USE AGREEMENT

EDEN HEIGHTS

95 Brickhill Road, Durban

REPUBLIEK VAN SUID-AFRIKA REPUBLIC OF SOUTH AFRICA INKOMSTE REVENUE 29.2.8 0.20 PBHR 33

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:

EDEN HEIGHTS SHARE BLOCK LIMITED

(hereinafter with its Successors-in-title and assigns called the COMPANY) of the one part;

and

CORNI NOMINEES (PROPRIETARY) LIMITED

(hereinafter referred to as the HOLDER), as the registered HOLDER of Share Block No. and also for each successive HOLDER from time to time of the said Share Block, of the other part.

WHEREAS the COMPANY is the registered owner of the leasehold property described as Lots 131 and 132, Block AE of the Townlands of Durban No. 1737, situated in the City and County of Durban, Province of Natal, in extent 1546 square metres, on which property a building consisting of flats, parking bays and certain business premises, known as "EDEN HEIGHTS", (hereinafter referred to as "the Building") has been erected.

AND WHEREAS the Share Capital of the Company has been divided into 177 Share Blocks in accordance with Schedule "A" annexed hereto.

AND WHEREAS the COMPANY has conferred upon the HOLDER, as HOLDER of the Share Block, the sole right and privilege to the exclusive use, occupation and enjoyment (free from the payment of any rent therefor), of :

FLAT NO. ....

PARKING BAY NO. ....

BUSINESS PREMISES NO. ....

(hereinafter referred to as the Premises), in "EDEN HEIGHTS", 95 Brickhill Road, Durban, so long as it remains the HOLDER of the Share Block and subject to the terms of this Agreement;

1.

THAT the HOLDER shall have the sole right and privilege to the exclusive use, occupation and enjoyment (free from the payment of any rent therefor), of the Premises.

2.

THAT the HOLDER, subject to the terms of this Agreement, shall have the right and privilege aforementioned so long as he/she continues to be the HOLDER of the aforesaid Share Block and as long as he/she continues faithfully to observe all the terms and conditions of this Agreement and of all Management and other Regulations made in terms of Clause 27 hereof.

3.

THAT the Premises shall be used by the HOLDER as follows : —

3.1 where the Premises comprise a Flat, for residential purposes only and for no other purpose whatsoever.

3.2 where the Premises comprise a Parking Bay for the parking of motor vehicles only (save where the prior written consent of the Directors of the Company has been obtained to the use thereof for some other lawful purpose);

3.3 where the Premises comprise Business Premises, for the conduct therein of such business of the HOLDER as is permitted by the local authority and in respect of which the HOLDER shall have obtained all necessary trading licences and permits.

4.

THAT the HOLDER may let or part with occupation of the Premises provided:

4.1 That no such letting and/or parting with occupation shall in any way release the HOLDER from any of his/her obligations to the COMPANY hereunder.

4.2 That as a condition precedent to any such letting and/or parting with occupation, the HOLDER shall secure from the Lessee, or the person to whom occupation is given, as the case may be, an undertaking in favour of the COMPANY that such Lessee or person shall duly observe all such regulations and conditions as are contained herein. Such undertaking shall be in such terms as the Directors of the Company shall from time to time require, and it shall be lodged in writing with the COMPANY prior to such Lessee or person being given occupation of the said Premises.

5.

THAT no animals or pets (other than birds in cages), shall be kept or harboured in the building unless the same, in each instance, be expressly permitted in writing by the COMPANY. In no event shall animals be permitted in elevators, or in any of the public portions of the building, unless carried or on a leash.

6.

THAT the HOLDER shall not allow any of his/her possessions whatsoever, or rubbish, debris, dirt or refuse, to be left in the passages of the Building, nor shall he/she allow linen or clothing to be hung on the outside of the Premises, except in the place specially designated therefor. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows.

7.

THAT the HOLDER shall make his/her own arrangements with the Local Authority for the opening of an electric current account and to pay for all electric light and current consumed upon the Premises and to provide his/h own electric light globes.

8.

THAT the HOLDER may make any alterations to the interior of the Premises, but no structural alterations, nor alterations to the water, gas or steam pipes, electric conduits or plumbing, may be effected without the written consent of the COMPANY having been previously obtained. A HOLDER may place in the Premises at his/her own expense, any improvements, additions or fixtures, such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations, which can be removed without structural alteration or damage to the Building. It shall be the HOLDER's responsibility to effect his/her own insurances in respect of the contents of the Premises and to pay all insurance premiums in respect thereof.

9.

THAT the HOLDER shall not store or harbour upon the Premises any goods which may vitiate any fire insurance policy held by the COMPANY, or increase the premium payable in respect of such policy.

10.

THAT the HOLDER shall not cause or permit any disorderly conduct of whatsoever nature upon the Premises, or do or permit any act, matter or thing in or about the same, which shall constitute or cause a nuisance or a inconvenience to the servants employed by the COMPANY upon the Premises, to the COMPANY, or to any other occupant of the Building.

11.

THE HOLDER shall have no claim against the COMPANY if any of the keys, locks, windows, fixtures or fittings or any installation in the Premises are missing or in a defective state, the intention being that the HOLDER acquires occupation of the Premises on a "voetstoots" basis.

12.

THAT the HOLDER shall at all times maintain the Premises in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature.

13.

LEVIES

THE Directors shall establish and maintain a levy fund and shall from time to time, make levies upon the HOLDER of the shares comprised in the Share Block sufficient, in the opinion of the Directors, for the repair, upkeep, control, management and administration of the COMPANY and of the Building, and for the payment of rates and taxes, ground rental and other local authority charges on the leasehold property, and any and all the charges which the COMPANY has incurred or which the Directors reasonably anticipate the COMPANY will incur for the supply of electric current, gas, water, fuel and sanitary and any other services to the said property and services required by the COMPANY, for the covering of any losses suffered by the COMPANY, for the payment of any premiums of insurance, salaries or wages of the employees of the COMPANY, the maintenance and keeping in good condition of those portions of the Building for which the individual occupants are not liable, and generally for the payment of all expenses necessarily or reasonably incurred in connection with the management of the COMPANY, its property and affairs, and the carrying on of its business. In calculating such levies the Directors shall apply 16%of such estimated expenses to the HOLDERS of Share Blocks numbers 175, 176 and 177 and such portion of the expenses shall be borne by such HOLDERS in proportion to the number of shares held by each of such HOLDERS. Similarly 84% of the estimated expenses shall be applied to the HOLDERS of all the remaining Share Blocks and borne by them in proportion to the number of shares held by them. In calculating levies the Directors shall take into account income, if any, earned by the COMPANY.

14.

THE Directors shall estimate the amount which shall be required by the COMPANY to meet the aforesaid expenses during each operational year, together with such estimated deficiency, if any, as shall result from the preceding operational year, and shall make a levy upon the aforesaid HOLDERS equal as nearly as is reasonably practicable to such estimated amount. The Directors may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature, such as expenses to be incurred for redecoration or renovation of the COMPANY's property or any part thereof. Every such levy shall be made payable by equal monthly instalments, due in advance on the first day of each and every succeeding month of such operational year. For the purposes of this clause, the operational year of the COMPANY shall run from the 1st day of March in each year to the last day of February in the succeeding year.

15.

THE Directors may, from time to time, make special levies upon the aforesaid HOLDERS in respect of all such expenses as are mentioned in Clause 13 (which are not included in any estimate made in terms of Clause 14), and such levies may be made payable in one sum or by such instalments and at such time or times, as the Directors shall think fit.

16.

NOTICE shall be given in respect of levies payable by HOLDERS and such notice shall be subject to the provisions relating to Notices in the Articles of Association.

17.

ANY amount due by any HOLDER by way of a levy or instalment of a levy, shall be a debt by him to the COMPANY, which shall be recoverable by the COMPANY. The obligation of a HOLDER to pay a levy shall cease upon the the lawful termination of the HOLDER's right of occupation, save for any arrear levies to the date of such termination. No excess levies paid by HOLDERS shall be repayable by the COMPANY on the termination of the HOLDER's right of occupation.

18.

LOAN OBLIGATIONS :

18.1 The HOLDER of the said Share Block shall lend to the COMPANY , free of interest, the amount allocated to the said Share Block in terms of Schedule "A" annexed hereto, which amount shall only be repayable by the COMPANY, at the option of the COMPANY, as the COMPANY from time to time may elect, save that any such loans shall be due and repayable in the event of a winding-up of the COMPANY.

18.2 After the HOLDER has advanced the full amount of his/her loan obligation, the COMPANY shall, upon the HOLDER's request, be obliged to furnish to the HOLDER a Certificate or other evidence of the fact that the full amount has been advanced by the HOLDER.

18.3 The HOLDER shall, with the COMPANY's consent, either advance the full amount of the loan to the COMPANY, or advance the loan to the COMPANY in such instalments as may be agreed between the HOLDER and the COMPANY. The COMPANY shall be entitled to charge a collection fee in respect of such instalments at a rate not exceeding the tariff rate as laid down from time to time by the South African Institute of Estate Agents; alternatively, and at the discretion of the Directors, the COMPANY shall be entitled to charge interest on the balance outstanding from time to time at a rate equal to ½% more than the rate of interest referred to in Clause 18.4 hereof.

18.4 If the COMPANY agrees to a HOLDER advancing his/her loan to the COMPANY by way of periodic instalments, the HOLDER shall then be liable for and pay interest to the COMPANY on the balance of the loan to be advanced by him/her. The rate of interest shall be determined by the COMPANY'S Directors provided that such rate shall not exceed the rate of interest payable from time to time by the COMPANY in respect of any obligations of the COMPANY under any mortgage bond over its immovable property, if any, or if the propertyis not mortgaged, the rate charged by the United Building Society on mortgage loans on properties similar to the COMPANY'S property.

18.5 All monies, (capital and otherwise), paid by the HOLDER to the COMPANY in reduction of his/her obligation to lend to the COMPANY, shall be applied by the COMPANY from time to time towards discharging the COMPANY's loan obligations, including any amount or amounts owing to Vendor HOLDERS (but excluding loans from Share Block HOLDERS).

18.6 The COMPANY may, in its discretion, make refunds to a HOLDER if funds are available in excess of the minimum sum required by the COMPANY to meet its aforesaid loan obligations from time to time, and provided that the total amount owing by the COMPANY to its Mortgagees and unsecured loan creditors, (other than from Share Block HOLDERS), shall always be equal to the amounts remaining to be paid by Share Block HOLDERS, and provided that repayment by such HOLDER of such refund shall be made to the COMPANY upon such terms and conditions as may be arranged between the HOLDER and the COMPANY.

19.

LIEN ON THE COMPANY'S SHARES :

19.1 The COMPANY shall have a first and paramount lien upon every Share for all amounts owing to it, including the costs of any proceedings instituted by the COMPANY whether the period for the payment thereof shall have actually arrived or not.

19.2 For the purposes of enforcing such lien, the Directors may sell the shares subject thereto, at such time or times and in such manner and upon such terms and conditions as they may think fit, but subject always to the like provisions as to the approval of the purchaser as are set out in Article 20 of the Articles of Association in relation to a transferee, but no sale shall be made unless some sum is presently payable, and has remained unpaid, notwithstanding notice in writing to the HOLDER, stating the amount of and demanding payment of such sum, and stating the Directors' intention to sell, and unless such demand for payment is complied with within fourteen days after the receipt of such notice.

Notwithstanding the above, should any share be subject to a Pledge in respect of which the COMPANY has received prior written notice, the said share shall not be sold by the COMPANY unless the Directors have given the Pledgee 14 days' written notice of the default of the HOLDER and notifying the Pledgee that the shares will be sold free of the pledge, if payment of any sums owing by the HOLDER to the COMPANY is not made in terms of the said notice. No Pledgee shall have any prior claim against the COMPANY but shall be entitled to any surplus after the COMPANY has received all monies due and owing to it by the HOLDER.

19.3 The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the COMPANY or of the liability or engagement, as the case may be, and the balance (if any), shall, subject to the rights of the aforementioned Pledgee, be paid to the HOLDER or the person entitled by transmission, to the shares so sold.

19.4 Upon any such sale as aforesaid, the Directors may enter the purchaser's name in the register as HOLDER of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

19.5 An Affidavit by a Director of or the Secretary to the COMPANY that a Share has been duly sold in accordance with Clause 19.2., shall be conclusive evidence of the facts therein stated, as against all persons claiming to be entitled to such share, or its proceeds and such Affidavit and the receipt of the COMPANY for the purchase price of the share, shall constitute a good title to such share, and the validity of the sale may not be impeached by any person.

20.

CESSION OF LOANS ADVANCED BY HOLDERS :

In addition to the lien the COMPANY has upon the HOLDER's shares, in terms of the preceding clause, monies advanced from time to time by the HOLDER to the COMPANY, shall be deemed to be ceded to the COMPANY as security for the HOLDER's outstanding obligations from time to time, such cession to be in the nature of a continuing covering security. The HOLDER's right, title and interest in and to such advances, or any portion thereof, may not be ceded by the HOLDER to any third party, for any reason whatsoever, without the prior written consent of the COMPANY, save and except upon a sale by the HOLDER of his Shares and Loan Account in the COMPANY. In the event of any such cession being effected with the consent of the COMPANY, such cession shall nevertheless be of no force and effect as against the COMPANY in the event of the HOLDER committing a breach of his obligations entitling the COMPANY to enforce the provisions of Clause 26 hereof, in which event any claim of the Cessionary shall only be satisfied after all amounts owing to the COMPANY by the HOLDER have been discharged. The COMPANY shall, however, give the same notice to the Cessionary in terms of Clause 26 to enable the Cessionary to remedy the Holder's breach. Notwithstanding the COMPANY'S lien upon the HOLDER'S Shares, no shares shall be sold without the HOLDER'S Loan Account, and likewise no Loan Account shall be sold without the HOLDER'S Shares.

21.

CESSION OF HOLDER's RIGHTS :

The HOLDER shall only be entitled to cede his/her right, title and interest in and to this Agreement, provided always that he/se sells his/her Shares in manner provided by, and subject to the Articles of Association of the COMPANY and the terms of this Agreement, and thereby confers upon such person the right to occupy the Premises. Before transfer is effected into the name of the Transferee, the COMPANY shall require satisfactory proof that the HOLDER has ceded his right, title and interest in and to this Agreement to the Transferee, and that the Transferee has duly assumed all the Transferor's obligations to the COMPANY, and that the whole of the Transferor's right, title and interest in and to his/her Loan Account with the COMPANY has simultaneously been ceded to the Transferee.

OBLIGATIONS OF THE COMPANY:

It shall be the duty of the COMPANY, at its own expense : –

22.1 to maintain the exterior portion of the Building including all roofs, in good repair and from time to time, as and when necessary, to renovate and repair the same;

22.2 to maintain in good order and repair and in a clean and tenantable condition, the passage-ways, staricases, lifts, and all such other portions of the Building which are not reserved for the exclusive use of the HOLDER of any Share Block and his licencees;

22.3 to take out insurance cover from time to time for Public Liability and to insure the Premises against risks or damage by fire, storm or such other risks as the Directors may decide, and to renew such policies from time to time. The COMPANY shall be obliged to maintain adequate cover against all the above insurance risks.

Save for structural repairs, the COMPANY shall not be responsible for the repair or renovation of the interior of any portion of the Building reserved for the exclusive use of the HOLDER.

23.

THE COMPANY shall at all times, through its servants, be entitled to inspect the Premises occupied by the HOLDER, and if dissatisfied with the condition thereof, it may call upon the HOLDER forthwith to carry out the obligations imposed upon him/her by the terms of this Agreement. Should the HOLDER fail to maintain the Premises in good order and condition, the COMPANY shall after fourteen (14) days' written notice has been given by the COMPANY to the HOLDER to do so, be entitled, without prejudice to any other rights it may have, to put the same into good order and condition, at the expense of the HOLDER, and to recover from the HOLDER any expenditure thereby involved.

24.

THAT the COMPANY's duly authorised agent or workmen, shall be permitted to enter the Premises in the Building, at any reasonable hour of the day, if authorised by the Directors and/or Secretary, and/or Manager, and/or Supervisor, on their behalf, in order to examine the same or to effect repairs thereto, or to any part of the Building. If the HOLDER shall not be personally present to open and permit such an entry into the said Premises, at any time when for any reason an entry therein shall be necessary or permissable, then the Secretary, and/or Manager, and/or Supervisor, or other duly authorised agent of the COMPANY, shall be entitled to enter the Premises without being liable to any claim or cause of action for damages by reason thereof, provided that during such entry such person shall accord reasonable care to the HOLDER's property.

25.

THAT the COMPANY shall not be responsible for any loss or damage which the HOLDER may sustain by reason of any act whatsoever, on the part of the COMPANY's servants, except on the grounds of negligence, nor shall the COMPANY be responsible for any loss or damage of any description which the HOLDER may sustain by reason of the Premises at any time falling into a defective state, or by reason of any repairs to the rest of the Building, which are to be effected by the COMPANY, or any other occupant thereof, not being effected timeously, or at all, and the HOLDER shall not be entitled for any of the reasons aforementioned, or for any other reason whatsoever, to withold any monies due to the COMPANY.

26.

THAT the Company shall have no right to terminate this Agreement, so long as the HOLDER is the holder of the said Share Block, unless the HOLDER should commit a breach of any of the provisions of this Agreement and fail to remedy such breach within 14 days of the receipt of written notice, calling upon him or her to remedy same, or have his interest hereunder, or his Share Block and/or amounts advanced by the HOLDER to the COMPANY, attached under execution of any Court, in which event the COMPANY shall be entitled, notwithstanding any prior waiver on its part of any of its rights, and without prejudice to any other rights it may have, to cancel this Agreement forthwith, and :

26.1 to obtain repossession of the Premises, and for the purposes to take whatever action may be necessary for the immediate ejectment of the HOLDER or occupier from the Premises, without prejudice furthermore to the COMPANY's rights to claim whatever monies may already have accrued due to it, and such damages as the COMPANY may sustain by reason of the HOLDER's breach or default, including legal expenses of whatever nature; and

26.2 without prejudice to the COMPANY's rights to sell the said Share Block at any stage, together with amounts advanced by the HOLDER to the COMPANY, the COMPANY shall have the right, as agent for and on behalf of the HOLDER, and as procurator in rem suam to let the said Premises and to collect all rents and monies payable by the tenant in respect of his occupancy thereof, and to deduct therefrom any monies whatsoever that may be due by the HOLDER to the COMPANY; and

26.3 without prejudice to any other rights to sell the said Share Block and the amount advanced by the HOLDER, for and on behalf of the HOLDER. The proceeds received by the COMPANY from the said sale shall be applied in reduction of any indebtedness of the HOLDER to the COMPANY, whilst any surplus shall be paid over to the HOLDER, who shall nevertheless remain responsible for any deficiency.

27.

MANAGEMENT REGULATIONS :

That the HOLDER agrees that the COMPANY's Board of Directors, in so far as it shall not be contrary to the provisions of this Agreement, shall be entitled, at all times, to lay down general terms and conditions of occupancy, relating to the use of radios, air-conditioning machines, and other electrical appliances, and such other matters as the Directors deem fit, for the convenience and comfort and general well-being of all the occupants of the Building and from time to time to vary, alter, or amend same, provided always that the Board shall have given written notice to the HOLDER. Such terms and conditions, however, shall only be binding upon the HOLDER after same are ratified by HOLDERS holding the majority of the issued Shares of the COMPANY, for the time being, which ratification may be given either in writing or at a General Meeting of the COMPANY.

28.

THAT should the Building or the Premises, occupied by the HOLDER, be destroyed by fire, accident or otherwise the COMPANY undertakes that it will, with all reasonable speed repair and/or rebuild, the same. The HOLDER shall have no claim against the COMPANY by reason of the Premises being unfit for occupation, or for any other reason whatsoever. The COMPANY, however, reserves to itself the right to change,or vary, the form of construction of the Building on such rebuilding or repairing, but granting to the HOLDER the same accommodation as regards position and area of building enjoyed by him/her prior to destruction, in such altered or varied reconstruction.

In the event of any damage to the Building, whether by fire, accident or otherwise, (other than interior damage for which a tenant would be normally liable at Common Law), which renders valueless or substantially reduces the value of any right of occupation of the HOLDER, it shall be the duty of the COMPANY to make good such damage as soon as reasonably possible. There shall, however , be no obligation on the COMPANY to compensate the HOLDER for any loss or damage he/she may have sustained as a result of any loss of occupation resulting from such damage to the Premises.

Notwithstanding the above, the COMPANY shall not be bound to expend any more than that sum which it may receive from its Insurers arising from any of the aforesaid contingencies.

29.

THAT the COMPANY shall not at any time, without the written consent of the HOLDERS for the time being of not less than three-quarters of the Shares of the COMPANY, sell or otherwise alienate the whole, or any portion of the COMPANY's property, or grant any Lease in respect of the COMPANY's property, or any part thereof, provided that the COMPANY shall be entitled to grant Leases of any part of the COMPANY's property, such as servants quarters, storerooms and the like, in respect of which the sole use and occupation has not been restricted to the HOLDER of any Share Block. Any right of occupation and/or use of any part of the COMPANY's property granted to the HOLDERS by virtue of their holding of any Share Block in the COMPANY, shall not be deemed to be a Lease for the purposes of this Agreement.

30.

BORROWING POWERS:

Notwithstanding the provisions of Clause 31 of the COMPANY's Articles, the COMPANY shall not increase its loan liabilities by mortgage or otherwise for any purpose other than for discharging its existing loan liabilities or for making refunds to HOLDERS (excluding repayments of loans owing to Share Block HOLDERS), unless the COMPANY has the written consent of HOLDERS of three-quarters of the Shares of the COMPANY.

31.

THE COMPANY hereby warrants :

31.1 That the beneficial HOLDER of all the original Share Blocks, has concluded written Agreements of Use with the COMPANY, in respect of each of the Premises in the Building, each of the said Agreements being subject to the same terms and conditions as are herein contained.

31.2 That it shall not permit any amendment, addition or alteration of the said Agreements without the prior written consent of at least 75% of HOLDERS, for the time being, of the COMPANY's Shares.

32.

THE conditions contained herein shall apply mutatis mutandis to any part of the COMPANY's property reserved for the exclusive use and occupation by HOLDERS.

33.

ALL HOLDERS shall be entitled to the common use of any part of the COMPANY's property, which is not specifically reserved for the Use and Occupation of any particular Holder, subject to such terms and conditions as shall be imposed by the Directors from time to time.

34.

ANY dispute arising out of the COMPANY's Articles of Association or this Agreement, shall be referred to the COMPANY's Auditors for arbitration, and their decision shall be final and binding.

35.

It is recorded that the 79 Parking Bays in the Building comprise 35 under-cover parking bays and 44 open parking bays situated and numbered as appears from the plans of the parking areas, which plans have been approved by the Board of Directors of the COMPANY and a copy whereof is filed in the minute book of the COMPANY and is available for inspection by the HOLDER.

36.

36.1 THE BUSINESS PREMISES situted upon the ground, mezzanine and first floors of the Building comprise shops, motor garage and petrol filling and service station, offices and parking and are situated and numbered as appears from the plans of the Business Premises, which plans have been approved by the Board of Directors of the COMPANY and copies of which have been filed in the minute book of the COMPANY and are avilable for inspection by the HOLDER.

36.2 The HOLDERS of Share Blocks Nos. 175, 176 and 177 who enjoy the right to the use of the respective Business Premises shall be responsible to comply with any and all lawful requirements of the competent authorities in respect of the conduct of the business carried out therein.

SIGNED by the COMPANY at Durban on this day of

AS WITNESS:

____

____
For EDEN HEIGHTS SHARE BLOCK LIMITED
Duly Authorised

SIGNED by the HOLDER at Durban on this day of

AS WITNESS:

____

For ______________________

Duly Authorised

EDEN HEIGHTS SHARE BLOCK LIMITED

"EDEN HEIGHTS"

MANAGEMENT REGULATIONS

1. Definition

In these regulations, the term "Member" shall include a member of the Company, an owner of any portion of the property, a holder as referred to in any Use Agreement with the Company, and any person who has acquired share or shares in the Company, but who may not have secured transfer of such share or shares into his name.

2. Control

Control and administration of the building, servants' quarters, grounds and all of the Company's property generally, together with all matters relating thereto, shall be vested solely in the Board of Directors. The terms of the Use Agreement shall be observed strictly.

3. Use of the Company's Property

(a) All Members shall ensure that their respective activities on and use of the property of the Company or any part thereof with all its services, facilities and amenities shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the Members of the Company and for any occupant of any portion of the Company's property, and in accordance with these regulations. These regulations shall likewise apply to guests and servants of Members while they are on the Company's property.

(b) No Member shall cause or permit such conduct either in his own flat or elsewhere upon the promises as shall cause a nuisance or disturbance to other Members in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other Member. The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.

No member

(c) No Matter shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against or into any of the walls, ceilings or floors of a flat or of any public portions of the building.

No games, bicycle riding or recreational activities of any nature are permitted in corridors or lifts or on any part of the property.

(d) No more the TWO ADULTS AND ONE CHILD will be permitted occupation of any one flat.

4. No Member shall, save with the prior written consent of the Board of Directors first had and obtained:

(a) Erect any blinds or awnings, and in giving consent to the erection of any blinds or awnings, the Board of Directors shall be empowered to impose such conditions as they deem necessary in regard to the type and colour of any blind or awning to be erected with their permission.

(b) Expose from or otherwise make visible from any flat or elsewhere any washing or articles being aired or cleaned or any garbage, rubbish or rubbish bin in a manner which the Directors deem unsightly.

(c) Deny the Company or its servant or nominees access to any flat, or other part of the Company's property which the Member is entitled to occupy, for the purposes of inspection.

(d) Neglect to make good any damaged caused to any part of the Company's property by the Member, his family, tenant, invitee or guest or any other person over which the Member has control.

(e) Neglect to repair within seven days any window pane broken from whatsoever cause in any premises which the Member is entitled to occupy.

(f) Allow the part of the premises over which the Member has rights of occupation to become insanitary or accumulated with rubbish, a danger to health or otherwise dirty or untidy.

(g) Keep in the premises any materials of a dangerous or explosive nature, the keeping of which contravenes any statute or local regulation or by-law or constitutes a nuisance to other Members, or voids or renders void any insurance effected by the Company or which would result in the increase in the rate of premiums in respect of such insurance.

(h) Permit any of his possessions or the possessions of any of his household or any of his visitors or invitees or

any refuse
031 3325660 or rubbish for the disposal of which he is responsible to remain in any entrance or passage, staircase or other part of the Company's premises to which Members have common access.

5. Hazards

(a) Fire: Members may not store inflammable liquids on the premises or commit or permit any act which would increase the hazard of fire or have the effect of increasing the rates of insurance premium paid by the Company. "Primus" or similar cooking stoves may be used in the Servants' Quarters only with the permission of the Supervisor.

(b) Water: A member intending to leave his flat unoccupied for longer than 24 hours shall advise the Supervisor. All water leaks within the flat must be notified to the Supervisor as soon as is practicable. Members will be held responsible for any damage to other flats or to any other part of the property resulting from the penetration of water through the floor or walls of his flat, either if negligence is established or, alternatively, if the Member fails to observe the provisions of this regulation.

6. Alterations or Improvements:

(a) Where a Member is entitled to carry out any alterations or improvements to his flat, no work which causes undue noise may be carried out except between the hours of 7 am and 6 pm on weekdays or 7 am and 12 noon on Saturdays. In addition, Members shall ensure that contractors avoid unduly noisy operations between 2 pm and 4 pm.

(b) Colours of exterior paint work on all doors, windows, window frames or any other part of the exterior of the flat to which the Member is entitled shall not be changed without the prior written approval of the Board of Directors.

7. Air-Conditioning Units and Television Aerials

No Member shall place or allow to be placed in his flat or any portion thereof or in any part of the Company's property which he is entitled by reason of any Agreement of Use and Occupation to occupy any air-conditioning equipment or apparatus, or television aerial or equipment which requires attachmen 031 3325660 re of the Company's building except with the prior written consent of the Board of Directors who, in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour, and the removal thereof as the Board of Directors in its absolute discretion shall deem fit.

8. Servants

There is no accommodation available for Members' private servants. No person (other than an employee or authorised officer of the Company may enter the servants' quarters. Members shall be solely responsible for their servants and their conduct.

9. Service

Members may not, in any circumstances, interfere with the schedule of times of window cleaning service of flats laid down by the Board of Directors from time to time.

10. Security

Unauthorized traders, hawkers or others found causing a nuisance on the premises should be reported to the Supervisor.

11. Motor Vehicles

(a) No Member shall use any garage or parking bay for any purpose other than the parking or garaging of motor vehicles, or small boats, trailers or caravans, except with the prior written approval of the Board of Directors of the Company being first had and obtained.

(b) No Member shall carry out or permit to be carried out any major or substantial engine repairs to any motor vehicle, or boat, trailer or caravan parked or garaged in any garage or parking bay.

(c) Members shall ensure that at all times no oil or grease is allowed to drop onto or to soil any portion of the garage or parking bay and such garage or parking bay which is utilised by any member shall be kept free and clean from any such oil or grease at all times.

(d) No Member shall without the prior written consent of the Board of Directors first being had and obtained, park any vehicles in the grounds of the Company other than in the areas demarcated as garages and/or parking bays and then subject to and in accordance with any contract relating to such garage and/or parking bay in terms of which such vehicles is parked.

vehicles

(e) Moto 031 3325660 d proceed very slowly on the ramp.

(f) Fire hoses may not be used for any other purpose than that intended.

(g) Washing of cars may be carried out on the 3rd floor only.

12. Laundry

Laundry drying lines are for the uses of Members only at their own risk and the laundering of articles belonging to non-residents is not permitted. Laundry shall be removed form the drying lines as soon as is reasonably possible after it has dried. No Member shall allow any drying of clothes, household linen or other articles to be visible form outside the flat.

13. Auction Sales

No Member shall hold or allow to be held in any flat or any other portion of the Company's property any auction sale without the prior written consent of the Directors, which consent shall not be unreasonable withheld.

14. Pets

Only those pets living on the premises at the time of the adoption of these Regulations will be permitted.

15. These Regulations shall be construed as an extension of the Use Agreement.

16. When moving in or out of the building, residents are to arrange with the Supervisor to have the protective covering placed in the Service Lift. Moving hours are 8.00 am to 6.00 pm unless other arrangements have been made with the Supervisor.

17. The prescribed Form of Undertaking by the Occupant is annexed hereto. Shareholders may not conclude sales of their shares without furnishing the Secretaries with the prescribed Undertaking.

EXTRACTS FROM USE AGREEMENT

The HOLDER may let or part with occupation of the Premises provided:

THAT no such letting and/or parting with occupation shall in any way release the HOLDER from any of his/her obligations to the COMPANY hereunder.

THAT as a condition precedent to any such letting and/or parting with occupation, the HOLDER shall secure from the LESSEE, or the person to whom occupation is given, as the case may be, an undertaking in favour of the Company that such Lessee or person shall duly observe all such regulations and conditions as are contained herein. Such undertaking shall be in such terms as the Directors of the Company shall from time to time require, and it shall be lodged in writing with the Company prior to such Lessee or person being given occupation of the said premises.

A. THAT no animals or pets (other than birds in cages), shall be kept or harboured in the building unless the same, in each instance, be expressly permitted in writing by the COMPANY. In no event shall animals be permitted in elevators, or in any of the public portions of the building, unless carried or on a leash.

B. THAT the HOLDER shall not allow any of his/her possessions whatsoever, or rubbish, debris, dirt or refuse, to be left in the passages of the Building, nor shall he/she allow linen or clothing to be hung on the outside of premises. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows.

C. THAT the HOLDER shall make his/her own arrangements with the Local Authority for the opening of and electric current account and to pay for all electric light and current consumed upon the premises and to provide his/her own electric light globes.

D. THAT no structural alterations, nor alterations to the water, gas or steam pipes, electric conduits or plumbing, may be effected without the written consent of the COMPANY having been previously obtained. It shall be the HOLDER'S responsibility to effect his/her own insurance in respect of the contents of the premises and to pay all insurance premiums in respect thereof.

E. THAT the HOLDER shall not store or harbour upon the premises any goods which may vitiate any fire insurance policy held by the COMPANY, or increase the premium payable in respect of such policy.

F. THAT the HOLDER shall not cause or permit any disorderly conduct of whatsoever nature upon the premises, or do or permit any act, matter or thing in or about the same, which shall constitute or cause a nuisance or an inconvenience to the servants employed by the COMPANY upon the premises, to the COMPANY, or to any other occupant of the building.

G. THAT the HOLDER shall at all times maintain the premises in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connection, and repairs of whatever nature.