act or any of the management or conduct rules or trustees' directives made in terms of the conduct rules, then the trustees shall have the remedies hereafter set out in addition to and without prejudice to any other remedy available.
- 3.2 The trustees shall be entitled to summons an owner or occupier to appear before a committee(the Managing Agents and at least two Trustees)to answer any alleged breach referred to above and to show cause why a fine should not be imposed.
- 3.3 The owner shall be given written details of the alleged breach, with 14 working days' notice of the disciplinary hearing date. A minimum of 5 working days written notice from the disciplinary date hearing needs to be given by the owner to confirm this meeting with the Managing Agent, of the owner's intention to defend the fine. This action will then constitute the cost of the Hearing. Failure to confirm the meeting will result in the fine being confirmed.
- 3.4 <u>The cost of the disciplinary hearing</u> is either against the <u>owner or the Body</u> <u>Corporate</u> depending on the outcome. The owner if unsuccessful with their appeal will be responsible for both the fine imposed by the Body Corporate and the Managing Agents costs, debited to the owners levy account.
- 3.5 The hearing shall be held as soon as possible and shall be informal. The committee (managing agents and at least two trustees) shall consider evidence and documents relating to the alleged breach. The owner or occupier may be represented and shall be allowed to present evidence and documents.
- 3.6 After the hearing, the committee (managing agents and at least two trustees) shall reach its decision and give written notice thereof to the owner and the trustees together with the fine imposed if still applicable. The Owner shall be liable for the costs of the hearing should the committee so decide.
- 3.7 The trustees shall be entitled to impose fines not exceeding R5 000.00 for any breach referred to in this rule.
- 3.8 Should the owner fail to appear at the hearing, then the committee shall reach its decision in his absence and thereafter notify the owner in writing.
- 3.9 In the event of the owner disputing the decision or the amount of the fine, such dispute shall be resolved by arbitration in terms of Management Rule 71.

4. NUISANCE

4.1 An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, including an exclusive use area, or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or inconvenience to any other owner or

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occupier of a section, to the supervisor or staff of the body corporate or to any other person lawfully present.

- 4.2 Owners and occupiers shall cause quietness to be maintained between 22:00 and 07:00 on all days in sections and on the common property, including exclusive use areas.
- 4.3 Motor hooters shall not be sounded on the common property.
- 4.4 Radios, musical instruments, record players, television receivers and loud voices shall be used in such a manner as not to disturb owners or occupiers in adjoining sections or be heard outside of the unit.
- 4.5 An owner shall be required to keep his air conditioning unit in a good state of repair so as not to cause undue noise to adjacent sections, failing which the trustees shall be entitled to have it repaired at the owner's cost.
- 4.6 Building operations in a section or exclusive use area, including drilling, hammering, sawing and any other noise-creating repairs, whether carried out by the owner or a contractor, shall only be carried out between the hours of 08:00 and 16:00 on weekdays and 08:00 and 12:00 on Saturdays. Permission may be granted by the trustees for work on Sundays and public holidays. All building operations shall be expeditiously completed.
- 4.7 It is of the utmost significance that an owner or occupier shall not cause or permit noise from a section to be heard in the section below. In particular, owners and occupiers shall ensure that the movement of furniture over tiled surfaces and wooden flooring, the footsteps of persons with hard sole shoes and other like contact with the surfaces do not result in noise being carried to bedrooms of the section below. In respect of such hard surfaces the trustees shall be entitled to require owners and occupiers to fit pads on the feet of furniture to eliminate such noise.
- 4.8 Fireworks shall not be lit or discharged in any section, exclusive use area or on the common property.

5. LETTING & PARTING WITH OCCUPATION OF SECTIONS

Each unit leased is to convert their electricity supply from a monthly account sent from the Metro, to an in house,"pay as you go electricity meter", the specifications of the meter are to meet the Metro's regulations.

N.B. An owner or his agent is responsible to attach a copy of the House Rules to each Sales Agreement/ Lease when selling/renting their unit and ensure the House Rules are understood in their entirety to eliminate unnecessary disciplinary hearings with their unpleasant implications.

5.1 The owner and/or his Agent <u>must ensure that a copy</u> of the registered Body Corporate House Rules forms part of an annexure to the Agreement of lease.

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- 5.2 In order to maintain the appeal, value and status of the complex it is the policy of the body corporate to discourage frequent weekend or short-term letting or occupation by persons other than the owner, his family and bona fide friends, which makes it difficult to identify and control occupiers and enforce the rules and manage and supervise the complex. It increased the security risk and introduces an occupier who does not necessarily have the same proprietary interest in the complex.
- 5.3 An owner shall not let his section (or allow such section to be sublet) for less than six consecutive months without the prior written consent in writing of the trustees, which consent shall not be unreasonably withheld if there are any special circumstances.
- 5.4 Save with the prior written consent of the trustees, which consent shall not be unreasonably withheld, an owner shall not part with the occupation of his section in his absence, to any person other than his family and bone fide friends, whether for part of a day or night or otherwise. Such prohibition shall include parting with occupation for direct or indirect reward or for no reward.
- 5.5 In granting consent as aforesaid, the trustees shall be entitled to impose such conditions to vary same and to withdraw consent in their discretion. In particular, the trustees shall be entitled to refuse or withdraw consent where persons who have occupied or who are occupying an owner's unit have caused or are the cause of a nuisance or security problem.

6. LETTING/TRANSFER OF SECTIONS COMPRISING GARAGES

The owners of sections or exclusive use areas which comprise garages or parking bays shall not be entitled to let same to any person or entity who is not already an owner or occupier of one of the other sections in the scheme. In particular the trustees shall be entitled to prevent any person or entity from hiring, using or occupying such sections or exclusive use areas unless the hirer, user or occupier is also the owner or occupier of one of the other sections.

When selling a unit the rented open parking space is not automatically offered to the new owner but first offered to those unit owners who are on a waiting list to rent an open parking space from the Body Corporate.

7. VEHICLE PARKING

- 7.1 A vehicle shall be deemed to include a motorcycle and a trailer.
- 7.2 An owner, occupier, contractor or visitor shall not park so as to leave unattended any vehicle upon the common property without the prior written consent in writing of the trustees and shall not park a vehicle in an exclusive use parking bay or garage without due authority or entitlement. Notwithstanding the aforegoing, the trustees shall be entitled to designate parking areas for visitors, contractors and additional parking for owners and occupiers including restricted periods and time limits.

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- 7.3 The trustees may cause to be wheel-clamped, removed or towed away, at the risk and expense of the owner or user of the vehicle, any vehicle parked in breach of these rules without prejudice to the disciplinary proceeding and imposition a fines upon an owner referred to in these rules.
- 7.4 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and contractors, do not drip oil or brake fluid onto or in any other way deface the common property including an exclusive use area.
- 7.5 An owner or occupier shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, including an exclusive use area or in a section.
- 7.6 No buzz bikes, bicycles, tricycles, roller skates, scooters or skate boards shall be used on the common property.
- 7.7 No person shall sleep in any vehicle parked on the common property, including an exclusive use area or in any garage.
- 7.8 Save with the prior written consent of the trustees, mobile campers, caravans and boats shall not be brought onto any portion of the common property, including an exclusive use area or garage.
- 7.9 Vehicles shall not be washed using fire hydrants.

8. MANAGEMENT OF BODY CORPORATE SURPLUS FUNDS

- 8.1 The trust account is to be budgeted to have sufficient funds available to meet double the monthly expenses.
- 8.2 The surplus funds are to be transferred to an interest bearing account and are to be drawn when required.
- 8.3 Sub-Accounts must be created to attend to certain projects which have monthly budget values, to meet time frames for projects. These funds cannot be utilized for any other use without the approval of 75% of the owners.

The sub accounts are as follows;

Annual Insurance Saving Account, Payment of the insurance premium for the Body Corporate policy, annually

Upgrading /Decoration Savings Account, This project is to be implemented between every 8 to 10 years.

<u>Fumigation Savings Account</u>, over the building where the property is situated in the "borer belt" as determined by the Entomologists. Project, every 10 and 15 years.

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Individual Water Meter Savings Account to alter existing water supply to each unit and install a new 22mm copper water meter manifold to the Metro specifications, including 2 new lever isolation valves per manifold. Thereafter on application to the Metro, by the Body Corporate in collaboration with all the Unit Owners, the Metro will fit the individual meters which cost will appear on each owners Metro account.

On completion of the Water Meter project, other projects will be saved for in budgeted time frames when required.

9. LEVIES AND OTHER CHARGES PAYABLE BY THE OWNER

9.1 Interest at a minimum rate of 15.5% will accrue on all arrear levies. The Trustees to have the authority to increase this percentage at their discretion.

At the discretion of the Managing Agents in collaboration with the Trustees, they will agree on the timing of handing over the errant owner to an Attorney to progress the matter to finality.

- 9.2 The trustees shall be entitled to make administrative charges against an owner (to be fixed by the trustees in their discretion) for sundry expenses caused by an owner such as obtaining legal, accounting and technical advice, letters written, faxed or sent by e-mail, telephone calls or work generally done, bank charges or other expenses incurred. This shall apply in particular to expenses arising from:
 - 9.2.1 The failure of an owner to pay any amount to the body corporate timeously
 - 9.2.2 An owner being in breach of the Act or the Rules or any directive issued by the trustees;
 - 9.2.3 An owner making a cash payment into the bank account of the body corporate or its agent
 - 9.2.4 The provision of any letter or document for or on behalf of an owner
 - 9.2.5 call-out time for lost keys, water leaks, electricity faults.
- 9.3 All monies due to the body corporate shall be allocated firstly to amounts other than levies and contributions and only thereafter to levies and contributions.
- 9.4 Unless otherwise resolved by the trustees, all levies or contributions shall be payable by members monthly in advance on the first day of each and every month

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10. USE

- 10.1 An owner or occupier shall use or permit the use of his section, including an exclusive use area, for residential purposes only.
- 10.2 In particular, an owner or occupier shall not:
 - 10.2.1 Employ any person in the section for reward or otherwise, save as a domestic worker
 - 10.2.2 Carry on any profession, practice, occupation, trade or business in or from the section, in particular such that results in customers, clients or persons who have a business relationship with the owner or occupier being admitted to the section.
- 10.3 Reference to the complex's building plans of each unit; each room has a designated use which defines that particular room's use which in turn the following must be adhered to.

The maximum number of persons who may permanently reside in or occupy a section overnight is two persons per bedroom and one person in the enclosed or partly enclosed porch. A lounge or dining area shall not be counted as a bedroom with no "flat beds and mattresses" being kept in this area. Notwithstanding the foregoing, the trustees shall be entitled, in their discretion, to increase this maximum over holiday periods to allow for two extra children less than twelve years of age. No person shall be entitled to sleep in a garage or on the common property, including an exclusive use area.

11. REPAIRS/ALTERATIONS TO SECTION AND EXCLUSIVE USE AREA

- 11.1 An owner shall repair and maintain his exclusive use area in a state of good repair.
- 11.2 No structural alterations, additions, enclosure of a patio or balcony and no building work which, according to National building regulations, requires the consent of the local authority, shall be carried out in or to a section or exclusive use area until plans of same have been furnished to the trustees and their prior written consent has been obtained. Any consent shall be conditional upon local authority approval where applicable. The alterations and additions referred to above shall also include the tilling or retilling of floor surfaces other than in a kitchen or bathroom. In particular the trustees shall have regard for the noise factor created by tiled surfaces above bedrooms.
- 11.3 Prior to granting consent the trustees may require a certificate from an engineer that the stability of the building is not impaired.
- 11.4 In granting consent the trustees may impose reasonable conditions as to the work and may request a deposit of money as security for damages as well as payments for the excessive use of any lift where applicable.
- 11.5 Repairs or alterations to electrical wiring and plumbing shall be effected only by a person qualified to do so and such work shall comply with the standards and bylaws of the relevant local authority
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12. REFUSE DISPOSAL

- 12.1 <u>Refuse shall be securely wrapped in plastic bags</u>. Unless the trustees have arranged for refuse to be collected by staff, <u>refuse shall be placed in the bins</u> located and provided on the common property and <u>the bin lids shall be securely replaced</u>. Save as aforesaid, no refuse, including private refuse bins, shall be left on the common property.
- 12.2 The trustees shall be entitled to issue written directives for any matters relating to the storage and collection of refuse, including garden refuse.

13. SIGNS AND NOTICES

An owner or occupier shall not 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 the written consent of the trustees first having been obtained.

14. APPEARANCE FROM OUTSIDE/ STORAGE ON COMMON PROPERTY

- 14.1 An owner or occupier shall not construct or place anything on any part of a section or the common property, including an exclusive use area and including balconies, decks, patios, stoops and gardens which in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 14.2 An owner or occupier shall not store or leave, or allow to be storing or leaving, any article or thing in or on any part of the common property except with the written consent of the trustees first having been obtained.
- 14.3 An owner or occupier shall not place beds in any other area of the unit other than the prescribed bedroom/s and/or porch.

15. DAMAGE TO ANOTHER SECTION/PAYMENT OF INSURANCE EXCESS

- 15.1 An owner shall be entitled to recover the reasonable cost of repair of any damage to his section from the owner of another section in which the cause of such damage arose
- 15.2 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter or add any structure, fixture or fitting to any part of the common property without first obtaining the written consent of the trustees. An owner shall be liable to compensate the body corporate for any damages caused to the common property by that owner, his lessee, occupant, employee guests and any member of his family.
- 15.3 Should the cost of repair be paid by an insurer, any excess shall be recoverable by the owner through the Body Corporate by means of debiting the owner liable for the damage whose section sustains damage or by the body corporate (whomever is liable for such excess) from the owner of the other section.

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15.4 In terms of Management Rule 29 (4) the body corporate shall be responsible for excess payments in respect of specific damage within or to an owner's section, namely such damage as is caused by events beyond the boundaries of the section but **excluding** damage caused by the act or omission of the owner or any occupant of that section and also **excluding** damage caused by the failure of the hot water installation serving such section

16. ANIMALS, BIRDS AND REPTILES

- 16.1 An owner or occupier shall not, without the prior written consent of the trustees, keep or replace any animal, reptile or bird in a section or on the common property.
- 16.2 When granting such approval, the trustees shall require any female animal to be spayed and they may also prescribe any other condition.
- 16.3 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 9.2
- 16.4 In the event of approval being withdrawn in terms of sub-rule 9.3, the trustees shall have the right to require any such animal, reptile or bird to be removed from the complex.
- 16.5 Approved animals shall not be permitted on any part of the common property unless carried or controlled on a leash.

17. BRAAI, OUTDOOR FIRE COOKING

Owners and occupiers shall not braai at the pool area or in parking areas and are permitted to braai only in areas set aside by the trustees for this purpose. The use of Weber type ovens or gas braai's only shall be used and should a smoke nuisance be caused, the permission may be withdrawn by the trustees.

18. DAMAGE, ALTERATION OR ADDITIONS TO COMMON PROPERTY

- 18.1 An owner or occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter or add any structure, fixture or fitting to any part of the common property without first obtaining the written consent of the trustees. An owner shall be liable to compensate the body corporate for any damages caused to the common property by that owner, his lessee, occupant, employee, guests and any member of his family.
- 18.2 An owner or occupier shall not install:
 - 18.2.1 any locking device, safety gate, burglar bars or other safety device for the protection of his section or,
 - 18.2.2 Any screen or other device to prevent the entry of animals or insects; without the prior written consent of the trustees who shall be entitled to prescribe the nature and design of the device and the manner of it installation.

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- 18.3 No air-conditioning unit, awning, external blinds, satellite dish, television aerial or flagpole shall be installed on any part of the common property, including an exclusive use area, without the prior written consent of the trustees and, where applicable, the local authority.
- 18.4 Any approved installation shall be repaired and maintained by the owner, failing which the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

19. DOMESTIC WORKERS

The trustees shall be entitled to require the domestic workers of owners and occupiers to provide their names and identity numbers, to carry a permanent card of identification and to take whatever other steps the trustees may deem necessary for the security of the premises. The cost of any or all of the aforementioned shall be borne by the owner/occupier.

20. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer beetles and other insects and to this end shall permit the trustees, the managing agent and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section 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.

21. EXCLUSIVE USE AREA

- 21.1 In terms of section 27 A of the Sectional Titles Act No. 95/1986, rights of exclusive use and enjoyment of a part/area of the common property (hereafter referred to as EUA) shall be conferred upon a member of the Body Corporate in his capacity as owner, from time to time of his respective section in accordance with a layout plan to scale annexed hereto marked "A" on which is clearly indicted the locality of the distinctively numbered EUA, and the purposes for which such EUA may be used and to which member's section such EUA is allocated.
- 21.2 There shall also be conferred upon the member in his aforesaid capacity the exclusive use and enjoyment of existing improvements to such EUA and any future improvements duly authorized.
- 21.3 Subject to any restrictions against registration thereof, the provisions of the Act and the prescribed Management and Conduct Rules relating to the exclusive and exclusive use areas shall apply to such EUA as set out in this Rule.
- 21.4 The owner shall at all times, at his own expense, repair and maintain his EUA and all improvements so as to keep same in a state of good order and repair.

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22. GARDEN AREA/STAFF

- 22.1 The body corporate gardens shall be subject to the control of the trustees.
- 22.2 Owners and occupiers shall not give instructions to staff, provided that they shall be entitled to employ staff out of their usual hours of employment for casual work.

23. LAUNDRY& WASHING LINES

- 23.1 An owner or occupier shall not erect his own washing lines nor hang any washing or laundry, bathing costumes, towels or any other items on any part of his section, his exclusive use area, the building patios, balconies or the common property so as to be visible from outside the buildings or from any other sections with the exception of the units on the inner circle, who may make use of clothes horses.
- 23.2 Laundry must be left to dry on the washing lines provided on the common property but the body corporate shall not be responsible for any loss. No washing shall be left on the lines after 21:00 nor before 05:00. No one apartment shall monopolies the lines, nor can any person "book a line" for future use.

24. REMOVALS AND DELIVERY OF FURNITURE

- 24.1 Owners and occupiers shall advise the trustees or the supervisor (if there is one) seven days in advance of the intended day of the removal or delivery of furniture or any other heavy goods. Removal vans shall not impede the flow of traffic.
- 24.2 The trustees shall be entitled to impose a weight restriction upon the vehicle and its load before such vehicle is permitted to travel on the roads of the body corporate.

25. SECURITY

- 25.1 For security reasons the trustees may require an owner to provide personal information including an identity number of:
 - 25.1.1 a lessee or occupier approved in terms of Rule 17.2 or 7.3
 - 25.1.2 Any contractor or service provider who intends to gain entry to a section.
- 25.2 Failing notice as required in 23.1 the trustees shall be entitled to refuse entry to the building.
- 25.3 The supervisor (if there is one) or a security officer appointed by the trustees shall be entitled to call upon any person to identify himself or herself and to refuse entry to the common property and any section to any person who is unable to reasonably identify himself or herself with the owner's authorization to occupy the section; likewise, the trustees shall be entitled to take whatever steps they deem necessary to remove from a section and the common property any person whom they were entitled to deny entry aforesaid.

26. SLAUGHTERING OF ANIMALS

Save with the prior written consent of the trustees, no slaughtering of animals or birds shall be permitted in any section or on the common property.

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27. STORAGE OF INFLAMMABLE MATERIAL & OTHER DANGEROUS ACTS

27.1 An owner or occupier shall not store any material or do or permit or allow to be done, any other dangerous act in any section or on the common property which will or may put the premises at risk of damage or increase the rate of the premium payable by the body corporate on any insurance policy.

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27.2 Save for his exclusive use area, an owner or occupier shall not repair, alter or interfere with the electrical supply on the common property. Electrical faults shall be reported to the trustees.

28. ANNUAL GENERAL MEETINGS OR SPECIAL GENERAL MEETINGS

Whenever a quorum is not met at the AGM/SGM, a subsequent AGM/SGM will take place and items recommended at the initial AGM/SGM will be passed at the next meeting without a quorum if applicable.

M.P. LUTGE INCORPORATED 162 Clarence Road, Berea Durban, 4001

Tel: 031 303-7122 Email: lutgeco@dbnlaw.co.za

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MOORLANDS BODY CORPORATE

BODY CORPORATE NO. 131/1987

SPECIAL RESOLUTION OF THE BODY CORPORATE OF MOORLANDS (BODY CORPORATE NO. 131/1987) PASSED AT THE ANNUAL GENERAL MEETING HELD AT MAXPROP HOUSE 98 BULWER ROAD GLENWOOD DURBAN ON THURSDAY 10 **SEPTEMBER 2015**

RESOLVED:

THAT THE CONDUCT RULES, A COPY OF WHICH WAS LAID UPON THE TABLE, TO BE USED IN SUBSTITUTION OR ADDITION TO THE EXISTING RULES, ARE HEREBY APPROVED FOR THE PURPOSES AFORESAID

AND

RESOLVED FURTHER THAT:

(NAME) White Greenville Welliam

(ADDRESS) 73, 11TH Avenue Derea Durban 4001.

AND

(NAME) Lynete PATRICIA THETA-

(ADDRESS) / Mourlands

158 Moore Road Durban 4001. Be and hereby authorised to sign the Notification under Section 35(5) of the Sectional Titles Act 95, 1986 and to initial the said Rules for the purposes of identification, to enable the Body Corporate's Conveyancers to have same noted by the Registrar of Deeds.

CERTIFIED A TRUE EXTRACT

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MAXPROP HOLDINGS (PTY) LTD - ADMINISTRATION **MANAGING AGENTS**

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CHAIRMAN OF THE BODY CORPORATE

REGISTRAR OF DEEDS PIETERMARITZBURG

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

William Grenville Williams. We.

and

Lynette Pabricia Jafta

the undersigned Trustees of the Body Corporate of the Sectional scheme known as:

MOORLANDS BODY CORPORATE

Number 131/1987

Situated at: 158 Moore Road Durban

Hereby give notice that on the **10 SEPTEMBER 2015** 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:

CONDUCT RULES (in substitution / addition)

The Rules referred to have been made by Special Resolution of the members of the Body Corporate.

Address: 158 MOORE ROAD DURBAN 4001 KWAZULU NATAL

Signature

10/9/2013.

Address: 158 MOORE ROAD DURBAN 4001 KWAZULU NATAL

10/0/2015