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**SCHEDULE IN TERMS OF SECTION 11(3)(b)
OF THE SECTIONAL TITLES ACT 1986**

Sectional Plan No.: SS 256/2016

Name of Scheme: GLAMIS COURT

Name of Developer/s: GLAMIS SHARE BLOCK PROPRIETARY LIMITED
Registration Number 1963/004258/07

Address of Developer/s: 102A Clifton Place
19 Hurst Grove,
DURBAN,
4001.

Number of title deed: Deed of Transfer T8313/1963

SG Diagrams for property Sub Vol 227 Fol 36

Number of title deed where SG diagram is filed: Deed of Transfer T53/1904

I, the undersigned

IAN LESLIE JOHNSON

in my capacity as conveyancer do hereby certify as follows:

1. That the following servitudes and conditions burden or benefit:

1.1 Portion 11 of Erf 2167 DURBAN.
REGISTRATION DIVISION FU
PROVINCE OF KWAZULU-NATAL

Namely:

- A. Subject to the conditions of the original Government Grant Number 1737/1855 in so far as applicable. A
- B. Subject to the servitude of the half width of lane fifteen feet wide as shown on the of the said subdivision KL as created in Deed of Transfer Number T53/1904.
- C. With the benefit of the use of the said lane in common with the other owners and occupiers of Subdivisions adjacent thereto, as created in Deed of Transfer Number T53/1904.
- D. With the benefit of the Sewer servitude shown on the diagram of Lot 1 of Subdivision KL as created in Deed of Transfer No. T50/1920.

2. That there are no conditions which preclude the registration of a Sectional Title Scheme on the aforesaid property.

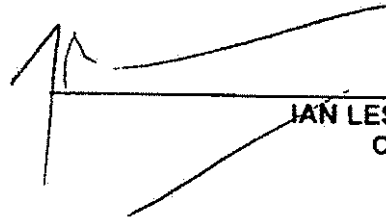
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3. The following conditions of Sectional Title have been imposed by the Developer in terms of Section 11(2) of the Sectional Titles Act, Act No 95 of 1986 ("the Act"), as amended, by which rights will be allocated to an owner or owners of sections in the scheme for the exclusive use of such part or portions of the common property, as delineated on the sectional plan S.G. No. D 211/2015, namely:

NIL

4. That no further conditions have been imposed by the Developer.

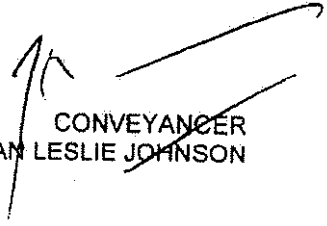
SIGNED AT DURBAN on 28 SEPTEMBER 2016



**IAN LESLIE JOHNSON
CONVEYANCER**

3 RR
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Prepared by me


CONVEYANCER
IAN LESLIE JOHNSON

**CONVEYANCER'S CERTIFICATE IN TERMS OF
SECTION 11(3)(e) OF ACT NO. 95 OF 1986, AS AMENDED**


I, the undersigned,

IAN LESLIE JOHNSON

do hereby certify that:

- (1) The Management Rules prescribed by regulation as contemplated in Section 35(2)(a) have been added to, evenly herewith when submitting the application for opening of the Sectional Title Register.
- (2) The additional Management Rule is annexed hereto marked Annexure "A" with diagram marked Annexure "B".
- (3) The Conduct Rules, prescribed by regulation as contemplated in Section 35(2)(b) have been substituted by the Developer evenly herewith in the submission of the application for the opening of the Sectional Title Register.
- (4) The substituted Conduct Rules are annexed hereto marked Annexure "C".

DATED at DURBAN ON THIS 28 DAY OF SEPTEMBER, 2016.


IAN LESLIE JOHNSON: CONVEYANCER
WOODHEAD BIGBY INCORPORATED
92 Armstrong Avenue
La Lucia
4051.

Annexure A

THE MANAGEMENT RULES SUBSTITUTED, ADDED TO, AMENDED OR REPEALED BY THE DEVELOPER IN ADDITION TO THOSE RULES PROVIDED FOR IN SECTION 35(2)(a) of Act 95 of 1986

THE FOLLOWING RULES HAVE BEEN ADDED

- 71.1 The parking areas on the property as depicted on the attached plan ("Annexure B") shall be allocated for the personal use of the owners, in terms of Section 27A as follows:

PARKING BAY Designated Number	Extent of parking area	For use by Owner of Section Number. FLAT
12a	14	17
14	12	Body Corporate
15	10	10
16	12	Body Corporate
17	13	18
18	14	6
19	13	3
20	13	5
21	11	Body Corporate

- 71.2 The trustees shall be entitled to stipulate a levy to be collected from the holders of the rights to use the parking areas.
- 71.3 As a general principle the costs associated with the maintenance, upkeep and preservation of the aforementioned parking areas shall be borne by the holders of rights to use the parking areas unless determined otherwise by the majority of owners in General Meeting in respect of which due notice has been given.

" B "



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Lane 4.57m Wide

Sheet 1 of 1 Sheets

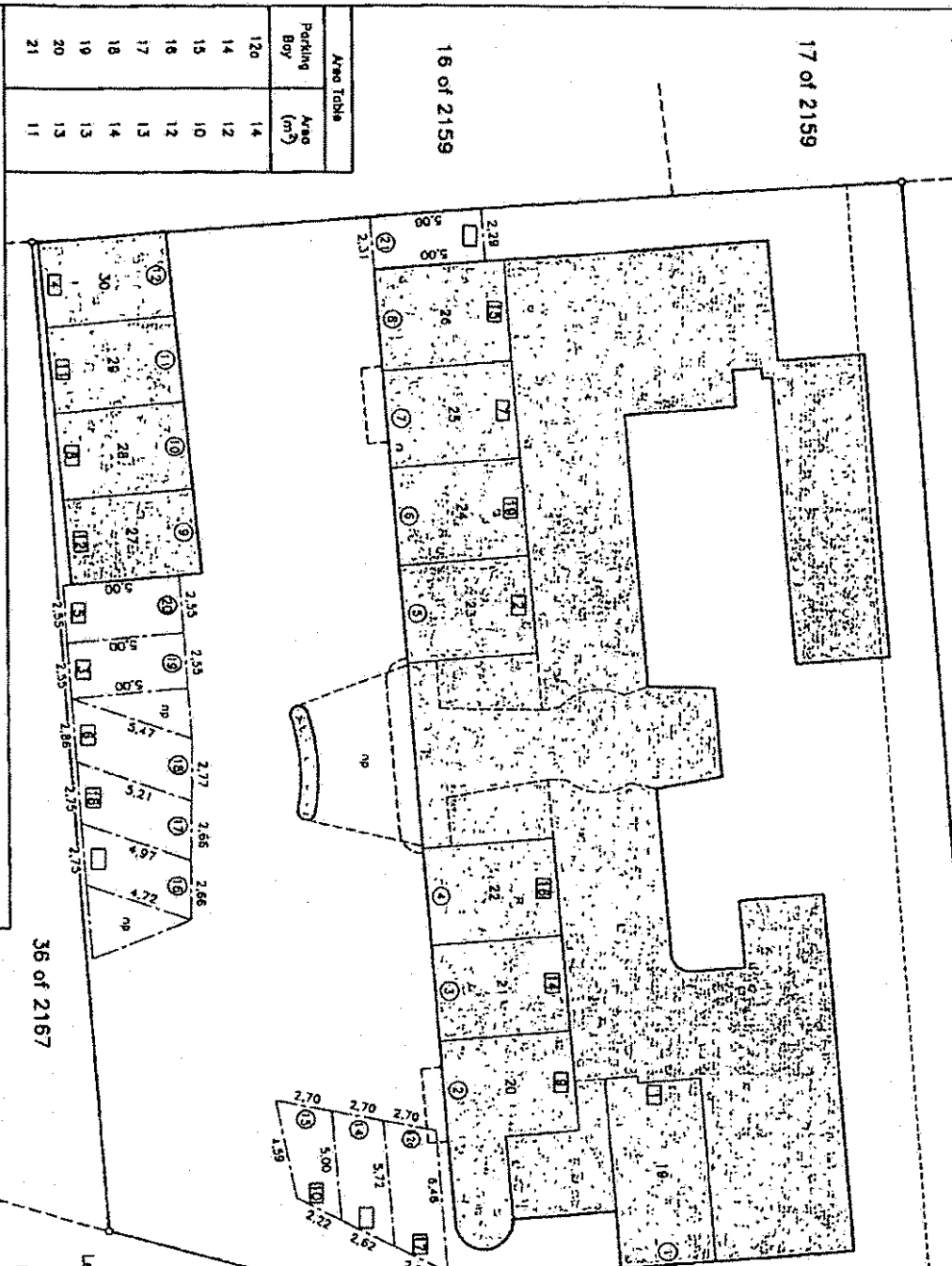
S.G. No. D

Approved

for Surveyor-General

Date

Gladys Mazibuko Road 19,81m
(Marriott Road)



Area Tins	Area (m ²)
120	14
14	12
15	10
16	12
17	13
18	14
19	13
20	15
21	11

- Notes**
1. _____ indicates extent of parking
 2. _____ indicates extent of parking boy
 3. All measurements are given in metres

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Professional Land Surveyor: H R Buhington
H R Buhington
P O Box 30081
Meyville
4054
9 June 2015

Signed
Date

GLAMIS COURT
Drawing Title:
Garage and Parking Boy Layout
Scale: 1 / 200

- Legend**
- 22 indicates Section Number
 - ② indicates Parking Boy/Garage Number
 - ⑩ indicates allocated Plot number

" B "

CONDUCT RULES for the building GLAMIS COURT

IN TERMS OF SECTION 35 (2)(b) OF THE SECTIONAL TITLES ACT, 1986 AS AMENDED

1. AMENDMENT OF RULES

The rules contained in this schedule shall not be added to, amended or repealed except by way of a special resolution of the members of the Body Corporate recorded in accordance with the Act.

2. DEFINITIONS, INTERPRETATION AND APPLICABILITY

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

- 2.1 "Act" means the Sectional Titles Act No. 95 of 1986 and where applicable the Sectional Title Schemes Management Act 2011, as amended from time to time and any regulations made and in force thereunder.
- 2.2 the words used shall bear the meanings assigned to them in the Act.
- 2.2.1 "Trustee" includes an alternative Trustee.
- 2.2.2 "the Building" shall mean the buildings to which these rules apply, namely GLAMIS COURT.
- 2.2.3 "owner" shall be deemed to include the purchaser of a unit, a tenant, occupier, any resident or guest from time to time in the building known as GLAMIS COURT.
- 2.3 words importing -
- 2.3.1 the singular number only, shall also include the plural, and the converse shall also apply;
- 2.3.2 the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
- 2.4 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.

- 2.5 These Conduct Rules shall bind all owners as well as any tenants, guests, domestic servants or workmen on the property at the invitation of any owner or Trustee.

3. PURCHASER'S INTERVIEW

- 3.1 All purchasers of any section, shall attend an interview with the Trustees, prior to the occupation or transfer date, whichever is the sooner, at which interview the Trustees shall provide the purchaser with a copy of the Rules and any house rules and requirements in regard to levy payments to the Body Corporate.
- 3.2 In the event of any unit being owned by a close corporation, company or a trust, if the section is to be occupied by the member of the close corporation, or the director or shareholder of the company, or Trustee or beneficiary of the trust such occupant shall be deemed to be an owner for purposes of the application of these rules and shall be required to attend an interview as contemplated in 3.1 above. All other persons intending to occupy the unit by virtue of such ownership shall be deemed to be tenants and the provisions of these rules relating to tenants (as set out below) shall apply to such persons.
- 3.3 The Trustees shall be entitled to charge an administration fee in an amount to be determined by the Trustees from time to time to cover general administrative expenses in each instance whenever there is a change in ownership or tenancy of any unit.

4. TENANTS AND LETTING OCCUPANCY

- 4.1 The registered owner of a unit may let or part with occupation of his unit provided that no such letting and/or parting with occupation shall in any way release the owner from any of his obligations to the body corporate, hereunder or in terms of the rules or any house rules made in terms thereof or of the Act;
- 4.2 As a condition precedent to any such letting and/or parting of occupation:
- 4.2.1 The owner shall:
- 4.2.1.1 provide the Trustees with a copy of the proposed lease to which document, a copy of these conduct rules shall be incorporated as an annexure,
- 4.2.1.2 ensure that no prospective lease, or parting with occupation, shall be for a period of less than six (6) months. Holiday and casual letting shall be specifically prohibited. Should any Owner wish to renegotiate any lease for a further extension on any basis other than on a month to month basis, then the consent of the Trustees shall be first had and obtained, which consent shall not be unreasonably withheld.
- 4.2.1.2 arrange for the prospective tenant to attend an interview with the Trustees
- 4.2.1.3 ensure that a reasonable notice period is given for purposes of arranging the interview at which interview there shall be at least two Trustees present,

- 4.2.1.4 ensure that the tenant provides the Trustees with;
- 4.2.1.4.1 traceable references;
 - 4.2.1.4.2 next of kin and employer contact details;
 - 4.2.1.4.3 a written undertaking to reinstate or pay for the costs of reinstating or repairing any part of the common property damaged during the process of moving in. Failure by any tenant to effect any repair shall not release the owner from any responsibility in this regard;
 - 4.2.1.4.4 written confirmation of receipt of the conduct and house rules; and
 - 4.2.1.4.5 a written undertaking to abide by the conduct and house rules.

4.3 In the event that any tenant should fail to adhere to these Conduct Rules, the Trustees shall be entitled to give written notice to the tenant to remedy such breach. A copy of such notice shall also be forwarded to the owner, and the Trustees shall be entitled to call upon the owner to intervene with the tenant to ensure compliance with the rules. In the event that the breach should persist, then the Trustees shall be entitled to refer the matter to arbitration or to bring an application to court for appropriate relief including the eviction of the tenant, notwithstanding the fact that the lease shall not otherwise have been terminated. Subject to any order being given to the contrary by any Court, the owner of the section shall indemnify and reimburse the Body Corporate for all legal costs incurred by Body Corporate in the enforcement of the rules against the Tenant.

4.4 No sub-letting of any unit shall be permitted without the prior written consent of the Trustees.

4.5 No domestic workers may reside in a unit or on the common property overnight without prior written consent from the Board of Trustees, which may not be unreasonably withheld.

4.6 No contractor/s may reside in a unit or on the common property.

4.7 In the event that the owner shall have appointed a representative to act on his behalf, the owner shall ensure that such representative is fully mandated to act to ensure compliance with these provisions. In the case of an owner not resident locally, the Trustees shall be entitled to insist on the appointment of local representative with full authority to act on behalf of the owner before consenting to any occupancy by any tenant.

5. GENERAL CONDUCT

5.1 All owners of sections shall ensure that their respective activities in and use of the common property and of the unit or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining owners or residents of the building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act.

- 5.2 No owner shall cause or permit any disorderly conduct of whatsoever nature within the unit or upon any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other owner or resident of the building.
- 5.3 Sections may only be used as private residences and no trade, business, profession or other occupation which may involve members of the general public, patients or clients regularly calling may be carried on in any section or upon the common property.
- 5.4 The maximum number of persons who may be accommodated and reside at any one time in any section shall be as follows:
 - 5.4.1 In the case of two bedroom flats four persons
 - 5.4.2 In the case of one bedroom flats two persons

Any enclosed porch or balcony shall not be deemed to be a bedroom for purposes of this rule.
- 5.5 No owner or occupier shall in any way obstruct or cause or allow any obstruction on the common property, in particular within the corridors (especially pot plants), lobbies, entrances, exits, pathways, or stairways.
- 5.6 An owner or occupier shall not use his parking bay or any other part of the building, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building.
- 5.7 The owner or occupier of a section shall not deposit, throw, or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 5.8 No animals may be slaughtered within any section or on any part of the common property of GLAMIS COURT whether for ceremonial, religious, cultural or other reasons.
- 5.9 The lighting of a fire in a section or in an exclusive use area shall not be permitted.
- 5.10 Children shall not be permitted to play unattended anywhere on the common property without being supervised by an adult.
- 5.11 No ball games of any description, bicycle, skateboard or roller skating or other similar activities shall be allowed in the passageways, courtyard, driveway, garden areas or any other part of the common property.
- 5.12 No owner/occupier/visitor shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls, ceilings or floors of a flat or on any portion of the common property.
- 5.13 No jumble sales, auctions or similar events may be held within any section or on the common property.

6. NOISE AND NUISANCE

- 6.1 No loud music or noise which is disturbing to other residents is permitted at any time. In particular there shall be no noise audible from outside any unit after 22h30 on any day. When renovations are being undertaken with the permission of the Trustees, all related noise (drilling, hammering, etc.) will only be permitted between 08h00 and 17h00 on weekdays, and between 08h00 and 12h00 on Saturdays. No noisy building work is allowed on Sundays and Public Holidays.
- 6.2 No owner shall participate in any disorderly conduct or conduct himself in such a way or allow any person for whom he is responsible, to create a nuisance or disturbance. The decision of the Trustees shall be final and binding as to what constitutes a nuisance or disturbance.
- 6.3 The following forms of behaviour shall also constitute a breach of the Conduct Rules:-
- a) Drunken and disorderly behaviour;
 - b) The use of obscene language and/or gestures towards any registered owner or any other person on the property;
 - c) Verbal and/or written threat or any form of physical violence towards any other registered owner/person on the property;
 - d) The use of any form of physical violence against any registered owner/occupant and his/her property or any other person on the property.

7. MAINTENANCE

- 7.1 The owner shall at his own expense and all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of internal blockage of sewers and sanitary equipment and connections. The respective owners shall remain responsible for the general cleanliness of all windows frames, window panes and doors in respect of their own units.
- 7.2 With the exception of the agreed maintenance and upgrading of windows and doors approved of by the shareholders of Glamis Share Block Proprietary Limited prior to the establishment of the Body Corporate, (where such envisaged upgrades were to be undertaken by the said shareholders at the cost of the shareholders), all future maintenance/upgrading costs relating to exterior windows and front doors, if the work is deemed necessary by the Trustees, shall be shared by the section owner affected thereby and the Body Corporate on an equal basis i.e. 50/50, or according to any amendments to the Act, its regulations or the statutory rules, as amended from time to time. Any costs to garage doors, except for the exterior painting thereof when the Body Corporate sees fit, must be borne by the relevant owner. Any and all window and/or door glass panes must be repaired or replaced by the unit owner, howsoever the damage was caused.

- 7.3 The trustees shall be entitled from time to time to stipulate the standards of maintenance and/or intervention required as well as the scheduling of any repair as and when in their opinion it shall be necessary.
- 7.4 Should an owner elect to carry out any repair or improvement at his own cost, the owner shall ensure that the end result will conform to the aesthetic standards of the building having regard to uniformity of the respective elevations.
- 7.5 Any repairs or improvements which the owner elects to undertake shall be carried out by properly qualified and registered tradesmen. No contract of engagement may be entered into by the owner until the Trustees have had an opportunity to consider the work to be undertaken, and to approve of same. In giving their approval, the Trustees shall be entitled to stipulate conditions under which the work is to be undertaken including if in their opinion it is necessary to do so, to call for an engineer's report. Where the report of an engineer is called for, the costs of obtaining same shall be for the account of the owner.
- 7.6 All owners shall at their own expense forthwith make good any damage to the common property howsoever caused whether deliberately or otherwise, or by any act or omission on the part of the owner, or any member of his household or his guest, tenant or workman.
- 7.7 Any overflowing toilet or geyser shall be attended to forthwith but in any event within 24 hours of notice of the occurrence being given to the owner by the Trustees, failing which the Trustees shall be entitled to take appropriate steps to have same repaired at the cost of the owner. The costs of repair incurred by the Trustees shall be recovered from the owner and shall be debited to the owner's levy account.
- 7.8 Should a leak be discovered, or whenever any plumbing repair or upgrade is undertaken, the owner shall be obliged to replace any piping with copper or brass or such other material as approved of by the Trustees. Under no circumstances may galvanised iron or polycop piping be used to effect a repair.
- 7.9 All Blinds, curtains, and other fittings which are visible to the public view shall at all times be maintained in a state of good repair and clean condition failing which the Trustees shall have the right to give notice to the owner to repair alternatively to remove same failing which the Trustees shall be entitled to attend to the repair or removal thereof at the cost and expense of the owner.
- 7.10 An owner shall keep their unit free of termites, boring insects and other insects that destroy wood and or gardens, and shall for this purpose on reasonable notice, allow the Trustees, their contractors or employees reasonable access to the section from time to time to inspect the section and to take such steps as is deemed necessary in order to exterminate such pests. The cost of inspection, the extermination of such pests found within the section and the replacing of any wood or other material forming part of such section damaged by such pests, shall be borne by the owner of the particular unit, including the cost of doors, window frames and sills, notwithstanding Rule 7.2 of these rules.

8. IMPROVEMENTS

- 8.1 No obligation shall be placed upon any owner to carry out any improvement on or to the common property unless a proposal to make such improvement has been approved of by a special resolution at a general meeting of owners of units.
- 8.2 Notwithstanding rule 8.1, the existing carport over some exclusive use parking bays, must be maintained at the cost of the relevant owner/s, subject to the Trustees consent and when called for by the Trustees.
- 8.3 An owner may place in the section at his own expense any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking facilities, woodwork, panelling, ceilings, doors or decorations which will not cause any damages to the building, subject always to the condition that the owner shall at all times only use such electrical appliances and fittings as shall comply with the applicable electrical wiring standards set by legislation and such wiring shall not in any way compromise existing wiring in the building and shall at no stage do anything which is likely to endanger or jeopardise the safety of the building. In the event of any addition or alterations being made to the wiring of the section the owner undertakes to provide the Trustees with a copy of an electrical clearance certificate on the completion of such additional work confirming compliance with the provisions of the Electrical Installation Regulations as published in terms of the provisions of the Occupational and Health Safety Act, (Act 85 of 1993). Gas stoves may be installed, subject to adherence of the appropriate regulations as prescribed in Regulation 17(3) of the Occupational Health and Safety Act in compliance with Government Notice R734 of 15 July 2009, Government Gazette 32395, as amended from time to time.
- 8.4 No exterior blinds, awnings or other fittings shall be installed. The colour of any exterior paint work on doors, windows, window frames, balustrades, balcony walls and ceilings shall not be changed, without approval in general meeting.
- 8.5 Subject to any decision being made in general meeting to the contrary, the type and style of the front doors to the various units shall not be changed.

9. ALTERATIONS AND DECORATION

- 9.1 The owner may make alterations to the interior of the section, but neither structural alterations nor alterations to the water pipes, electric conduits or plumbing may be effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.
- 9.2 The Trustees shall be entitled to insist on:
- 9.2.1 a structural engineer's report prior to giving their consent to any proposed alteration, notwithstanding the fact that any structural alteration may appear to be minimal.
- 9.2.2 proof of applicable municipal authority or approval of plans of alterations.

- 9.2.3 an inspection of the adjacent units (including the units below and above the affected unit) prior to the work commencing and after completion.
- 9.3 The Trustees shall be entitled to call for a damages deposit. Such deposit shall be retained by the Trustees who may only be compelled to refund same after re-inspecting the section and the adjacent sections for any patent signs of damages and there being none visible.
- 9.4 If an owner appoints a contractor, the owner must ensure that the contractor provides proof that they have Contractors All Risks/Liability Cover to cover any resultant damages to any areas of the common property and/or other sections.
- 9.5 Whenever alterations are being carried out by any owner, the owner shall ensure that all rubble, discarded timber, tiles, carpets, fixtures fittings, baths, toilets and sanitary ware, is removed off of the property within 5 (five) days of such being removed from the section. Failure to do so, shall entitle the Trustees on 7 (seven) days notice to arrange for same to be removed at the expense of such owner and to recover the costs of doing so from the owner and to debit the owner's levy account with the expense incurred.
- 9.6 Any noise associated with any alterations shall be kept to a minimum.
- 9.7 No renovations shall be permitted on Sundays or Public Holidays unless the Trustees are of the opinion that they are necessary and of an urgent nature, (such as the repair of leaking pipes).
- 9.8 No ornamental fixtures or decorations may be attached to common property without the prior consent of the Trustees.

10. STORAGE

- 10.1 No owner shall store or leave or allow to be stored any article or thing on any part of the common property except with the written consent of the Trustees first having been had and obtained.
- 10.2 No storeroom shall be used for any purpose whatsoever other than that of storage of such articles as the Trustees shall have consented to and in no circumstances may any flammable material or liquids, other hazardous substances, be stored in such storeroom.

11. GARAGES AND PARKING FACILITIES

- 11.1 Subject to what is set out below, a maximum of 1 (one) motor vehicle per designated parking space may be driven / operated on the property. Save in special circumstances, with prior permission of the Trustees, no vehicle shall be parked other than within a demarcated parking area, and if so parked, it shall only be parked in such a way as not to cause any obstruction.
- 11.2 No caravans or boats may be parked in garages or in the designated parking spaces. A trailer may be temporarily parked there with prior permission from the trustees.

- 11.3 No repairs are to be effected to any vehicle in any portion in the common area, exclusive use area, or within any section.
- 11.4 No un-roadworthy vehicle may be parked or abandoned neither within any exclusive use area nor on the common property. Should it appear to the Trustees that a vehicle has been abandoned, the Trustees shall be entitled to give notice to the owner concerned to remove same, failing which, the Trustees shall be entitled to have the abandoned vehicle removed and placed into storage at the expense of the unit owner concerned. The Trustees are authorised to cause the managing agent to debit the offending owner's levy account with the expenses so incurred.
- 11.5 Owners shall at all times ensure that no oil, brake fluid or grease leaks onto the tarmac or any other part of the common property and where this should occur, the owner shall be responsible to clean up and eradicate the evidence of such spillage. The washing of motor vehicles shall be permitted only if buckets are used within the areas designated, if applicable, for this purpose by the Trustees from time to time. No fire hoses may be used for this purpose.
- 11.6 All motor vehicles are operated at the sole risk of the owner thereof and the Body Corporate shall not in any way be held responsible for any occurrence, loss or damage suffered by or in respect of any such vehicle.
- 11.7 Owners/residents/visitors/guests may not unnecessarily rev the engines, sound the horns of their vehicles or activate sirens or any like apparatus, within the confines of the property.
- 11.8 Any person who parks a vehicle in such a way as to obstruct another resident from accessing that resident's garage or parking space shall be liable to receive a fine and in addition, the Trustees shall be entitled to the clamp the wheels of the offending car. The Trustees shall not be obliged to release the vehicle from the clamp until the offender undertakes in writing not to repeat the transgression, and pays the applicable fine.
- 11.9 An owner shall not construct or place any structure or building improvement on his/her garage or parking bay, without the prior written consent of the Trustees. The owner/s must keep in a good state of repair the said structure e.g. parking bay carport.
- 11.10 In respect to the bays allocated to Body Corporate in terms of the Amended Management Rules, applications for the use of such facilities shall be made to the Trustees in writing.
- 11.11 The Trustees shall compile a list of applicants. Where there are competing applications for the use of any facility, the Trustees in the exercise of their discretion, consider the following:
 - 11.11.1 the usage of the bay on basis that a person requiring the use on a continual basis may be preferred over a person whose needs are for occasional usage
 - 11.11.2 the period of residence of the applicant.
 - 11.11.3 If any applicant already enjoys the use of a garage, the applicant shall not be precluded from making application for an additional

parking facility, save that if the owner has elected to utilize his garage for storage purposes such owner shall not have any preferential expectations to being allocated the use of another parking facility.

- 11.12 No owner shall be entitled to let out his garage or allocated exclusive use parking area to anyone other than a resident of Glamis Court and in the case of any applicant who is successful with an application for the use of one of the Body Corporate parking bays, such person may not let, cede or otherwise part with the use of the allocated bay to any other person.
- 11.13 In the event that any owner has enjoyed the beneficial use of one of the Body Corporate parking bays, such owner may not however rent or sell his unit with the expectation (expressly or impliedly) that the said usage will be ongoing and will be enjoyed by any prospective future tenant or owner. Should an owner sell his flat, or a tenant vacate a unit, the parking bay may be re-allocated by the Trustees to the next person on the waiting list, subject to any variances as contemplated herein.
- 11.14 The Trustees shall be entitled to raise a parking levy in respect of the use of any exclusive use and common property parking facilities. If any parking levy due in respect of one of the Body Corporate parking bays is not paid, or if the levy is paid late on two or more occasions, the Trustees shall be entitled to re-allocate the usage of the parking facility to another resident.

12. LEVIES

- 12.1 All levies are payable in advance and each owner shall undertake to ensure that the levy is paid to the nominated bank account of the Body Corporate (which account may be a trust account administered by the Managing Agent), by no later than the first working day of each month.
- 12.2 Any levy not paid timeously as stipulated above shall attract interest at a rate determined by the Trustees from time to time. This interest may be compounded monthly.
- 12.3 In addition, the Trustees shall be entitled to impose an additional late payment administration fee equivalent to 10% of the unpaid amount.
- 12.4 If any action is instituted for the recovery of an arrear levy, all costs incurred on an attorney own client scale, shall be recoverable from the owner.

Note in this regard that any payments received will first be credited against cash/cheque deposit fees, any legal fees, debt collection levies, penalties, interest, and thereafter applied to settle the flat/garage/parking levy arrears and thereafter to settle current levies due.

13. INSURANCE

- 13.1 The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times, be the sole responsibility of the owner in question.
- 13.2 An owner shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy.
- 13.3 An owner shall not store or harbour upon the common property or any part thereof or in his section any hazardous substance thereby voiding or otherwise limiting the applicable insurance cover.
- 13.4 If any claim is lodged against the Body Corporate Insurers as per the Schedule of Cover, where there is damage caused to the common property, and if this gives rise to payment by the Body Corporate of any excess or an initial amount or co-payment, the Trustees shall be entitled to recover such amount directly from any owner whose negligence gave rise to the claim being lodged.

14. DOMESTIC WORKERS

- 14.1 The Body Corporate shall be entitled to employ a domestic worker from time to time. No owner shall be entitled to interfere or otherwise supervise the domestic worker unless the Trustees have delegated the task of doing so, to the owner.
- 14.2 Occupants of GLAMIS COURT shall be entitled to employ domestic workers for their own purposes provided that they advise the Trustees that they have done so and further that they undertake to educate their domestic workers as to their obligations in terms of these conduct rules. Furthermore the occupants shall be required to provide a copy of the ID documents of their employees for filing and security purposes.

15. REFUSE

- 15.1 Refuse bags must NOT be left outside in the passage overnight. Refuse bags shall be placed into the bins as provided and not left next to the bins so as to avoid attracting vermin, unpleasant odours or nuisance to other residents.
- 15.2 Residents are responsible for removing from the property the following:
 - 15.2.1 Packaging from large appliances,
 - 15.2.2 any broken or unwanted furniture or pieces of furniture,
 - 15.2.3 Electronic waste such computers, remotes, other appliances
 - 15.2.4 Batteries, long-life low energy bulbs and gas cylinders.
 - 15.2.5 Any other waste material which the Trustees may consider to be hazardous.

16. GARDEN AREA

- 16.1 An owner shall not erect any tent, flag pole or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the Trustees first having been had and obtained.
- 16.2 Any complaints or suggestions regarding the garden or gardener are to be addressed in writing to the Trustees.
- 16.3 No owner shall be entitled to give instructions to the gardener unless specifically delegated by the Trustees to do so.
- 16.4 No plants may be planted or removed from the common property, nor may any garden features be placed or removed without the consent of the Trustees.

17. AIR-CONDITIONING UNITS AND TELEVISION AERIALS

- 17.1 No owner shall place or allow to be placed in a section or any part thereof (or any part of the common property) any air-conditioning equipment, or apparatus, or television aerial or satellite dish or other equipment which requires attachment to the structure of the building, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.
- 17.2 Should the building's waterproofing or paintwork be damaged during the installation process, then the Trustees shall be entitled to secure the repair of damaged areas and to recover the expense of doing so from the owner.

18. SIGNAGE

- 18.1 With the exception of the Notice Board, no owner shall place or allow to be placed any signs, writing or notices in or upon any section or area of the common property except with the prior written consent of the Trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- 18.2 Owners employing property Estate Agents to sell their flats are required to instruct their agents that, before any boards are placed on or near the property, they are to apply for permission to the Trustees. Boards are to remain for a maximum period of 3 weeks and the Trustees, at their discretion, may stipulate a maximum number of boards which may be visible at any one time. Failure to comply with the above will result in the board/s being removed.

19. WASHING

- 19.1 No washing shall be hung out to dry in any place other than in the area set aside by the Trustees for this purpose.
- 19.2 No washing lines (including retractable lines) may be erected on the balcony of any unit in such a manner that they are visible from outside the unit. No washing is to be hung over any balcony, window or railing or in any other way be displayed or be visible from outside of the unit.

- 19.3 No heavy articles likely to cause damage to the washing lines e.g. wet carpets, are to be hung on the communal drying facilities or from any windows of the units, railing or any place visible from outside of the building.
- 19.4 All washing which is hung in the communal common area is done so purely at the owner's risk.
- 19.5 No washing may be left on the washing lines overnight.
- 19.6 No resident may utilise the majority of the washing lines but must allow sufficient space for the other residents to hang their washing.

20. SECURITY

- 20.1 Access to the property is restricted in the interests of protecting the security of all residents.
- 20.2 The Trustees shall charge for the issuing of a security access disk to gain access to the building and common property.
- 20.3 No Gate keys or remotes may be issued or handed to any domestic worker employed by any owner, nor to any tradesman nor other person not resident in the building, without prior written permission of the Trustees.
- 20.4 No resident shall grant access to any third party, including any workman or domestic worker unless they are satisfied as to the identity of such person and that such person is authorised to be on the premises.
- 20.5 Residents shall ensure that the automated vehicle access gate has closed before driving away.

21. SUBDIVISION AND TIME-SHARE

- 21.1 No owner shall subdivide or partition any unit or section or any part thereof.
- 21.2 No owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.

22. ELECTRICITY

- 22.1 The owner shall make his own arrangements with the Local Authority for the opening of an electric current account and for the supply of such current and to pay for all electric light and current consumed in the section.
- 22.2 Similarly every owner shall make his own arrangements with the Local Authority in regards to the payment of rates in respect of the section.

23. PETS/ANIMALS

- 23.1 No pets are allowed in the building
- 23.2 Residents may not feed any birds or monkeys.

24. HAWKERS

No hawkers are allowed in the building and owners are requested not to encourage such people from calling.

25. BRAAI AREA

The lighting of charcoal, brickette or wood fires or braais (including any gas apparatus) is solely restricted to the garden braai area. The Trustees shall be entitled to impose additional rules as they deem necessary from time to time in regard to this area.

26. ACCESS TO ROOF

No persons shall attempt to gain access to the roof of any building, which area shall remain strictly out of bounds, except to authorised persons undertaking tasks with the prior approval of the Trustees.

27. INSPECTION OF UNIT

27.1 The Body Corporate shall exercise the right to access each section and exclusive use area from time to time during reasonable hours to the extent necessary to maintain, repair or renew any part of the building, or any pipes, wires, cables or ducts therein, or making emergency repairs therein, necessary to prevent damage to the common property or section or any other sections.

27.2 If the cause of the fault or leak is found to be a consequence of the unit owner's failure to maintain his section in a proper manner, then the owner will be responsible for the payment of repair costs incurred, and the Trustees will be entitled to cause the offending owner's levy account to be debited accordingly.

27.3 The Trustees shall be entitled to call upon the owner to remedy any situation within 30 days failing which the Trustees shall be entitled to act to remedy the situation and to recover the costs of doing so from the owner by directly debiting the owner's levy account.

28. COMMUNICATION BETWEEN TRUSTEES AND OWNERS

28.1 It is the responsibility of each resident to check the notice board on a regular basis for any notices or circulars.

28.2 The Trustees shall only be obliged to entertain and consider any complaint or suggestion if given in writing and forwarded to the Trustees/Managing agent.

28.3 In the case of any ad hoc written communication deemed necessary for publication to all owners, the Trustees shall cause notification to be circulated to all owners either by hand, post or email, and in this regard it shall be the responsibility of each owner to inform the Trustees or appointed Managing Agents of their current email address and any such notice despatched to the

recorded email address shall be deemed to have been received by the said owner within 24 hours of being sent to the aforesaid address.

29. ENFORCEMENT OF CONDUCT RULES

29.1 The Trustees shall be entitled to investigate any complaint or any breach of any rule and shall be entitled to impose a fine. In determining the amount of the fine the Trustees shall be entitled to exercise their discretion save where the amount is prescribed elsewhere in these rules. Save further that in the absence of an amount specified in these rules, no fine imposed shall exceed the maximum amount agreed to at any general meeting.

29.2 Should any owner continue to remain in breach of any of these Conduct Rules, notwithstanding receipt of written notice to remedy the breach, then the Trustees shall be entitled in their entire discretion (as to which course of action, in their opinion, would be more appropriate in the circumstances), refer the matter to arbitration, or any ombudsman with jurisdiction to hear the dispute or bring an application to the High Court for appropriate relief including an interdict or order seeking compliance or compensation for damages suffered. In the event that the Trustees are successful in obtaining the relief sought, then they shall be entitled to recover from the offending party, all legal costs incurred by them on a scale as between attorney and own client.

30. HOUSE RULES

The Trustees shall be entitled from time to time when they deem it appropriate to frame and publish house rules to deal with any matter not specifically dealt with by these rules.

31. IMPOSITION OF FINES

Without prejudice to the foregoing it is recorded that Trustees shall be entitled to impose a fine against any member of the Body Corporate, or occupant of any unit where said person breaches any of the Conduct Rules set out herein, provided that:

31.1.1 such fine or fines shall not exceed a maximum amount to be agreed at each annual General Meeting of the Body Corporate; and

31.1.2 before imposing any such fine, the Trustees shall:

31.1.2.1 notify the person concerned in writing of the alleged breach; and

31.1.2.2 investigate the matter and for this purpose the Trustees shall be entitled, inter alia, to hear the evidence of any witness, and

31.1.2.3 (save for exigencies contemplated in the implementation of Conduct Rule 11.8) allow the person concerned a reasonable opportunity to make verbal and/or written representations to the Trustees and to call any witness willing to give evidence. Any such hearing shall take place at a time and place chosen by and convenient to the Trustees. The Member concerned shall be entitled to be represented at such hearing by an attorney and/or advocate.

32. FOYER AND FRONT ENTRANCE

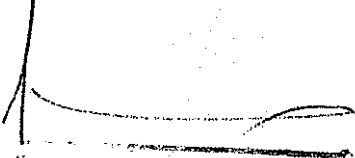
- 32.1 No person shall do anything to in any way to deface, or cause any damage to the finishes and general appearance of the foyer, it being recorded that the foyer has been constructed and preserved in accordance with the architectural style known as "Art Deco". Special care shall be taken at all times when passing through the foyer.
 - 32.2 Under no circumstances is furniture, large bulky items or other equipment permitted to be carried through the foyer and front entrance.
 - 32.3 The moving of all furniture and other large items and equipment, may only take place via the back EXIT gate, after prior arrangement has been made with the Trustees.
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Verdientisser in vord... van oorspronklike
certified a true copy of... filed of record in this
wat in hierdin k...
office.

Attesteerde
Duit...

Notemerkings:

2017-05-15



... van Aldes
... of Deeds