

Registrar's number of Section Plan SS402/96
Registrar of Deeds
PIETERMARITZBURG

NOTIFICATION UNDER SECTION 35(5) OF THE SECTIONAL TITLES ACT, 1986

We, S Ridgway and B E Thompson, the undersigned Trustees of the Body Corporate of the scheme known as Riverdale Industrial Park No 402/1996 situate at Pinetown, hereby give notice that on 8th May 2001 the Body Corporate made the following rules which have been initialled by the trustees for identification for the control and management of the building.

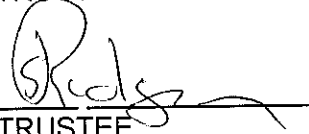
Conduct Rules (in substitution of the existing rules).

The rules referred to above have been made by special resolution of the Body Corporate.

Address: 3rd Floor FNB House
151 Musgrave Road
DURBAN
4001



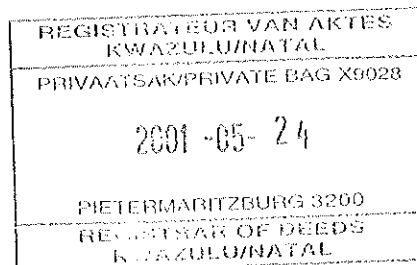
TRUSTEE



TRUSTEE

8th MAY 2001

DATE



BODY CORPORATE OF RIVERDALE INDUSTRIAL PARK
REGISTRATION NO 402/96

CONDUCT RULES FOR THE CONTROL OF RIVERDALE INDUSTRIAL PARK

being situated at 28 Dawnhill Road, Pinetown.

PRELIMINARY

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 The Rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.

INTERPRETATION

2. In the interpretation of these rules, unless the context otherwise indicates:
 - a. "Act" means the Sectional Titles Act, 1986, (Act No 95 of 1986) as amended from time to time and any regulations made and in force thereunder.
 - b. The words used shall bear the meanings assigned to them in the Act.
 - c. words importing -
 - (i) The singular number only shall include the plural, and the converse shall also apply;
 - (ii) the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.
 - d. "Trustee" includes an alternate trustee.
 - e. "the Building" shall mean the building to which these rules apply.
 - f. the headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

USE AND OCCUPATION

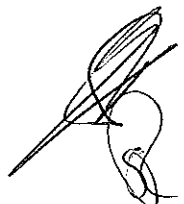
2. Each owner by virtue of his Certificate of Registered Sectional Title obtains sole right and privilege to the exclusive use occupation and enjoyment of his section in the complex.

IMPROVEMENTS ON OR TO THE COMMON PROPERTY

3. No duty shall be placed upon any Owners in regard to the provision of any improvement on or to the common property unless a proposal to make such improvement has been approved by a special resolution at a general meeting of Owners of sections or unless the relevant portion of the common property has in terms of any agreement with the Body Corporate or of any provision of the rules been reserved for and allocated to the private use of such Owner.

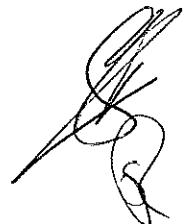
USAGE

4. a. No owners shall use any section for any purpose other than for industrial purposes, storage, warehousing, offices and retailing. The Section shall be used and



occupied by the Owner or his nominated tenant. In the event of any unit being owned by a close corporation, the section may be occupied by such person nominated from time to time by the close corporation, provided that such occupation shall be subject to the prior approval of the Trustees which approval shall not be unreasonably withheld.

- b. All Owners and occupants of sections shall ensure that their respective activities in and uses of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with responsible and diligent care and with due and proper consideration for the remaining Owners and occupants of the building and in accordance with the rules and of the provisions of the Act.
- c. The Owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section of any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or any inconvenience to any other Owner or occupant of the Building or member of the Body Corporate.
- d. The Owner/tenant shall be responsible for the obtaining of all trade licences, permissions and other authorities necessary for the conduct of the Owner's/tenant's business activities.
- e. The premises shall be used and occupied by not more than the number of persons in all, including the Owner, as are permitted by law to occupy and use the premises.
- f. An Owner/tenant shall not keep, erect or do anything on the common property without prior permission of the Trustees.
- g. An Owner/tenant shall not store or leave or allow to be stored or left any article or thing in any part of the common property except with the written consent of the Trustees first having been had and obtained.
- h. No servant may be housed on the property.
- i. All units shall be used only for such purposes and activities that are:
 - (i) In accordance with the local and/or other administrative authorities requirements;
 - (ii) In compliance with the applicable Town Planning Scheme in operation from time to time;
 - (iii) approved by the Trustees, which approval shall be in the sole discretion of the Trustees;



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- (iv) should at any time it be in the opinion of the Trustees that a section is being used in such a manner or for such activity that is resulting in or may in the future result in :
- structural and/or other damage to the section and/or any other portion of the property;
 - the endangering of the safety and/or health of the members of the section or any other persons occupying the section or the occupants of any other section on the property, or any servant or employee of the Body Corporate, or any person lawfully entitled to be on the property;
 - excessive noise, vibration, smell, fumes, smoke, soot, ash, dust or grit to be emitted from the section;
- then immediately upon written notice from the Trustees calling upon the owner or occupier to terminate such usage or activity, such owner or occupier shall be obliged to forthwith comply with such notice.

LETTING

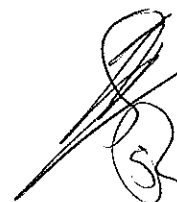
5. An Owner may let or part with occupation of his unit provided:
- a. that no such letting and/or parting with occupation shall in any way release the Owner from any of his obligations to the Body Corporate, hereunder or in terms of the rules made in terms thereof or of the Act.
 - b. that as a condition precedent to any such letting and/or parting with occupation, the Owner shall secure from the lessee or the person to whom occupation is given as the case may be an undertaking in favour of the Body Corporate that such lessee or person shall duty observe all these regulations and conditions as are contained in the rules and in the Act. Such undertaking shall be in such terms as the Trustees shall from time to time require and it shall be lodged in writing with the Trustees prior to such lessee or person being given occupation of the unit.

AIRCONDITIONING UNITS/EXTRACTOR FANS/VENTS

6. No owner shall place or allow to be placed in a section or any part thereof any air conditioning equipment which requires attachment to the structure of a section, except with the prior written consent of the Trustees, who in giving such consent may impose such conditions as to type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit. It shall be the owner's duty to obtain at his cost the consent of the local authority if same is by law necessary.

ALTERATIONS

7. a. The Owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, electric conduits or plumbing may be

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effected without the prior written consent of the Trustees and then subject to such conditions as the Trustees may impose.

An owner may place in the section at his own expense any improvements, additions or fixtures such as mantles, lighting fixtures, refrigerators, woodwork, paneling, ceilings, doors or decorations which will not cause damage to the building, subject always to the conditions that the Owner shall at all times only use such electrical appliances and fittings as shall comply with the electrical wiring of the Building and shall at no stage do anything which is likely to endanger or jeopardise the safety of the Building. All and any alterations necessary shall be at the cost and expense of the Owner/tenant and shall in no way interfere with the use and enjoyment of the other premises by the remaining Owners and shall not detract from the aesthetics or image of the buildings.

- b. (i) No exterior blinds, awnings or other fittings shall be installed, save with the prior written approval of the Trustees. Blinds, awnings and other fittings which are visible to the public view shall at all times be maintained in a state of good repair and clean condition, failing which the Trustees shall have the right to require their removal or, alternatively, to attend to the repair thereof at the cost and expense of the Owner.

Colours of any blinds and awnings or of exterior paintwork of doors or windows shall not be changed without the prior written consent of the local Authority if same is necessary by law for the doing of anything mentioned in this paragraph.

- (ii) No Owner/tenant shall place or allow to be placed any signs, writing or notices in or upon any section or part of the common property except with the prior written consent of Trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit. Maintenance of these signs shall be the responsibility of the Owner/tenant.

SUBDIVISION

8. No owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written approval of the Body Corporate, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit.

ELECTRICITY

9. The Owner shall make his own arrangements with the Local Authority for the opening of an electric current account and for the supply of such current and to pay for all electric current consumed in the section.

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WATER

10. In the event of the Body Corporate installing water sub meters, the Trustees or shall arrange for the water sub-meters to be read and the owner shall be responsible for all costs and charges for the supply of such water as may be consumed in the section.

REFUSE REMOVAL

11. The Owner shall be responsible for the removal of all refuse or debris from his section. An Owner shall not place or allow or cause to be placed any refuse, rubbish, vehicle accessories, parts, spares or equipment components except in such place or places specially designated for the placing of such items, either on the sectional plan or by the Trustees.

The Owner will inform the Local Authority of his requirements for refuse removal for which he will personally receive an account from the Local Authority. If the cost is settled by the Body Corporate, the Managing Agent will allocate the amount to the Owner in respect of the volume of refuse and the cost of removal.

INSURANCE

12. a. The Body Corporate shall have no responsibility whatsoever for the insurance of the contents of any section or loss of rental as a result of a fire, which shall at all times be the sole responsibility of the owner in question.
- b. An Owner shall not do or permit to be done in his section or on the common property, anything which will or may increase the rate of premium payable by the Body Corporate on any insurance policy or which may tend to vitiate any such insurance policy.

CLEANERS

13. The Trustees of the Body Corporate are specially authorised to employ cleaners to keep all portions of the common property in a proper state of cleanliness and costs of such employment shall be an administrative expense, chargeable to the fund established by the Body Corporate; provided; however, that nothing herein or elsewhere contained shall be construed as obliging the Trustees or the Body Corporate to maintain the interior of any section in a proper state of cleanliness, such maintenance of the interior of the section being the sole responsibility of each individual Owner, who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition.

PARKING AND EXCLUSIVE USE AREA

14. a. Each Owner shall have the sole right of way and privilege to the exclusive use, occupation and enjoyment, of an area as allocated to that unit and demarcated by the corporate body.

- b. Owners will not be permitted to utilise their exclusive use parking areas for indefinite storage of vehicles. A maximum turnover period of 24 hours only will be allowed for vehicular parking.
- c. 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.
- d. The Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle concerned, any vehicle parked standing or abandoned on the common property without the Trustees' consent, or any vehicle that obstructs the flow of traffic or access to units.
- e. 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 or in any other way deface the common property.
- f. No Owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- g. No person shall be allowed to travel faster than 5 kph when driving through the common property.
- h. Heavy vehicles will not be allowed to reverse in the driveway area without adequate supervision by an attendant other than the driver of the vehicle.
- i. All Owners will ensure that their exclusive parking areas are kept clear and tidy and free of refuse.

LEGAL REQUIREMENTS

15. In the event of any factories and/or labour inspector or official and/or any other legally constituted authority at any time during the currency of this agreement requiring any work to be carried out in respect of any alterations, additions or improvements in the premises for the purposes of the Owner's trade or business, all costs or charges necessitated by any such work shall be borne and paid for by the Owner and the Body Corporate shall not be called upon to pay any such costs and charges or to comply with any other requirements of any legally constituted authority in regard to the Owner's trade or business.

Any such work of this nature shall not commence prior to permission being obtained from the Body Corporate.

INDEMNITY

16. The Owner shall and does hereby indemnify and hold harmless the Body Corporate against all or any claims by any person, persons or body whomsoever or whatsoever, for any damages real or alleged which may be sustained by any person, persons or body



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whomsoever or whatsoever, by reason of any danger upon or forming part of the premises or from or arising out of any nuisance at any time existing or alleged thereupon.

For this purpose Owners/tenants are requested to ensure that they do not allow pets and children to utilise the common property without supervision

IMPROVEMENTS

17. The Owner shall not have any claim whatsoever against the Body Corporate in respect of any improvement which the Owner may have effected to the premises during his use and occupation of the premises.

VOETSTOETS

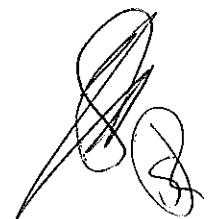
18. The Owner shall have no claim against the Body Corporate if any of the keys, locks, windows, fixtures or fittings or any installation in the premises are missing or in a defective state, the Owner hereby acknowledging and agreeing that he will accept the premises in the condition in which they are in at the time of taking occupation.

ENTRY

19. The Body Corporate's duly authorised agent or workmen, shall be permitted to enter any premises in the building, at any reasonable hour of the day, if authorised by the Trustees and/or managing Agent and/or supervisor, on their behalf, in order to examine the same or to effect repairs thereto, or to any part of the said building. If the Owner shall not be personally present to open and permit such an entry into a said unit, at any time when for any reason and entry therein shall be necessary or permissible, then the trustees and/or managing Agent and or supervisor or other duly authorised agent of the Body Corporate shall be entitled to enter the premises, without being liable to any claim or cause of action for damages by reason thereof, provided that during such entry such person shall accord reasonable care to the Owner's property.

FIRE DAMAGE

20. a Should the unit occupied by the Owner/tenant be destroyed by fire, the Body Corporate undertakes that it will, with all reasonable speed, repair and/or rebuild the same. The Owner shall have no claim against the Body Corporate by reason of the premises being unfit for occupation or for any other reason whatsoever. The Body Corporate, however, reserves to itself the right to change or vary the form of construction of the building on such rebuilding or repairing but granting to the Owner the same accommodation as regards position and area of building enjoyed by him prior to destruction, in such altered or varied reconstruction.
- b. In the event of any damage to the premises whether by fire, accident or otherwise (other than interior damage for which an owner/tenant would be normally liable at common law) which renders valueless or substantially reduces the value of any



right of occupation of the Owner, it shall be the duty of the Body Corporate to make good such damage as soon as reasonably possible.

There shall, however, be no obligation on the Body Corporate to compensate the Owner for any loss or damage he may have sustained as a result of any loss of occupation resulting from such damage to the premises.

The onus is on the occupier to ensure that the contents of the unit are adequately insured as well as any losses relating to rentals, standing charges or wages, which could result from the risks being insured against.

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

- c. Owners/tenants are not allowed to use the fire hoses except for an emergency or a fire. If the hoses are used for other purposes, the Insurers are entitled to repudiate a fire insurance claim.

Fire hoses are NOT to be used for the washing of any vehicles or areas.

MAINTENANCE OF ROOF

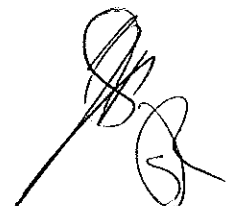
21. This will be the responsibility of the Owner should the occupant place any strain whatsoever on the roof trusses by attaching hoists, etc. Under any other circumstances, the repair to the roof will be on the sole discretion of the Trustees.

ANIMALS, REPTILES AND BIRDS

22. i An Owner or occupier of a section shall not, without the consent, in writing, of the Trustees, which approval may not be unreasonably withheld, keep any animal, reptile or bird in a section or on the common property.
- ii When granting such approval, the Trustees may prescribe any reasonable condition.
- iii The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub-rule (2).

CRIMINAL ACTIVITIES

23. Owners or occupants who detect any criminal activities or are told of such activity taking place either on the common property or in any exclusive use area must report the facts relating thereto direct to the following without delay:

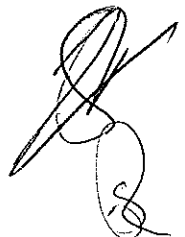


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The Chairman of the Body Corporate
Nearest Police Station

SECURITY

24. All owners/tenants shall co-operate fully with the Body Corporate to enforce any security measures which it may impose from time to time.

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