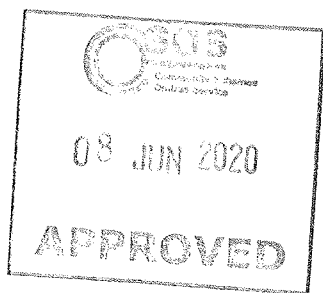
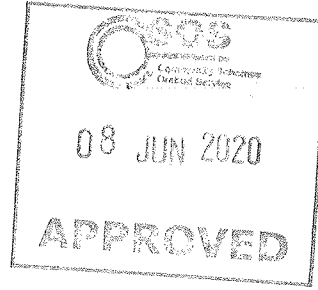


CONSTITUTION

OF



GREENPARK RESIDENTS ASSOCIATION



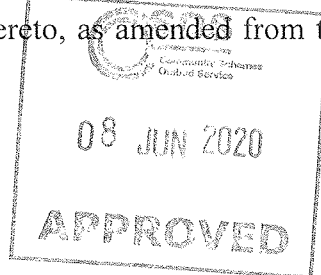
1. DEFINITIONS

In this Constitution, –

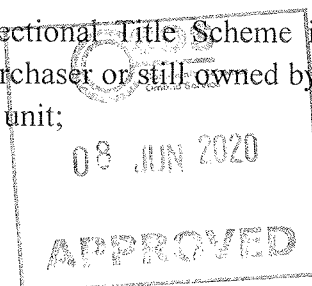
- 1.1 The following words and expressions shall have the following meanings assigned to them below and cognate expressions bear corresponding meanings–
- 1.1.1 “**Act**” means the Sectional Titles Act 95 of 1986, and the Regulations thereto, as amended from time to time or any Act promulgated in substitution thereof;
- 1.1.2 “**Approved Budget**” means the budget set by the Developer at the commencement of the Development (or establishment of any Section Scheme, as the case may be) and thereafter, the budget presented to the Developer by the Trustees in accordance with the provisions of clause 9.4 for the Developer’s approval or review and consent;
- 1.1.3 “**Auditor**” means the auditor of the Association;
- 1.1.4 “**Association**” means Greenpark Residents Association hereby constituted;
- 1.1.5 “**Body Corporate**” means a body corporate of a sectional title scheme referred to in Section 2(1) of the Management Act, comprising the development, the functions, duties and powers of which shall be assigned to the Association in terms of the provisions of Regulation 30(2)(b) of the Act;
- 1.1.6 “**Chairman**” means the Chairman of the Board of Trustees;
- 1.1.7 “**Common Property**” means upon the opening of any sectional title register, those areas in any such scheme that are defined as “common property” in the Act, and may include all roads and common facilities within the Development;
- 1.1.8 “**Constitution**” means this constitution of the Association, as amended from time to time in accordance with the provisions hereof;
- 1.1.9 “**Developer**” means Balwin Properties Limited with Registration Number 2003/028851/06, or its successors-in-title or assigns;
- 1.1.10 “**Development**” means Greenpark Sectional Title Schemes and any phase/s thereof to be established on the following properties Erven 137 to 139; 144; 148; 150; 174 to 178 and thoroughfares situated on Portions 289 and 290 of the Farm Modderfontein Number 35-IR, subject to clause 38 below;
- 1.1.11 “**Development Period**” means that period from the date on which the first Sectional Title Register in the Development is opened until the date that the Developer has exhausted all of

its Development Rights and transferred the last Unit owned by it in the Development, or the date that the Developer notifies the Association in writing that it has ceased to develop the Land, whichever is the later;

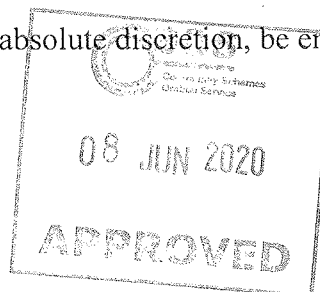
- 1.1.12 “**Development Rights**” means the rights granted to the Developer at any time during the Development Period by the Local Authority or any other authority, to develop any part of the Land;
- 1.1.13 “**Electronic Address**” means in regard to Electronic Communication, any email address furnished to the Association by the Member;
- 1.1.14 “**EMPr**” means the Environmental Management Programme compiled by the Developer;
- 1.1.15 “**Land**” means the land comprising the Development;
- 1.1.16 “**Levy/Levies**” means levies payable by Members to the Association which, where the context allows, includes special levies;
- 1.1.17 “**Lifestyle Centre**” means such area or areas in the Development dedicated to the recreation and entertainment of the Members of the Association or residents by provision to them of the Lifestyle Services and which consists of *inter alia* the Lifestyle Unit and the Lifestyle Exclusive Use Area’s, as more fully indicated on the Layout Plan; Comprising: -
- 1.1.17.1 “**Lifestyle Exclusive Use Areas**” means the Exclusive Use Areas created in terms of Section 27(1)(a) of the Sectional Titles Act or sole utilisation areas created in terms of Sections 10(7) and 10(8) of the Sectional Title Schemes Management Act 8 of 2011 associated with the Unit and/or forming part of the Lifestyle Centre;
- 1.1.17.2 “**Lifestyle Services**” means the services rendered by the Service Providers in respect of the Lifestyle Centre and the Development as a whole;
- 1.1.17.3 “**Lifestyle Unit**” means the unit/s owned by the Developer in the Sectional Title Scheme which forms part of or constitute the Lifestyle Centre;
- 1.1.18 “**Local Authority**” means the local authority having jurisdiction over the Development and meaning a city or town council;
- 1.1.19 “**Managing Agent**” means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association;
- 1.1.20 “**Management Act**” means the Sectional Titles Schemes Management Act 8 of 2011 and the Regulations thereto, as amended from time to time or any Act promulgated in substitution thereof



- 1.1.21 “**Member**” means a person who holds membership in this Association, as more fully set out in clause 3 of this Constitution;
- 1.1.22 “**Ombud**” means as Ombud defined in section 1 of the Community Schemes Ombud Service Act, 2010
- 1.1.23 “**Ordinary Resolution**” means a resolution other than a Special or Unanimous Resolution passed at any general meeting of the Association by an ordinary majority of the total votes represented at such meeting by a quorum of Members present in person or by proxy;
- 1.1.24 “**Reserve Fund**” means the fund established in terms of clause 10;
- 1.1.25 “**Sectional Plan**” means the sectional plan of a Sectional Title Scheme.
- 1.1.26 “**Sectional Title Scheme**” means a sectional title scheme in the Development, established in terms of the Act;
- 1.1.27 “**Server Room**” means the unit owned by Balwin in the Scheme which houses the equipment necessary and or required for purposes of providing telecommunications, satellite and CCTV services to all residents;
- 1.1.28 “**Services**” means the provision of water, sewerage, electricity, drainage, telecommunications, refuse removal, fire fighting, libraries, transport and such other utilities and amenities as may be provided by the Association;
- 1.1.29 “**Special Resolution**” means a resolution –
- 1.1.29.1 passed by at least 75% of the Members of the Association (reckoned in number and value) who are present or represented at a general meeting of the Association; or
- 1.1.29.2 agreed to in writing by Members of the Association, personally or by proxy or by a representative of any such Member recognized by law, holding at least 75% (reckoned in number and value), of all the votes;
- 1.1.30 “**Town Planning Scheme**” means the town planning scheme for the Development, as amended from time to time;
- 1.1.31 “**Trustees**” means the Trustees of the Association from time to time, as more fully described in clause 12, and “**Board**” or “**Board of Trustees**” shall have a corresponding meaning;
- 1.1.32 “**Unit**” means a sectional title unit in any Sectional Title Scheme in the Development (including any unit registered to a third party purchaser or still owned by the Developer) and includes any exclusive use area allocated to that unit;



- 1.1.33 **“Unanimous Resolution”** means a resolution-
- 1.1.33.1 passed unanimously by all the Members of the Association who are present or represented at a general meeting of the Association and at which meeting at least 80% of all the Members (reckoned in number and value) are present or so represented; and all the members who cast their votes do so in favour of the resolution; or
- 1.1.33.2 agreed to in writing by all the Members of the Association personally or by proxy or by a representative of any such Member recognized by law;
- 1.1.34 **“Vice-Chairman”** means the Vice-Chairman of the Board of Trustees of the Association;
- 1.1.35 **“Writing”** includes Electronic Communication but as regards any Member entitled to vote, only to the extent that such Member has notified the Association of an Electronic Address;
- 1.2 references to Members represented by proxy shall include Members entitled to vote represented by an agent appointed under a general or special power of attorney;
- 1.3 references to Members entitled to vote present at a meeting or acting in person shall include juristic persons represented by duly authorised representative;
- 1.4 the headings are for reference purposes only and shall not affect the interpretation of this Constitution;
- 1.5 words in the singular number shall include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include the female gender, and words importing persons shall include created entities (corporate or not);
- 1.6 if any term is defined within the context of any particular clause in the Constitution, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Constitution, notwithstanding that that term has not been defined in this interpretation provision;
- 1.7 subject as aforesaid, any words or expressions defined in the Act, as amended or any statutory modifications of such Act in force at the date on which this Constitution became binding on the Association shall, if not inconsistent with the subject or context, bear the same meaning in this Constitution;
- 1.8 whenever a provision in this Constitution is in favour of the Developer, then –
- 1.8.1 the Developer shall, in its sole and absolute discretion, be entitled at any time to –
- 1.8.1.1 accept the benefit thereof;



- 1.8.1.2 cede, delegate or assign to any third party of its choice any such provision (or any part thereof);
- 1.8.1.3 waive strict compliance or any compliance at all with that provision.

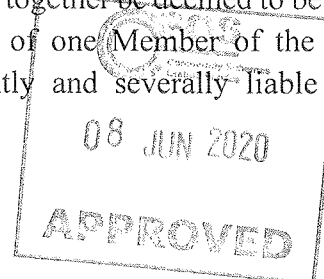
2. INTRODUCTION

- 2.1 The Developer will develop the Development Scheme comprising Greenpark.
- 2.2 The said Units in the Development Scheme will share common facilities such as, a Lifestyle Centre, an entrance gatehouse, access roads, perimeter walls, gardens, park land, common property, open areas, and security, and the Members of the Association shall enjoy traversing rights over each others' Common Property, rendering the individual management, administration and control of the respective Sectional Title Schemes expensive and impractical.
- 2.3 Therefore, notwithstanding any clause contained herein and in order to:
- 2.3.1 save on administration costs, management fees and expenses; and
- 2.3.2 where necessary comply with various Acts and legislation that may be or may become applicable to the Development; and
- 2.3.3 overcome any practical restrictions and conflicts in the applicable legislation and in order to effectively manage, control and administrate the affairs of the members and the respective bodies corporate through a single body,

the duties, functions and powers of the respective bodies corporate shall be assigned to the Association as contemplated in regulation 30(2)(b) of the Act.

3. MEMBERSHIP

- 3.1 Membership of the Association shall automatically vest in and be limited to the Developer or its successor in title, in its capacity as such, and to any person, including the Developer, who is reflected in the records of the Deeds Office concerned as the registered owner of a Unit in a Sectional Title Scheme comprising the Development.
- 3.2 Subject to the rights of the Developer, where any Unit in the Development is owned by more than one person, all the registered owners of that Unit shall together be deemed to be one Member of the Association and have the rights and obligations of one Member of the Association; *provided that* all co-owners of any Unit shall be jointly and severally liable for the due performance of any obligation to the Association.



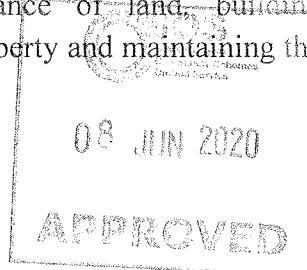
- 3.3 If the Developer cedes or transfers any of its Development Rights, the cessionary or transferee shall from the date of cession or transfer acquire all of the benefits and obligations of the Developer in terms of this Constitution in respect of those Development Rights so ceded or transferred; provided that if such rights are ceded in part, the cessionary shall acquire such benefits and obligations proportionally.
- 3.4 The Developer shall cease to be a Member of the Association on the date on which the Development Period terminates, or the date on which the last unit owned by it is transferred, whichever is the later, but shall remain as a Trustee after the Development Period is terminated
- 3.5 When a person becomes the registered owner of any Unit in the Development, he shall *ipso facto* become a Member of the Association, and when he ceases to be the owner of any such Unit, he shall *ipso facto* cease to be a Member of the Association.
- 3.6 Any qualifying natural or juristic person shall be a Member of the Association.

4. STATUS OF THE ASSOCIATION

The Association shall be an association with separate legal personality, capable of suing and being sued in its own name of which no Member by reason of his/her membership shall be liable in his/her personal capacity for any debt.

5. MAIN BUSINESS AND OBJECTS OF THE ASSOCIATION

- 5.1 The main business of the Association includes but is not limited to:
- 5.1.1 exercising the duties, functions and powers of the respective bodies corporate of the Sectional Title Schemes, assigned to the Association as contemplated in Regulation 30(2)(b) of the Act, and without derogating from the generality thereof, the functions and duties contemplated in Sections 3, 4 and 5 of the Management Act;
- 5.1.2 operating, managing and maintaining the open spaces, internal roads, common facilities and amenities in respect of the Common Property for the mutual use and benefit of the Members and their invitees;
- 5.1.3 monitoring and enforcing compliance with the EMPr;
- 5.1.4 controlling the aesthetic appearance of land, buildings including Units and other improvements on the Common Property and maintaining the landscaping;



- 5.1.5 controlling traffic and implementing security measures for and controlled access to the roads in the Development; and
- 5.1.6 controlling and managing the expenditure applicable to the Common Property and amenities and the collection of Levies for which such Members are liable.

6. **TITLE DEED CONDITIONS**

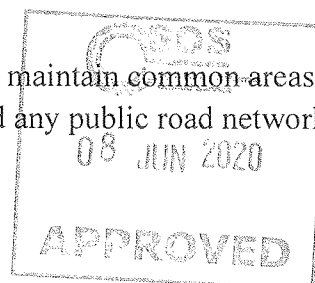
- 6.1 The owner of a Unit shall become a Member of the Association automatically upon taking transfer of that Unit. This condition shall be included in the title deed of each Unit and shall be binding on the owner and his successors-in-title.
- 6.2 The following condition shall be included and carried forward into every title deed:

"Subject to the following conditions:

- 1. Every owner of the Unit or any interest therein shall automatically become a Member of Greenpark Residents Association on date of transfer, and shall be subject to the Constitution of the Association, and all rules and guidelines issued in terms thereof until such owner ceases to be an owner.
- 2. The Unit shall not be transferred without the prior written consent of the Association, which consent shall be evidenced by a clearance certificate issued by the Association stating that –
 - (a) the owner of the Unit has discharged all of its financial obligations to the Association in respect of the period up to and including the date specified in such certificate and the transfer takes place prior to or on the date specified in such certificate;
 - (b) the owner of the Unit has complied with all of its obligations to the Association in terms of the Constitution of the Association and any rules and guidelines issued and resolutions passed by the Members and the trustees of the Association in terms of the Constitution of the Association; and
 - (c) the Association consents to the transfer of the Unit."

6.3. Greenpark Residents Association shall maintain the single service connections, engineering services, sewer, storm water attenuation systems within the development, to the satisfaction of the Municipality.

6.4 Furthermore Greenpark Residents Association shall maintain common areas, which shall include access of all members to the entrance, gatehouse and any public road network.

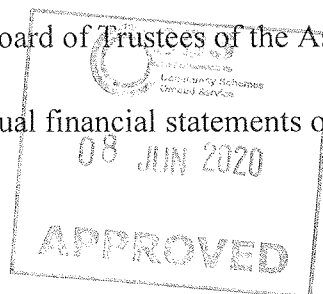


7. ALIENATION OF UNITS

- 7.1 No Member shall transfer his Unit until the Association has certified that the Member has at date of transfer fulfilled all his financial obligations to the Association.
- 7.2 A Member may not alienate a Unit or an undivided share therein owned by him, without the written consent of the Association. Such consent shall not be withheld unless such Member is indebted to the Association in any way in respect of levies or other amounts which the Association may in terms of this Constitution be entitled to claim from him.
- 7.3 The Association (or, if applicable, any Managing Agent appointed by the Association whose function it is to issue such certificate) shall be entitled to charge an administration fee as determined from time to time by the Trustees, for the issuing of the certificate issued in terms of clause 7.1 above.

8. RIGHTS AND OBLIGATIONS OF MEMBERS

- 8.1 A registered owner of any Land in the Development may not resign as a Member of the Association.
- 8.2 The rights and obligations of a Member shall not be transferable.
- 8.3 Subject to the obligations of membership prescribed by this Constitution, and Section 13 of the Management Act, every Member shall:
 - 8.3.1 further, to the best of his ability, the objects and interests of the Association;
 - 8.3.2 observe all rules made by the Association in a general meeting or by the Trustees;
 - 8.3.3 pay all Levies due by the Member to the Association in terms of clauses 9 and 10 below;
 - 8.3.4 sign all documents and do all things necessary to enable whatever servitudes may be required for services to be registered whether over or in favour of the access portion(s) or any other Land relating to the Development.
- 8.4 Subject to the rights of membership prescribed by the Act and by this Constitution, membership shall confer upon each individual Member the following rights, subject to the provisions of clauses 9.15 and 22.3 below:
 - 8.4.1 the right to nominate and elect the Board of Trustees of the Association;
 - 8.4.2 the right to receive copies of the annual financial statements of the Association;

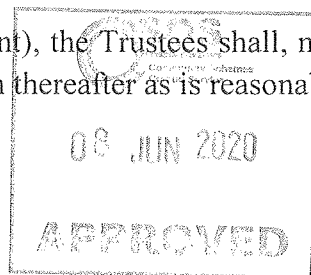


- 8.4.3 the right to receive notice of, attend, speak and vote at general meetings of the Association.
- 8.5 Nothing contained in this Constitution shall prevent a Member from ceding his rights in terms of this Constitution as security to the mortgagee of that Member's Unit in the Development.

9. LEVIES

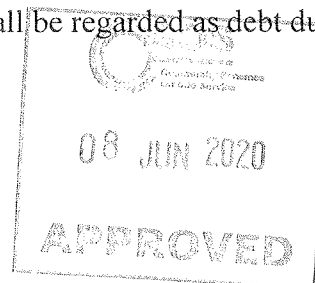
- 9.1 The Trustees by resolution, or the Members in general meeting, shall from time to time, in accordance with and as indicated in the Approved Budget, impose Levies upon the Members for the purpose of meeting all the expenses which the Association has incurred, or which the Trustees reasonably anticipate the Association will incur, including provision for future unexpected expenses.
- 9.2 The Levies payable shall increase annually by no less than any increase in the Consumer Price Index and such increase shall be subject to the approval of the Developer.
- 9.3 The Developer shall not be liable to pay any levies to the Association for the Units which have not yet been sold and transferred by the Developer in the Sectional Title Schemes. The Developer shall contribute to the Reserve Fund as contemplated in section 3(1)(b) of the Management Act and shall make additional contributions as contemplated in section 3(1)(d) of the Management Act. The Developer shall ensure that the Association is financially stable and shall contribute to the Association, by mutual agreement, as required.
- 9.4 The Trustees shall, not less than sixty days prior to the end of each financial year (which financial year, unless otherwise decided at a general meeting or by the Trustees, shall run from the first day of January in any year to the last day of December in the subsequent year), or so soon thereafter as is reasonably possible (provided that it is not later than thirty days before a general meeting), cause to be prepared and served upon the Developer an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during the following financial year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year (and may include in such estimate an amount to be held in reserve to meet anticipated expenditure not of an annual nature),
 - 9.4.1 for approval by the Developer, during the Development Period; and
 - 9.4.2 for the Developer's review and consent, during the period commencing on expiry of the Development Period ("Development Period Expiry Date") and terminating on the 10th (tenth) anniversary of the Development Period Expiry Date (or such earlier date as the Developer may decide),

and against such approval (or granting of consent), the Trustees shall, not less than thirty days prior to the end of each financial year, or so soon thereafter as is reasonably possible, but before



every annual general meeting, cause to be served upon every Member, at the address chosen by him, the Approved Budget.

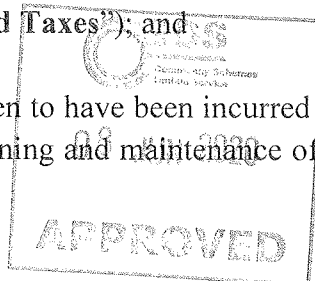
- 9.5 Unless otherwise determined by Special Resolution, the Levies payable by Members shall be in accordance with the size of their respective sections, as depicted on the Sectional Plan, in relation to the Development as a whole.
- 9.6 The Levies payable by Members shall become due and payable on the passing of a resolution to that effect, as referred to in clause 9.1, by the Members who were owners of Units at the time the resolution was passed, provided that upon a change of ownership of a Unit the successor becomes liable for the pro rata payment of such contributions from the date of change of ownership.
- 9.7 The Trustees shall, as soon as possible after the imposition of the Levies in terms hereof, advise each Member in writing of the amount payable by him. An invoice or statement sent to a member and depicting the amount payable shall comply with this requirement. The failure of the Trustees to so advise a Member of the imposition or change in Levies shall however not affect the enforceability or validity thereof.
- 9.8 Levies and other amounts imposed shall be payable in monthly instalments (unless expressly stated to be payable otherwise) and shall be payable monthly in advance, on the first day of each month, without deduction or set-off.
- 9.9 The Trustees by resolution, or the Members in general meeting, may from time to time impose special levies upon the Members in respect of expenses which were not included in the approved estimate of income and expenditure, and such Levies may be made payable in one sum or by such instalments (with or without interest and if with interest at such rate as may be determined by the Trustees) and at such time or times as the Trustees shall think fit.
- 9.10 Interest shall be payable on arrear Levies and any other amounts due in terms hereof or the Rules, at a rate as may from time to time be determined by the Trustees, which rate shall not exceed the rate of interest payable per annum under the National Credit Act 35 of 2000. The interest charged by the Association, at whichever rate, shall be compounded and capitalised monthly in arrears.
- 9.11 The amount of any Member's indebtedness to the Association at any time, the interest rates applicable from time to time and any other factor relating to the determination of such indebtedness as well as the due date for payment of such amount, may at the option of the Trustees be proved in any legal or arbitration proceedings and at any stage by a certificate signed by any Trustee of the Association. It shall not be necessary to prove the appointment and authority of the person signing such certificate, which certificate shall be binding on any Member/s it relates to as prima facia proof of the facts contained therein. This includes any amount/s due by a Member, by way of Levies, special Levies, interest thereon, other payment due in terms hereof or the Rules, or costs, which shall be regarded as debt due by the Member to the Association.



- 9.12 Any Member who pays their monthly Levies annually in advance, shall receive a credit equivalent to a fixed percentage of the annual Levy for that year, which percentage shall be determined at a general meeting of Members by simple majority, and shall remain in force until it is altered at a subsequent general meeting. Members who have not paid their Levies annually in advance shall not receive the discount and no correspondence will be entered into by the Trustees in this regard. A Member who wishes to dispute any amount that has been billed to them must settle the amount in full and follow normal dispute resolution channels to correct any error that may have occurred.
- 9.13 Any Member who fails to pay their Levy on time, may at the sole discretion of the Trustees be liable to pay a deposit, the amount of which shall be determined by the Trustees but shall not exceed twelve times the monthly Levy currently payable. The deposit shall become due and payable on the passing of a resolution by the Trustees. Deposits shall be refunded to the owner, free of interest, upon the transfer of the unit. At the sole discretion of the Trustees, the full deposit or any part thereof may be refunded to the Member, free of interest, prior to transfer. Similarly, the Trustees may at their sole discretion increase the deposit amount, provided that the deposit may never exceed twelve times the monthly Levy currently payable.
- 9.14 A Member shall not be entitled to withhold payment for any reason whatsoever of any Levy or special Levy or contribution or any other amount, penalty, fine or interest due by him to the Association.

9.15 **PAYMENT OF RUNNING COSTS, MAINTENANCE, RATES AND TAXES AND CONSUMPTION CHARGES IN RESPECT OF THE LIFESTYLE CENTRE**

- 9.15.1 The Developer will be developing the Lifestyle Centre in the Development for the benefit and private use of owners, residents and their guests only.
- 9.15.2 In consideration of the Developer making available the Lifestyle Centre for use by the Members of the Association, the Association (failing it, each Body Corporate in the same proportion of the number of units in such Body Corporate relate to the total number of units in the Development) will be liable for (and will pay within 7 (seven) days of written request):
 - 9.15.2.1 the payment of the levy and other charges due to the Association and any of the Bodies Corporate in respect of the Lifestyle Unit and the Lifestyle Exclusive Use Areas comprising the Lifestyle Centre (“Levies”);
 - 9.15.2.2 for the payment of all Municipal rates, taxes and availability charges levied on the Lifestyle Unit and the Lifestyle Exclusive Use Areas comprising the Lifestyle Centre as well as any increases therein (“Rates and Taxes”); and
 - 9.15.2.3 all and any direct costs proven to have been incurred by the Developer on account of and relating to the operating, running and maintenance of the Lifestyle Centre on or from the



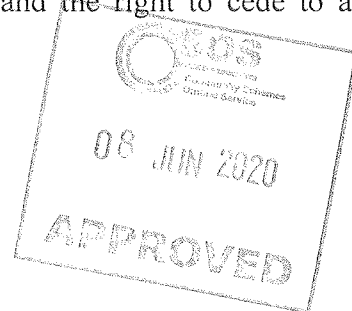
Lifestyle Unit and the Lifestyle Exclusive Use Areas comprising the Lifestyle Centre (“Lifestyle Centre Op Costs”);

- 9.15.3 The Association shall be obliged to pay the Levies directly to the Association or the Body Corporate in question.
- 9.15.4 In the event that the Developer is obliged to pay any of the amounts due in terms of this clause, it shall be entitled to recover such amount from the Association (and failing it, each Body Corporate, in the same proportion as the number of units in such Body Corporate relate to the total number of units in the Development), who shall pay such amounts to the Developer immediately upon receipt of a demand for payment. The Developer undertakes to ensure that the Association and/or each Body Corporate will not be unduly prejudiced when enforcing its rights contained herein.
- 9.15.5 The businesses and/or service providers operating within the Lifestyle Centre (hereinafter “the service providers”) will be liable for the payment of all utility charges and service fees pertaining to the portion of the Lifestyle Centre being used or operated from by such service provider (hereinafter the “premises”) from the date of occupation of the premises by the service provider, including but not limited to all electricity and water consumed upon the premises, at commercial rates and tariffs, all costs of removing the service provider’s refuse from the premises, and all special refuse fees, sanitary fees, sewerage fees, special sewerage fees and domestic effluent fees and/or charges attributable to the premises and the service provider’s use of the premises, which will be payable directly to the owner of the Lifestyle Centre upon written request. Should the utility charges and service fees as aforementioned (or any of them) not be separately metered, then the service providers will be liable for such charge and service fee in the same proportion as the size of the premises relate to the size of all other premises used and operated from within the Lifestyle Centre.
- 9.15.6 The Developer shall have the right to demand that the Association takes transfer of any Unit and/or Exclusive Use Area comprising the Lifestyle Centre and the Developer shall be entitled to cede its rights in and to any lease agreements concluded with service providers to the Association alternatively the Developer shall have the right to dispose of the Lifestyle Centre or any Unit and/or Exclusive Use Area thereof, and the right to cede to any such lease agreements, to any third party.

10. RESERVE FUND

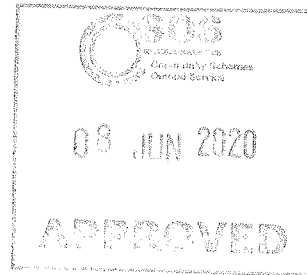
10.1 The Association shall –

- 10.1.1 Prepare a written maintenance, repair and replacement plan for the common property, to take effect on its approval by the members in a general meeting, setting out the major capital items expected to require maintenance, repair and replacement within a 10 year period;



- 10.1.2 create a Reserve Fund, which fund shall be used to cover the maintenance, repair or replacement of common property as set out in the written maintenance, repair and replacement plan.
- 10.2 The annual contribution to the Reserve Fund shall be determined according to the following formula: [(estimated cost minus past contribution) divided by expected life of capital item].
- 10.3 The Association shall hold the funds collected in terms of clause 10.2 in a separate account from the Levy account.
- 10.4 Money may be paid out of the Reserve Fund –
- 10.4.1 at any time in accordance with trustee resolutions and the approved maintenance, repair and replacement plan; or
- 10.4.2 if the trustees resolve that such a payment is necessary for the purposes of an urgent maintenance, repair or replacement expense,

as contemplated in the Management Act and Regulations.



11. RIGHT TO MARKET

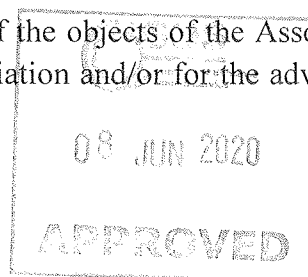
Notwithstanding anything to the contrary contained in the rules, and for the duration of the Developer's right to extend the property in terms of Section 25(1) of the Sectional Titles Act 95 of 1986:-

- 11.1 the developer shall have the right to market and sell all units in respect of the further phases to be constructed in terms of the right of extension, and those units still registered in the developer's name;
- 11.2 prospective purchasers shall have the right to enter the development through the main entrance to view the show units and those units still registered in the developer's name.

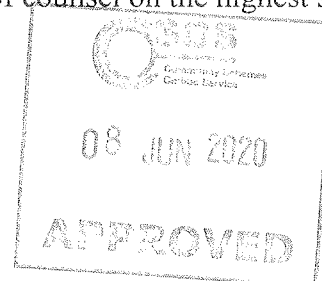
12. RULES

- 12.1 Subject to the provisions of clause 39 and any restriction imposed or direction given at a general meeting of the Association, the Trustees may from time to time make rules which may include rules in regard to:-
- 12.1.1 rules to provide for the control, management, administration, use and enjoyment of the Units and the Common Property of the Sectional Title Schemes comprising the Development as contemplated in Section 10(1) of the Management Act;

- 12.1.2 the use, maintenance, repair and replacement of any roadway which vests, or the rights in and to whereof vests, in the Association and of any services, connections and equipment under or over such roadway;
- 12.1.3 the access to and egress from any land or portion in the Development;
- 12.1.4 the right to determine and control all security measures in the Development;
- 12.1.5 the preservation of the natural environment, vegetation and fauna in the Development and wetland area (if any);
- 12.1.6 the monitoring and enforcing of compliance with the EMPr compiled by the Developer, which EMPr includes the following provisions relating to fauna and flora:-
- (a) No vegetation is cleared without the prior permission of the Developer;
 - (b) Trees that are not to be cleared are to be marked beforehand with danger tape and that the demarcation remains for the duration of the construction phase;
 - (c) No indigenous vegetation within the site area is removed or damaged other than that which has been agreed upon with the Developer;
 - (d) Gathering of firewood, fruit, muthi plants, crops, or any other natural material in areas adjacent to the Development is prohibited;
 - (e) No poaching of fauna is allowed and the disturbance of birds, animals and
 - (f) reptiles and their habitats is minimised wherever possible.
- 12.1.7 the implementation of a system of environmentally friendly practices regarding, amongst others:-
- 12.1.7.1 refuse disposal and littering, which encourages Members, the members of their households, their guests, visitors, lessees and employees to separate their refuse at source for placement into separate recyclable waste containers in order to incorporate reduction, recycling, re-using and disposal of waste where appropriate;
 - 12.1.7.2 encouraging Members, the members of their households, their guests, visitors, lessees, contractors and employees to use low-energy light bulbs.
- 12.1.8 the furtherance and promotion of any of the objects of the Association and/or for the better management of the affairs of the Association and/or for the advancement of the interests of Members in the Development.



- 12.2 For the enforcement of any of the rules made by the Trustees in terms hereof and for the payment of any debt due to the Association, the Trustees may:
- 12.2.1 give notice to the Member concerned requiring him to remedy a breach thereof or make payment within such reasonable period as the Trustees may determine;
- 12.2.2 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the Member, his guests, invitees and lessees may be guilty or recover the debt, and debit the cost of so doing to the Member concerned, which amount shall be deemed to be debt owing by the Member concerned to the Association;
- 12.2.3 impose a system of fines or other penalties; *provided that* the amounts of such fines shall be reviewed and confirmed annually at a meeting of the Trustees;
- 12.2.4 take such other action, including proceedings in Court, as they may deem fit.
- 12.3 In the event of the Trustees instituting any legal proceedings against any Member within the Development for the enforcement of any of the rights of the Association in terms hereof, the Association shall be entitled to recover, on demand, all legal costs so incurred from the Member concerned, calculated as between attorney and own client.
- 12.4 In the event of any breach of the rules by the Members of any Member's household, guests, invitees or lessees, such breach shall be deemed to have been committed by the Member himself, but without prejudice to the foregoing, the Trustees may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.
- 12.5 In the event of any dispute between the Association, a body corporate or a Member arising out of or in connection with this Constitution or applicable legislation or the rules, save where an interdict or other form of urgent relief is sought from a Court having jurisdiction, a committee of three Trustees appointed by the Chairman for the purpose shall adjudicate upon the issue at such time and in such manner and according to such procedure (provided that the rules of natural justice shall be observed) as the Chairman may direct.
- 12.6 Any fine imposed upon any Member, his guest, his invitee or his lessee shall be deemed to be a debt by the Member to the Association and shall be recoverable by ordinary civil process.
- 12.7 Notwithstanding anything to the contrary herein contained, the Trustees may in the name of the Association enforce the provisions of any rules by civil application or action in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit. The Association shall be entitled to recover all legal costs from such Member on an attorney and own client scale including the costs of counsel on the highest scale, in full, whether or not legal action is actually instituted.



- 12.8 The Association may in general meeting itself make any rules which the Trustees may make and may in general meeting vary or modify any rules made by it or by the Trustees from time to time.

13. POST-SALE IMPROVEMENT TO SCHEME

- 13.1 The Members acknowledges that:

13.1.1 it is in the interests of both the Members and the Developer that the Sectional Title Scheme be completed, and all of the units be sold, as soon as reasonably possible; and

13.1.2 in order to promote the sale of units in the Sectional Title Scheme, the Developer may need to change the layout, design and/or number of units and/or parking and/or facilities/amenities in the Sectional Title Scheme and/or add adjoining properties and/or units and/or parking and/or facilities/amenities (including, but not limited to, hotel/s, conference centre/s, school/s) to the Sectional Title Scheme and/or register servitudes over, or in favour of, the property on which the Scheme is being established and/or undertake such other activities as may enhance the marketability and ambiance of the Sectional Title Scheme including (without limitation) the addition of facilities/amenities (like, for example, hotel/s, conference centre/s and/or school/s), provided that such addition will be to the benefit of the Development and not detrimental to the Members.

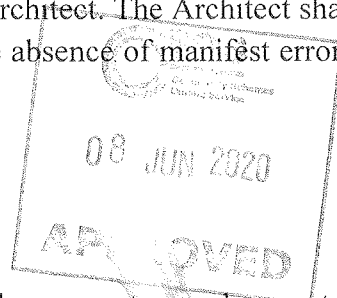
- 13.2 The Members therefore agree that the Developer shall be authorized and directed to take all such steps and do all such things as are necessary to give effect to 13.1.2 above, after the Signature Date, without the prior consent or approval of the Members. To this end the Members, by his or her membership hereto, irrevocably:

13.2.1 appoints the Developer or its nominee as the Member's proxy to attend any meeting of the Body Corporate at which the Developer seeks the approval of the Body Corporate to undertake any activity referred to in 13.1.2, and to vote, in the Member's place and stead, in respect of any resolution in this regard placed before the meeting in such manner as the Developer, in its sole discretion, may deem fit.

- 13.3 If there is any dispute as to whether any activity to be undertaken by the Seller falls within the ambit of 13, such dispute shall be resolved by the Architect. The Architect shall act as an expert and not an arbitrator, and his or her decision, in the absence of manifest error, shall be binding on the parties.

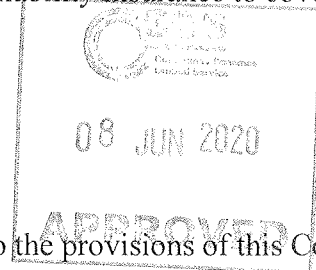
14. EXCLUSION OF LIABILITY

- 14.1 Neither the Developer nor any of its directors, members, agents, employees, trustees or servants shall be liable for personal injury to or the death of any person or the loss of or damage to any property of whatsoever nature in the Lifestyle Centre, Server Room or The Scheme or within the



vicinity thereof, howsoever arising or caused and whether by reason of the default or negligence of the Developer or of any of the said persons or otherwise.

- 14.2 The Residents Association hereby indemnifies the Developer and its directors, members, agents, employees, trustees and servants against any claim of whatsoever nature, which may be made against the Developer arising out of any of the occurrences mentioned at clause 14.1. The Residents Association shall at its own cost introduce public liability insurance to cover any such claims and shall on demand produce the said insurance.



15. TRUSTEES

- 15.1 The functions and powers of the Association shall, subject to the provisions of this Constitution, the rules and any restriction imposed or direction given at a general meeting of the Members, be performed and exercised by the Trustees of the Association holding office in terms of the Constitution.
- 15.2 The first Trustees of the Association shall be nominated by the Developer and shall serve until at least the minimum number of Trustees has been elected.
- 15.3 Subject to the provisions of the Act and the provisions of clause 39, the trustees from every body corporate of a Scheme in the Development shall be entitled, but not obliged, to have at least one Trustee from their number serve on the Board of Trustees; *provided that* there shall be not less than 2 (Two) and not more than 5 (five) Trustees at any time; *provided further that* during the Development Period the Developer shall be entitled to appoint the majority of the number of Trustees of the Association.
- 15.4 After the Development Period, the Developer shall have a right to appoint a representative of the Developer be appointed as a Trustee, and as such right may be waived at any time by the Developer.
- 15.5 Any failure by the Association at any time to have the minimum number of Trustees, does not limit or negate the authority of the Board, or invalidate anything done by the Board or the Association in regard to the appointment of the necessary further Trustees.
- 15.6 A Trustee need not himself be a Member of the Association. A Trustee, however, by accepting his appointment to office as such, shall be deemed to have agreed to be bound by all the provisions of the Constitution of the Association;
- 15.7 During the Development Period, the Developer shall have the right to appoint the number of Trustees contemplated in clause 15.3. On the expiry of the Development Period the Trustee(s) so appointed by the Developer shall be Trustee(s) as if elected at an annual general meeting and shall be subject to the provisions of clause 16. Any other Trustee to be appointed to office shall be elected by the Members in general meeting.

16. REMOVAL AND ROTATION OF TRUSTEES

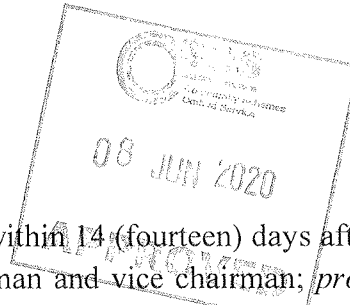
- 16.1 Save as set out in clause 16.3, and subject to clause 15.3, each Trustee shall continue to hold office from the date of his appointment until the annual general meeting next following his appointment, at which meeting each Trustee shall be deemed to have retired from office but will be eligible for re-election to the Board of Trustees at such meeting.
- 16.2 A Trustee shall be deemed to have vacated his office upon:
- 16.2.1 his having become disqualified to act as a Trustee in terms of the provisions of the Act;
- 16.2.2 in the event of him being a member of the Association, him being disentitled to exercise a vote in terms of clause 26.4 below.
- 16.3 Upon any vacancy occurring in the Board of Trustees prior to the next annual general meeting, the vacancy in question shall be filled by a person nominated by the remaining Trustees for the time being in office.

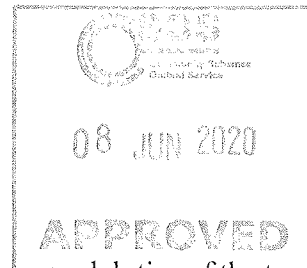
17. CHAIRMAN AND VICE CHAIRMAN

- 17.1 Subject to clause 17.3 hereunder, the Trustees shall within ~~14 (fourteen) days~~ after each annual general meeting appoint from their number a Chairman and vice chairman; *provided that* the office of Chairman or vice-chairman shall *ipso facto* be vacated by a Trustee holding such office upon his ceasing to be a Trustee for any reason. No one Trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in either of the aforesaid offices at any time, the Board of Trustees shall immediately appoint one of their number as a replacement in such office.
- 17.2 Except as otherwise herein provided, the Chairman shall preside at all meetings of the Board of Trustees and, in the event of his not being present within ten minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the vice-chairman shall act in his stead, or failing the vice-chairman, a Chairman appointed by the meeting.
- 17.3 During the Development Period, the Chairman shall be appointed by the Developer.

18. TRUSTEES' EXPENSES

The Trustees shall be entitled to be repaid all reasonable and *bona fide* expenses incurred by them respectively in or about the performance of their duties as Trustees. Save as aforesaid, the Trustees shall not be entitled to any remuneration for the performance of their duties in terms hereof.





19. POWERS OF TRUSTEES

- 19.1 The Trustees shall perform the powers, functions and duties of the trustees of the bodies corporate of the Sectional Title Schemes comprising the Development, as contemplated in Regulation 30(2) of the Sectional Titles Act and which powers, functions and duties shall include, but not be limited to, the functions and duties contemplated in Sections 3 to 5 of the Management Act, with the necessary amendments, and the functions, powers and duties more fully described in the Management Rules of the respective bodies corporate.
- 19.2 Subject to the provisions hereof, and particularly the provisions of clause 39, the Trustees shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs including the right of appointment of the Managing Agent, Auditor, insurers and other service providers and employees, may exercise all such powers of the Association and do all such acts on behalf of the Association as may be exercised and done by the Association and as are not by the Act or by the Constitution of the Association required to be exercised or done by the Association in general meeting, subject however to such rules as may have been made by the Association in general meeting or as may be made by the Trustees from time to time.
- 19.3 Save as specifically provided herein, the Trustees shall at all times have the right to engage on behalf of the Association the services of accountants, Auditors, attorneys, advocates, architects, engineers, a Managing Agent or any other professional firm or person or other employees whatsoever for any reasons deemed necessary by the Trustees and on such terms as the Trustees shall decide, and the Trustees may delegate any or all of their powers to the said Managing Agent as they may determine, subject to any restriction imposed or direction given at any general meeting of the Association; *provided that* during the Development Period and one year thereafter the Auditor and the Managing Agent shall be appointed by the Developer.
- 19.4 The Trustees shall further have power to require that any works being constructed within the Development shall be supervised to ensure that the provisions of the Constitution of the Association and the rules are complied with and that all work is performed in a proper and workmanlike manner.
- 19.5 Where a Trustee is absent or ceases to hold office, the Trustees shall have the right to co-opt onto the Board any person or persons, which persons need not be Members of the Association, until the next Annual General Meeting.
- 19.6 Subject to clause 19.3 above, the Board of Trustees shall be entitled to appoint committees consisting of such number of Trustees and such outsiders, including the Managing Agent, as the Board may deem fit and to delegate to such committees such of their functions, powers and duties as the Board may deem fit, together with the further power to vary or revoke such appointments and delegations as the Trustees may from time to time deem necessary.

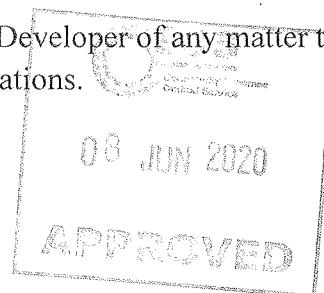
20. PROCEEDINGS OF TRUSTEES

- 20.1 The Trustees may, subject to the provisions of this Constitution, meet together to attend to their business, adjourn and otherwise regulate their meetings as they think fit.
- 20.2 Subject to the provisions of the Management Act, the quorum for the holding of any meeting of the Trustees shall be one-half of the total number of Trustees then in office (reduced, if the total number of Trustees then in office is an uneven number, to the nearest whole number) plus one Trustee; *provided that* during the Development Period, not less than 51% (fifty one percent) of the quorum shall comprise of the Developer or its nominees. Any resolution passed by the Board of Trustees shall be carried on a simple majority of all votes cast. Should there be an equality of votes for and against any resolution, the resolution shall be deemed to have been defeated.
- 20.3 The Trustees shall cause the minutes of each meeting to be kept in accordance with the Act, which minutes shall be reduced to writing and certified as correct by the Chairman as soon as is reasonably possible after such meeting. All minutes of meetings of the board of Trustees shall, after certification, be placed in a Minute Book which shall be kept in accordance with the applicable provisions of the Act. The Trustees' Minute Book shall be open for inspection at all reasonable times by any Trustee, the Auditors, the Members and the Managing Agents.
- 20.4 Subject to the provisions of this Constitution, the proceedings of any meeting of the Board of Trustees shall be conducted in such reasonable manner and form, as the Chairman of the meeting shall direct.
- 20.5 A resolution signed by all the Trustees shall be valid in all respects as if it had been duly passed at a meeting of the Board of Trustees duly called and constituted.

21. TRUSTEES ACTING IN GOOD FAITH

The Trustees shall at all times during the discharge of their duties and obligations as contained herein observe the principles of good faith towards one another, the Members and the Developer. This implies, without limiting the generality of the foregoing, that they -

- 21.1 shall at all times act reasonably and in good faith;
- 21.2 shall perform their obligations diligently and with reasonable care; and
- 21.3 make full disclosure to each other, the Members and the Developer of any matter that may affect the performance or discharge of their duties and/or obligations.

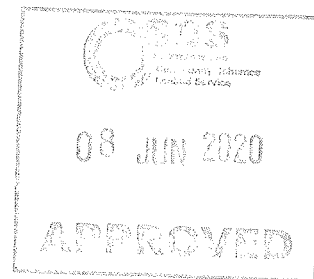


22. GENERAL MEETINGS

- 22.1 The Association shall hold its first annual general meeting within 24 (twenty four) months after the date the Association is constituted or 60 (sixty) days after the establishment of the body corporate of the first Sectional Title Scheme established on the Development, whichever is the earlier and shall thereafter hold an annual general meeting not later than 6 (six) months after the end of each financial year of the Association.
- 22.2 The Trustees may, whenever they think fit, convene a general meeting and the secretary shall convene a general meeting if a general meeting is requisitioned in terms of the Act. If at any time there are, within the Republic, insufficient Trustees capable of acting to form a quorum, any Trustee or Member of the Association may convene a general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Trustees.
- 22.3 Subject to the provisions of the Management Act, general meetings shall be held at such time and place as the Trustees shall determine.
- 22.4 Pursuant to the provisions of clause 39, the general meetings of the Association shall serve as the general meeting of the bodies corporate of the Sectional Title Schemes in the Development.

23. NOTICE OF GENERAL MEETING

- 23.1 Subject to the provisions of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called on not less than 30 (Thirty) days' notice in writing and any other general meeting shall be called on not less than 14 (Fourteen) days' notice in writing. Notice in terms of this clause shall be exclusive of the date on which it is served or deemed to be served and exclusive of the date for which it is given.
- 23.2 The notice of a meeting of the Association shall specify -
- 23.2.1 the place;
- 23.2.2 the date and the hour of the meeting; and
- 23.2.3 in the case of special business, the general nature of such business;



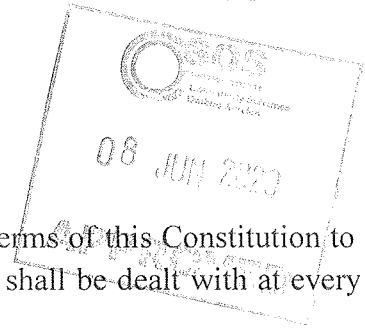
and shall be given in the manner hereinafter provided or in such other manner as may be prescribed by the Association in general meeting and to such persons as are, under this Constitution, entitled to receive such notices from the Association.

- 23.3 Notwithstanding the provisions of this Constitution, but subject always to the Act:-

- 23.3.1 a general meeting shall, notwithstanding that it is called by shorter notice than that specified in this Constitution, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, who hold not less than ninety five per centum of the total voting rights of all the Members;
- 23.3.2 a general meeting shall be entitled to deal with special business, the general nature of which has not been notified, if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, who between them hold not less than fifty per centum of the total voting rights of the Members.

24. PROCEEDINGS AT GENERAL MEETINGS

- 24.1 In addition to any other matters required by the Act or in terms of this Constitution to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:
- 24.1.1 the consideration of the Chairman's report;
- 24.1.2 the election of Trustees and election of trustees of the bodies corporate to be appointed as Trustees;
- 24.1.3 the consideration of the accounts of the Association for the preceding financial year;
- 24.1.4 the consideration of the report of the Auditors and the fixing of remuneration for the Auditors;
- 24.1.5 the approval with or without amendment of-
- (i) the schedules of replacement values of Units in a Sectional Title Scheme for the purpose of insuring the buildings and Common Property pertaining to such Scheme as provided for in the Sectional Titles Act; and
 - (ii) the estimate of income and expenditure for the ensuing year for the purpose of determining the Levies payable by Members as contemplated in clause 15;
- 24.1.6 any other business laid before it and of which notice has been duly given in terms of this Constitution or in respect of which notice has been waived in terms of clause 23.3.2 above.
- 24.1.7 the consideration of any other matters raised at the meeting, including any resolutions proposed for adoption by such meeting and the voting upon any such resolutions;
- 24.2 Where a company or other legal person is a Member of the Association it may, in the appropriate manner, nominate any person it deems fit to act as its authorised representative at any general meeting and such authorised representative shall be entitled to exercise the same rights and



powers which that company would have had at that meeting if it were a natural person and present in person or by proxy.

24.3 Business may be transacted at a general meeting only while a quorum of Members is present.

25. QUORUM

25.1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of a General Meeting shall be:

25.1.1 during the Development Period, all the votes of the Developer plus the number of votes of the other Members of the Association entitled to vote for the time being, equalling not less than one third of the total votes of members in value; or

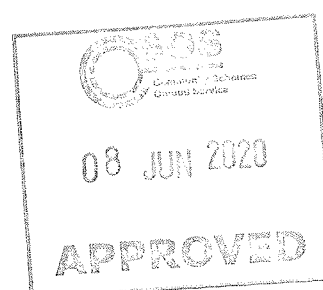
25.1.2 after the Development Period, the Members of the Association entitled to vote for the time being and holding not less than one third of the total votes of members in value *provided that* at no stage shall a quorum of less than 2 (Two) Members be personally present.

25.2 If within half an hour after the time appointed for the general meeting a quorum is not present, the general meeting, if convened upon requisition of the Members, shall be dissolved. In any other case the general meeting shall stand adjourned to the same day in the next week at the same time and place, or if that day is not a business day to the next succeeding business day, and if at such adjourned general meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present in person or represented by proxy shall constitute a quorum.

25.3 The Chairman of the Board of Trustees shall preside at all general meetings of the Association and, in the event of his not being present within 15 (Fifteen) minutes of the scheduled time for the start of the meeting or in the event of his inability or unwillingness to act, the Vice-chairman shall act in his stead or, failing the Vice-chairman, a Chairman appointed by the Members present at the meeting.

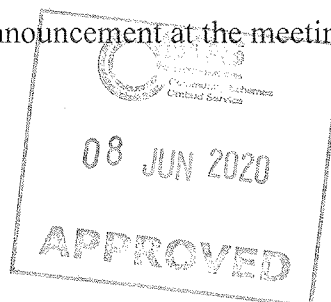
25.4 The Chairman of a general meeting at which a quorum is present may (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place. Subject to the Act, when a meeting is adjourned it shall not be necessary to give notice thereof.

25.5 No resolution at a general meeting will require a seconder.



26. VOTING

- 26.1 Notwithstanding anything to the contrary herein contained, at any general meeting, each Member who is present in person, by authorised representative or by proxy shall exercise their vote in a manner will benefit the Development as a whole, and such vote shall not be to the detriment of the Development.
- 26.2 Notwithstanding anything to the contrary herein contained, at any general meeting, on a show of hands, each Member who is present in person, by authorised representative or by proxy shall, have 1 (One) vote per Unit owned by him, save that during the Development Period the Developer shall have:
 - 26.2.1 1 (One) vote for every Unit in the Development; and
 - 26.2.2 an additional 100 (One Hundred) votes.
- 26.3 If a Unit or a portion of a Unit in the Development is registered in the name of more than one person, then all such co-owners shall jointly have 1 (One) vote.
- 26.4 Subject to the provisions of this Constitution, no person other than a duly registered Member who has paid every Levy and other sum, if any, which is due and payable to the Association in respect of or arising out of his membership and who is not under suspension, shall be entitled to be present or vote on any question, either personally or by proxy, at any general meeting.
- 26.5 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the Chairman of the meeting or on any question of adjournment. Unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority, or defeated, an entry to that effect in the minute book contemplated in clause 28.1 below shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- 26.6 If a poll is demanded:
 - 26.6.1 the poll shall be taken in such manner and at such time as the Chairman of the meeting shall direct;
 - 26.6.2 the Chairman of the meeting shall be entitled to appoint scrutineers;
 - 26.6.3 no notice of a poll other than an announcement at the meeting at which it is demanded shall be required;



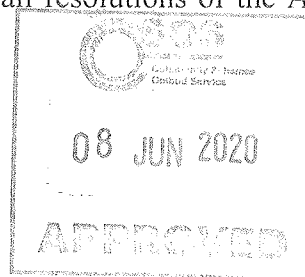
- 26.6.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded;
- 26.6.5 a demand for a poll may be withdrawn;
- 26.6.6 the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken.
- 26.7 In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is taken shall not be entitled to a second or casting vote.
- 26.8 Any objection to the admissibility of a vote on a show of hands or on a poll shall be raised at the general meeting at which that show of hands or poll is to take place or takes place. That objection shall be determined by the Chairman of that general meeting and his decision thereon shall be final and binding. Accordingly, any vote not disallowed at that meeting shall be valid for all purposes.
- 26.9 A resolution shall not be invalid because a vote which should not have been included has been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), the exclusion of that vote would have altered the result of the voting on that resolution. Conversely a resolution shall not be invalid because a vote which should have been included has not been taken into account unless, in the opinion of the Chairman of that meeting (whose decisions thereon shall be final and binding), in the inclusion of that vote would have altered the result of the voting on that resolution.

27. RESOLUTION IN WRITING BY MEMBERS

Subject to the provisions of the Act, a resolution in writing signed by all the Members entitled to receive notice and attend and vote at the general meeting and inserted in the minute book kept in terms of clause 28.1 shall be as valid and effective as if it had been passed at a general meeting duly called and constituted. A resolution in terms of this clause may consist of several documents of the same form, each of which is signed by one or more Members in terms of this clause, and shall be deemed to have been passed on the date of signature thereof by the last Member entitled to sign the same.

28. MINUTES AND INSPECTION

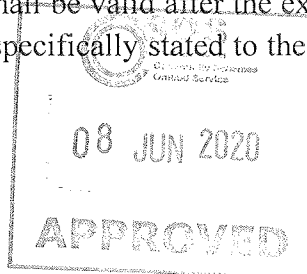
- 28.1 The Trustees shall cause a record to be made of all resolutions of the Association in general meeting in a book provided for that purpose.



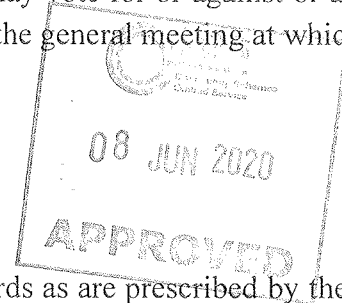
- 28.2 The minutes kept in terms of clause 28.1 (or any extract therefrom) which purport to be signed by the Chairman of the board of Trustees or by any Trustee or the secretary shall be *prima facie* evidence of the matters therein stated.
- 28.3 The minute book shall be open for inspection as provided in the Act.

29. PROXIES

- 29.1 A Member entitled to vote at a general meeting shall be entitled to appoint one person or more than one person in the alternative to each other as his proxy to attend, speak and vote at a general meeting on his behalf.
- 29.2 A proxy need not be a Member of the Association.
- 29.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or his agent duly authorised in writing or, if the appointor is a body corporate, under the hand of the authorised representative. A proxy need not be witnessed. Whether he is himself a Member or not, the holder of a general or special power of attorney given by a Member shall, if duly authorised under that power to attend and take part in meetings and proceedings of the Association, be entitled to attend general meetings and to vote thereat.
- 29.4 A form of proxy may be issued at the Association's expense only if it is sent to all Members who are entitled to attend and vote at the general meeting to which the proxy form relates.
- 29.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, (or a notarially certified copy of such power or authority) shall be deposited at the office not less than forty-eight hours (or at such other place and such lesser period as the Trustees may determine in relation to any particular meeting) before the time for the holding of the meeting which the person named in the instrument proposes to speak and vote. A form of power of attorney or proxy shall be invalid if this clause is not complied with.
- 29.6 Except insofar as the form appointing a proxy indicates otherwise, the appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and (except to the extent to which the proxy is specially directed to vote for or against or to abstain from voting on any proposal or resolution), the power generally to act for the Member giving that proxy at the general meeting in question as the proxy may think fit. Unless the contrary is stated thereon, the form appointing a proxy shall be valid for each adjournment of the general meeting to which it relates.
- 29.7 No instrument appointing a proxy shall be valid after the expiration of 6 (Six) months from the date on which it was signed unless specifically stated to the contrary in the instrument of proxy itself.



29.8 The instrument appointing a proxy may be in any usual or common form approved by the Trustees but shall be so worded that the holder thereof may vote for or against or abstain from voting on any one or more of the resolutions proposed at the general meeting at which the proxy is to be used.



30. ACCOUNTING RECORDS

30.1 The Trustees shall cause to be kept such accounting records as are prescribed by the Act and in particular such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the trade or business of the Association.

30.2 The Association's records shall be kept at the office or such other place or places as the Trustees think fit and shall at all reasonable times be open to inspection by the Trustees and by past Trustees but, in the case of the latter, only in respect of the period during which they held office as Trustees.

30.3 The Trustees shall from time to time determine whether, to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them may be open for inspection by Members not being Trustees and no Member (not being a Trustee) shall have any right to inspect any accounting record or document of the Association except as conferred by the Act or authorised by the Trustees or by the Association in general meeting.

31. AUDITOR AND AUDITED FINANCIAL STATEMENTS

31.1 Subject to clause 39, an auditor shall be appointed in accordance with the provisions of the Management Act.

31.2 The Trustees shall from time to time and in accordance with the provisions of the Management Act, cause the annual financial statements to be prepared and laid before the Members in general meeting.

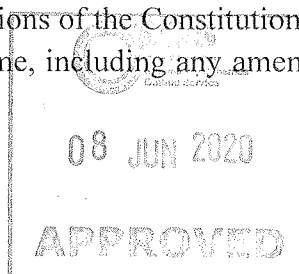
31.3 A copy of any annual financial statements which are to be laid before the Members at the annual general meeting shall not less than 21 (Twenty One) days before the date of that meeting, be sent to every Member of the Association and, where required by the Management Act, also to the Ombud. The provisions of this clause shall not require a copy of those documents to be sent to any person who has not furnished an address to the Association.

32. DISPUTES

- 32.1 Any disputes arising out of or in connection with the Constitution of the Association, or the Management Rules or the Conduct Rules of a Sectional Title Scheme must be determined in accordance with clause 12.5 above read with this clause 32, except where an interdict is sought for urgent relief which may be obtained from a court of competent jurisdiction.
- 32.2 On a dispute arising (except for money or a debt owing to the Association), the parties who wish to have the dispute determined must notify the other party thereof in writing. Unless the dispute is resolved amongst the parties within 14 (Fourteen) days after such notice, either of the parties to the dispute may refer the same for determination to the Chairman of the Association, who shall appoint a committee consisting of three Trustees as contemplated in clause 12.5 within 7 (Seven) days of receipt of notification of the dispute in writing. The committee so appointed shall determine the dispute within 14 (Fourteen) days of its constitution in accordance with the rules of natural justice and on consideration of such evidence adduced to it, or received by it on its request, in such form and manner acceptable in its discretion.
- 32.3 Notwithstanding the provisions of clause 32.4, the committee shall be entitled to refer the dispute for determination to an independent party agreed to between the committee and the disputing Members, in which event such dispute shall be referred to the following who shall in each case have a minimum of ten years experience in their field:
- 32.3.1 if the dispute is primarily an accounting or financial matter, a practicing chartered accountant;
- 32.3.2 if the dispute is primarily a legal matter or a matter relating to the behaviour and/or conduct of a member, a practicing attorney or advocate;
- 32.3.3 if the dispute primarily relates to the nature of buildings, structures, installations or equipment, a practicing architect;
- 32.3.4 if the dispute primarily relates to the size or form of the land or the position, height or size of buildings, structures, installations or equipment, a practicing land surveyor.
- 32.4 If the parties are unable to agree on the appointee as provided for in clause 32.3 within three days of being requested to do so, then the person shall be nominated by the President for the time being of the Law Society of the Northern Provinces.
- 32.5 The person appointed as provided for in clause 32.3 shall in all respects act as an expert and not as an arbitrator.
- 32.6 The proceedings shall be on an informal basis, it being the intention that a decision should be reached as expeditiously as possible, subject only to the due observance of the principles of natural justice.

- 32.7 The parties shall use their best endeavours to procure that the decision of the expert shall be given within 21 (Twenty One) days or so soon thereafter as possible.
- 32.8 The decision of the expert shall be final and binding upon all parties and capable of being made an order of court on application by any of them.
- 32.9 The costs of and incidental to any such proceedings, including the fees of the expert, shall be in the discretion of the expert who shall be entitled to direct the allocation of the costs, and whether it shall be taxed as between “party and party” or as between “attorney and client”.
- 32.10 The provisions of this clause 32 shall be deemed to be severable from the remainder of the Constitution of the Association and of the Management Rules and Conduct Rules of a Sectional Title Scheme and shall remain binding and effective as between the parties notwithstanding that it may otherwise be cancelled, amended or declared of no force and effect for any reason.

- 32.11 Notwithstanding anything to the contrary contained in this Constitution, the Trustees shall be entitled to institute legal proceedings of whatsoever nature on behalf of the Association by way of application, action or otherwise in any court having jurisdiction for any purpose whatsoever relating to any matter in respect of any of the provisions of the Constitution or the Management Rules and Conduct Rules of a Sectional Title Scheme, including any amendments or additions thereto.



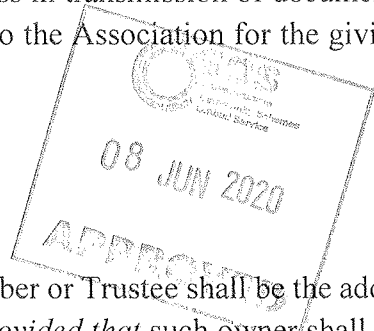
33. NOTICES

- 33.1 A notice may be given by the Association to any Member, in the manner set out in clause 33.2 below, at the address if any within the Republic furnished by him to the Association for such purpose.
- 33.2 Notice of every general meeting shall be given in writing and shall be delivered either by hand, or sent by post, or sent by facsimile, or sent by email -
- 33.2.1 to every Member except those persons who have not supplied an address contemplated in clause 33.1 above;
- 33.2.2 to the Auditor for the time being of the Association;
- 33.2.3 to every Trustee of the Association, whether a Member or not,
- and no other person shall be entitled to receive notice of any general meetings.

- 33.3 A notice served by post shall irrefutably be deemed to have been received and brought to the notice of the addressee at the time when the letter containing the same was posted and in proving

the giving of the notice by post, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.

- 33.4 Any notice by the Association shall be signed by a Trustee or by someone authorised by the Trustee.
- 33.5 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- 33.6 The Association shall not be responsible for the loss in transmission of documents sent through the post to the address furnished by any Member to the Association for the giving of notices to him, whether or not it was so sent at his request.



34. **DOMICILIUM**

- 34.1 The *domicilium citandi et executandi* of each Member or Trustee shall be the address of the Unit registered in his name within the Development: *provided that* such owner shall be entitled from time to time to change the said domicile but that any new domicile selected shall be a physical address situated in the Republic (which shall not be a PO Box or Postnet Suite address) and that the change shall only be effective on receipt of written notice thereof by the Association at its domicile.
- 34.2 The *domicilium citandi et executandi* of the Association shall be the address of its office, appointed from time to time.
- 34.3 It is accepted therefore that the domicile address provided will be the address at which the owner or Association, as the case may be, agrees to accept service of all court processes for the purpose of matters arising between the Association and the Member.

35. **GENERAL**

- 35.1 The Trustees may serve notice on any Member to the effect that the Trustees consider the conduct of the Member in contravention of the Constitution or Rules of the Association. Should the Member or Members fail to comply therewith, within a reasonable time as specified in such notice, the Trustees may take such steps as they deem necessary to rectify the Member's conduct and recover the cost thereof from the Member or Members concerned, which cost shall be deemed to be a debt due and owing to the Association.
- 35.2 The Association may require any Member to maintain a sidewalk adjacent to his land in the Development and in the event of such Member failing to maintain such sidewalk to the satisfaction of the Association, the Association shall be entitled to take such action as may be necessary for the maintenance of such sidewalk and to charge such Member concerned.

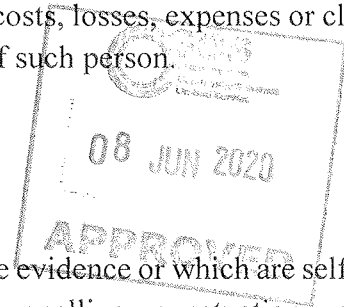
- 35.3 The Association may enter into agreements with Members for the provision of amenities and services to the Members and to levy a reasonable charge in respect of the provision thereof.
- 35.4 Should the Association provide security services and/or other services for Members in the Development, all Members shall be obliged to:
 - 35.4.1 permit the installation of any such equipment for the purposes of such services as may be determined by the Association from time to time;
 - 35.4.2 make payment of charges raised by the Association in respect of such services;
 - 35.4.3 abide by such terms and conditions of the provisions of such services as may be laid down by the Association from time to time; and
 - 35.4.4 not interfere in any way with the working or maintenance of such services or equipment.

36. INDEMNITY

Every Trustee, manager, and officer of the Association and every other person (whether an officer of the Association or not) employed by the Association, and the auditor, except the managing agent, shall be indemnified out of the funds of the Association against all costs, losses, expenses and claims which he may incur or become liable to pay by reason of an act done by him in the discharge of his duties, in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, unless such costs, losses, expenses or claims are caused by the *mala fide* or grossly negligent act or omission of such person.

37. AMENDMENTS TO THE CONSTITUTION

- 37.1 Save for correcting errors substantiated as such from objective evidence or which are self-evident errors (including, but without limitation) *ejusdem generis*, spelling, punctuation, reference, grammar or similar defects) in the Constitution, which the Board is empowered to do, all other amendments of the Constitution shall be effected if –
 - 37.1.1 a special resolution to amend it is proposed by:
 - 37.1.1.1 the Board of Trustees; or
 - 37.1.1.2 Members of the Association entitled to exercise at least 10% (Ten Percentum) of the voting rights that may be exercised on such a resolution and is adopted at a general meeting.

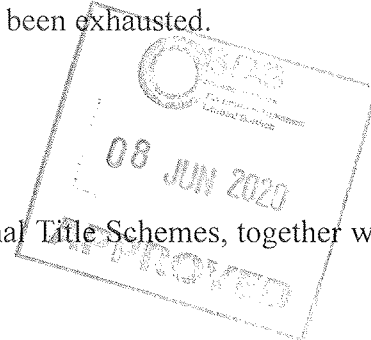


38. EXCLUSION DURING THE DEVELOPMENT PERIOD

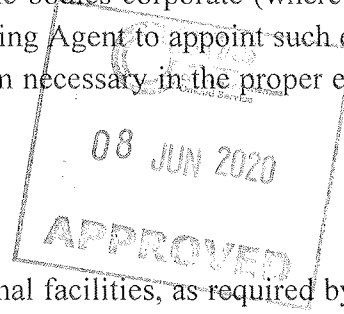
Notwithstanding anything to the contrary contained in this Constitution, during the Development Period those portions of the Development where the Developer has not yet exercised in full its Development Right, shall be excluded from the operation of this Constitution until such time as the Development Right in respect of such portions have been exhausted.

39. MANAGEMENT OF THE DEVELOPMENT

- 39.1 The Development shall comprise various Sectional Title Schemes, together with the communal facilities.
- 39.2 The duties, functions and powers of the respective bodies corporate shall be assigned to the Association as contemplated in regulation 30(2)(b) of the Act.
- 39.2.1 The trustees shall nominate and appoint from their number, at least 1 (One) Trustee to serve on the Board of Trustees as contemplated in clause 15.3 above.
- 39.2.2 To the extent that the minimum required number of trustees cannot be appointed in respect of any particular Sectional Title Scheme, additional trustees may in that event be nominated and elected, at any general meeting, from the ranks of the Members of any of the other Sectional Title Schemes.
- 39.3 The Board of Trustees shall exercise such duties and rights as are required of them by the Sectional Titles Act and the Management Rules of the respective Sectional Title Schemes, as well as any other applicable legislation, and in doing so shall *inter alia*:
- 39.3.1 manage, control and administer the Sectional Title Schemes in the Development, as well as the communal facilities, as one scheme;
- 39.3.2 be entitled to appoint such committees or sub-committees from their ranks and to delegate certain tasks to such committees or sub-committees as they deem fit and appropriate;
- 39.3.3 prepare one budget and submit such budget to the Developer for its approval (in accordance with the provisions of clause 9.4) and to apply as far as possible the participation quotas, applicable to every member with regard to any contributions or special Levies due by Members in respect of the Development as a whole or a particular Sectional Title Scheme, with regard to and indicated on the Approved Budget;
- 39.3.4 regard the common property of the individual Schemes, and any property owned by the Association, for purposes of the management of the Development, as Common Property of a single Sectional Title Scheme;



- 39.3.5 appoint one Managing Agent for the Development; *provided that* during the Development Period and one year thereafter, the Managing Agent shall be appointed by the Developer;
- 39.3.6 appoint one Auditor; *provided that* during the Development Period and one year thereafter, the auditor shall be appointed by the Developer;
- 39.3.7 appoint such employees for the Association and the bodies corporate (where applicable) as they deem fit and appropriate and allow the Managing Agent to appoint such employees and service providers as the Managing Agent may deem necessary in the proper execution of its duties;
- 39.3.8 operate one bank account, as far as possible;
- 39.3.9 insure all buildings, common property and communal facilities, as required by the Sectional Titles Act and Regulations, under one Insurance Policy; *provided that* any exclusions applicable to a specific Sectional Title Scheme or communal facilities or any claims not covered adequately or at all in terms of the Insurance Policy in respect of a specific Sectional Title Scheme or Communal Facilities, shall be the liability of the Members or owner of that specific scheme or facility only. During the development period each unit will be insured for a replacement value equal to the purchase price of the unit. On termination of the development period, the provisions in terms of the Act will apply with regard to the calculation of the replacement value of each unit.
- 39.3.10 convene a single annual general meeting in respect of the Members of the respective bodies corporate and the Association (excluding a general meeting contemplated in section 26(8)(a) of the Management Act, which general meeting shall be held in accordance with the provisions of the Constitution of Association;
- 39.3.11 The rights derived from and the obligations conferred upon any Sectional Title Scheme in terms hereof shall entitle such Scheme irrevocably to sue or to be sued or to take any action for the enforcement of the provisions of the Management Act and the rules pertaining to such Scheme in its own name, without reference or formal cession from the Association or any of the other Schemes; *provided that* the Board of Trustees approves and oversees the institution or defense of such action and subject to any directions that may be given by the Association in general meeting.
- 39.3.12 Insofar as any administrative, procedural and management aspects may require amendment in order to attain the objects of this clause 35, the Board of Trustees may constitute a Rules Committee to supplement and/or amend and/or repeal any of the Management and Conduct Rules applicable to any Sectional Title Scheme as they deem appropriate and in a manner they deem fit and proper; *provided that* these rights do not confer upon the Trustees the right to impose any restrictive conditions on the proprietary rights of any of the Members without their knowledge or consent thereto.



- 39.3.13 For purposes of any quorum requirement and for approval of a special or unanimous resolution, the Members of all the Sectional Title Schemes shall participate jointly and shall be reckoned for purposes of each resolution, as one scheme comprising of all the Units of the individual Schemes, subject to the rights of the Developer; *provided that* where any resolution or amendment of any of the rules affects a particular Sectional Title Scheme only, the Members of that specific Scheme may resolve to adopt the required resolution or amendment; *provided further that* such resolution or amendment shall stipulate clearly that it is applicable to and enforceable by the Members of that particular scheme only.
- 39.3.14 No amendment to the rules as contemplated for the purpose of this clause 35 shall be adopted unless the corresponding rule/s of all the other Sectional Title Schemes in the Development and the corresponding provisions the Constitution of the Association are similarly amended and *vice versa*.
- 39.3.15 In attaining the objectives of this clause 35, the Trustees shall not do, or cause do be done, anything, whether expressly, tacitly or implied, in contravention of the Act, the Sectional Titles Act or the principles of good corporate governance and shall at all times exercise their functions in the utmost good faith.
- 39.3.16 In the event of any contradicting provisions in this Constitution of Association and the Management and Conduct Rules of any Sectional Title Scheme, the provisions of this Constitution shall prevail.

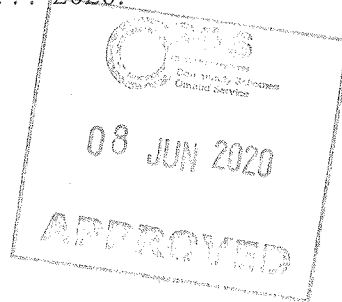
40. **EFFECTIVE DATE**

This Association shall be duly constituted with effect from the date that this Constitution is executed by the signatories set out below.

Signed at Johannesburg on this the day of 2020.

JONATHAN WELTMAN

RODNEY GRAY



INTERPRETATION OF TERMS

In the interpretation of these rules, unless the context otherwise indicates:

- a) "Act" means the Sectional Titles Act 95 of 1986, as amended from time to time, and any regulations made and in force thereunder
- b) "Management Act" means the Sectional Titles Schemes Management Act No. 8 of 2011, as amended from time to time, and any regulations made and in force thereunder
- c) "trustees" mean the Trustees (or Scheme Executives) appointed in terms of the Act
- d) "the Body Corporate" means the Body Corporate as determined in sections 3 to 9 of the Management Act
- e) "section" means a section shown as such on the sectional plan
- f) "unit" means a section together with its undivided share in the common property apportioned to that section in accordance with the quotas of the section
- g) "common property" means the common property as shown on the Sectional Title Plan
- h) "owners" mean the registered owners of the units, who are responsible for their families, tenants, residents, etc., that may be in the complex
- i) "managing agent" means the Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate
- j) "complex" means the buildings known as **GREENPARK BODY CORPORATE** as well as the common property
- k) "occupier" or "resident" means the person occupying any section
- l) "Short-term letting" means the letting of any unit by any owner (or his agent) to a third party for a period less than 3 (three) months including, but not limited to, letting through AirBNB or Booking.com or any similar online platform;
- m) words importing -
 - a. the singular number only shall include the plural, and the converse shall also apply
 - b. the masculine gender shall include the feminine and neuter genders and the neutral gender shall include the masculine and feminine genders
- n) words and expressions, to which a meaning has been assigned in the Act, shall bear the meaning assigned to them
- o) the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules
- p) "parked" refers to any mode of transport which is stationary in one position either in a demarcated parking space or on common property for any length of time

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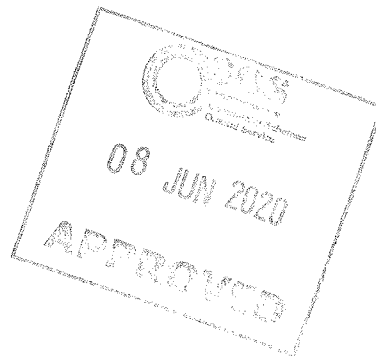
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Conduct Rules

Updated 20 February 2020



GREENPARK BODY CORPORATE CONDUCT RULES

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1. INTRODUCTION

- 1.1 These Rules are binding on all owners, occupiers and their visitors. Occupiers are responsible for the conduct of their visitors. Any breach of these Rules by a visitor or occupier who is not an owner, will be attributed to the relevant owner who will be held responsible for such breach.
- 1.2 These Rules will be enforced by the Trustees. Any infringement of these Rules may result in the offender being penalized with Penalty Levies and/or Conduct Transgression Levies or such other sanction as may be deemed appropriate by the Trustees and as more fully provided for in the Rules.
- 1.3 If as a result of a breach of any of these Conduct Rules by any owner or occupier of a section, the Trustees instruct an attorney, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.
- 1.4 The Trustees have been elected by the owners to fulfil a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees' person or property will result in legal action.

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2. FINANCES / LEVIES

- 2.1 All levies owing to the Body Corporate are payable monthly in advance by not later than the first day of each and every month.
- 2.2 Owners shall not be entitled to withhold payment of levies payable to the Body Corporate for any reason (including and without limiting the generality of the foregoing by reason of any alleged failure by the Body Corporate to provide any services) and shall not be entitled to apply set-off.
- 2.3 Levy invoices shall include and not be limited to Penalty Levies, Conduct Transgression Levies, damages to infrastructure and other payments due to the Body Corporate.
- 2.4 Owners who appeal against imposed Penalty Levies and/or Conduct Transgression Levies shall do so in writing to the Trustees.
- 2.5 For the duration of the developer's right to extend the property in terms of Section 25(1) of the Sectional Titles Act 95 of 1986, the levy amount may not be increased without the prior written consent of the developer.

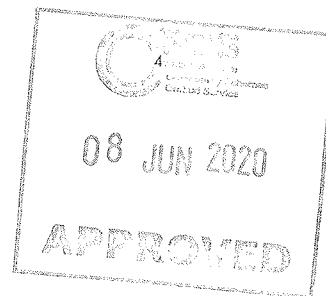
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3. SECURITY

- 3.1 Access control for owners and occupiers:



- 3.1.1 All owners and occupiers living in the complex are required to be registered with security for access control into and out of the complex. Owners and occupiers may not request the security guards on duty to open for them without following correct access control procedures.
- 3.2 Access control for employees employed by owners and occupiers:
 - 3.2.1 All owners and occupiers are required to register their employed staff with security and confirm the days and times of access permitted.
 - 3.2.2 Employed staff must be in possession of a valid South African Identity book or a Valid International Passport with the respective valid work permits.
 - 3.2.3 All owners and occupiers shall register all employees with the Estate's security service provider, which registration shall be accompanied by copies of the identity documents and/or international passports of the employees and agree to pay the applicable fees to the relevant security company for the registration of such employees.
 - 3.2.4 Owners and occupiers may not use their own issued discs or fingerprints to open for their employees. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.
 - 3.2.5 Owners and occupiers who bring employees into the complex on or in a vehicle must ensure that they disembark from the vehicle and enter/exit the complex via the provided turnstiles, using the Biometrics system.
- 3.3 Access control for family members, guests and service providers:
 - 3.3.1 Family members, guests and service providers may not be registered onto the Body Corporate's access control system. Access may be provided through the approved visitor management system installed for access control. Only family members who live in the complex may be registered for access.
 - 3.3.2 Requests for special dispensation must be provided in writing to the Trustees for consideration.
 - 3.3.3 Owners and occupiers may not use their own issued discs or fingerprints to open for their family members, guests and/or service providers. Owners and occupiers must at all times ensure that the complex's correct access control procedures are strictly followed as protocol.
 - 3.3.4 Owners and occupiers will be notified of all transgressions in writing.
- 3.4 Access control for building contractors:
 - 3.4.1 Building contractors must first register with the estate manager and security. Access may only be between the hours of 07h00 to 17h30 on weekdays excluding public holidays. All contractors are required to obtain a complex security identity card and be registered onto the access control system. Times may vary at the Trustee's discretion.
 - 3.4.2 All contractors must provide the Body Corporate with the names of all construction workers and other employees to be engaged in construction activities in the complex. Only construction workers who have been registered and have been issued with an approved identity card may be engaged.
 - 3.4.3 Owners and occupiers may not use their own issued discs or fingerprints to open for their contractors, sub-contractors and workers. Owners and occupiers must at all times



ensure that the complex's correct access control procedures are strictly followed as protocol.

3.4.4 All contractors must be in possession of an approved identity card for the complex, which is valid for the current year of providing the service.

3.5 Access control for contracted service providers:

3.5.1 Contractors who have been appointed by the Trustees of the Body Corporate and who have a signed service level agreement in place with the Body Corporate may be granted access onto the complex's access control system in order to perform their daily duties.

3.5.2 Access hours will be at the sole discretion of the estate manager who will grant such access based on the required service delivery.

3.5.3 All contracted service providers must provide the Body Corporate with the names of all workers and other employees to be engaged in maintenance and service delivery activities within the complex. Only construction workers who have been registered and have been issued with an approved identity card may be engaged.

3.5.4 All contractors must ensure their employees are registered on the biometric system. Upon arrival the passengers are required to disembark from their vehicle and enter via the provided turnstile.

3.5.5 All contracted service providers must provide the Body Corporate with S.A.P.S clearance for their employees/management providing services to the Body Corporate.

3.6 Access control for emergency services:

3.6.1 The Body Corporate will grant automatic access to the Fire Department, ambulance and emergency vehicles and to members of the S.A.P.S. Security will at all times escort these emergency services to their place of destination within the complex.

3.7 Access control for the local municipality, Pikitup, the Sheriff of the Court and the Post Office:

3.7.1 Access will be provided to employees from the local municipality, Pikitup, the Sheriff of the Court and the Post Office after security has first confirmed and notified the estate manager and verified their identity and job card statuses. Access will be done in accordance with the approved signed off Security SOP.

3.8 Owners and occupiers must comply with all security measures from time to time as implemented by the Body Corporate.

3.9 Insofar reasonably possible visitors must at all times be accompanied by an owner or an occupier.

4. ANIMALS, REPTILES & BIRDS

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4.1 **Written Permission**

4.1.1 An owner or occupier of a section shall not, without consent of the Trustees in writing,



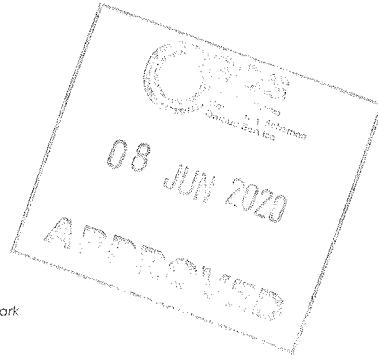
which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. The housing of any animal, reptile or bird must be within the municipal by-laws boundaries.

4.2 Conditions

- 4.2.1 The Trustees may prescribe any reasonable conditions for the keeping of such animal, reptile or bird.
 - 4.2.1.1 Owners and occupiers are required to keep their pets within the confines of their enclosed areas, and when taken into common areas must be on a leash and under strict supervision.
 - 4.2.1.2 Pets may under no circumstances be allowed to swim in the dam/s, swimming pool or other water features.
 - 4.2.1.3 Owners and occupiers will be required to ensure that any mess made by their pets in the common areas is cleaned up by themselves, immediately, and suitably disposed of.
 - 4.2.1.4 No pets which create a disturbance (whether through excessive barking or other conduct) are permitted.
 - 4.2.1.5 Owners of pets must ensure that they do not cause a nuisance or disturbance to other owners and residents and that cyclists, walkers, joggers, pedestrians and other pets are not attacked or harassed.
 - 4.2.1.6 Pet owners are expected to ensure their pet dogs and cats are tagged displaying the owner's contact information and unit number. This will be at the owner's cost.
 - 4.2.1.7 The Trustees will restrict the number of pets per unit to 2 (two) and implore owners to consider the size of their pet in relation to their unit's size and position. No dogs, cats or any other permitted pets or animals are permitted which are measured to be taller than 50cm in height from the ground up to the top of the front shoulder blade.
 - 4.2.1.8 Pit Bull Terriers and any other breed of dog, or any other animal or pet, which is considered to be dangerous by the Trustees will not be permitted.
 - 4.2.1.9 Where necessary, suitable fencing or other restraining measures approved by the Trustees must be installed to contain animals and pets.
 - 4.2.1.10 The Trustees may require animals and pets which in its sole and absolute discretion it considers to be dangerous and/or undesirable and/or a nuisance to be removed from the complex.
- 4.2.2 The conditions outlined by the Trustees will not be imposed unfairly but rather in the interests of the surrounding neighbours as well as in the best interests of the pet. The size of and care levels required for each pet will be considered prior to approval.
- 4.2.3 Owners and occupiers in need of an animal to assist with a specific disability will be allowed to keep such animal but will need to obtain permission from the trustees in writing.

4.3 Withdrawal of Permission / Imposing of Penalty Levies and/or Conduct Transgression Levies / Removal of Pets





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4.3.1 The Trustees may withdraw such approval in the event of the contravention of any condition outlined by the Trustees, as prescribed in terms of clause 1.2 above. The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 32) and/or ordering the removal of Pets in the event of non-compliance of the above conditions.

4.4 Liability

4.4.1 The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for such injury, damage or inconvenience. Any owner or occupier must ensure that their animals are not a source of disturbance (noise or otherwise) to other owners or occupiers.

4.5 Trustees Decision Binding

4.5.1 The Trustees' decision regarding any matter with regards to animals, reptiles and birds shall be binding.

4.5.2 An owner aggrieved by the trustees' decision shall have the right to appeal the decision with the Community Schemes Ombud in terms of the Community Schemes Ombud Services Act 9 of 2011 ("CSOS").

5. REFUSE DISPOSAL

5.1 An owner or occupier of a section shall:

5.1.1 Maintain in a hygienic and dry condition, receptacles for refuse within his section, their exclusive use area or on such part of the common property as may be authorized by the Trustees in writing.

5.1.2 Ensure that all refuse is placed and sealed securely in a plastic municipal style bag intended for refuse disposal.

5.1.3 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.

5.1.4 For the purpose of having the refuse collected, place such receptacle within the area designated for refuse collection (should the service provider be unable to do so) and at the times designated by the Trustees.

5.1.5 Not place any large cardboard, polystyrene or builder's rubble into the receptacle, but dispose of this in his/her personal capacity.

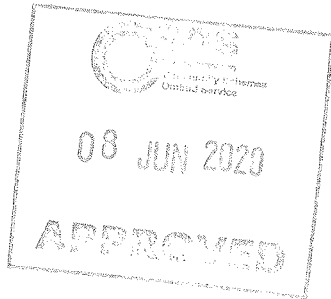
5.1.6 Refuse may not be dumped on the streets or elsewhere in the complex.

5.1.7 The burning of refuse is not permitted.

6. VEHICLES

6.1 Parking

6.1.1 No owner or occupier shall park or stand any vehicle on the common property, or allow any vehicle to be parked on the common property or demarcated parking bays, without the written consent of the Trustees, except in respect of those areas of the



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common property specifically demarcated for that purpose. No parking will be tolerated on the common property grass areas, or in parking bays specifically designated for the use of other sections without the written permission of the occupant of the section concerned.

6.1.2 Visitor parking is intended for visitors, and is not allowed to be used by residents on a regular basis. For this reason, owners should ensure prospective tenants do not have more vehicles than parking bays allocated to the unit. The Body Corporate may impose a monthly parking rental fee (the amount to be determined from time to time by the Trustees) via levy accounts on owners whose residents are found to have more vehicles than allocated parking bays and are detected using visitor parking on a regular basis, with such fee being imposed until it can be confirmed the parking violation has been resolved.

6.1.3 The Trustees may, for this purpose, from time to time demarcate areas of the common property where the parking of motor vehicles is permitted, and similarly demarcate other areas of the common property where the parking of motor vehicles is not permitted.

6.2 **Tow-away**

6.2.1 The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked and/or standing and/or abandoned on the common property.

6.3 **Leaks**

6.3.1 All owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property. If an owner or occupier of a section contravenes this rule they will compensate the Body Corporate for the fair reasonable and necessary cost of restoring / repairing / cleaning of such common property.

6.4 **Repairs**

6.4.1 No owner or occupier of a section shall be permitted to dismantle or effect any major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section, provided that the normal washing of vehicles is permitted in accordance with any water restrictions which may be imposed by any local authority.

6.5 **License**

6.5.1 No owner or occupier of a section shall be permitted to drive any vehicle on the common property or on any exclusive use area without a valid driver's license for that vehicle.

6.6 **Speed**

6.6.1 All owners or occupiers must drive their vehicles at a reasonable speed, which reasonableness shall be determined by the trustees from time to time, to ensure the safety of all other owners, occupiers and visitors.

6.7 Dangerous Driving

6.7.1 No owner or occupier shall drive or allow any vehicle to be driven on the common property or on any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

6.8 Obstruction

6.8.1 The owner or occupier of any section shall not park or permit to be parked any vehicle, or place any item or article, in such manner as to obstruct any passageways, roads, exits from or entrance to the building/s, or any entrance to or exit from any section or authorized parking bay of any other owner or lawful occupant.

6.8.2 The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle at the expense of the owner of the vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

6.9 Other modes of transport

6.9.1 Caravans and boats are not allowed to enter the complex. Trailers may only be parked within the owner's allocated parking area and should not protrude or obstruct any other owner's parking area.

6.9.2 No unlicensed modes of transport are permitted to be utilized within the complex.

6.9.3 No skateboards, roller blades or similar other items are permitted to be ridden within the complex.

6.9.4 No vehicle with a tonnage over 3.5 (three point five) tons will be allowed to enter the complex. This restriction will not apply to emergency services vehicles.

6.9.5 Bicycles are only allowed to be ridden on designated roadways, and not on pathways designated for pedestrian traffic only. Bicycles ridden outside of daylight hours must be fitted with a suitable headlight and taillight. Bicycle riders must wear a suitable safety helmet, and children under the age of 12 (twelve) when riding bicycles (or engaged in any other activities on the common property) must at all times be accompanied by an adult.

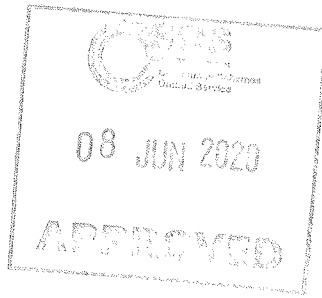
6.9.6 The Trustees reserve their rights in terms of the imposing of Penalty Levies and/or Conduct Transgression Levies (in terms of clause 32) and/or removal of any of the above mentioned unauthorized modes of transport.

6.10 Motor Vehicle Accidents

6.10.1 The Trustees are not responsible for any motor vehicle accidents or any incident relating to the use of a motor vehicle as defined in the Road Traffic Act which may occur within the complex.

6.11 Use of vehicles





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- 6.11.1 All traffic circles are to be used in a clockwise direction.
- 6.11.2 Excessive revving of vehicles and/or motorbikes is prohibited.
- 6.11.3 No quad bikes, motorbikes or motorcycles may be ridden on footpaths and/or within the complex generally except when travelling between a section and the main entrance to the complex for purposes of entering or exiting the complex.
- 6.11.4 All vehicles must come to a complete stop at the intersections where stop signs have been installed.

6.12 Intersections

- 6.12.1 All intersections are to be treated as stop streets.

6.13 Golf Carts

- 6.13.1 Golf carts shall be operated by competent persons 16 (sixteen) years or older.
- 6.13.2 All occupants on golf carts shall be seated at all times.
- 6.13.3 Golf cart operators are required to follow all standard motor vehicle laws and complex rules.
- 6.13.4 Golf carts shall adhere to all signage in the complex.
- 6.13.5 Standing on the rear or on either side of a golf cart is strictly prohibited.
- 6.13.6 No carts will be permitted to operate after dark without front and rear lights.
- 6.13.7 Golf carts are to be kept clean and in good working order.
- 6.13.8 Golf carts shall be operated only in the designated areas of the complex (if applicable). Golf carts are to be used on tar roads and solid concrete pathways only. No golf carts shall be allowed on the paved pathways or on the narrow wooden bridges.
- 6.13.9 Pedestrians, walkers, joggers, cyclists shall have the right of way. Feet have the right of way over wheels.
- 6.13.10 Owners of golf carts will be responsible for any damages sustained in the complex through use of the golf carts.
- 6.13.11 In the event that an owner or occupier's golf cart is utilised by a friend or guest, it is the owner or occupier's responsibility to ensure that such person is acquainted with and adheres to the rules and regulations as contained herein.
- 6.13.12 It is illegal to drive a golf cart outside the complex on a public road.

6.14 Storage of golf carts

- 6.14.1 Golf Carts are to be stored on the owner or occupier's property/parking space.
- 6.14.2 Storage of golf carts on roads, pathways and/or gardens is strictly forbidden.

6.15 Liability

- 6.15.1 The owner, occupier or driver waives all rights to claim against the Body Corporate in the event of any loss or damage or injury sustained through the use of golf carts.

6.16 Penalty Levies and Conduct Transgression Levies and Application

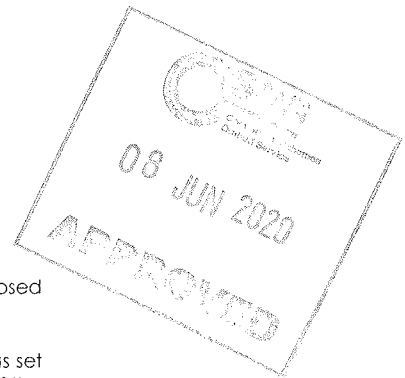
- 6.16.1 In the event of a contravention or continued contravention of the rules and regulations, the guilty party shall be liable for Penalty Levies and/or Conduct Transgression Levies in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies.
- 6.16.2 These Penalty Levies and Conduct Transgression Levies are to be added to the owner's levy account.

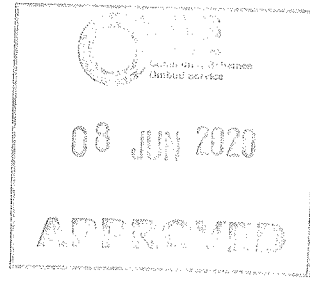
7. PATHWAYS

- 7.1 No golf carts are permitted on any paved pathway.
- 7.2 No motor vehicles are permitted on any pathways.
- 7.3 Pedestrians have right of way.

8. PARKING

- 8.1 The Developer has, in terms of sections 10 (7) and 10 (8) of the Management Act, imposed the following additional Conduct Rule relating to sole utilisation areas:
- 8.1.1 There has been created, in favour of the owners of the sections from time to time, as set out in Annexures "A" and "B" hereto, being respectively a schedule and layout plan of the sole utilisation areas, the right to use of a part of the common property for their sole utilisation.
- 8.1.2 A sole utilisation area entitles an owner of a section to which the sole utilisation area attaches, to the exclusive use of the sole utilisation area to the exclusion of all other persons.
- 8.2 The sole utilisation area created shall be as follows:
- 8.2.1 each parking bay reflected in Annexure "A" hereto shall be for the exclusive use of the owner of the unit, the number of which is reflected in Annexure "A" and as determined in the layout plan attached hereto marked Annexure "B";
- 8.3 The general provisions relating to the use of the sole utilisation areas are as follows:
- 8.3.1 The parking bay may only be utilised for the parking of:-
- 8.3.1.1 motor vehicles;
- 8.3.1.2 light delivery vehicles;
- 8.3.1.3 trailers.
- 8.3.2 The parking bay can only be utilised for parking of other vehicles or objects with the prior written consent of the Body Corporate which may withhold such consent in its discretion, or grant such consent subject to such conditions as it may determine.
- 8.3.3 The owner entitled to the exclusive use of any sole utilisation area shall be obliged to maintain the sole utilisation area in all respects to the satisfaction of the Body Corporate.
- 8.4 The holder of the right to a sole utilisation area shall be entitled to transfer such right to any owner of a unit in the scheme by entering into a written cession of such right and causing such





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cession to be minuted at a meeting of the Trustees of the body corporate. The Trustees shall be obliged to record such cession at the first meeting of Trustees after the cession document has been handed to any Trustee if:

- 8.4.1 the cession is in writing;
 - 8.4.2 the parties to the cession are owners of units in the scheme; and
 - 8.4.3 the description of the sole utilisation area is clear from the document.
- 8.5 The Body Corporate shall be entitled to determine and collect special levies for the maintenance of any of the sole utilisation areas created in terms hereof.
- 8.6 The allocation of the parking bays will always remain at the discretion of the Trustees.

9. DAMAGE, ALTERATIONS, ADDITIONS TO THE COMMON PROPERTY

9.1 Damage

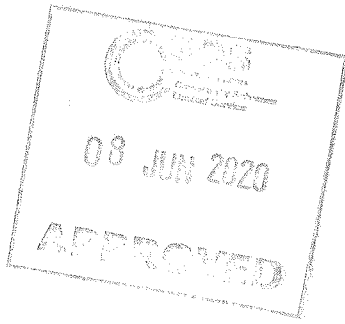
- 9.1.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter any part of the common property, without first having obtained the written permission of the Trustees.

9.2 Security Gates / Bars / Devices

- 9.2.1 Notwithstanding rule 9.1, an owner or person authorized by him / her, may install:
 - 9.2.1.1 any locking device, safety gate, burglar bars or other safety device for the protection of his / her section; **OR**
 - 9.2.1.2 any screen or other device to the inside of his / her section to prevent the entry of animals or insects

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

- 9.2.2 An owner or occupier of a section must not, without the Trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it, unless the change is minor and does not detract from the appearance of the section or the common property.
- 9.2.3 The inside of the unit belongs to the owner and the owner may within reason erect approved security measures of his / her choice – however, the Trustees may intervene should the choice be damaging to the harmony and aesthetics of the complex.
- 9.2.4 For the outside of the section (i.e. security doors on the front door and rear sliding patio door), the following security measures are permissible:
 - 9.2.4.1 The front security door is to match the colour of the door frame where it is to be installed, and identical in specification as set out by the Trustees (Please see annexure "C" to the Rules for the specification).
 - 9.2.4.2 Burglar bars are to match the colour of the window frame where it is to be



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installed, or be a clear polycarbonate type of burglar bar, and be identical in specification as set out by the Trustees (Please see annexures "C" to the Rules for the specification).

- 9.2.4.3 The rear sliding patio door is to match the colour of the door frame where it is to be installed, and must be an expandable design fitted to the inside of the unit only (Please see annexure "C" to the Rules for the specification).

10. APPEARANCE FROM THE OUTSIDE

10.1 Appearance

- 10.1.1 The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoops, gardens or fences which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Any furnishings and/or decorations in a Unit which are visible when viewed from the outside of a Unit, or visible to the public, must comply with the general aesthetics of the complex. Coloured curtains, drapes or any kind of window treatment are required to have a white, beige or neutral coloured backing/lining which is visible when viewed from the outside of a Unit.

10.2 Fences

- 10.2.1 No owner or occupier of a section shall erect or allow to be erected any form of additional fencing on any part of the common property or in any exclusive use area.

10.3 Lighting

- 10.3.1 No owner or occupier shall erect or cause to be erected or installed any lights or lighting apparatus on any part of the common property or exclusive use area without the written consent of the Trustees first having been obtained.

10.4 Structure Erection

- 10.4.1 No owner or occupier shall erect any structure of any nature whatsoever, including but not limited to swimming pools, umbrellas, braai facilities, saunas and Jacuzzis, which are of a permanent or semi-permanent nature, without the written consent of the Trustees first having been obtained.

10.5 Antennas, Satellite Dishes, Solar Water Heating and Air Conditioners

- 10.5.1 Owners and/or occupiers may not install aerials, satellite dishes or other antennas:

- 10.5.1.1 on the roof of their sections without the prior consent and / or approval of the Body Corporate; or
10.5.1.2 in the garden of a section without the prior consent and / or approval of the Body Corporate.



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10.6 Storage

- 10.6.1 No owner or occupier shall store or allow to be stored any item on his balcony, other than pot plants and garden furniture, having regard to the provisions following herein. Balconies are not to be used for the storage of items such as boxes, bicycles, drying or laundry racks, laundry, cleaning equipment, or tools etc.
- 10.6.2 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designated for outside use, as may be approved by the Trustees from time to time.
- 10.6.3 The Trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his / her balcony or exclusive use area, if in the discretion of the Trustees, such item or items are undesirable when viewed from the outside of a section.

11. SIGNS AND NOTICES

- 11.1 No owner or occupier of a section shall place or allow to be placed, any sign, notice, billboard, poster or advertisement of any kind whatsoever on any part of the common property or on a section, so as to be visible from the outside of the section.

12. LITTERING

- 12.1 No owner or occupier of a section shall deposit or allow to be deposited or thrown on the common property, any rubbish including dirt, cigarette butts, food or food scraps or any litter whatsoever.
- 12.2 The owner or occupier of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

13. LAUNDRY

- 13.1 No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property so as to be visible from the outside of the building or from any other section. Laundry (including the use of clothes horses) cannot be left out on balcony areas for drying purposes. An owner or occupier of a section shall not erect his / her own washing lines.
- 13.2 The trustees reserve their rights in terms of ordering the removal of items mentioned above.

14. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

14.1 Storage

- 14.1.1 An owner or occupier of a section shall not store any flammable or dangerous material,



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or permit (or allow to be done) any dangerous act in the building or on the common property in quantities which may increase the rate of the premium payable by the Body Corporate on any insurance policy.

14.2 Firearms

14.2.1 The owner and/or occupier shall comply with the Fire Arms Ammunition Act.

14.3 Electricity Supply

14.3.1 No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Trustees or duly authorized agents of the Body Corporate.

14.4 Fires and Braais

14.4.1 No owner or occupier of a section shall allow any form of fire inside his unit or on the common property, unless the fire is within an apparatus expressly designed for this purpose. It is strictly prohibited to throw cigarettes, cigarette stubs, matches etc, out of windows or anywhere on the common property. All flammable items must be kept in a safe place, and out of reach of children.

14.4.2 The owners or occupiers of any section shall not make fires or use barbeques or braais in a manner or at a time which causes inconvenience to the owners or occupiers of any other section, or causes danger to the building or any part thereof or to any property of any other person or on designated leisure areas. The owner will remain liable for any damages caused.

14.4.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 32) and/or removal of any of the above in the event of non-compliance.

14.5 Fire Extinguishers / Fire Hydrants

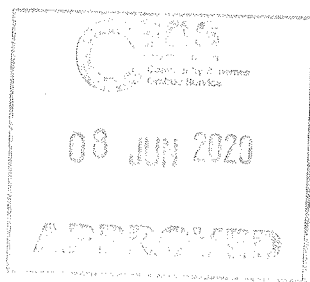
14.5.1 No owner or occupier of a section shall tamper with or allow to be tampered with, any fire-fighting equipment on the common property, nor shall they park or allow to be parked, any vehicle so as to obstruct access to any fire hydrant on the common property.

14.5.2 No fire extinguisher, firehouse or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purposes.

14.5.3 The Trustees reserve their rights in terms of the imposing of Penalty Levies and Conduct Transgression Levies (in terms of clause 32) in the event of non-compliance.

14.6 Fire Crackers

14.6.1 No owner or occupier of a section shall be allowed to set off any size or make, of fire cracker or any pyrotechnics device under any circumstances or at any time.



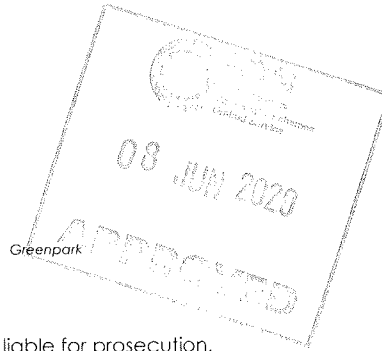
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14.7 Power Tools and Equipment

- 14.7.1 The owner or occupier of any section shall not cause, or permit to be used anywhere in the building (including his / her section) or on the common property (including exclusive use areas) any hand or power tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception, or which create any sound or noise, smells or fumes to which any other owners or occupiers may reasonably object.
- 14.7.2 No owner or occupier may store or permit to be stored any power tools and equipment and / or similar items, including work benches and work tables, in or on any part of the common property or his / her exclusive use area, including but not limited to the balcony and balcony area of his / her section, and the carport designated to him / her for use.

15. MAINTENANCE AND LANDSCAPING

- 15.1 The owner or occupier of a section shall at all times and at his / her own expense, maintain his / her section and exclusive use area in good, clean, hygienic, tidy and habitable order and condition, and shall be responsible at his / her own expense for:
- 15.1.1 all interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connections;
- 15.1.2 remedying of water pipes in his section;
- 15.1.3 remedying of excessive water overflow of any equipment or installation of his section and exclusive use area.
- 15.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to their sections or exclusive use area/s and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.
- 15.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use area/s or other parts of the common property, to the Trustees, their staff and agents, for the purpose of enforcing these rules or when it is reasonably necessary in the best interests of the Body Corporate.
- 15.4 The owners and occupiers of any section shall not interfere with flora, wild or cultivated, growing on common property other than the individually fenced garden areas. All owners and occupiers shall ensure that such areas are not despoiled in any way.
- 15.5 All owners and occupiers shall be obliged at all reasonable times to grant access to the Trustees, their staff and agents, to the fenced garden areas on the common property to inspect the garden areas and remove any plants, shrubs or trees which in the opinion of the Trustees, are either unsuitable, classified as invasive plant species or harmful to the environment.
- 15.6 No plants, trees or shrubs on the common property may be trimmed without prior written approval from the Trustees. It is recorded that certain of the flora are protected by law and that any owner or occupier interfering with or damaging, or in any other way acting in



respect of such flora contrary to the provisions of the law, may be liable for prosecution.

- 15.7 No owner or occupier shall cause to be planted in the gardens on the common property or any part of any exclusive use area, any plants, shrubs, or trees without first obtaining written consent of the Trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants, or plants which have a tendency to creep, in their exclusive use area unless he ensures that it does not encroach on his neighbour or the complex's electric fence and/or boundary wall/s, and keeps it cut back at all times.
- 15.8 Dumping of garden refuse, such as grass clippings or leaves onto any neighbouring property or park/green belt, wetland or common property is strictly prohibited.
- 15.9 Building any form of structure, such as stairs or a pathway into and/or on any part of the common property, park/green belt or wetland is strictly prohibited.
- 15.10 Releasing any exotic wildlife onto the park/greenbelt, wetland or common property is strictly prohibited.
- 15.11 The installation of wall mounted lights and/or spotlights facing and shining directly into the park/greenbelt, wetland or common property is strictly prohibited.
- 15.12 The owner or occupier is required to notify the Trustees and Security if any repairs / maintenance will be carried out at his / her section so as to avoid any unauthorized entry to the section or complex.

16. ERADICATION OF PESTS

- 16.1 An owner or occupier of a section shall keep his section free from white ants, other wood destroying insects and other pests and insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter his / her section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate such pests. The cost of inspection, eradication of any such pests as may be found within the section, shall be borne by the owner of this section involved.

17. NOISE AND NUISANCE

17.1 **Noise**

- 17.1.1 No owner or occupier of a section shall make or allow to be made, an excessive noise at any time, so as to disturb the other units (excessive shall be at the discretion of the Trustees).
- 17.1.2 No owner or occupier of a section is permitted to run a generator.
- 17.1.3 The owner or occupier of any section shall not play, or cause, or permit to be played, any radio, television set, tape or other recording device, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier, or to any other person.

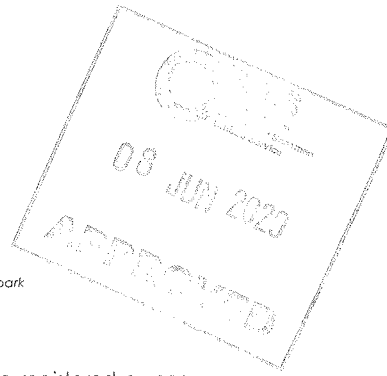


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- 17.1.4 Permission from the Trustees, in writing, is required in advance for any parties or large social gatherings that are to take place at the recreation area. Weekday parties will stop at 22h00 (including a Sunday night) and weekend parties will stop at 24h00. It is the Trustees' discretion as to what constitutes excessive noise during the party and after the party. No consumption of alcohol is permitted in the common areas.
- 17.1.5 No hobby or any activity, such as meetings, gatherings, weddings, funerals, etc. of any nature is permitted to which other owners or occupiers might object and which will create nuisance or disturbance (whether through noise or otherwise) to other owners or occupiers, and must comply with all relevant council by-laws.
- 17.1.6 Parking in the event of a social gathering, shall be dependent on demarcated parking bay availability. It would be the responsibility and cost of the resident hosting the social event to provide a security guard to watch the cars parked outside the complex, should there be no more demarcated visitor parking bays available within the complex.
- 17.1.7 In the event of a social gathering, please note that it is not the duty of the authorized agents or contractors' staff to clean up afterwards. It is the responsibility of the resident hosting the social gathering.
- 17.1.8 At the Trustees' discretion, actions will be taken should noise levels and behaviour be considered unacceptable and in contravention of the complex rules.
- 17.2 After Hours**
- 17.2.1 No owner or occupier of a section shall make or allow to be made any noise after 22h00 (Sunday to Thursday) or 24h00 (Friday to Saturday) and before 07h00 on Mondays to Saturdays and before 09h00 on Sundays.
- 17.3 Hooters**
- 17.3.1 No owner or occupier of a section shall sound or allow to be sounded any hooter unless in a case of emergency.
- 17.4 Children**
- 17.4.1 No owner or occupier of a section shall allow any child to make noise in the immediate vicinity of any section. Children are to be requested to keep the noise levels as low as possible.
- 17.4.2 Children may not play in the roads, driveways or at the entrance of the gate or surrounding gate area. Parents will be responsible for the full account of any repairs undertaken when children in any way damage property, whether this is private or the complex common property. Children must be encouraged to not play near or around any parked vehicles so as to prevent any possible damage to private property.
- 17.4.3 Designated play areas have been identified throughout the complex and may change as per the discretion of the Trustees.
- 17.4.4 The comfort of all residents must be respected, and failure to comply with any of the above regulations shall result in a penalty per occurrence.

18. OWNER RESPONSIBLE

- 18.1 The registered owner of a section shall be responsible for the conduct of all occupants of



their section, their family, employees, guests and service providers. The registered owner shall provide occupants with the rules of the scheme and shall ensure compliance with the rules at all times. Should the rules be transgressed, the Body Corporate shall take action against the owner, who shall be responsible for all costs and damages associated with same.

19. STAFF AND EMPLOYEES

19.1 Employment

- 19.1.1 The members of staff that are required by the Body Corporate to maintain the premises shall be employed and dismissed by the Trustees only, at their own discretion.
- 19.1.2 No owner or occupier of any section, other than a person/s empowered by the Trustees to do so, shall instruct the staff (gardeners, security, cleaning, etc.) to do any work in the exclusive use area/s and / or common property, or to run errands or to do private work during normal working hours, except in a case of emergency.
- 19.1.3 All members of staff employed by the Body Corporate are employed to perform tasks pertaining to the running and upkeep of the complex; they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

19.2 Complaints

- 19.2.1 An owner or occupier who has a complaint about any member of staff is to report it in writing to the Trustees, and is not to reprimand any member of staff or person in any way.

19.3 Domestic Employees

- 19.3.1 Any owner or occupier of a section who has a domestic employee is to make sure that the employee knows and understands the conduct rules and adheres to them at all times. The employee is the owner or occupier's responsibility at all times.

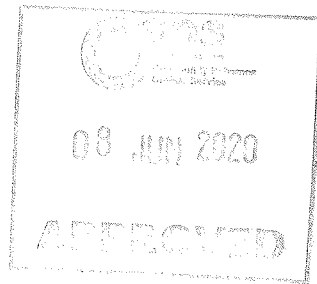
20. VISITORS

- 20.1 Any owner or occupier of a section who receives visitors or guests is to make sure that their visitors comply with these conduct rules at all times. The owner and/or occupier is responsible for the actions of all their visitors at all times.

21. LETTING OF UNITS

21.1 Notification

- 21.1.1 Should any owner let their Unit, they shall advise the Managing Agent in writing prior to occupation by the occupier, of the name and contact details of the occupier and the period of the lease and provide the Trustees with a copy of the lease agreement.



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21.2 Rules

- 21.2.1 The owner shall provide the lessee with a hard copy of all conduct rules and other rules as an addendum to the lease agreement. The owner shall ensure that the lease agreement causes to bind the lessee to the said Rules. The registered owner will become liable for any contravention of the conduct rules by the occupier, visitor or employee.

21.3 Obligation

- 21.3.1 No letting or parting with occupation shall in any way release the owner from any of their obligations to the Body Corporate, in terms of the rules and / or in terms of the Sectional Titles Act 95 of 1986, or Sectional Titles Schemes Management Act 8 of 2011, as amended.

21.4 Short term letting

- 21.4.1 The Owner acknowledges that no Short-Term Letting will be allowed within the complex.
- 21.4.2 The Short- Term Letting of a unit will be subject to such terms, conditions and/or regulations as may be imposed by the Developer and the trustees, from time to time should the Developer and trustees elect to allow Short-Term Letting.
- 21.4.3 Notwithstanding any other rule contained herein, any owner that contravenes this section shall be liable for a penalty equal to double the monthly levy.
- 21.4.4 The Trustees further reserve the right to not issue any access codes to an Owner, in addition to the levy penalty.
- 21.4.5

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22. BUSINESS OR LEISURE ACTIVITIES

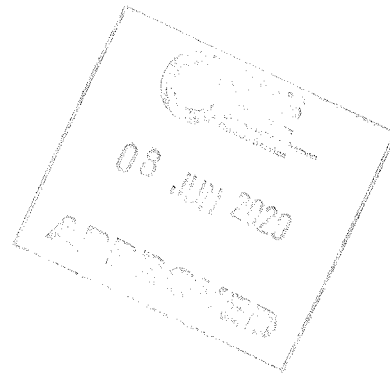
22.1 Sales

- 22.1.1 No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the Trustees.

22.2 Advertisements

- 22.2.1 Notwithstanding clause 22.1, units that go on show may for the day of the show house only have the minimum number of pointer boards required to point out the unit on show. The "for sale" sign herein referred to may only be erected at 10h00 and must be removed by 17h00. The sign may be placed on the show day at the entrance of the gate and may not obscure any person's vision or path.

23. COMPLAINTS



- 23.1 Should an owner or occupier have a complaint of whatever nature, this should be directed to the Trustees in writing. No verbal complaints will be entertained.

24. FACILITIES

24.1 **Swimming Pool and Pool Area**

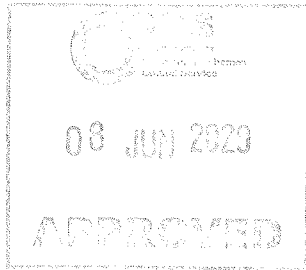
- 24.1.1 Only proper swimwear may be worn when swimming or training.
- 24.1.2 No pets or animals are permitted in the pool area.
- 24.1.3 No alcoholic beverages or glass containers are allowed in the pool area.
- 24.1.4 The resident who will be responsible for the behaviour of their visitors must accompany residents' visitors using the facility.
- 24.1.5 All persons using the pool area are to keep it in a clean and tidy condition and all refuse must be removed from the area after use.
- 24.1.6 Any Trustee shall have the right in his / her own discretion to demand that anyone using the pool area in an unacceptable manner shall leave and such persons shall comply therewith immediately.
- 24.1.7 Noise levels must be kept down as there are units in close proximity to the recreation area / pool area. All noise must cease by 22h00 on Sundays to Thursdays and by 24h00 on Fridays and Saturdays. Furthermore, any noise prior to these times must not be so loud as to disturb other residents.
- 24.1.8 The pool area remains accessible to all residents.
- 24.1.9 No children under the age of 12 (twelve) years old are permitted to enter and/or utilize the pool area unless accompanied by a supervising adult.
- 24.1.10 No jumping into the swimming pool is permitted.
- 24.1.11 The Trustees reserve their rights to order the removal of any unattended children making use of the swimming pool area that are not adequately behaving and/or not adhering to an acceptable noise level.
- 24.1.12 The Trustees absolve themselves from any responsibility concerning the use of the pool area.
- 24.1.13 Swimming in the swimming pool is at your own risk.

24.2 **Function room/s**

- 24.2.1 The function room may be used by owners and occupiers only.
- 24.2.2 The function room must be booked 48 (forty eight) hours in advance through the Restaurant in writing.

24.3 **Restaurant**

- 24.3.1 No external functions for third parties will be allowed other than for owners, occupiers, or the Developer (including their representatives), without the prior written consent of the Trustees.
- 24.3.2 Operating hours are 07h00 – 00h00, or any period therein. The Restaurant Operator shall be entitled to commence service later or close the Restaurant earlier depending on demand.
- 24.3.3 Alcohol shall be served responsibly and the Restaurant Operator will ensure that alcohol



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is not served to:

- 24.3.3.1 under aged patrons (younger than 18 (eighteen) years); and/or
- 24.3.3.2 patrons who clearly appear to be over the legal alcohol limit;
- 24.3.4 Deliveries of take-aways are permitted however ought to be monitored to ensure that same do not cause a nuisance to the owners and occupiers.
- 24.3.5 All delivery vehicles, which shall be owned by the Restaurant Operator, may only be operated by a person with a valid driver's license and the speed limits are to be adhered to (the execution of the provisions hereof shall in any event be subject to an agreement to be concluded between the parties and with specific reference to the terms which shall be applicable in respect of deliveries in general).
- 24.3.6 The music which may be played in the Restaurant shall in no way cause a nuisance to any owner and/or occupier.
- 24.3.7 No music to be played in the outside area.
- 24.3.8 No live entertainment to be provided in the outside area without the prior written consent of the Trustees.
- 24.3.9 For the sake of clarity, the Restaurant Operator is not responsible for any entertainment arranged by an owner or occupier.
- 24.3.10 The Restaurant Operator should at all times ensure that the operation of the Restaurant is in keeping with the fact that the Restaurant is situated within a private residential complex.

24.4 Outdoor Gym

- 24.4.1 The Body Corporate has created these Outdoor Gym Rules in the interests of everyone's safety, security and overall health. The purpose of this clause is to set out the guidelines for use of the stationary equipment.
- 24.4.2 All owners, residents and guests must comply with these rules. If owners, residents or guests do not comply, the Trustees reserve the right to ask the owner, resident or guest to leave the outdoor gym area, and/or suspend access for specific periods and/or permanently revoke access to the outdoor gym and equipment.
- 24.4.3 General outdoor gym use
 - 24.4.3.1 No firearms or other weapons are permitted on the outdoor gym premises.
 - 24.4.3.2 No pets (other than guide dogs) are allowed in the outdoor gym area.
 - 24.4.3.3 Owners, residents and guests may not sell and/or market any product or service to other owners, residents or guests whilst on the premises of the outdoor gym.
 - 24.4.3.4 No photographs or videos may be taken. Respect other patrons.
 - 24.4.3.5 Children under the age of 16 (sixteen) years should be supervised by an adult member at all times.
 - 24.4.3.6 No personal trainers will be present or provided.
- 24.4.4 Indemnity
 - 24.4.4.1 Each user of the outdoor gym and/or the stationary equipment does so entirely at his/her own risk and agrees (as a condition of such use) to indemnify, hold harmless and absolve the developer, body corporate and/or trustees against and from any or all claims whatsoever which may arise in connection with, or as a result of, any loss or damage to property and/or any person (including death)



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during the course of or as a consequence of the user's visit to the outdoor gym and/or use of the stationary equipment.

24.4.5 Visitors/Guests

24.4.5.1 The Outdoor Gym Rules apply to guests of owners and occupiers.

24.4.5.2 Owners and occupiers must accompany guests at all times. Owners and occupiers are responsible for the conduct of their guests and must ensure that they follow the Rules.

24.4.6 Behavior and dress code

24.4.6.1 No alcohol or drugs are allowed to be consumed on the outdoor gym premises and Owners and occupiers may not make use of the outdoor gym or stationary equipment whilst under the influence of alcohol, drugs or performance-enhancing drugs.

24.4.6.2 Owners, residents and guests may not use foul, loud or abusive language and members may not physically or sexually abuse or harass other members, residents, guests, visitors, tenants or members of staff.

24.4.6.3 Owners will be fully liable for any damage caused by residents, their dependents and their guests while making use of the outdoor gym.

24.4.6.4 Suitable and appropriate gym wear must be worn at all times while exercising. T-shirts/vests (no bare chests) and footwear must be worn at all times.

24.4.7 Equipment

24.4.7.1 Please read these rules carefully and observe them. Please be gentle and to avoid injury, handle the stationary equipment with care and only in the manner intended.

24.4.7.2 Please use the stationary equipment for its intended purpose and follow the instructions provided.

24.4.7.3 Please inspect the stationary equipment before use and do not use if it appears damaged and/or inoperable or any component appears to be missing, worn and/or damaged. We need to know, so please report to the estate manager.

24.4.7.4 No food or drinks are allowed on the outdoor gym premises, with the exception of plastic water bottles and sports drinks.

24.4.7.5 Please use a sweat towel at all times and wipe down the stationary equipment after use.

24.4.8 Safety

24.4.8.1 Please follow the health and safety rules of the outdoor gym and the notices displayed throughout the outdoor gym.

24.4.8.2 Please report all injuries/incidents and/or any hazards to the estate manager.

24.4.9 Other

24.4.9.1 Complaints should be addressed to the estate manager in writing via email.

24.4.9.2 Any incident which occurs must be reported immediately to the estate manager.



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- 24.4.9.3 Any warning or suspension must be communicated in writing to the owner or resident by the estate manager. A signed acknowledgement must be filed thereafter.
- 24.4.9.4 Owners and/or residents will be entitled to apply to the trustees for their consent in respect of the use of the outdoor gym and matters incidental thereto which are not provided for herein, which consent will not unreasonably be withheld by the trustees.

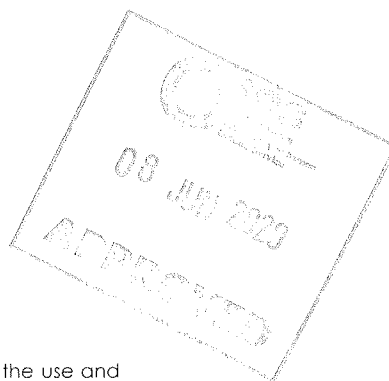
24.5 Designated Play Areas

- 24.5.1 No pets or animals are permitted in the designated play areas for children.
- 24.5.2 Use of the play areas and equipment therein is used at own risk. The Trustees and Managing Agent absolve themselves from any responsibility concerning harm, injury and/or theft which may occur whilst making use of the play areas.
- 24.5.3 Organised children's parties must be booked through the estate manager at least 2 weeks in advance. The play areas are not exclusively booked and residents may use the facilities at their leisure.
- 24.5.4 No alcoholic beverages or glass containers are permitted within the designated play areas.
- 24.5.5 Any damage caused to the play apparatus, whether incurred by a resident or visitor of a resident, will be for the account of the resident and will be charged to the owner's levy account.
- 24.5.6 Residents' and visitors' children using the play areas are to keep it in a clean condition and all refuse is to be removed from the area after use.
- 24.5.7 Any Trustee shall have the right, in his/her own discretion, to demand that anyone using the play area in what he/she may determine is an unacceptable manner, leave the play area, and such person/s shall comply therewith immediately.
- 24.5.8 General use of the play areas is recommended to be between sunrise and sunset, taking the surrounding neighbours into consideration.
- 24.5.9 Noise levels as indicated in clause 17.1 must be strictly adhered to as there are units in close proximity to the play area.
- 24.5.10 No loud music may be played.

24.6 Functions

- 24.6.1 Currently the complex has facilities for functions or gatherings on the common property around the Lifestyle Centre. All functions are limited to a maximum number of 10 (ten) people per function in the applicable area/s. No more than 10 (ten) visitor vehicles for any particular function will be allowed access into the complex.
- 24.6.2 Functions with a larger number of people are not allowed without prior written permission from the Trustees. A guest list for the function must be supplied to the Trustees a minimum of 3 (three) business days prior to the function, to enable the monitoring of access into the complex.
- 24.6.3 The times to be adhered to are no later than 22h00 on a Sunday to Thursday and no later than 24h00 on a Friday and Saturday. No functions should start earlier than 09h00 in the morning.

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24.6.4 It must be noted that the pool area, lounge area and games room is for the use and enjoyment of all residents and their guests, and private functions in such areas cannot restrict access to other residents.

24.6.5 The following procedures are to be followed for booking the pool area:

24.6.5.1 Owners or occupiers need to approach the Trustees a minimum of 7 (seven) days in advance to make a booking for the function.

24.6.5.2 A deposit paid in cash, and as determined from time to time by the Trustees, will be required on the day of booking.

24.6.5.3 The deposit will be refunded to the resident only once it is confirmed that no damages have been caused or that no transgressions of the Conduct Rules has occurred. Should the deposit be retained, the funds will be received by the Body Corporate for any future upgrades. However, should any damages exceed the amount retained; the resident will remain liable for all repair and replacement costs.

24.6.5.4 The owner or occupier will be responsible for tidying the facility and surrounding pool area of any debris or litter, immediately after their function. Alternative arrangements to clear the relevant areas abovementioned before 08h30 the following morning may be made, and at the discretion of the Trustees.

24.6.5.5 The facility remains open to all residents at all times.

24.7 Lifestyle Centre

24.7.1 Other than food consumed at the Restaurant or ordered from the Restaurant, the owners or occupiers will not be allowed to consume any food and/or drinks in the Lifestyle Centre including, but is not limited to, the ordering and delivery of food by take-away delivery companies (like for example UberEats or Mr. Delivery) to the Lifestyle Centre.

24.7.2 The owners or occupiers will not engage in any activities of a contentious nature and/or which is reprehensible and/or offensive to any other owner or occupier.

25. PRIVATE PARTIES

25.1 Owners and occupiers must inform their direct neighbours of their intention to host a private party in their section which is likely to generate noise, loud music and traffic congestion.

25.2 Times are restricted to 22h00 on weekdays being Monday to Thursday, 24h00 on Fridays and Saturdays and 20h00 on Sundays. These time frames apply to public holidays regardless of the day of the week on which the public holiday falls.

26. AESTHETICS

26.1 **Category 1** – major breaches: these may include:

26.1.1 Boundary walls, fences and hedges.

26.1.2 Exterior paint colours of the section, buildings and walls.

26.1.3 Interfering in the park/green belt and common areas of the complex.



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26.1.4 Paving and driveways.

26.2 **Category 2** – minor breaches: these may include:

26.2.1 TV aerials, air conditioners, trunking.

26.2.2 Section numbers.

26.2.3 Building rubble.

26.2.4 Screens.

26.2.5 Lack of maintenance.

26.3 **Penalty Levies, Conduct Transgression Levies and Application.**

26.3.1 In all instances where the owner or occupier has breached the guidelines, the owner will be notified in writing and given 30 (thirty) days to remedy the situation. The owner may make representation in writing to request clarification or to dispute the breach. If the breach is not rectified within one month of notification then the appropriate penalty will be added to their levy account and backdated to the date of notification.

27. TRUSTEES' DECISION IS BINDING

27.1 In respect of the interpretation of these rules, and all decisions to enforce these rules, the Trustees' decision shall be binding on owners and occupiers. Any dispute arising out of any interpretation or enforcement of these rules may be referred to the Community Schemes Ombud in terms of the CSOS.

27.2 An owner or occupier of a section, who contravenes any conduct rule, shall be liable to Penalty Levies and/or Conduct Transgression Levies (in terms of Clause 32).

27.3 If as a result of a breach of any of these conduct rules by any owner or occupier, the Trustees instruct an attorney, the defaulting owner or occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the Trustees as a result thereof.

27.4 The Trustees have been elected by the owners to fulfill a duty. Any interference in this regard or any threats made to and / or any damage to the Trustees person or property will result in legal action.

28. WRITTEN PERMISSION

28.1 Written permission by the Trustees shall only be valid if signed by any 2 (two) Trustees.

29. BREACH OF THE SCHEME'S RULES OR PROVISIONS OF THE ACT

29.1 If the conduct of an owner or an occupier of a section or his or her visitors in the opinion of the Trustees constitutes:

29.1.1 a nuisance, or

29.1.2 a breach of any duty of the owner under section 13 of the Management Act, or



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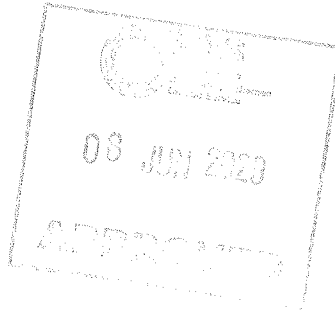
- 29.1.3 a breach of any of the duties of owners and occupiers of sections contained in prescribed management rules 3, 30 to 31 (inclusive), or a breach of any of the conduct rules,

the Trustees may furnish the owner or occupier with a written notice which may in the discretion of the Trustees be delivered by hand, email or registered post. In the notice the particular conduct which constitutes a nuisance must be described or the provision which has allegedly been contravened must be clearly indicated, together with the date of the transgression (if applicable), and the recipient must be warned that if he or she persists in such conduct or contravention, a Penalty Levy or Conduct Transgression Levy will be imposed on the owner of the section.

- 29.2 If the owner or occupier nevertheless persists in that particular conduct or in the contravention of that particular rule or section of the Management Act, the Trustees may convene a meeting of Trustees to discuss the matter.
- 29.3 A written notice by which the alleged offender (whether owner or occupier), is informed of the purpose of the meeting and invited to attend, must be sent to the owner or occupier at least 7 (seven) days before the meeting is held. At the meeting the owner or occupier must be given the opportunity to present his or her case, but except in so far as he or she is permitted by the Chairperson, he or she may not participate in the conduct of the meeting.
- 29.4 After the owner or occupier has been given the opportunity to present his or her case, and if 75% (seventy five percent) of the Trustees present at the meeting agree that a provision of the scheme rules or the Management Act has been breached, the Trustees may by majority decision impose on the offender a Penalty Levy and/or Conduct Transgression Levy in accordance with the Schedule of Penalty Levies and Conduct Transgression Levies as set out in Annexure D. The monetary amount of the Penalty Levies and Conduct Transgression Levies in terms of this rule shall, at the request of any owner, be reviewed at any annual general meeting and may be amended by majority vote.
- 29.5 A Trustee shall not be entitled to participate at the meeting referred to in the above clause in that capacity if she or he or any person who occupies the section which she or he owns or represents is the alleged offender.
- 29.6 Any Penalty Levies and Conduct Transgression Levies imposed in terms of this clause may, if it is not paid by the offender within 14 (fourteen) days after the offender has been notified of the imposition of the Penalty Levies and Conduct Transgression Levies, be added to the levies which an owner is obliged to pay in terms of section 3(1) of the Management Act and claimed by the Trustees as part of the monthly installments payable by the owner.

30. LOAN FACILITY

- 30.1 The trustees are authorised to borrow funds against the security of levy debtors, to ensure the timeous payment by the Body Corporate of all invoices received from municipalities, local authorities and other service providers. Such a loan facility shall never exceed in



value the total amount owed by levy debtors at any point in time. Should the trustees deem it necessary to loan any amount in excess of the levy debtors, whether in the form of a term loan or overdraft facility, same must be approved by a special resolution of owners, which resolution shall clearly state the maximum amount which may be loaned, as well as the time frame over which the loan shall be repaid.

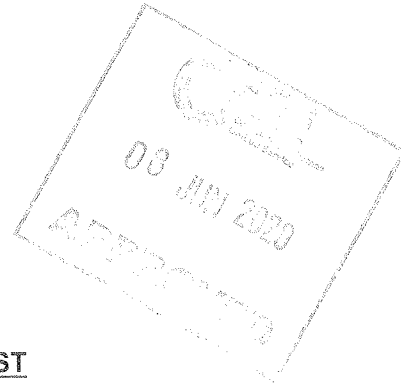
31. INDEMNITY

- 31.1 The owner or occupier of a section, their family, employees, guests and service providers shall indemnify, defend and hold harmless the Trustees of the Body Corporate, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected Trustees of this Body Corporate shall under no circumstances be held personally liable whilst performing their duties as Trustees unless found to be grossly negligent.

32. SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES

- 32.1 The Schedule of Penalty Levies and Conduct Transgression Levies is attached hereto marked "D" and may be updated from time to time by the Trustees when deemed necessary.

13 February 2020 (REV B)



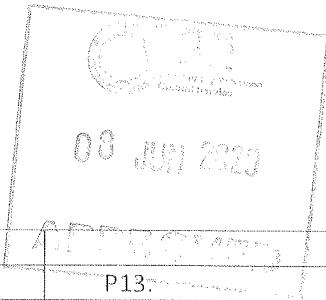
PARKING RESERVATION LIST

PROJECT: GREENPARK 1

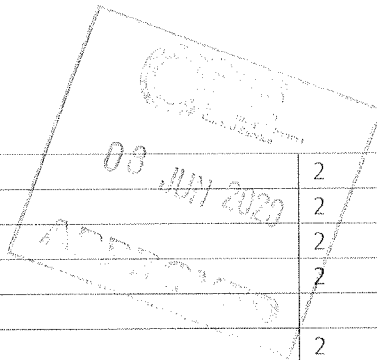
ADDRESS: CNR SETT STREET &, PRETORIA RD, WITFIELD, BOKSBURG, 1459

NUMBER OF UNITS: 684

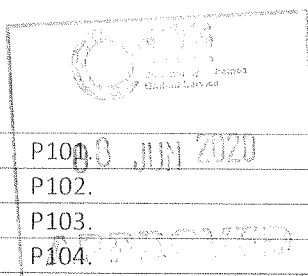
UNIT NUMBER	PARKING NUMBER	AMOUNT OF BAYS
BLOCK 1		
1.	P1.	2
2.	P2.	2
3.	P3.	2
4.	P4.	2
5.	P5.	2
6.	P6.	2
7.	P7.	2
8.	P8.	2
9.	P9.	2
10.	P10.	2
11.	P11.	2
12.	P12.	2



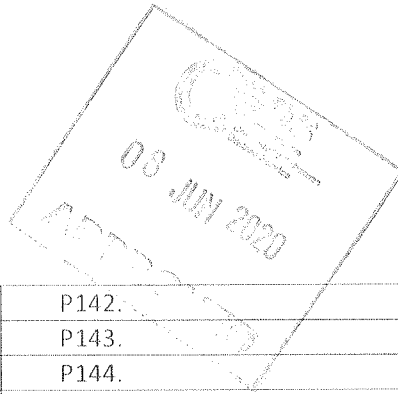
BLOCK 2		
13.	P13.	2
14.	P14.	2
15.	P15.	2
16.	P16.	2
17.	P17.	2
18.	P18.	2
19.	P19.	2
20.	P20.	2
21.	P21.	2
22.	P22.	2
23.	P23.	2
24.	P24.	2
BLOCK 3		
25.	P25.	2
26.	P26.	2
27.	P27.	2
28.	P28.	2
29.	P29.	2
30.	P30.	2
31.	P31.	2
32.	P32.	2
33.	P33.	2
34.	P34.	2
35.	P35.	2
36.	P36.	2
BLOCK 4		
37.	P37.	2
38.	P38.	2
39.	P39.	2
40.	P40.	2
41.	P41.	2
42.	P42.	2
43.	P43.	2
44.	P44.	2
45.	P45.	2
46.	P46.	2
47.	P47.	2
48.	P48.	2
BLOCK 5		
49.	P49.	2
50.	P50.	2
51.	P51.	2
52.	P52.	2
53.	P53.	2
54.	P54.	2
55.	P55.	2
56.	P56.	2



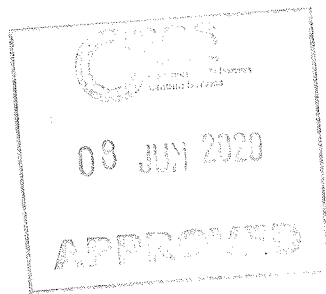
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59.	P59.	2
60.	P60.	2
BLOCK 6		
61.	P61.	2
62.	P62.	2
63.	P63.	2
64.	P64.	2
65.	P65.	2
66.	P66.	2
67.	P67.	2
68.	P68.	2
69.	P69.	2
70.	P70.	2
71.	P71.	2
72.	P72.	2
BLOCK 7		
73.	P73.	2
74.	P74.	2
75.	P75.	2
76.	P76.	2
77.	P77.	2
78.	P78.	2
79.	P79.	2
80.	P80.	2
81.	P81.	2
82.	P82.	2
83.	P83.	2
84.	P84.	2
BLOCK 8		
85.	P85.	1
86.	P86.	1
87.	P87.	1
88.	P88.	1
89.	P89.	1
90.	P90.	1
91.	P91.	1
92.	P92.	1
93.	P93.	1
94.	P94.	1
95.	P95.	1
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BLOCK 9		
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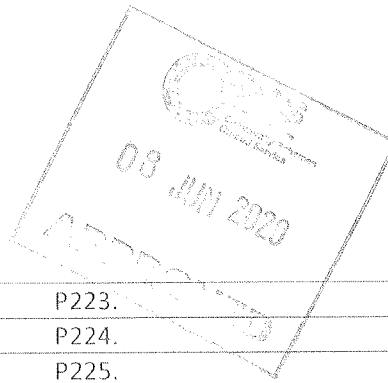
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BLOCK 10		
109.	P109.	1
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111.	P111.	1
112.	P112.	1
113.	P113.	1
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119.	P119.	1
120.	P120.	1
BLOCK 11		
121.	P121.	1
122.	P122.	1
123.	P123.	1
124.	P124.	1
125.	P125.	1
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BLOCK 12		
133.	P133.	1
134.	P134.	1
135.	P135.	1
136.	P136.	1
137.	P137.	1
138.	P138.	1
139.	P139.	1
140.	P140.	1
141.	P141.	1



142.	P142.	1
143.	P143.	1
144.	P144.	1
BLOCK 13		
145.	P145.	1
146.	P146.	1
147.	P147.	1
148.	P148.	1
149.	P149.	1
150.	P150.	1
151.	P151.	1
152.	P152.	1
153.	P153.	1
154.	P154.	1
155.	P155.	1
156.	P156.	1
BLOCK 14		
157.	P157.	1
158.	P158.	1
159.	P159.	1
160.	P160.	1
161.	P161.	1
162.	P162.	1
163.	P163.	1
164.	P164.	1
165.	P165.	1
166.	P166.	1
167.	P167.	1
168.	P168.	1
BLOCK 15		
169.	P169.	1
170.	P170.	1
171.	P171.	1
172.	P172.	1
173.	P173.	1
174.	P174.	1
175.	P175.	1
176.	P176.	1
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BLOCK 16		
181.	P181.	1



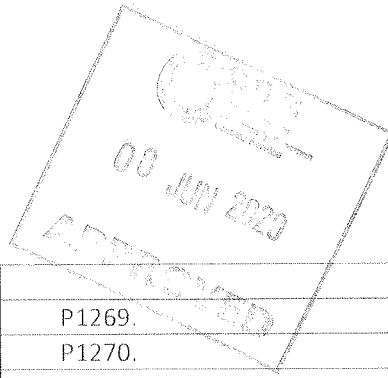
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191.	P191.	1
192.	P192.	1
BLOCK 17		
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194.	P194.	2
195.	P195.	2
196.	P196.	2
197.	P197.	2
198.	P198.	2
199.	P199.	2
200.	P200.	2
201.	P201.	2
202.	P202.	2
203.	P203.	2
204.	P204.	2
BLOCK 18		
205.	P205.	2
206.	P206.	2
207.	P207.	2
208.	P208.	2
209.	P209.	2
210.	P210.	2
211.	P211.	2
212.	P212.	2
213.	P213.	2
214.	P214.	2
215.	P215.	2
216.	P216.	2
BLOCK 19		
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222.	P222.	2



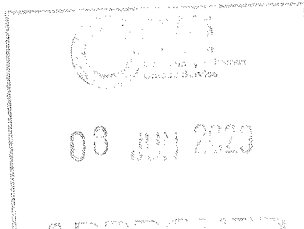
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228.	P228.	2
BLOCK 20		
229.	P229.	2
230.	P230.	2
231.	P231.	2
232.	P232.	2
233.	P233.	2
234.	P234.	2
235.	P235.	2
236.	P236.	2
237.	P237.	2
238.	P238.	2
239.	P239.	2
240.	P240.	2
BLOCK 21		
241.	P241.	1
242.	P242.	1
243.	P243.	1
244.	P244.	1
245.	P245.	1
246.	P246.	1
247.	P247.	1
248.	P248.	1
249.	P249.	1
250.	P250.	1
251.	P251.	1
252.	P252.	1
253.	P253.	1
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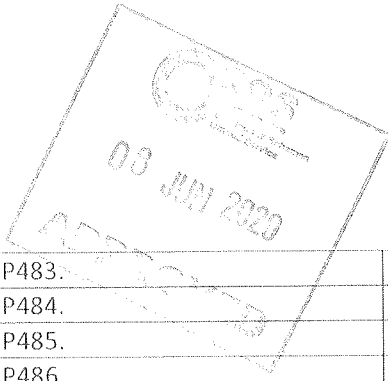
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271.	P271.	1
272.	P272.	1
BLOCK 25		
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1234.	P1234.	1
1235.	P1235.	1
1236.	P1236.	2
1237.	P1237.	2
1238.	P1238.	2
1239.	P1239.	2
1240.	P1240.	2
1241.	P1241.	2
1242.	P1242.	1
1243.	P1243.	1
1244.	P1244.	2
1245.	P1245.	2
1246.	P1246.	2
1247.	P1247.	2
1248.	P1248.	2
1249.	P1249.	1
1250.	P1250.	1
1251.	P1251.	1
1252.	P1252.	1
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1254.	P1254.	1
1255.	P1255.	2
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1257.	P1257.	2
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1262.	P1262.	1
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1265.	P1265.	2
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1267.	P1267.	2
1268.	P1268.	2



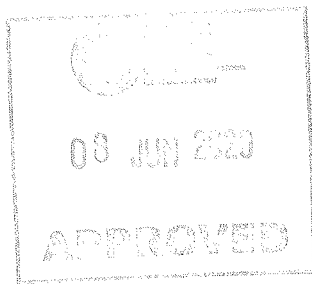
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1274.	P1274.	2
1275.	P1275.	2
1276.	P1276.	2
1277.	P1277.	2
1278.	P1278.	1
1279.	P1279.	1
1280.	P1280.	2
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1283.	P1283.	2
1284.	P1284.	2
1285.	P1285.	1
1286.	P1286.	1
1287.	P1287.	1
1288.	P1288.	1
1289.	P1289.	1
1290.	P1290.	1
1291.	P1291.	2
1292.	P1292.	2
1293.	P1293.	2
1294.	P1294.	2
1295.	P1295.	1
1296.	P1296.	1
1297.	P1297.	1
1298.	P1298.	1
1299.	P1299.	1
1300.	P1300.	1
1301.	P1301.	2
1302.	P1302.	2
1303.	P1303.	2
1304.	P1304.	2
BLOCK 27		
1305.	P1305.	2
1306.	P1306.	1
1307.	P1307.	1
1308.	P1308.	2
1309.	P1309.	2
1310.	P1310.	2
1311.	P1311.	2
1312.	P1312.	2
1313.	P1313.	2



1314.	P1314.	1
1315.	P1315.	1
1316.	P1316.	2
1317.	P1317.	2
1318.	P1318.	2
1319.	P1319.	2
1320.	P1320.	2
1321.	P1321.	1
1322.	P1322.	1
1323.	P1323.	1
1324.	P1324.	1
1325.	P1325.	1
1326.	P1326.	1
1327.	P1327.	2
1328.	P1328.	2
1329.	P1329.	2
1330.	P1330.	2
1331.	P1331.	1
1332.	P1332.	1
1333.	P1333.	1
1334.	P1334.	1
1335.	P1335.	1
1336.	P1336.	1
1337.	P1337.	2
1338.	P1338.	2
1339.	P1339.	2
1340.	P1340.	2
BLOCK 28		
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467.	P467.	2
468.	P468.	2
469.	P469.	2
470.	P470.	2
471.	P471.	2
472.	P472.	2
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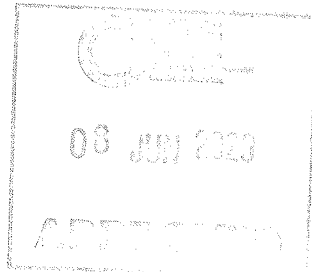
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496.	P496.	2
BLOCK 29		
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500.	P500.	2
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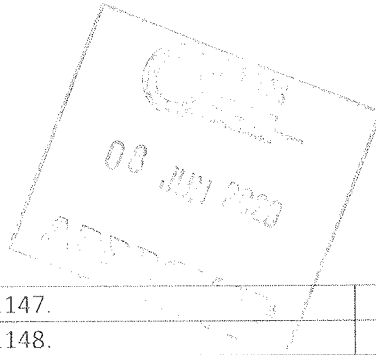
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1226.	P1226.	1
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1228.	P1228.	1
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1230.	P1230.	2
1231.	P1231.	2
1232.	P1232.	2
BLOCK 31		
1161.	P1161.	2
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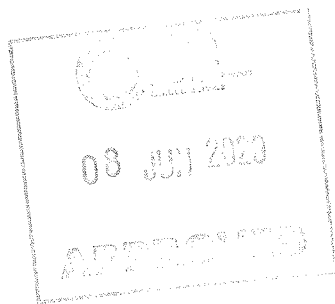
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1189.	P1189.	1
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1192.	P1192.	1
1193.	P1193.	2
1194.	P1194.	2
1195.	P1195.	2
1196.	P1196.	2
BLOCK 32		
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1097.	P1097.	2
1098.	P1098.	1
1099.	P1099.	1
1100.	P1100.	2
1101.	P1101.	2
1102.	P1102.	2



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1109.	P1109.	1
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1124.	P1124.	2
BLOCK 33		
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BLOCK 34		
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686.	P686.	2




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688.	P688.	2
BLOCK 35		
689.	P689.	2
690.	P690.	2
691.	P691.	2
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693.	P693.	2
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697.	P697.	2
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699.	P699.	2
700.	P700.	2
701.	P701.	2
702.	P702.	2
703.	P703.	2
704.	P704.	2
705.	P705.	2
706.	P706.	2
707.	P707.	2
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713.	P713.	2
714.	P714.	2
715.	P715.	2
716.	P716.	2
717.	P717.	2
718.	P718.	2
719.	P719.	2
720.	P720.	2
BLOCK 36		
721.	P721.	2
722.	P722.	2
723.	P723.	2
724.	P724.	2
725.	P725.	2
726.	P726.	2
727.	P727.	2
728.	P728.	2
729.	P729.	2
730.	P730.	2

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731.	P731.	2
732.	P732.	2
733.	P733.	2
734.	P734.	2
735.	P735.	2
736.	P736.	2
BLOCK 37		
737.	P737.	2
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739.	P739.	2
740.	P740.	2
741.	P741.	2
742.	P742.	2
743.	P743.	2
744.	P744.	2
745.	P745.	2
746.	P746.	2
747.	P747.	2
748.	P748.	2
749.	P749.	2
750.	P750.	2
751.	P751.	2
752.	P752.	2


 08 JUN 2020
 A. [unclear]

1.3. VEHICLES

Paragraph reference	Offence	Penalty Value
6. Vehicles and Conduct (excluding 6.6, 6.12, 6.13 and 6.14 below)	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
6.6 Speed limit	21 to 39km/h	Warning
	40 to 49km/h	Penalty of R500
	50 to 54km/h	Penalty of R700
	55 and above	Penalty equal to double the previous penalty imposed
6.12. Intersections	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed
6.13. Golf carts	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
6.14. Storage of golf carts	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed

1.4. APPEARANCE FROM THE OUTSIDE: STORAGE, AND LAUNDRY

Paragraph reference	Offence	Penalty Value
10.6 Storage 13. Laundry	First offence	Written warning
	Second offence	Penalty levy of R500
	Subsequent offences	Double the last imposed penalty

1.5. MAINTENANCE & LANDSCAPING

Paragraph reference	Offence	Penalty Value
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SCHEDULE OF PENALTY LEVIES AND CONDUCT TRANSGRESSION LEVIES

1.1. SECURITY

Paragraph reference	Offence	Penalty Value
3.2 Employees of Members and Residents	First offence	Warning
	Second offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
3.3 Family, guests and service providers	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
3.4 Building Contractors	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed
3.8 General compliance with all security measures	First offence	Warning
	Second offence	Penalty of R500.00
	Repeat offences	Penalty equal to double the previous penalty imposed

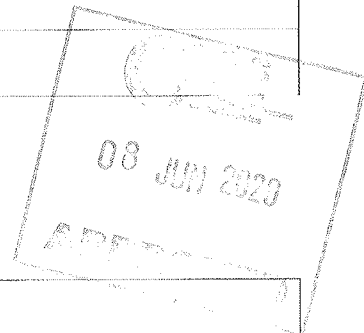
1.2. PETS

Paragraph reference	Offence	Penalty Value
4. Pets	First offence	Written warning
	Second offence	Penalty of R500
	Subsequent offences	Double the last imposed penalty

15.4 Flora on common property	First Offence	Cost of repair and rehabilitation + 15% of the total cost as a penalty with a minimum of R500 and a maximum of R1500 to be levied to the owners account
	Repeat Offences	Cost of repair and rehabilitation + 15% of the total cost as a penalty with a minimum of R1500 and a maximum of R5000 to be levied to the owners account
15.8 Dumping of garden refuse	Dumping on common property	R5000.00 spot fine
	Dumping in a park/green belt	R10000.00 spot fine
	Dumping in a wetland	R10000.00 spot fine
	Repeat offences	R10000.00 spot fine
	Dumping on common property	R20000.00 spot fine
	Dumping in a park/green belt	R20000.00 spot fine
	Dumping in a wetland	R20000.00 spot fine

1.6. STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACT, NOISE AND NUISANCE

Paragraph reference	Offence	Penalty Value
17.1 – 17.4	Per offence	Penalty of R500.00
14.6 Fire Crackers	Per Offence	Penalty of R2500.00



1.7. FACILITIES

Paragraph reference	Offence	Penalty Value
24.1 Swimming Pool and Pool Area	First offence	Warning
	Second and subsequent offences	R500.00 penalty

24.2 Function/Board Rooms	First offence	R500.00 penalty
24.4 Gym	First offence	Warning
	Second Offence	Penalty of R500
	Repeat offences	Penalty equal to double the previous penalty imposed
24.5. Designated Play Areas	First offence	R500.00 penalty

1.8. PRIVATE HOUSE PARTIES

Paragraph reference	Offence	Penalty Value
25. Private Parties	First Offence	Penalty of R2500.00
	Subsequent offences	Penalty equal to double the previous penalty imposed

1.9. AESTHETICS

Paragraph reference	Offence	Penalty Value
26.1 Major breaches	First Notice	90 days' notice to comply and thereafter R500 per month until compliance is achieved
26.2 Minor breaches	First Notice	90 days' notice to comply and thereafter R2500 per month until compliance is achieved

