### CONVEYANCER'S CERTIFICATE IN TERMS OF SECTION 11(3)(e) OF ACT 95/1986

I, the undersigned, MANETTE STRAUSS, Conveyancer of Umhlanga,

hereby certify for the Sectional Title Scheme known as

STRAUSS DALY PLACE, as delineated on Sectional Plan SG D362/2012 and situated on

Portion 16 (of 15) of Erf 2406 Umhlanga Rocks Registration Division F.U., Province of Kwazulu-Natal

- the Rules prescribed in terms of Section 35(2)(a) and as contained in Annexure 8 of the Sectional Titles Act have been added to by the Developer as per attached Annexure A. Should any of these rules in Annexure A conflict with the rules in terms of Section 35(2)(a) and Annexure 8, then the rules in Annexure A shall be applicable.
- 2. the Rules prescribed in terms of Section 35(2)(b) and as contained in Annexure 9 of the Sectional Titles Act have been substituted by the Developer as per attached Annexure B. Should any of these rules in Annexure B conflict with the rules in terms of Section 35(2)(b) and Annexure 9, then the rules in Annexure B shall be applicable.

SIGNED AT UMHLANGA ON 8 MARCH 2013

John auss

CONVEYANCER

MANETTE STRAUSS Strauss Daly Incorporated 2<sup>nd</sup> Floor, East Coast Radio House SHELLY BEACH Drive Umhlanga

### **ANNEXURE A**

### STRAUSS DALY PLACE – MANAGEMENT RULES

### RULES ADDED TO BY THE DEVELOPER TO THOSE RULES PRESCRIBED IN TERMS OF SECTION 35(2)(a) OF THE SECTIONAL TITLES ACT

### **INTERPRETATION**

- (i) "Scheme" means RIDGE 5 sectional title scheme which is laid out on Portion 16 (of 15) of Erf 2406 Umhlanga Rocks, Registration Division FU, Province of Kwazulu-Natal in extent 1,0110 (ONE COMMA ZERO ONE ONE ZERO) hectares
- (j) "Body Corporate" means the Body Corporate of the Scheme;
- (k) if any of these rules is contrary to the Act or unenforceable for any other reason whatsoever, such rule shall be deemed to be separate from the rest of the rules, without any way affecting the validity of the remaining rules.
- (i) "Association" means RIDGESIDE MANAGEMENT ASSOCIATION NPC Registration Number 2007/006323/08.
- (m) "Body Corporate Rules" mean the rules of the Body Corporate.
- n) "Developer" means Chanter Properties Proprietary Limited Registration Number 2010/011228/07.

### SIGNS AND NOTICES

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- (iii) The owner of section 49 has the exclusive right to name the building which shall be known as "Strauss Daly Place". This right shall vest in the owner of Section 49 in perpetuity. Furthermore the building name cannot be amended without the written consent of the owner of section 49.
- (iv) The owners of sections 1, 4, 48, 49 shall be entitled to display their respective corporate signs free of any charge on the two revolving signs attached to the building in consideration of their standing as the members with the largest participation quotas as at the date of the inception of the Body Corporate of Strauss Daly Place which right shall vest in perpetuity
- (v) All other signage shall be undertaken by members of the Body Corporate at their own cost and in strict compliance with the signage criteria document published by Elphick Proome Architects and subject to the approval of the Trustees of the Body Corporate.

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### ENTERTAINMENT AREA

- 25. (a) The members shall be bound by the terms and conditions of a lease entered into between Urban Buzz Café (Pty) Ltd (the Lessee) which is a wholly owned subsidiary of Three Cities Management Limited and the Developer. The Lessee will operate a café on the common property for the convenience of all owners and occupiers.
  - (b) The open entertainment area and bar on the west side of the café shall be managed by the Lessee and these facilities may be booked though the Lessee for Corporate Entertainment purposes by prior written arrangement with the Trustees of the Body Corporate.
  - (c) The relevant owners and occupiers of sections utilising the entertainment area after hours from time to time shall be responsible for cleaning up the designated entertainment area after use thereof and all refuse, etc. shall be placed in the refuse bins provided.
  - (d) All owners and occupiers of sections shall conduct themselves in an appropriate manner to the satisfaction of the Trustees whilst using the designated entertainment area and café facilities.

### INSURANCE

29. (4) An owner shall be obliged to pay the excess (or a pro-rata portion of the excess as determined by the Trustees in their sole discretion) on any insurance claim that relates to his unit, if such claim arises in any way due to the fault or negligence of the owner.

### LEVIES

31. (1) The liability of owners to make contributions, and proportions in which the owners shall make contributions for the purposes of Section 37(1) of the Act, or may in terms of Section 47 of the Act be held liable for the payment of a judgement debt of the body corporate, shall with effect from the date upon which the body corporate comes into being, be borne by the owners in accordance with the participation quotas as reflected on the attached Annexure "C", notwithstanding that the participation quotas are different on the approved Sectional Title Plans.

### RIDGESIDE MANAGEMENT ASSOCIATION NPC

72. In so far as the Sectional Titles Act No. 95 of 1986 permits should the Body

Corporate Rules be in conflict with the Memorandum of Incorporation and/or the Rules (and any amendments thereto) of the Association, the Memorandum of Incorporation and/or Rules of the Association shall prevail.

### COLLECTION OF LEVIES

- 73 (a) In the event of the Trustees instituting any legal action, or proceedings against an owner as a result of any breach of the Act, any Management and/or Conduct Rule or the regulations framed hereunder, the owner shall be liable to pay, all attorney and client own fees and disbursements, including collection commission, as determined by the Kwa-Zulu Natal Law Society from time to time.
  - (b) Any levy in arrears shall bear interest at the rate of 24% per annum, calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive).
  - © Any payment to the Body Corporate may only be made by means of one of the following into a duly designated account for this purpose:
    - (1) By stop or debit order;
    - (2) Internet or electronic transfer;
    - (3) By direct payment;
    - (4) Cash payments (Any bank charges incurred will be for the account of the owner/tenant).
    - (d) Levies and other applicable charges, are payable in advance on or by the 1<sup>st</sup> of each month in which they are raised. Any amounts not paid by the said date are considered "arrear" and/or "outstanding" and action will be taken against the defaulting owner. A letter of demand dated the 7<sup>th</sup> and an administration cost as determined by the Trustees from time to time, will be sent to the owner demanding immediate payment of the full outstanding amount. Should the amoun still be outstanding at the end of the month, the account will be handed over for collection on the 30<sup>th</sup> of the same month.

### **EXCLUSIVE USE AREAS**

74 (a) The areas designated as exclusive use areas on the plan annexed hereto and marked annexure "A" (Parking) shall be allocated to the owners of the Scheme in accordance with the schedule attached hereto marked annexure "B", as contemplated in Section 27(A) of the Act. The aforesaid owners shall be entitled, free from the payment of any consideration, to the exclusive use, occupation and enjoyment in perpetuity (and to the exclusion of other owners and all other persons) of the exclusive use area

iv

allocated to them in the schedule attached hereto marked annexure "B", which areas are illustrated on the plan attached hereto marked "A", subject to the provisions of these Rules and in particular, subject to the provisions of this Rule 74.

- (b) An owner shall only be entitled to utilize any portion of the common property allocated to it as an exclusive use area, as contemplated in Rule 74(a) above, for the use specified in the schedule attached hereto marked annexure "B". (Notwithstanding the provisions hereof, all exclusive use parking bays located on Level 0 shall be regarded as unallotted visitor's parking).
- (c) The Body Corporate shall take all necessary steps in its power to ensure that the aforesaid exclusive use areas shall be reserved for the exclusive use of the respective owners save as provided for above in 74 (b).
- (d) The Body Corporate shall maintain each exclusive use area on the common property in the Scheme.
- (e) Each respective owner shall not use his respective exclusive use area or permit it to be used in such a manner or for such purposes as are likely to impair the safety, appearance or amenity of other sections or other parts of the common property.
- (f) Notwithstanding the provisions of Rule 74, an owner shall permit the Trustees and their agents access to any exclusive use area allocated to him at all times.
- (g) An owner may not let or alienate any exclusive use area allocated to him separately from his section.

### DOCUMENTS

75. All documentation and/or correspondence and communications shall be dealt with in English.

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### A **TENANT PARKING BAY ALLOCATIONS**

## **RIDGE 5 OFFICE DEVELOPMENT**

# NOTE: Open parking refers to level 0 parking deck

		Darking Rave	* Rave	,	
Section	Shareholder	Open	Covered	Total	Parking bay Numbers
-	EVALUE Durantity surveyors	6	19	25	59-61/68-70/151-162/166/184-189
J   -	1 vest Quartery surveyors		л	6	71/190-194
	Luc vo roissi i ain co	4	20	24	50-53/137-141/167-179/203/204
J 4	Limongo Pertoleum Additives (ntv) Ltd	1	6	7	54/142-147
	Buccal Trading & Investment 35 (btv) Ltd	1	6	7	11/163-165/181-183
	Winway Devialonments (ntv)   th	1	6	7	63/123-125/148-150
		2	20	10	81/82/195/196/210-215
10	The DFS Prperty Trust		3	1 1	1/2/100/107-202/205-209
11	VB Garach Family Trust	2	71	- I4	T 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
12	Mountside Investments (pty) Ltd	2	7	9	12/13/99-105
13	Mountside Investments (pty) Ltd	1	6	7	14/98/132-136
14	Rosatraf cc	1	6	7	15/126-131
5	Jenco Highland Trust	1	6	7	26/117-122
1	The Flsworth Familt Trust	2	12	14	3/4/216-227
17	Rockstar Investments cc	2	8	10	5/6/106-113
18	Tropical Paradise Trading 431	2	11	13	7/8/114-116/297-304
19	Amdew Properties cc	2	7	9	16/17/340-346
20	Amdew Properties cc	1	6	7	18/347-352
21	Palamdew Properties	-4	6	7	19/296/310-314
2	Hertomark Investmests (ptv) Ltd	1	6	7	97/353-358
22	Hectomark Investmests (ptv) Ltd	1	6	7	96/359-364
24	Bizz Family Trust	1	6	7	20/315-320
25	Hamsa Investments	л	23	28	21-25/321-338/402-404/417/427
96	Texirite Investments (ptv) Ltd	2	7	9	87/88/259-262/269-271
27	MK Property Investments cc	1	6	7	95/287-292

Annerore "B" to Management Rules, FWJK QUANTITY SURVEYORS

	2	Parking Bays	Bays	Total	Parking Ray Numbers
Section	Sharenoider	Open	Covered	- Otar	and an Suma
28	Texsil Agencies cc	1	6	7	94/272-277
	Dreamfair Properties 42 (pty) Ltd	1	6	7	93/263-268
	Singila Properties cc	1	6	7	92/281-286
	Sutton Square Trust	1	6	7	91/278-280/293-295
	Terafull 1252 cc	2	8	10	66/67/228-235
	Wingay Developments (pty) Ltd	2	11	13	64/65/248-258
	Jav Reddy Property Investments cc	2	7	9	89/90/456-462
	Jav Reddy Property Investments cc	1	6	7	42/463-468
	Imbewu Capital Partner Properties	2	12	14	9/10/236-247
	Lot 76 Forest Park cc	1	6	7	78/434-439
	Lot 76 Forest Park cc	1	6	7	77/440-445
	Subway Trading & Investment 48 (pty) Ltd	2	6	11	79/80/418-425/455
40	Elderberry Investments 35 (pty) Ltd	2	10	12	83/84/426/446-454
41	Celasource (pty) Ltd	з	15	18	55-57/408-416/428-433
42	Royal Property Trust	2	12	14	85/86/469-480
43	Crimson Moon Investments cc	1	6	7	62/305-309/339
44	Lot 76 Forest Park cc	1	6	7	76/395-400
45	Lot 76 Forest Park cc	4	19	23	72-75/376-390/401/405-407
46	Strausss Daly	5	24	29	37-41/365-375/391-394/481-489
48	DJ Developments (Three Cities)	8	33	41	43-49/58/524-526/545-574
49	Strauss Daly	10	52	62	27-36/490-523/527-544
	TOTALS	97	477	574	

Total number of disabled parking bays on level 0 deck		Total bays shown on EPA drawings (excl. 3 No. disabled bays)
3	-	574

Total number of parking ba	
y in Ridge	
S	
577	

### ANNEXURE "B" STRAUSS DALY PLACE - CONDUCT RULES SUBSTITUTED FOR THOSE RULES PRESCRIBED IN TERMS OF SECTION 35(2) (b) OF THE SECTIONAL TITLES ACT

### **ANIMALS, REPTILES AND BIRDS**

1. An owner or occupier of a section shall not keep any animal, reptile or bird in a section or on the common property.

### **REFUSE DISPOSAL**

- (c) An owner or occupier of a section shall:-
  - (a) for the purpose of having the refuse collected, place such receptacle within an area and at the times designated by the Trustees;
  - (b) 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) when the refuse has been collected, promptly return such receptacle to his section;
  - (d) No refuse or rubbish shall be left on any portion of the common property or elsewhere, including any section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

### VEHICLES

- 3. (a) The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the Trustees' consent.
  - (b) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or motorcycle and the like on any portion of the common property, an exclusive use area or in a section.
  - (c) Owners shall at all times ensure that no oil is allowed to drop onto, or to soil, any portion of the Common Property and any parking area constituting portion of the Common Property, which is used by any owner or occupier, shall be kept clean at all times. It is the responsibility of the

owner/occupier to clean up any such oil spills on the common property.

- (d) No vehicles other than light motor vehicles and motorcycles may without the prior written consent of the Trustees be kept in an open parking bay on the common property of the Scheme without the prior written consent of the Trustees.
- (e) Owners/occupiers may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays.
- (f) Vehicles may not travel at speeds in excess of 20 kilometres per hour on any portion of the Common Property.
- (g) Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property or exclusive use parking bay. Further, no persons shall under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the common property (including any exclusive use areas).
- (h) No vehicle having a gross weight in excess of 3000kg shall be permitted to enter the property upon which the Scheme is situated, including any ramp or public/private parking areas, nor shall any vehicle having a gross weight in excess of 2000kg be permitted to enter the basement parking areas, in either case without the prior written consent of the Trustees, who may grant their consent on such conditions as they may deem fit.

### DAMAGE ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

4. 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 common property (inclusive of parking areas) without first obtaining the written consent of the Trustees.

### APPEARANCE FROM OUTSIDE

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5. The owner or occupier of a section shall not place or do anything on any part of the common property of the Scheme or parking bays, (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.

### SIGNS AND NOTICES

6. (i) No owner or occupier of a section 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 the written consent of the Trustees first having being obtained unless otherwise provided for in 6(III) introduced by a new management rule.

(ii) No owner of a section shall display a "for sale" sign or sold sign in respect of his section on the verge/pavement of the Scheme.

### LITTERING

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7. 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.

### STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

8. 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.

### LETTING OF UNITS

- 9. (a) Should an owner wish to lease his section, such lease shall be subject to such rules to such rules as may be laid down by the Trustees in respect of the leasing of sections in the Scheme. Further, it shall be incumbent upon an owner to ensure that a copy of the Body Corporate Rules are given to any prospective tenant of a section and that the tenant is made familiar with same.
  - (b) An owner shall not be entitled to lease his unit in the event of the owner being in arrears with its levy payments to the Body Corporate.

### ERADICATION OF PESTS

10. An owner shall keep his section free of 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 taking such action as may be reasonably necessary to eradicate any such pests. An owner may be requested by the Managing Agents to submit documentary proof confirming that such necessary pest control has been undertaken in the owners section, which proof shall be submitted to the Managing Agents within seven days of written request. 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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- (a) An owner shall not do or permit to be done in his section or on the common property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy save with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.
- (b) The Body Corporate will not be responsible for any loss or damage suffered by an owner or occupier in respect of any loss or damage caused by the Body Corporate or any servant or agent of the Body Corporate from any cause whatsoever and it shall be the responsibility of an owner or occupier to effect his own insurances in respect of his personal effects contained in his section or in any part of the common property.
- (c) All owners and occupiers of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof and of all services, facilities and amenities available on the common property shall at all times be conducted and carried out with proper and diligent care and with due and proper consideration for all the other owners and occupiers of the buildings and in accordance with these Conduct Rules and of the provisions of the Act.
- (d) An owner shall not cause or permit any disorderly conduct of whatsoever nature in the section or upon any part of the common property nor do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier of the buildings or member of the Body Corporate.
- (e) An owner or an occupier shall not keep, leave, or store any article or do anything on the common property except with the prior written approval of the Trustees, with the Trustees being at any time in their discretion on written notice to such owner or occupier to remove such article from the common property or to refrain from continuing the previously approved activity,
- (f) An owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenantable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- (g) An owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within the section.
- (h) No flagpoles, flags or bunting may be erected or displayed anywhere on the balconies or common property of the Scheme without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse

- (i) No exterior accessories such as communications or satellite equipment, glazing to windows, fences, awnings, canopies or the like, may be attached to or erected on or about the section or the common property, including the immediate exterior of a section, and the exterior of a section may not be painted or otherwise treated except with the prior written approval of the Trustees. When granting such approval the Trustees may prescribe any reasonable condition. The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting such approval. Any approved accessories shall at all times be maintained and/or renovated by the owner or occupier to the satisfaction of the Trustees.
- (j) Inflammable or other dangerous material or articles may not be brought on to the common property or into a section, save for *bona fide* domestic purposes.
- (k) No owner or occupier shall bring into or construct within his section, anything which is excessively heavy and which might exceed the floor loading capacity of the section, namely: 250kg/m<sup>2</sup> or in any way jeopardize the insurance in respect of their section, the structural integrity of the building, or the water proofing thereof.
- (I) An owner or occupier who continuously (that is, after having received on each occasion two (2) written notices from the Managing Agents on the instruction of the Trustees), fails to switch off any lights and/or air-conditioning units serving the owners section, shall be liable for the payment of a fine as provided for in paragraph 24 hereunder.
- (m) The owner or occupier of a section shall comply strictly with the signage criteria document applicable to the Scheme, a copy of which is available from the Managing Agents.
- (n) The owner or occupier of a section shall be responsible for the costs of a burglar alarm installation for that section, as well as for the cost of monitoring and armed response services. In the interests of all of the owners and occupiers within the Scheme, the Body Corporate shall secure the appointment of one security service provider which for the first two years of the operation of the Body Corporate shall be undertaken by Chubb or Enforce. No tenant or occupier may be permitted to use any other security service provider without first obtaining the consent of the Trustees. It is recorded that Chubb or Enforce has offered a free installation burglar alarm installation provided that the owner or occupier signs a two year contract with Chubb or Enforce for such services.
- (o) No owner may, without the prior written consent of the Trustees:
  - (1) paint, tint, treat or obscure any windows, including any plate glass windows in the Scheme with any material or in any way whatsoever;

- (2) affix or paint any advertising or hanging sign on the exterior of the building or on the windows or doors of the units or common property.
- (p) An owner may not do anything to his unit or exclusive use area which, in the sole discretion of the Trustees, may prejudice the harmonious appearance and uniformity of the building.

### VISITORS

12. An owner or occupier of a section is liable for the conduct of visitors and/or other occupants of the section, and must ensure that all rules in terms of the Act and these Conduct Rules as may be amended from time to time are adhered to.

### ALTERATIONS AND RE-DECORATION

- 13. (a) An owner may make alterations to the interior of the section, but no structural alterations nor alterations or improvements to the water, electric wiring, conduits or plumbing may be effected except with the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
  - (b) An owner may place in his section, at the owner's expense, any improvements, additions, fixtures or fittings, covering mantles, light fittings, refrigerators, woodwork, paneling, ceilings, doors or decorations which will not cause any damage to the buildings, subject always to the condition that the owner shall at all times only use electrical appliances and fittings as shall comply with the electrical wiring of the buildings and shall at no stage jeopardise the safety of the buildings. An owner or occupier shall obtain an Electrical Certificate of Compliance in respect of any alterations, additions or changes to the electrical installations within the section.

### AIR-CONDITIONING UNITS AND EXTRACTOR FANS

- 14. (a) No owner or occupier of a section shall install any air-conditioning unit in such section except with the prior written approval of the Trustees, and when granting such approval the Trustees shall take into consideration whether such air-conditioning units interfere with the peace and quiet of owners in the Scheme and whether its installation is aesthetically pleasing within the Scheme.
  - (b) Any air-conditioning unit shall be kept in a state of good repair and maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular air-conditioning unit, the owner of such unit shall have it repaired or renovated to the satisfaction of the Trustees. The repairs or renovations shall be

done at the expense of the owner who shall have no claim to compensation whatsoever.

Any extractor fan/unit shall be kept in a state of good repair and  $\bigcirc$ maintained and renovated to the satisfaction of the Trustees. Should the Trustees not be satisfied with the physical appearance or working order of a particular extractor fan/unit, the owner of such unit shall have it covered or concealed or repaired or renovated to the satisfaction of the Trustees. The repairs or renovations shall be done at the expense of the owner of such section who shall have no claim to compensation whatsoever. The owner of such section shall take such measures as necessary to ensure that the noise from such extractor fan/unit does not interfere with the peace and quiet of other owners or occupiers in the Scheme.

### **ELECTRICITY AND WATER**

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124

- An owner shall pay for electricity and water consumption charges on a 15. (a) Participation Quota pro-rata basis as may be invoiced from time to time by the Managing Agents of the Body Corporate. In the event that an owner is in arrears with the payment of the invoiced amount for more than 60 days from the date of the invoice, the managing agent shall be entitled to terminate the supply of water and electricity to the owner's section;
  - An owner shall be liable for the payment of all services provided to the section (b) in the form of telephones and television.

### **EMPLOYEES**

- The services of Body Corporate employees may not be utilised by (a) 16. owners/occupiers, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).
  - shall not interfere with the Body Corporate's owner/occupier (b) An Contractors or their staff in the course of their duties on the common property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

### SECURITY

The owners shall abide by the regulations and restrictions imposed by the 17. Trustees in order to ensure the security of the Scheme and in particular, restrictions put in place in respect of ingress and egress from the common  $\sim$ property of the Scheme.

### SMOKING

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18. The building is a smoke free area and smoking shall only be permitted in the designated smoking area within the entertainment area of the premises or on any balcony. Owners and occupiers must ensure that nothing shall be done, permitted or omitted contrary to the statutory provisions of the Tobacco Products Control Act No. 83 of 1993 as amended, from time to time, and/or any Ordinance or Regulation or By-law as applies thereto.

### MAINTENANCE OF PROPERTY

- 19 (a) An owner of a section shall be obliged to keep and maintain his property in a good state of repair, due regard being had to the concept of the development being an up-market commercial office park.
  - (b) An owner who contravenes the provisions of clause 19. (a) above and who after due notice has been given to the owner by the Body Corporate to remedy such fault or omission fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the Body Corporate in rectifying, repairing or remedying such fault or omission. In giving effect to this Rule the owner may not refuse the Body Corporate or its duly appointed agent or employees entry into his property for the purposes of carrying out the provisions hereof.
  - (c) No fixed improvements of a permanent nature shall be made to any section, nor shall the floor or any part of a section be re-tiled in ceramic tiles, without the prior written consent of the Trustees. In granting such consent, the Trustees may impose such conditions as they see fit, including, inter alia their approval of the contractor who is to carry out the work, the supervision of such work at the cost of the owner by a suitable expert, and the time during which works may be undertaken, so as not to inconvenience other occupants.
  - (d) All interior blinds and the like installed in any section by the Developer shall be maintained and replaced when appropriate by the owner or occupier, at their cost. Only interior blinds of approved colour and specification as determined by the Trustees may be installed in the section in order to maintain a uniform and aesthetic exterior appearance.
    - (e) Owners must obtain the prior written consent from the Trustees if they wish to instail burgiar guards and/or security gates to their units, and in this regard, if consent is given, the Trustees shall be entitled to prescribe the type, style and colour of such guards and gates so as to ensure uniformity in the Scheme.

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### **CLEANERS**

20. The Trustees of the Body Corporate are authorised to employ cleaners to keep all portions of the common property in a proper state of cleanliness and the costs of such employment shall be an administrative expense chargeable to the fund established by the Body Corporate.

### OCCUPATION CERTIFICATE

21. Any owner of a unit within the Scheme who has not had internal partitioning layouts incorporated on the Architects "As Built" drawings submitted to the Local Authority as a pre-requisite for obtaining the occupation certificate, shall make their own arrangements in this regard and will be required to submit proof of their Local Authority submission to the Developer or the Managing Agents prior to the occupation of their office suite. Failure to provide such proof within seven (7) days of a written request to do so by the Developer or the Managing Agents shall confirm that the owner has granted permission to be done on behalf of the Managing Agents to arrange for such plan submission to be done on behalf of the owner and the Developer or the Managing Agents will be permitted to add any costs associated therewith to the monthly levy invoice to be submitted to the owner.

### BREACH OF OR FAILURE TO COMPLY WITH RULES

- 22. (a) Should any owner, or his lessee, invitee, guest, client, customer, servant, employee or occupier of his section, or any other person who may come upon the common property of the Scheme by virtue of his right thereto, breach any of the Body Corporate's conduct or management rules, or the rules and regulations of the Association or any other applicable laws or regulations and fail to remedy such breach within a period of 7 (seven) days of having received written notice from the Trustees to remedy such breach, the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.
  - (b) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in clause 22. (a) above to, *inter alia*:
    - (1) call for an explanation or an apology
    - (2) impose a fine or fines
    - (3) withdraw the previously given consent applicable to the particular issue
    - (4) instruct attorneys to advise the Body Corporate or institute legal

### action on the Body Corporate's behalf

- (5) refer the matter to arbitration if appropriate (as contemplated in the Act)
- (c) Fines imposed for the breach of or non-compliance with the rules shall be deemed to be part of the levy due by the owner.
- (d) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular or law in general.

### DISCLAIMER OF RESPONSIBILITY

- 23. (a) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
  - (b) The Body Corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Scheme, regardless of the cause thereof.
  - (c) Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 23. (a) and 23. (b) above.

### FINES

24. (a) Any person who contravenes or fails to comply with any provision of these rules or the management rules, or any condition or direction given in terms thereof, shall be deemed to have breached these rules, or the management rules as the case may be, and will be liable to payment of a penalty fine not.

exceeding R10,000,00 which penalty fine shall be decided upon by the Trustees whose decision shall be final and binding on the defaulting owner/member.

- (b) The Trustees shall be entitled in their discretion, and from time to time, to increase the maximum penalty fine referred to in 24. (a) above on written notice to the owner.
  - (c) In the event of an owner failing to pay a fine imposed within the period stipulated by the fining committee, such fine shall be debited to the owner's levy account.
  - (d) Any fine imposed upon any owner shall be deemed to be a debt due by the owner to the Body Corporate and shall be recoverable by ordinary civil process.

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