



Otto Krause Inc.

ATTORNEYS / CONVEYANCERS

Reg. No. 2002/003193/21

VAT No. 4830194967

BEE LEVEL 4 (S10206)

Ons Verw:

Our Ref: RM WOODROW/MAT11701

U Verw:

Your Ref: SUE ELS

Datum:

Date: 2013-06-10

PORTFOLIO MANAGER

STATUS MARK

HOLE-IN-ONE STREET

RUIMSIG

ATTENTION: SUE ELS

BY HAND

Dear Madam,

RE: LODGEMENT OF AMENDED CONDUCT RULES: SANTA LUCIA BODY CORPORATE

1. We refer to the abovementioned matter.
2. We enclose a copy of the Form V with Conduct Rules annexed, the original of which we lodged at the Johannesburg Deeds Office on the 5th June 2013 as appears from the Registrar's rubber stamp on the face thereof.
3. We enclose our invoice in respect of our fees in this matter for your attention in due course.
4. We thank you for your instruction.

Yours faithfully,

OTTO KRAUSE INC.

PER. RM WOODROW

ROODEPOORT

Unit C9, Clearview Office Park,
77 Wilhelmina Ave, Cnr Christiaan De Wet Str.,
Allensnek, ROODEPOORT
Tel: (011) 675-2881 Fax: (011) 675-2899
P O Box 8276, WESTGATE, 1734
DOCEX 61, Johannesburg
LODGEMENT NO (JHB) 1171
e-mail : info@ottokrause.co.za
www.ottokrause.co.za

SANDTON

Office N101, Thrupps Illovo Centre
204 Oxford Road
Illovo
Sandton
Tel: (011) 268-2664/84 Fax: (086) 5255452
P O Box 8276, WESTGATE, 1734
DOCEX 61, Johannesburg
LODGEMENT NO (JHB) 1171
e-mail : carne@ottokrause.co.za
www.ottokrause.co.za

CAPE TOWN

3rd Floor, Block 2, Waterfront Terraces,
Tyger Waterfront, Carl Cronje Drive,
TYGERVALLEY, 7536
Tel: (021) 914-8085 Fax: 086 527 4970
P O Box 1038, Cape Gate Centre,
BRACKENFELL, 7562
DOCEX 159, Cape Town
e-mail : eben@ottokrause.co.za
www.ottokrause.co.za

Registrar's number of Sectional Plans:

SS SG NO. D467/2002

Registrar of Deeds: JOHANNESBURG

**NOTIFICATION UNDER SECTION 35(5) AND REGULATION 30(3) AND (4) OF THE
SECTIONAL TITLES ACT, 1986**

We, Willem Louw and Gabriel Fortuna,
the undersigned trustees of the Body Corporate of the sectional scheme known as SANTA
LUCIA situated at ERF 246 FAIRLANDS TOWNSHIP (GAUTENG) hereby give notice
that on 18 JULY 2012 the Body Corporate made the following rules, which have been
initialed by the trustees for identification, for the control and management of the scheme:

- (a) Conduct Rules in substitution of the existing Conduct rules.

The rules referred to in paragraph (a) have been made by special resolution of members
of the Body Corporate.

Postal address:

P.O. Box 21882

Helderkrans

1733

[Signature]

TRUSTEE

[Signature]

TRUSTEE

2013/05/27

DATE



SANTA LUCIA BODY CORPORATE

CONDUCT RULES

Rules approved at the SGM 18 July 2012

[Section 35 (2) (b) of the Sectional Titles Act, 1986]

Introduction

- a) The Conduct Rules, which are set out below are binding on all owners and all persons occupying any section who, in turn, are responsible for ensuring that members of their families and their tenants, invitees and domestic helpers comply with them.
- b) A happy and satisfying community living is achieved when owners and residents use and enjoy their sections and the common property in such a manner that they show respect and consideration for the rights of other persons lawfully on the property. Compliance with the Conduct Rules and general consideration by owners and residents for each person lawfully on the property will greatly assist in achieving a happy community.
- c) In the event of annoyance, aggravation or complaints between owners or occupants, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with consideration and tolerance. If, however, such problems cannot be resolved between the parties, only then should they be brought to the notice of the trustees in writing. The trustees may require that a complaint be submitted to them in the form of an affidavit before they consider it.
- d) Interpretation – In these Conduct Rules a word or expression to which a meaning has been assigned in the Sectional Titles Act 1986 and regulations bears that meaning, unless the context otherwise indicates.

Interpretation

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

- a) "Act" means the Sectional Titles Act, (Act 95 of 1986), as amended from time to time, and any regulations made and in force there under
- b) "Trustee" includes an alternative trustee
- c) "The Body Corporate" means the body corporate as determined in sections 35 to 43 of the Sectional Titles Act 1986
- d) "Section" means the unit/flat registered
- e) "Common property" means the common property as shown on the Sectional Titles plan
- f) "Owners" means the registered owners of the units, who are responsible for their families, tenants, residents, etc., that may be in the complex
- g) "Board of trustees" means the trustees appointed in terms of the Sectional Titles Act
- h) "Managing Agent" means the managing agent as appointed by the Board of Trustees from time to time to administer the affairs of the Body Corporate
- i) "Complex" means the buildings known as Santa Lucia as well as the common property
- j) "Occupier" means the person occupying any unit
- k) Words importing –
 - i) The singular number only shall include the plural, and the converse shall also apply
 - ii) The masculine gender shall include the feminine, and the neuter genders and the neuter gender shall include the masculine and feminine genders
- l) Words and expressions to which a meaning has been assigned in the Act, shall bear the meaning so assigned to them
- m) 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.



1) Animals, reptiles and birds

a) Written Permission

An owner or occupier of a section shall not, without the written consent of the trustees, which may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property. In addition to the owner/ occupier of a section obtaining written consent from the trustees to keep any animal, reptile or bird in a section or on the common property, tenants must also get the written approval from the owner for the same.

b) Conditions

The trustees may prescribe any reasonable condition for the keeping of such animal, reptile or bird.

- i) A maximum of two pets may be kept with the written consent of the trustees
- ii) Tenants are prohibited from retaining pets in their unit where such containment may cause undue stress to the well being of the animal.
- iii) Pets are not permitted to roam on the common property. Dogs are to be on a leash at all times while on the common property.
- iv) Owners or occupiers are to ensure that their pets do not foul the common property and in such an event, the owner of the pet is to remove excrement, etc. immediately. In the case of exclusive use areas, owners or occupiers are to ensure that these areas are kept clean at all times.
- v) Owners are requested to ensure (as far as practically possible) that all cats and dogs have collars with name tags attached. The tags must also contain the unit number and telephone number of the owner of the cat or dog.
- vi) Where trustees have withdrawn permission for a pet, such pet shall be removed from the complex within five days of written notice of such revocation being delivered to the owner concerned.

c) Withdrawal of permission

The trustees may withdraw such approval:

- i) In the event of the contravention of any condition as prescribed in terms of rule 1(b) above.
- ii) In the case of excessive disturbance, noise and risk to health

d) Liability

The owner of any animal, reptile or bird that causes any injury, damage or inconvenience will be solely liable for any claim for such injury, damage or inconvenience.

e) Trustees Decision Final

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

2) Refuse disposal

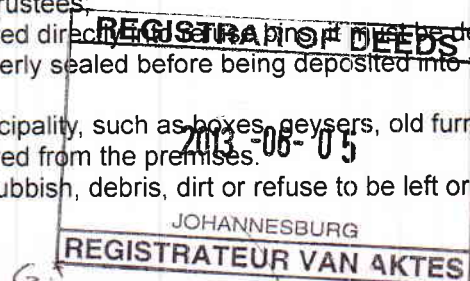
a) In compliance with Municipal regulations, refuse bins must at all times be kept in the refuse area.

b) An owner or occupier of a section shall-

- i) Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained, and placed in a black refuse bag. All broken glass must first be wrapped in newspaper before being placed in the black bag;
- ii) For the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the trustees;
- iii) Animal excreta is NOT to be deposited directly into the refuse bin. It must be deposited into a garbage/plastic bag, and properly sealed before being deposited into the refuse bin.

c) Any items that are not collected by the municipality, such as boxes, geysers, old furniture etc. are the owner's responsibility to have removed from the premises.

d) The owner or occupant shall not allow any rubbish, debris, dirt or refuse to be left or stored in



Handwritten signature

the entrance, courtyards, exit, parking areas, exclusive use areas or on any common property of the building.

- e) The bins must be washed and sanitized regularly.

3) Vehicles

Exceptions to the following rules pertaining to vehicles will be considered and approved by the trustees upon the submission of written requests. Such approval will not be unreasonably withheld. Access to emergency vehicles are not restricted by the following stipulations.

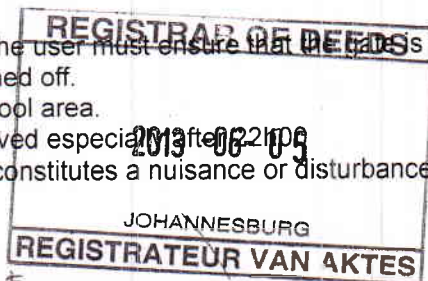
- a) The trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the written consent of the Trustees.
- b) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property.
- c) No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area, or in a section.
- d) No caravans, boats, trailers may be parked on the common property.
- e) Only two vehicles per unit allowed, in their allocated parking areas. Visitors are to use the parking areas allocated or park their vehicles outside the complex.
- f) Furniture removal trucks and large trucks exceeding 2 Tons are not allowed on the common property
- g) The owner or occupant of any section shall not place or park or cause or permit to be parked any vehicles in such a manner as to obstruct any passage ways, exits, or entrances of the buildings, or any entrance or exit to any section, or authorized parking bay of any other owner or lawful occupant.
- h) The owner or occupant of any section shall not use the parking areas of the building for any other purpose than the parking of mobile motor vehicles.
- i) No parking of a permanent or semi-permanent nature will be permitted to owners, residents or visitors, on any part of the common property or in the visitors parking, without the prior written consent of the trustees. Should permission be granted, it can be revoked within reason by the trustees.
- j) The speed limit within the complex shall be no more than fifteen (15) kilometers per hour.

4) Damage alterations or additions to the common property and/or exclusive areas

- a) 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 obtaining the written consent of the trustees.
- b) Notwithstanding sub-rule (a), an owner or person authorized by him may install:
 - i) any locking device, safety gate, burglar bars or other safety device for the protection of his section;
 - ii) or any screen or other device to prevent the entry of animals or insects;

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

- c) No owner shall, except with the prior written consent of the trustees and only upon the terms and conditions of such consent alter or add to, be permitted to add or alter, structurally or externally, the whole or any portion of his/her unit or to any portion of the common property. Should any owner carry out such extension/addition to any unit/exclusive use area/ common property without the approval of the Body Corporate, such extension/addition will be removed by the Body Corporate, all costs of which, including any legal fees, will be for the account of the owner.
- d) Swimming pool rules
 - i) Children under the age of 12 (twelve) years must be accompanied by an adult at all times while in the pool area
 - ii) On leaving or entering the pool area the user must ensure that the gates are firmly closed and locked and the light switched off.
 - iii) No litter may be strewn or left in the pool area.
 - iv) Reasonable quietness must be observed especially after 22:00
 - v) Unruly or dangerous behavior which constitutes a nuisance or disturbance in the pool area is prohibited



- vi) Persons making use of the pool do so at their own risk and the body corporate do not accept responsibility for any injury or death or incident that may result in any form of legal action at any time
- vii) No person will enter the pool in an obviously intoxicated condition
- viii) The use and enjoyment of the pool area is restricted to residents and their guests (accompanied by residents) only
- ix) Appropriate attire to be used at all times in the pool area.

5) Internal Renovations

Any internal renovations that will interfere with the structure of the building shall be applied for in writing to the trustees prior to commencement. All plumbing or electrical renovations must be approved by the trustees in writing prior to commencement of such renovations.

6) Appearance from outside

- a) The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property/exclusive use areas, including balconies, patios, stoops, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of any section.
- b) No washing machines, dish-washers, furniture (other than garden furniture), machinery and all such like, is permitted on any section of the common property/exclusive use areas whatsoever.

7) Signs and notices

No owner or occupier of a section used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the trustees first having being obtained. Security company notice boards are permitted.

8) Littering

- a) An owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property/ exclusive use areas any rubbish, including dirt, cigarette butts, food scraps, braai fire residue or any other litter whatsoever.
- b) Should any owner or occupier deposit such litter on any part of the common property/exclusive use area, such owner of the unit shall carry the costs of having such litter removed.

9) Laundry

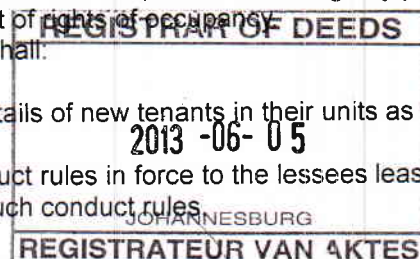
- a) An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other sections.
- b) Washing hung out to dry is at the sole risk of the person doing so.
- c) Laundry may only be hung out to dry in the areas specifically set aside for that purpose. If not on approved clothesline, a portable clotheshorse may be used, abiding by point 9a) and removed after use.
- d) Laundry may not be hung over the balcony.

10) Storage of inflammatory material and other dangerous acts

An owner or occupier shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property that will or may increase the rate of the premium payable by the body corporate on any insurance policy.

11) Letting of units

- a) All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- b) The owner of any section who lets his section shall:
 - i) Supply the trustees with the contact details of new tenants in their units as well as number of people occupying the unit.
 - ii) Undertake to annex a copy of the conduct rules in force to the lessees lease and shall insist that such lessee abide by such conduct rules.



- iii) Leases must include a clause that allows cancellation of the lease for continued breach of conduct rules.
- iv) Owners will be held liable and responsible for non-payment of electricity and any other such costs should lessees default in payment of such.

12) Eradication of pests

An owner shall keep his section and exclusive use area free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section/ exclusive use area, replacement of any woodwork or other material forming part of such section, which may be damaged by any such pests, shall be borne by the owner of the section concerned.

13) Noise and Nuisance

- a) The owner or lawful occupant of any section shall;
 - i) Not play or cause or permit to be played any radio, television set, tape or other recorder, amplifier or any musical instruments, or such like, in or about the building in a manner or at any time, which causes irritation or disturbance to any other owner or lawful occupant or to any other person;
 - ii) Not give or cause or permit to be given anywhere in the building any singing, dancing or music lessons without the written permission of the trustees.
 - iii) Not in any way cause, or permit to be caused any noise whatsoever, from lawn mowers, weed eaters, power tools, or any equipment, which causes an unreasonable inconvenience to any other owner or lawful occupant between the hours of 22h00 to 07h00.
- b) No hooters shall be sounded at any time, unless in an emergency.
- c) After 22h00 Sunday to Thursday and after midnight Friday and Saturday, owners are requested to refrain from making any noise relating to parties or such events in or around the complex.
- d) No revving of motorcars, motorbikes, and such like vehicles is permitted.

Noise levels to be kept down during:

Weeknights: Sunday to Thursday 22h00 to 07h00

Weekends: Friday to Sunday from 24h00 to 08h00

Power tools may not be operated: Monday to Thursday 20h00 to 07h00

14) Children

- a) Owners or occupiers shall be held responsible and liable for any damage or nuisance/ disturbance caused by their children or those of their guests or visitors where skateboards, roller blades or any other form of propellant is used on the common property which caused a disturbance or damages the paving and walls of the buildings.
- b) Children may not interfere with post boxes, plants, motor vehicles, name plates, fire hose reels, exterior lights, doorbells, electricity boxes or any other common property of the Body Corporate.
- c) Children may in no way interfere with gardeners or cleaners.
- d) No balls may be kicked or hit against common property walls, doors, windows, or garages other than walls specifically demarcated for the children's use.
- e) Children may under no circumstances climb walls, roofs, carports or gates on the common property, including exclusive use areas.
- f) Children may under no circumstance play on or near the electronic security gate at the entrance to the complex.

15) Employees and Gardening

- a) 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.
- b) All gates (or like) restricting access to the garden service must be unlocked or removed.
- c) Gardening on the common property is strictly under the control of the trustees or duly appointed owner. Any owner or occupier who has a complaint about any member of staff is



to report it to the trustees or duly appointed owner in writing, and is not to reprimand any member of staff in person in any way.

- d) The owner or occupant of any section shall not cause or allow that the gardener of the Body Corporate do any private work in their in exclusive use gardens on the days and times that the gardener is on duty.
- e) Mowing of lawns by the gardener in the exclusive use areas will not be considered private work.
- f) Owners are to remove garden furniture, portable braais, animal faeces, etc., from the lawns before they are mowed.
- g) Private work as such as planting, digging, pruning, etc. within an exclusive use area is for the account of the owner, the fee for which is to be negotiated between the owner and the employee.
- h) Dates and times when the gardener is free to do private work shall be on a roster basis and is to be arranged directly with the trustees. The trustees shall then issue the time instruction to the gardener.
- i) All trees, shrubs, hedges etc. hanging over the walls of any section or unit onto the common property, or over neighbours' walls, causing a mess or nuisance, growing out of control, or which could cause damage to roofs, gutters, walls, etc., must be attended to by the gardener reporting to the duly appointed owner immediately.
- j) All plant pots are to be maintained and kept neat and tidy at all times
- k) Any owner or occupier who has a complaint in general of whatever nature shall do it in writing to the trustees.

16) Visitors

Any owner or occupier of a section who receives visitors:

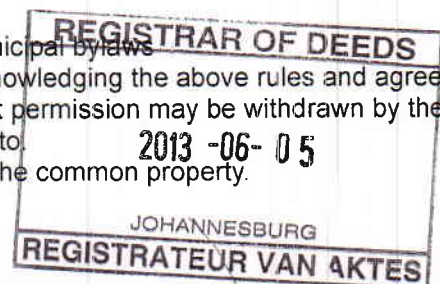
- a) Shall ensure that their visitors comply with these conduct rules at all times,
- b) Shall be responsible for all their visitors at all times.
- c) Shall ensure that they have no more than one visitors' vehicle parked in the complex at any one time, over an extended period of time i.e. more than one day. Exception upon written trustee consent.
- d) No visitor will be granted access without tenant/owner/trustee consent.

17) Domestic workers and contractors

- a) All the rules applicable to owners and occupiers will also apply to their domestic workers.
- b) Contractors are allowed between the hours of 08h00 and 17h00 on the premises. No contractors may be on the premises after sunset or before sunrise.

18) Business Activities

- a) No business, profession or trading may be conducted on the property without the expressed permission of the trustees. It is the decision of the Body Corporate that the following shall be the criteria by which it shall be determined whether a resident may run an income generating activity from within his/her section. The income generating activity may be run from a unit of the complex if:
 - ii) It is Service and not Sales orientated
 - ii) It does not involve the delivery or supply of goods and no stock may be stored on the premises
 - iii) The activity shall not be visible from outside the unit, in the exclusive area or on common property
 - iv) Clients shall be admitted singly, or in a single vehicle
 - v) Vehicles may only be parked in one of the unit's allocated parking areas
 - vi) The activity may not involve noisy equipment or machinery
 - vii) No advertising of any nature may be posted on the common property
 - viii) No chemicals, noxious fumes or by-products may be discharged into the air or sewerage system
 - ix) Strictly forbidden are music, singing or dancing lessons, vehicle repairs, pet grooming or any other activity which may cause inconvenience to other residents or damage to the common property
 - x) The activity shall not contravene any municipal bylaws
 - xi) The applicant shall sign a document acknowledging the above rules and agreeing to adhere to them on the understanding that permission may be withdrawn by the trustees should the rules not be adhered to.
- b) No auctions or jumble sales will be permitted on the common property.



- c) No advertising or publicity boards may be exhibited or distributed on the property without the prior approval of the trustees.

Notwithstanding the above: -

- i) A unit that goes on show may for the day of the show only have the minimum number of pointer boards required to point out the unit on show, they may only be erected at 10h00 and must be removed by 17h30.
- ii) A unit that is on sale may only have one FOR SALE sign at the gate. The sign must be placed so as not to obscure any person's vision of the traffic or path.

19) Finance

- a) All levies shall be paid one month in advance. Levies and miscellaneous debits are due and payable on or before the first day of each month. Any monies outstanding shall bear interest up to the maximum rate applicable in terms of the Usury Act in force at the time, and as determined by the trustees.
- b) Should such monies still not be paid within seven (7) days after such became due, legal action will be taken in terms of Section 80 (2) of the Act to recover such debits from the owner who will be responsible for all costs which may be legal or otherwise incurred, including compound interest accrued to the body corporate resulting from such action.
- c) Apart from the normal levy, the above rule will apply to Special Levies payable and due by owners.

20) Limitation in numbers

The number of persons who may permanently reside in and/or occupy a section shall be limited to the product of two (2) multiplied by the number of recognised bedrooms in each section, it being clearly understood that an enclosed balcony or porch will not be deemed to be a recognised bedroom. Exceptions to this limitation in numbers are to be submitted for written approval by the trustees. Such approval will not be unreasonably withheld.

21) Hobbies

Hobbies and other activities which will cause undue noise, will not be permitted on the common property nor in or on any exclusive use areas

22) Firearms

- a) The Act on Arms and Ammunition is to be strictly adhered to at all times. Any owner or occupier of a section who contravenes or allows to be contravened the above said Act, shall be criminally charged.
- b) No owner or occupier of a section shall discharge or allow to be discharged any firearm (as determined by the Act on Arms and Ammunition) in any section or any part of the common property, unless loss of his life may result from failure to do so. In such event, a detailed report is to be handed to the trustees for evaluation.

23) Stones and Foreign Objects

No stones or foreign objects may be thrown on the common property and in/on the complex, or over the wall/fence into neighboring areas.

24) Damage to Common Property

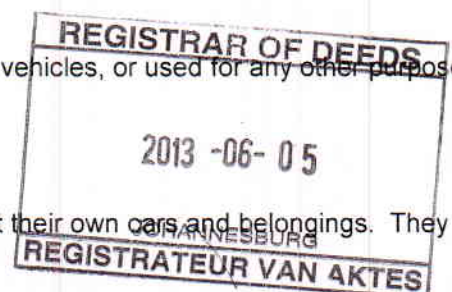
Any damage to any portion of the common property by an owner, his family, his tenant, servants or his visitors shall be made good by the owner to a standard acceptable to the trustees. The trustees will reserve the right to repair any damage at the expense of the owner should the owner fail to repair such damage within 30 days of being notified.

25) Fire Hydrants

Fire hydrants may under no circumstances be used to wash vehicles, or used for any other purpose other than in the event of an emergency.

26) Security

All owners and residents should take responsibility to protect their own cars and belongings. They



are requested to please wait for a few seconds before driving off when entering and exiting the premises, to make sure that the gate closes behind them, without unauthorized persons entering the complex.

27) Electricity and water supply

No owner or occupier of a section may tamper with or have any work or repairs done to any water or electrical supply or apparatus on the common property. Any electrical faults on the common property must be reported to the Chairman of the Board of Trustees or the Managing Agents.

28) Geysers

- a) Geysers are the responsibility of owners. They are covered by insurance, but the excess is payable by the owner. The full amount due to any contractor for the replacement of any geyser is to be paid by the owner, after which the trustees or Managing Agent of the Body Corporate will submit the contractor's invoice to the Body Corporate Insurance Brokers for claiming on behalf of the owner.
- b) Body Corporate insurance – the insurance company will refer the matter to one of the companies they prefer to use as well as appoint an assessor to establish if the claim is one that the insurance company will be held liable for. Any shortfall of cover from the insurance company will be for the account of the owner.

29) Slaughtering of animals or birds

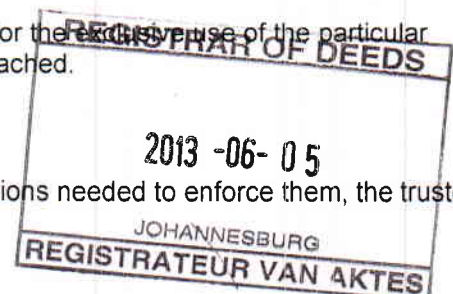
The ritual slaughtering of animals for religious or cultural purposes will not be permitted within the confines of a section or on the common property/exclusive use area.

30) Exclusive use areas (private gardens/parking areas):

- a) An owner or occupier shall be obliged to maintain any exclusive use areas of which he has the exclusive use as if it was part of his section, and shall be obliged to take all reasonable and necessary steps to keep such areas in a clean, hygienic, neat and attractive condition. The exclusive use areas may only be used as a garden area or parking area as allocated.
- b) In terms of Section 37(1) b of the Act, the owner or owners of a section or sections entitled to the right to the exclusive use of a part or parts of the common property, whether or not such right is registered or conferred by rules made under the Sectional Titles Act, 1971 (Act 66 of 1971), are required to make such additional contribution to the fund as is estimated necessary to defray the costs of rates and taxes, insurance and maintenance, wages and gardening costs in respect of any such part or parts, including the provision of electricity and water.
- c) Notwithstanding the fact that exclusive use areas are, in terms of the sectional title plans, registered with the Chief Registrar of Deeds as part of the common property, every owner of a unit in the scheme shall have the right to the exclusive use of his allocated garden and/or parking area, excluding the rights of all other owners and persons.
- d) The Body Corporate will do everything reasonable within its power to ensure that an owner can enjoy the rights to this exclusive use area.
- e) The owner shall give the Body Corporate and or anyone authorised by the Body Corporate, access to the exclusive use area to do any repair work necessary on the common property or to implement rule 70 of Annexure 8 of the Sectional Titles Act 95 of 1986.
- f) The owner may not separately let the exclusive use area designated to his unit without the written permission of the trustees. Such permission may not unreasonably be withheld.
- g) Each owner is responsible for the repair and maintenance (flower beds, oil spills etc.) of the exclusive use area at his expense, including the maintenance and repair of any water pipes, electrical wiring, downpipes, security devices, lapas, verandas, etc. solely servicing that area.
- h) For any structures to be erected in/on the exclusive use area, the owner of the area involved shall first obtain written permission from the board of trustees. A standard will be determined and any similar structures in future erected by any owner, shall conform to the approved standard.
- i) The exclusive use areas are herewith registered for the exclusive use of the particular owners only, as per Annexures 1 and 2 hereto attached.

31) Trustees decision is final

In respect of the interpretation of these rules and all decisions needed to enforce them, the trustees' decision shall be final and binding.



32) Conduct Rules

- a) The owner or lawful occupant of any section shall not cause or permit any unlawful conduct of whatsoever nature in his section, exclusive use area or on the common property.
- b) The owner or lawful occupant of any section shall at all times conduct himself in an orderly and respectable manner, and will at no time embarrass, slander, argue with or pester any other occupant or owner. Any dispute regarding any aspect of occupancy pertaining to rules, behaviours, etc., must be reported to the trustees in writing.
- c) No owner or lawful occupant of any section may act in such a manner that can be construed as deliberately provoking disharmony amongst owners/residents in the complex.

33) Written permission

Written permission by the trustees shall only be valid if signed by the chairman and at least two trustees.

34) Contravention of the Conduct Rules

- a) An owner or occupier of a section who contravenes or allows to be contravened any conduct rule, shall be issued with a written warning by the trustees on the occurrence of the first offence.
- b) An owner or occupier of a section who further contravenes any conduct rule, may be liable to a penalty in an amount determined by the trustees, payment of which shall be in cash to the trustees and a receipt shall be issued for the payment made. A reasonable penalty amount, to be determined at the discretion of the trustees and not exceeding an amount of R500 will be issued for further contraventions of any conduct rule. Such monies shall be used towards improvements in the complex as determined by the trustees. The issue and payment of a fine shall not prejudice any other rights available to the trustees or the Body Corporate in law and in particular their right to apply to court for an interdict against the offending owner or occupier.
- c) 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.

35) Records of the Body Corporate Contravention of the Conduct Rules

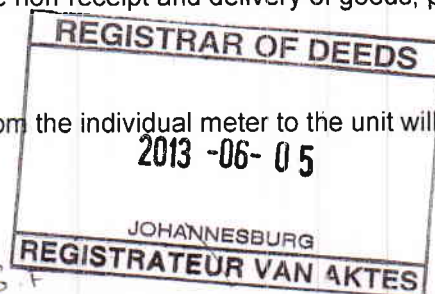
- a) Owners are to notify the trustees/managing agent of their contact details
- b) Owners who do not live in the complex are to notify the trustees/managing agent of their residential address;
- c) Owners are to notify the trustees/managing agent as to where levy accounts, notices, circulars to should be delivered;
- d) Owners are to approve the receiving of notices for Annual General Meetings and other General Meeting notices by e-mail.

36) Indemnity

The Board of Trustees/Body Corporate and/or their agents shall not be liable to any section owner or tenant for any injury or loss or damage of any description which the section owner or tenant and/or any member of the section owner or tenant's family, visitors or guests, or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the section or tenant may sustain physically on his or their property, directly or indirectly, in or about the common property or individual units or in or about the storerooms or in or about part of the building and/or ground in which the common property or individual units are situated, by reason of any defect in the common property or individual units, or for any appliances whatsoever in the building or grounds in which the common property or individual units are situated or for any act done of any neglect on the part of the Body Corporate / Board of Trustees of any of the Body Corporate's employees, servants or agents. The Body Corporate / Board of Trustee or the agent's representatives and servants accept no responsibility or liability of whatsoever nature in respect of the receipt or the non-receipt and delivery of goods, postal matters or other correspondence.

37) Water meters

It was agreed that water lost from burst or leaking pipes from the individual meter to the unit will be for the owner account, including water loss.

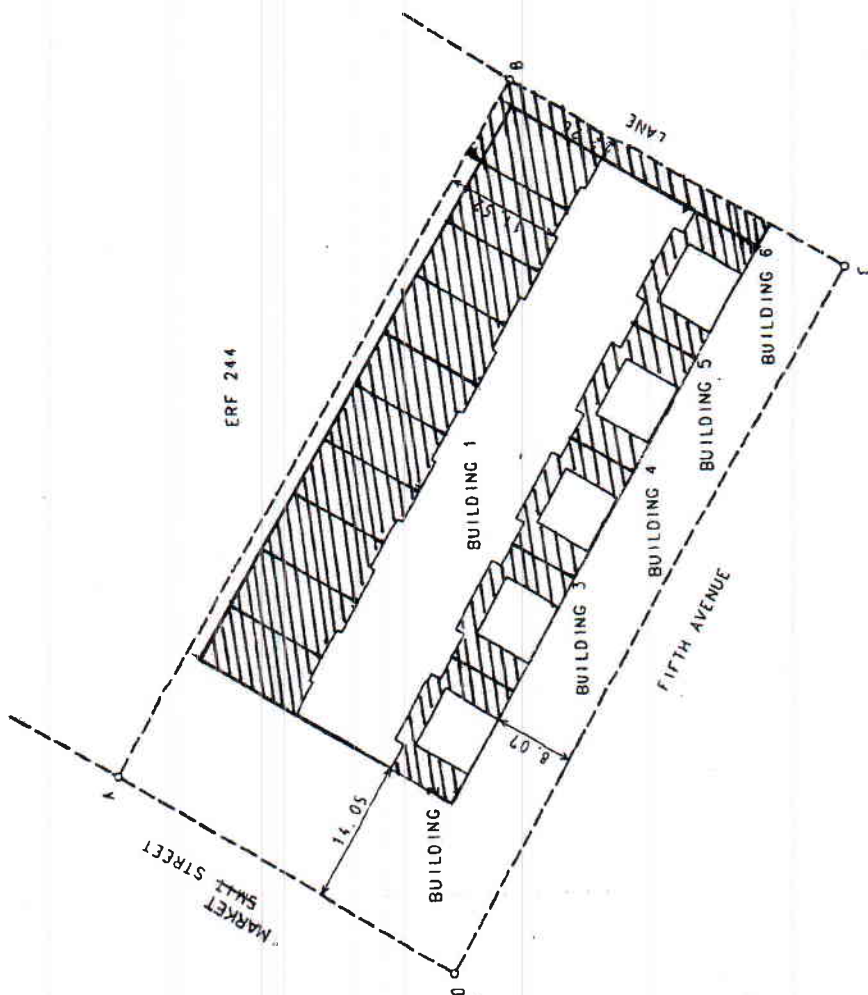


S.G. No. D 467/2002

SHEET 2

Approved
H. C. Frank / Bulky, 2002 05.06
for Surveyor-General Date

OF 6 SHEETS



NOTES

1. The figure ABCD represents Lot 246 Fairland Township
2. All measurements are given in metres.

3.  = EXCLUSIVE AREAS


LAND SURVEYOR:
D.J. CAMERON
27 Cecil Avenue
Melrose
2196

SANTA LUCIA

DRAWING
TITLE

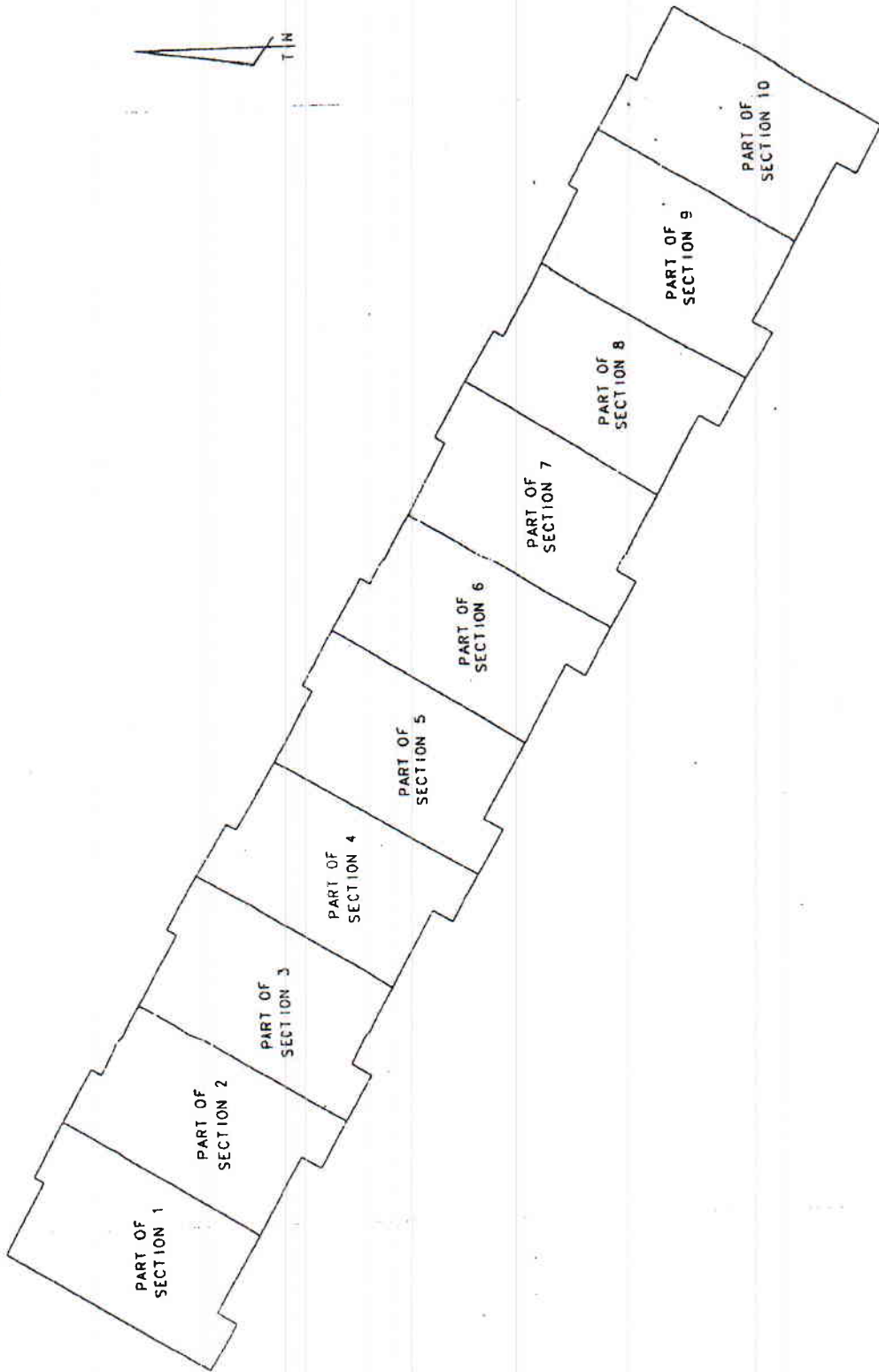
Block plan

11111



SCALE 1 : 500

SHEET 3 OF 6 SHEETS	S.G. No. D 467/2002
	Approved <i>H. C. Grant</i> <i>2002.06.06</i> for Surveyor-General Date



NOTES

1. For participation quotas see sheet 6.
2. For other parts of sections 1 to 10, see sheets 3 and 4.
3. FOR EXCLUSIVE AREA & SEE SHEET 2.

LAND SURVEYOR:
 D. J. CAMERON
 27 Cecil Avenue
 Melrose
 2196

[Signature]
 Signed

SANTA LUCIA

DRAWING TITLE	Building 1 : Ground floor plan
------------------	-----------------------------------

SCALE 1 : 200