

FORM V

REGISTRAR'S NUMBER OF SECTIONAL PLAN SS 829; 830; 831;
832/2006

Registrar of Deeds:

JOHANNESBURG

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

We, LAVONORA RAMAINTAR

and GEORGE MORRICK RILEY

the undersigned Trustees of the Body Corporate of the Sectional Title scheme
known as **EPSOM TERRACE** Body Corporate, **SS 829; 830; 831; 832/2006**.

Situated at **Erf 385** Township **Epsom Downs**, Registration Division I.Q
Gauteng,

Hereby give notice that on the 17th of May 2011.

The Body Corporate made the following rules (set out in the attached
schedule) which have been initialled by the Trustees for identification for the
control and management of the buildings:

- a.) Conduct Rules (in substitution of, addition to, or withdrawal of, or in
amendment of the existing rules).
- b.) The rules referred to in above paragraph have been made by special
resolution of the Body Corporate.

Address: c/o ANGOR Property Specialists Pty Ltd, Lincoln House, Epsom
Downs Office Park, Sloane Street, Bryanston.

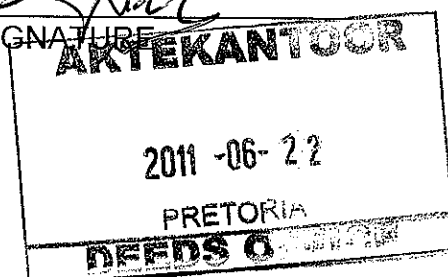
LAVONORA RAMAINTAR RAMAINTAR
TRUSTEE (FULL NAME)

GEORGE MORRICK RILEY
TRUSTEE (FULL NAME)

14 JUNE 2011
DATE

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ANNEXURE "C"

CONDUCT RULES FOR EPSOM TERRACE

1. PRELIMINARY

The conduct rules contained in Annexure 9 of the Regulations to the Sectional Titles Act, 95 of 1986 have been repealed in its entirety and replaced by these rules.

The Rules contained in this schedule shall not be added to, amended or repealed except by special resolution in accordance with Section 35 (2) (b) of the Sectional Titles Act of 1986.

2. USER

2.1 When the purpose for which a section is intended to be used is shown expressly or by necessary implication on or by the registered section plan, an owner shall not use or permit his section to be used for any other purpose.

2.2 No owner or occupier of an section shall conduct any business, whether for profit or otherwise, in his section or in the section in which he resides, or shall allow or permit his section in which he resides to be used for the carrying on of any business, whether for profit or otherwise, unless the written consent of the trustees has first been obtained in writing.

3. ANIMALS

3.1 An owner or occupier of a section shall not, unless the trustees have granted prior written consent, keep any animal, reptile or bird in any circumstances in a section or on the common property.

3.2 Any owner or occupier who wishes to keep more than one animal as defined herein must make written application to the trustees prior to such animal being acquired.

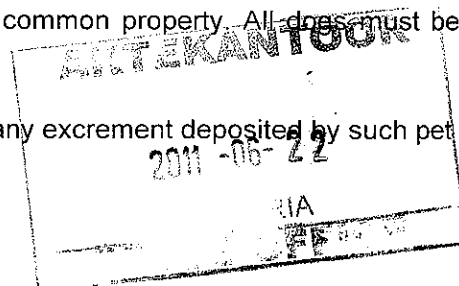
3.3 Any owner or occupier must ensure that their animals as defined herein are not disturbance to other owners or occupiers. On the receipt of written complaints by two separate owners or occupiers, the trustees shall have the right to revoke such consent and request the owner to remove such animal from the complex.

3.4 Animals shall not be permitted in or around any part of the swimming pool area, Clubhouse area or generally that area of the common property constituting the communal entertainment and recreation area. The trustees shall have the right to remove forthwith any animal found in such area.

3.5 No pets shall roam the streets of the complex or properties of other owners, residents or tenants.

3.6 Owners shall accompany all pets when out on common property. All dogs must be on a leash when on common property.

3.7 The owner of any pet shall immediately remove any excrement deposited by such pet in a public area.



3.8 Every pet shall wear a collar with tag indicating the name, telephone number and address of its owner. This is to be done at the expense of each individual owner. The trustees are empowered to apprehend and hand over to the municipal pound any pets found roaming the streets of the complex with or without tags.

3.9 All animals are to be registered with the trustees and proof of vaccinations and sterilization are to be provided to the trustees,

3.10 The trustees may prescribe any other conditions, as they deem necessary from time to time, for the keeping of any animals.

4. REFUSE DISPOSAL AND LITTERING

4.1 An owner or occupier of a section shall:

4.1.1 maintain in a hygienic and dry condition the receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the trustees from time to time.

4.1.2 ensure that before refuse is placed in such receptacle it is securely wrapped, in the case of tins and other containers, completely drained;

4.1.3 when the refuse has been collected, promptly return such receptacle to his section or other refuse area referred to in paragraph 4.1.1.

4.1.4 no household refuse should be placed outside units over weekends. Residents must dispose of this in the bin area provided for this purpose.

4.2 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 cigarette butts, food scraps or any other litter whatsoever.

4.3 The owner or other lawful occupant of any section shall not shake or dust or beat carpets or mats over the balconies or walls or through the windows of any section.

5. DAMAGE, ALTERATIONS OR ADDITION TO THE COMMON PROPERTY

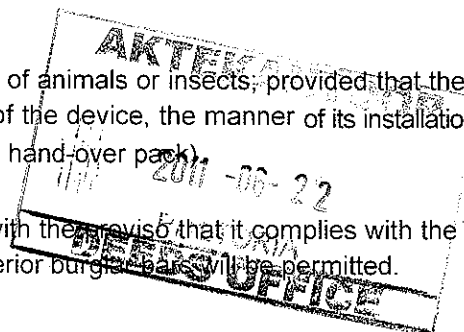
5.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage or alter, any part of the common property without first obtaining the prior written consent of the trustees.

5.2 Notwithstanding 5.1, an owner or person authorised by him may install:

5.2.1 any locking device, safety gate, burglar bars or other safety devices for the protection of his section; or

5.2.2 any screen or other device to prevent the entry of animals or insects, provided that the trustees have first approved in writing the nature and design of the device, the manner of its installation and the color. (Security Gates are to be as per specifications in hand-over pack).

5.2.3 security gates / burglar bars may be installed with the proviso that it complies with the standard and specifications as per the hand-over pack. No exterior burglar bars will be permitted.



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5.3 No owner or occupier of a section may make any structural alteration to his section, his exclusive use area or any part of the common property, without the prior written consent of the trustees first having been obtained.

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

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

5.6 Awnings will be permitted on the units, but they must comply with the standard set-out by the trustees in terms of style and colour. (This still needs to be defined). No awning may be installed unless the prior written consent of the trustees has been obtained first.

5.7 Each unit within the complex has access to the communal TV and M-net aerials. Under no circumstances will any other aerials / satellite dishes be permitted in the complex.

6. APPEARANCE FROM OUTSIDE

6.1 The owner or occupier of a section used for residential purposes shall not place or do anything on any part of the common property including balconies, patios, stoeps, and garden which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

6.2 No owner or occupier shall store or allow to be stored any item of his balcony, other than pot plants and garden furniture, having regard to the provisions of paragraph 6.4.

6.3 An owner or occupier of a section shall be permitted to place and keep on his balcony such pots and pot plants and garden furniture, being furniture meant and designed for outside use, as may be approved by the trustees from time to time. No pot plant, pot or item of garden furniture may be permanently kept or stored on the lawn area in front of a section.

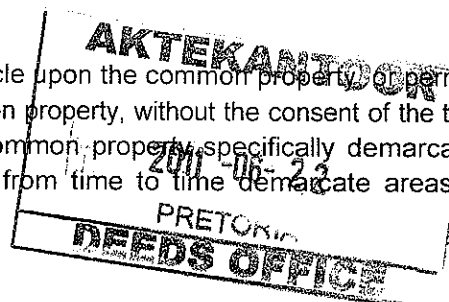
6.5 The trustees reserve the right to instruct an owner or occupier to remove such pot plants, pots or garden furniture, or items of a similar nature from his balcony or exclusive use area, if, in the discretion of the trustees, such item or items are undesirable / aesthetically displeasing when viewed from the outside of a section.

7. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

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

8. VEHICLES

8.1 No owner or occupier shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the trustees in writing, except in respect of those areas of the common property specifically demarcated for that purpose. The Trustees may, for this purpose, from time to time demarcate areas of the



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common property where parking of motor vehicles are permitted, and may similarly demarcate other areas of the common property where parking of motor vehicles are not permitted.

8.2 The trustees may cause to be removed or towed away at the risk and expense of the owner any vehicle parking or standing or abandoned on the common property or any of the aforesaid

demarcated areas without the trustees consent.

8.3 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 onto the common property, or in any other way deface the common property. If an owner occupier of a section contravenes this rule, that owner or occupier shall be liable to compensate the Body Corporate for the fair reasonable and necessary cost of restoring/repairing/cleaning such common property.

8.4 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, any exclusive use area or in a section.

8.5 The owner or occupier of any section shall not place or park or cause or permit to be placed or parked any vehicle, possession or article in such manner as to obstruct any passageways, exits from or entrances to the building or any entrance to or exit from any section or any garage or authorised parking bay or any other owner of lawful occupant. The afore going shall apply to the visitor or guest of the owner or occupier concerned. The Trustees may in the event of contravention of this rule, cause to be removed or towed away any such vehicle or the owner or occupier of the section which the driver of the vehicle was visiting at the time.

8.6 The use of vehicles, including motorcycles, which create excessive noise, is prohibited.

8.7 Parents are to take full responsibility for their children within the greater complex area. The trustees will not be liable for any accidents which might occur involving children within the complex, especially in and around the pool area, and in the streets of the complex. Children under the age of twelve (12) are to be supervised by an adult, at all times, whether in the pool area, or playing in the street.

8.8 Roller skates, skateboards, roller blades or roller balls and similar devices may not be used in the streets of the complex.

9. WASHING

9.1 An owner or occupier of a section shall not erect his own washing lines not hang washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other section. This rule shall be read in conjunction with rule 6, which is deemed to be incorporated herein.

9.2 Washing lines are permitted within the gardens of each unit, but these washing lines may not be obtrusive and must be of the fold up / retractable kind. These washing lines must also be formalized within the garden. The prior written consent of the trustees must first be obtained. Clotheshorses are also permitted, but are restricted to the patio areas of each unit on the weekends.

10. MAINTENANCE

10.1 The owner or other lawful occupant of section shall at times and at his own expense maintain his section and exclusive use areas in good, clean, hygienic and in a habitable order and

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condition and shall be responsible at his own expense for:

10.1.1 All interior painting, maintenance, remedying of blockage of sewers and sanitary equipment and connection.

10.1.2 Remedying of water pipes in his section.

10.1.3 Remedying of excessive water overflow or any equipment or installation in his section and exclusive use areas.

10.2 All owners and occupiers shall be obliged at all reasonable times to grant access to the trustees their servants and agents, to their section or their exclusive use areas and any other part of the common property, for the purpose of performing any necessary maintenance, effecting repairs or performing other such tasks and matters incidental thereto.

10.3 All owners and occupiers shall be obliged at all reasonable times to grant access to their sections, exclusive use areas or other part of the common property, to the Trustees, their servants and agents, for the purpose of enforcing these rules or when it is reasonable necessary in the best interests of the Body Corporate.

11. SIGNS AND NOTICES

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

12. NOISE

12.1 The owner or occupier of any section shall not play or cause or permit to be played, any radio, television set, tape or other recording, amplifier or any musical instrument in or about the building in a manner or at a time which causes inconvenience to any other owner or occupier or to any other person.

12.2 The volumes of sound arising in and around a unit, from whatever sources including radios, television sets, human voices, instruments, tools or telephones shall be on such a level so as not to be heard by adjoining units. No noise or loud music is allowed after 22h00 on weekdays and 24h00 on weekends, unless prior permission has been received from your immediate neighbours and the trustees.

12.3 Mechanical maintenance work, including the use of power-saws, lawn mowers and similar tools, is permitted only between the following hours: Mon - Fri 7h30 -18h00; Sat & Sun 9h00 -- 18h00.

13. POWER TOOLS AND EQUIPMENT

13.1 The owner or occupier of any section shall not use or cause to be used anywhere in the building (including his section) or on the common property (including his exclusive use area) any hand or powered tools, implements, equipment, devices, utensils or any other things whatsoever which interfere with the radio or television reception or which create or cause any sound or noise or smells or fumes to which any other owners or lawful occupiers may reasonably object.

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13.2 No owner or occupier may store or permit to be stored any power tools and equipment and/or similar items, including work benches, work tables, in or on any part of the common property or his exclusive use area, including but not limited to the balcony and balcony area of his section and the carport designated to him for his use.

13.3 No owner or occupier of any section shall practice or cause to be practiced in any part of the common property, including his exclusive use area, any hobby or activity to which other owners and occupiers may object.

14. FIRE FIGHTING EQUIPMENT

14.1 The owner or occupier of any section shall not tamper with, abuse or use or cause or permit to be tampered with, abuse or used, any fire hose, reel or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.

14.2 No fire extinguisher, fire hose or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, garden or any other unauthorised purpose.

15. BARBECUES

The owner or occupier of any section shall not make fires or use barbecues or braai's in a manner or at a time which causes inconvenience to the owner or other lawful occupant of any other section, or cause danger to the building or any part thereof or to any property of any other person whatsoever.

16. SPEEDING

The owner or occupier of any section shall use entrances and exits to the building and internal roads and passages in such manner as may be indicated by the Trustees from time to time and shall at all times drive his vehicle slowly, i.e. 10km/h, and with the utmost caution on the premises, and shall furthermore ensure that their visitors do likewise.

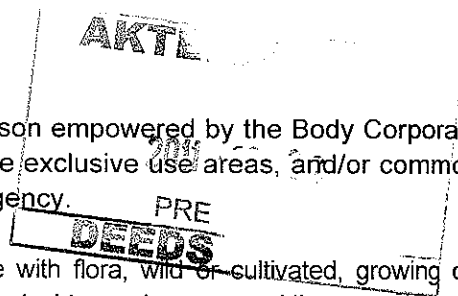
17. GARDENS / GARDENER

17.1 No owner or occupier of any section, other than person empowered by the Body Corporate to do so, shall instruct the gardener to do any work in the exclusive use areas, and/or common property during normal working hours except in an emergency.

17.2 The owner or occupier of any section shall not interfere with flora, wild or cultivated, growing on common property other than the exclusive use areas allocated to such owners. All owners or occupiers shall ensure that such areas are not despoiled in any way.

17.3 No plants, trees or shrubs may be removed from the common property, neither may any plants, trees or shrubs on the common property be trimmed without prior written approval from the trustees. It is recorded that certain of the flora is protected by law and any owner or occupier interfering with or damaging or in any other way acting in respect of such flora contrary to the provisions of the law may be prosecuted by the Trustees or any other person.

17.4 No owner or occupier shall cause to be planted in the gardens on the common property or any



part of his exclusive use area, any plants shrubs or trees without first obtaining the prior written consent of the Trustees. It is specifically recorded that no owner or occupier shall plant any creepers or creeping plants or plants which have a tendency to creep, on the common property or his exclusive use area.

17.5 The owner or occupier of any section and his visitors shall keep to the pathways at all times.

18. LEASING OF UNITS

All tenants of units and other persons granted rights of occupancy by any owner of the relevant unit, are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

19. ERADICATION OF PESTS

An owner shall keep his section free of white ants, borer and other wood destroying insects, and to this end shall permit the Trustees, the Managing Agent, and their duly authorised 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 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.

20. COMMON SWIMMING POOL

20.1 Children must not be left unattended. An adult must accompany children under twelve years of age at all times.

20.2 Glass containers and breakable objects are not permitted in the swimming pool or pool area.

20.3 No irresponsible behavior or behavior which can in any way endanger any person using the swimming pool is permitted in the swimming pool.

20.4 The use and enjoyment of the pool and the pool area is restricted to residents and their guests (accompanied by residents) only.

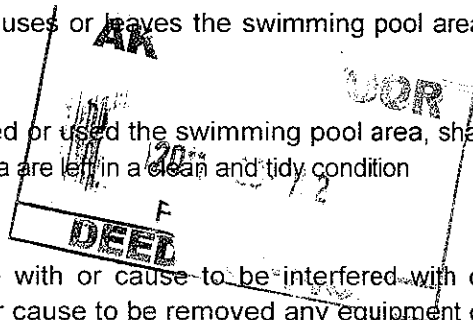
20.5 No shouting, screaming or other activity, behavior or noise which can be offensive or a nuisance to the owners or occupiers of any section or to the general public is permitted in the swimming pool or surrounding area.

20.6 No nude swimming or sunbathing is permitted in the swimming pool area.

20.7 The owner or occupier of any section who enters, uses or leaves the swimming pool area, shall at all times keep the gate to the area closed.

20.8 The owner or occupier of a section who has entered or used the swimming pool area, shall be responsible for ensuring that the pool and surrounding area are left in a clean and tidy condition on leaving the area.

20.9 No owner or occupier of a section shall interfere with or cause to be interfered with or damage or cause or permit to be damaged or remove or cause to be removed any equipment or



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facilities in the pool or the surrounding area. The maintenance, upkeep and repair of the swimming pool and swimming pool area, including the pump, filter and similar equipment is the sole responsibility of the trustees.

21. PAYMENT TO LEVY FUND OF THE BODY CORPORATE

Failure on the part of any owner of any section to ensure that payment of levy or any other amounts due to the Body Corporate is received by no later than the 1st day of the month in which it is due, may result in interest being charged and/or legal action being taken to recover any such levy or other amounts due from the owner in terms of Section 31 (4), (5) and (6) (Management Rules) of the Sectional Titles Act, 1986 as amended.

22. CLUB HOUSE

22.1 The club house and adjoining patio and braai area form part of the entertainment area referred to earlier herein and those rules applicable to the swimming pool area shall apply to the club house and braai area. The running and management of the club house is the function of the Trustees, who may appoint from time to time certain persons, whether owners, lawful occupiers or other persons, to assist them in the management and running of the club house.

22.2 The Trustees, alternatively those persons appointed by them as contemplated in 23.1, may from time to time make additional rules governing the use of the club house facilities, opening and closing times and the like. Such rules shall be binding on all owners and occupiers of sections.

22.3 The Trustees and/or those persons appointed by their terms of 23.1 reserve their right to determine admission to the pub/cub house facilities,

23. SECURITY

23.1 Security protocol, at the gate, shall be adhered to at all times.

23.2 All attempts at burglary or instances of fence jumping or breakage, must be report to the trustees and a member of the security staff as soon as is reasonably possible in writing.

23.3 All security systems, for individual units, are acceptable. It is of the utmost importance however, that occupants inform and leave contact details with their neighbours and a member of the trustees or the security company, if they are going away. In this way, extra patrols can be organized for your particular unit and if you have an alarm system, it can be monitored, once more, should anything happen while you are away, you can be contacted.

23.4 Access stickers shall be handed out to all residents. These stickers are to be placed on the bottom right of the front windscreen of each resident's vehicle.

23.5 Where possible, the security center at the gatehouse shall be advised in advance of the pending arrival of any contract workers, deliveries or visitors.

23.6 All residents shall ensure that their visitors adhere to the security protocol of the complex.

24. OWNER OR OCCUPIER NOT THE AUTHORISED AGENT OF THE BODY CORPORATE

Only the duly elected Trustees of the Body Corporate may enter into any contract on behalf of the Body Corporate and incur any liability for the Body Corporate and then only by two such Trustees

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acting simultaneously. No other owner or occupier may in any way whatsoever enter into any contract on behalf of or incur any liability on behalf of the Body Corporate, without the prior written consent of the Trustees first being obtained.

25. OCCUPANTS TENANTS VISITORS CONTRACTORS AND EMPLOYEES

25.1 The occupiers of units are liable for the conduct of their visitors, contractors and employees, and shall procure that such persons adhere to these rules.

25.2 Employees shall not congregate or loiter in the streets, sidewalks or other open spaces in the complex.

25.3 Employees need to be registered with the trustees by each tenant who is an employer of a domestic. A copy of the employees Identity Document, physical address, contact numbers and which unit they are working for, will be kept on file with the trustees. Thereafter each employee shall be required to sign in at the gate with the security guard on duty on a daily basis, where they shall be required to produce their Identity Document for verification. Each employee will at a later stage, receive an ID access card as well.

25.4 The trustees reserve the right to take steps to refuse access of any employee of a resident in the complex.

25.5 Tenants, occupants, residents, visitors and employees are to ensure that the privacy of others is not infringed upon in any way whatsoever.

26. DISCIPLINARY PROCESS IN TERMS OF TRANSGRESSIONS OF THE CONDUCT RULES

It will be necessary to discipline the owners of the body corporate from time to time, due to non-compliance of the conduct rules. The owner will in all matters be addressed where tenants do not comply with the conduct rules. The owner is always responsible for the behavior of his tenants and he must also ensure that they have been provided with a copy of the conduct rules. The fines billed will be recovered via the levy statements. The trustees will exercise the right to levy fines in their discretion and mandate the appropriate service providers to recover the fines.

The following process will be followed when owners/residents transgress in terms of the conduct rules:

26.1 First warning – Letter sent to owner

26.2 Final warning – Letter sent to owner

26.3 First fine – Letter to bill fine of R 250

26.4 Second fine – Letter to bill fine of R 500

