

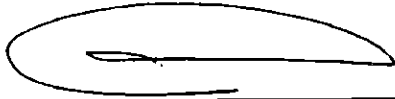
**RESOLUTION OF MEMBERS OF
UMHLANGA ARCH MANAGEMENT ASSOCIATION (RF) NPC**

Registration Number 2019/037879/08

HELD AT UMHLANGA ON 5TH DAY OF SEPTEMBER 2019

RESOLVED THAT:

1. The Rules annexed hereto be adopted and approved of as the Rules of the Association, as contemplated in Article 3.6 of the Association's Memorandum of Incorporation.



UMHLANGA ARCH DEVELOPMENT (PTY) LTD
SOLE MEMBER, herein represented by

C. DU TOIT

he being duly authorised hereto by a resolution of directors

RULES OF THE UMHLANGA ARCH MANAGEMENT ASSOCIATION

Words used below with upper case first letters shall bear the meaning ascribed to them in the Memorandum of Incorporation of the Management Association.

1. PETS

Dogs and Cats

- (a) No dogs, cats or any other pets may be kept or brought onto Umhlanga Arch (save that only in circumstances of disability assistance verified to the satisfaction of the Board, such as a blind person requiring the assistance of a guide dog, the Board may, in its sole and absolute discretion, give permission for a dog to be kept, subject to conditions it may impose).
- (b) No visitors may bring any dog, cat or other pet onto Umhlanga Arch.
- (c) Any contravention of the aforesaid rules shall result in the dog, cat or other pet in question being removed forthwith from Umhlanga Arch.

REFUSE DISPOSAL

2. An Owner shall:

- (a) for the purpose of having the refuse collected, place such receptacle within an area, at such times and in such a manner as prescribed by the Board, from time to time;
- (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- (c) when the refuse has been collected, promptly return such receptacle to his Unit;
- (d) No refuse or rubbish shall be left on any portion of the Common Property or elsewhere, including any section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the times designated by the Board from time to time.



- (e) Where grease traps are required in regard to the preparation of food in any Unit:
- (i) these grease traps are to be emptied by the relevant Owners as required by the Board and a written record shall be kept by the relevant Owners of when such grease traps are emptied. These records shall be archived by the Owners for 3 years at a time and the Board shall be entitled to copies of such records on request;
 - (ii) the Board may in its sole discretion impose a centralised system whereby all grease traps are managed and emptied by one service provider (in this regard, it is envisaged that the Management Association may contract with that one service provider and the costs of same shall be divided between the Owners of the Units requiring grease traps, as part of the monthly levy payable to the Management Association);
 - (iii) any Owner (or in the event of the Unit being occupied by a non-Owner, the occupant of such Unit) is found guilty of putting oil down the drainage system, the Owner of such Unit shall be liable for the costs of all resultant remedial and disposal work required as well as a fine imposed by the Management Association.
- (f) The Board may make regulations of general and special application in respect of the collection of waste from various Units as it deems in Umhlanga Arch's best interest.

VEHICLES

3. (a) Save for vehicles parked in designated registered exclusive use areas, the Board may cause to be removed or towed away any vehicle, motor cycle, trailer and / or other object, at the risk and expense of the owner thereof, parked, standing or abandoned on the Common Property without the Board's written consent.
- (b) No Owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle, motor cycle, trailer and / or other object on any portion of the Common Property.



- (c) Owners shall at all times ensure that no oil is allowed to drop onto any portion of the Common Property (including any exclusive use areas). It is the responsibility of the Owner to clean up and dispose of any such oil spills on the Common Property originating from any vehicle, motor cycle, trailer and / or other object brought onto Common Property by the Owner or any other person through him, at his own expense.
- (d) No vehicles, other than light motor vehicles and motorcycles, may be kept in a parking bay on the Common Property without the prior written consent of the Board.
- (e) Owners may park their vehicles only in areas which are specifically demarcated by the Management Association as parking bays or which are registered exclusive use areas designated as parking bays.
- (f) Save with the prior written consent of the Board, no caravan, boat, trailer and/or other object may be parked on the Common Property (including any exclusive use area). Further, no persons may, under any circumstances whatsoever, be entitled to stay in a caravan, vehicle, trailer and/or other object anywhere on the Common Property (including any exclusive use areas) for any period of time.
- (g) Owners, their employees and / or persons occupying their Units through them shall not be entitled to park in the designated visitors' parking bays on the Common Property without the prior written consent of the Board.
- (h) No roller skates, scooters, skateboards, quad bikes or the like may be used on the Common Property.
- (i) Vehicles may only be washed in designated washing areas on the Common Property. Fire hydrants may not be used for washing vehicles.
- (j) In accordance with the requirements of the eThekweni Municipality the use of all vehicles larger than a standard single unit delivery vehicle (i.e. a vehicle with a maximum length of 9 metres), shall be prohibited, at all times of the day, from making deliveries to Umhlanga Arch. Further, only three accesses off Ncondo Place to Umhlanga Arch will be permitted.



- (k) Vehicles shall be driven with extreme caution on the Common Property and in accordance with the relevant laws and bylaws.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

4. (a) An Owner may not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property (including any exclusive use area) without first obtaining the written consent of the Board. In addition, and in no way detracting from the generality of the aforesaid, an Owner may not erect or lay cameras, cabling or trunking on any external wall of a Unit or any other part of the Common Property (including any exclusive use area).
- (b) Again in no way detracting from the generality of the aforesaid, an Owner may not install:
- (i) any locking device, safety gate, burglar bars or other safety device for the protection of his Unit;
- (ii) any screens, shutters, blinds, drapes or similar items; or
- (iii) pegs, poles, tents or any other objects that may compromise the waterproofing of the High Street or roof top area of Umhlanga Arch;

save without the prior written consent of the Board who shall be entitled to prescribe the nature and design of the object and the manner of its installation.

- (c) No exterior accessories, including, but in no way limited to: window glazing, fences, awnings, external blinds, canopies, satellite dish, television, aerial, cables and ancillary equipment, bunting, flags or flagpoles may be installed or erected anywhere on the Common Property (including any exclusive use area), save with the prior written consent of the Board and, where applicable, the local authority and / or the RMA, made on application by the Owner who requires such installation or erection. Where such installation or erection is required by a person occupying a Unit through an Owner, the application shall nonetheless be made by the Owner. If such an application is approved, the application shall be approved in favour of the Owner. When granting such approval, the Board may prescribe any reasonable condition(s). The Board may withdraw such approval in the event of any breach, whether by the Owner or by a person

occupying a Unit through the Owner, of the conditions prescribed when granting such approvals.

- d) Any aforesaid approved installation or erection shall be repaired and maintained by the Owner who made the application for same, failing which the Management Association shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.
- e) An Owner may not enclose the balcony of his Unit, save with the prior written approval of Members at a general meeting and then only in accordance with plans approved of by the Board, the RMA and the relevant local authority.

APPEARANCE FROM OUTSIDE

- 5. The Owner may not place or do anything on any part of the Common Property (including balconies, patios, gardens and / or other exclusive use areas) which, in the discretion of the Board, is aesthetically displeasing or undesirable or when viewed from the outside of the building or from any Unit is aesthetically displeasing or undesirable. In no way detracting from the generality of the aforesaid, an Owner shall not install a jacuzzi, shutters, screens or similar devices on a balcony without the prior written consent of the Board.
- 6. In addition, and in no way detracting from the generality of the aforesaid:
 - (a) the internal illumination of each Unit shall be such that it does not, in the reasonable opinion of the Board, impact upon the external aesthetic appearance of Umhlanga Arch; and
 - (b) any blinds or curtains hung in the windows of any Unit, shall be in accordance with the colour and specifications determined by the Board in writing.

LITTERING

- 7. An Owner and / or any person accessing Umhlanga Arch through him may not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property (including any exclusive use area) any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

LAUNDRY

8. An Owner and / or any person occupying his Unit through him may not erect his own washing line nor hang any washing or laundry or any other items on any part of the Common Property (including any exclusive use area) or within his Unit, so as to be visible from the outside of the building or from any Unit.

STORAGE OF FLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

9. An Owner and / or any person occupying his Unit through him and / or any person accessing Umhlanga Arch through him may not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the Common Property (including any exclusive use area) which will or may increase the rate of the premium payable by the Management Association on any insurance policy.

LETTING OF UNITS

10. (a) It is incumbent upon an Owner to ensure that a copy of the Rules is given to every person occupying his Unit through him (including but not limited to a prospective tenant), who must sign an acknowledgement of receipt of the Rules, in a form to be prescribed by the Management Association, to comply with the Rules at all times while on Umhlanga Arch (and in particular, however in no way detracting from the aforesaid, to be liable for the payment of fines imposed by the Management Association in respect of contraventions of these Rules).
- (b) An Owner may not lease his Unit in the event of the Owner being in arrears with its levy payments or any other amounts due to the Management Association.
- (c) The Owner of a Residential Unit shall not be entitled to let his Unit for a period of less than 48 hours, save with the prior written consent of the Board and, during the Development Period, the Developer first being had and obtained.

ERADICATION OF PESTS

11. An Owner shall keep his Unit free of white ants, borer and other wood destroying insects and to this end shall permit the Board, the managing agent, and their duly authorised agents or employees, to enter upon his Unit from time to time for the purpose of



inspecting the Unit 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 Unit, replacement of any woodwork or other material forming part of such Unit which may be damaged by any such pests shall be borne by the Owner of the Unit concerned.

USE

12. (a) Notwithstanding anything contained herein or elsewhere, an Owner of a Residential Unit may only use the said Residential Unit strictly for residential purposes and for no other purpose whatsoever.
- (b) The maximum number of persons entitled to occupy any Residential Unit shall be calculated by multiplying the number of bedrooms in such Residential Unit by two.
- (c) Notwithstanding anything contained herein or elsewhere, an Owner of a Unit in the Commercial Component may only use the Unit strictly for office purposes and for no other purpose whatsoever. In addition, the number of permanent occupants of a Unit at any one time in the Commercial Component shall not exceed a density of 10 persons per 100 square metres.
- (d) The Hotel Component shall only be utilised for the purposes of the operation of a Hotel, with at least a 3½ star rating, and for no other purpose whatsoever.
- (e) Notwithstanding anything contained herein or elsewhere, no Unit in Umhlanga Arch may be utilised for any one of the following purposes, namely:
- (i) an escort agency;
 - (ii) gambling activities;
 - (iii) a micro lender; or
 - (iv) an adult store whose principle business is the selling of pornography and sexual aids and accessories.
- (f) An Owner and / or any person occupying his Unit through him and / or accessing Umhlanga Arch through him may not do or permit to be done in his Unit or on the Common Property (including any exclusive use area) anything that will or may increase the insurance premiums payable by the Management Association on any insurance policy, save with the prior written approval of the Board. When granting such approval, the Board may prescribe any specific condition(s). The

Board may withdraw such approval in the event of any breach of any condition prescribed when granting its approval.

- (g) An Owner and / or any person occupying his Unit through him may not keep, leave or store any object on the Common Property save with the prior written approval of the Board (which approval may at any time, on notice, be revoked).
- (h) An Owner shall, at his own expense, maintain the interior of his Unit in a good, clean and thoroughly tenantable and attractive condition and, where necessary, repair or refurbish any damaged item and replace any lost item.
- (i) An Owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within his Unit.
- (j) No slaughtering of animals is allowed in any Unit of Umhlanga Arch or on the Common Property (including any exclusive use area).
- (k) An Owner and / or any person occupying his Unit through him shall ensure that no light furniture or other light objects are left on the balcony of his Unit, which could possibly be blown off the balcony in strong winds. Likewise, an Owner and / or any person occupying his Unit through him shall ensure that no windows of the Unit are left open while the Unit is unattended, which could possibly be blown loose from their fittings in strong winds or result in water ingress in rain conditions.
- (l) Save where the terms of the designated use of an Exclusive Use Area permits, an Owner and / or any person occupying his Unit through him and / or accessing Umhlanga Arch through him may not convene or attract on the Common Property any public gathering, announcement, procession, instruction, display, amusement, event, celebration, worship or demonstration save with the prior written approval of the Board made on application by the Owner. When granting such approval, the Board may prescribe any reasonable condition(s). The Board may withdraw such approval in the event of any breach, whether by the Owner or by a person, of the conditions prescribed when granting such approvals.



GAMES

- 13 (a) No person may cause or permit the hitting, striking, throwing or bouncing of balls or other objects within or against the walls of a Unit or the Common Property (including any exclusive use areas) except in areas specifically designated for such activities and no person shall play, run or make a disturbing noise in any part of the Common Property except in areas specifically designated for such activities or otherwise commit any nuisance within Umhlanga Arch.
- (b) No person shall use any area within Umhlanga Arch in a manner that may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to create a nuisance to any other person in Umhlanga Arch or to the detriment of the environment.

VISITORS AND TENANTS

- 14 (a) An Owner is liable for the conduct of visitors to Umhlanga Arch and tenants and other occupants of his Unit and must ensure that all Rules (including, but in no way limited to, security rules and procedures) and the provisions of the Sectional Titles Act are adhered to.
- (b) Subject to the Rules, any guest of any Owner shall be entitled to use the common facilities of Umhlanga Arch provided that such Owner accompanies them at all times.
- (c) Owners must supervise any children under the age of 10 years visiting them so that no damage, interference or nuisance is caused to other Owners in Umhlanga Arch.

ALTERATIONS AND RE-DECORATION

- 15 (a) Subject to the provisions of the Sectional Titles Act, the relevant laws and bylaws and these Rules, an Owner may make alterations/renovations/repairs to the interior of his Unit (including, but in no way limited to, any dry walling or internal walls within the Unit), only with the prior written consent of the Board and in accordance with plans approved of by the Board and the local authority (if applicable).

- (b) Any Owner who intends carrying out any alterations/renovations/repairs in his Unit shall be obliged to make a written application to the Board detailing the proposed alterations/renovations/repairs accompanied by a sketch or plans of the work to be done. The Board may impose such conditions as it, in its sole discretion, deems necessary.
- (c) Thereafter, such Owner must submit the approved plans to the relevant local authority for its written approval where the local authority's approval is required in this regard.
- (d) After completion of such alterations/renovations/repairs the Owner must furnish the Board with a certified copy of all relevant compliance certificates issued by the appropriate local authority, e.g electrical and engineer's certificates and the like.
- (e) Prior to commencement of any alterations/renovations/repairs such Owner must lodge with the Board a deposit to cover any damages that may be caused to the Common Property (including any exclusive use areas) or to cover any other eventualities, before any of the proposed work may commence in the section. The amount of the deposit shall be determined by the Board in its discretion, however, shall be reasonable in the circumstances.
- (f) Such alterations/renovations/repairs shall be carried out as expeditiously as possible in the circumstances and in a manner so as to cause as little disruption to other occupiers of Umhlanga Arch. The Board may at any time, in its discretion exercised reasonably in the interests of the integrity of Umhlanga Arch (or any part thereof) and / or the interests of other Owners, issue written conditions to the relevant Owner as to the manner which such alterations/renovations/repairs shall be carried out. In the event of a breach of those conditions, the Board may direct the Owner to cease the relevant alterations/renovations/repairs, in which case they shall be ceased.
- (g) All rubble and other refuse shall be removed daily and may not be dumped or stored on Umhlanga Arch or on the pavement of Umhlanga Arch.
- (h) The Owner shall be held responsible for any damage to the Common Property or adjoining Units as a result of the aforesaid alterations/renovations.

- (i) No alterations/renovations/repairs shall be carried out between 17H00 and 08H00 on weekdays without the written approval of the Board.
- (j) No alterations/renovations/repairs shall be carried out on Saturdays, Sundays and public holidays without the written approval of the Board.
- (k) All workmen/contractors shall, prior to commencement of any alterations/renovations/repairs furnish the Board with proof that they are adequately insured against any claims that may arise from any eventuality whatever caused as a result of any work that will be carried out in any Unit or Common Property of Umhlanga Arch.
- (l) In no way detracting from the generality of the aforesaid, it is specifically recorded that should two adjoining Units be acquired by the same Owner and should the Owner wish to create an internal access between the two Units, then assuming the aforesaid approvals are obtained, any such access must also strictly comply with the structural and fire designs of Umhlanga Arch.
- (m) The aforesaid provisions of clause 15 shall not be applicable to the Developer in extending Umhlanga Arch in terms of its rights reserved in terms of Section 25 of the Sectional Titles Act.

AIRCONDITIONING

- 16 An Owner shall not install in his Unit any air-conditioning unit, extractor fan or other device regulating the temperature of the Unit, save with the prior written consent of the Board. All air conditioning equipment must be positioned out of sight or alternatively screened or positioned in a manner which must be approved by the Board who will provide such guidelines as may be necessary.

GENERATORS

- 17 No generator, solar panel or similar power generating device may be affixed or operated anywhere within Umhlanga Arch (whether it be within a Unit or on the Common Property), save with the prior written consent of the Board.



NOISE

- 18 (a) It is recorded that as Umhlanga Arch is of mixed use, different levels of noise can be expected from the various Components.
- (b) Save with the prior approval of the Board, power tools may only be used between the hours of 08H00 and 17H00 on weekdays (excluding Saturdays, Sundays and public holidays).
- (d) Vehicles' hooters may not be used on the Common Property (including any exclusive use area) except in an emergency nor may any sounding vehicle alarm be left unattended by the owner thereof, at any time.
- (e) Fireworks may not be lit or discharged in or from any Unit or the Common Property (including any exclusive use area) of Umhlanga Arch.
- (f) Should the applicable zoning and the RMA rules permit and should the Board agree to any Unit being utilised as a place of worship, "the call to prayer", ringing of Church bells or any other religious pronouncements may not be made via loudspeaker or other auditory devices.

EMPLOYEES

- 19 (a) The services of the Management Association's employees if any may not be utilised by an Owner or any person occupying his Unit through him, either in or outside of working hours, without the prior written permission of the Board.
- (b) An Owner may not interfere with the Management Association's contractors or their staff in the course of their duties on the Common Property. Complaints, suggestions or requests are to be directed to the Management Association in writing.
- (c) For security purposes no employees of any Owner or any person occupying his Unit through him may regularly enter upon the Residential Component unless prior written permission of the Board has been obtained (and then subject to such conditions as the Board may impose).

EMERGENCY ACCESS

- 20 Unless an Owner has delivered to the Board duplicate keys to his Unit for purposes of gaining entry in the event of an emergency, the Board shall be entitled, in an emergency, to obtain forced entry to the Unit and shall not be liable for any loss or damage that may result from such forced entry.

BRAAI

- 21 Owners and / or any persons occupying their Units through them shall only be permitted to braai on the Units' balcony's using gas appliances approved of by the Board in writing and the making of fire on the balcony or anywhere within the Unit or on the Common Property (including any exclusive use area) is strictly prohibited.

LIFTS

- 22 (a) Children under the age of 10 years shall not be entitled to utilise the lifts unless accompanied by an adult.
- (b) Lifts may not be used for the purposes of transporting building materials and the like in the event of any Unit being the subject of alterations/renovations/repairs or for the movement of furniture and the like, save with the prior written consent of the Board, who shall be entitled to impose conditions in respect of its approval, including conditions relating to the use and protection of the lift, the payment of a fee and the payment of a deposit by the Owner in question (to cover any damage that may be caused by such use).
- (c) In order to minimise inconvenience to other Owners the use of the lift for removal of furniture and building materials as aforesaid, shall be limited to the following times, namely:
- | | | |
|---|---|----------------|
| Week Days | - | 08H30 to 12H00 |
| | - | 14H00 to 16H00 |
| Saturdays, Sundays
and public holidays | - | 08H00 to 13h00 |
- (d) The interior of the lifts may be utilised by the Developer for purposes of advertising, provided that such signage is of a refined nature and in keeping with the ethos of Umhlanga Arch.

- (e) The provisions of this clause 22 shall not be applicable to the Developer in respect of any lifts in a Component which is in the process of being completed by the Developer.

SECURITY

- 23 The Owners shall abide by the regulations and restrictions imposed by the Board in order to ensure the security of Umhlanga Arch and in particular, restrictions put in place in respect of ingress and egress from the Common Property of Umhlanga Arch.

REMOVAL OF FURNITURE

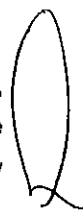
- 24 (a) Prior to moving in or out of Umhlanga Arch such Owner shall apply to the Board and simultaneously lodge a deposit of R1 000.00, or other such amount as the Board may stipulate, from time to time, with the Board to be used towards any damage caused to the Common Property and any electricity cost in respect of lifts.
- (b) Such deposit shall be refunded to the Owner within a reasonable time and the Board shall deduct from such deposit the costs of repair of any damages as well as a reasonable administration fee as may be stipulated by the Board, from time to time.
- (c) The Board shall be entitled to increase the aforesaid deposit from time to time in its discretion.

SMOKING

- 25 Smoking of any sort is not permitted anywhere on the Common Property of Umhlanga Arch (including any exclusive use area). Should an Owner choose to smoke in his Unit, he may do so provided there is no communal air-conditioning system serving the Unit.

BREACH OF OR FAILURE TO COMPLY WITH RULES

- 26 (a) Should any Owner or his lessee, invitee, guest, client, customer, servant, employee or occupier of his Unit, or any other person who may come upon the Common Property by virtue of his right thereto, breach any of the Rules, or any



other applicable laws or regulations and fail to remedy such breach within a period of 7 (seven) days of having received written notice from the Board to remedy such breach, the Board shall be entitled to take such action as is available to it in terms of the Rules and the Sectional Titles Act.

- (b) In no way detracting from any rights that the Board may have in terms of the Sectional Titles Act or in Law, the Board may, in the situation referred to in clause 26 (a) above to, *inter alia*:
- (i) call for an explanation or an apology;
 - (ii) impose a fine or fines;
 - (iii) withdraw the previously given consent applicable to the particular issue;
 - (iv) instruct attorneys to advise the Management Association or institute legal action on the Management Association's behalf;
or
 - (v) refer the matter to the Community Scheme's Ombud (as contemplated in the Community Scheme's Ombud Service Act 9 of 2011).
- (c) Fines imposed for the breach of or non-compliance with the Rules shall be deemed to be part of the levy due by the Owner.
- (d) The rights of the Board as referred to above are without prejudice to any other rights that they may have in terms of the Sectional Titles Act in particular or the law in general.
- (e) In the event of the Board having to institute any legal proceedings against an Owner as the result of any breach by the Owner of the Sectional Titles Act or the Rules (including, but in no way limited to, the non-payment of the levy) on behalf of the Management Association, the Owner shall be liable to refund the Management Association all legal costs incurred in this regard to the maximum amount permitted by law and shall include collection charges, the costs incurred by the Management Association in endeavouring to enforce its rights prior to the institution of legal action and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favour of the Management Association.

DISCLAIMER OF RESPONSIBILITY

- 27 (a) The Management Association shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon Umhlanga Arch regardless of the cause thereof nor shall the Management Association be responsible for any theft of property occurring on Umhlanga Arch. Owners and all persons occupying their Units through them and all persons entering on Umhlanga Arch through them shall not, under any circumstances have any claim or right of action against the Management Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- (b) The Management Association and/or its agents shall not be liable to any owner or any of the Owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about Umhlanga Arch, regardless of the cause thereof.
- (c) Owners accept responsibility for and indemnify the Management Association and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 27 (a) and 27 (b) above.

28 INTERPRETATION

- (a) Unless otherwise specifically stated, words and phrases in these Rules shall have the same meaning assigned to them in the Management Association's Memorandum of Incorporation.
- (b) Should there be any conflict between the provisions of these Rules and the Management Association's Memorandum of Incorporation, the provisions of the Memorandum of Incorporation shall prevail.
- (c) Wherever in these Rules provision is made for the Board to give its consent, unless provided otherwise the Board's consent is in its sole and absolute discretion, may be given subject to conditions, may only be given in writing and may be given or refused by any person delegated thereto by the Board.

29. **GUIDELINE OF PENALTIES:**

OFFENCE	FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
Technical breach of conduct rule without malice or premeditated intent	R100	Up to; R500	Up to; R1 000
Non-compliance with Rules or legitimate instructions	R250	R2 000	R 5000
Blatant disregard of Rules or of legitimate instructions	R1 000	R5 000	R10 000

- (a) In the event of an Owner failing to pay a fine imposed within the period stipulated by the Management Association, until such time as the fine has been paid, no transfer of the Owner's Unit will be registered.
- (b) Any fine imposed upon any Owner will be deemed to be a debt due by the Owner to the Management Association, invoiced to the Owner as part of the monthly levy, and will be recoverable by ordinary civil process.
- (c) The Board reserves the right to amend these guidelines from time to time.

30. **NO INDULGENCE**

- (a) No indulgence or relaxation in respect of these Rules or failure to enforce same in one or more instances shall constitute a waiver or consent, or prevent their enforcement by the Board at any time.

The following clauses 31, 32 and 33 are of application to Non-Residential Units and Owners of Non-Residential Units only. Similar provisions are made separately in regard to Residential Units in the Rules for the Residential Association.

31. **LEVY STRUCTURE AND PAYMENTS**

- (a) It is recorded that each Owner shall be obliged to pay the Management Association a monthly levy calculated in accordance with the Management

Association's Memorandum of Incorporation and these Rules. This Levy shall be collected by the Management Association.

- (b) Owners must pay levies to the Management Association in full and in advance by the 1st day of each month.
- (c) Any levy in arrears shall bear interest at the rate of interest equal to that charged by ABSA Bank at its prime overdraft rate plus 3 (Three) percentage points. Such interest shall be calculated and compounded monthly calculated from the date that the payment of such levy became due to the actual date of payment of such levy (both days inclusive).
- (d) All payment of levies made may only be made by means of one of the following into a duly designated account for this purpose:
 - (i) by stop or debit order;
 - (ii) electronic funds transfer.
- (e) A levy and other applicable charges are payable in advance on or by the first day of each and every month in which they are raised. Any amounts not paid by the aforesaid date shall be considered in arrears and outstanding in terms of these Rules permitting the Management Association to take action against the offending Owner as contemplated in these Rules and attracting interest as provided for in these Rules.
- (f) Any interest on or collection fees for overdue levies will be considered to be part of the levy and treated as such.
- (g) A levy payment may not be reduced or withheld to offset against real or perceived partial non-provisions of services, nor for any other reason unless previously discussed with and sanctioned by the Management Association in writing.
- (h) Owners who are away at month-end must make arrangements to ensure that levies are paid by the due date. Absence from home is not regarded as an acceptable explanation for non-payment. Owners are encouraged to pay their monthly levies by debit order for processing on the 1st day of each month. Application forms for this are available from the Management Association's office.



- (i) A statement signed by the Auditors of the Association setting out the amount owed by the Owner to the Management Association for levies and the fact that the same is due for payment will, until the contrary is proved, be sufficient and satisfactory proof for the purposes of obtaining provisional sentence, summary judgement or default judgement.
- (j) Those who jointly own a property are liable for levies jointly and severally.

32. SERVICES

- (a) In order for the Management Association to manage and control the costs of services in Umhlanga Arch each Non-Residential Unit will have a separate meter installed. Each Owner will be required to sign an individual contract with the service provider accredited by the Management Association for the provisions of any Services.
- (b) The Management Association and eThekweni Municipality shall install and maintain separate meters to measure the supply of water to each Non-Residential Unit and exclusive use areas and to the Common Property; and
- (c) The Management Association shall recover from Owners:
 - i) the cost of such supplies to Non-Residential Units and associated exclusive use areas based on the consumption as per the meter;
 - ii) all costs relating to the service provider in terms of usage plus any fixed monthly service and administration fee.
- (d) Owners must ensure meters are accessible for the meter readers.
- (e) No person shall in any manner for any reason whatsoever tamper or interfere with any meter, switch or service connection or service protection device or mains supply. Any person found so doing, will be held liable for the cost of any resulting repairs and the Management Association have the right to impose a fine on such a person.
- (f) In the event of the Management Association contracting with a third party to provide services to Umhlanga Arch and to the Owners including but not limited to fibre, communication lines, and DSTV, then the Owners shall procure such



services exclusively from the Association and the Association shall, where the costs of providing such services are charged on a per Non-Residential Unit basis, recover such amounts on that basis from each Owner (as part of the monthly levy).

33. ADDITIONAL SECURITY

- (a) The Owners shall abide by the regulations and restrictions imposed by the Board in order to ensure the security of the Non-Residential Units and in particular, restrictions put in place in respect of ingress and egress from the Common Property of Umhlanga Arch.
- (b) The Management Association provides general security for the Non-Residential Units, including management of the perimeter wall/fence and access control.
- (c) Any Owner wishing to install a burglar alarm or armed response system is obliged to use the services of the security company contracted by the Management Association to manage the security of Umhlanga Arch.
- (d) Where a residence is not permanently occupied, burglar alarms are to be of the nonaudible type.
- (e) Biometric Fingerprint /Access Card - it is mandatory for everybody working or residing at Umhlanga Arch to be enrolled on the access system in order to have access through the electronic booms and turnstiles. Only people who are approved to operate and work on Umhlanga Arch are entitled to be enrolled.
- (f) Electronic Booms and Spikes - if applicable the vehicle entry lanes will be equipped with electronic booms and spikes. A protocol for security is made available to all Owners.
- (g) Closed Circuit Television View (CCTV) - security surveillance cameras are installed at various places which are monitored from the security control centre. This includes the movement of all vehicles and people entering and exiting through the access points. All persons working or residing on Umhlanga Arch must take care that they conduct themselves circumspectly as any or all their actions may be recorded on the CCTV.



34 GENERAL SECURITY

In addition to the security measures referred to in clause 33 above, the Board shall be entitled to impose security measures, including but not limited to those referred to in clauses 33(e), (f) and (g) in respect of the security of the entire Common Property of Umhlanga Arch, which shall be applicable to all Owners of Units in Umhlanga Arch (both Non-Residential Units and Residential Units) and their invitees.

35 RIDGESIDE MANAGEMENT ASSOCIATION (RF) NPC

These Rules shall be read in conjunction with the memorandum of incorporation and rules of the RMA. However, to the extent that any provision of these Rules conflicts with the memorandum of incorporation, rules or regulations of the RMA, the provisions of the memorandum of incorporation, rules and / or regulations RMA shall prevail.

36 SIGNAGE

No signage may be erected anywhere on the Common Property unless agreed to in writing by the Board, and during the Development period, the Developer, save in respect of those portions of the Common Property covered by signage Exclusive Use Areas.



Odell Lewis

From: Helen McCarthy <Helen.McCarthy@tonga.com>
Sent: Thursday, 05 September 2019 4:36 PM
To: Odell Lewis
Cc: Sonya Van Blerk
Subject: RE: YOUR BOND : SHERPA TRADE AND INVEST 31 (PTY) LTD IN FAVOUR OF ABSA BANK LIMITED / OUR TRANSFER TO SHERPA TRADE AND INVEST 31 (PTY) LTD OF PORTION 2 OF THE FARM GREYWATER NO. 18435 & PORTION 11 OF LOT 69 NO. 917

Many thanks.

From: Odell Lewis [mailto:odell.lewis@gb.co.za]
Sent: 05 September 2019 04:16 PM
To: Helen McCarthy
Cc: Sonya Van Blerk
Subject: YOUR BOND : SHERPA TRADE AND INVEST 31 (PTY) LTD IN FAVOUR OF ABSA BANK LIMITED / OUR TRANSFER TO SHERPA TRADE AND INVEST 31 (PTY) LTD OF PORTION 2 OF THE FARM GREYWATER NO. 18435 & PORTION 11 OF LOT 69 NO. 917

Dear Helen

Your email of the 4th September 2019 below, refers.

We discussed the matter with Ashok Hirjee of ABSA Bank Limited and have forwarded him your below email.

We will update you as events occur.

Kind Regards
Graeme Phillips
Director

GARLICHE  BOUSFIELD

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Ranked by Chambers Global Guide in Elite Band 1

From: Helen McCarthy <Helen.McCarthy@tonga.com>
Sent: 04 September 2019 09:53 AM
To: Sonya Van Blerk <sonya.vanblerk@gb.co.za>; Graeme Phillips <graeme.phillips@gb.co.za>
Cc: Carly Davidson | Hcollins <carly@hcollins.co.za>; Faried Mohamed <Faried.Mohamed@tonga.com>; Vanitha

Dhavaraj <vdhavaraj@livingston.co.za>

Subject: RE: YOUR BOND : SHERPA TRADE AND INVEST 31 (PTY) LTD IN FAVOUR OF ABSA BANK LIMITED / OUR TRANSFER TO SHERPA TRADE AND INVEST 31 (PTY) LTD OF PORTION 2 OF THE FARM GREYWATER NO. 18435 & PORTION 11 OF LOT 69 NO. 917

Dear Graeme

Following on from our telephone conversation yesterday, I confirm that the ABSA documents will be signed on 11 September 2019 and that we will be aiming to lodge on **13 September 2019** in order to ensure transfer takes place before the end of September 2019.

Please keep us advised of progress and we would like to take this opportunity of thanking you for your assistance with this transaction.

Kind Regards
Helen

From: Sonya Van Blerk [<mailto:sonya.vanblerk@gb.co.za>]

Sent: 27 August 2019 09:03 AM

To: Vanitha Dhavaraj

Cc: Carly Davidson | Hcollins; Helen McCarthy; Faried Mohamed

Subject: RE: YOUR BOND : SHERPA TRADE AND INVEST 31 (PTY) LTD IN FAVOUR OF ABSA BANK LIMITED / OUR TRANSFER TO SHERPA TRADE AND INVEST 31 (PTY) LTD OF PORTION 2 OF THE FARM GREYWATER NO. 18435 & PORTION 11 OF LOT 69 NO. 917

Dear Vanitha,

We acknowledge receipt of the letter and conveyancer's certificate with thanks. We will forward same to ABSA Bank.

Kindly note that we will instruct Venn Nemeth and Hart to attend to the first bond in favour of ABSA Bank.

Kind Regards

Sonya Van Blerk
Candidate Attorney

GARLICKE  BOUSFIELD

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Ranked by Chambers Global Guide in Elite Band 1

From: Vanitha Dhavaraj <vdhavaraj@livingston.co.za>

Sent: 27 August 2019 08:58 AM

To: Sonya Van Blerk <sonya.vanblerk@gb.co.za>

Cc: Carly Davidson | Hcollins <carly@hcollins.co.za>; Helen McCarthy <Helen.McCarthy@tonga.com>; Faried Mohamed <Faried.Mohamed@tonga.com>

Subject: YOUR BOND : SHERPA TRADE AND INVEST 31 (PTY) LTD IN FAVOUR OF ABSA BANK LIMITED / OUR TRANSFER TO SHERPA TRADE AND INVEST 31 (PTY) LTD OF PORTION 2 OF THE FARM GREYWATER NO. 18435 & PORTION 11 OF LOT 69 NO. 917

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Dear Sonya

We refer to the above matter and attach our letter dated 27 August 2019 with enclosure.

Kind Regards
Vanitha

Vanitha Dhavaraj
Conveyancing Department

S/Board: 031 536 7500 | Direct: 031 536 7525 | Email: vdhavaraj@livingston.co.za



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