

TURNKEY DEED OF SALE FOR UNIT/S IN THE SECTIONAL TITLE
DEVELOPMENT KNOWN AS:



K O G E L B E R G

ENTERED INTO BY AND BETWEEN



REGISTRATION NUMBER: 2008/021866/07

(Seller)

and

(Purchaser)

UNIT NO. _____, KOGELBERG, KUILS RIVER

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE PROTECTION OF PERSONAL
INFORMATION ACT NO. 4 OF 2013

PROTECTION OF PERSONAL INFORMATION ACT NOTICE

The Seller hereby agrees and gives its consent to the Agent involved in the sale, and to the Conveyancers who will register the transfer of the Property, to process its personal information for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

The Purchaser hereby agrees and gives its consent to the Seller and the Agent to sharing this Agreement and the Purchaser’s personal information with the Conveyancers for all purposes related to this sale, in accordance with the provisions of the Protection of Personal Information Act.

The Purchaser acknowledges and agrees that in order to comply with the provisions of the Protection of Personal Information Act (POPIA) and facilitate the lawful processing of personal information, the Purchaser is required to sign the attached Schedule “F” Consent Form.

OFFER TO PURCHASE

The Seller(s) and Purchaser(s) agree to be bound by the terms of the Schedule below (“the Schedules”) and the General Terms and Conditions of this Agreement of Sale.

GENERAL NOTICE

We understand that concepts and phrases may be complex and intimidating to you. Please consider this Agreement and its Schedules carefully, as it shall constitute a binding agreement. You will be requested to declare that you understand the content of this Agreement and, more specifically, the fact, nature, and effect of clauses printed in bold. Please note that printing a clause in bold will not affect the enforceability of any of the other clauses. Please do not disregard any clauses not so emphasised as such clauses will be binding and enforceable. You are also encouraged to obtain independent legal advice before signature of the Agreement.

TERMS AND CONDITIONS IN RESPECT OF THE AGREEMENT TO PURCHASE IMMOVABLE PROPERTY

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the context otherwise indicates:

- 1.1. **"Agent/Estate Agent"** means IGrow Wealth Investments, Registration Number: 2015/093828/07, Registered Address: Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550, Telephone Number: 021 979 2501;
- 1.2. **"Agreement/ Agreement of Sale"** means this Agreement of Sale, signed by all parties, together with all Schedules attached hereto forming an integral part of the Agreement;
- 1.3. **"Body Corporate"** means the **KOGELBERG BODY CORPORATE** as contemplated in section 36 of the Sectional Title Act and section 2(1) of the Sectional Titles Schemes Management Act;
- 1.4. **"Bond Originator"** means Igrow Home Loans, a division of Igrow Wealth Investments Proprietary Limited as described in the Information Schedule;
- 1.5. **"Common Property"** means the land included in the Scheme, such parts of the building which are not included in the Section and land referred to in section 26 of the STA and section 5(1)(d) of the STSMA;
- 1.6. **"Conveyancer"** means Leandri Kruger Attorneys, Registered Address: Barinor's Vineyard North, Vineyards Office Estate, 99 Jip de Jager Drive, Durbanville, 7550, Telephone Number: 021 203 5080;
- 1.7. **"Development Scheme"** refers to the LAND and BUILDINGS for which the Seller has registered a Sectional Title Scheme named **"KOGELBERG,"** as shown on the Site Development Plan (SDP) attached hereto as Schedule **"B"**.
- 1.8. **"Managing Agent"** means the executive managing agent as contemplated in rule 2(g) of the management rules prescribed in terms of section 10(2)(a) of the STSMA and/or the managing agent as contemplated in rule 2(j) of the said management rules to be appointed by the Seller from time to time;
- 1.9. **"Occupational rent"** means the rental for the right of occupation given to the Purchaser before transfer as specified in Schedule **"A"** hereto;

- 1.10. "**Participation Quota**" in relation to a SECTION means a decimal fraction determined in accordance with the ACT;
- 1.11. "**Property**" means collectively, the Section in the Scheme as indicated in the Schedule together with an undivided share in the Common Property apportioned in accordance with the Participation Quota and Exclusive Use Areas as indicated on the Sectional Plan;
- 1.12. "**Purchaser**" means the person or entity, described more fully in Schedule "**A**";
- 1.13. "**Rules**" mean the management and conduct rules from time to time applicable to the owners and residents in the Scheme, which rules are attached hereto and marked as Schedule "**J**";
- 1.14. "**Section**" refers to the Unit and any other portions of the development purchased by the Purchaser, as delineated on a Sectional Plan attached as Schedule "**C**" and in accordance with the plans as defined in the Act, which building plans are annexed hereto as Annexure "**D**".
- 1.15. "**Sectional Plan**" means the plan drawn for the Erf and Buildings under the STA, approved by the Surveyor-General, and registered in the relevant deeds registry, as outlined in Schedule "**C**".
- 1.16. "**Seller**" means Combined Developers Proprietary Limited Registration Number: 2008/021866/07, means a private company duly registered in accordance with the laws of the Republic of South Africa, herein represented by Director, Wanda Kriek, who warrants her authority hereto. Registered Address: 3rd Floor, Madison Square, Cnr Carl Cronje & Tygerfalls Boulevard, Tyferfalls, Bellville, 7530;
- 1.17. "**Exclusive Use Area**" means that part of the Common Property as indicated to the Purchaser and to be allocated to the Purchaser for his exclusive use and enjoyment as contemplated in section 10(7) of the STSMA once the amended rules are approved by the Body Corporate and registered with the Ombud in terms of the provisions of the STSMA;
- 1.18. "**Signature Date**" means the date on which this Agreement is signed by the latter of the Seller or the Purchaser;

- 1.19. "**Transfer Date**" means the date of registration by the Registrar of Deeds, in the relevant deeds' office, of the transfer of the Property into the name of the Purchaser;
- 1.20. "**The schedules**" means the schedules annexed hereto marked "**A**", "**B**", "**C**", "**D**", "**E**", "**F**", "**G**", "**H**", "**I**", "**J**", "**K**" (if applicable);
- 1.21. "**Unit**" means the section set out on the Sectional Title Plan of the scheme PLUS an undivided share in the Common Property PLUS sole utilization areas as more fully specified in the schedules hereto read in conjunction with the sketch plans also annexed and the building plans;
- 1.22. "**STSMA**" means the Sectional Titles Schemes Management Act 8 of 2011, as amended and include the Regulations issued under the said act;
- 1.23. The head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate;
- 1.24. Words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include females, and words importing persons shall include a juristic person and vice versa;
- 1.25. Where numerical figures are referred to in numerals and words, if there is any conflict between the two, the words will prevail;
- 1.26. Words and expressions defined in the STA and the STSMA will bear the meanings as ascribed to it therein. Subject thereto that where any reference is made in a clause hereof to a provision of the STA, and that provision has been repealed and the subject matter thereof dealt with in terms of the STSMA, then that clause will be read as referring to the relevant provision of the STSMA;
- 1.27. Reference to "days" shall be construed as calendar days unless qualified by the word "Business Day", which shall mean any day other than a Saturday, Sunday or public holiday gazetted by the Government of the Republic of South Africa from time to time. Any reference to "business hours" shall be construed as being the hours between 8.30am and 16.30pm on any business day. Any reference to "time" shall be based upon South African Standard Time.

2. PREAMBLE

- 2.1. The Seller is the registered owner of the Property and will be able to pass transfer of a Unit to the Purchaser.
- 2.2. The Purchaser wishes to purchase a Unit/s in the Development Scheme from the Seller, who wishes to sell a Unit/s to the Purchaser, upon the terms and conditions as recorded below.
- 2.3. What the above means is that the Purchaser will not become the owner of freestanding property and will be the owner of the Unit only and be a co-owner, along with all other owners of Units, in an organisation called a body corporate, of all the common amenities, and the land not built upon, in the Development Scheme.

3. SALE OF UNIT

The Seller hereby sells to the Purchaser who hereby purchases the following immovable Property:

A SECTIONAL TITLE UNIT COMPRISING:	
SECTION NUMBER(S) OF SS:	_____ (known as Unit/Door No _____)
SECTION NUMBER/EXCLUSIVE USE AREA:	_____ (known as Garage No _____)
SECTION NUMBER/EXCLUSIVE USE AREA	_____ (known as Store /Staff Room No____)
SIZE OF UNIT:	_____ m ²
SECTIONAL TITLE NAME:	KOGELBERG SS 33/2021
STREET ADDRESS / KNOWN AS:	Haasendal Road, Kuils River, Cape Town, 7580
MOTHER ERF & SIZE:	Portion 121 (a portion of portion 28) of the Farm Haasendal No. 222, Registration Division Stellenbosch, Western Cape Province 1, 4386 (one comma four three eight six) hectares
<p><i>as shown and more fully described on the registered sectional plan thereof; and an undivided share in the common property in the scheme, in respect of the land building/buildings, apportioned to the said Section in accordance with its participation quota specified in the appropriate schedule endorsed on the sectional plan; and exclusive use and enjoyment of; parking bay / garage / carport together with all improvements thereon (the "Property") upon the terms and conditions as recorded below.</i></p>	

4. PURCHASE PRICE

The purchase price is inclusive of VAT as listed in Schedule "A". In the event of the rate of VAT [which is currently 15% (Fifteen Percent)] increases or decreases after date of signature of this Agreement, and in the event that such increase or decrease is applicable to this Agreement, the purchase price will be increased or decreased accordingly.

5. SUSPENSIVE CONDITIONS

5.1. **Reservation Deposit:** A deposit of **R10, 000.00 (ten thousand Rand)** is payable within **2 (two) Business Days** and is not deductible from the purchase price. This deposit is refundable except under the following circumstances:

5.1.1. The bond application documentation is not received on time;

5.1.2. The Purchaser was untruthful in the mortgage bond application;

5.1.3. Additional debt was incurred by the Purchaser after the mortgage bond was granted, leading to its withdrawal by the bank;

5.1.4. The Purchaser delays the registration process in any manner;

5.1.5. The Seller or his duly appointed agent reserves the right to retain R5, 000.00 (five thousand Rand) of the reservation deposit as an administration fee for liquidated wasted costs. By initialing below, the Purchaser acknowledges awareness of this provision.

5.2. **Additional Deposit:** The additional deposit, as set forth in Schedule "A", or the balance of the purchase price, is payable within **14 (fourteen) Business Days** from the date of mortgage bond approval.

5.3. **Loan Requirements & Loan Terms:** If a mortgage loan amount is specified in Schedule "A", the Purchaser requires a bank to grant a mortgage loan for the amount specified or a lesser amount acceptable to the Purchaser. If such a loan is not granted, this Agreement becomes null and void. The loan must be granted on the bank's normal terms and conditions for a loan of this nature, applicable to the Purchaser's class.

- 5.4. **Mortgage Bond Amount & Final Approval:** The mortgage bond amount, as set forth in Schedule "A", must be approved within **21 (twenty one) Business Days** of the Agreement's signature. This period will automatically extend by an additional **21 (twenty one) Business Days** if the bond is not approved within the initial period, or such later date as the Seller may allow at their sole discretion.
- 5.5. **Additional Deposit Payment:** By the Deposit Due Date (Schedule "A"), the Purchaser(s) must pay the deposit amount as set out in Schedule "A" to the Conveyancer's Trust Account.
- 5.6. **Loan Procurement:** By the Bond Due Date (Schedule "A"), the Purchaser(s) must secure a loan for the amount reflected in Schedule "A" or a lesser amount as applied for or accepted, secured by a mortgage bond to be registered over the Property by a recognized Financial Institution, subject to the institution's terms and conditions. The Purchaser(s) must sign and submit all necessary documentation for the mortgage bond application. Failure to do so will constitute a breach of contract, fictionally fulfilling the suspensive condition. The Purchaser(s) acknowledge:
- 5.6.1. If the bond is granted for a lesser amount upon the Purchaser's request, the condition precedent is deemed fulfilled;
- 5.6.2. If the bond is not granted by the **Bond Due Date**, the due date automatically extends by the days reflected in Schedule "A";
- 5.6.3. The loan is deemed granted on the date the financial institution issues a written approval, quotation, or pre-agreement statement, and further deemed fulfilled upon advice from the mortgagee(s) that the loan has been approved in final form;
- 5.6.4. The Purchaser(s) have the right to waive this condition by the Bond Due Date or the extended period reflected in Schedule "A", for the benefit of the Purchaser(s).
- 5.7. **Cash Deal:** This Agreement is not subject to the suspensive condition described in clause 5.6 if the transaction is a cash deal, meaning the required loan amount in Schedule "A" is not completed or is stated as zero.

- 5.8. **Lapse of Agreement:** If the Suspensive Conditions are not fulfilled or waived by the relevant date for fulfillment (or such extended period as determined by the Seller with written notice to the Purchaser), this Agreement will automatically lapse, becoming of no further force or effect. The Parties will use reasonable endeavors to restore the status quo ante, with no claims against each other arising from the failure to fulfill the Suspensive Conditions. In such an event, the Seller will refund the Purchaser(s) all amounts paid to the Conveyancing Attorneys pursuant to this Agreement within a reasonable period.
- 5.9. **Trust Investment:** All amounts paid on account of the purchase price will be held in trust by the Conveyancer, invested in an interest-bearing account in terms of section 86(4) of the Legal Practice Act. Interest earned will accrue to the Purchaser, paid on the Transfer Date after deducting the Conveyancer's investment fee. The Conveyancer is authorised to invest the funds, and the Purchaser irrevocably authorizes the Conveyancer to appropriate interest accrued to reduce any amounts owing by the Purchaser under this Agreement.
- 5.10. **Investment Requirements:** The Conveyancer can only invest the monies paid to them upon –
- 5.10.1. receiving the required documentation as per the Financial Intelligence Center Act, 38 of 2001; and
 - 5.10.2. the Purchaser signing the necessary documentation for the Conveyancer (or the investing bank) to invest the monies and comply with the bank's investment requirements. By initialing below, the Purchaser acknowledges awareness of this provision.
- 5.11. **Payment Terms:** All payments made by the Purchaser under this Agreement must be paid to the Seller and/or the attorneys free of deduction, set-off, or exchange.
- 5.12. **Payment Protocols:** The Purchaser agrees to sign the Payment Protocols of the Conveyancers (Schedule "H"), which is essential for the successful completion of this Agreement. The Payment Protocols are designed to protect all parties' interests and facilitate a smooth and transparent payment process. By signing the Payment Protocols, the Purchaser confirms their commitment to cooperate and comply with the agreed-upon payment procedures.

6. CLAUSES PERTAINING TO A MORTGAGE BOND

- 6.1. IGrow Home Loans, whom by virtue of their position and expertise can obtain finance for the Purchaser, are hereby appointed by the Purchaser to submit and to process the bond application/s to the relevant financial Institutions.
- 6.2. The Purchaser acknowledges that all applications for the bond will be submitted by IGrow Home Loans to the financial institutions by IGrow Home Loans only. The Purchaser shall take all steps, do all things, and sign all documents required by such originator to pursue any mortgage bond application required in terms hereof.
- 6.3. Should the Purchaser not source his/her bond finance through IGrow Home Loans the Seller and/or IGrow Home Loans reserves the right to claim an amount of **R10,000.00 (ten thousand Rand) inclusive of VAT** as liquidated damages from the Purchaser. Upon request the Purchaser shall pay the amount to the trust account of the Conveyancer and the Purchaser hereby authorises the Conveyancer to pay the amount to the Bond Originator upon transfer of the Property. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.
- 6.4. The Purchaser warrants that he has the requisite financial means to obtain the mortgage bond in the amount indicated and binds his utmost good faith in pursuing mortgage bond finance as aforesaid and ensuring that registration of the mortgage bond is affected by the Conveyancer.
- 6.5. The Seller shall be liable for the bond costs on condition that IGrow Home Loans submits the bond Application, and the authorized bond attorneys are instructed to register the bond.
- 6.6. The Purchaser will be liable for the payment of correspondent fees and disbursements. However, no such fees will be payable by the Purchaser if the documents are signed at any branch of the bond attorneys in the country.

6.7. the Purchaser is aware that if the mortgage bond has been granted this Agreement has become unconditional. If the mortgage bond is withdrawn on his instructions or otherwise before the transfer date, he will remain liable for the provision of guarantees for the balance purchase price. He will be in breach of this Agreement should he fail to provide such guarantees or make payment of the balance purchase price into the trust account within 14 (fourteen) days of the bond so withdrawn. By initialing hereunder, the purchaser acknowledges having been made aware of the nature and effect of this provision.

7. GUARANTEE

7.1. Within 14 (fourteen) days of being called upon to do so by the Conveyancer, the Purchaser shall furnish the Conveyancer with a bank or other irrevocable guarantee issued by a recognized commercial bank acceptable to the Seller for the due payment of all amounts payable in terms of this Agreement, and/or Cash Payment into the trust account of the Conveyancer.

7.2. Withdrawal by a guarantor of the bank guarantee for any reasons whatsoever after being issued shall constitute a material breach by the Purchaser of his obligations to the Seller.

8. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT WITH TENANCY

8.1. Possession and occupation of the apartment shall be transferred to the Purchaser on the date of occupation.

8.2. The Purchaser shall occupy the Property subject to existing tenancy and lease agreements. The Seller shall provide the Purchaser with a copy of the lease agreement upon request. Upon registration of the Property transfer, the Purchaser shall assume the role of Lessor and be bound by the terms of the lease.

8.3. From the date of occupation, the risk and benefit of the apartment shall pass to the Purchaser, who shall be responsible for any incidents and liable for levies and municipal service costs related to the Property.

9. POSSESSION AND DELIVERY, OCCUPATION, RISK AND BENEFIT WITHOUT TENANCY

- 9.1. Possession and occupation, along with all associated benefits and risks, will be transferred to the Purchaser on the Occupation Date. From this date, the Purchaser assumes sole responsibility for the Property, including rates, taxes, levies, insurance, and other charges. If the Seller has paid any charges for a period after the date of possession, the Purchaser will reimburse the Seller for those charges.
- 9.2. If registration of transfer occurs after the date of occupation, the Purchaser shall pay occupational rental to the Seller as specified in Schedule "A", monthly in advance and thereafter on the first day of each month until registration of transfer. No tenancy is created by the Purchaser taking occupation before the transfer date, and the Purchaser must vacate the Property if this Agreement is terminated or canceled. The Purchaser may not make any alterations or additions to the Property before the transfer date.
- 9.3. Late payment penalties of R500.00 per month overdue shall apply to any outstanding occupational rental payments. Additionally, all overdue amounts shall bear interest at 8% per annum above the prime rate applied by Standard Bank, compounded monthly, due and payable on demand.
- 9.4. The Seller may withhold occupation from the Purchaser if any Suspensive Conditions are not fulfilled or if the Purchaser breaches any provisions of this Agreement.
- 9.5. If the offer is canceled for any reason, the Purchaser agrees to vacate the Property immediately, acknowledging that no tenancy has been created by prior occupation.
- 9.6. If any occupational rental remains unpaid on the transfer date, and if IGrow Rentals is the appointed agent, the Purchaser authorises IGrow Rentals to pay the outstanding amount to the Seller from the rental income received under the lease agreement.
- 9.7. The Seller may allow the Purchaser or a third party to occupy the Property before the Transfer Date, provided that –

- 9.7.1. an Occupancy Certificate for the Section has been issued by the Local Authority;
 - 9.7.2. the full Purchase Price has been paid or secured;
 - 9.7.3. the Purchaser has signed all required documentation; and
 - 9.7.4. occupational interest is payable from the date of actual occupation to the date of registration.
- 9.8. Possession is defined as the point at which the risk and benefit of the Property transfer to the Purchaser. This includes the risk of accidental damage or loss, the responsibility to maintain the Property, all associated costs, and the benefits, including entitlement to rental income.
- 9.9. Possession and occupation of the Property shall be transferred to the Purchaser on the occupation date. From this date, the Purchaser assumes all risks and benefits associated with the Property, including liability for levies and municipal service costs.

10. TRANSFER AND TRANSFER COSTS

- 10.1. Transfer shall be passed by the Conveyancer and shall be given and taken as soon as reasonably possible after the fulfilment of the suspensive condition contained herein and the Purchaser having complied with all his/her/its obligations in terms of this Agreement.
- 10.2. The Purchaser shall on demand by the Conveyancers, pay to the Conveyancers such costs as are called for by the Conveyancers from time to time.
- 10.3. Due to the fact that the sale is not subject to transfer duty and no transfer duty will be payable, the Purchaser irrevocably authorises the attorneys to sign declarations to the Receiver of Revenue for purposes of obtaining a Transfer Duty exemption certificate.
- 10.4. The Purchaser shall accept transfer of the Property/s subject to all conditions, rules and servitudes benefiting or burdening the Property, the land and the Development Scheme whatsoever, irrespective of whether they exist at time of signature of this Agreement by the Purchaser or whether they are imposed by any competent authority.

10.5. The Seller records that he shall obtain a rates clearance certificate from the local authority in respect of the Property in terms of section 118(3) of the Municipal Systems Act 32 of 2000. The Seller warrants that when obtaining the rates clearance certificate from the local authority, he shall affect payment of the full debt due to the local authority and shall not limit this to the two years preceding the application for rates clearance figures in terms of Section 118(1) of the Municipal Systems Act 32 of 2000.

10.6. The Purchaser will be required to furnish all information, documentation and sign all transfer and bond registration documents within 7 (seven) days of being requested to do so, as well as secure any further deposit within 48 hours.

11. COMMISSION

11.1. The Seller is responsible to the Agent for payment of agent's commission in accordance with the rates and on terms as has been agreed between them.

11.2. The Purchaser and the Agent warrants to the Seller that the Purchaser was not introduced to the Property or to the Seller by any person other than the Agent and the Agent was the effective cause of the sale of the Property. The Purchaser and the Agent indemnifies the Seller and holds him harmless against any claims for commission that may be made against the Seller by any Estate Agent and/or Agent.

11.3. If the Purchaser fails to carry out his obligations in terms of this Agreement and as a result of such breach this Agreement is cancelled, then and in such event, the Agent shall, without prejudice to the Seller's remedies, have the right to recover Agent's commission directly from the Purchaser who shall become liable therefore in the amount calculated at the rate of 4, 5% (four comma five percent) Plus VAT thereon of the purchase price. By initialing hereunder, the Purchaser acknowledges having been made aware of the nature and effect of this provision.

Seller(s) Initial	Purchaser(s) Initials	Witnesses Initial
-------------------	-----------------------	-------------------

12. CONSENT BY PURCHASER TO PAY "RESERVATION DEPOSIT" TO IGROW

Notwithstanding anything else to the contrary, Purchaser specifically hereby agrees, in accordance with paragraphs 34.6.6 of the Code of Conduct of Property Practitioners Regulatory Authority and hereby instruct the Conveyancer to pay over to IGrow Wealth Investments (Pty) Ltd (IGROW) an amount of R10 000, 00 (Ten Thousand Rand) being the entire reservation deposit paid by Purchaser to the Conveyancer. Purchaser is made aware that the reservation deposit will for this reason not be invested. Such payment shall only be payable by the Conveyancer to IGROW once the Conveyancer has received proof that Purchaser's mortgage bond application relating to such purchase has been approved and the balance purchase price is secured to the satisfaction of the Conveyancer, or should Purchaser forfeit the reservation deposit as provided for. It is furthermore an express condition, that in the event Seller fails to pass transfer of the property into the name of Purchaser within 36 (thirty-six) months from date of signature of this Agreement and Purchaser cancels the said Agreement as per any cancellation clauses in this Agreement, IGROW shall upon demand be obliged to repay such reservation deposit without set-off or any deductions into Purchaser's nominated bank account.

13. CONDITIONS APPLICABLE PENDING TRANSFER

13.1. From the occupation date until the transfer date, the following conditions shall apply:

13.1.1. Unless inconsistent with the provisions of this Agreement, the provisions of Section 19 of the Sectional Titles Management Act (which deals with the functions of bodies corporate) shall apply;

13.1.2. the provisions of the rules insofar as they cast any duty upon the owner or occupier of a Property shall bind the Purchaser and be enforceable by the Seller;

13.1.3. the Purchaser will permit any authorized person in writing by the Seller or its agent/s or its employee/s at all reasonable hours on notice, except in the case of emergency (when no notice shall be required), to enter the Property for the purpose of inspection, maintenance, and repairs;

13.1.4. the Purchaser may –

13.1.4.1. only use the Property for residential purposes;

- 13.1.4.2. maintain the interior of the Property in a fit and proper condition as it was on the occupation date; and
- 13.1.4.3. the Purchaser may not make any alterations or additions whatsoever to the Property and/or the Exclusive Use area without the prior written consent of the Seller.
- 13.1.5. the Purchaser shall be responsible for any damage caused to the Property by the Purchaser or any person claiming access of occupation through him;
- 13.1.6. the Purchaser shall be responsible for and pay to the Seller promptly and on demand all costs of electricity and water consumed in the Property as separately metered or alternatively, if no separate meter is applicable in respect of the water, then on a pro rata basis as determined by the Seller relating to the Property for periods after the occupation date.
- 13.1.7. the Purchaser will not sell/dispose of the Property before transfer;
- 13.1.8. if, before transfer of the Property to the Purchaser, the Property is destroyed or damaged to such extent that in the opinion of the Seller it is uneconomical to reinstate the Property then this sale shall be cancelled, provided that such damage or destruction was not caused as a direct result of an act or omission by the Seller. In such event all amounts which may have been paid by the Purchaser to the Conveyancer and the Agent under the provisions of clause 5 hereof together with interest earned thereon shall be refunded to the Purchaser and the Purchaser shall have no further claims against the Seller. If the Property is destroyed or damaged due to the actions of the Purchaser, then the provisions of this clause shall not apply.
- 13.1.9. the Purchaser shall be responsible for and pay to the Seller promptly and on demand all municipal charges relating to the Property for periods after the occupation date.

14. LEVIES, MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION, MANAGING AGENTS, AND MANAGEMENT AND CONDUCT RULES

- 14.1. The Property is sold in accordance with the Sectional Plan and the Participation Quota endorsed thereon relating to the building, including any alterations made in accordance with the provisions of the Sectional Titles Act.
- 14.2. The Purchaser acknowledges that upon transfer of the Property into his name, he will become a member of the Kogelberg Body Corporate established for the building and will assume liability for contributions to the fund established under the Sectional Titles Act and the Rules for the Administration of the Property, commonly known as the Body Corporate Rules, as amended from time to time.
- 14.3. The Seller shall, as soon as reasonably possible after the signature hereof, provide the Purchaser with the latest Rules and Regulations of the Body Corporate and the most recent Financial Statements for the Body Corporate of the Sectional Title Scheme of which the Property forms part.
- 14.4. The Seller shall be liable for any Special Levies imposed by the Body Corporate for special maintenance, electronic security installation, or other items up to the date of the Agreement of Sale, even if such payments are due later. Any Special Levy imposed after the date of signature of this Agreement shall be paid by the Purchaser.
- 14.5. The Purchaser acknowledges awareness of the Management and Conduct Rules registered for the scheme. Upon transfer of the Property, the Purchaser shall automatically become and remain a member of the Mooiberge Master Property Owners' Association ("the Association") and a Sub-member of the Sub-Association known as Kogelberg Body Corporate, bound by their respective constitutions and management and conduct rules, until ceasing to be an owner of the Property. The Purchaser and their successors in title are bound by the terms, conditions, and obligations imposed by the Sectional Titles Act and the duties and powers of the Association.
- 14.6. The current monthly contribution for the section and allocated portions of the Common Property is detailed in Schedule "A" and Schedule "K". The Seller warrants that, as of the date of acceptance of this offer, there are no known impending special levies. In the event that the Association imposes a special levy after acceptance of this offer, the Purchaser shall be responsible for and must promptly pay such levy when it becomes due.

14.7. From the date of occupation, the Purchaser shall bear all levies and other charges related to the Property, while the Seller shall be liable for such levies and charges prior to this date.

14.8. The rules adopted pursuant to the Sectional Titles Schemes Management Act (STSMa), as amended by the Seller, govern the development. These management and conduct rules are attached hereto as Schedule "J" and promote considerate conduct among property owners while regulating the procedural operations of the Body Corporate.

14.9. These rules benefit all Property owners and residents in the Sectional Title Scheme.

14.10. The Purchaser commits to complying with these rules and ensuring that any residents of their Property do the same.

14.11. The Purchaser acknowledges having read and understood the rules.

14.12. The Purchaser must obtain written consent from the Association/Body Corporate and Combined Developers (Pty) Ltd to sell the Property. Subsequent owners must also obtain consent for future sales. The deeds office will not transfer the Property without these consents (See also clause 33).

14.13. The Purchaser acknowledges familiarity with the rules referenced in Section 10 of the STSMa, published in Government Gazette 40335 of October 7, 2016. These rules are available on the website at <https://www.csos.org.za/regulations>, and a copy will be provided upon request. By initialing below, the Purchaser confirms awareness of the nature and effect of this provision.

15. COMPLIANCE CERTIFICATES

All compliance certificates are to be applied for and obtained as a matter of urgency, that the Seller authorises the payment of the compliance certificates from the proceeds of sale unless the contractor or contractors determine otherwise.

16. ELECTRICAL COMPLIANCE CERTIFICATES

- 16.1. The Seller undertakes to obtain from an accredited person, at his expense, an Electrical Certificate of Compliance (“ECC”) and an Electric Fence System Certificate of Compliance (“EFSCOC”) (if applicable) relating to the Property in accordance with the provisions set out in the Regulations to the Occupational Health and Safety Act No.85 of 1993 as amended. The ECC and EFSCOC shall be delivered to the Conveyancing Attorneys prior to the date of occupation or the date of lodgment of the transfer documents at the Deeds Office, whichever date is the sooner.
- 16.2. The Seller warrants that no additions or alterations to the electrical / electric fence system installation have or will be affected after the date of issue of the ECC / EFSCOC.
- 16.3. After delivery of the ECC / EFSCOC, the Purchaser(s) shall have no further claims against the Seller in relation to the electrical / electric fence system installation.
- 16.4. Should the Seller fail to furnish the Certificate(s) as required, the Purchaser(s) shall be entitled to obtain same, and the Seller hereby authorizes the Conveyancing Attorney to reimburse the Purchaser(s) by deducting the costs thereof from the net proceeds of the sale.

17. PLUMBING CERTIFICATE FOR PROPERTIES WITHIN THE CITY OF CAPE TOWN MUNICIPALITY

- 17.1. In terms of clause 14(1) of the City of Cape Town's Water By-law the Seller must, before transfer, submit a certificate from an accredited plumber certifying that:
 - 17.1.1. the water installation conforms to the national Building Regulations and this By-law;
 - 17.1.2. there are no defects;
 - 17.1.3. the water meter registers; and
 - 17.1.4. there is no discharge of storm water into the sewer system.

18. FIXURES AND FITTINGS

The Property is sold with all fixtures and fittings of a permanent nature, which the Seller warrants are fully paid for and owned by the Seller and includes Light fittings, stoves, and electric fittings.

19. VOETSTOOTS

The Property is sold voetstoots and the Seller shall not be liable for any defects, patent (obvious flaws) or latent (hidden / undisclosed) or otherwise in the Property or for any damage occasioned to or suffered by the Purchaser by reason of such defect. The Purchaser admits having inspected the Property to his satisfaction and that no guarantees or warranties of any nature were made by the Seller or his agent regarding the condition or quality of the Property or any of the improvements thereon or accessories thereof.

20. RENTAL MANAGEMENT

- 20.1. The Seller hereby consents that the Property may be let to a suitable tenant with effect from the Occupation Date if the Purchaser does not intend occupying the Property himself.
- 20.2. The Purchaser hereby appoints the SA Investor Rentals Proprietary Limited, Registration Number: 2014/186623/07, trading as IGrow Rentals, as its sole and exclusive Agent to procure and place tenants in the Property and act as his rental Agent for period of 3 (three) years from the Occupation Date / Registration Date whichever appears latest on the terms and conditions of IGrow Rentals standard rental management agreement from time to time.
- 20.3. The Purchaser hereby agrees that should the Purchaser not appoint IGrow rentals as rental Agent any additional discounts/payments including "Rental Assist", granted to the Purchaser by the Seller will be forfeited.

21. REFUND TO THE PURCHASER

- 21.1. The Purchaser shall be entitled to a refund of all amounts paid in lieu of the Reservation Deposit and the balance of the purchase price should this Agreement be cancelled due to the breach of this Agreement by the Seller.
- 21.2. The Agent shall refund to the Purchaser's nominated bank account that portion of the commission paid by the Conveyancer to the Agent as commission as contemplated in clause 11.

21.3. The Conveyancer shall refund to the Purchaser's nominated bank account such amounts as remain in trust with the Conveyancer after deduction of a portion of the interest accrued liable to the Legal Practitioners' Fidelity Fund in terms of Section 86(5)(b) of the Legal Practice Act and the attorney's investment fee.

21.4. The Purchaser shall have no recourse against the Seller and/or the Conveyancer for the reimbursement of any monies paid over by the Conveyancer to the Agent in terms of his commission.

22. NOTICES OF SERVICE

22.1. The Seller's address for service of legal process is stated on Schedule "A".

22.2. The Purchaser's address for service of legal process is stated on Schedule "A".

22.3. Any notice in terms hereof may be delivered to the other party ("the recipient") by hand or E-mail.

22.4. Any notice given by a party to the other which:

22.4.1. Is delivered by hand, to a responsible person, during ordinary business hours, at the physical address provided will be presumed to have been received (unless the contrary is proved by the addressee) on the day and time of delivery; or

22.4.2. is sent by email to the E-mail address specified will be deemed (unless the contrary is proved by the addressee), to have been received on the first business day after transmission.

22.5. Where in terms of this Agreement any communications are required to be in writing the term writing will include communications by E-mail.

22.6. Each of the parties will be entitled from time to time, by written notice to the other party to change his domicile to any other address within the Republic of South Africa which is not a post office box or poste restante. The changed address will be affective after 14 (fourteen) days of such change.

23. BREACH AND CANCELLATION

23.1. If either Party ("the Defaulting Party") fails to pay any amount, or fails to provide the guarantee(s) required in terms of this Agreement on the due date, or commits a breach of any other of the terms and conditions of this Agreement then the other Party ("the Aggrieved Party") will be entitled to give the Defaulting Party 5 (five) Business Days (unless the transaction has already been lodged at the deeds office for registration, in which event the notice period will be reduced to 24 (twenty-four) hours written notice to remedy such breach. Should the Defaulting Party fail to comply with such notice, the Aggrieved Party shall be entitled, without prejudice, to any other rights and remedies that it may have in law, including the right to claim damages to:

23.1.1. hold the defaulting party to the contract and demand fulfilment of his obligations in terms thereof; or

23.1.2. cancel the Agreement without prejudice to the Aggrieved party's rights without any further notice and claim damages suffered because of such breach. If the cancellation was due to the Purchaser's breach the Seller shall be entitled to:

23.1.2.1. Retain all amounts paid by or on behalf of the Purchaser on account of the purchase price as liquidated damages; and/or

23.1.2.2. claim all damages suffered by the Seller by reason of such breach, in which event the parties hereby agree that the Seller shall be entitled to retain any amounts paid under this Agreement in reduction of such damages sustained by the Seller without prejudice to the Seller's rights to claim the balance of such damages from the Purchaser.

23.2. If the Purchaser disputes the Seller's right to cancel and/or remains in occupation of the Property after the date of cancellation or purported cancellation, the Purchaser shall continue to pay occupational interest as herein provided in consideration for continuing to occupy the Property.

23.3. Suppose the Seller institutes legal proceedings against the Purchaser due to his failure to fulfill his obligations in the Agreement. In that case, the Purchaser acknowledges that he will be liable for all legal costs, including collection commission, incurred by the Seller on an attorney and client scale.

- 23.4. Where the Purchaser has forfeited the Deposit, and other amounts in favour of the Seller or the Sellers have become entitled to retain the Deposit or different amounts paid to the Trust Account, the Conveyancer will be obliged to pay such charges to the Seller on demand.
- 23.5. Upon cancellation of this Agreement the Purchaser/all persons occupying the Property through him will vacate the Property within 24 (twenty-four) hours of cancellation, and the Seller shall immediately be entitled to resell the Property.
- 23.6. If the Purchaser causes an unjustified delay in the registration of the Property and/or bond, which delay results in the relevant documentation not being lodged for registration in the deeds registry, the Seller will have the right, without prejudice to any other right or remedy he may have in law (including but not limited to the right to claim damages) to either: immediately cancel this Agreement or claim specific performance of the terms and provisions of this Agreement.
- 23.7. Notwithstanding anything stated to the contrary herein, the Purchaser shall be entitled to cancel this Agreement by written notice to the Seller if the Seller fails to pass transfer of the Property into the Purchaser's name within 36 (thirty-six) months from the Signature Date. In this event, the Purchaser shall be entitled to a refund of the Reservation Deposit and other amounts (if applicable).
- 23.8. Should the contract be cancelled by agreement the Purchaser shall remain liable for costs incurred which costs cannot be recovered from a subsequent purchaser as liquidated damages. Such costs shall include but not be limited to the wasted costs for preparing and drafting documentation not exceeding R5, 000.00 (Five Thousand Rand).
- 23.9. Should the sale be cancelled after complying with the suspensive conditions due to the failure of the Purchaser in carrying out any of his obligations in terms of this Agreement the Seller reserves the right to claim from the Purchaser who will be liable to the Seller for payment on demand of a cancellation fee of up to 5% (five percent) of the Purchase Price as wasted costs as well as Agent's commission as liquidated damages.

23.10. The reservation deposit or part thereof shall be used by the Seller/Agent to recover the costs Seller and Purchaser authorise the Conveyancer to pay the amount due to the Agent/Seller from the Conveyancer's trust account within 5 (five) days of the cancellation of the Agreement.

24. DISPUTE RESOLUTION AND ARBITRATION

24.1. A dispute concerning this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by:

24.1.1. negotiation; failing which

24.1.2. mediation; failing which

24.1.3. arbitration.

24.2. Within 10 (ten) Business Days of notification, the parties must seek an amicable solution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 (fifteen) Business Days.

24.3. If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) (AFSA).

24.4. If mediation fails, the parties must refer the dispute within 15 (fifteen) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Johannesburg or Cape Town under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

24.5. These clauses shall not prevent any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator. The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to herein.

- 24.6. The Parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either Party, by written notice, require the arbitration to be held on an urgent basis. In such event either Party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 24.7. The arbitration shall be held at Johannesburg or Pretoria with only the legal and other representatives of the Parties to the dispute present there at and otherwise in terms of the Arbitration Act, unless otherwise provided for herein. The arbitrator shall be a practicing advocate of the Johannesburg or Pretoria Bar of at least ten years' standing, appointed by agreement between the parties to the dispute. Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice the arbitrator shall be appointed by the Chairperson of the Bar Council at the request of either Party to the dispute.
- 24.8. The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the High Court, at the instance of any of the parties to the dispute.
- 24.9. If a party to a dispute wishes to appeal the decision of the arbitrator, such party shall apply to the arbitrator for leave to appeal within 14 (fourteen) days from the date of the decision of the arbitrator.
- 24.10. If a party to the dispute is granted leave to appeal the decision of the arbitrator, such appeal shall be held before 3 (three) arbitrators appointed in accordance with clauses 25.4 and 25.5, it being agreed that for the purposes of appeal the appointed arbitrators may include a retired judge otherwise appointed.
- 24.11. If a party to the dispute is granted leave to appeal the decision of the arbitrator such party shall furnish security for the costs of the appeal in an amount of R100 000 (One Hundred Thousand Rand) within 30 (thirty) days from the date on which leave to appeal is granted. Should the relevant party fail to furnish security to this effect the leave to appeal shall lapse and the prospective appellant will no longer be entitled to proceed with an appeal and the arbitrator's decision will be final and binding upon the Parties.
- 24.12. The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

25. CONSUMER PROTECTION ACT, 68 of 2008 (THE CPA) AND DIRECT MARKETING AND COOLING OFF

- 25.1. The Seller declares that it is selling the Property in the ordinary course of its business, and specific provisions of the Consumer Protection Act 68 of 2008 ("CPA") may be applicable.
- 25.2. Insofar as the CPA governs this Agreement, the Parties' record that the Purchaser(s) has been expressly informed by the Seller that the Property was offered in the specific condition as agreed to between the Parties in the Disclosure Form attached hereto as Schedule "E" and that the Purchaser(s) expressly agrees to accept the Property in the condition indicated on the Disclosure Form.
- 25.3. The Purchaser(s) confirms that the Seller has made no representations and gives no warranties in respect of the Property other than those indicated in the Agreement and the Disclosure Form.
- 25.4. The Purchaser(s) declares that he was granted fair and ample opportunity to inspect the Property and has further familiarised himself with the surroundings of and to the Property, which the Purchaser(s) has done to the Purchaser's satisfaction prior to signing the Agreement.
- 25.5. The Seller and Purchaser acknowledge that it is in the ordinary course of business of the Property practitioner to market various immovable properties. The Estate Agent's primary function is to introduce parties to each other and to assist parties with advice, which advice is primarily intended to facilitate the smooth transfer of immovable properties into the names of purchasers. The Estate Agent is as such a supplier of an advisory service aimed at facilitating the conclusion and successful completion of the Agreement of Sale between the Seller and Purchaser. The Estate Agent is not the supplier of the Property and as such does not and cannot take any legal liability for the condition of the Property. The Estate Agent thus accepts responsibility for the facilitation service provided by the Estate Agent and for providing honest and just advice at a fair, just, and reasonable price but does not accept any liability for the condition of the Property.

25.6. The Purchaser acknowledges that all clauses that limits the risk or liability of the Seller and/or impose an obligation on the Purchaser to indemnify the Seller have been marked in bold and the Purchaser therefore acknowledges that:

25.6.1. This Agreement has been fully explained to him and he understands his rights and obligations contained herein; and

25.6.2. he is aware of the importance of the wording printed in bold; and

25.6.3. he may refer the Agreement to an independent third party to secure independent advice prior to signing the Agreement.

25.7. In terms of Section 16 of the Consumer Protection Act 68 of 2008, if the Purchaser entered into this Agreement as a result of direct marketing, meaning that the Purchaser was directly or indirectly approached either in person or by mail by the Seller/Seller's Agent for the purpose of promoting or offering to supply, in the ordinary course of business, the sale of the Property hereby sold, the Purchaser would have been entitled to cancel this Agreement without reason or penalty by written notice within 5 (five) days after the Signature Date, or within 5 (five) Business Days after delivery of the Property.

25.8. The Seller will not enter into this Agreement if the Agreement resulted from direct marketing. The Purchaser therefore warrants that this Agreement is not entered into because of direct marketing.

26. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 of 2013 ("POPIA")

26.1. The Seller(s) and Purchaser(s) to this Agreement irrevocably consent to the collection, recording, storing, and processing of their personal information contained in this Agreement in terms of the Protection of Personal Information Act No. 4 of 2013 ("POPIA") by the Property Practitioner.

26.2. The Parties further irrevocable accept and agree that such personal information will be shared with or made Attorneys, mortgage bond originators, bond registration attorneys, mortgagees, sheriffs, bond cancellation attorneys, financial institutions, SARS, bridging finance companies, the local authority, body corporates, homeowner's associations, rates clearance agents, Master of the High Court, master's office agents and courier companies or third-party consultants, when required.

26.3. The Property Practitioner shall retain the Party's personal information for as long as is necessary to give effect hereto and in compliance with any legislation such as FICA and the Property Practitioners Act 22 of 2019.

26.4. The Parties have the right to object to the collection, recording, processing, and retention of personal information, save for such information which must be retained by the Property Practitioner in compliance with their statutory obligations. The Parties have the right to request that their personal information be corrected or updated and lodge a complaint with the Information Regulator.

27. RIGHT OF EXTENSION

It is recorded that the Seller has reserved the right to extend the scheme in phases, in terms of Section 25 of the Sectional Titles Act. This means that the Seller may build on to the development at some time in the future. The Purchaser understands and agrees that he might have to endure the inconvenience of on-going construction activities on the site and furthermore accepts that any amenities serving the whole development, or improvements of the common.

28. JOINT AND SEVERAL LIABILITY

28.1. If this Agreement is concluded with more than one Purchaser, the liability of all such Purchasers to the Seller shall be joint and several in solidum.

28.2. The parties warrant that all written consents required by the Matrimonial Property Act 88/1984 in respect of this Agreement or any matters arising therefrom or in terms hereof have or will be given.

29. COMPANY TO BE FORMED

29.1. In the event of the Purchaser signing this Agreement in his capacity as trustee for a company to be formed and the Purchaser fails within 20 (twenty) days from date of acceptance and confirmation of this Agreement to register such company having as one of its objects the ratification and adoption of this Agreement, or such company fails to adopt or ratify this Agreement within 15 (fifteen) days after date of its incorporation, then in such an event the Purchaser shall be deemed as from the date thereof to have entered into this Agreement in his personal capacity and to have acquired all the rights and obligations of the Purchaser under this Agreement.

Seller(s) Initial	Purchaser(s) Initials	Witnesses Initial
-------------------	-----------------------	-------------------

29.2. In the event of such company being registered and duly adopting or ratifying this Agreement, or the nomination effected, then the Purchaser by his signature hereunder, shall be deemed to bind himself to the Seller as surety and co-principal debtor in solidum with such company for the due performance by it as Purchaser of the terms, conditions and obligations arising out of this Agreement.

30. COMPANIES, CLOSE CORPORATIONS, ASSOCIATIONS OR TRUSTS

30.1. Should the Purchaser be a company, close corporation, association or trust, the person signing this Agreement on behalf of such Purchaser, by his signature hereto interposes and binds himself as surety for and co-principal debtor with the Purchaser for the due and proper discharge of all its obligations arising from this Agreement.

30.2. If any individual purports to be representing another person including a company, close corporation, association or trust, and signs this Deed of Sale on that basis, that individual shall by signing this Agreement on behalf of such other person be held personally liable for the due and proper discharge of all the Purchaser's obligations in terms of this Deed of Sale and that individual shall be deemed to be the Purchaser where such other person does not exist at the time of signing this Agreement by that individual.

31. RESALES

31.1. Until the Seller has sold all the properties in the development, the Purchaser is prohibited from selling or otherwise disposing of the Property purchased under this Agreement, except in favor of the Bank if the Purchaser breaches the loan agreement with the Bank. However, the Seller may grant the Purchaser written permission to sell before that date under exceptional circumstances, provided there is due motivation and proof.

31.2. The Purchaser shall ensure and warrant that any subsequent agreement relating to the sale, alienation, or disposal of the unit includes this clause. Regardless of any such resale, the Purchaser guarantees that his financial commitments will remain available and in place at all times and is obligated to take transfer of his unit. The Purchaser is not entitled to pass transfer to a new purchaser simultaneously when taking transfer of his unit.

32. ROUWKOOP

In the event of the Purchaser cancelling this Agreement on any ground whatsoever (except for cancellation contemporaneous with the breach of this Agreement pursuant to clause 23 herein), the Purchaser shall forfeit its deposit and shall be liable for the Seller's incurred costs and expenses, including without limitation, all commitments to the Seller's appointed Conveyancers, Estate Agents and/or any other Service Provider, all as determined by the Seller.

33. TITLE CONDITIONS

33.1. The following special conditions imposed by the Association and Combined Developers (Pty) Ltd, will be registered against the title deed of the Property, which are binding on the Transferee(s) and its Successors in Title, namely:

Restriction on Alienation:

- i. *Upon registration of transfer of the property, or of any subdivided portion thereof, the transferee and any person who has an interest therein, shall become and shall remain a member of the MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION ("the Association") and ipso facto a Sub-member of the Sub-Association and be bound by the provisions of its respective constitutions and management and conduct rules (whichever is applicable), until he/she/it ceases to be an owner of the aforesaid property. Neither the property nor any subdivided portion thereof shall be transferred to any person who has not bound himself/herself/itself to become a member of the Association to its satisfaction.*
- ii. *The owner of the property or any subdivided portion thereof, or any person who has an interest therein, shall not be entitled to alienate or transfer the property without the prior written consent of the Association and the issue of a clearance certificate that all amounts owing to the Association and Sub-Association by the owner, have been paid in full and that the Sub-Member/Occupant is not in breach of the Constitution which consent will not be unreasonably withheld.*

iii. The owner of the property or any subdivided portion thereof, or any person who has an interest therein, shall not be entitled to alienate or transfer the property without the written consent of the developer being COMBINED DEVELOPERS PROPRIETARY LIMITED Registration Number 2008/021866/07, or its successors in title, which consent will not be unreasonably withheld. This condition is to ensure that the standards and the condition of the development is upheld and safeguarded as intended by the developer.

33.2. By registering these conditions against the title deed of the property, it allows the developer and the Association to uphold and safeguard the standard and condition of the development as intended, and it ensures compliance by the owners of all the estate rules and architectural guidelines pertaining thereto, which in turn shall also be to the benefit of the owners.

34. MOOIBERGE MASTER PROPERTY OWNER'S ASSOCIATION

34.1. All purchasers will become a member of the MOOIBERGE MASTER PROPERTY OWNER'S ASSOCIATION ('the Association') upon registration of transfer and the Purchaser hereby agrees to remain a member for as long as the Purchaser is the registered owner of the Property. As a member of the Association, the Purchaser will be bound by the provisions of the Constitution of the Association.

34.2. The Purchaser warrants and undertakes that he/she shall take all such steps which are necessary to familiarise himself with the Constitution of the Association, which constitution is attached hereto and marked as "I", as amended from time to time and any regulations, by-laws and resolutions passed by the Association from time to time.

35. GENERAL

35.1. All the terms of this Agreement between the parties are recorded in this written contract. No variation of this Agreement and no cancellation by agreement shall be binding on the parties unless such variation or cancellation is written down and signed by the parties hereto.

35.2. No extension of time or indulgence which either party might grant to the other shall have any effect on the rights which either party might have in terms of the Agreement. Should either party not strictly enforce their rights under the contract this will not amount to a waiver of such a right, and it shall also not be regarded as creating a new or varied agreement.

Seller(s) Initial	Purchaser(s) Initials	Witnesses Initial
-------------------	-----------------------	-------------------

- 35.3. The Purchaser warrants that he is fully up to date with all his obligations to the South African Revenue Services and that he will remain so until the Property/s is transferred to him. The purpose of this warranty is to ensure that there are no tax defaults that might delay the acquisition of a transfer duty receipt/exemption certificate from the South African Revenue Service or serve to cause the bank granting mortgage finance to the Purchaser [if applicable] to withdraw the mortgage finance offered.
- 35.4. The Purchaser records, in the space provided in Schedule "A", all of the representations and promises that have been made to him by the Seller and/or the Agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this Agreement.
- 35.5. The Purchaser warrants that no other representations have been made to him which has caused the Purchaser to enter into this agreement.
- 35.6. The Seller shall be entitled, on written notice to the Purchaser, to amend and/or vary the terms and conditions of this Agreement as a result of any application of existing, new and/or amended law(s), rule(s), ordinance(s), tax(es), statute(s), requirement(s), code(s) and regulation(s) of all governmental authorities applicable to this Agreement.
- 35.7. It is recorded that all marketing materials are for visualisation purposes only and subject to change. The look of the final product may differ. The Seller will not be held bound by the contents of marketing materials, nor be held liable for any deviations.

36. PROPERTY PRACTITIONERS ACT 22 OF 2019 ("PPA")

- 36.1. The attached Schedule "E" contains the mandatory disclosure form required under section 67 of the Property Practitioners Act 22 of 2019, pertaining to the Property. This form must be completed and signed in its entirety.
- 36.2. The Purchaser is once again alerted to the fact that by signing this Agreement the Purchaser will, on signature by the Seller, be contractually bound to an agreement with the Seller. The Purchaser should therefore not sign this Agreement until the Purchaser has carefully considered the merits of the Agreement and allowed enough time for this consideration. As already mentioned on the first page of this Agreement the Purchaser must ask for an explanation for any portion of this Agreement which the Purchaser does not understand and preferably get the explanation in writing. The portions of the Agreement that are in bold print are especially important.

37. FINANCIAL INTELLIGENCE CENTRE ACT 38 OF 2001 ("FICA")

- 37.1. Both the Seller and the Purchaser acknowledge and agree to comply with the requirements of the Financial Intelligence Centre Act (FICA) and any relevant regulations or guidelines issued thereunder, as applicable in the Republic of South Africa.
- 37.2. The Seller and the Purchaser agree to provide any necessary information, documents, or records as required by FICA or any other applicable anti-money laundering or counter-terrorism financing laws, regulations, or requirements.
- 37.3. Furthermore, the Seller and the Purchaser agree to cooperate fully and promptly with each other to ensure compliance with FICA obligations, including but not limited to the verification of identities, the reporting of suspicious transactions, and the retention of records.
- 37.4. In the event of any non-compliance with FICA obligations, the party at fault shall be solely responsible for any resulting consequences, penalties, fines, or liabilities imposed by the relevant authorities.
- 37.5. The attached Schedule "G" is the mandatory Purchaser's FICA Declaration in respect of the Property, of the Financial Intelligence Centre Act, which must be fully completed and bear the necessary signatures.

38. SCHEDULES

The attached schedules form part of the Agreement between the parties:

- 38.1. Schedule "A" – Information Schedule;
- 38.2. Schedule "B" - Site Development Plan;

- 38.3. Schedule "C" - Sectional Title Plans;
- 38.4. Schedule "D" – Approved Building Plans;
- 38.5. Schedule "E" - Disclosure Schedule in terms of the Property Practitioner's Act, 22 of 2019;
- 38.6. Schedule "F" - Consent Form in terms of the Protection of Personal Information Act 4 of 2013;
- 38.7. Schedule "G" - FICA Declaration in terms of the Financial Intelligence Act No. 38 of 2001;
- 38.8. Schedule "H" - Payment Protocols Form;
- 38.9. Schedule "I" - Mooiberge Property Home Owners Association Constitution;
- 38.10. Schedule "J" - Kogelberg body Corporate Management & Conduct Rules;
- 38.11. Schedule "K" - Levy Schedule;

39. OFFER

39.1. This Agreement, once signed by the Purchaser, shall be regarded as an offer by the Purchaser and shall be irrevocable and open for acceptance by the Seller for 10 (ten) days calculated from the date of signature by the Purchaser and may not be withdrawn by the Purchaser during the aforesaid 10 (ten) day period.

39.2. The Purchaser is once again alerted to the fact that by signing this Agreement the Purchaser will, on signature by the Seller, be contractually bound to an agreement with the Seller. The Purchaser should therefore not sign this Agreement until the Purchaser has carefully considered the merits of the Agreement and allowed enough time for this consideration. As already mentioned on the first page of this Agreement the Purchaser must ask for an explanation for any portion of this Agreement which the Purchaser does not understand and preferably get the explanation in writing. The portions of the Agreement that are in bold print are especially important.

40. SIGNATURES

40.1. Witness signatures are for evidentiary purposes only. If a party to the Agreement avers that he did not sign, the person who witnessed the party signing can confirm the signature.

40.2. For your own safety it is therefore advised that you sign the Agreement in the presence of a competent witness. Subject to the bank's approval, failure to witness the Agreement will not affect its validity thereof.

SIGNED at _____ on this ___ day of _____ 20___, for and behalf of THE SELLER who warrants that he/she is duly authorised thereto.

SELLER

Full name

Signature

Capacity of signatory

ID Number of signatory

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

I/We, the property practitioner, herewith warranting a valid Fidelity Fund Certificate issued to me in terms of the Property Practitioner's Act No. 22 of 2019, as at the date of signature hereof and accepting the benefits hereof:

Name of Property Practitioner
(Registered as such with the PPRA)

Signature

SIGNED at _____ on this ___ day of _____ 20___, for and behalf of THE PURCHASER who warrants that he/she is duly authorised thereto.

PURCHASER

Full name

Signature

Capacity of signatory

(also, as Surety and co-principal debtor)

ID Number of signatory

Co-Purchaser (if applicable)

Full name

Signature

Capacity of signatory

(also, as Surety and co-principal debtor)

ID Number of signatory

PLEASE DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE HAD A PROPER OPPORTUNITY TO READ AND UNDERSTAND THE AGREEMENT. IF YOU DO NOT UNDERSTAND ANY PART OF THE AGREEMENT, ASK FOR AN EXPLANATION. YOUR ATTENTION IS SPECIALLY DRAWN TO THE PORTIONS OF THE AGREEMENT IN BOLD TEXT AS THEY EITHER BRING SPECIAL RESPONSIBILITIES TO YOU OR LIMIT THE OBLIGATIONS OF THE SELLER TO YOU.

The Purchaser's spouse, if the Purchaser is married in community of property or according to the laws of a country other than the Republic of South Africa, by signature hereof accepts the purchase of the Property, and, if a mortgage bond is required, consents to the mortgage of the Property. This is not required if the Purchaser is married out of community of property.

.....

Spouse

.....

Spouse

AS WITNESSES:

1.

Full name

Signature

Capacity of witness

ID Number of witness

2.

Full name

Signature

Capacity of witness

ID Number of witness

SCHEDULE "A" to Sale Agreement for KOGELBERG, MOOIBERGE

SELLER: COMBINED DEVELOPERS (PTY) LTD
(REGISTRATION NO: 2008/021866/07)

ADDRESS: 3rd Floor, Madison Square, Cnr Carl Cronje & Tygerfalls
Boulevard, Tyferfalls, Bellville, 7530.

E-MAIL ADDRESS: wanda@combineddev.com

TEL: 021 9148 066

FAX: 021 914 7889

FULL NAMES OF PURCHASER: _____
RESIDENTIAL AND POSTAL
ADDRESS OF PURCHASER: _____

Email address: _____

Date of Birth: _____

Identity/Registration No: _____

Marital Status: Married according to S.A. Law **YES/NO**
Out of Community of Property / In Community of Property
Married according to Foreign Law being the Laws of:

[Complete/Delete appropriately]

Date and Place of Marriage: _____

If married in community of property, full names of Spouse:

Telephone Number: (WORK) _____

(HOME) _____

(CELL) _____

TRANSACTION INFORMATION	
PURCHASE PRICE OF UNIT INCLUSIVE OF VAT:	R
VAT PORTION OF PURCHASE PRICE:	R
TRANSFER COSTS FEES:	R
VAT ON TRANSFER COSTS:	R
TRANSFER COSTS DISBURSEMENTS	R
TOTAL TRANSFER COSTS	R
TOTAL PRICE OF TRANSACTION, INCLUDING APPLICABLE TAXES:	R
RESERVATION DEPOSIT AMOUNT:	R10, 000.00
RESERVATION DEPOSIT DUE DATE:	
ADDITIONAL DEPOSIT AMOUNT	R
ADDITIONAL DEPOSIT DUE DATE:	R
BOND AMOUNT:	R
BOND DUE DATE:	
<p>[if left blank then this agreement shall not be subject to the granting of a bond]</p> <p><i>The loan to be finally approved within 21 (twenty-one) days of signature of the agreement. The 21-(twenty-one) day period will automatically be extended with a further 21 (twenty-one) days if the bond is not approved within the first mentioned period, or such extended date as the Seller in his sole discretion may allow</i></p>	
LEVY PER MONTH:	R
INCLUSIVE/EXCLUSIVE OF VAT IN AN AMOUNT OF	R
ADDITIONAL LEVY PER MONTH FOR DATA AND TELECOMMUNICATION SERVICES:	R
INCLUSIVE/EXCLUSIVE OF VAT IN AN AMOUNT OF	R
OCCUPATIONAL RENTAL: 0.80% OF THE PURCHASE PRICE PER MONTH:	R
<p><i>subject to change and review by the Seller from time to time, in the Seller's sole discretion. The Seller will timeously notify the Purchaser of any change to the Occupational Rental amount and the Purchaser shall be bound thereto.</i></p>	

PURPOSE FOR WHICH THE UNIT WILL BE USED:		
<p><i>The Purchaser must record here, for the record and for the Seller to know, the representations and promises not recorded in the agreement, that have been made to the Purchaser by the Seller and/or the Agent and/or a person acting on behalf of the Seller which has caused the Purchaser to enter into this agreement:</i></p> <p>_____</p> <p>_____</p> <p>_____</p>		
PURCHASER'S QUESTIONNAIRE		
Do you have an income tax reference number and if so, state it		
If you do not have an income tax reference number then disclose the amount of your income for the last 12 months	R _____	
If you are a non-resident of South Africa then state your country of residence and your passport number	Country	
	Passport No.	
For what purpose do you intend to use the property [i.e. primary residence, rental, etc.]		
Are you a registered VAT vendor	YES	NO
If you are a registered VAT vendor do you intend to claim any tax inputs arising from this transaction. If so what is your VAT registration number	YES	NO
	No. _____	
How did you hear about the development?		

The Purchaser hereby acknowledges receipt of a copy of this agreement

PURCHASER

PURCHASER

ANNEXURE B - SITE DEVELOPMENT PLAN

- 3 Levels (ground, first and second)
- Studio apartments
 - 1 Bedroom apartments
 - 2 Bedroom apartments (49m²)
 - 2 Bedroom apartments (60m²)
 - 3 Bedroom apartments
 - 2 Bedroom duplex (no garage)
 - 3 Bedroom duplex (with garage)
 - 2 Levels only (ground and first)

NOTE:
All landscaping as per detail
Landscape plans provided



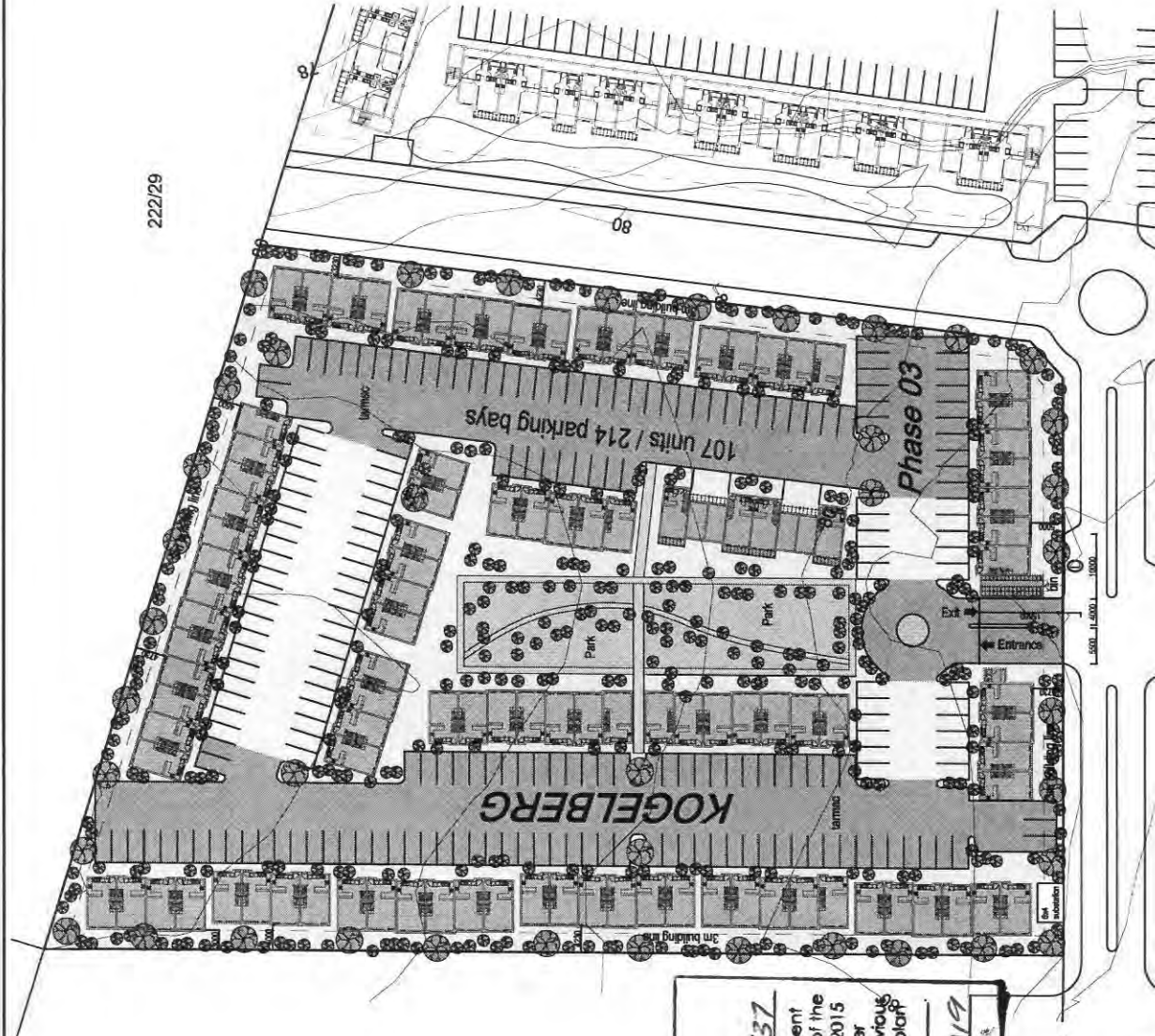
MOOIBERGE

Architecture
082 854 6723
info@mooberge.co.za
www.mooberge.co.za

DATE: 22 MAY 2016
TRK. NO.:
DRW. NO.: 222-007

222/29

80



NOTES	Kogelberg
Total area of site	14 406m ² (1,44ha)
Number of units	107 units
Areas of units	
Ground floor	4 054m ²
First floor	4 171m ²
Second floor	-
Refuse & security room	42m ²
Coverage	28.1%
Bulk	0.57
Walkways, stairs & balconies	-
Parking	
@ 1.5 bays per unit	161 bays required
provided @ 2 bays/unit	214 bays provided
Private open space	4808m ² - 33.4%
Road & parking area	5616m ²

Studio apartments	0 units
1 Bedroom apartments	0 units
2 Bedroom apartments (49m ²)	0 units
2 Bedroom apartments (60m ²)	0 units
3 Bedroom apartments	0 units
2 Bedroom duplex (no garage)	103 units
3 Bedroom duplex (with garage)	4 units

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Case ID 7043757

This subdivision / consolidation / site development plan has been approved in terms of section 98 of the City of Cape Town Municipal Planning By-law, 2015 subject to the conditions as per decision letter dated: 20/12/2018 and supercedes the previous subdivision / consolidation / site development plan no. _____ dated _____

9/04/2019 Date

Authorised Official

Boundary walls

PORTION 28 OF FARM 222 PHASE 03 KOGELBERG

SITE DEVELOPMENT PLAN 1:750

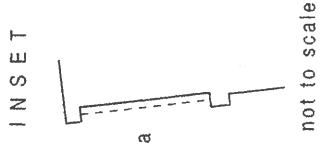
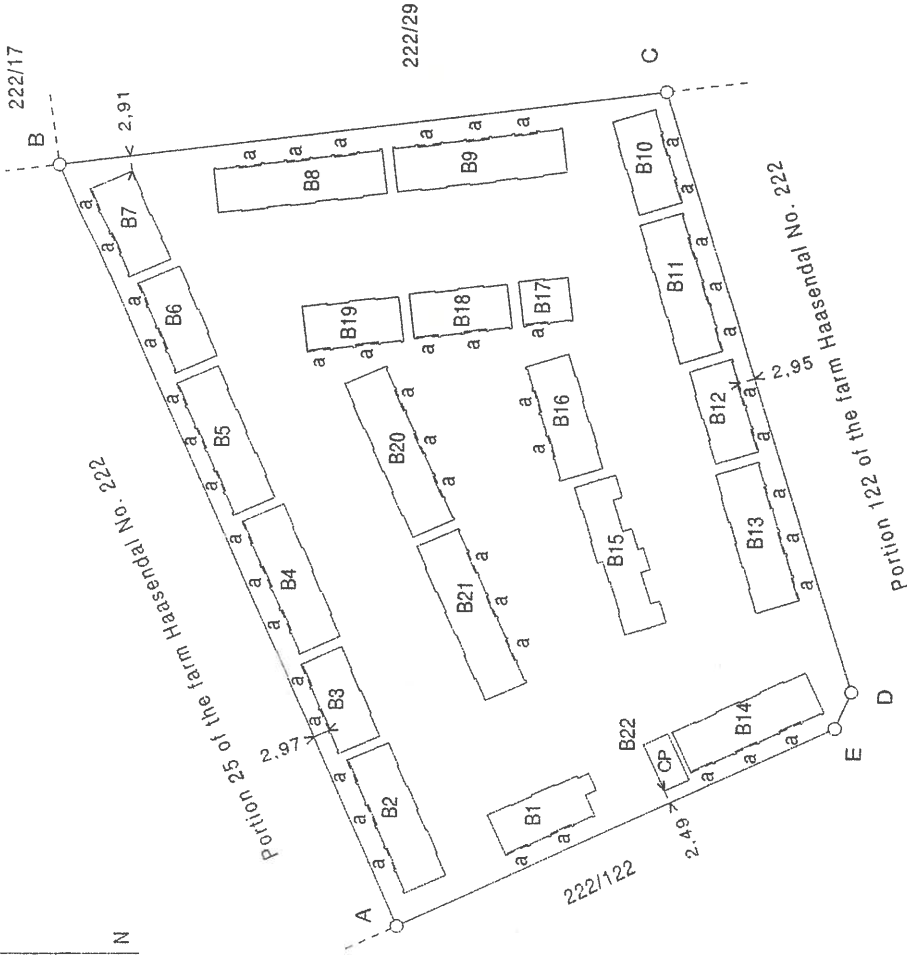
ANNEXURE B

SECTIONAL TITLE PLANS - ANNEXURE C

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL *Phiso*
DATE: 28 MAY 2021

SECTIONAL PLAN No. SS	SHEET 1	S.G. No. D198/2021
Registered at	OF	Approved <i>Boyd</i>
Registrar of Deeds Date:	13 SHEETS	for Surveyor General Date: 2021-05-26
<p>NAME OF THE SCHEME : KOGELBERG</p> <p>DESCRIPTION OF LAND ACCORDING TO DIAGRAM:</p> <p>Portion 121 (a portion of Portion 28) of the farm Haasendal No. 222 Situated in the City of Cape Town, Administrative District Stellenbosch Province of the Western Cape, measuring 1,4386 hectares.</p> <p>DIAGRAM SG No. 1461 / 2016</p> <p>NAME OF THE LOCAL AUTHORITY: City of Cape Town</p> <p>DESCRIPTION OF BUILDINGS: 22 buildings namely:</p> <ol style="list-style-type: none"> 1. Building 1, comprising sections 1 to 4 and common property. 2. Building 2, comprising sections 5 to 10. 3. Building 3, comprising sections 11 to 14. 4. Building 4, comprising sections 15 to 20. 5. Building 5, comprising sections 21 to 26 6. Building 6, comprising sections 27 to 30. 7. Building 7, comprising sections 31 to 34. 8. Building 8, comprising sections 35 to 41. 9. Building 9, comprising sections 42 to 48. 10. Building 10, comprising sections 49 to 52. 11. Building 11, comprising sections 53 to 58. 12. Building 12, comprising sections 59 to 62. 13. Building 13, comprising sections 63 to 68. 14. Building 14, comprising sections 69 to 74. 15. Building 15, comprising sections 75 to 78. 16. Building 16, comprising sections 79 to 83. 17. Building 17, comprising sections 84 and 85. 18. Building 18, comprising sections 86 and 89. 19. Building 19, comprising sections 90 to 93. 20. Building 20, comprising sections 94 to 100. 21. Building 21, comprising sections 101 to 107. 22. Building 22 comprising common property. <p>EXCLUSIVE USE AREAS: Nil</p> <p>ENCROACHMENTS ON THE LAND: Nil</p> <p>CERTIFICATE:</p> <p>I, Nicolas Loubser, hereby certify that I have prepared sheets 1 to 13 inclusive of this sectional title plan from survey in accordance with the provisions of the Sectional Titles Act No. 95 of 1986 and the regulations framed thereunder.</p> <p>Date: 2021-04-01 Signed: <i>N Loubser</i> Land Surveyor</p> <p>Registration No. PLS 0892-D Address: 31 Longifolia Street Stellenbosch, 7600</p>		
Survey Record No. 560/2021	Compilation: BHSY-211 (M784)	

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR GENERAL
Atla
 DATE: 28 MAY 2021



SHEET 2 OF 13 SHEETS

S.G. NO. D198/2021

Approved

Atla
 for Surveyor General
 Date: 2021-05-26

Notes :-

1. The figure ABCDE represents Portion 121 of the farm Haasendal No. 222
2. All measurements are given in meters
3. C P denotes common property.
4. B denotes building.
5. -----at a represents the outer surface of the building on the first floor beyond the outer surface of the building on ground floor level. see inset

Land Surveyor Signed
 N. Loubser
 31 Longifolia Street
 Stellenbosch 7600
 Date: 2021-04-01

KOGELBERG

Drawing Title : Block Plan

Scale 1 : 1 000

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR GENERAL
 DATE: 28 MAY 2021

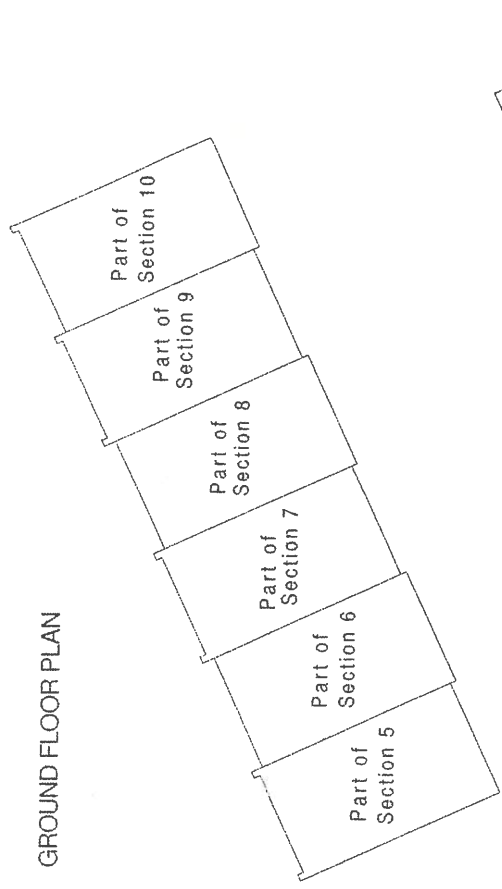
SHEET 3 OF 13 SHEETS

S.G. No. D 198/2021

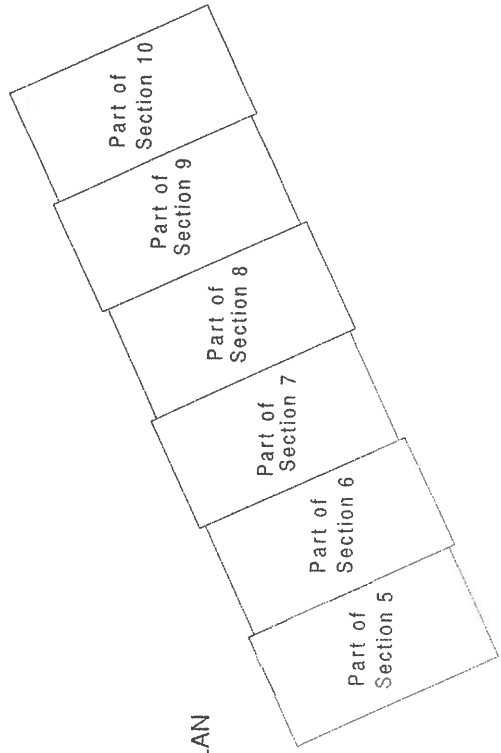
Approved
[Signature]
 for Surveyor General
 Date: 2021-05-26

Building 2

GROUND FLOOR PLAN

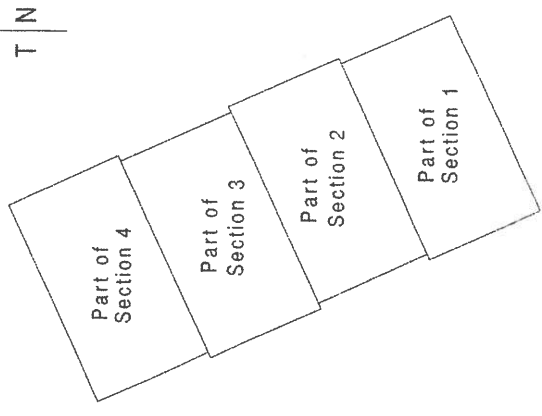


FIRST FLOOR PLAN

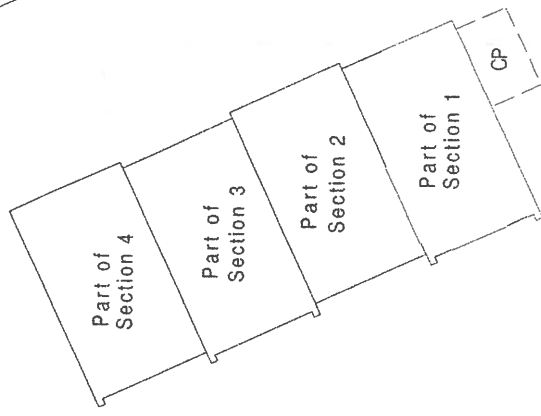


Building 1

FIRST FLOOR PLAN



GROUND FLOOR PLAN



Notes:
 1. See sheet 13 for participation quotas
 2. (CP) denotes common property

LAND SURVEYOR
 N Loubser
 31 Longifolia Street
 Stellenbosch
 7600
 Signed
[Signature]
 Date: 2021-04-01

Scheme name : KOGELBERG
 DRAWING TITLE: Building 1 and 2
 Ground- and first floor plan
 Scale 1 / 200

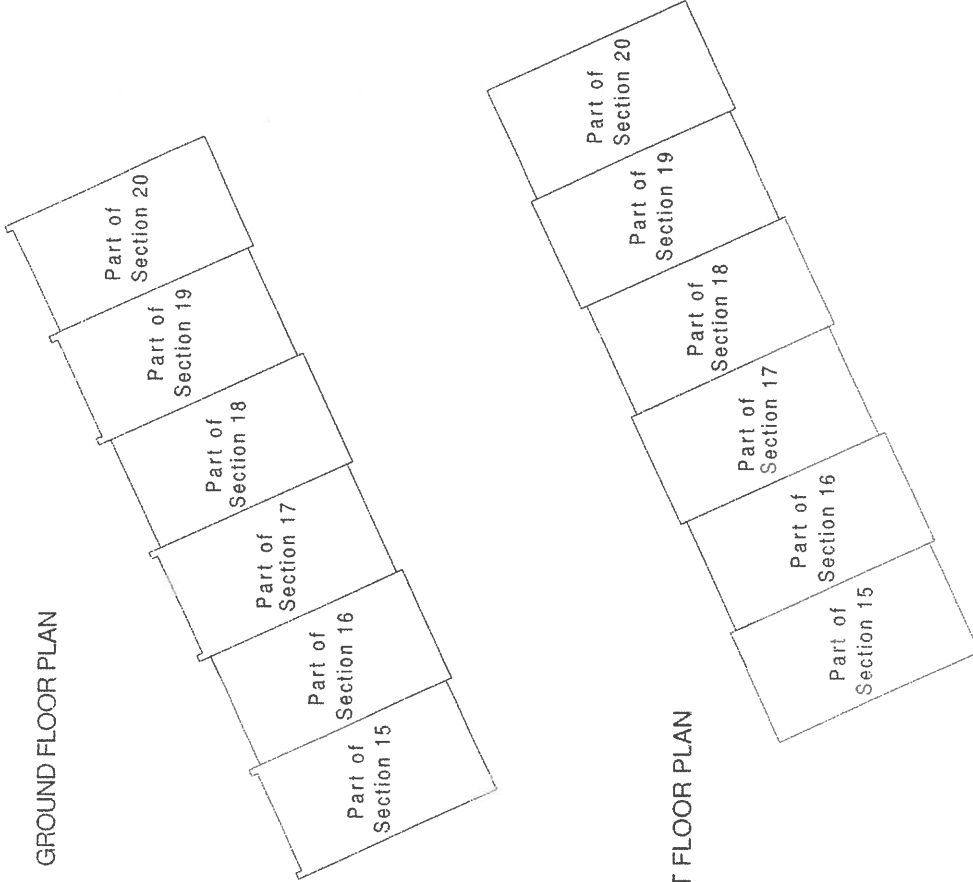
CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL
28 MAY 2021

SHEET 4 OF 13 SHEETS

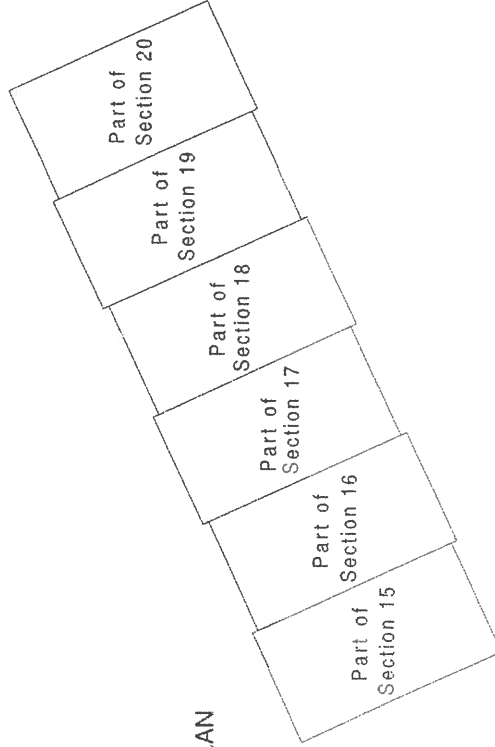
S.G. No. D198/2021

Building 4

GROUND FLOOR PLAN

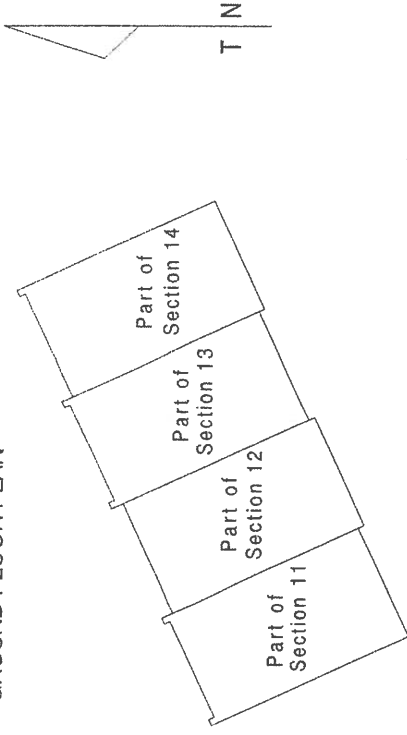


FIRST FLOOR PLAN

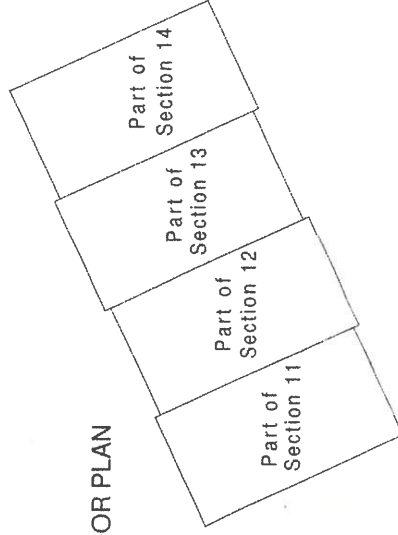


Building 3

GROUND FLOOR PLAN



FIRST FLOOR PLAN



T N

Approved

for Surveyor General

2021-05-26
Date

Notes:
1. See sheet 13 for participation quotas

LAND SURVEYOR

N Loubser
31 Longifolia Street
Stellenbosch
7600

Signed

Date: 2021-04-01

Scheme name : KOGELBERG

DRAWING TITLE: Building 3 and 4
Ground- and first floor plan
Scale 1 / 200

Approved

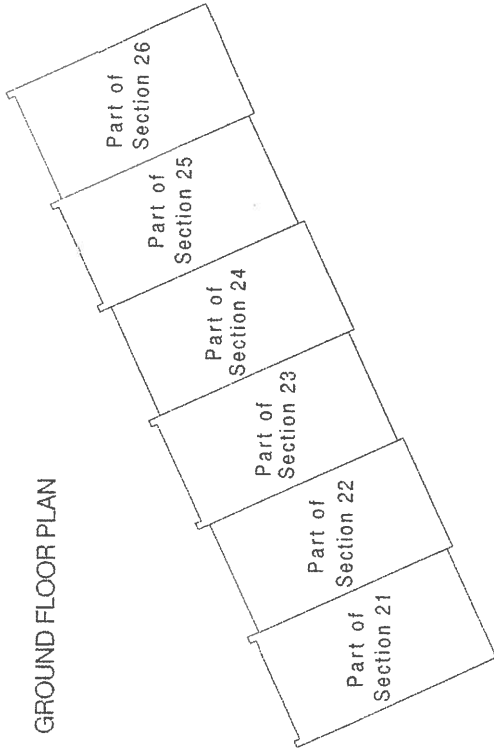
[Signature]

for Surveyor General

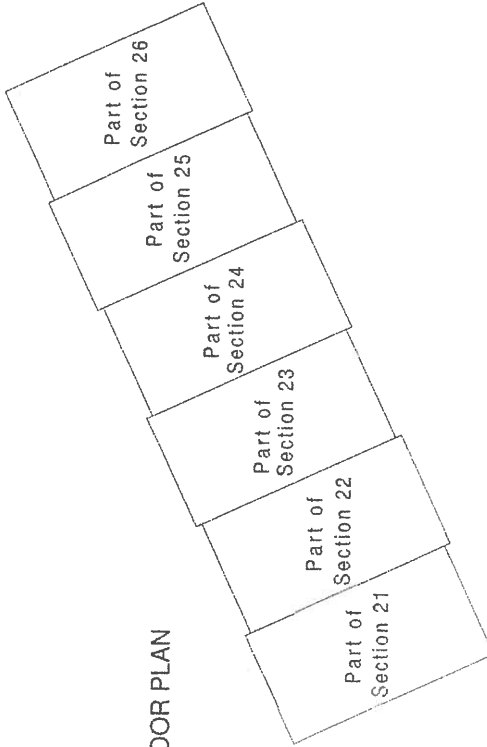
2021-05-26
Date

Building 5

GROUND FLOOR PLAN

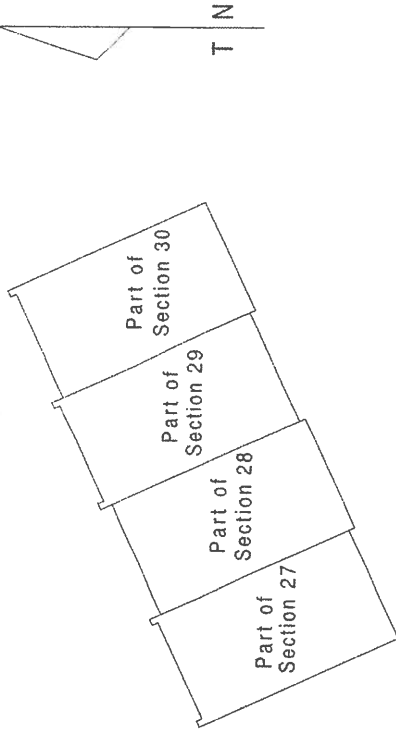


FIRST FLOOR PLAN

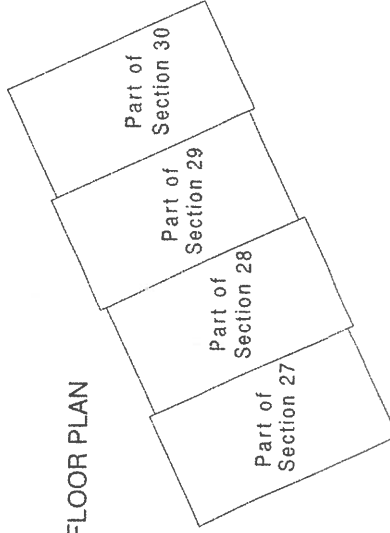


Building 6

GROUND FLOOR PLAN



FIRST FLOOR PLAN



Notes:
1. See sheet 13 for participation quotas

LAND SURVEYOR
N Loubser

31 Longifolia Street
Stellenbosch
7600

Signed

[Signature]

Date: 2021-04-01

Scheme name : KOGELBERG

DRAWING TITLE: Building 5 and 6

Ground- and first floor plan

Scale 1 / 200

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL
[Signature]
DATE: 28 MAY 2021

Approved

[Signature]

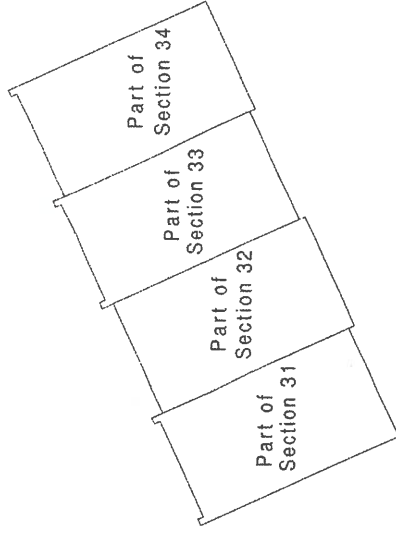
for Surveyor General

2021-05-26

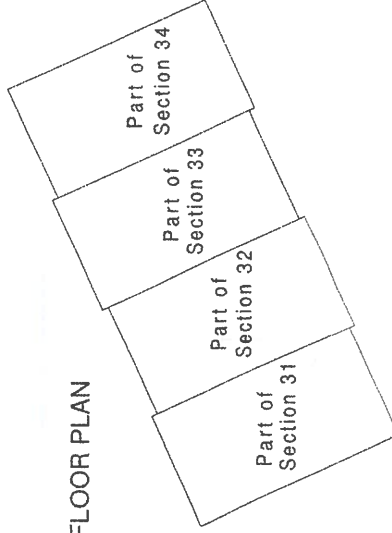
Date

Building 7

GROUND FLOOR PLAN

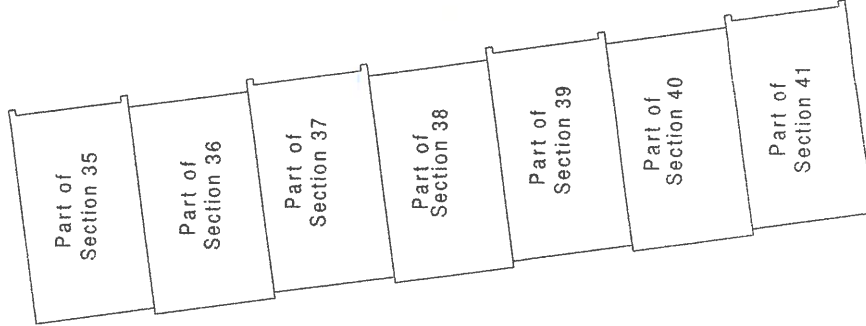


FIRST FLOOR PLAN

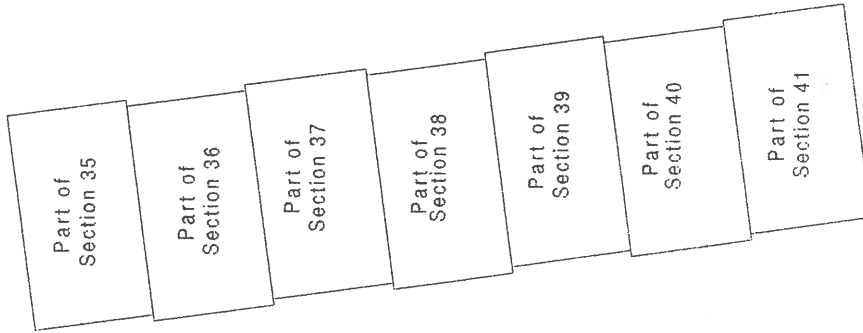


Building 8

GROUND FLOOR PLAN



FIRST FLOOR PLAN



Notes:
1. See sheet 13 for participation quotas

LAND SURVEYOR

N Loubser

31 Longifolia Street
Stellenbosch
7600

Signed

[Signature]

Date: 2021-04-01

Scheme name : KOGELBERG

DRAWING TITLE: Building 7 and 8

Ground- and first floor plan

Scale 1 / 200

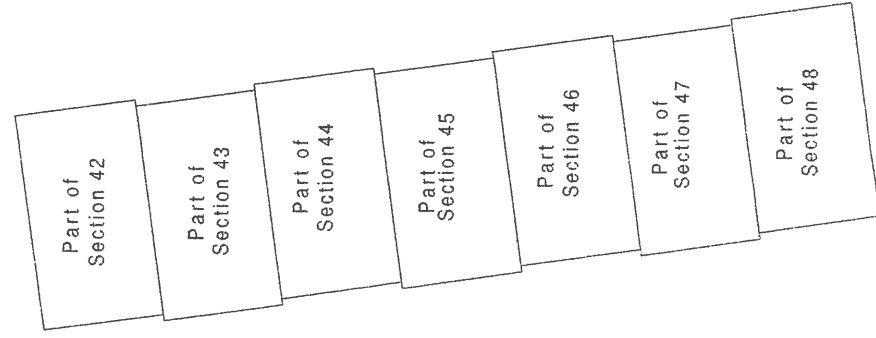
CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 28 MAY 2021
 DATE

SHEET 7 OF 13 SHEETS

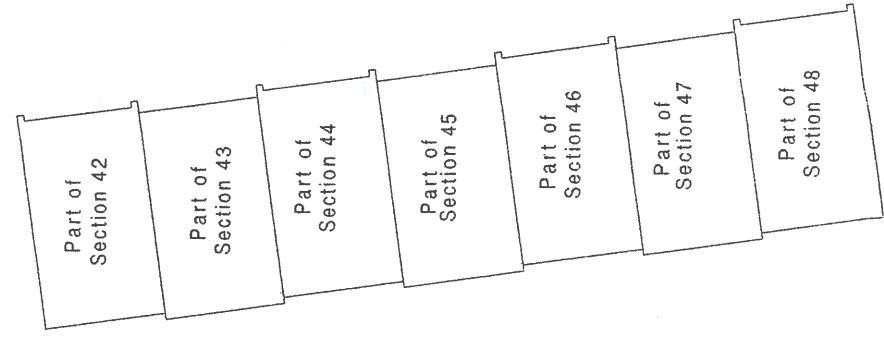
S.G. No. D198/2021
 Approved
 for Surveyor General
 Date: 2021-05-26

Building 9

FIRST FLOOR PLAN

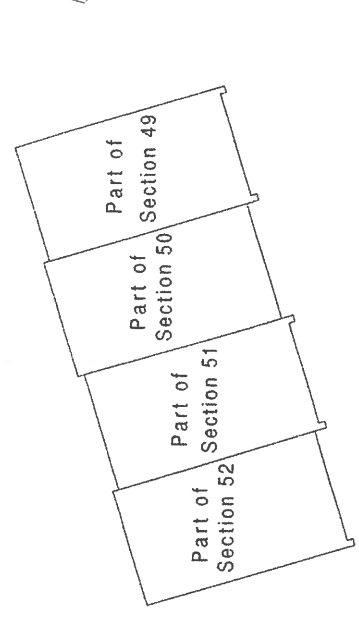
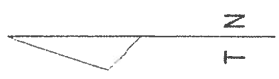


GROUND FLOOR PLAN

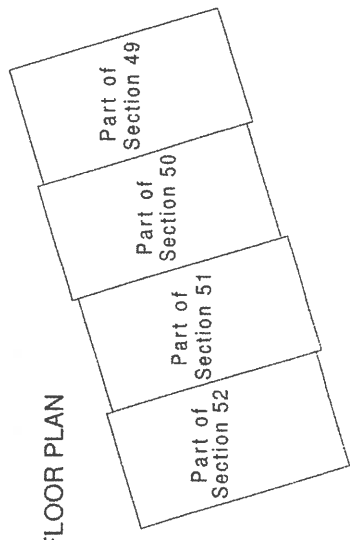


Building 10

GROUND FLOOR PLAN



FIRST FLOOR PLAN



Notes:
 1. See sheet 13 for participation quotas

LAND SURVEYOR
 N Loubser
 31 Longifolia Street
 Stellenbosch
 7600
 Signed
 Date: 2021-04-01

Scheme name : KOGELBERG
 DRAWING TITLE: Building 9 and 10
 Ground- and first floor plan
 Scale 1 / 200

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
K. J. ...
 DATE: 28 MAY 2021

SHEET 8 OF 13 SHEETS

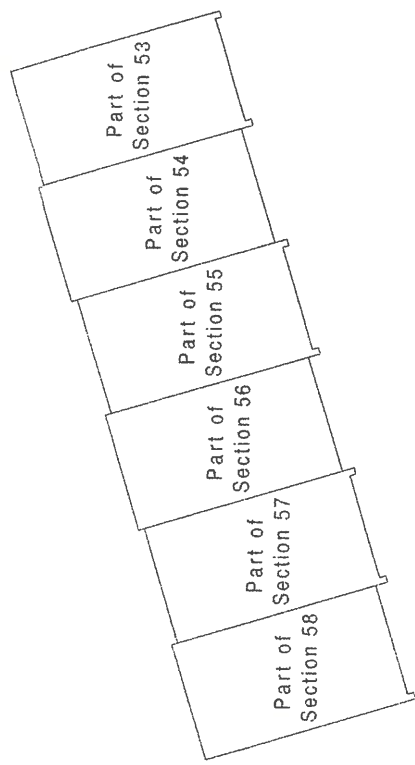
S.G. No. D198/2021

Approved
[Signature]
 for Surveyor General
 Date: 2021-05-26

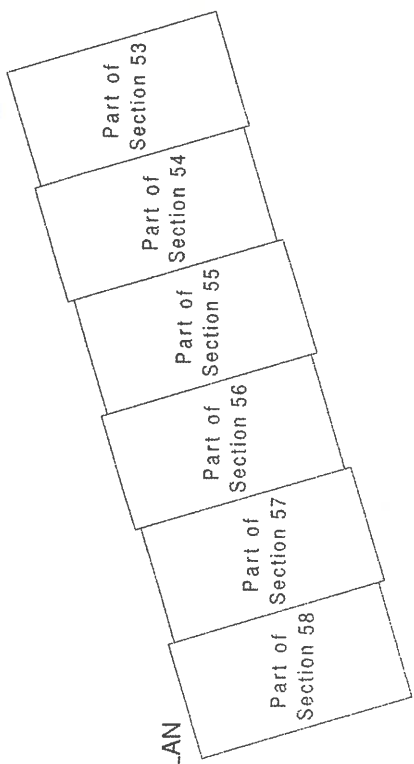
Building 11

Building 12

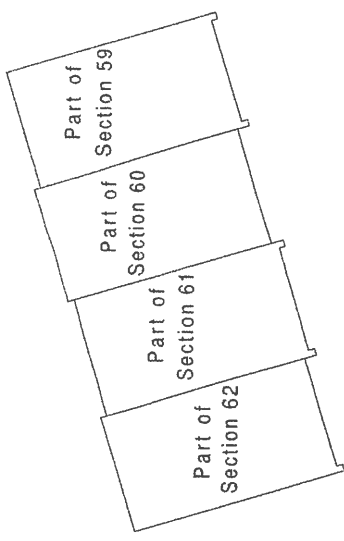
GROUND FLOOR PLAN



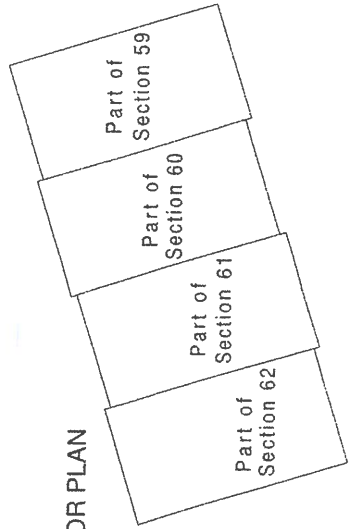
FIRST FLOOR PLAN



GROUND FLOOR PLAN



FIRST FLOOR PLAN



Notes:
 1. See sheet 13 for participation quotas

LAND SURVEYOR
 N Loubser
 31 Longifolia Street
 Stellenbosch
 7600
 Signed
[Signature]
 Date: 2021-04-01

Scheme name : KOGELBERG
 DRAWING TITLE: Building 11 and 12
 Ground- and first floor plan
 Scale 1 / 200

Approved

[Signature]

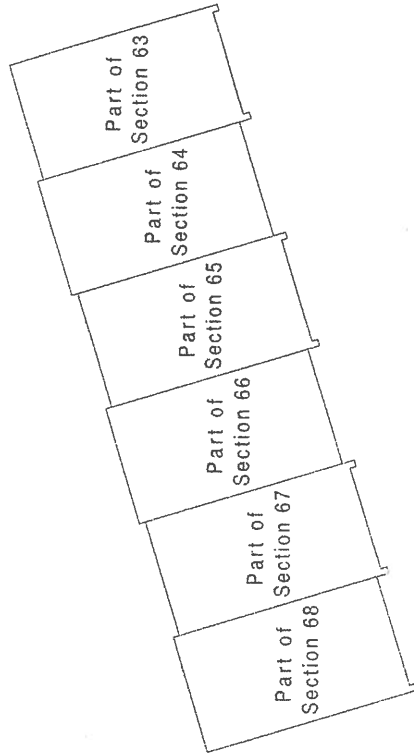
for Surveyor General

2021-05-26
Date

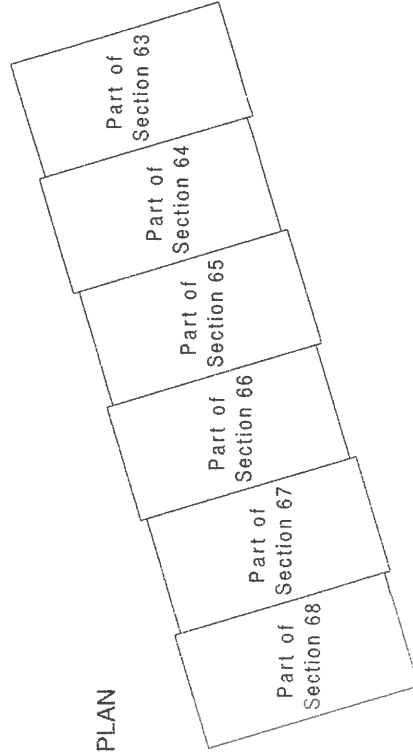
Building 13

Building 14

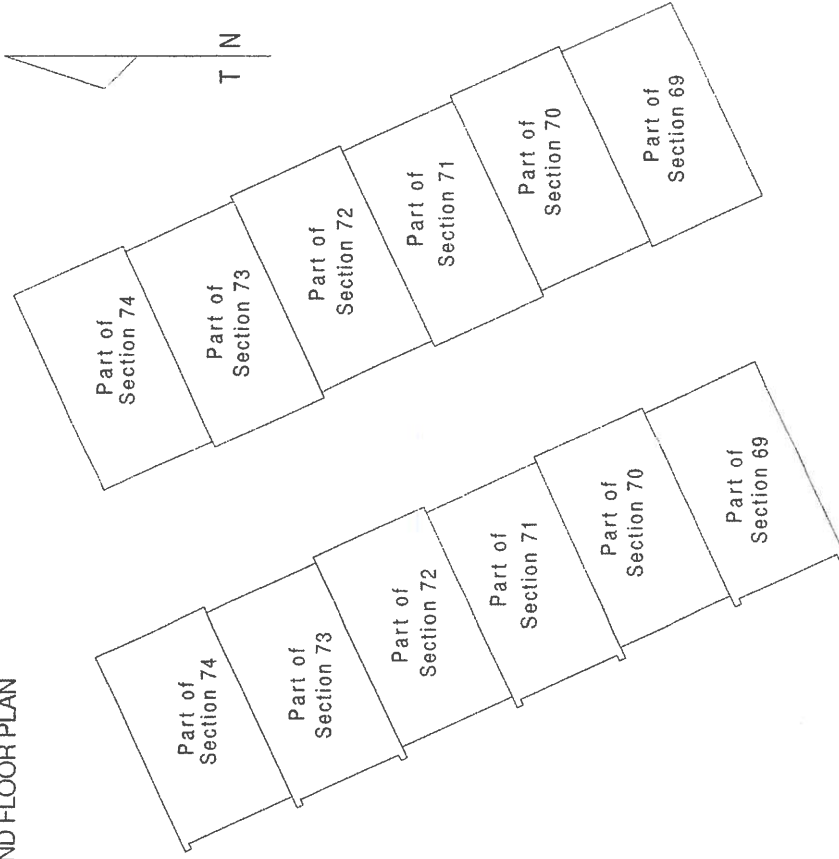
GROUND FLOOR PLAN



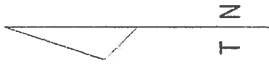
FIRST FLOOR PLAN



GROUND FLOOR PLAN



FIRST FLOOR PLAN



Notes:

1. See sheet 13 for participation quotas

LAND SURVEYOR

N Loubser

31 Longifolia Street

Stellenbosch

7600

Signed

[Signature]


Date: 2021-04-01

Scheme name : KOGELBERG

DRAWING TITLE: Building 13 and 14

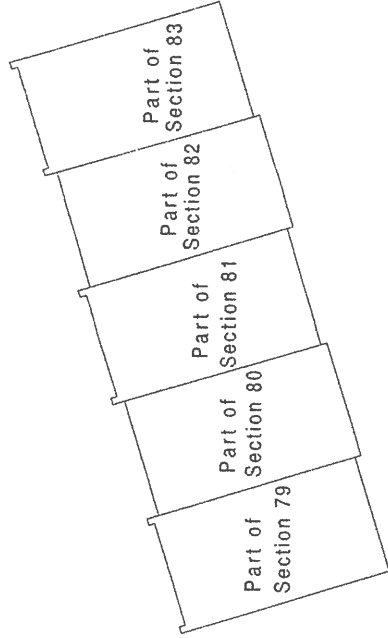
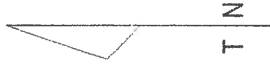
Ground- and first floor plan

Scale 1 / 200

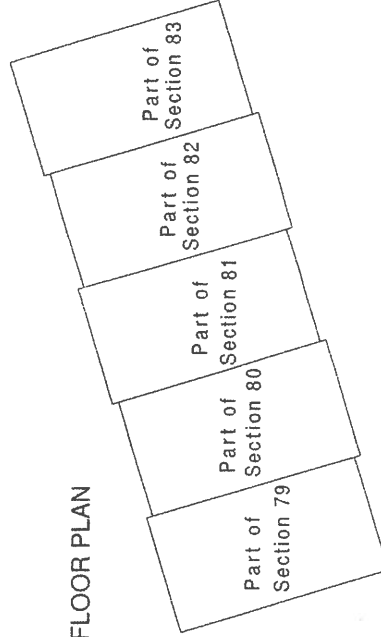
Approved  for Surveyor General
2021-05-26
Date

Building 16

GROUND FLOOR PLAN

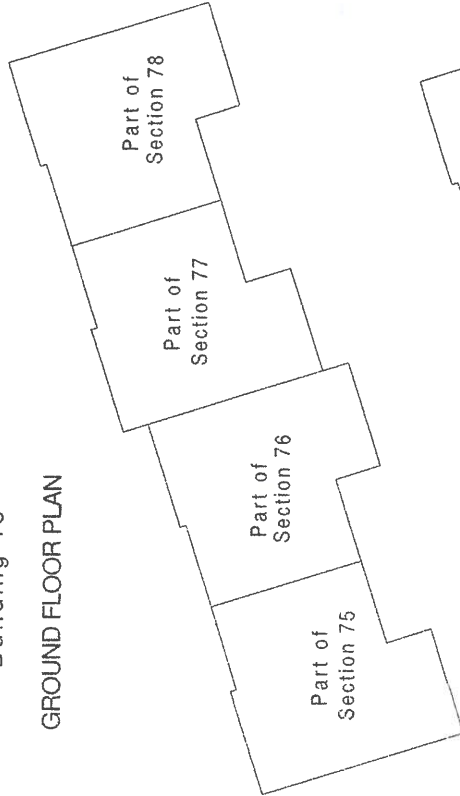


FIRST FLOOR PLAN

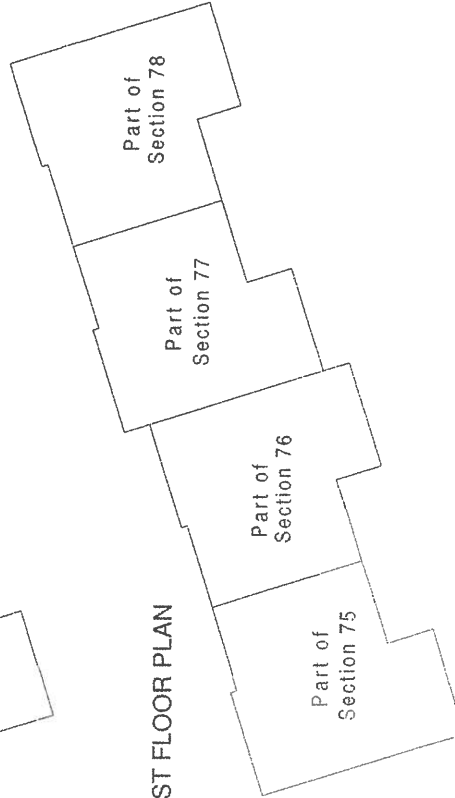


Building 15


GROUND FLOOR PLAN




FIRST FLOOR PLAN



Notes:
1. See sheet 13 for participation quotas

LAND SURVEYOR
N Louber
31 Longifolia Street
Stellenbosch
7600
Signed 
Date: 2021-04-01

Scheme name : KOGELBERG
DRAWING TITLE: Building 15 and 16
Ground- and first floor plan
Scale 1 / 200

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR GENERAL

DATE 28 MAY 2021

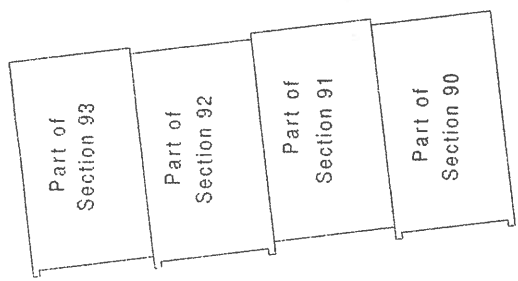
CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 28 MAY 2021

SHEET 11 OF 13 SHEETS

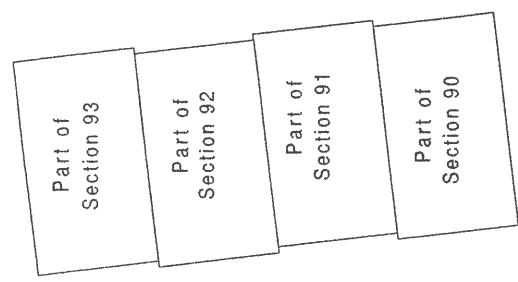
S.G. No. D198/2021

Approved
[Signature]
 for Surveyor General
 Date: 2021-05-26

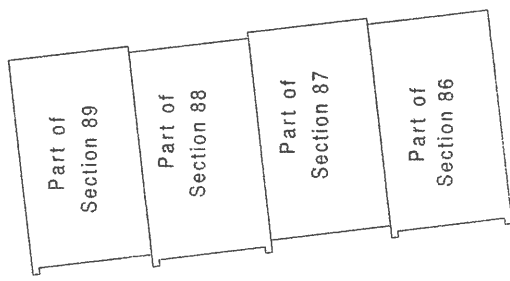
Building 19
 GROUND FLOOR PLAN



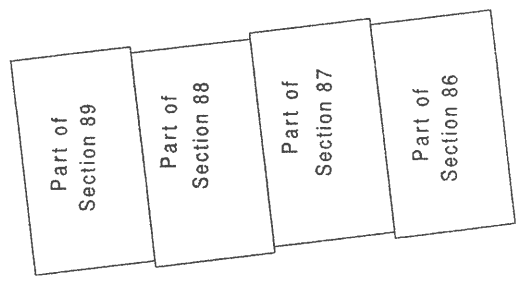
Building 19
 FIRST FLOOR PLAN



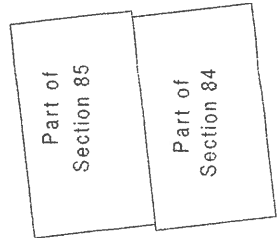
Building 18
 GROUND FLOOR PLAN



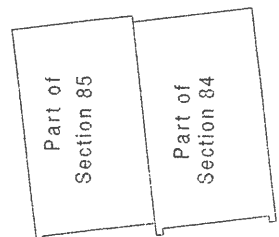
Building 18
 FIRST FLOOR PLAN



Building 17
 FIRST FLOOR PLAN



Building 17
 GROUND FLOOR PLAN



Notes:

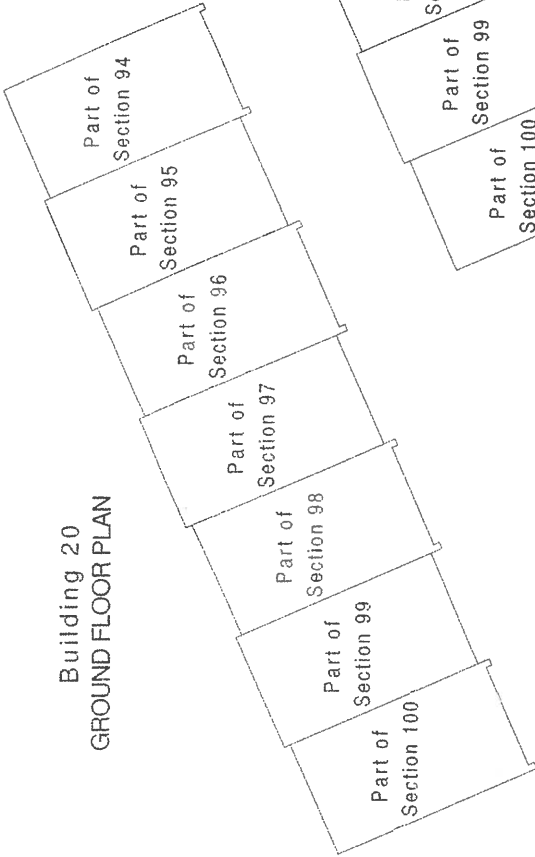
1. See sheet 13 for participation quotas

LAND SURVEYOR
 N Loubser
 31 Longifolia Street
 Stellenbosch
 7600
 Signed
[Signature]
 Date: 2021-04-01

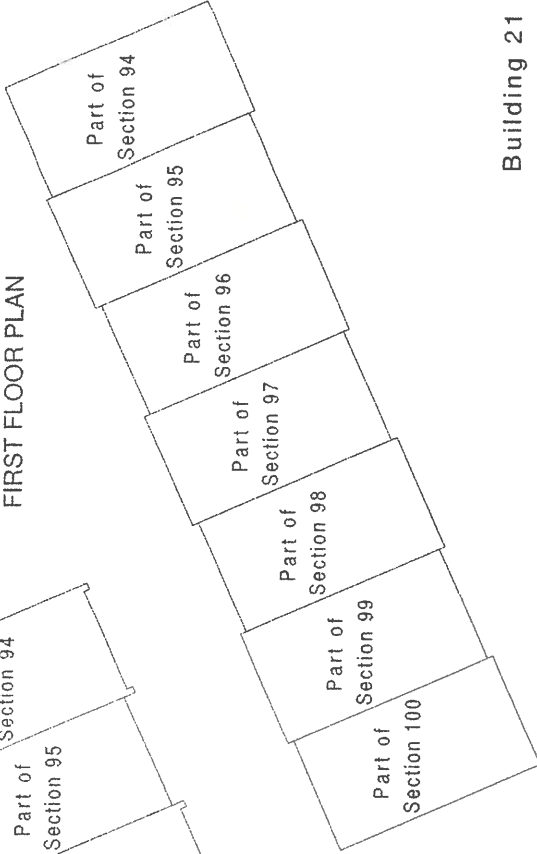
Scheme name : KOGELBERG
 DRAWING TITLE: Building 17, 18 and 19
 Ground- and first floor plan
 Scale 1 / 200

Approved
[Signature]
for Surveyor General
Date: 2021-05-26

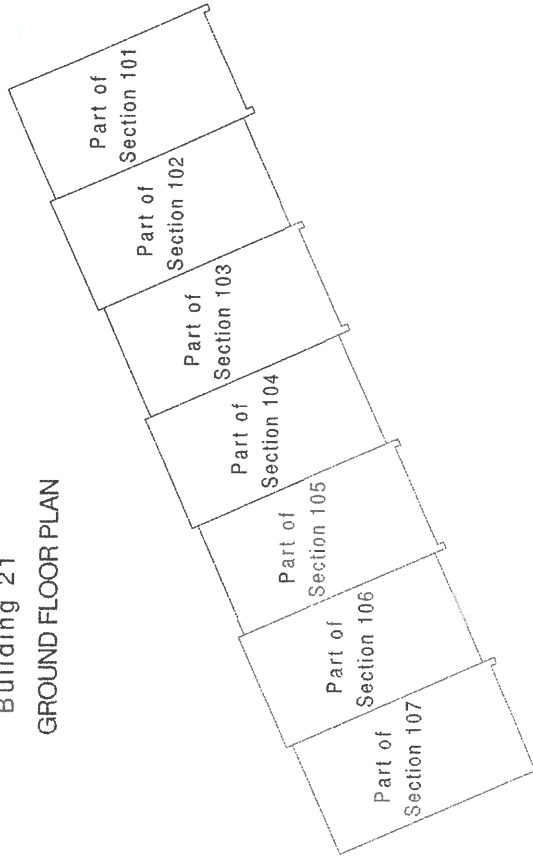
Building 20
GROUND FLOOR PLAN



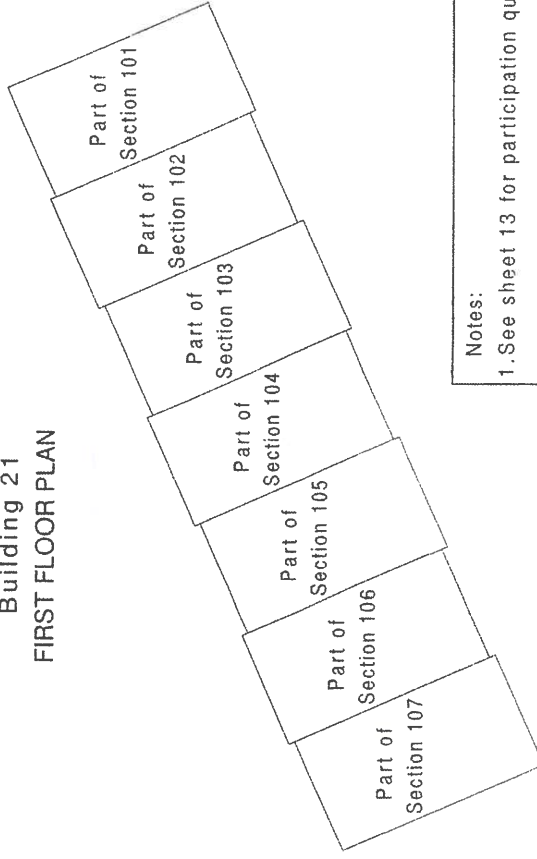
Building 20
FIRST FLOOR PLAN



Building 21
GROUND FLOOR PLAN



Building 21
FIRST FLOOR PLAN



Notes:


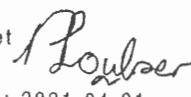
1. See sheet 13 for participation quotas

LAND SURVEYOR
N Loubser
31 Longifolia Street
Stellenbosch
7600
Signed
[Signature]
Date: 2021-04-01

Scheme name : KOGELBERG
DRAWING TITLE: Building 20 and 21
Ground- and first floor plan
Scale 1 / 200

CERTIFIED COPY FOR REGISTRATION
FOR SURVEYOR-GENERAL
[Signature]
DATE: 28 MAY 2021

CERTIFIED COPY FOR REGISTRATION
 FOR SURVEYOR-GENERAL
 28 MAY 2021
 DATE

SECTION No.	FLOOR AREA (Square) (metres)	PARTICIPATION QUOTA PERCENTAGES	SECTION No.	FLOOR AREA (Square) (metres)	PARTICIPATION QUOTA PERCENTAGES	SHEET 13 OF 13 SHEETS			S.G. No. D198/2021
1	72	0.9207	53	72	0.9207	SECTION No. FLOOR AREA (Square) (metres) PARTICIPATION QUOTA PERCENTAGES			Approved  for Surveyor General Date :2021-05-26
2	72	0.9207	54	72	0.9207				
3	72	0.9207	55	72	0.9207	105	72	0.9208	for Surveyor General Date :2021-05-26
4	72	0.9207	56	72	0.9207	106	72	0.9208	
5	72	0.9207	57	72	0.9207	107	72	0.9208	
6	72	0.9207	58	72	0.9207	Total	7 820	100,0000	
7	72	0.9207	59	72	0.9207				
8	72	0.9207	60	72	0.9207				
9	72	0.9207	61	72	0.9207				
10	72	0.9207	62	72	0.9207				
11	72	0.9207	63	72	0.9207				
12	72	0.9207	64	72	0.9207				
13	72	0.9207	65	72	0.9207				
14	72	0.9207	66	72	0.9207				
15	72	0.9207	67	72	0.9207				
16	72	0.9207	68	72	0.9207				
17	72	0.9207	69	72	0.9207				
18	72	0.9207	70	72	0.9207				
19	72	0.9207	71	72	0.9207				
20	72	0.9207	72	72	0.9207				
21	72	0.9207	73	72	0.9207				
22	72	0.9207	74	72	0.9207				
23	72	0.9207	75	101	1.2916				
24	72	0.9207	76	101	1.2916				
25	72	0.9207	77	101	1.2916				
26	72	0.9207	78	101	1.2916				
27	72	0.9207	79	72	0.9207				
28	72	0.9207	80	72	0.9207				
29	72	0.9207	81	72	0.9207				
30	72	0.9207	82	72	0.9207				
31	72	0.9207	83	72	0.9207				
32	72	0.9207	84	72	0.9207				
33	72	0.9207	85	72	0.9207				
34	72	0.9207	86	72	0.9207				
35	72	0.9207	87	72	0.9207				
36	72	0.9207	88	72	0.9207				
37	72	0.9207	89	72	0.9207				
38	72	0.9207	90	72	0.9207				
39	72	0.9207	91	72	0.9207				
40	72	0.9207	92	72	0.9207				
41	72	0.9207	93	72	0.9208				
42	72	0.9207	94	72	0.9208				
43	72	0.9207	95	72	0.9208				
44	72	0.9207	96	72	0.9208				
45	72	0.9207	97	72	0.9208				
46	72	0.9207	98	72	0.9208				
47	72	0.9207	99	72	0.9208				
48	72	0.9207	100	72	0.9208				
49	72	0.9207	101	72	0.9208				
50	72	0.9207	102	72	0.9208				
51	72	0.9207	103	72	0.9208				
52	72	0.9207	104	72	0.9208				
						Land Surveyor N. Loubser 31 Longifolia Street Stellenbosch 7600	Signed  Date: 2021-04-01	Scheme name : KOGELBERG Drawing Title : Participation quota schedule	

BUILDING PLANS - ANNEXURE D

NOTES		Kogelberg	
Total area of site	14,389m ² (1,444)		
Number of units	107 units		
Areas of units			
Ground floor	4,054m ²		
First floor	4,117m ²		
Second floor	-		
Refuse & security room	55.7m ²		
Coverage	28.1%		
Bulk	0.57		
Walkways, stairs & balconies	-		
Parking	@ 1.5 bays per unit	161 bays required	
provided @ 1.5 bays/unit	158 bays provided	4,089m ²	30.4%
Electricity	-		
Road & parking area	1568m ²		

NOT WATER SERVICES:
 All piping and materials to be installed in accordance with the relevant standards.
 All piping and materials to be installed in accordance with the relevant standards.
 All piping and materials to be installed in accordance with the relevant standards.

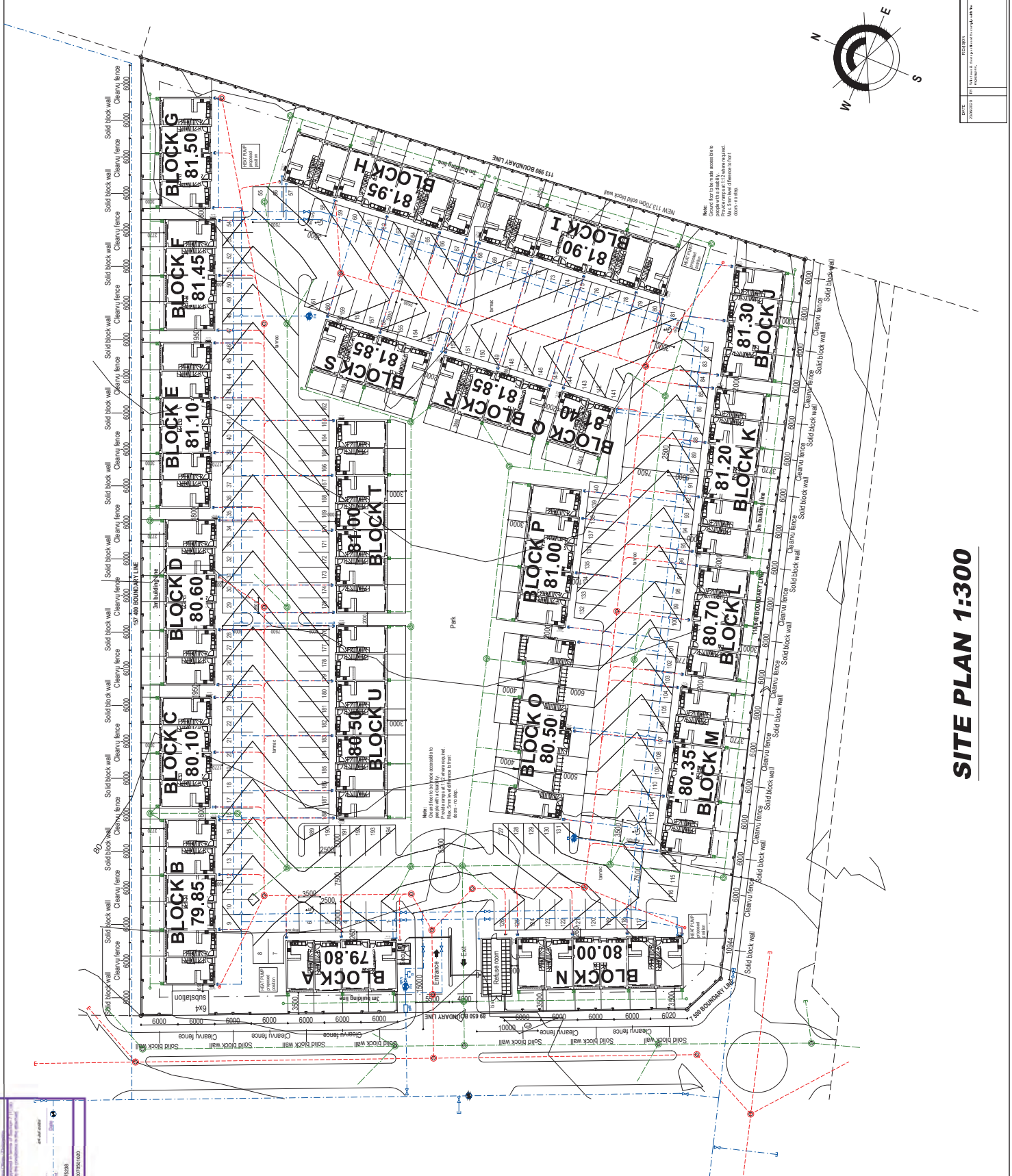
NOTES:
 All building levels to be confirmed on site prior to construction.
 All building levels to be confirmed on site prior to construction.
 All building levels to be confirmed on site prior to construction.

NOTE:
 ALL BUILDING LEVELS TO BE
 CONFIRMED ON SITE PRIOR
 TO CONSTRUCTION

AREAS:
 Apartments, refuse & kiosk: 7,829.63m²

MOOBERGER - KOGELBERG
 Project: "PROJECT"
 Portion 121 (a portion of portion 28)
 of the Farm Haasendal No. 22

DATE	DESCRIPTION	BY	REV.
2022/12/1	ISSUED FOR PERMITS	J. MOOBERGER	R1



SITE PLAN 1:300

CITY OF CAPE TOWN
 Department of Infrastructure and Transport
 Infrastructure Management
 Application Number: 000075961003

SCHEDULE "E"

Disclosure In Terms of the Property Practitioners' Act, 22 Of 2019

Immovable Property Condition Report

Disclaimer

This condition report concerns the Immovable Property sold herewith and identified in clause 1 of this Deed of Sale. This report does not constitute a guarantee or warranty of any kind by the Seller of the Property or by the property practitioner representing the Seller in this transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

Definitions

In this form -

"to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and

"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the Property, that would or could significantly impair or impact upon the health or safety of any future occupants of the Property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

Disclosure of information

The Seller of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The Seller hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

Provision of additional information

The Seller represents that to the best of its knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the Seller have responded to any of the statements with a "yes", the Seller shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

Statements in connection with Property

	YES	NO	N/A
I am aware of the defects in the roof			N/A
I am aware of the defects in the electrical systems			N/A
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			N/A
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			N/A
I am aware of the defects in the septic or other sanitary disposal systems			N/A
I am aware of any defects to the Property and/or in the basement or foundations of the Property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			N/A
I am aware of structural defects in the Property			N/A
I am aware of boundary line disputes, encroachments, or encumbrances in connection with the Property		NO	
I am aware that remodelling and refurbishment have affected the structure of the Property			N/A
I am aware that any additions or improvements made to, or any erections made on the Property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			N/A
ADDITIONAL INFORMATION			

Seller's certification

The Seller hereby certifies that the information provided in this report is, to the best of the Seller's knowledge and belief, true and correct as at the date when the Seller signs this report.

Certification by person supplying information

If a person other than the Seller of the Property provides the required information, that person must certify that he/she is duly authorised by the Seller to supply the information and that he/she has supplied the correct information on which the Seller relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

Notice regarding advice or inspections

Both the Seller as well as potential purchasers of the Property may wish to obtain professional advice and/or to undertake a professional inspection of the Property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

Purchaser's acknowledgement

The prospective Purchaser acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the Property.

The prospective Purchaser(s) acknowledges receipt of a copy of this statement.

Signatures

Signed at _____ on _____ 20 .

Signature of Seller _____

Signature of Purchaser(s) _____

Signature of property practitioner _____

SCHEDULE "F"

PROTECTION OF PERSONAL INFORMATION (POPIA):

The personal information about the Seller and Purchaser provided in this Offer to Purchase which after acceptance by the Seller and fulfilment of the suspensive conditions/s, constitutes an Agreement of Sale is necessary for the Agent to verify and identify the Seller and Purchaser to process the transferring of the Property. Personal information collected about the Seller and Purchaser in this Agreement of Sale and during the course of the transferring proses, if the Agreement of Sale is successful, may be disclosed for the purpose for which it was collected to other parties including, conveyancers, their advisors, Bond originators, Financial Institutions, other agents and third party operators of reference databases. If the Seller and Purchaser would like to access the personal information the Agent holds, they can do so by contacting our office on the following number 021 914 8066 to organize an appointment. The Seller and Purchaser can also correct the information if it is inaccurate, incomplete, or out of date.

I/We understand and declare that the information supplied is true and correct and has been given by my/our own free will and hereby give consent to the disclosure of my/our personal information for the purpose of which it was collected.

SIGNED AT _____ ON THE _____ DAY OF _____ 20____.

PURCHASER

PURCHASER/SPOUSE/CO-PURCHASER I, the Purchaser's spouse/co-purchaser agree to the terms and conditions contained above and personally bound myself thereto.

SIGNED AT _____ ON THE _____ DAY OF _____ 20____.

SELLER

SELLER agree to all the terms and conditions contained above and personally bound myself thereto.

SCHEDULE "G"

F.I.C.A. DECLARATION BY THE PURCHASER – CONFIDENTIAL

INFORMATION	PURCHASER	JOINT PURCHASER
Full Names & Surname/ Entity Name		
ID Number/ Registration Number		
Residential/ Business Address		
Verification of Address?		
E-Mail Address		
Postal Address		
Fax Number		
Telephone numbers (w)		
(h)		
(cell)		
Nationality		
Employed by		
Address of Employer		
Income Tax Number		
SARS Office		
Verification of SARS Details?		
Name of Bank		
Bank Account Number		
Verification of Bank Account?		
Married	Yes/No	
How Married	COP/ANC with Accrual/ANC without Accrual/ Foreign	
Conveyancer i.r.o the sale of existing property		

In terms of the Financial Intelligence Act No. 38 of 2001 (FICA), the following information is supplied by the Purchaser. Should an Agreement of Sale be entered into between the Seller and the Purchaser of a property, this information will be deemed an integral part of such Agreement of Sale, and will be used in the Transfer - and Financing process. Please refer to the Act for fines and jail terms that may be imposed by a Court of Law on the PURCHASER/S, the AGENT, and/or the ESTATE AGENCY should this information not be supplied or prove to be false.

The information contained herein is certified to be true and correct.

Signature of Purchaser/s: _____

Date: _____

SCHEDULE "H"

PAYMENT PROTOCOLS

The following protocols are to be followed before making any payments due in terms of this agreement.

Upon receipt of an email from the conveyancer requesting payment for but not limited to transfer and bond costs, any payment due in terms of the purchase price of the property, or payment for the bond cancellation, or municipal or levy clearance certificates, you (the Purchaser) must contact the Agent and ask them for the name and contact details for the person at the conveyancers' office who is handling your matter.

You must then contact the person telephonically using the number given to you by the Agent and then confirm with the conveyancer that the email you received is from them and you must confirm that the banking details in the email are correct.

I/We understand and declare that the above information was supplied and understood by us.

SIGNED AT _____ ON THE _____ DAY OF _____ 20__.

PURCHASER

PURCHASER/SPOUSE/CO-PURCHASER I, the Purchaser's spouse/co-purchaser agree to the terms and conditions contained above and personally bound myself thereto.

SIGNED AT _____ ON THE _____ DAY OF _____ 20__.

SELLER

SELLER agree to all the terms and conditions contained above and personally bound myself thereto.

MOOIBERGE CONSTITUTION - ANNEXURE I



M O O I B E R G E

CONSTITUTION OF THE MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION

A statutory body established in terms of Chapter 6 Part 5 of the City of Cape Town
Municipal Planning By-Law, 2015



CONSTITUTION OF THE MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION

1. ESTABLISHMENT IN TERMS OF STATUTE

Mooiberge Master Property Owners Association is constituted, as a legal person, in terms of the City of Cape Town Municipal Planning By-Law, 2015 Part 5 (ss 61-62) as approved on the 25th of March 2015 ("the By-Law"), in accordance with the conditions imposed by the **City of Cape Town** and shall come into existence simultaneously with the registration in the Deeds Office of the first unit within the development (as hereinafter defined).

2. INTERPRETATION

2.1 The following words shall, unless otherwise requires, have the meanings hereinafter assigned to them:

- 2.1.1 "AGM" means the Annual General Meeting of the Association held in terms of the provisions of this Constitution;
- 2.1.2 "Alienate" means the Alienation of any Land Unit, or portion of the Land or part thereof, whether by way of sale, exchange, donation, deed, intestacy, will, cession, assignment, court order or insolvency, change in shareholding of a Company or membership in a Close Corporation, irrespective of whether such alienation is subject to a resolutive condition or a condition precedent, and alienation shall have a corresponding meaning;
- 2.1.3 "Association" means **Mooiberge Master Property Owners' Association** which will come into existence upon the transfer of the first Land Unit arising from the subdivision or part thereof. The Association has, as its members, all the persons, as defined in clause 6 of this Constitution, who are jointly liable for the expenditure incurred in connection with the Association;
- 2.1.4 "Auditors" means the auditors of the Association, appointed by the Developer, during the development period, and thereafter by the Board, from time to time;
- 2.1.5 "Board" means the trustees assembled as a board, at which a quorum is present;
- 2.1.6 "Body Corporate" means in relation to a Sectional Title Scheme, the requisite body corporate established in terms of the Sectional Titles Act and the STSMA;
- 2.1.7 "business day" means weekdays other than Saturdays, Sundays and Public Holidays;
- 2.1.8 "chairman" means the chairperson of the trustee committee;
- 2.1.9 "Common Property" means, in relation to a Sectional Title Scheme, the land included in the Sectional Title Scheme, and such parts of a building or buildings that are not included in a Section, on the approved Sectional Title Plan concerning the relevant Sectional Title Scheme;
- 2.1.10 "Communal Property" means collectively, all private streets, private open spaces and specifically includes any roads, buildings, infrastructure, and facilities which are or will be located on the Land and owned or managed by the Association, from time to time, for the benefit of, *inter alia*, the Association and its Members and Sub-Members;



- 2.1.11 "completion of the development" means the date of transfer of the last building site, plot and/or unit in the development from the Developer to the relevant title holder thereof;
- 2.1.12 "Constitution" means the Constitution of the Mooiberge Master Property Owners' Association, as set out in this document and as may be amended from time to time in terms of the provisions hereof;
- 2.1.13 "Design Guidelines" means the architectural and design guidelines as detailed in clause 13 of this Constitution;
- 2.1.14 "Developer" means the juristic person who is the registered owner of the Land (or any portion thereof) from time to time and who is responsible for the development of the Land (or any portion thereof), until such a time as all the Land Units have been sold and transferred to purchasers;
- 2.1.15 "development" means the development to be constructed upon the Land, comprising out of Sectional Title Scheme(s) and Estate(s) as to be determined by the Developer, and collectively known as **Mooiberge**;
- 2.1.16 "development period" means the period from the date of establishment of the Association until all the Land Units situated on the Land have been transferred from the Developer to a purchaser, or until the Developer notifies the Association in writing that the development period has ceased, whichever shall occur first;
- 2.1.17 "erf/erven" means the individual erven which form part of the Estate(s) and created as a result of the subdivision of the Land, excluding the private open spaces and private streets; and any reference to an "erf" shall have the corresponding meaning;
- 2.1.18 "EMP" means the Environmental Management Plan approved by all relevant authorities (if applicable);
- 2.1.19 "Estate(s)" means a residential plot-and-plan development upon a portion of the Land in accordance with the approval obtained from the Local Authority and which forms part of Mooiberge;
- 2.1.20 "General Plan" means the General Plan in respect of the Land, providing for the subdivisions thereof, approved by the Surveyor-General;
- 2.1.21 "GM" means a collective reference to the AGM's and all SGM's;
- 2.1.22 "in writing" means written, printed, emailed or lithographed or partly one and partly another, and other modes of representing or producing words in a visible form;
- 2.1.23 "Land" means the land approved for residential development by the Local Authority, being collectively Portions 91 and 28 of Farm Haasendal No. 222, Stellenbosch Division, Western Cape Province;
- 2.1.24 "Landscape Plan" means the Landscape Plan approved by the Local Authority;
- 2.1.25 "Land Unit" means any subdivided portion of the Land, registered or capable of being registered as a separate erf or Section in the Cape Town Deeds Registry;



- 2.1.26 "levy/levies" means the levies imposed, calculated and payable in terms of this Constitution and more specifically, but not limited to, clause 11 below, but excluding any Special levies;
- 2.1.27 "Local Authority" means the Local Authority having jurisdiction over the Sectional Title Scheme(s) and Estate(s), being the City of Cape Town, or its successors in title;
- 2.1.28 "Management Company" means any person or entity appointed by the Developer, during the development period, and thereafter the Board, as an independent contractor to undertake any or all of the management functions of the Association and Sub-Association, subject to and in terms of this Constitution;
- 2.1.29 "MCR" means the Management and Conduct Rules as provided for in the Sectional Titles Act and STSMA, approved by the Developer, during the development period, and thereafter by the Board, as well as any regulatory body as provided for statutorily, in respect of each Sectional Title Scheme;
- 2.1.30 "Member" means a member of the Association, as set out in clause 6 of this Constitution. If a Member consists of more than one person, such persons shall be jointly and severally liable in *solidium* for all obligations of a member in terms of this Constitution;
- 2.1.31 "month" means a calendar month;
- 2.1.32 "MPBL" means the City of Cape Town Municipal Planning By-Law, 2015, published in the Provincial Gazette Extraordinary 7414 of the 29th of June 2015, as amended;
- 2.1.33 "Occupant" means any person(s) occupying an erf or Section or any improvements or structures thereon;
- 2.1.34 "Owner" means the registered owner of a Land Unit and as such a Sub-Member of the Association;
- 2.1.35 "Planning Legislation" means, collectively, the Western Cape Land Use Planning Act 3 of 2014, the Western Cape Land Use Regulations, 2015, the MPBL and the Spatial Planning and Land Use Management Act 16 of 2013;
- 2.1.36 "private open spaces" means all the private open spaces, indicated as such on the SDP and includes *inter alia* the clubhouse and communal pool (if constructed), which will be registered in the name of the Association in the Cape Town Deeds Registry and which private open spaces will, as such, become the responsibility of the Association or relevant Sub-Association, as the case may be;
- 2.1.37 "private streets" means the private street, as indicated on the SDP, that will be transferred in favour of the Association or Sub-Association, as the case may be, in the Cape Town Deeds Registry, which will become the responsibility of the Association or the relevant Sub-Association;
- 2.1.38 "Professional trustee" means a professional trustee, nominated by the Developer during the development period, and thereafter by the Board, which Professional trustee must be nominated and co-opted to the Board for his specific level of skill, expertise, knowledge of the Estate or Sectional Title Scheme, and experience in his field of qualification;



- 2.1.39 "SAC" means the constitution of any Sub-Association, where applicable, approved by its Members, the Developer (during the development period) and, thereafter, the Board, which constitution may never be in conflict of or alter any provisions of this Constitution;
- 2.1.40 "SDP" means the Site Development Plan approved by the Local Authority, attached hereto as Annexure A, which SDP may from time to time, during the development period, be amended by the Developer, subject to the approval thereof by the Local Authority, in which instance, the latest approved SDP will be deemed to be the SDP referred to in this Constitution;
- 2.1.41 "Section" means any section which forms part of a Sectional Title Scheme;
- 2.1.42 "Sectional Titles Act" means the Sectional Titles Act No 95 of 1986, as amended;
- 2.1.43 "Sectional Title Scheme(s)" means a residential sectional title development upon a portion of the Land subject to the provisions of the Sectional Titles Act and which forms part of Mooiberge;
- 2.1.44 "Security Company" means any person or entity appointed by the Developer, during the development period, and thereafter the Board, as an independent contractor to undertake any or all of the security functions of the Association and any Sub-Association, subject to and in terms of this Constitution;
- 2.1.45 "services" means such infrastructural utilities, amenities, structures or improvements to be provided and/or installed on the Land by the Developer, the Association or the Local Authority, as the case may be;
- 2.1.46 "SGM" means all Special General Meetings held by the Association as provided for and in terms of the provisions of this Constitution;
- 2.1.47 "Special levy" means any special levies imposed by the Developer, during the development period, and thereafter by the Board, over and above the levies as referred to in Clause 11 below;
- 2.1.48 "special resolution" means a resolution passed at a GM in accordance with the provisions of clause 29 below;
- 2.1.49 "STSMA" means the Sectional Titles Schemes Management Act 8 of 2011;
- 2.1.50 "Sub-Association" means any sub-homeowners' association, including a Body Corporate, in respect of any subdivided or sectionalised portion of the Land, who will all be Members of the Association and be bound to this Constitution;
- 2.1.51 "Sub-Member(s)" means each and every Owner of a Land Unit, from time to time, collectively forming, and being members of the Sub-Association at any time;
- 2.1.52 "these presents" means this Constitution and regulations and by-laws of the Association from time to time in force;
- 2.1.53 "trustee committee" means the board of trustees of the Association;
- 2.1.54 "trustee" means one of the trustees from the trustee committee, including Professional trustees, as provided for in terms of these presents;



2.1.55 "vice-chairman" means the vice-chairman of the trustee committee;

2.1.56 "year" means calendar year;

2.2 unless the context otherwise requires, any words importing the singular number only shall include the plural number, and vice versa; and the words importing any one gender only shall include the other two genders.

3. MAIN BUSINESS

The main business of the Association is to manage and control the promotion, advancement and protection of the Members and Sub-Members, as well as to manage, control and regulate the Estate(s) and Sectional Title Scheme(s) to the best advantage and benefit of the Members and Sub-Members.

4. MAIN OBJECTS AND THE STATUS OF THE ASSOCIATION

4.1 The main objects of the Association are:

- 4.1.1 to oversee, regulate and control the harmonious development of Mooiberge and to ensure and promote the general high standard of the Estate(s) and Sectional Title Scheme(s);
- 4.1.2 to own, control, improve, manage and maintain and to insure, where necessary, the building, structures, installations and equipment relating to the Common Property, the Communal Property, the services and the gardens at the cost and expense of the Association or the relevant Sub-Association, as the case may be, for the benefit of the Members and Sub-Members;
- 4.1.3 to maintain and keep up the landscaping, where applicable, and communal pool (if constructed) and clubhouse of the development, once established;
- 4.1.4 to enforce, manage, implement and control all the provisions, terms and conditions of this Constitution;
- 4.1.5 to institute, control and pay for measures relating to security of the Members, Sub-Members and Occupants;
- 4.1.6 to promote, advance, and control the communal interests of Members, Sub-Members and Occupants;
- 4.1.7 to acquire and grant servitudes;
- 4.1.8 to take action including the imposition of fines, or the institution of proceedings in a court of law, as may be deemed fit by the Board, in relation to non-compliance by any Member, Sub-Member or Occupant of any of the provisions of this Constitution;
- 4.1.9 to control the aesthetic appearance of the Land Units, including any improvements thereon;
- 4.1.10 to enforce certain conditions of subdivision approval or management plans listed in the conditions of subdivision and to provide for further development, where relevant, which development must form part of the Association and the procedures for incorporating the development;



- 4.1.11 to implement and enforce the EMP;
- 4.1.12 to control and ensure compliance with the Landscape Plan, including the landscaping on the Common Property, Communal Property and around verges and entrances;
- 4.1.13 to enter into service agreements and other necessary agreements with the Local Authority or any other authority or supplier of services in connection with the development;
- 4.1.14 to promote environmental awareness and responsibility amongst Members, Sub-Members and Occupants;
- 4.1.15 to enter into any agreement and other appropriate arrangement with any supplier, contractor or other third party, in relation to the administration, management and/or control of the development.

4.2 The Association shall be deemed to have come into existence on the date of the first registration of transfer of a Land Unit from the Developer to an Owner.

4.3 The Association is a legal person and as such –

- 4.3.1 the assets, liabilities, rights and obligations of the Association shall vest in it independently of its Members and Sub-Members;
- 4.3.2 the Association shall have perpetual succession;
- 4.3.3 all legal proceedings shall be brought by or against the Association, in the name of the Association, and the Board may authorise any person(s) to act on behalf of the Association and to sign all such documents and take all such steps as may be necessary in connection with any such legal proceedings; and
- 4.3.4 its Members and Sub-Members shall not, by reason of their membership, be liable for the liabilities and obligations of the Association.

5. FINANCIAL YEAR END

The financial year-end of the Association is the last day of the second month after the coming into existence of the Association or such other month end as determined by the Members at a GM.

6. MEMBERSHIP OF THE ASSOCIATION

6.1 Membership of the Association shall be compulsory for:

- 6.1.1 the Developer during the development period; and
- 6.1.2 each of the Sub-Associations established in respect of any portion of the Land, which shall include:
 - 6.1.2.1 Simonsberg Body Corporate;
 - 6.1.2.2 Towerkop Body Corporate;
 - 6.1.2.3 Hawequa Body Corporate;



- 6.1.2.4 Kogelberg Homeowners' Association;
- 6.1.2.5 Limietberg Body Corporate;
- 6.1.2.6 Pappegaaiberg Body Corporate; and
- 6.1.2.7 Any other Sub-Association which is added to the development by virtue of the Developer's right of extension in terms of section 25 of the Sectional Titles Act.

6.2 Although the Developer shall be a Member of the Association, the Developer shall pay no levies in respect of any Land Units registered in his name.

6.3 The Sub-Associations shall *ipso facto* be and become Members of the Association upon establishment of the Sub-Association concerned and be represented at meetings of the Association as provided for in terms of this Constitution.

6.4 A representative of the Developer shall be a Member and the chairman of the Association during the development period.

6.5 A Sub-Association may not at any time resign as a Member of the Association.

6.6 The provisions of this Constitution shall be binding upon all Members and Sub-Members, and, insofar as they may be applicable to all Occupants.

6.7 No Owner ceasing to be a Sub-Member of any Sub-Association for any reason shall, have any claim upon or interest in the funds or other assets of the Association. This clause shall be without prejudice to the rights of the Association to claim from such Sub-Member any arrears of levies, Special levies, subscriptions or other sums due from him to the Association at the time of his so ceasing to be a Sub-Member.

6.8 When a Sub-Member ceases to be the registered owner of a Land Unit, he shall *ipso facto* cease to be a Member of the Association.

6.9 No person may apply to the Registrar of Deeds for the registration of, and the Registrar of Deeds may not register, a Land Unit arising from the subdivision without the consent of the Association, which consent may not be unreasonably withheld.

A Member shall not be entitled to:

- 6.9.1 sell or transfer a Land Unit unless it has complied with the provisions of clause 9 of these presents;
- 6.9.2 without the prior written consent of the Association, as contemplated in clause 12 of these presents, and approval of the Local Authority:
 - 6.9.2.1 erect any new buildings and/or structures of any nature whatsoever in respect of the development;
 - 6.9.2.2 make any changes or alterations to existing structures and/or buildings in respect of the development.
- 6.9.3 Use, alter or change its building(s) and/or structures if such use, alteration or changes are in contravention of the existing zoning conditions, the National Building Regulations and/or the National Health Regulations.



6.10 The trustee committee may, by regulation, provide for the issue of a membership certificate, which certificate shall be in such form as may be prescribed by the trustee committee.

7. SUB-ASSOCIATIONS

- 7.1 The Developer intends to subdivide the Land for purposes of developing various Land Units thereon, which will be subject to this Constitution, SAC and MCR, as the case may be, as determined by the Developer during the development period.
- 7.2 All Sub-Associations will be Members of the Association, represented at any meeting of the Association, by the chairman or vice chairman of the Sub-Association, or a representative nominated by the trustees of such Sub-Association.
- 7.3 Membership of the Sub-Association will comprise the Owners of the various Land Units as provided for in the applicable SAC or MCR.
- 7.4 An Owner may never resign as a Member of the relevant Sub-Association or as a Sub-Member of the Association.
- 7.5 The members of a Sub-Association, will have the right to use that portion of the private streets held by the Association, which right of use may never be suspended.
- 7.6 The terms and conditions of SAC and the MCR may never be in conflict with this Constitution. In the event of any conflict, this Constitution will prevail.

8. GENERAL RIGHTS AND OBLIGATIONS OF MEMBERS/SUB-MEMBERS/OWNERS

- 8.1 Every Member/Sub-Member/Occupant shall comply with:
- 8.1.1 and at all times be bound by and will strictly adhere to the terms, conditions stipulations, guidelines and obligations contained in the Constitution, EMP, the Landscape Guidelines, SAC, MCR and all other rules or regulations made or promulgated by the Association, the Board or the Developer;
 - 8.1.2 all conditions imposed by the Local Authority or any other statutory body relating to Land Units and shall be solely responsible for non-compliance with such conditions;
 - 8.1.3 any agreement concluded by the Association, the Board or the Developer insofar as such agreement may directly or indirectly impose rights or obligations on a Member, Sub-Member or Occupant;
 - 8.1.4 any directive given by the Association, the Board, the Developer or the Management Company in the enforcement of the provisions of this Constitution.
- 8.2 Save as may be provided for herein, the rights and obligations of a Member and Sub-Member are not transferable, and every member and Sub-Member shall:
- 8.2.1 to the best of his ability further the objects and interests of the Association;
 - 8.2.2 observe all directives made or given pursuant to the provisions of the Constitution;
 - 8.2.3 be jointly liable with the other Members/Sub-Members for expenditure incurred in connection with the Association;



- 8.2.4 not use any building or other structure constructed within the development, or allow any other person to use such building or other structure, for purposes not permitted by this Constitution, MCR, SAC or any rules and/or regulations made in terms of this Constitution;
 - 8.2.5 not apply for the consolidation, subdivision or rezoning of its Land Unit, provided that selected departures or consent uses may be allowed, upon approval thereof by the Developer, for the duration of the development period; and thereafter, the Board; as well as the Local Authority;
 - 8.2.6 not conduct, or permit to be conducted or change the nature of, any business on a Land Unit, or use, or permit the use of, such Land Unit for purposes other than residential use, unless the Developer, for the duration of the development period, or thereafter, the Board has in writing approved the use to which the Land Unit is to be put, and the Local Authority has, to the extent that it may be necessary, granted approval authorising such use in terms of the Planning Legislation and other applicable laws and regulations.
- 8.3 Membership of the Association shall confer upon a Member, *inter alia*, the following rights, subject to the provisions of this Constitution –
- 8.3.1 the right to inspect and/or receive copies of the annual financial statements of the Association;
 - 8.3.2 the right to vote at all GM's in accordance with the provisions of this Constitution;
 - 8.3.3 the right to receive notices of, attend and speak at all GM's in accordance with the provisions of this Constitution;
 - 8.3.4 the right to convene a GM of Members (other than an AGM), provided that the Members holding between them, in aggregate, not less than one third of the voting rights of the Association collectively, convene such a meeting;
 - 8.3.5 each Member will be entitled to 1 (one) vote at any meeting or GM of the Association, irrespective whether voting is conducted by means of show of hands or by means of a poll.
- 8.4 Each Member shall ensure that none of its Sub-Members shall let or otherwise part with the occupation of his Land Unit, whether temporarily or otherwise, unless:
- 8.4.1 the proposed Occupant has agreed to be bound by all the provisions of the Constitution, the SAC, and the MCR, as applicable, and all other rules or regulations made or promulgated by the Association; and
 - 8.4.2 its Sub-Members shall at all times remain bound by the provisions of the Constitution, the SAC and the MCR, as applicable, and will be required to ensure and procure compliance therewith by such Occupant; and
 - 8.4.3 its Sub-Members shall be liable for the acts or omissions of all persons occupying his Land Unit whether lawfully or unlawfully including without limitation guests, employees, invitees, contractors, sub-contractors or agents.



- 8.5 The Sub-Member shall not be entitled to exhibit any signboards, notices, advertising boards, neon signs and nameplates on the interior or exterior of buildings situated on a Land Unit or anywhere within the Development, the Communal Property or the Common Property without the prior written approval of the Board. The Board reserves the right after approval was granted and signboards, notices, advertising boards, neon signs and/or nameplates were erected, to request the removal of such for whatever reason, by giving the Sub-Member 30 (thirty) days' notice.
- 8.6 The Sub-Member shall keep and maintain any signs approved of by the Board in a good and clean condition, and if such signs are electronic, electric or mechanical, in proper working order and condition.
- 8.7 Each Sub-Association or Sub-Member (whichever is applicable) shall be liable for the landscaping of all the road verges and pavements within its borders.
- 8.8 The Member/Sub-Member hereby indemnifies the Association and/or the Developer, as the case may be, against all claims of whatsoever nature which may be made against the Association, as a result of the installation, erection or operation of any signs or advertisements placed by a Member/Sub-Member, whether installed with or without the written approval of the Board, or any defect in any such signs, or in any such installation or erection, or as a result of any failure on the part of the Member/Sub-Member or any of the Member's/Sub-Member's employees, agents, customers or invitees to keep and maintain any such signs in good order and condition, or properly installed or erected.
- 8.9 In addition, each Sub-Member of a Land Unit shall –
- 8.9.1 ensure the maintenance of its Land Unit, and/or any improvements thereon, in a neat and tidy condition and in a state of good repair;
 - 8.9.2 not park, or permit the parking of, any commercial vehicle, boat, caravan, trailer or any vehicle not in good working order on any road, pavement, Communal Property or the Common Property;
 - 8.9.3 not do or suffer to be done on any Land Unit anything which, in the opinion of the Developer, for the duration of the development period, and thereafter the Board, is noisome, unsightly, injurious, objectionable or detrimental, or a public or private nuisance, or a source of damage or disturbance to any Owner or Occupant of any other Land Unit;
 - 8.9.4 comply with all security procedures and controls imposed by the Association and/or the Board, from time to time;
 - 8.9.5 ensure that it and its invitees do not damage or destroy trees, vegetation and landscaping on the Communal Property or the Common Property, and that its planting does not interfere with pedestrian traffic or obscure the vision of motorists;
 - 8.9.6 afford employees, agents and representatives of the Developer and the Association full access at all times to do all things reasonably necessary to construct and/or stabilize and/or maintain all Communal Property, Common Property, security cameras, boundary walls and edges;
 - 8.9.7 not use any building or other structure constructed within the development, or allow any other person to use such building or other structure, for purposes not permitted by this Constitution or all rules and/or regulations made in terms of this Constitution;



- 8.9.8 not apply for the subdivision or rezoning of its Land Unit with a view to procuring a variation, amendment or substitution of use rights, provided that selected departures or consent uses may be allowed, upon approval thereof by the Developer, during the development period, the Board and the Local Authority;
- 8.9.9 notify and supply the Management Company with the personal information and copies of the Identity Documents of any Occupants, domestic workers, garden workers or gardening services, or any other contractors employed by the Owner of its Land Unit;
- 8.9.10 not permit the number of Occupants of its Land Unit to exceed two persons per bedroom;
- 8.9.11 must ensure that all potential tenants meet the tenant accreditation criteria available from the Association and that the monthly rental payable by the tenant is market related.

9. ALIENATION

- 9.1 The Association shall ensure that none of its Members or Sub-Members shall in any manner Alienate or transfer a Land Unit unless:
 - 9.1.1 the proposed transferee, new shareholder of a Company, new members of a Close Corporation or new trustees of a Trust have irrevocably bound themselves in writing to become *ipso facto* a Sub-Member of the Association and a member of a Sub-Association and to observe the Constitution, as well as the SAC or MCR applicable, as the case may be, for the duration of his ownership of any Land Unit;
 - 9.1.2 the Association has given its prior written consent thereto and has issued a clearance certificate that all amounts owing to the Association and Sub-Association by such Owner, have been paid in full and that the Sub-Member/Occupant is not in breach of this Constitution, SAC, and MCR, as the case may be;
 - 9.1.3 the written consent of Combined Developers (Pty) Ltd, which consent will not be unreasonably withheld, has been obtained. This condition is to ensure that the standards and the condition of the development is upheld and safeguarded as intended by the Developer. The deeds office will not transfer a Land Unit without this consent.
 - 9.1.4 The provisions of clause 9.1 shall apply *mutatis mutandis* to any Alienation or transfer of an undivided share in any Land Unit.
- 9.2 In the event that the Association has ceased to function and the Member is unable to obtain the consent referred to in clause 9.1.2, the Member must obtain consent from at least 60% (sixty percent) of the Members of the Association, which consent shall be deemed to be consent of the Association.
- 9.3 Restrictions will be registered against the title deeds of all Land Units in order to give effect to the terms of this clause 9. The Members and Sub-Members shall however be bound by this Clause whether or not such restrictions are registered in the Cape Town Deeds Registry.
- 9.4 Each Sub-Member shall comply with all conditions imposed by the Local Authority or any other statutory body relating to Land Units and shall be solely responsible for non-compliance with such conditions.



9.5 It is recorded that only the Association and/or Sub-Association and Combined Developers (Pty) Ltd will be entitled to charge any fees or costs in respect of the issuing of the clearance certificate. For the avoidance of doubt it is recorded that the Developer will not be liable for the payment of any such costs or fees in respect of each and every transfer of a Land Unit to be registered for the first time from the Developer to a purchaser.

10. COMMUNAL PROPERTY

10.1 The Association or any relevant Sub-Association will take title to the Communal Property and Common Property, as the case may be, as indicated on the SDP, which Communal Property and/or Common Property will be transferred by the Developer to the Association or any relevant Sub-Association, free of counter value.

10.2 It will be the Association's responsibility to maintain, repair and insure any structures, buildings, roads, excluding the private streets, which will be the responsibility of the Sub-Association that is transferred in favour of the Association. Registration of the transfer of the Communal Property and/or Common Property will be effected by the attorneys appointed by the Developer.

10.3 The Association acknowledges that neither the Local Authority nor the Developer shall be responsible for, and the Association or Sub-Association, as the case may be, shall be solely responsible for, the care, repair, maintenance, cleaning, upkeep, improvements and proper control of the Communal Property and Common Property, and any structure or thing erected or contained therein or thereon, including private parking, electricity, telecommunications and any other private services, if applicable.

10.4 The Developer, during the development period, or the Association, Sub-Association and all service providers as approved by the Board or the Developer, during the development period, will at all times have free and unencumbered access to all registered servitudes on the Land or any Land Unit.

10.5 The Developer must construct detention and retention ponds on the Land, as required by the Local Authority, which ponds will be handed to the Association upon completion thereof, and from which date it will be the sole liability and responsibility of the Association. Sub-Member and/or Occupants will have no claims against the Developer, the Association, any Sub-Association or the Management Company for any damages or loss suffered as a result of the requisite ponds.

11. LEVIES PAYABLE BY THE MEMBERS

11.1 The Boards shall from time to time impose levies and Special levies upon the Members and/or Sub-Members for the purpose of meeting all the expenses in relation to the facilities and services for or in connection with the development, and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the Association and its affairs. Each and every Sub-Member, excluding any exceptions as provided for in this Constitution, will be liable for the payment of levies and Special levies, as and may be imposed by the Association, Sub-Association, the Developer and/or the Board in terms of this Constitution and/or the SAC and/or the MCR.

11.2 The Association shall recover expenditure incurred in connection with the Association, from its Members. The trustee committee shall charge levies upon the Members for the purpose of meeting all expenses which the Association has incurred, or to which the trustee committee reasonably anticipates the Association will be put by way of maintenance, repair, improvement and keeping in order and condition of the private open spaces and private



streets including, landscaping, all township services, sewage treatment, the security systems to be installed on the private open spaces and private streets and/or payment of all rates and other charges payable by the Association in respect of the private open spaces and private streets, and/or for the services rendered to it, and/or payment of all expenses necessary or reasonably incurred in connection with the management of the Association, the private open spaces and private streets and the Association's affairs, as applicable. In calculating levies the trustee committee shall take into account, income, if any, earned by the Association.

- 11.3 The trustee committee shall estimate the amount which shall be required by the Association to meet the expenses during each year, together with such estimated deficiency from the preceding year, if any, and shall make a levy, as near as reasonably practical to such estimated amount. The trustee committee may include in such levies an amount to be held in reserve to meet anticipated future expenditure not of an annual nature. 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 year.
- 11.4 The Developer reserves the right to install a fibre optic network in respect of the development, which will serve and provide the Members with telecommunication and data services within the development. In the event that the Developer does elect to install the aforesaid fibre optic network, an additional, compulsory monthly levy to be determined by the Developer during the development period, or the Board thereafter, shall be charged upon the Sub-Members for which the Sub-Members will receive telecommunication services and internet data. 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 year. Such compulsory levy will be subject to change at discretion of the Developer or the Board, as applicable, provided that any change shall be reasonable and market related.
- 11.5 The trustee committee, may from time to time, make Special levies upon the Members in respect of all such expenses which are not included in any estimate made in terms of clause 11.3, and such levies may be made in the sum or by such instalments and at such time or times as the trustee committee deems fit.
- 11.6 Any amount due by a Member by way of a levy, interest, fine or any other amount shall be a debt due by him/her to the Association. The obligation of a Member to pay a levy shall cease upon him/her ceasing to be a Member of the Association, without prejudice of the Association's right to recover arrear levies. No levies paid by a Member shall under any circumstances be repayable by the Association upon him/her ceasing to be a member. A Member's successor in title to a Land Unit shall be liable as from the date upon which he/she becomes a Member pursuant to the transfer of that Land Unit, to pay the levy attributable to that Land Unit.
- 11.7 Levies are payable to the Owners Association from the date of transfer of the Land Unit into the name of the Purchaser.
- 11.8 Members of the Association shall be entitled to elect to pay levies by means of any of the following methods:
 - 11.8.1 the issue of a stop-order against his banking account;
 - 11.8.2 an advance payment of all levies due for the full year; or
 - 11.8.3 electronic bank transfers.



- 11.9 Any Special levies imposed by the trustees in terms of clause 11.5 may be apportioned between the Members by the trustees in an apportionment, which the trustees may regard as reasonable, regard being had of the direct benefits, which the Member(s) may derive from the proposed expenditure for which the Special levies are imposed.
- 11.10 No Member shall be entitled to any of the privileges of membership, unless and until he/she has paid every subscription and other sum (if any), which shall be due and payable to the Association in respect of his/her membership thereof.
- 11.11 Interest will be charged at a rate of prime plus 5% (five percent) per annum on levies not paid on the first day of the month.
- 11.12 Payment of levies and Special levies by the Developer:
- 11.12.1 During the development period, any shortfall between the income derived from the levies and the Special levies paid by Sub-Members and the actual expenditure of the Association in each Financial Year that has been paid by the Developer, shall be reimbursed by the Association to the Developer;
- 11.12.2 During and after the development period, the Developer shall have no liability or obligation to pay or to contribute to any levies or Special levies in respect of any Land Units, provided that in the instance of a Land Unit being registered in the name of the Developer and such Land Unit is occupied by any Occupants, then and in that instance the Developer will, as from the date of occupation of such Land Unit, be liable for all levies and Special levies pertaining to such Land Unit.

12. BUILDINGS AND ALTERATIONS

- 12.1 A Member and a Sub-Member, with the exception of the Developer, shall not be entitled to without prior approval of the Local Authority and the Association:
- 12.1.1 erect any new buildings and/or structures of any nature whatsoever on any property within the development;
- 12.1.2 make any changes or alterations to existing buildings and/or structures on any property within the development, including to the external colour scheme.
- 12.2 The Association shall only give its approval, as contemplated in clause 12.1:
- 12.2.1 after detailed plans of the proposed work has been submitted to the Association and the Sub-Association of which such Sub-Member is a Member;
- 12.2.2 the Association and the relevant Sub-Association are satisfied that the proposed work is in accordance with the Design Guidelines, for the purposes of which the trustees or their nominee shall be the sole arbiter and their decision shall be final and binding on the Member;
- 12.2.3 the Association has approved their detailed plans of the proposed work in writing;
- 12.2.4 after detailed plans of the proposed work has been submitted to the Local Authority, or any competent person nominated by the Local Authority;
- 12.2.5 the Local Authority or its nominee(s) are satisfied that the proposed work is in accordance with the Sub-Association's design guidelines; and



12.2.6 the Member or Sub-Member, whichever may be applicable, has made payment of any costs, including scrutiny fees referred to in clause 13.1.4 of these presents; which may be incurred in obtaining the approval, as well as a deposit in such amount as the Association may from time to time determine as security for any damage to any of the Common Property or Communal Property, which amount shall be held in trust by the Association until the completion by the Member, Sub-Member and/or its contractors of such work.

12.2.6.1 Upon completion of all such building and other activities, the Association shall, if it is satisfied that no damage has been effected by the Member, Sub-Member or any of its contractors to the Common Property, Communal Property and/or landscaped areas within the development and that the work has been constructed in accordance with duly approved plans, release the building deposit to the Member or Sub-Member, excluding any interest thereon, which will accrue to the Association.

12.2.6.2 In the event that any landscaped area, Common Property and/or Communal Property has been damaged due to such work, the Member or Sub-Member shall within 15 (fifteen) days of having been requested to do so in writing by the Association, rectify the damage to the satisfaction of the Association, failing which, the Association shall be entitled to appoint an independent contractor to repair the damage and the amount paid to the Association as a building deposit shall be utilised to defray the expenses of the independent contractor. If the damage caused exceeds the amount paid as building deposit, the Association shall be entitled to recover the shortfall from the Member or Sub-Member.

12.3 The provisions of this clause 12 of the Constitution shall not be interpreted as detracting from the sole and final responsibility of the Local Authority to approve or reject building plans.

12.4 The provisions of this clause 12 shall not apply to the Developer, whether before or after the completion of the development.

13. ARCHITECTURAL AND DESIGN GUIDELINES

13.1 The Association shall be entitled to:

13.1.1 frame, implement and enforce conditions on Members in order to harmonise the architectural styles and design criteria of, and the materials and colours to be used in all buildings erected within the development, including any refurbishments, alterations and additions thereto, subject to these not being in conflict with legislation;

13.1.2 do such acts as are necessary to accomplish the purposes expressed or implied herein, which acts shall include, *inter alia*, the examination and endorsement of the relevant building plans as necessary for any construction, renovation and/or alteration within the development for submission to the Local Authority;

13.1.3 appoint such advisors as are necessary to scrutinise the relevant plans referred to herein;

13.1.4 impose a scrutiny fee on Members for the services as mentioned herein; and



13.1.5 amend, amplify, clarify or add to any of the provisions of the Design Guidelines.

13.2 The provisions of this clause shall not be applicable in relation to any of the works to be undertaken by the Developer prior to the completion of the development.

14. RESPONSIBILITY FOR THE PROVISION OF SERVICES

14.1 The responsibility for the provisions of the services, utilities and amenities of whatever nature as may be provided by or on behalf of the Association for Members, Sub-Members or Occupants within the development, excluding such services, utilities and amenities as are situated within the boundaries of a Sub-Association shall pass from the Developer to the Association on the date of the first registration of transfer of a Land Unit from the Developer to a purchaser who purchases a Land Unit from the Developer.

14.2 The Association shall be responsible for the provision of the management, maintenance, upkeep and repair of the Communal Property and the Common Property, as applicable.

14.3 It is recorded that the Association shall be responsible for the maintenance of the communal pool (if constructed) and the clubhouse, as indicated on the SDP.

14.4 The Board is responsible to ensure that the Association employs sufficient employees to fulfill all the obligations of the Association as provided for in this Constitution and to comply with the full responsibility as provided for in these presents.

15. DEALING WITH THE PRIVATE OPEN SPACES AND PRIVATE STREETS

Neither the whole, nor any portion of the private open spaces and private streets shall be:

15.1 sold, let, Alienated, otherwise disposed of, subdivided or transferred or mortgaged; or

15.2 subjected to any rights, whether registered in a deeds registry or not, of use, occupation or servitude, (save those enjoyed by the Members in terms hereof and the servitudes in favour of the Local Authority as required by the conditions of subdivision referred to in clause 1 above); without the specific prior written consent of the Local Authority and the sanction of a special resolution of the Association (and no Member shall be entitled to unreasonably vote against any such special resolution which may be proposed); or

15.3 built upon, improved or enhanced in value by the construction of buildings, erections, facilities or amenities, without the sanction of a special resolution of the Association.

16. RESPONSIBILITY FOR THE PRIVATE OPEN SPACES AND PRIVATE STREETS

16.1 The Association shall take transfer of the properties being the private open spaces and private streets and shall be responsible for the costs of transfer and be responsible for municipal rates and taxes and charges on the property from the formation of the Association until date of registration of transfer. Such transfer is to take place by no later than transfer of the last Land Unit.

16.2 The maintenance and upkeep of the landscaping, internal road and civil and electrical services are the responsibility of the Association.

16.3 The Association is aware and permits that an internal electrical network is installed in the common road reserve on the sidewalk and that the following conditions with regard to the services servitude will be inserted into the Title Deed of such properties namely:-



- 16.3.1 The Local Authority shall have the right to lay, relay, construct, erect, maintain, repair, renew, inspect, replace or remove such cable, lines, wires, miniature substations, distribution kiosk and allied equipment or appurtenances relating thereto in the road reserve/servitude area as it may in its sole discretion deem necessary for the purpose of the supply of electricity generally.
- 16.3.2 The Local Authority, which terms shall include its employees, servants, contractors or its agents generally, shall at all times have the right of free and unobstructed access to and the right to be upon the property and any of its private open spaces and private streets at any time in the exercise of its aforementioned rights, and for those purposes shall be entitled to bring onto the property such vehicles, machinery or equipment generally as it may consider necessary, and to store excavated materials on the property on a temporary basis, should the Local Authority deem this to be necessary in exercising the rights conferred upon it in terms of this agreement.
- 16.3.3 The Local Authority undertakes to take reasonable measures to protect the Owner's buildings, fencing and all other improvements to the property, and as far as reasonably possible, to carry out its operations in such way to minimise any interference with the Owner's normal use of the property, and wherever reasonably possible, to notify the Owner in advance of any contemplated works or repairs to be undertaken.
- 16.3.4 No buildings, walls or structures of any description shall be erected within or over the road reserve/servitude without the prior written consent of the Local Authority, which consent it shall be entitled to withhold in its sole discretion. No plants with big or invasive root systems shall be planted in the road reserve/servitude area or on the property in such a way as to make possible the invasion of the servitude area by the root systems, without the consent in writing of the Local Authority's electrical engineering or such other official as may from time to time be designated to fulfil his function.
- 16.3.5 No excavation or filling shall be carried out within the road reserve/servitude area without the prior consent of the Local Authority, and the Local Authority shall be entitled to withhold such consent in its own discretion.
- 16.3.6 No stakes, pegs, pins or similar object shall be driven into the road reserve/servitude area.
- 16.3.7 No plant or material shall be stored in the road reserve/servitude area without the consent in writing of the Local Authority, nor shall the Owner do or permit to be done anything on the property or in the servitude area which may destroy, damage or undermine the cables or equipment which the Local Authority may in terms hereof lay or install in the servitude area or bring onto the property. Should the Local Authority incur any costs as a result of the non-compliance by the Owner with the provisions of this paragraph, the Local Authority shall be entitled to recover such costs from the Owner.
- 16.3.8 Nothing herein contained shall have the effect of derogating from any rights or from the protection to which the Local Authority or the Owner may be entitled from time to time by virtue of statute or at common law relative to the electrical installation in the servitude area. Without derogating from the generality of the foregoing, the provisions hereof shall not be construed so as to derogate from such rights or protection as may be afforded to the Local Authority as supplier of



electricity (or "undertake") or of the Owner in terms of the Occupational Health and Safety Act No 85 of 1993, the Electricity Act No 41 of 1987, the Municipal Ordinance No 20 of 1974 or any regulations, bylaws or other subsidiary legislation promulgated thereunder.

16.3.9 Any damage caused to the services within the road reserve/servitude area by the Owner, his invitees, employees, servants or contractors, and any damage caused to the said services as a result of the failure of the Owner to comply fully with these conditions, shall be made good by the Local Authority at the cost of the Association.

16.4 The maintenance and repairs to the private open spaces and private streets shall be the sole responsibility of the Association, including the maintenance and repairs, to the satisfaction of the Local Authority, of the boundary wall and fence on the perimeter of the development.

17. LOCAL AUTHORITY

The Association agrees to and acknowledges the following power of duties of the Local Authority:-

17.1 If, for whatsoever reason, the Association becomes dysfunctional, the Local Authority may take over the duties and obligations of the Association.

17.2 In such an event as contemplated in clause 17.1, the Local Authority may take steps as it deems necessary and appoint a competent person to fulfil the functions of the Association. Any costs in this regard will be for the account of the Members.

17.3 The Local Authority may at all times gain access to the development in order to maintain the public roads and services.

18. TRUSTEE COMMITTEE

18.1 There shall be a board of trustees for the Association, which shall include a minimum of 3 (three) trustees and a maximum of 5 (five) trustees, provided that:

18.1.1 during the development period, and at the first AGM, the Developer shall be entitled to elect trustees and nominate a representative to act as chairman. Notwithstanding the aforesaid, the Developer shall be entitled to remain the sole trustee of the Association until completion of the development and registration of the last Land Unit in the development to a purchaser;

18.1.2 after the development period, the trustees shall be elected by the Members at the AGM and the Board shall determine the chairman.

18.2 A trustee shall be an individual who represents a Sub-Association, as such being a Member. A trustee, by accepting his appointment to office, shall be deemed to have agreed to be bound by all the provisions of this Constitution.

18.3 In accordance with 18.1.1, the chairman of the Board shall be the Developer concerned or his nominee, who shall hold office until the completion of the development, whereupon he shall retire, but shall be eligible for re-election.

18.4 A trustee shall be required to:



- 18.4.1 perform the functions of office in good faith, honestly and in a transparent manner; and
- 18.4.2 at all times act in the best interest of the Association, and in such a way that the credibility and integrity of the Association and/or the Estate is not compromised in any way.
- 18.5 No Sub-Member may be nominated to become a trustee if his Land Unit or any improvements thereon do not comply with the Constitution or any other rules or regulations made or promulgated by the Association, any Sub-Association or the Board.
- 18.6 A trustee may not without the permission of the Board, disclose any privileged or confidential information of the Board to any person not authorised or entitled to receive the same.
- 18.7 A trustee may not, except through the chairperson of the trustees and/or the Board:
 - 18.7.1 interfere in the management or administration of the development, unless mandated by the Board;
 - 18.7.2 give or purport to give any instruction to any employee other than the Management Company;
 - 18.7.3 obstruct or attempt to obstruct the Management Company or any of the office staff in the implementation of any decision or resolution of the Board; or
 - 18.7.4 encourage or participate in any conduct which would cause or contribute to maladministration by the Board.
- 18.8 Should the Board find that a trustee has breached any provision of this Constitution, SAC, the MCR or any of the rules or regulations aforesaid, the Board may:
 - 18.8.1 issue a formal warning to the trustee concerned;
 - 18.8.2 reprimand the trustee;
 - 18.8.3 suspend the trustee;
 - 18.8.4 request the trustee to resign, or
 - 18.8.5 request the Association to remove the trustee from the Board.
- 18.9 The Developer, during the development period, and thereafter, the Board may appoint a Professional trustee to serve as a trustee on the Board for a predetermined period of time, as and when the Board is of the opinion that the need for such a Professional trustee has occurred. The Professional trustee must be familiar with the operation and management of the development. The Professional trustee may attend Board meetings but will only serve in an advisory capacity and will no voting rights whatsoever. The Developer, or the Board, as the case may be, must agree on the fee structure of the Professional trustee prior to his appointment and is subject to the allowance for professional fees in the budget of the Association and the availability of such funds.



- 18.10 During the development period, the Developer will be entitled to nominate at least 1 (one) trustee to serve as a trustee on the Board of every Sub-Association, irrespective of whether the Developer owns a Land Unit in such a Sub-Association, which trustee will have all the rights and obligations of a normal elected trustee of such a Sub-Association. During the development period, the trustee representing the Developer must, at the election of the Developer, serve as chairperson of any relevant Sub-Association.

19. REMOVAL AND ROTATION OF TRUSTEE MEMBERS

- 19.1 Save as set forth in this clause 19 below, each trustee shall continue to hold office until the AGM next following his said appointment, at which meeting each trustee shall be deemed to have retired from office as such, and shall be eligible for re-election to the trustee committee at such meeting.
- 19.2 A trustee shall be deemed to have vacated his office as such upon:
- 19.2.1 his estate being sequestrated (provisionally or finally), or surrendered;
 - 19.2.2 him making any arrangement or compromise with his creditors or committing any act of insolvency;
 - 19.2.3 his conviction for any offence involving dishonesty;
 - 19.2.4 him becoming of unsound mind or being found lunatic;
 - 19.2.5 his resignation from such office in writing;
 - 19.2.6 him becoming disqualified to act as a director of a company in terms of the Companies Act 71 of 2008;
 - 19.2.7 his removal from office by a special resolution of the Members, provided that anything done in the capacity of a trustee in good faith, by a person who ceases to be a trustee, shall be valid until the fact that he is no longer a trustee has been recorded in the minute book of the trustee committee.
- 19.3 Upon any vacancy occurring in the trustee committee prior to the next AGM, the vacancy in question shall be filled by a person nominated by those remaining for the time being of the trustee committee, or by another trustee nominated by the Developer if such shall occur during the development period.
- 19.4 The Board shall be entitled to co-opt any person chosen by them to act as trustee, subject always to the exclusive right of appointment and removal by the Developer during the development period.

18. OFFICE OF TRUSTEES

- 18.1 The first trustees must be appointed at the first GM, and such office bearers shall hold their respective offices until the first AGM following the date of their appointment, provided that any such office shall *ipso facto* be vacated by the trustee holding such office upon him/her ceasing to be a trustee for any reason.
- 18.2 The Developer shall remain the sole chairman of the trustees until completion of the development and the provisions of clause 37 shall apply. Thereafter the trustees shall be entitled, within 60 (sixty) days of the holding of the AGM, to meet and elect from amongst



themselves, a new chairman and if necessary, a vice-chairman, who shall hold their respective offices until the AGM held next after their said appointment, provided that the office of the chairman or vice-chairman shall *ipso facto* be vacated by the trustee holding such office upon him ceasing to be a trustee for any reason. No one trustee shall be appointed to more than one of the aforesaid offices. In the event of any vacancy occurring in any of the aforesaid offices at any time, the trustee committee shall immediately meet to appoint one of their number as a replacement in such office.

- 18.3 The chairman shall have a casting, as well as deliberative vote at trustees meetings, save for where there are only 2 (two) trustees.
- 18.4 Save as otherwise provided in these presents, the chairman shall preside at all meetings of the trustee committee, and all GM's of Members, and shall perform all duties incidental to the office of chairman and such other duties as may be prescribed by the trustee committee or Members, and to allow or refuse to permit invitees to speak at any such meetings, provided however, that any such invitees shall be entitled to vote at any such meetings.
- 18.5 The vice-chairman shall assume the powers and duties of the chairman in the absence of the chairman, or his inability or refusal to act as chairman, and shall perform such duties as may from time to time be assigned to him by the chairman or the trustee committee.
- 18.6 Trustees shall be entitled to be repaid all reasonable and bona fide expenses incurred by them respectively in or about the performance of their duties as trustees and/or chairman, vice-chairman, as the case may be, but save as aforesaid, shall not be entitled to any other remuneration in respect of the performance of such duties.

19. FUNCTIONS AND POWERS OF THE TRUSTEE COMMITTEE

- 19.1 Subject to the express provisions of these presents, the trustee committee shall manage and control the business and affairs of the Association, shall have full powers in the management and direction of such business and affairs and, save as may be expressly provided in these presents, may exercise all such powers of the Association, and do all such acts on behalf of the Association as may be exercised and done by the Association, and as are not by these presents required to be exercised or done by the Association in GM, subject nevertheless to such regulations as may be prescribed by the Association in a GM from time to time, provided that no regulation made by the Association in a GM shall invalidate any prior act of the trustee committee which would have been valid if such regulation had not been made.
- 19.2 The trustee committee shall have the right to vary, cancel or modify any of its decisions and resolutions from time to time.
- 19.3 The trustee committee shall have the right to co-opt onto the trustee committee any Member(s) chosen by it. A co-opted trustee shall enjoy all the rights and be subject to all the obligations of the trustees.
- 19.4 The trustee committee may, should it be decided, investigate any suspected or alleged breach by any Member or trustee of these presents, in such reasonable manner as it shall decided from time to time.
- 19.5 The trustee committee may make regulations and rules, consistent with this Constitution, or any regulations or rules prescribed in the Association in a GM:
 - 19.5.1 as to disputes generally;



- 19.5.2 for the furtherance and promotion of any of the objects of the Association;
 - 19.5.3 for the better management of the affairs of the Association;
 - 19.5.4 for the advancement of the interests of Members;
 - 19.5.5 for the conduct of trustee committee meetings and GMs; and
 - 19.5.6 to assist it in administering and governing its activities generally, and shall be entitled to cancel, vary or modify any of the same from time to time.
- 19.6 The trustees shall cause all moneys received by the Association to be deposited or credited to an account or accounts with a registered commercial bank in the name of the Association and, subject to any direction given or restriction imposed at a GM of the Association, such moneys shall only be withdrawn for the purpose of payment of the expenses of the Association or in investment on behalf of the Association.
- 19.7 Any act performed by the trustees shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any trustee, be as valid as if such trustee had been duly appointed or had duly continued in office.
- 19.8 At the first meeting of the trustees or so soon thereafter as is possible and annually thereafter, the trustees shall take steps to insure any buildings and improvements to the private area, to the full replacement value thereof against –
- 19.8.1 Fire, lighting and explosion;
 - 19.8.2 Riot, civil commotion, strikes, lock-outs, labour disturbances or malicious persons acting on behalf of or in connection with any political organisation;
 - 19.8.3 Storm, tempest and flood;
 - 19.8.4 Earthquake;
 - 19.8.5 Aircraft and other aerial devices or articles dropped therefrom;
 - 19.8.6 Bursting or overflowing of water tank, apparatus or pipes;
 - 19.8.7 Impact with any of the said buildings or improvements by any road vehicle;
 - 19.8.8 Housebreaking or any attempted threat;
 - 19.8.9 Loss of occupation or loss of rent in respect of any of the above risks;
 - 19.8.10 Such other perils or dangers as the trustees or any Owner may deem appropriate.
- 19.9 At the first meeting of the trustees, or as soon thereafter as is possible, the trustees shall take all reasonable steps to insure the Owners and the trustees and to keep them insured against liability in respect of:-
- 19.9.1 death, bodily injury or illness; and
 - 19.9.2 loss of, or damage to property



occurring in connection with the private area, for a sum of liability of not less than R100,00 (one hundred Rand), which sum may be increased from time to time as directed by the Owners in a GM.

20. PROCEEDINGS OF THE TRUSTEE COMMITTEE

- 20.1 The trustee committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, subject to any provisions of these presents.
- 20.2 Meetings of the trustee committee shall be held at least once every quarter, provided that if all the trustees agreed upon, and have waived the above requirement in respect of a particular quarter, then no meeting of the trustee committee need be held for that quarter.
- 20.3 The quorum necessary for the holding of any meeting of trustee committee shall be 50% (fifty percent) of the total number of trustees.
- 20.4 The chairman shall preside as such at all meetings of the trustee committee, provided that, should at any meeting of the trustee committee the chairman not be present with 5 (five) minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting, provided further that should the vice-chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, those present of the trustees shall vote to appoint a chairman for the meeting, who shall thereupon exercise all the powers and duties of the chairman in relation to such meeting.
- 20.5 A trustee shall take minutes of every trustee committee meeting, although not necessarily verbatim, which minutes shall be reduced to writing without undue delay after the meeting will have closed and shall then be certified correct by the chairman of the meeting. All minutes of trustee committee meetings shall after certification as aforesaid be placed in a trustee committee minute book to be kept in accordance *mutatis mutandis*, with the provisions of law relating to the keeping of minutes of meetings of directors of companies. The trustee committee minute book shall be open for inspection at all reasonable times by a trustee, the Auditors, and the Members.
- 20.6 All competent resolutions recorded in the minutes of any trustee committee meeting shall be valid and of full force and effect as therein recorded, with effect from the passing of such resolutions, and until varied or rescinded, but no resolution or purported resolution of the trustee committee shall be of any force or effect, or shall be binding upon the Members or any of the trustees unless such resolution is competent within the powers of the trustee committee.
- 20.7 Save as otherwise provided in these presents, the proceedings at any trustee meeting shall be conducted in such reasonable manner and form as the chairman of the meeting shall decide.
- 20.8 A resolution signed by all the trustees shall be valid in all respects as if it had been duly passed at a meeting of the trustee committee duly convened.
- 20.9 No document, referred to in clause 6.9, signed on behalf of the Association shall be valid and binding unless it is signed by a trustee and the managing agent or 2 (two) trustees.



21. FIRST, ANNUAL AND GENERAL MEETINGS OF THE ASSOCIATION

- 21.1 The Developer shall, within 60 (sixty) days of the transfer of 60% (sixty percent) or more of the Land Units arising from the subdivision of the Land or within 2 (two) years of the transfer of the first Land Units, whichever is the earlier, call a meeting of the Members of the Association.
- 21.2 The Developer shall within 60 (sixty) days of the meeting referred to in 21.1 notify the Local Authority that the meeting has taken place and provide the Local Authority with a copy of the minutes of the meeting.
- 21.3 The trustees of the Association shall, after the first meeting referred to in clause 21.1 and within 6 (six) months after the end of its financial year, arrange an AGM of the Association which is to be held at least once every year thereafter.
- 21.4 All GM's other than AGM's shall be called SGM's.
- 21.5 The trustee committee, may, whenever they think fit, convene a SGM.

22. NOTICE OF MEETINGS OF THE ASSOCIATION

- 22.1 An AGM and a meeting called for the passing of a special resolution, shall be called by 14 (fourteen) days' notice in writing or by email at the least, and a SGM, other than one called for the passing of a special resolution, shall be called by 21 (twenty one) days' notice in writing or by email at the least. In each case, the notice shall be exclusive of the day on which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, and in the case of a special resolution, the terms and effect of the resolution and the reasons for it shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the trustee committee to such persons as are under these presents entitled to receive such notices from the Association; provided that a GM of the Association shall, notwithstanding that it is called by shorter notice than the specified in these presents, be deemed to have been duly called if it is so agreed:
- 22.1.1 in the case of a meeting called as the AGM, by all the Members entitled to attend and vote there at; and
- 22.1.2 in the case of a SGM, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 75% (seventy five percent) of the total voting rights of all Members.
- 22.2 The accidental omission to give notice of a meeting or of any resolution, or to give any other notification, or present any document required to be given or sent in terms of these presents, or the non-receipt of any such notice, notification or document by any Member or other person entitled to receive the same, shall not invalidate the proceedings at, or any resolution passed at, any meeting.

23 VENUE OF GENERAL MEETINGS

GM's of the Association shall take place at such place/s as shall be determined by the trustee committee from time to time.



24 QUORUM FOR GENERAL MEETINGS

- 24.1 No business shall be transacted at any GM unless a quorum is present when the meeting proceeds to business. The quorum necessary for the holding of any GM shall be such of the Members entitled to vote, as together for the time being, represent 20% (twenty percent) of the total votes of all Members of the Association entitled to vote, for the time being save that not less than 3 (three) Members must be personally present.
- 24.2 If within half an hour from the time appointed for the holding of a GM, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time and if a quorum is not present within half an hour of the time appointed for the meeting, the Owners present in person or by proxy and who are entitled to vote shall form a quorum.

25 AGENDA AT GENERAL MEETINGS

In addition to any other matters required by these presents to be dealt with at an AGM, the following matters shall be dealt with at every AGM:

- 25.1 the consideration of the chairman's report to the trustee committee;
- 25.2 the election of the trustee committee;
- 25.3 the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 25.4 the consideration of the balance sheet of the Association for the last financial year of the Association preceding the date of such meeting;
- 25.5 the consideration of the report of the Auditors;
- 25.6 the consideration of the total levy (as referred to in clause 11) for the calendar year during which such AGM takes place;
- 25.7 the consideration of insurance; and
- 25.8 the consideration and fixing of the remuneration of the Auditors for the financial year of the Association preceding the AGM.

26 PROCEDURE AT GENERAL MEETINGS

- 26.1 The chairman shall preside as such at all GM's, provided that should he/she not be present within 5 (five) minutes after the time appointed for the holding thereof, then the vice-chairman shall act as chairman at such meeting, provided further that should the vice-chairman also not be present within 5 (five) minutes of the time appointed for the holding of such meeting, then the Members present at such meeting entitled to vote, shall vote to appoint a chairman for the meeting, who also thereupon exercise all the powers and duties of chairman in relation to such meeting. The Managing Agent may also chair any GM.
- 26.2 The chairman may, with the consent of any GM at which a quorum is present (and if so directed by the meeting) adjourn a meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.



- 26.3 Whenever a meeting is adjourned for 10 (ten) days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of adjournment, or of the business to be transacted at an adjourned meeting.
- 26.4 Except as otherwise set forth in these presents, all GM's shall be conducted in accordance with generally accepted practice.

27. PROXIES

- 27.1 A Member may be represented at a GM by a proxy, who must himself be a Member of the Association.
- 27.2 To be effective at a GM or adjourned GM, a proxy together with the original or a notarially certified copy of a power of attorney or other authority under which it is signed must be lodged with the Association at least 48 (Forty Eight) hours before the commencement of the GM or adjourned GM concerned but the Board may from time to time determine that such documents:
- 27.2.1 are to be lodged at a particular place;
 - 27.2.2 are to be lodged a certain number of hours, not exceeding 48 (forty eight) in all, before the meeting;
 - 27.2.3 may be lodged at any time before or during the meeting. Notwithstanding the foregoing the chairperson of the meeting may agree to accept a proxy tendered at any time before or during the meeting.
- 27.3 A proxy will be valid for the specific GM it was granted and not for any other meeting.
- 27.4 The instrument appointing a proxy shall be in such form that is acceptable to the chairperson of the GM or adjourned GM in respect of which it is tendered and the decision of the chairperson as to what is or is not acceptable will be binding on all the Members.

28. VOTING AT GENERAL MEETINGS

- 28.1 Only Members shall be entitled to vote on matters raised at GM's.
- 28.2 At every GM:
- 28.2.1 each Member, present in person or by proxy and entitled to vote, shall have 1 (one) vote;
 - 28.2.2 during the development period the Developer shall as Member be entitled to 150 (one hundred and fifty) additional votes in addition to its one vote.
- 28.3 Save as provided in this Constitution, no person other than a Sub-Member duly registered and who shall have paid every levy, Special levy and other amount, if any, which may be due and payable to the Association and Sub-Association in respect of or arising out of his membership, and who is not suspended, shall be entitled to be present or to vote on a matter, either personally or by proxy at any GM.



- 28.4 Voting at GM's shall take place by way of a show of hands unless on or before the declaration of the result of the show of hands a poll is demanded by the chairperson. If a poll is demanded it shall be taken in such a manner as the chairperson may direct.
- 28.5 Subject to the provision of this Constitution, all resolutions shall be passed by Ordinary Resolution.
- 28.6 If any difficulty or dispute arises regarding the admission or rejection of a vote or regarding any other matter, such difficulty or dispute is to be determined by the chairperson whether or not scrutineers might have been appointed to count the votes, and his decision shall be final and conclusive.
- 28.7 A vote cast under a proxy, power of attorney, or other authority which has been revoked shall nevertheless be valid unless:
- 28.7.1 written notice of the revocation is received by the Association prior to the meeting concerned, or
- 28.7.2 the chairperson agrees to accept written or oral notice of such revocation at the GM.
- 28.8 No objection shall be raised to the admissibility of any vote except at the GM or adjournment GM at which the vote objected to is cast and every vote not disallowed at such GM shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the GM whose decision shall be final and conclusive.
- 28.9 A declaration made in good faith by the chairperson of a GM to the effect that, either on a show of hands or on a poll, a resolution has or has not been passed shall be final and conclusive and the resolution shall be deemed to have been so passed or not passed.
- 28.10 Any resolution which could be passed at GM, other than a special resolution or a resolution to remove a trustee or auditor, may be passed without a GM being held if one or more copies of the resolution are signed by or on behalf of a simple majority of all the members entitled to vote at a GM.

29. SPECIAL RESOLUTION

- 29.1 A resolution by the Association shall be a special resolution if at a GM of which not less than 14 (fourteen) clear days' notice has been given specifying the intention to propose the resolution as a special resolution, the terms and effect of the resolution and the reasons for it and at which Members holding in aggregate not less than three-fourths of the total votes of all the Members entitled to vote at the meeting, are present in person or by proxy, and the resolution has been passed on a show of hands, by not less than three-fourths of the number of the Members entitled to vote at the meeting who are present in person or by proxy, or where a poll has been demanded, by not less than three-fourths of the total votes to which the Members present in person or by proxy, are entitled.
- 29.2 If less than three-fourths of the total votes of all the Members entitled to attend the meeting and vote at the meeting, are present or represented at a meeting called for the purpose of passing a special resolution, the meeting shall stand adjourned to a date not earlier than 14 (fourteen) days and not later than 30 (thirty) days after the date of the meeting and the provisions of clause 26.3 shall apply in respect of such adjournment.



- 29.3 At the adjourned meeting, the Members who are present in person or by proxy and are entitled to vote may deal with the business for which the original meeting was convened and a resolution passed by not less than three-fourths of such Member shall be deemed to be a special resolution even if less than one-fourth of the total votes are represented at such adjourned meeting.

30. MANAGEMENT COMPANY

- 30.1 The Developer shall be entitled (but not obliged, and at their own discretion) to manage or to appoint a single Management Company for the development and the Sub-Associations, during the development period, which appointment shall be valid and binding on the Association during the development period and for a period of 5 (five) years after the termination of the development period. For the avoidance of doubt, it is recorded that only one Management Company may be appointed for the whole of the development, irrespective of whether such appointment is made during the development period, or thereafter.
- 30.2 The Developer has the irrevocable power and authority to appoint the Management Company of the development during the aforesaid period and to determine the terms and conditions of such appointment.
- 30.3 Subject to the provisions of this Constitution and the terms of its appointment, the Management Company shall have full power to manage and control the business and affairs of the Association or such portion thereof as may be determined by the Association in a GM, and may exercise all such powers of the Association and do all acts on behalf of the Association itself.
- 30.4 During the development period, the Developer will determine the fees or remuneration to be paid by the Association to the Management Company and the other terms and conditions of its appointment, which fees will be agreed upon by the parties to the relevant agreement, provided that fees thus payable must be allowed for in the budget of the Association.
- 30.5 After the development period and upon the termination of an appointment of the Management Company by the Developer, or in the event that an existing Management Company's appointment is terminated, a successor Management Company shall from time to time be appointed by the Association in a GM and the Members shall determine the fees or remuneration to be paid by the Association to such Management Company and all the other terms and conditions of their appointment, it being contemplated that at all times the affairs of the Association will be entrusted in whole or part to a professional Management Company with appropriate executive powers so as to conform to the requirements of good corporate governance.

31 SECURITY COMPANY

- 31.1 It is recorded that the Developer, during the development period and thereafter the Board, will be entitled to appoint a single Security Company during the development period on terms and conditions to be determined by the Developer or the Board, as the case may be, in its sole discretion.
- 31.2 The Association and each Sub-Association, as the case may be, may only utilize the services of the single Security Company appointed by the Developer, during the development period, and thereafter by the Board, for the whole of the development.



- 31.3 The services of the appointed Security Company, must be utilised by the Management Company.
- 31.4 The Security Company may utilise camera equipment (if applicable) within the development, subject to the condition that the privacy of each Sub-Member/Occupant of a Land Unit, must at all times be respected and honoured as far as possible.
- 31.6 The security services must at all times be rendered by such Security Company at market related prices.
- 31.7 The Association and/or the Developer will not accept any responsibility or liability in respect of any damages caused by the Security Company and/or any of its employees or vehicles utilised.

32. AGREEMENTS WITH THIRD PARTIES AND/OR OTHER PROFESSIONAL OFFICERS

- 32.1 The Developer, during the development period and thereafter the Board may enter into agreement with any third party for the provision of facilities or services to or for the Members and/or the Sub-Members, and may levy charges in respect of the provision thereof, or may pass on such costs direct to the Sub-Members. The Members and Sub-Members will accordingly be bound by all agreements/appointments this done by the Developer and any agreements concluded by the Developer for the leasing or purchase of all equipment or infrastructural assets, or for the provision of security for the development, or for the provision of any other service or supplies for the development which the Developer may consider necessary in its discretion, even where such contracts or commitments include the payment of costs or outgoings on an ongoing basis. It is recorded that, without limitation, the Developer intends to conclude agreements for the maintenance of the landscaping and gardens, the hire or supply of electronic surveillance equipment, electric fencing, telephone and telecommunication services and monitoring.
- 32.2 Save as specifically provided otherwise in this Constitution, the trustee committee shall at all times have the right to engage on behalf of the Association, the services of accountants, Auditors, attorneys, advocates, architects, engineers, any other professional person or firm and/or any other employee/s whatsoever, for any reasons thought necessary by the trustee committee and on such terms as the trustee committee shall decide, subject to any of the provisions of these presents, provided that any expenditure incurred in respect of the above, shall not exceed 5% (five percent) of the total annual levy for the year in question, unless authorised by a special resolution.

33. ACCOUNTS

- 33.1 The Association or the trustee committee, may from time to time make reasonable condition and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Association, or any of them, and subject to such conditions and regulations, the accounts and books of the Association shall be open to the inspection of Members at all reasonable times during normal business hours.
- 33.2 The trustee committee shall cause proper accounting records to be kept. Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary fairly to present the state of affairs and business of the Association and to explain the transactions and financial position of the activities of the Association.



- 33.3 At each AGM, the trustee committee shall lay before the Association a proper income and expenditure account for the immediately preceding financial year of the Association, or in the case of the first account, for the period since the incorporation of the Association, together with a proper balance sheet made up as at the last financial year end of the Association. Every such balance sheet shall be accompanied by proper and extensive reports of the trustee committee and the Auditors if appointed.
- 33.4 The accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheets ascertained by the Auditors at least once a year.
- 33.5 The trustee committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Association or any of them shall be open to inspection by Members or Sub-Members not being trustees. No one other than a trustee shall have any right of inspecting any accounting records or documents of the Association, except as authorised by the trustee committee.

34. SERVICE OF NOTICE

- 34.1 Notices may be given by the Association to any Member or Sub-Member either at the address indicated by him, or by sending it by post in a prepaid letter addressed to such Member or Sub-Member at the address (if any) within the Republic of South Africa supplied by him to the Association for the giving of notices to him.
- 34.2 Notice of every GM shall be given:
- 34.2.1 to every Member of the Association;
 - 34.2.2 to the accounting officer for the time being of the Association;
 - 34.2.3 to any Professional trustee;
- 34.3 Any notice by post shall be deemed to have been served at the time when it was posted, and in proving the giving of the notice by post, it shall be sufficient to prove that the notice was properly addressed and posted to the last known address of the Member.
- 34.4 The signature to any notice given by the Association may be written or printed, or partly written and partly printed.
- 34.5 When a given number of days' notice or notice extending over any other period is required to be given, the day on which it is served or deemed to be served and the day for which it is given shall not be counted in such number of days or period.

35. INDEMNITY

- 35.1 The Developer, the trustees, the Professional trustees, the Auditors and the Management Company, and each servant, agent or employee of the Association shall be and they are hereby indemnified by the Association against any liabilities *bona fide* incurred by them in their respective capacities in the proper discharge of any of their duties including, without limitation, the costs of defending any proceedings, civil, criminal or otherwise arising out of the due execution by them of their duties, and including all costs, losses and expenses, including traveling expenses which they or any of them may incur or becomes liable for by reason of any contract entered into, or any act or deed done, by them in the due discharge of any of their respective duties.



- 35.2 A trustee, the Developer or Professional trustee shall not be liable for the act or omission of the Management Company, Auditors or of any of the other trustees whether in their capacity as such or as chairperson, or for any loss or expense sustained or incurred by the Association through the insufficiency or deficiency of any security in or upon which monies of the Association are invested, or for loss or damage arising from the insolvency or wrongful act of any person with whom any monies, securities or effects are deposited, or for any loss or damage occasioned by any *bona fide* error of judgement or oversight on his part, or for any loss, damage or misfortune of whatsoever nature occurring in the execution of his duties in relation thereto, unless same shall have occurred as a result of *mala fides*, breach of duty or breach of trust.
- 35.3 The Developer and the Management Company is hereby irrevocably indemnified against any loss or any possible damages or claim for damages that the Association, any Sub-Association, Member, Sub-Member, and/or Occupant of any Land Unit may suffer as a result of any installation of any service or facility, including but not limited to the swimming pool (if applicable), play equipment, gym equipment, irrigation dam, within the development or any act or conduct by the Developer in the exercising of the development rights, whether that such damage was caused by any willful or negligent act of the Developer.
- 35.4 Any person using any of the services, Common Property, Communal Property, communal swimming pool (if applicable), clubhouse, or any other facilities of the Association within the development, does so entirely at his own risk.
- 35.5 The right of admission to the development is, during the development period, reserved in favour of the Developer and the Association and thereafter in favour of the Association.

36. BREACH

- 36.1 Should any Member:
- 36.1.1 fail to pay on due date any amount due by that Member in terms of this Constitution or any regulation made there under and remain in default for more than 7 (seven) days after being notified in writing to do so by the trustees or Managing Agent; or
 - 36.1.2 commit any breach of any of the provisions of this Constitution or regulation made there under and fail to remedy that breach within a period of 7 (seven) days after the receipt of written notice to that effect by the trustees or Managing Agent;
- The trustees shall have the right:
- 36.1.3 to institute legal proceedings on behalf of the Association against such Member for the payment of such overdue amount or for performance of his obligations in terms of this Constitution or any regulation made there under, as the case may be; or
 - 36.1.4 to suspend all or any services to the Land Unit owned by that Member; and/or
 - 36.1.5 to impose a penalty fine of an amount deemed to be reasonable by the trustees for payment by the Member. Any penalty amount payable by an Owner and/or Occupant to the Association in terms of the MCR shall be deemed an additional levy in respect of such Member's Land Unit.
- 36.2 Should the trustees institute any legal proceedings against any Member pursuant to a breach by that Member of this Constitution or any regulation made there under, then without prejudice to any other rights which the trustees or the Association or any other



Member may have in law, the trustees shall be entitled to recover from such Member all legal costs incurred by the trustees or the Association, including attorney/client charges, administration, tracing fees and collection commission.

- 36.3 Without prejudice to all or any of the rights the trustees or the Association granted under this Constitution, should any Member fail to pay any amount due by that Member on the due date, then such Member shall pay interest thereon calculated at the prime interest rate plus 5% (five percent) per annum, calculated from the due date for payment until the actual date of payment of such amount.

37. ARBITRATION

- 37.1 Provided that no resolution can be reached within 14 (fourteen) days of an aggrieved party giving the other party notice thereof, any dispute, question or difference arising at any time between Members or between Members and trustees out of or in regard to:

37.1.1 any matter arising out of this Constitution; or

37.1.2 the rights and duties of any of the parties mentioned in this Constitution; or

37.1.3 the interpretation of this Constitution;

shall be submitted to and decided by arbitration on notice given by any party to the other parties who are interested in the matter in question.

- 37.2 Arbitration shall be held in Cape Town informally and otherwise upon the provisions of the Arbitration Act No. 42 of 1965 (as amended or replaced from time to time) it being intended that, if possible, it shall be held and concluded within 21 (twenty one) business days after it has been demanded.

- 37.3 The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of arbitration in such amount and form as the arbitrator may determine, failing which, the arbitration shall not be proceeded with.

- 37.4 Save as otherwise specifically provided herein, the Arbitrator shall be, if the question in dispute is:

37.4.1 primarily an accounting matter – an independent accountant;

37.4.2 primarily a legal matter – a practicing counsel or attorney of not less than 10 (ten) years' standing;

37.4.3 any other matter – an independent and suitably qualified person appointed by the Auditors; as may be agreed upon between the parties to the dispute.

- 37.5 If agreement cannot be reached on whether the question in dispute falls under clauses 37.4.1, 37.4.2 or upon a particular arbitrator in terms of clause 37.4.3, within 3 (three) business days after the arbitration has been demanded, then:

37.5.1 the President for the time being of the Law Society of the Cape of Good Hope or its successor/s shall determine whether the question in dispute falls under clauses 37.4.1, 37.4.2 or 37.4.3; or



- 37.5.2 the President for the time being of the Law Society of the Cape of Good Hope shall nominate the arbitrator within 7 (seven) business days after the parties have failed to agree, so that the arbitration can be held and concluded as soon as possible within the 21 (twenty one) business days.
- 37.6 The arbitrator shall make his award within 7 (seven) days after completion of the arbitration and shall in giving his award, have regard to the principles laid down in terms of this Constitution. The arbitrator may determine that the cost of the arbitration may be paid either by one or other of the disputing parties or by the Association as he in his sole discretion may deem fit.
- 37.7 The decision of the arbitrator shall be final and binding and may be made an order of the High Court of South Africa, Cape Town or its successor/s upon the application of any party to the arbitration.
- 37.8 Notwithstanding anything to the contrary contained in clauses 37.1 to 37.7 inclusive, the trustees shall be entitled to institute legal proceedings on behalf of the Association by way of application, action or otherwise in any Court having jurisdiction for the purposes of restraining or interdicting breaches of any of these provisions.

38. AMENDMENTS OF THE CONSTITUTION

- 38.1 This Constitution, or any part thereof, shall not be repealed or amended save by a special resolution adopted at an AGM or a SGM of the Members and subject further to the prior written consent of the Local Authority being obtained for such amendment.
- 38.2 The Constitution of the Association and any amendment thereof must be lodged with the Local Authority and the latest copy duly lodged with the Local Authority, which the Local Authority has certified, is presumed to contain the operative provisions of the Constitution.
- 38.3 The Local Authority is exempt from liability for any damage which may be caused by its certification of a Constitution of an owners' association or an amendment thereof or by the loss of a Constitution lodged with the Local Authority.

39. STATUTORY AND GENERAL

- 39.1 An Owner –
- 39.1.1 shall not use his erf or permit to be used, in such a manner or for such purpose as shall be injurious to the reputation of the development;
- 39.1.2 shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, relating to or affecting the occupation of the Land Unit, or the carrying on of business on the property, or so contravene or permit the contravention of the conditions of title applicable to his Land Unit or any other Land Unit;
- 39.1.3 shall not make alterations which are likely to impair the use and enjoyment of other erven or the private open spaces and private streets;
- 39.1.5 shall not do anything to his Land Unit which is likely to prejudice the harmonious appearance of the development;



- 39.1.6 shall not use any private open spaces and private streets or portion thereof for any purpose other than intended in terms of its zoning and by resolution of the Association;
- 39.1.7 shall be bound by the architectural and the Design Guidelines for any erections or additions to any structure, including the covering and enclosure of patios.
- 39.2 No Member will be entitled to demolish, paint or change or in any way decorate or add to any part or portion of any fence that the Developer may construct on the perimeter of the development.
- 39.3 The trustee committee will be the only persons entitled to perform any of the actions referred to in 39.2 above in respect of such fence.
- 39.4 No alteration or addition or change to the colour scheme may be made to any building or structure on the Land Unit without the consent of all the Members of the Association.
- 39.5 The provisions of these rules and of the MCR, and the duties of the Owner in relation to the use and occupation of Sections and Common Property shall be binding on the Owner of any erf and any lessees or other Occupant of any such property and it shall be the duty of the Owner to ensure compliance with the rules by his lessee or Occupant, including employees, guests and any Member of his family, his lessee or his Occupant.
- 39.6 If any Owner fails to repair or maintain his Land Unit in a state of good repair and any such failure persists for a period of 30 (thirty) days after the giving of written notice by the trustees or the managing agent on their behalf, to repair or maintain, the Association shall be entitled to remedy the Owner's failure and to recover the reasonable costs of doing so from such Owner.
- 39.7 The trustees or the Management Company or their employees, agents or contractors shall be entitled and shall have the right to enter any Land Unit for the purpose of repairing, maintaining or installing any facilities, services, equipment or structures relating to the provision of security or any other service to the development generally.
- 39.7 The Developer, during the development period, and thereafter, the Board, may appoint only 1 (one) service provider for the provision of any kind of service or product to the development, the Members, the Sub-Members, any Sub-Association or Occupant. The Members, Sub-Associations, Sub-Members and/or Occupants will be bound by such appointment being made. This condition will be binding and of full force and effect on all appointments to be made or agreements to be concluded with such service provider, as may be provided for in the Constitution, or in the discretion of the Developer during the development period, and the Board, after the development period.
- 39.8 All the Land Units are subject to the servitudes as mentioned in the Title Deed of the Land, the approved General Plan in respect of each phase of the development and all servitudes as may be imposed by the Local Authority and/or during the development period, by the Developer. All of the above servitudes include the unrestricted right of access over any Land Unit in favour of the holder of any servitude.

40. EFFECTIVE DATE

This Constitution shall come into force when the first Land Unit in the development is registered in the Deeds Office.



41. STATUS OF DEVELOPER

Until such time as the completion of the development, the following provisions shall apply in addition to the conditions in these presents:

41.1 The Developer shall be entitled:

- 41.1.1 to remain the sole trustee/chairman of the Association until completion of the development, but reserves the right to also nominate and appoint a pro rata proportion of the trustees to the Board, such proportion being the same proportion as exists between the total number of all the erven and the total number of all the erven of which the Developer is the registered Owner at the relevant time, subject to the provision that until completion of the development has been achieved, the Developer shall always be entitled to appoint at least one trustee to the Board;
- 41.1.2 At a meeting of the Members, the Developer shall hold a number of votes equal to the number of properties owned at the time of voting plus an amount of votes equal to 50% (fifty percent) of the erven sold, whether such vote is by show of hands or poll. At a meeting of the trustees, the Developer (as the chairman of the trustees) will have an amount of votes equal to the total number of trustees appointed, whether such vote is by poll or show of hands;
- 41.1.3 To require that the trustee committee enforces the rights granted to it in terms of these presents against any Member or Sub-Member who, in the opinion of the Developer, is not complying with his obligations as a Member or Sub-Member, and in particular, within restricting the finality of the a foregoing, has failed to maintain all building and other improvements on its property by giving such Member or Sub-Member written notice in which his failure to comply with the particular provisions of these presents is detailed and calling upon him to remedy such failure within a prescribed period of not more than 30 (thirty) days; failing which, the Developer shall be entitled at the sole cost of that Member or Sub-Member to carry out all such work as may be required to maintain such building and other improvement on its property;
- 41.1.4 to erect such signage, flagpoles, messages and/or other forms of notices or advertising on the development including the private open spaces and private streets, the private road area and/or the exterior walls (if any) of the development, subject to the regulations and by-laws of Local Authority pertaining to signage from time to time;
- 41.1.5 to further develop land adjacent to the development, during and after the development period. In this instance, the Constitution must be amended by the Developer, with the approval of the Local Authority, to provide for the addition of land to the development. The Local Authority may prescribe conditions pertaining to the incorporation of the additional land. It is recorded that the Owners or Occupants of the additional land, will *ipso facto* become Sub-Members of the Association and will be subject to all the rights and obligations of a Sub-Member, as provided for in this Constitution, including, but not limited to, the payment of levies. The details of the additional land must be announced to the current Members at a GM. No Member or Sub-Member will have the right to vote or object to the requisite addition of additional land to the development, provided that the Developer confirm to the conditions imposed by the Local Authority or any other relevant authority.



- 41.1.6 to amend this Constitution during the development period, without the need to be approved by the Association in GM, so as to comply with the requirements from time to time of the Local Authority in relation to the conditions of establishment for the development or any subdivisions thereof, or any other land which may be added to the development by the Developer, in its sole discretion. Any such amendments will only be communicated by the Developer to the Management Company and the Developer will not be obliged to communicate these changes to the Members;
 - 41.1.7 to scrutinise, approve and submit all building plans to the relevant authority to obtain the relevant approvals until the completion of the development;
 - 41.1.8 to cede and assign all or any of its rights or obligations in terms of the Constitution, in writing, to any transferee of its choice and such transferee shall be entitled to take transfer of all such rights and obligations;
 - 41.1.9 to abandon, in whole or in part, any of its rights, at any time; provided that it is done in writing.
- 41.2 Neither the trustee committee nor any Member of the Association shall prevent or hinder in any way the Developer from:
- 41.2.1 gaining access to and egress from the development;
 - 41.2.2 continuing any building operations at the development; and/or
 - 41.2.3 marketing and selling any of its unsold Land Units, including the advertisement of the sale of such Land Units on the private open spaces and private streets and/or at the development.
- 41.3 Upon the completion of the development, the rights of the Developer in terms of the provisions of this clause 41 shall immediately terminate *ipso facto* and no longer be of any force and effect.
- 41.4 In the event of a dispute as to whether or not the development has been completed as envisaged herein, the decision of the architect appointed by the Developer for the development shall be final and binding.
- 41.5 No provision of this Constitution shall be added to, amended, substituted or repealed without the prior written consent of the Developer for the duration of the development period.

42. STATUS OF THE ASSOCIATION

The Association shall be an association:

- 42.1 within legal personality, capable of suing and being sued in its own name as has perpetual succession;
- 42.2 none of whose members in their personal capacity shall have any right, title or in the funds or assets of the association, which shall vest in and be controlled by the trustee committee in terms hereof; and
- 42.3 not for profit, but for benefit of the Owners and Occupants of properties in the development.



ANNEXURE A – SITE DEVELOPMENT PLAN

KOGELBERG CONDUCT & MANAGEMENT RULES - ANNEXURE J

MANAGEMENT RULES

[as prescribed in Annexure 1 of the Sectional Titles Schemes Management Regulations and additional rules imposed by the Developer]

KOGELBERG Sectional Title Scheme

INDEX

	PART 1 - INTRODUCTORY	P
1.	HEADING	1
2.	INTERPRETATION	1
3.	AMENDMENT AND BINDING NATURE	3
4.	SERVICE ADDRESSES	3
	PART 2 - TRUSTEES	
5.	NUMBER	4
6.	REQUIREMENTS FOR OFFICE AND DISQUALIFICATION	4
7.	NOMINATION, ELECTION AND REPLACEMENT	5
8.	PAYMENT AND INDEMNITY	5
	PART 3 - TRUSTEE MEETINGS AND DECISIONS	
9.	GENERAL POWERS AND DUTIES	6
10.	VALIDITY OF ACTIONS	6
11.	CALLING AND ATTENDANCE AT MEETINGS	7
12.	CHAIRPERSON	8
13.	QUORUM	8
14.	VOTING	9
	PART 4 - OWNERS' MEETINGS	
15.	NOTICE	10

16.	FIRST GENERAL MEETING	11
17.	ANNUAL AND SPECIAL GENERAL MEETINGS	13
18.	CHAIRPERSON	15
19.	QUORUM	16
20.	VOTING AND REPRESENTATIVES	17
	PART 5 - FINANCIAL MANAGEMENT	
21.	FINANCIAL YEAR, FUNCTIONS AND POWERS	19
22.	MAINTENANCE REPAIR AND REPLACEMENT PLAN	20
23.	INSURANCE	21
24.	ADMINISTRATIVE AND RESERVE FUNDS	23
25.	CONTRIBUTIONS AND CHARGES	24
26.	FINANCIAL RECORDS, BUDGETS, REPORTS AND AUDIT	25
	PART 6 - ADMINISTRATIVE MANAGEMENT	
27.	GOVERNANCE DOCUMENTS AND RECORDS	28
28.	EXECUTIVE MANAGING AGENTS AND MANAGING AGENTS	30
	PART 7 - PHYSICAL MANAGEMENT	
29.	IMPROVEMENTS TO COMMON PROPERTY	32
30.	USE OF SECTIONS AND COMMON PROPERTY	33
31.	OBLIGATION TO MAINTAIN	34
32.	MAINTENANCE TO GARDEN SECTION OF UNITS (EXCLUSIVE USE)	34
	PART 8 – RULES IMPOSED BY THE DEVELOPER	
32.	DUTIES AND RESPONSIBILITIES IN RESPECT OF MORTGAGEES	35
33.	STATUS OF THE DEVELOPER	35
34.	RESERVATION OF RIGHTS	35
35.	LEVIES	36

PART 1

INTRODUCTORY

1. Heading

Management rules prescribed in terms of section 10(2)(a) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011).

2. Interpretation

- (1) In the interpretation of these rules, unless the context indicates otherwise -
- (a) **"adjudicator"** means an adjudicator acting in terms of the Community Schemes Ombud Service Act, 2011 (Act No. 9 of 2011);
 - (b) **"administrator"** means an administrator appointed in terms of section 16 of the Act;
 - (c) **"auditor"** means a person accredited to perform an audit in terms of the Auditing Professions Act, 2005 (Act No. 26 of 2005);
 - (d) **"Community Schemes Ombud Service"** means the service established in terms of the Community Scheme Ombud Service Act, 2011 (Act No. 9 of 2011);
 - (e) **"estimated cost"**, for the purposes of rule 22, means the estimated cost to maintain, repair or replace a major capital item;
 - (f) **"expected life"**, for the purposes of rule 22, means the estimated number of years before it is expected that the cost of maintenance, repair or replacement of a major capital item will be incurred;
 - (g) **"executive managing agent"** means a managing agent appointed to carry out all the functions and powers of the trustees in terms of rule 28;
 - (h) **"future development right"** means a right to extend the scheme in terms of section 25 of the Sectional Titles Act;
 - (i) **"major capital item"**, for the purposes of rule 22, means wiring, lighting and electrical systems, plumbing, drainage and storm-water systems, heating and cooling systems, any lifts, any carpeting and furnishings, roofing, interior and exterior painting and waterproofing, communication and service supply systems, parking facilities, roadways and paved areas, security systems and facilities and any other community and recreational facilities;

- (j) **"managing agent"** means any person who provides scheme management services to a body corporate for reward, whether monetary or otherwise, including any person who is employed to render such services;
 - (k) **"member"** means a member of the body corporate;
 - (l) **"past contribution"**, for the purposes of rule 22, means the funds in the reserve fund of the body corporate in respect of the estimated cost;
 - (m) **"primary section"** means a section designed to be used for human occupation as a residence, office, shop, factory or for any other type of use allowed in terms of local municipal by-laws, not being a utility section;
 - (n) **"registered auditor"** means a person as defined in terms of the Auditing Professions Act, 2015 (Act No. 26 of 2005);
 - (o) **"registered bondholder"** means the holder of a mortgage bond of whom the body corporate has been notified in terms of section 13(1)(f) of the Act;
 - (p) **"reserve funds"** means an amount set aside by the body corporate to meet the unexpected costs that may arise in future, including future cost of maintenance
 - (q) **"Sectional Titles Act"** means the Sectional Titles Act, 1986, (Act No. 95 of 1986), as amended;
 - (r) **"service address"** means the service address of a member or the body corporate in terms of rule 4; and
 - (s) **"the Act"** means the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011);
 - (t) **"utility section"** means a section which, in terms of local municipality by-laws, is designed to be used as an accessory to a primary section, such as a bathroom, toilet, storeroom, workshop, shed, servant's quarters, parking garage, parking bay or other utility area, not being a primary section.
- (2) In the interpretation of these rules -
- (a) words and expressions to which a meaning has been assigned in the Act or its regulations, bear those meanings;
 - (b) words importing -
 - (i) the singular must be interpreted to include the plural, and the plural to include the singular; and
 - (ii) any one gender must be interpreted to include all other genders; and

(c) the headings of rules must not be taken into account.

3. Amendment and binding nature

- (1) The body corporate may substitute, amend, repeal, or add to the management rules subject to and in accordance with the provisions of section 10 of the Act.
- (2) A member must take all reasonable steps to ensure compliance with the conduct rules in force in terms of section 10(2)(b) of the Act by any tenant or other occupant of any section or exclusive use area, including the member's employees, guests, visitors and family members.

4. Service addresses

- (1) The body corporate must, from time to time, determine the address that is its *domicilium citandi et executandi* in terms of section 3(1)(o) of the Act; provided that such service address must be-
 - (a) the physical address of a section in the scheme;
 - (b) the physical address of a duly appointed managing agent or administrator;
or
 - (c) another physical address within the magisterial district in which the scheme is located.
- (2) The trustees may designate a fax, email or other address as an alternate body corporate service address.
- (3) A change of a body corporate service address is effective when written notice of that address is lodged with the Community Schemes Ombud Service in the prescribed form.
- (4) The trustees must, when they give the Community Schemes Ombud Service notice of a change of the body corporate service address in terms of section 3(1)(o) of the Act, simultaneously give such written notice to all members and other occupiers of sections and to all registered bondholders.
- (5) The service address for any legal process or delivery of any other document to a member is the address of the primary section registered in that member's name; provided that a member is entitled by written notice to the body corporate to change that address for purposes as contemplated in subsections 6(3)(c) and 6(4) of the Act to another physical address, postal address or fax in the Republic of South Africa or to an email address, and that the change in the service address of the member is effective when the body corporate receives notice of such a change.

- (6) The service address for any legal process or delivery of any other document to an occupier of a section, who is not a member, is the physical address of that section.

PART 2

TRUSTEES

5. Number

- (1) All the members are trustees from the establishment of the body corporate until the end of the first general meeting.
- (2) Subject to rules 6(4) and 28(1), if a body corporate consists of less than 4 members who are owners of primary sections, each member or his or her representative recognised by law is considered to be a trustee without election to office.
- (3) If a body corporate consists of more than 4 members who are owners of primary sections, they must from time to time determine the number of trustees to be elected in terms of these rules.

6. Requirements for office and disqualification

- (1) A trustee need not be a member or the legally recognised representative of a member who is a juristic person.
- (2) A person who is the managing agent or an employee of the managing agent or the body corporate may not be a trustee unless that person is a member.
- (3) A trustee who has any direct or indirect personal interest in any matter to be considered by the trustees must not be present at or play any part in the consideration or decision of the matter concerned.
- (4) A trustee ceases to hold office if that trustee -
 - (a) by written notice to the body corporate, resigns from office;
 - (b) is declared by a court to be of unsound mind;
 - (c) is or becomes insolvent and the insolvency results in the sequestration of that trustee's estate;
 - (d) is convicted, or has been convicted in the Republic or elsewhere, of theft, fraud, forgery, perjury or any other offence involving dishonesty;
 - (e) is sentenced to imprisonment without the option of a fine;

- (f) is removed from an office of trust on account of misconduct in respect of fraud or the misappropriation of money;
- (g) is removed from office by ordinary resolution of a general meeting; provided the intention to vote on the proposed removal was specified in the notice convening the meeting;
- (h) is or becomes disqualified to hold office as a director of a company in terms of the Companies Act, 2008 (Act No. 71 of 2008);
- (i) fails or refuses to pay the body corporate any amount due by that trustee after a court or adjudicator has given a judgment or order for payment of that amount.

7. Nomination, election and replacement

- (1) A member may nominate any person for the office of trustee.
- (2) The nomination of trustee must be in writing, accompanied by the written consent of the person nominated and delivered to the body corporate service address at least 48 hours before the annual general meeting is due to start.
- (3) If an insufficient number of nominations are received in terms of sub-rule (2), further nominations may be called for at the annual general meeting with the consent of the persons nominated.
- (4) Save for the provisions of rules 5(1) and (2), trustees must be elected at the first general meeting of the body corporate and then at each subsequent annual general meeting.
- (5) If a trustee ceases to hold office -
 - (a) the remaining trustees; or
 - (b) the members in general meeting, may appoint a replacement trustee.
- (6) An elected or replacement trustee holds office until the end of the next annual general meeting and is eligible for re-election, if properly nominated.
- (7) The trustees may appoint, for a specified period, a person qualified to serve as a trustee as a replacement for any trustee who is absent or otherwise unable to perform the duties of that office.

8. Payment and indemnity

- (1) The body corporate must reimburse trustees for all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.

- (2) Unless so determined by special resolution, trustees who are members are not entitled to any reward, whether monetary or otherwise, for their services as such.
- (3) Trustees who are not members may be rewarded for their services as such; provided that any reward, whether monetary or otherwise, must be approved by a resolution of the body corporate as part of the budget for the scheme's administrative fund.
- (4) The body corporate must indemnify a trustee who is not a managing agent against all costs, losses and expenses arising as a result of any official act that is not in breach of the trustee's fiduciary obligations to the body corporate.

PART 3

TRUSTEE MEETINGS AND DECISIONS

9. General powers and duties

The trustees must -

- (a) meet to carry out the body corporate's business, adjourn and otherwise regulate their meetings as they think fit, subject to the provisions of the Act, these rules and the common law of meetings;
- (b) exercise the body corporate's powers and functions assigned and delegated to them in terms of section 7(1) of the Act in accordance with resolutions taken at general meetings and at meetings of trustees;
- (c) apply the body corporate's funds in accordance with budgets approved by members in general meeting;
- (d) appoint any agent or employee in terms of section 4(a) of the Act in terms of a duly signed written contract; and
- (e) compile minutes of each trustee and general meeting in accordance with rule 27(2)(a) and distribute these to the persons entitled to notice of the meeting concerned as soon as reasonably possible, but not later than 7 days after the date of the meeting.

10. Validity of actions

- (1) No document signed on behalf of the body corporate is valid and binding unless it is signed on the authority of a trustee resolution by -
 - (a) two trustees or the managing agent, in the case of a clearance certificate issued by the body corporate in terms of section 15B(3)(i)(aa) of the Sectional Titles Act; and

- (b) two trustees or one trustee and the managing agent, in the case of any other document.
- (2) A resolution adopted or other act performed by the trustees remains valid and effective notwithstanding the later discovery of some defect in the appointment of a trustee or the disqualification of a trustee.

11. Calling and attendance at meetings

- (1) A trustee may at any time call a meeting of trustees by giving all other trustees not less than seven days written notice of the time and place of the meeting and by setting out an agenda for the meeting: Provided that -
 - (a) in cases of urgency a trustee may give such shorter notice as is reasonable in the circumstances; and
 - (b) notice need not be given to any trustee who is absent from the Republic unless the meeting is one referred to in sub-rule (5), but notice must be given to any replacement trustee appointed for that trustee.
- (2) The trustees may by written resolution set the dates of and a standard agenda for their future meetings and delivery of a copy of this resolution is considered adequate notice of all such future meetings.
- (3) Members, registered bondholders, holders of future development rights and the managing agent may attend trustee meetings and may speak on any matter on the agenda, but they are not entitled to propose any motion or to vote; provided that such persons are not entitled to attend those parts of trustee meetings that deal with -
 - (a) discussions of contraventions of the Act or rules; or
 - (b) any other matters in respect of which the trustees resolve that the presence of any such persons would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (4) If a member, a registered mortgagee or the holder of a future development right in writing requests notice of trustee meetings, the trustees must deliver to that person a copy of a notice of a meeting referred to in sub-rule (1), a resolution referred to in sub-rule (2) and a notice of any adjournment of such a meeting; provided that the body corporate may recover from the person concerned the costs of delivery of such documents.
- (5) The trustees may make arrangements for attendance at a trustee meeting by telephone or any other method, if the method -
 - (a) is accessible to all trustees and other persons entitled to attend the meeting;

- (b) permits all persons participating in the meeting to communicate with each other during the meeting; and
 - (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.
- (6) A person who attends a meeting as provided under sub-rule (5) is considered present in person at the meeting.

12. Chairperson

- (1) If a body corporate consists of only two members, the provisions in these rules in regard to the election and functions of a chairperson do not apply.
- (2) At the commencement of the first meeting of trustees after an annual general meeting at which trustees have been elected and whenever else necessary, the trustees must by majority vote elect a chairperson from among their number.
- (3) The chairperson of the trustees holds office as such until the end of the next annual general meeting.
- (4) The trustees at a trustees' meeting or the members at a general meeting may remove the chairperson from office if notice of the meeting contains a clear statement of the proposed removal; provided that such removal does not automatically remove the chairperson from the office of trustee.
- (5) If a chairperson is removed from office as such or ceases to hold office as a trustee, the remaining trustees must elect a replacement chairperson from among their number who holds office as chairperson for the remainder of the period of office of his or her predecessor and has the same voting rights.
- (6) If the elected chairperson vacates the chair during the course of a trustee meeting, is not present or is for any other reason unable or unwilling to preside, the trustees present must choose another chairperson from among their number and that replacement chairperson has all the powers and functions of the chairperson while acting as such.

13. Quorum

- (1) At a trustee meeting, 50 per cent of the trustees by number, but not less than two, form a quorum.
- (2) If the number of trustees falls below the number necessary to form a quorum, the remaining trustee or trustees may continue to act, but only to -
 - (a) appoint replacement trustees to make up a quorum; or
 - (b) call a general meeting.

- (3) If at any trustee meeting a quorum is not present within 30 minutes of the appointed time for the meeting, the trustees present, but not less than two, must adopt interim resolutions in respect of each item on the agenda.
- (4) An interim resolution adopted by trustees in terms of sub- rule (3) does not take effect unless it is confirmed -
 - (a) at the next trustee meeting at which a quorum is present; or
 - (b) by written resolution signed by all the trustees.

14. Voting

- (1) A motion at a trustee meeting -
 - (a) does not have to be seconded; and
 - (b) must be determined by resolution adopted by the majority of the trustees present and voting.
- (2) Each trustee is entitled to one vote; provided that if the deliberative votes of the trustees, including that of the chairperson, are tied, the chairperson has a casting vote, unless there are only two trustees.
- (3) A trustee is disqualified from voting in respect of -
 - (a) any proposed or current contract or dispute with the body corporate to which the trustee is a party; and
 - (b) any other matter in which the trustee has any direct or indirect personal interest.
- (4) Trustees must adopt decisions by resolutions adopted by majority vote: Provided that resolutions may be put to the vote -
 - (a) at trustee meetings; or
 - (b) by a notice sent to each trustee which contains the text of any proposed resolutions and instructs the trustees to indicate their agreement to the resolution by their signature, which signatures must be received by the body corporate before expiry of the closing date specified in the notice.

PART4

OWNER MEETINGS

15. Notice

- (1) Subject to sub-rule (7), at least 14 days' written notice (or by email) of a general meeting specifying the place, date and hour of the meeting must be given to -
 - (a) all members;
 - (b) all registered bondholders;
 - (c) all holders of future development rights; and
 - (d) the managing agent.
- (2) A person who has a right to be notified under this rule may waive that right by notice in writing delivered to the body corporate and may, at any time and in the same way, revoke that waiver; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to notice and any of them may revoke that waiver.
- (3) The notice of a general meeting must be accompanied by at least-
 - (a) an agenda, as required in terms of these rules;
 - (b) a copy or comprehensive summary of any document that is to be considered or approved by members at the meeting; and
 - (c) a proxy appointment form in the prescribed format.
- (4) A general meeting must be held in the local municipal area where the scheme is situated unless the members have by special resolution decided otherwise.
- (5) Registered bondholders, holders of future development rights and the managing agent may attend general meetings and may speak on any matter on the agenda, but they are not, in those capacities, entitled to propose any motion or to vote; provided that such persons are not entitled to attend any part of a general meeting if the members resolve that their presence would unreasonably interfere with the interests of the body corporate or any person's privacy.
- (6) Notice of a general meeting must be delivered to -
 - (a) members at their service addresses in terms of rule 4(5), and
 - (b) other persons at the most recent physical, postal, fax or email address of which they have notified the body corporate in writing.

- (7) A general meeting may be called-
- (a) on 7 days' notice if the trustees have resolved that short notice is necessary due to the urgency of the matter and set out their reasons for this resolution; provided that the trustees must not take such a resolution in regard to a meeting referred to in rule 29(2) or (4);
 - (b) on less than 14 days' notice, if this is agreed to in writing by all persons entitled to attend.
- (8) Failure to give proper notice of a general meeting to a person entitled to receive notice does not invalidate a vote taken at the meeting, as long as the body corporate made a reasonable attempt to give the notice.
- (9) Voting at a general meeting may proceed despite the lack of notice as required by this rule, if all persons entitled to receive notice in writing waive their right to notice.

16. First general meeting

- (1) The developer must include with the notice of the first general meeting held in terms of section 2(8) of the Act -
- (a) an agenda in accordance with sub-rule (2);
 - (b) the documents referred to in sub-rule (2); and
 - (c) a comprehensive summary of the rights and obligations of the body corporate under the policies and contracts referred to in sub-rule (2)(d).
- (2) The agenda for the first general meeting of members must include at least the following -
- (a) a motion to confirm or vary the terms of the policies of insurance effected by the developer or the body corporate;
 - (b) a motion to confirm or vary an itemised estimate of the body corporate's anticipated income and expenses for its first financial year;
 - (c) a motion to approve, with or without amendment, the developer's -
 - (i) evidence of revenue and expenditure concerning the management of the scheme from the date of the first occupation of any unit until the date of the establishment of the body corporate, as required in terms of section 2(8)(c)(iii) of the Act; and
 - (ii) financial statements relating to the management and administration of the scheme from the date of establishment of the body corporate to

the date of notice of the first general meeting referred to in sub-rule (1);

- (d) subject to section 15(2) of the Act, a motion to ratify or not to ratify the terms of any contract entered into by the developer on behalf of the body corporate;
 - (e) a motion confirming that the developer has -
 - (i) furnished the meeting with copies of the documents referred to in section 2(8) of the Act and in this rule; and
 - (ii) paid over any residue referred to in section 2(9) of the Act;
 - (f) a motion appointing an auditor to audit the evidence and financial statements referred to in sub-rule (2)(c);
 - (g) motions determining the number of trustees and electing trustees;
 - (h) a motion detailing any restrictions to be imposed or directions to be given in terms of section 7(1) of the Act or confirming that there are no such restrictions or directions.
- (3) For the purposes of voting on the items of business referred to in sub-rule (2)(c), (d) and (e), any vote held or controlled by the developer is suspended.
- (4) In addition to the documents referred to in section 2(8) of the Act, the developer must at or before the first general meeting furnish the body corporate with copies of -
- (a) all building plans approved by the local municipality;
 - (b) any encroachment permit or other document issued by the local municipality in regard to the improvements in the scheme;
 - (c) plans showing the location of all pipes, wires, cables and ducts referred to in section (3)(1)(r) of the Act;
 - (d) names and addresses of all contractors, subcontractors and any other persons whom the developer has employed to render services or supply materials relating to the development of the scheme;
 - (e) all warranties, manuals, schematic drawings, operating instructions, service guides, documentation from manufacturers and other similar information in respect of the construction, installation, operation, maintenance, repair and servicing of any common property or body corporate assets, occupation certificate, including any guarantee or warranty provided to the developer by a person referred to in sub-rule (4)(d); and

- (f) all records the body corporate is required to prepare or retain in terms of rule 27.
- (5) If the developer fails to provide the body corporate with any document referred to in section 2(8) of the Act or in this rule, the body corporate must do all things reasonably necessary to obtain or have the specific document prepared and may recover the reasonable costs incurred in doing so from the developer.
- (6) If the developer fails to call the first general meeting in compliance with the requirements of section 2(8) of the Act, any member or the body corporate may do so and the body corporate must recover from the developer all costs reasonably incurred in ensuring compliance with the developer's obligations.

17. Annual and special general meetings

- (1) Subject to sub-rule (2), the body corporate must hold an annual general meeting within four months of the end of each financial year.
- (2) The body corporate is not obliged to hold an annual general meeting if, before or within one month of the end of a financial year, all members in writing waive the right to the meeting and consent in writing to motions that deal with all the items of business that must be transacted at the annual general meeting; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolutions in writing.
- (3) All general meetings other than the annual general meeting are special general meetings.
- (4) The trustees may by resolution call a general meeting whenever they think fit and must do so if either -
 - (a) members entitled to 25 per cent of the total quotas of all sections; or
 - (b) the holder of mortgage bonds over not less than 25 per cent in number of all the primary sections, deliver to the body corporate a written and signed request for a special general meeting; provided that if the trustees fail to call a meeting thus requested within 14 days of delivery of the request, the members or bondholder concerned are entitled to call the meeting.
- (5) Members or a bondholder who request a meeting in terms of sub-rule (4) must include one or more motions or matters for discussion with their request and these motions or matters must be included, without amendment, in the agenda for the meeting.
- (6) The order of business at general meetings is as follows:

- (a) confirm proxies, nominees and other persons representing members and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of the meeting or waivers of notice;
- (e) approve the agenda;
- (f) approve minutes from the previous general meeting, if any;
- (g) deal with unfinished business, if any;
- (h) deal with any business referred to in sub-rule (5);
- (i) if the meeting is the first general meeting referred to in section 2(8) of the Act, deal with the business set out in rule 16(2);
- (j) if the meeting is an annual general meeting -
 - (i) receive reports of the activities and decisions of trustees since the previous general meeting, including reports of committees;
 - (ii) approve the schedules of insurance replacement values referred to in rule 23(3), with or without amendment;
 - (iii) determine the extent of the insurance cover by the body corporate in terms of rules 23(6), (7) and (8);
 - (iv) approve the budgets for the administrative and reserve funds for the next financial year;
 - (v) consider the annual financial statements;
 - (vi) appoint an auditor to audit the annual financial statements, unless all the sections in the scheme are registered in the name of one person;
 - (vii) if the body corporate has more than four members who are owners of primary sections and is not managed by an executive managing agent in terms of rule 28, determine the number of trustees to be elected to serve during the next financial year; and
 - (viii) elect the trustees;
- (k) report on the lodgment of any amendments to the scheme's rules adopted by the body corporate under section 10 of the Act and, if applicable, table a consolidated set of scheme rules;

- (l) deal with any new or further business;
 - (m) give directions or impose restrictions referred to in section 7(1) of the Act; and
 - (n) dissolve the meeting.
- (7) Subject to sub-rules (5) and (6), the trustees determine the agenda for an annual or special general meeting; provided that the agenda must contain -
- (a) a description of the general nature of all business, and
 - (b) a description of the matters that will be voted on at the meeting, including the proposed wording of any special or unanimous resolution.
- (8) If any of the items of business that require member approval are not approved at an annual general meeting or any adjournment of the meeting; the resolution not to approve the relevant document must include the reasons for non-approval and the body corporate must have the document revised and submitted to another general meeting for approval as soon as reasonably possible, until it is approved.
- (9) The body corporate does not have to hold a special general meeting to consider a resolution if all members waive the right to the meeting and consent to the resolution in writing; provided that if two or more persons are jointly entitled to exercise a vote, all of them must waive the right to the meeting and consent to the resolution in writing.
- (10) A body corporate may make arrangements for attendance at an annual or special general meeting by telephone or any other method, if the method -
- (a) is accessible to all members and other persons entitled to attend the meeting;
 - (b) permits all persons participating in the meeting to communicate with each other during the meeting; and
 - (c) permits the chairperson to confirm, with reasonable certainty, the identity of the participants.
- (11) A person who attends a meeting as provided under sub-rule (10) is considered present in person at the meeting.

18. Chairperson

- (1) The chairperson of the trustees must preside as chairperson at every general meeting of the body corporate, unless otherwise resolved by members at the meeting.

- (2) If there is no chairperson or the chairperson of the trustees is not present within 15 minutes after the time appointed for the meeting, or is unwilling or unable to act as chairperson, the members present must elect a chairperson for such meeting.
- (3) A chairperson must -
 - (a) maintain order, regulate the orderly expression of views and guide the members and other participants through the business of the meeting in accordance with the common law of meetings;
 - (b) ensure that all motions and amendments proposed are within the scope of the notice and powers of the meeting;
 - (c) ensure that the scheme's rules, the minute books and any other documents relevant to the items of business on the agenda are available at the meeting;
 - (d) act fairly, impartially and courteously to all members and others entitled to attend the meeting;
 - (e) ensure that all members and other persons entitled to speak are able to express their views without unnecessary disturbance or interruption;
 - (f) adjourn the meeting, when it is not able to complete or continue with its business;
 - (g) make decisions on points of procedure;
 - (h) settle disputes by giving rulings on points of order; and
 - (i) surrender the chair to a temporary chairperson elected by the members for any period during which the chairperson wishes to engage in the debate of any item of business.
- (4) A chairperson at a general meeting must not -
 - (a) from the chair, attempt to influence members' views on any item of business; or
 - (b) disclose in advance of a vote how the chairperson intends to vote on any item of business.

19. Quorum

- (1) Business must not be transacted at any general meeting unless a quorum is present or represented.
- (2) A quorum for a general meeting is constituted -

- (a) for a scheme with less than 4 primary sections or a body corporate with less than four members, by members entitled to vote and holding two thirds of the total votes of members in value;
 - (b) for any other scheme, by members entitled to vote and holding one third of the total votes of members in value, provided that at least two persons must be present unless all the sections in the scheme are registered in the name of one person, and provided further that in calculating the value of votes required to constitute a quorum, the value of votes of the developer must not be taken into account.
- (3) For the purpose of establishing a quorum and for the purposes of section 6 of the Act, the value of votes of any sections registered in the name of the body corporate must not be taken into account and the body corporate must not be considered to be a member.
- (4) If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting stands adjourned to the same day in the next week at the same place and time; provided that if on the day to which the meeting is adjourned a quorum as described in sub-rule (2) is not present within 30 minutes from the time appointed for the meeting, the members entitled to vote and present in person or by proxy constitute a quorum.

20. Voting and representatives

- (1) A motion at a general meeting -
- (a) does not need to be seconded; and
 - (b) except for a special or unanimous resolution, must be adopted by resolution of the majority of the votes, calculated in value, of the members present and voting.
- (2) Except for special and unanimous resolutions, a member is not entitled to vote if -
- (a) a member fails or refuses to pay the body corporate any amount due by that member after a court or adjudicator has given a judgment or order for payment of that amount; or
 - (b) that member persists in the breach of any of the conduct rules of the scheme referred to in section 10(2)(b) of the Act after a court or an adjudicator has ordered that member to refrain from breaching such rule.
- (3) For the purposes of any vote, the values of votes of any sections registered in the name of the body corporate are considered abstentions.

- (4) Where a member is as such a trustee for a beneficiary, that member exercises voting rights to the exclusion of persons beneficially interested in the trust and such persons are not entitled to vote.
- (5) A member's appointment of a proxy in terms of section 6(5) of the Act and the proxy's acceptance of the mandate must, except in the case of an appointment in a mortgage bond, be substantially in the prescribed form and must be -
 - (a) delivered to the body corporate 48 hours before the time of the meeting; or
 - (b) handed to the chairperson before or at the start of the meeting.
- (6) A proxy need not be a member, but must not be the managing agent or an employee of the managing agent or the body corporate.
- (7) When two or more persons are entitled to exercise one vote jointly, that vote may be exercised only by one person, who may or may not be one of them, jointly appointed by them as their proxy.
- (8) The outcome of each vote, including the number of votes for and against the resolution, must be announced by the chairperson and recorded in the minutes of the meeting.
- (9) If a special resolution is passed at a general meeting by members holding less than 50 per cent of the total value of all members' votes -
 - (a) the body corporate must not take any action to implement that resolution for one week after the meeting, unless the trustees resolve that there are reasonable grounds to believe that immediate action is necessary to ensure safety or prevent significant loss or damage to the scheme; and
 - (b) within seven days from a resolution referred to in sub-rule 9 (a), members holding at least 25 per cent of the total votes of all members in value may, by written and signed request delivered to the body corporate, require that the body corporate hold a special general meeting to reconsider the resolution.
- (10) If a demand referred to in sub-rule (9)(b) is delivered to the body corporate, the trustees must not implement the resolution unless -
 - (a) it is again passed by special resolution; or
 - (b) a quorum is not present within 30 minutes of the time set for the meeting.

PART 5

FINANCIAL MANAGEMENT

21. Financial year, functions and powers

- (1) The financial year of a body corporate established after the Act comes into operation must run from the first day of October of each year to the last day of September of the following year unless otherwise resolved by the body corporate in general meeting.
- (2) The body corporate must not -
 - (a) make loans from body corporate funds without the authority of a unanimous resolution;
 - (b) refund to any member a contribution lawfully levied and paid;
 - (c) distribute to a member or any other person any portion of the body corporate's profits or gains except-
 - (i) upon destruction or deemed destruction of the buildings, or
 - (ii) where such profit or gain is of a capital nature.
- (3) The body corporate may, on the authority of a written trustee resolution -
 - (a) levy members with a special contribution if additional income is required to meet a necessary expense that cannot reasonably be delayed until provided for in the budget for the next financial year;
 - (b) increase the contributions due by the members by a maximum of 10 per cent at the end of a financial year to take account of the anticipated increased liabilities of the body corporate, which increase will remain effective until members receive notice of the contributions due by them for the next financial year; provided that the trustees must give members notice of such increased contributions by notice in terms of rule 25, with such changes as are required by the context;
 - (c) charge interest on any overdue amount payable by an member to the body corporate; provided that the interest rate must not exceed the maximum rate of interest payable per annum under the National Credit Act (2005) Act No 34 of 2005), compounded monthly in arrear;
 - (d) invest any moneys in the reserve fund referred to in sections 3(1)(b) of the Act in a secure investment with any institution referred to in the definition of "financial institution" in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990);

- (e) enter into written and signed contracts in respect of its powers and duties under the Act and these rules;
 - (f) join organisations and subscribe to services to further its purposes under the Act and these rules;
 - (g) delegate to one or more of the trustees, to a member, agent or an employee such of their powers and duties as they deem fit, and at any time to revoke such delegation; provided that when they delegate any power or duty they must specify in writing -
 - (i) the power or duty concerned;
 - (ii) a maximum amount of the body corporate's funds that may be spent for a particular purpose; and
 - (iii) any conditions that may be applicable; and
 - (h) approach the Community Scheme Ombud Service for relief.
- (4) The body corporate must ensure that all money received by the body corporate is deposited to the credit of an interest-bearing bank account -
- (a) in the name of the body corporate; or
 - (b) that is a trust account opened in terms of either the Estate Agency Affairs Act, 1976 (Act No. 112 of 1976), or the Attorneys Act, 1979 (Act No. 53 of 1979).

22. Maintenance, repair and replacement plan

- (1) A body corporate or trustees must prepare a written maintenance, repair and replacement plan for the common property, setting out -
- (a) the major capital items expected to require maintenance, repair and replacement within the next 10 years;
 - (b) the present condition or state of repair of those items;
 - (c) the time when those items or components of those items will need to be maintained, repaired or replaced;
 - (d) the estimated cost of the maintenance, repair and replacement of those items or components;
 - (e) the expected life of those items or components once maintained, repaired or replaced; and
 - (f) any other information the body corporate considers relevant.

- (2) The annual contribution to the reserve fund for the maintenance, repair or replacement of each of the major capital items must be determined according to the following formula: [(estimated cost minus past contribution) divided by expected life].
- (3) A maintenance, repair and replacement plan takes effect on its approval by the members in general meeting; provided that on approval of such a plan, members may lay down conditions for the payment of money from the reserve fund.
- (4) The trustees must report the extent to which the approved maintenance, repair and replacement plan has been implemented to each annual general meeting.

23. Insurance

- (1) The insurance policies of the body corporate in terms of sections 3(1)(h) and (i) of the Act -
 - (a) must provide cover against -
 - (i) risks referred to in regulation 3;
 - (ii) risks that members resolve must be covered by insurance; and
 - (iii) risks that holders of registered first mortgage bonds over not less than 25 per cent in number of the primary sections by written notice to the body corporate may require to be covered by insurance;
 - (b) must specify a replacement value for each unit and exclusive use area, excluding the member's interest in the land included in the scheme; provided that any member may at any time by written notice to the body corporate require that the replacement value specified for that member's unit or exclusive use area be increased;
 - (c) must restrict the application of any "average" clause to individual units and exclusive use areas, so that no such clause applies to the buildings as a whole;
 - (d) must include a clause in terms of which the policy is valid and enforceable by any holder of a registered mortgage bond over a section or exclusive use area against the insurer notwithstanding any circumstances whatsoever which would otherwise entitle the insurer to refuse to make payment of the amount insured, unless and until the insurer terminates the insurance on at least 30 days' notice to the bondholder; and
 - (e) may include provision for "excess" amounts.

- (2) A member is responsible -
- (a) for payment of any additional premium payable on account of an increase in the replacement value referred to in sub-rule (1)(b);
 - (b) for any excess amount that relates to damage to any part of the buildings that member is obliged to repair and maintain in terms of the Act or these rules,
- and must furnish the body corporate with written proof from the insurer of payment of that amount within seven days of written request.
- (3) A body corporate must obtain a replacement valuation of all buildings and improvements that it must insure at least every three years and present such replacement valuation to the annual general meeting.
- (4) A body corporate must prepare for each annual general meeting schedules showing estimates of -
- (a) the replacement value of the buildings and all improvements to the common property; and
 - (b) the replacement value of each unit, excluding the member's interest in the land included in the scheme, the total of such values of all units being equal to the value referred to in sub-rule 4(a).
- (5) On written request by any registered bondholder and the furnishing of satisfactory proof, the body corporate must record the cession to that bondholder of that member's interest in any of the proceeds of the insurance policies of the body corporate.
- (6) A body corporate must take out public liability insurance to cover the risk of any liability it may incur to pay compensation in respect of -
- (a) any bodily injury to or death or illness of a person on or in connection with the common property; and
 - (b) any damage to or loss of property that is sustained as a result of an occurrence or happening in connection with the common property,
- for an amount determined by members in general meeting, but not less than 10 million rand or any such higher amount as may be prescribed by the Minister in any one claim and in total for any one period of insurance.
- (7) A body corporate must take out insurance for an amount determined by members in general meeting to cover the risk of loss of funds belonging to the body corporate or for which it is responsible, sustained as a result of any act of fraud

or dishonesty committed by a trustee, managing agent, employee or other agent of the body corporate.

- (8) A body corporate, authorised by a special resolution of members, may insure any additional insurable interest the body corporate has -
- (a) in the land and buildings included in the scheme; and
 - (b) relating to the performance of its functions,
- for an amount determined in that resolution.

24. Administrative and reserve funds

- (1) The administrative fund referred to in section 3(1)(a) of the Act must be used to fund the operating expenses of the body corporate for a particular financial year.
- (2) The reserve fund maintained in terms of section 3(1)(b) of the Act must be used for the implementation of the maintenance, repair and replacement plan of the body corporate referred to in rule 22.
- (3) The following amounts must be paid into the reserve fund -
- (a) any part of the annual levies designated as being for the purpose of reserves or the maintenance, repair and replacement plan;
 - (b) any amounts received under an insurance policy in respect of damage or destruction of property for which the body corporate is responsible;
 - (c) any interest earned on the investment of the money in the reserve fund;
 - (d) any other amounts determined by the body corporate,
- and all other body corporate income must be paid into the administrative fund.
- (4) Money may be paid out of the administrative fund in accordance with trustee resolutions and the approved budget for the administrative fund.
- (5) Money may be paid out of the reserve fund -
- (a) at any time in accordance with trustee resolutions and the approved maintenance, repair and replacement plan; or
 - (b) if the trustees resolve that such a payment is necessary for the purpose of an urgent maintenance, repair or replacement expense, which purpose includes, without limitation -
 - (i) to comply with an order of a court or an adjudicator;

- (ii) to repair, maintain or replace any property for which the body corporate is responsible where there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or prevent significant loss or damage to persons or property;
- (iii) to repair any property for which the body corporate is responsible where the need for the repairs could not have been reasonably foreseen in preparing the maintenance, repair and replacement plan; or
- (iv) to enable the body corporate to obtain adequate insurance for property that the body corporate is required to insure;

provided that the trustees must report to the members on any such expenditure as soon as possible after it is made.

(6) Expenditure under sub-rule (5)(b) -

(a) must not exceed -

- (i) the amount necessary for the purpose for which it is expended; or
- (ii) any limitation imposed by the body corporate on expenditure; and

(b) must comply with any restrictions imposed or directions given by members.

25. Contributions and charges

(1) The body corporate must, as soon as possible but not later than 14 days after the approval of the budgets referred to in rule 17(6)(j)(iv) by a general meeting, give each member written notice of the contributions and charges due and payable by that member to the body corporate, which notice must -

- (a) state that the member has an obligation to pay the specified contributions and charges; and
- (b) specify the due date for each payment; and
- (c) if applicable, state that interest at a rate specified in the notice will be payable on any overdue contributions and charges; and
- (d) include details of the dispute resolution process that applies in respect of disputed contributions and charges.

(2) If money owing is not paid on the dates specified in the notice referred to in sub-rule (1), the body corporate must send a final notice to the member, which notice must state -

- (a) that the member has an obligation to pay the overdue contributions and charges and any applicable interest immediately; and
 - (b) if applicable -
 - (i) the interest that is payable in respect of the overdue contributions and charges at the date of the final notice; and
 - (ii) the amount of interest that will accrue daily until the payment of the overdue contributions and charges; and
 - (c) that the body corporate intends to take action to recover the amount due if the overdue contributions and charges and interest owing are not paid within 14 days after the date the final notice is given.
- (3) Subject to rules 21(3)(a) and (b), after the expiry of a financial year and until they become liable for contributions in respect of the next financial year, members are liable for contributions in the same amounts and payable in the same installments as were due and payable by them during the past financial year.
- (4) A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements, as taxed or agreed by the member, incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with these rules, the conduct rules or the Act.
- (5) The body corporate must not debit a member's account with any amount that is not a contribution or a charge levied in terms of the Act or these rules without the member's consent or the authority of a judgment or order by a judge, adjudicator or arbitrator.
- (6) The body corporate must in its annual financial statements account for all contributions and any other charges debited to members' accounts.
- (7) On request in writing by a member the body corporate must make available a full and detailed account of all amounts debited and credited to the member's account with the body corporate.

26. Financial records, budgets, reports and audit

- (1) A body corporate must -
- (a) keep proper books of accounts that -
 - (i) record all its income, expenditure, assets and liabilities;
 - (ii) disclose all amounts recovered from members by the body corporate or any managing agent or other service provider acting on its behalf;

- (iii) include individual accounts for each member; and
 - (iv) contain all other information necessary to allow members to assess the body corporate's financial situation and their financial situation in regard to the body corporate.
- (b) keep separate books of account and bank accounts for its administrative and reserve funds referred to in sections 3(1)(a) and (b) of the Act;
- (c) prepare annual financial statements for presentation at the annual general meeting, which statements must include analyses of the -
 - (i) amounts due to the body corporate in respect of contributions, special contributions and other charges, classified by member and the periods for which such amounts were owed;
 - (ii) amounts due by the body corporate to its creditors generally and prominently disclosing amounts due to any public authority, local municipality or other entity for services including, without limitation, water, electricity, gas, sewerage and refuse removal, classified by creditor and the periods for which such amounts were owed;
 - (iii) amounts advanced to the body corporate by way of levy finance, a loan, in terms of a guarantee insurance policy or otherwise, setting out the actual or contingent liability of the body corporate and the amounts paid by the body corporate and by any member in terms of such arrangement;
 - (iv) amounts in the reserve fund showing the amount available for maintenance, repair and replacement of each major capital item as a percentage of the accrued estimated cost and the rand value of any shortfall;
 - (v) premiums and other amounts paid and payments received by the body corporate and any member in terms of the insurance policies of the body corporate and the expiry date of each policy; and
 - (vi) amounts due and payable to the Community Schemes Ombud Service.
- (d) prepare a maintenance, repair and replacement plan in accordance with rule 22 for presentation at the annual general meeting;
- (e) prepare budgets for the administrative and reserve funds comprising itemised estimates of the anticipated income and expenses during the next financial year for presentation at the annual general meeting; provided that such budgets may include discounts not exceeding 10 per cent of a

members' annual contributions applicable if all those contributions are paid on or before the due dates;

- (f) prepare a report adopted by the trustees reviewing the affairs of the body corporate during the financial year for presentation at the annual general meeting.
- (2) On the application of any member, registered bondholder or of the managing agent, the body corporate must make all or any of the books of account and records available for inspection and copying.
 - (3) The body corporate must ensure that all the body corporate's books of account and financial records are retained for a period of six years after completion of the transactions, acts or operations to which they relate.
 - (4) Unless all the sections in the scheme are registered in the name of one person, the body corporate must present audited financial statements to a general meeting for consideration within four months after the end of the financial year.
 - (5) The audit of a body corporate's annual financial statements -
 - (a) must be carried out by an independent auditor who has not participated in the preparation of the annual financial statements or advised on any aspect of the accounts of the body corporate during the period being reported on;
 - (b) need not be carried out in accordance with any recognized financial reporting framework of guidelines for financial accounting;
 - (c) must include opinions as to whether or not -
 - (i) the annual financial statements accurately reflect the financial position of the body corporate for the financial year under review, with such qualifications and reservations as the auditor considers necessary;
 - (ii) the body corporate has complied with the accounting requirements set out in rules 21, 24 and this rule 26, with a specific description of any failure to comply with such requirements;
 - (iii) the books of account of the body corporate have been kept and its funds have been managed so as to provide a reasonable level of protection against theft or fraud; and
 - (iv) the financial affairs of the body corporate appear to be effectively managed;
 - (d) must be completed within four months of the end of the body corporate's financial year.

PART 6

ADMINISTRATIVE MANAGEMENT

27. Governance documents and records

- (1) The body corporate must -
 - (a) lodge a notification of an amendment to the scheme's rules referred to in section 10(5) of the Act as soon as reasonably possible, but not later than 10 days after the date of the relevant resolution of the body corporate; and
 - (b) compile and keep a complete set of all management and conduct rules including -
 - (i) an index; and
 - (ii) a prominent reference to any rules that confer exclusive use rights, vary the effects of the participation quotas in regard to the value of votes or the liability for contributions, or impose either a financial or a maintenance obligation on members;
 - (c) prepare a consolidated set of rules whenever they are amended.
- (2) The body corporate must prepare and update the following records -
 - (a) minutes of general and trustee meetings, including the following information -
 - (i) the date, time and place of the meeting;
 - (ii) the names and role of the persons present, including details of the authorisation of proxies or other representative;
 - (iii) the text of all resolutions; and
 - (iv) the results of the voting on all motions;
 - (b) lists of trustees, members and tenants with their -
 - (i) full names;
 - (ii) identity numbers or, in the case of non-South African citizens, their passport numbers; and
 - (iii) section addresses and mailing addresses, if different;
 - (iv) telephone numbers; and
 - (v) email or other electronic addresses, if any;

- (c) lists of -
 - (i) sections shown on the sectional plan, indicating in each case whether it is a primary or a utility section, its participation quota and the name of the member in whose name it is registered;
 - (ii) exclusive use areas with descriptions of purposes and numbers, if any, indicating whether the rights to each area are conferred in terms of section 27 of the Sectional Titles Act or in terms of a rule, and a reference to the relevant rule where applicable; and
 - (iii) registered bondholders with their names and addresses;
 - (d) details of all future development rights including -
 - (i) names and addresses of all registered holders of such rights; and
 - (ii) copies of all documentation prepared in terms of section 25(2) of the Sectional Titles Act for any such right; and
 - (e) any other records required by the regulations.
- (3) The body corporate may obtain and keep copies of all of the following:
- (a) The registered sectional plan and any registered amending sectional plan;
 - (b) the Act and the regulations;
 - (c) resolutions that deal with changes to the common property, including the conferring of exclusive use rights on members;
 - (d) consents and approvals given by the body corporate to members;
 - (e) waivers and consents given by members;
 - (f) written contracts to which the body corporate is a party;
 - (g) any decision of an adjudicator, arbitrator, magistrate or judge in a proceeding in which the body corporate is a party, and any legal opinions obtained by the body corporate;
 - (h) the budget and financial statement for the current year and previous years;
 - (i) income tax returns;
 - (j) insurance policies, endorsement and claim forms;
 - (k) correspondence sent or received by the body corporate and trustees; and
 - (l) any other records required by the regulations.

- (4) On receiving a written request, the body corporate must make the records and documents referred to in this rule available for inspection by, and provide copies of them to -
 - (a) a member;
 - (b) a registered bondholder; or
 - (c) a person authorised in writing by a member or registered bondholder.
- (5) The body corporate must comply with a request for inspection or copying under this rule within 10 days unless the request is in respect of the rules, in which case the body corporate must comply with the request within five days.
- (6) The body corporate may charge a fee for a copy of a record or document other than the rules, provided that the fee is not more than the reasonable cost associated with the process of making the copy, and the body corporate may refuse to supply the copy until the fee is paid.
- (7) If the body corporate terminates its contract with an employee or a managing agent, that person must within 10 days deliver to the body corporate all records referred to in this rule that are in the person's possession or under the person's control.
- (8) The records referred to in this rule must be in writing or in a form that can be easily converted to writing.

28. Executive Managing Agent and Managing Agents

- (1) The body corporate may, by special resolution, appoint an executive managing agent to perform the functions and exercise the powers that would otherwise be performed and exercised by the trustees.
- (2) Members entitled to 25 per cent of the total quotas of all sections may apply to the Community Scheme Ombud Service for the appointment of an executive managing agent.
- (3) An executive managing agent -
 - (a) is subject to all the duties and obligations of a trustee under the Act and the rules of the scheme;
 - (b) is obliged to manage the scheme with the required professional level of skill and care;
 - (c) is liable for any loss suffered by the body corporate as a result of not applying such skill and care;

- (d) has a fiduciary obligation to every member of the body corporate;
 - (e) must arrange for the inspection of the common property at least every six months; and
 - (f) must report at least every four months to every member of the body corporate on the administration of the scheme.
- (4) The reports of an executive managing agent referred to in sub-rule (3)(f) must include at least the following details -
- (a) proposed repairs to and maintenance of the common property and assets of the body corporate within the next four months;
 - (b) matters the executive managing agent considers relevant to the condition of the common property and the assets of the body corporate;
 - (c) the balance of each of the administrative and reserve funds of the body corporate on the date of the report and a reconciliation statement for each fund; and
 - (d) for the period since the appointment of the executive managing agent or from the date of the last report -
 - (i) the expenses of the body corporate, including repair, maintenance and replacement costs; and
 - (ii) a brief description of the date and nature of all decisions made by the executive managing agent.
- (5) The body corporate may, if trustees so resolve, and must if required by -
- (a) a registered mortgagee of 25 per cent in number of the primary sections; or
 - (b) a resolution of members, appoint a managing agent to perform specified financial, secretarial, administrative or other management services under the supervision of the trustees.
- (6) A management agreement for any managing agent must comply with the requirements as may be set out in the regulations.
- (7) A management agreement may not endure for a period longer than three years and may be cancelled, without liability or penalty, despite any provision of the management agreement or other agreement to the contrary -
- (a) by the body corporate on two months' notice, if the cancellation is first approved by a special resolution passed at a general meeting, or

- (b) by the managing agent on two months' notice.
- (8) The body corporate or trustees may by ordinary resolution cancel the management agreement in accordance with its terms or refuse to renew the management agreement when it expires.

PART 7

PHYSICAL MANAGEMENT

29. Improvements to common property

- (1) The body corporate may on the authority of a unanimous resolution make alterations or improvements to the common property that is not reasonably necessary.
- (2) The body corporate may propose to make alterations or improvements to the common property that are reasonably necessary; provided that no such proposal may be implemented until all members are given at least 30 days written notice with details of -
 - (a) the estimated costs associated with the proposed alterations or improvements;
 - (b) details of how the body corporate intends to meet the costs, including details of any special contributions or loans by the body corporate that will be required for this purpose; and
 - (c) a motivation for the proposal including drawings of the proposed alterations or improvements showing their effect and a motivation of the need for them;

and if during this notice period any member in writing to the body corporate requests a general meeting to discuss the proposal, the proposal must not be implemented unless it is approved, with or without amendment, by a special resolution adopted at a general meeting.
- (3) A body corporate must, if so directed by a resolution of members -
 - (a) install and maintain separate meters to measure the supply of electricity, water, gas or the supply of any other service to each member's sections and exclusive use areas and to the common property; and
 - (b) recover from members the cost of such supplies to sections and exclusive use areas based on the metered supply.
- (4) A body corporate may on the authority of a special resolution install separate pre-payment meters on the common property to control the supply of water or electricity to a section or exclusive use area; provided that all members and

occupiers of sections must be given at least 60 days' notice of the proposed resolution with details of all costs associated with the installation of the pre-payment system and its estimated effect on the cost of the services over the next three years.

- (5) If a pre-payment system referred to in sub-rule (4) is installed -
- (a) the body corporate is responsible to ensure that the system does not infringe on the constitutional rights of section occupiers to access basic services; and
 - (b) any member who leases a unit to a tenant is responsible to ensure that the system does not infringe the rights of the tenant in terms of the Rental Housing Act, 1999 (Act No. 50 of 1999), or any other law.

30. Use of sections and common property

The body corporate must take all reasonable steps to ensure that a member or any other occupier of a section or exclusive use area does not -

- (a) use the common property so as to unreasonably interfere with other persons lawfully on the premises, in breach of section 13(1)(d) of the Act;
- (b) use a section or exclusive use area so as to cause a nuisance, in breach of section 13(1)(e) of the Act;
- (c) contravene the provisions of any -
 - (i) law or by-law relating to the use of a section or an exclusive use area; or
 - (ii) conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or
 - (iii) conditions of title applicable to sections or exclusive use areas;
- (d) make alterations to a section or an exclusive use area that are likely to impair the stability of the building or interfere with the use and enjoyment of other sections, the common property or any exclusive use area;
- (e) do anything to a section or exclusive use area that has a material negative affect on the value or utility of any other section or exclusive use area;
- (f) subject to the provisions of section 13(1)(g) of the Act, use a section or exclusive use area for a purpose other than for its intended use as -
 - (i) shown expressly or by implication on a registered sectional plan or an approved building plan;

- (ii) can reasonably be inferred from the provisions of the applicable town planning by-laws or the rules of the body corporate; or
 - (iii) is obvious from its construction, layout and available amenities;
- (g) construct or place any structure or building improvement on an exclusive use area which in practice constitutes a section or an extension of the boundaries or floor area of a section without complying with the requirements of the Act and the Sectional Titles Act; provided that the body corporate may by ordinary resolution -
- (i) give consent for such a structure or building improvement, if they are satisfied that it does not require compliance with such requirements;
 - (ii) prescribe any reasonable condition in regard to the use or appearance of the structure or building improvement; and
 - (iii) withdraw any consent if the member or other occupier of a section breaches any such condition.

31. Obligation to maintain

- (1) Notwithstanding that a water-heating installation forms part of the common property and is insured by the body corporate, a member must maintain, repair and, when necessary, replace such an installation which serves that member's section or exclusive use area; provided that where such an installation serves sections owned or exclusive use areas held by more than one member, the members concerned must share the maintenance, repair and replacement costs on a pro-rata basis.
- (2) If despite written demand by the body corporate, a member refuses or fails to -
- (a) carry out work in respect of that member's section ordered by a competent authority as required by section 13(1)(b) of the Act; or
 - (b) repair or maintain a section owned by that member in a state of good repair as required by section 13(1)(c) of the Act;

and that failure threatens the stability of the common property, the safety of the building or otherwise materially prejudices the interests of the body corporate, its members or the occupiers of sections generally, the body corporate must remedy the member's failure and recover the reasonable cost of doing so from that member; provided that in the case of an emergency, no demand or notice need be given to the member concerned.

32. Maintenance to garden section of units (exclusive use)

It is recorded that owners of units with back gardens, and having the exclusive use there-of, are responsible for all maintenance and upkeep of these gardens, and every part that forms part of these back sections.

PART 8

RULES IMPOSED BY THE DEVELOPER

33. Duties and responsibilities in respect of mortgagees

- (1) The body corporate may not enter into any loan agreements without the prior written consent of all mortgagees.
- (2) No application may be made to a Court to appoint an administrator of the body corporate without first notifying all mortgagees.
- (3) The trustees shall give copies of all schedules, estimates, audited statements and reports to the respective mortgagees (at no cost to such mortgagee) at least 14 days prior to the date of each annual general meeting at which they are to be considered.
- (4) All mortgagees shall be given at least 30 days' notice of any proposed or intended change to the managing agent, together with a copy of the proposed agreement between the body corporate and the new managing agent.

34. Status of the developer

- (1) With effect from date of establishment of the Body Corporate, the developer shall be the chairman of the trustees and may, recommend one trustee.
- (2) The developer, or developer's nominee, shall be the chairperson of the body corporate and shall hold office for the duration of the Development Period.
- (3) For purposes of this rule "Development Period" shall mean the period from establishment of the Kogelberg body corporate until the date of transfer in the Deeds Office of the last unit held in the name of the developer, or transfer of the primary section, whichever comes first.
- (4) During the Development Period, any shortfall between the income derived from the levies and the special levies paid by the owners and the actual expenditure of the Body Corporate (various running costs of the body corporate, eg. Security, insurance municipal accounts), in each Financial Year that has been paid by the developer, shall be reimbursed by the Body Corporate to the developer. If the shortfall is for the account of the developer, the developer need not be reimbursed. Any shortfall in the budget of the body corporate can be raised by a special levy.

35. Reservation of rights

- (1) Notwithstanding anything to the contrary contained in these Rules, the developer shall be entitled to -
 - (a) erect such signage, flagpoles, messages and/or other forms of notices or advertising on the development including the common areas, the private road area and/or exterior walls (if any) of the development, subject to the regulations and by-laws of Council appertaining to signage from time to time;
 - (b) scrutinize, approve and submit all building plans to the relevant authority to obtain the relevant approvals until completion of the scheme;
 - (c) appoint the managing agent for the duration of the development period.

36. Levies

- (1) Owners are to pay levies monthly in advance and strictly by the 1st day of each month and may not withhold payment of levies for any reason what so ever. If any levies are in arrears by one month or more the Managing Agents may institute proceedings at the Community Schemes Ombud Service or in the Magistrate's Court for recovery of such arrear levies and all costs in connection with the recovery of such arrears will be payable by the owner concerned.
- (2) Any owner who sells, alienates or in any way disposes of his unit or the controlling interest in such unit, including membership of a Close Corporation, which owns the unit, shall obtain from the Managing Agents a Levy Clearance Certificate in respect of levies due on in respect of the unit and until such time as a Levy Clearance Certificate is issued, shall be personally liable for the levies in respect of such unit as well as all costs associated with the collection of those levies.
- (3) In the case where an owner's levies are in arrears more than 60 days, the full amount for the ensuing year will become due and payable on demand.
- (4) Any fees charged by the Managing Agent to the Body Corporate relating to the late or non-payment of levies for a specific section and/or exclusive use area (if applicable) will be for the account of the owner of that specific section and/or exclusive use area.

CONDUCT RULES

CONDUCT RULES

Section 10(2) (b) of the Sectional Titles Schemes Management Act, No 8 of 2011

For the Control, Management, Administration,
Use and Enjoyment of Sections and the Common Property of

KOGELBERG Sectional Title Scheme

CONDUCT RULES

INDEX

NO	HEADING	P
A	APPLICABILITY	3
B	INTERPRETATION	3
C	DIRECTIVES	4
D	MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION	4
1.	ANIMALS, REPTILES AND BIRDS	5
2.	REFUSE DISPOSAL	5
3.	PARKING AND DRIVING OF VEHICLES	6
4.	DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS	7
5.	APPEARANCE FROM OUTSIDE	12
6.	SIGNS AND NOTICES	13
7.	LITTERING	13
8.	LAUNDRY	13
9.	STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS	13
10.	LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS	14
11.	TELEVISION ANTENNAS AND SATELLITE DISHES	15
12.	ERADICATION OF PESTS AND HEALTH REGULATIONS	16
13.	NOISE, NUISANCE OR DISTURBANCE	16
14.	GARDENS	16
15.	BRAAIS	16
16.	SECURITY, SAFETY AND RISK	16
17.	EMPLOYEES	19
18.	COMPLAINTS	19
19.	IMPOSITION OF PENALTIES	19
20.	INSURANCE	19
21.	THE CREATION OF EXCLUSIVE USE AREAS (PARKING BAYS AND BACK GARDENS)	19
22.	DOMICILIUM CITANDI ET EXECUTANDI	20
23.	BINDING NATURE	20

CONDUCT RULES

PRELIMINARY

A APPLICABILITY

1. It is the duty of an owner of a section to ensure his family members, visitors, customers, clients, employees and contractors and the lessee or occupier of his section, and his family members, visitors, customers, clients, employees and contractors comply with the Conduct Rules.
2. Should any damages be caused by or any penalties (fines) be imposed on any of the persons referred to in sub-rule (1) above, the owner shall be liable to pay damages and/ or to pay the penalties (fines) imposed.
3. The Trustees shall recover from the owner all damages, penalties (fines) and costs incurred, including administrative expenses and all legal costs. Damages, penalties (fines) and costs and administration fees shall bear interest as a levy debt, and shall be recovered as a levy.
4. Should an owner fail to pay his levies monthly in advance, the owner shall be liable to pay the said fees and additional charges incurred by the Body Corporate and Managing Agents for reminder notices, and detail ledger provided to the attorneys to recover the outstanding debt.

B INTERPRETATION

1. The clause headings are for convenient reference and shall be disregarded in construing these Rules.
2. Unless the context clearly indicates a contrary intention:-
 - a) The singular shall include the plural and vice versa; and
 - b) A reference to any one gender shall include the other genders; and
 - c) A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
3. Words and expressions defined in the Sectional Titles Schemes Management Act, No 8 of 2011 ('the Act') and annexures thereto shall, in all Rules, unless inconsistent with the context, bear the meaning assigned to such words and expressions in the Act and annexures thereto.
4. Unless determined herein to the contrary, any word or expression used herein and in the Conduct Rules of **KOGELBERG BODY CORPORATE** shall, *mutatis mutandis*, have the meaning assigned to it.

CONDUCT RULES

5. Unless determined herein to the contrary, any word or expression used herein and in the Management Rules, shall, *mutatis mutandis*, have the meaning assigned to it in the said Management Rules, the Management Rules shall prevail.
5. When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
7. Where the numbers are expressed in the words and in numerals, the words shall prevail if there is any conflict between the two in any of these Rules.
8. In these Rules any reference to "Trustees", shall mean the Trustees of the Body Corporate, unless inconsistent with the context.

C DIRECTIVES

1. The Trustees may issue Directives from time to time in connection with any Conduct Rule.
2. The Directives shall not be in conflict with any Rule.
3. The Directives shall provide direction as to the practical application of a Conduct Rule and shall contain practical arrangements pertaining to a Conduct Rule.

D MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION

The owners of the sections hereby confirm the following:

The Scheme shall be a member of the body corporate and that the Scheme will have to pay levies to the body corporate; and

No Section shall be transferred to a new owner without the prior written consent of the body corporate, through the trustees or the managing agents.

All owners and occupiers shall be bound by and shall ensure that they do not contravene the rules of **MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION** insofar as they relate to the conduct of owners of Units and/or their tenants/occupiers, family, visitors and staff, as long as they are consistent with the constitution. All rules of **MOOIBERGE MASTER PROPERTY OWNERS' ASSOCIATION** will be applicable to all owners/ residents of **KOGELBERG BODY CORPORATE**.

Should an owner or occupier wish to bring any matter to the attention of the Trustees, a written request should be handed to the managing agents.

CONDUCT RULES

1. ANIMALS, REPTILES AND BIRDS

- 1.1 Cats, dogs and reptiles are NOT permitted within sections and or the complex boundaries.
- 1.2 An owner may, with the written consent of the trustees, keep birds capable of being caged, in a hand-held cage or holder, within a section.
- 1.3 When granting such approval, the Trustees may prescribe any reasonable condition(s). The Trustees may at any time prescribe further conditions and/or Directives pertaining to this Rule.
- 1.4 The trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule 1.3. Should a bird be a nuisance to fellow residents, such approval will also be withdrawn.

2. REFUSE DISPOSAL

- 2.1 An owner or occupier of a section shall:-
 - a) if so directed by the Trustees in terms of sub-rule (g), maintain in a hygienic and dry condition, a receptacle for refuse (refuse bin) within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing;
 - b) ensure that before refuse is placed in a receptacle it is securely wrapped in a suitable strong plastic bag (refuse bag) and in the case of tins or other containers, it is completely drained, before it is placed in a refuse bag;
 - c) ensure that a refuse bin is not over-filled, and that no refuse is left on top of a refuse bin;
 - d) not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier;
 - e) ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections;
 - f) for the purpose of having the refuse collected, place such refuse bags within the area and at the times designated by the Trustees in their directives issued in terms of sub-rule (e);
 - g) comply with any directives issued from time to time by the Trustees in pursuance of this Rule, and not dispose of or allow the disposal of any

CONDUCT RULES

refuse, waste or rubbish in any other manner than as provided in this Rule and such directives.

- h) An owner or occupier shall not dispose any refuse that the Municipality will not remove,
- i) An owner or occupier shall not allow any refuse of whatever nature to remain or being disposed of in the lobby, passage, walkway, staircase, balcony or any other part of the common property, except in designated areas.

3. PARKING AND DRIVING OF VEHICLES

- 3.1 An owner or occupier of a residential section shall park or stand his vehicle and may permit or allow his visitor, employee or contractor to park or stand a vehicle on the parking area (exclusive use area) allocated to the residential section he owns or occupies. Vehicles may only be parked in designated allocated parking bays.
- 3.2 No owner or occupier of a section shall, without prior written consent of the Trustees, park or stand or permit or allow any vehicle to be parked or stood upon the common property contrary to sub-rules 3.1 and 3.2.
- 3.3 In this Rule “vehicle” means a motorcar or light vehicle or motorcycle, including a kombi and a station wagon. Boats, caravans and trailers and the like are not allowed on the premises.
- 3.4 No person shall park a vehicle on more than one parking bay, or park a vehicle in front of any parking area or park a vehicle in such a way that the flow of traffic and access to and egress from any parking area is obstructed. No parking in front of any fire hydrants will be allowed.
- 3.5 No person may reside or sleep in any vehicle.
- 3.6 Owners and occupiers shall comply with the normal traffic rules and regulations and adhere to the road signs when driving their vehicles on the common property, and shall not drive their vehicles in any manner, which is considered by the Trustees not to be in the interest of safety. The speed limit of 15 km/h should be adhered to.
- 3.7 Owners or occupiers of sections shall not drive their vehicles in such a way that creates a nuisance to other owners or occupiers of sections.
- 3.8 No owner or occupier may sound the horns of their vehicles at any time on the premises, except as a warning of imminent danger in the case of an emergency. No loud music may at any time be played from inside the vehicle on the premises.

CONDUCT RULES

- 3.9 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 the common property, including the parking bays and areas, or in any other way deface the common property.
- 3.10 No owner or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, on an exclusive use area or in a section. No severely damaged or unroadworthy vehicles may be parked on the common property, including parking bays and areas.
- 3.11 The parking of vehicles upon the common property, parking bays and other parking areas is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property, including parking areas.
- 3.12 The Trustees may from time to time issue further directives pertaining to this Rule.
- 3.13 The Trustees may cause to be removed or towed away, or its wheels to be clamped, at the risk and expense of the owner and/or driver of the vehicle, including payment of a release penalty to be determined by the Trustees from time to time, any vehicle parked, stood or abandoned in contravention of these Rules.
- 3.14 Limited parking bays are available. Unless decided by way of a special resolution by owners at an annual general meeting or special general meeting, only residents are allowed to park inside the complex. All other visitors to the complex to park outside the complex.

4. **DAMAGE, ALTERATIONS, ADDITIONS OR OBSTRUCTIONS TO THE COMMON PROPERTY AND ALTERATIONS TO THE INTERIOR OF SECTIONS**

GENERAL

- 4.1 It is recorded that the exterior of sections, including windows and doors, are part of the common property and that as such, (save as provided in the Act, the Sectional Titles Act, No 95 of 1986, the Management Rules and these Conduct Rules), no owner or occupier may alter, damage, improve or add thereto in any manner.

MINOR ALTERATIONS

- 4.2 As far as minor alterations, fixtures or additions are concerned, 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.

CONDUCT RULES

- 4.3 No owner or person authorized by him may install:-
- a) any locking device, safety gate, burglar bars or other safety device for the protection of is section. With permission of the trustees, only strip type burglar bars will be permitted. These must be fitted horizontally, to the inside of opening windows and must be of the same material and colour as the window frame – 2 to 3 slates per opening. The installation of safety gates must first be approved by the trustees. They will only consider concertina type safety gates and will also issue directives pertaining to the colour of such gates, as well as the quality as per specifications.
 - b) any screen or other device to prevent the entry of animals or insects;
- 4.4 An owner or person authorized by him shall not construct, attach to, fix to any part of the exterior of buildings, including balconies, or place or construct on, or fix to any part of the common property any alterations, fixtures or additions, inclusive of but not limited to **solar heating systems, air conditioners, chimneys, canopies, awnings, shade covers, carport covers, steps, braais or similar items** without the prior written consent of the trustees, who may attach reasonable conditions to their consents. In the event of non-compliance with the imposed conditions, the Trustees may withdraw their consent and request an owner to immediately remove such structure at his own cost.
- 4.5 Notwithstanding sub-rule 4.4, no owner or occupier may effect the installation of radio- or television antennae or satellite dishes but must utilise the central reception network or communal television aerial(s) and satellite dishes, which shall be maintained by the Body Corporate.
- 4.6 A request for the consent or approval of the trustees must be made in writing, and must be accompanied by plans and specifications sufficient to explain the nature, design, shape, size, material, colours and location of the proposed item.

STRUCTURAL ALTERATIONS

- 4.7 Any structural alteration affecting a section and the common property, and alterations to work to plumbing, electrical installations or conduits, may only be carried out after:-
- a) compliance with all relevant provisions of the Act, the Sectional Titles Act, No 95 of 1986, as amended, and the Rules; and
 - b) obtaining the written approval of the local authority, if applicable; and
 - c) obtaining the written consent of the trustees, which may be accompanied by conditions.

CONDUCT RULES

- 4.8 All structural alterations and alterations to, or repairs of, plumbing, electrical installations or conduits, must be done by qualified persons and the work must comply with standards required by the local authority. Upon effecting alterations to electrical installations or conduits, an electrical certificate of compliance must be obtained from the electrical contractor once the work has been done.
- 4.9 Whereas an owner may effect alterations to the interior of his section, no work may be done to weight-bearing walls without the written approval by a structural engineer as appointed by the trustees and the written consent of the trustees, who may impose any further reasonable conditions.
- 4.10 Whilst stoeps and balconies may form part of sections, the enclosure thereof affects the common property as well as the appearance of the buildings, for this reason any enclosure of a stoep or balcony will not be allowed.
- 4.11 In addition to any other relevant provisions, the following provisions shall apply in respect of any work effected by owners which, in the sole discretion of the trustees involves structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building and any alterations, additions, modifications, improvement or decorative work which affects the exterior appearance of the section:-
- a) A written application with specifications, time frame, and a building plan (sketch plan of the proposed alterations) must be submitted to the trustees. The trustees may refer such application to a structural engineer and/ or any other professional persons/ bodies. When considering an approval, the trustees will be led by the opinion and full report of such professionals.
 - b) The trustees of the Body Corporate may grant consent, or refuse such consent with reasons being furnished. The consent may also be accompanied by reasonable conditions.
 - c) Thereafter, the approved plans by the Body Corporate may be submitted to the Local Authority for final approval.
 - d) Having obtained the approval of the Local Authority, the Owner shall comply with all terms, conditions and changes required by the trustees and by the conditions and standards imposed by the Local Authority insofar as these may be additional to the requirements of the Design Guidelines read together with the plans.
 - e) A building deposit as determined by the trustees of the Body Corporate from time to time, shall be payable by the owner, before work may commence.

INTERNAL ALTERNATIONS

CONDUCT RULES

- 4.12 In addition to any other relevant provisions, the following provisions shall apply in respect of any work which, in the sole discretion of the trustees of the Body Corporate, which involves internal refurbishment, renovation or redecoration of a section, including the replacement, removal, relocation or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings:-
- a) An application to proceed, with specifications, time frame and a sketch plan of the proposed alterations must be submitted to the trustees of the Body Corporate to obtain their consent to proceed.
 - b) The Trustees shall, within 14 (fourteen) days, convey their consent to proceed with or without conditions and/or directives as to access and the maintenance of security to the owner or inform him why such consent cannot be given. An owner may not proceed with the work without such consent.
 - c) A building deposit as determined by the trustees from time to time, shall be payable by the owner before work may commence.

ALL ALTERATIONS

- 4.13 In respect of all work done at the instance of an owner or occupier of a section, the following shall apply:-
- a) The alterations and fixtures contemplated in this Rule shall comply with the provisions contained in the original design guidelines.
 - b) All doors, windows and other external fittings must conform in quality and appearance with similar items generally installed elsewhere in the building.
 - c) The owner accepts responsibility and shall be liable to the Body Corporate (or owners, as the case may be) for any damage caused by him, his workmen or contractors to the common property or to other sections, and indemnifies the Body Corporate against such damage or any claims arising therefrom.
 - d) The electricity supply of the Body Corporate may not be used without the specific consent in writing of the trustees, who may assess the costs of such usage for the account of the owner.
 - e) Any work done in pursuance of this Rule, must be done:-
 - (i) during the hours 08:00 to 17:00; (this excludes the developer when still constructing the complex)
 - (ii) on weekdays;

CONDUCT RULES

- (iii) not during the Easter Holiday period or during the period 15th December to 10th January, any other public holidays or Sundays;
 - (iv) with the minimum of discomfort, disturbance, obstruction and nuisance to the other occupiers;
 - (v) and must be concluded as expeditiously as possible, within the time specified, if any.
- f) Any deposit payable in terms of this rule shall be paid before commencement of work and shall be repayable 60 days after completion, subject to any deductions due to damages/ expenses made by the trustees.
- g) All charges, damages, expenses and penalties raised against the owner in terms of this Rule, are payable upon demand, and if unpaid, the trustees may deduct such items from the owner's deposit.
- h) The owner must ensure that his workmen and contractors comply with the relevant provisions of this rule and all the other rules.
- 4.14 In the event of approval or a permit or consent being required from any local or other authority for the alteration, improvement, fixture or addition or similar item, such approval, permit or consent must be obtained by the owner before commencement of the alteration, improvement, installation of the fixture or addition.
- 4.15 If any work done by or on behalf of an owner in pursuance of the provisions of this rule results in expenses being incurred by the Body Corporate, whether it be by obstructing the employees or contractors in the performance of their work or in any other manner, the owner concerned shall be liable for payment of such expenses.
- 4.16 An owner shall be liable for any damage caused by themselves or the occupiers of his or her section or their visitors or guests to the common property.
- 4.17 Any alternation, improvement, fixture or addition or similar item made or installed by an owner in terms of this rule shall be maintained by the owner concerned in a state of good repair and in a clean, neat, hygienic and attractive condition at his own expense. If an owner fails to maintain adequately such alteration, improvement, fixture or addition or similar item and any such failure persists for a period of 30 (thirty) days after the giving of written notice to repair or maintain given by the trustees, the Body Corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such owner.

CONDUCT RULES

- 4.18 For the purposes of this rule, the trustees shall have the discretion to decide what constitutes a “minor alteration”, “structural alteration” or “internal alteration” subject to any directives that may be given by members at a general meeting, by majority vote.
- 4.19 If an owner effects any work referred to in this rule without obtaining the consent of the trustees, or if any owner fails to comply with any of the imposed conditions or to conform to the design guidelines or to the required quality and appearance, the trustees may request an owner to immediately remove such structure at his own cost and to restore his section/ the common property. Should an owner fail to remove such structure and to restore the section/ the common property and any such failure persists for a period of 30 (thirty) days after written notice given by the trustees, the trustees may effect such removal and restoration or restitution of the property at the risk and expense of the owner, who shall have no recourse against the trustees, the Body Corporate, employees or contractors for any damage resulting therefrom.
- 4.20 Owners or occupiers shall not leave any obstruction to the free flow of pedestrian or vehicular traffic on any part of the common property. In particular access to staircases, passages, landings and stairwells must be kept clear at all times.

5. APPEARANCE FROM OUTSIDE

- 5.1 The owner or occupier of a section for residential purposes shall not place, store or do anything on any part of the common property, exclusive use areas, sections, including balconies/patios/stoeps and encroachments, which in the opinion of the Trustees is aesthetically displeasing or undesirable when viewed from the outside of the section. No washing may be placed on any balconies/ patios/ stoeps/ walkways, or any part of the common property. Should the owner or occupier contravene the above, a fine may be imposed.
- 5.2 No owner or occupier of a section may, without the prior written consent of the trustees place, store or leave any object on any part of the common property or allow or permit it to be so placed, stored or left.
- 5.3 If this rule (5.2) is contravened, the trustees may request an owner to immediately remove an object from the common property at his own cost and to restore the common property. Should an owner fail to remove such object and to restore the common property and any such failure persists for a period of 14 (fourteen) days after written notice, the trustees may effect such removal and restoration or restitution of the property at the risk and expense of the owner, who shall have no recourse against the Body Corporate or its trustees, employees or contractors for any damage resulting therefrom.
- 5.4 Owners and occupiers must ensure that sections are provided with adequate curtaining or blinds at all times and within 7 (seven) days of taking occupation. All curtains must have linings, and all linings to curtains and

CONDUCT RULES

blinds when viewed from outside must be acceptable to the trustees in their discretion. Should the owner or occupier contravene the above, a fine may be imposed.

6. **SIGNS AND NOTICES**

- 6.1 No owner or occupier of a residential section or commercial section shall place any sign, notice, flag, 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 been obtained.
- 6.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and expense of the owner, who shall have no recourse against the Body Corporate or its trustees, employees or contractors for any damage resulting therefrom.
- 6.3 An estate agent sign may only be erected on the show day to clearly demarcate the unit being sold.

7. **LITTERING**

Subject to Conduct Rule 2, an owner or occupier of a section shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever. In particular, an owner or occupier of a section may not throw any material or object out of windows or over balcony walls.

8. **LAUNDRY**

No owner or occupier of a section shall erect his own washing lines or place or hang any washing or laundry or any other items on any part of the buildings or on the common property where it is visible from outside the buildings or from any other section. No owner or occupier of a section shall place or hang any washing or laundry on any balcony, stoep or railings. The hanging of washing and laundry on/through windows and doors is also not permitted. Should the owner or occupier contravene the above, a fine may be imposed.

9. **STORAGE OF FLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS**

- 9.1 An owner or occupier of a residential section shall not store any material or do or permit or allow to be done any other dangerous act in the buildings or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy or which would render void any insurance affected over the property.
- 9.2 Subject to sub-rule 9.3, the owner or occupier of a section must not, without the trustees' written consent, store a flammable substance in a section or on

CONDUCT RULES

the common property unless the substance is used or intended for use for domestic purposes.

- 9.3 This rule does not apply to the storage of fuel or gas in –
- a) the fuel tank of a vehicle, boat, generator or engine; or
 - b) a fuel tank or gas cylinder kept for domestic purposes.

10. LETTING AND OCCUPANCY OF UNITS AND RELATED MATTERS

- 10.1 All lessees 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 or the absence of provisions in any lease or any grant of rights of occupancy. An owner is responsible to ensure compliance to the Conduct Rules by his lessee or the occupier of his section.
- 10.2 An owner shall notify the trustees or the managing agents forthwith in writing of any change of ownership in or occupation of his section or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered owner and of any mortgage of or other dealing in connection with his section.
- 10.3 No person may reside in a section, exclusive use area or other part of the common property other than in a section intended for residential purposes.
- 10.4 No owner shall permit the number of occupiers of his section to exceed 2 (two) persons in the case of a one (1) bedroomed unit or four (4) persons in the case of a two (2) bedroomed unit. The word “occupiers” shall include but shall not be limited to any person who resides or stays in such section on a regular or occasional basis irrespective of whether such person is related to or is financially dependant upon the owner or whether such person pays rental or gives any other form of consideration in respect of such section or any portion thereof.
- 10.5 The trustees shall have the power, in their absolute discretion, to take steps to protect the interest of the Body Corporate and to impose fines and take any necessary steps against the relevant owner or the tenant or occupant, as the case may be.
- 10.6 An owner shall notify the managing agents of any change of residential address, postal address, email address, telephone number. It is the owner’s responsibility to ensure that the levy statement is being received at the correct address.
- 10.7 An auction may not be conducted on any part of a unit or common property and/or communal areas, nor may any advertisement with regard to the same be erected.

CONDUCT RULES

- 10.8 A tent or any other construction (of any nature) may not be erected on any part of a unit or the common property and/or communal areas.
- 10.9 No garage or store room (if any) may be utilised for residential purposes and non-living areas may not be utilized for sleeping areas.
- 10.10 Balconies, patios, stoeps, gardens, common property and/or communal areas may not be used for storage purposes of any nature whatsoever.
- 10.11 No furniture, except garden furniture, may be placed on any balcony, patio, stoep or in any garden and no rubble, litter, refuse, refuse bags or bins may be placed or kept on any balcony, patio, and stoep or in any garden.
- 10.12 An owner wishing to sell or rent out his unit, or his agent, shall inform the trustees, in writing of the details of such tenant, as well as the date of occupation by such tenant. Such owner or his agent shall ensure that the tenant completes and signs any applicable registration forms and that same is forwarded to the trustees, in co-operation with the board, prior to such tenant's date of occupation.
- 10.13 An owner renting out his unit should hand copies of the scheme's management rules, conduct rules and the Constitution and Conduct Rules of Mooiberge Master Property Owners' Association to the tenant.
- 10.14 All lessees of units and other persons granted rights of occupancy by any owner of the relevant unit are obliged to comply with these Conduct/ Management Rules, notwithstanding any provisions to the contrary contained in or the absence of provisions in any lease or any grant of rights of occupancy. An owner is responsible to ensure compliance to these rules by his lessee or the occupier of his section.

11. TELEVISION ANTENNAS AND SATELLITE DISHES

- 11.1 No owner or occupant will attach any satellite dish or television antenna (or any other antenna/ dish) to the building or to the relevant unit in such a way as to be visible from outside without the prior written consent of the Trustees.
- 11.2 The Trustees shall have the power to arrange for the summary removal of any satellite dish or television antennas erected contrary to these Rules and to impose fines or take steps necessary in terms of these Rules.
- 11.3 It is recorded that the existing satellite dishes and television antennas are common property and that repairs to them or maintenance are to be arranged through the Managing Agents and not by the owners or occupiers themselves. Owners or occupiers who arrange repairs or maintenance contrary to these Rules will be personally liable for damages suffered by the Body Corporate as a result of such actions.

CONDUCT RULES

12. ERADICATION OF PESTS AND HEALTH REGULATIONS

- 12.1 An owner shall keep his section free of rats, mice, cockroaches and other pests and to this end shall permit the trustees 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, 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.
- 12.2 It is the responsibility of each owner to ensure that activities inside his section or on the common property comply with all municipal health regulations and that no danger or risk be created or allowed to the health, safety or property of other occupiers or their personnel or other persons legitimately present on the premises.

13. NOISE, NUISANCE OR DISTURBANCE

- 13.1 The owner or occupier of a section shall not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 13.2 The owner or occupier of a section must not obstruct the lawful use of the common property by any other person.
- 13.3 The owner or occupier of a section shall take reasonable steps to ensure that the owner or occupier's contractors, employees, guests and visitors do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.
- 13.4 An owner or occupier of a section may not at any time create an excessive noise on the premises. Silent hours between 22h00 to 08h00 from Monday to Thursdays, must be maintained; Fridays and Saturdays from 24h00 to 08h00, and Sundays from 13h00 to 08h00. All normal Municipal by-laws also apply within the complex.
- 13.5 All television, radio and other appliances emitting sound, including musical instruments, must be kept at audio levels, which may not be heard by other owners or occupiers in other sections.
- 13.6 No explosives, crackers, fireworks or item of similar nature may at any time be exploded, lit or operated in sections or any part of the common property.
- 13.7 No firearms may be discharged in a section or any part of the common property.

CONDUCT RULES

- 13.8 Ball and any other games are prohibited on the common property. Playing between cars by owners/ tenants/ visitors/ children, is prohibited.
- 13.9 No stones or solid objects may be thrown or propelled on the common property.
- 13.10 No owner or occupier of a section may permit anything to be done in his section, exclusive use area or on the common property, which constitutes a nuisance or any unreasonable invasion of the privacy of the other occupiers of the buildings, or permit or cause any disturbance or allow any visitors or children to cause any disturbance which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of another occupier.

14. GARDENS

- 14.1 No owner or occupier of a section may without the prior written consent of the trustees interfere with the garden layout and/or damage, remove or plant any plants, creepers, shrubs, trees, grass or flowers on the common property or the communal garden area. No extra plants/ trees/ scrubs may be planted.

15. BRAAIS

Only gas or electrical braai devices will be allowed on patios or stoeps. No open fires will be allowed on the premises of the complex. No braais will be allowed on any part of the communal areas. No braai devices may be stored on any part of the communal areas.

16. SECURITY, SAFETY AND RISK

BURGLAR BARS/ SAFETY GATES

- Burglar bars are permitted, but the type of burglar bars are to be approved by the trustees. These must be fitted horizontally, to the inside of opening windows and must be painted the same colour as external walls and balustrades – Andover Gray (Sabre Paint, Code 3611-P)

- The front door safety gate (and any other safety gate) shall be the same colour as external walls and balustrades (Andover Gray – Sabre Paint, Code 3611-P) and shall be either an expanding or fixed gate.

- 16.1 An owner or occupier of a section must at all times ensure that the security and safety of all owners, occupiers and their property are preserved and in particular must ensure that:-
- a) upon entering or leaving the premises, all security gates or doors are properly closed;

CONDUCT RULES

- b) such gates or doors are never opened for unknown or unidentified or uninvited persons;
- c) security gate keys, access controls and access codes to permit access to common property are handled responsibly;
- d) instances of lost security gate keys or access controls are immediately reported to the trustees and the replacement or the issue of additional security gate keys and access controls must only be administered via the trustees;
- e) they comply with the directives issued from time to time by the trustees pertaining to this Rule;
- f) ensure that their guests, visitors or employees comply with the security measures imposed by the Trustees.
- g) Children: Owners/occupiers shall, at all times be responsible to supervise the behaviour of their children and shall be personally liable for any damages to common property or the property of other owners as a result of the conduct of such children. When children are also in breach of any of the rules, owners will be fined.

16.2 An owner or occupier of a section shall be liable for any damages or loss incurred by reason of his negligence with his security keys, access control or access code.

16.3 All persons on the premises or using any of the Body Corporate's facilities or services, are there and do so entirely at their own risk and no person shall have any claim against the Body Corporate of whatsoever nature arising from such use, not for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The Body Corporate shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the Body Corporate or any of the Body Corporate's employees, agents or contractors.

16.4 The Body Corporate shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

17. EMPLOYEES

17.1 Owners and occupiers may not request employees of the Body Corporate to perform any tasks for them during their working hours.

CONDUCT RULES

17.2 Owners and occupiers shall not interfere with employees of the Body Corporate in the exercise of their duties. It will be the responsibility of the Trustees to designate tasks to the Body Corporate employees.

17.3 The common property and all facilities, if any, shall be used by employees of owners or occupiers in such a manner and at such times as may be prescribed by the trustees from time to time.

17.4 The owner or occupier shall be responsible for the conduct of his employees and for any person visiting such employees.

17.5 An owner or occupier shall ensure that his employees comply with the Rules.

18. **COMPLAINTS**

All complaints must be in writing submitted to the Managing Agents. This includes any disputes in an owner's levy account.

19. **IMPOSITION OF PENALTIES**

The breach of Conduct Rules can lead to fines imposed on such owners. The trustees have the right to decide on the amounts of such fines, but may not be equal or more than the applicable monthly levy. They may delegate this power to the managing agents. Transgression of rules by tenants/ visitors, can also lead to penalty fines imposed against the owner of such unit.

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustees at any time.

20. **INSURANCE**

Any first loss (excess) that amounts to a Body Corporate insurance claim, on behalf of the owner of a section concerned, shall be for the account of the owner of that section.

GEYSERS

An owner of a section is obliged to maintain his section. This includes the hot water geyser. Should it be necessary to replace a geyser, this will be the responsibility of the owner.

21. **THE CREATION OF EXCLUSIVE USE AREAS (PARKING BAYS AND BACK GARDENS)**

21.1 In terms of Sections 10(7) and (8) of the Sectional Titles Schemes Management Act No 8 of 2011, the Body Corporate has conferred rights to exclusive use of parts of the common property upon members of the Body Corporate, being the registered owners of units in the scheme (Owners).

CONDUCT RULES

- 21.2 The areas referred to in (21.1) above are to be used as parking bays and for no other purpose.
- 21.3 The developer reserves the right to do the allocation of exclusive use areas (Parking Bays). This may not be changed by owners/ occupiers.
- 21.4 It is recorded that owners of units with back gardens, and having the exclusive use there-of, are responsible for all maintenance and upkeep of these gardens, and every part that forms part of these back sections.

22. **DOMICILIUM CITANDI ET EXECUTANDI**

- 22.1 The domicilium citandi et executandi of each owner shall be the address of the section registered in his name, provided that such owner shall be entitled from time to time to change the said domicilium, but any new domicilium selected shall be situate in the Republic, and that the change shall only be effective on receipt of written notice thereof by the Body Corporate at its domicilium.

23. **BINDING NATURE**

- 23.1 The provisions of these rules and the duties of the owner in relation to the use and occupation of a section and common property shall be binding on the owner of that section and / or any lessee or other occupant, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of their families and the owner shall be liable for the costs of the repairing any damage to the common property.
- 23.2 The trustee's decision regarding any matter with regards to these Rules shall be binding.
- 23.3 Owners take full responsibility for the actions of their tenants / visitors. Any fines imposed for the actions of owners, tenants or visitors will be for the owner's account. No communication will be done between the Body Corporate, the trustees and the managing agent towards tenants/visitors but only via owners.

Levies per month: R 85 749.50
 Compulsory Reserve Fund: R 12 060.50
 Security Levies: R 37 021.67

LEVY SCHEDULE -ANNEXURE K

Unit	PQ*	Levy	Compulsory Reserve	Security Levy	CSOS Levy
001	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
002	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
003	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
004	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
005	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
006	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
007	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
008	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
009	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
010	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
011	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
012	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
013	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
014	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
015	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
016	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
017	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
018	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
019	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
020	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
021	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
022	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
023	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
024	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
025	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
026	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
027	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
028	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
029	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
030	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
031	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
032	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
033	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
034	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
035	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
036	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
037	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
038	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
039	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
040	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
041	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
042	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
043	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
044	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
045	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
046	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
047	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
048	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
049	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
050	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
051	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
052	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
053	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
054	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
055	0.9207	R 789.50	R 111.04	R 340.86	R 12.61

056	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
057	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
058	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
059	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
060	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
061	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
062	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
063	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
064	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
065	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
066	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
067	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
068	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
069	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
070	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
071	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
072	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
073	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
074	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
075	1.2916	R 1 107.54	R 155.77	R 478.17	R 21.71
076	1.2916	R 1 107.54	R 155.77	R 478.17	R 21.71
077	1.2916	R 1 107.54	R 155.77	R 478.17	R 21.71
078	1.2916	R 1 107.54	R 155.77	R 478.17	R 21.71
079	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
080	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
081	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
082	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
083	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
084	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
085	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
086	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
087	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
088	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
089	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
090	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
091	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
092	0.9207	R 789.50	R 111.04	R 340.86	R 12.61
093	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
094	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
095	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
096	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
097	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
098	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
099	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
100	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
101	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
102	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
103	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
104	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
105	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
106	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
107	0.9208	R 789.58	R 111.05	R 340.90	R 12.61
	100.0000	R 85 749.50	R 12 060.50	R 37 021.67	R 1 385.42

*Participation quota