

Rules of the Ridge Town Central Sectional Title Scheme

1. The rules prescribed in terms of Section 10(2) of the Sectional Titles Schemes Management Act No. 8 of 2011 are applicable to this Development, save as amended herein.
2. The following additional management rules have been imposed by the Developer:

DEFINITIONS AND INTERPRETATION

For the purposes of the rules, unless the context indicates to the contrary :

1. (i) "Act" means the Sectional Titles Act No.95 of 1986 (as amended) as read with the Sectional Titles Management Act No. 8 of 2011 and all regulations thereunder;
- (j) "Body Corporate" means the Body Corporate of the Scheme;
- (k) "Building Manager" means the building manager of the Scheme, appointed by the Trustees;
- (l) "Common Property" means the common property of the Scheme;
- (m) "Developer" means Trapezoid Investments (Pty) Ltd, Registration Number 2003/023826/07.
- (n) "Development Period" means the period from the date of the opening of the sectional title register of the Scheme until such time as the Developer no longer owns a unit in the Scheme or the right to extend the Scheme by the erection of a unit as contemplated in Section 25 of the Act;
- (o) "Management Act" means the Sectional Titles Management Act No. 8 of 2011 and all regulations thereunder;

- (p) "Owner" means the owner of a section in the Scheme, save that the word "owner" shall in the Conduct Rules, shall also include a tenant or other occupier of a section, where applicable;
- (q) "Rules" mean the rules of the Body Corporate.
- (r) "Scheme" means Ridge Town Central sectional title scheme which is laid out on Portion 44 of Erf 2426 Umhlanga Rocks and Portion 176 of Erf 2426 Umhlanga Rocks;
- (s) "Trustees" means the trustees from time to time, of the Body Corporate;
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- (t) if any of these rules is contrary to the Act or the Management Act or is unenforceable for any other reason whatsoever, such rule shall be deemed to be separate and severable from the rest of the rules, without any way affecting the validity of the remaining rules.
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- (u) words denoting a particular gender shall be deemed to include the other genders and words denoting the plural shall be deemed to include the singular, and vice versa;
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- (v) reference to a natural person shall include a legal person and/or an association of persons and vice versa;
- (w) any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof;
- (x) where a number of days are prescribed, they shall consist of all days (i.e. including Saturday, Sunday and Public Holidays) and shall exclude the first day and include the last day;
- (y) if a number is referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

- (z) in interpreting these Rules, no provision shall be construed in a limiting fashion or in accordance with the *Eiusdem Generis Rule*;
- (aa) where an expression has been defined, and such definition contains a provision imposing obligations on an Owner, effect shall be given to that provisions as if it was a substantive provision contained in the body of these Rules;
- (bb) unless otherwise specifically stated to the contrary, words or expressions defined in the Act, shall have the same meaning in these Rules.

COLLECTION OF LEVIES

- 32 (a) Any levy in arrears shall bear interest at the rate equal to the prime overdraft rate charged by the Standard Bank of South Africa Limited, plus 2 percentage points, calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive) Nominal Annual Compounded Monthly (NACM).
- (b) Any payment to the Body Corporate may only be made by means of one of the following into a duly designated account for this purpose:
 - (a) By stop or debit order;
 - (b) Electronic Funds Transfer;
- (c) 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 Body Corporate to take action against the offending owner as contemplated in these Rules and attracting interest as provided for in these rules.

DOCUMENTS

- 33. All documentation and/or correspondence and communications shall be dealt with in English.

SIGNAGE

34. (a) No signage may be erected anywhere on the Common Property unless agreed to in writing by the Trustees and, during the Development Period, the Developer.
- (b) It is recorded that the Developer shall have the right to display appropriate signage in the lifts and lift lobby areas within the Scheme, which may include advertising material for which the Developer shall be entitled to receive consideration.

CAPITAL CONTRIBUTION TO THE RESERVE FUND

35. (a) In order to minimise the increase in the monthly levy payable by members to the Body Corporate and in order to avoid the unnecessary raising of special levies by the Trustees of the Body Corporate to fund any extraordinary or capital expenditure of the Body Corporate, any transferee of a unit in the Scheme shall be required to make payment of a once off, non-refundable contribution to the Reserve Fund of the Body Corporate on the transfer of the unit.
- (b) As at the date of the opening of the sectional title register of the Scheme, the aforesaid contribution shall be the amount of R2 000.00 per unit, which amount may be increased by members in a general meeting, from time to time.
- (c) The aforesaid contribution shall be paid by the new Owner on the date that such owner takes transfer of the unit in question and the payment of same shall be secured by the new Owner, to the reasonable satisfaction of the Trustees, pending the date of transfer.
- (d) The aforesaid levy contribution by a transferee shall be allocated by the Trustees to the Reserve Fund of the Scheme (as contemplated in Section 3(1)(b) of the Sectional Title Schemes Management Act 8 of

2011), unless such Reserve Fund exceeds the minimum amount prescribed in terms of the regulations to the Management Act, in which event it may be allocated by the Trustees to the administrative fund of the Scheme (as referred to in Section 3(1)(a) of the aforesaid Act).

3. THE FOLLOWING RULES HAVE BEEN SUBSTITUTED FOR THE CONDUCT RULES PRESCRIBED IN TERMS OF SECTION 10 OF THE MANAGEMENT ACT

1. PETS

- (a) Save that in exceptional circumstances (such as a blind person requiring the assistance of a guide dog), no pets (including, but in no way limited to, cats and dogs) may be kept on the Scheme.
- (b) No visitors may bring any pet (including, but not limited to, a dog or a cat) onto the Scheme.
- (c) Any contravention of the aforesaid rules shall result in, inter alia, the dog, cat or other pet in question being removed forthwith from the Scheme.

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 Trustees, 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 section;

- (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 Trustees from time to time.

VEHICLES

3. (a) Save for vehicles parked in designated Exclusive Use Areas, the Trustees may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the Trustees' consent. Alternatively, at the Trustees' election, vehicles parked on the Common Property (save within designated areas) without the Trustees' consent, may be clamped by the Trustees and a release fee of R500.00 (increased, from time to time, by the Trustees), shall be charged for the unclamping of the vehicle.
- (b) No Owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or motorcycle and the like 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. It is the responsibility of the Owner to clean up any such oil spills on the Common Property.
- (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 Trustees.
- (e) Save for vehicles parked in designated Exclusive Use Areas, Owners may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays.
- (f) Vehicles may not travel at speeds in excess of 15 kilometres per hour on any portion of the Common Property.

- (g) Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property (including any exclusive use area). Further, no persons shall, under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the Common Property (including any exclusive use areas).
- (h) Owners and their employees shall not be entitled to park in the visitors parking bays on the Common Property without the prior written consent of the Trustees.
- (i) No roller skates, scooters, skateboards or quad bikes shall be used on the Common Property.
- (j) Vehicles shall only be washed in designated areas on the Common Property. Fire hydrants may not be used for washing vehicles.
- (k) An Owner may arrange to rent or use another Owner's parking bay provided permission is given by the relevant Owner in this regard and the arrangement is registered with the Building Manager.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4. (a) An Owner shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Common Property without first obtaining the written consent of the Trustees. In addition, and in no way detracting from the generality of the aforesaid, an Owner shall not be entitled to erect or lay cameras, cabling or trunking on any external wall of a section or any other part of the Common Property.
- (b) Again in no way detracting from the generality of the aforesaid, an Owner shall not install :
 - (i) any locking device, safety gate, burglar bars or other safety device for the protection of his section or

- (ii) any screen, shutter or other device to prevent the entry of animals or insects;

without the prior written consent of the Trustees who shall be entitled to prescribe the nature and design of the device and the manner of its installation.

- (iii) 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 within any exclusive use area), save with the prior written consent of the Trustees and, where applicable, the local authority. When granting such approval, the Trustees may prescribe any reasonable condition(s). The Trustees may withdraw such approval in the event of any breach of the conditions prescribed when granting such approvals.

- (iv) Any aforesaid approved installation shall be repaired and maintained by the Owner, failing which the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.

- (c) An Owner may not enclose his balcony, save with the prior written approval of Members at a general meeting and then only in accordance with the guidelines and specifications laid down by the Trustees, from time to time.

APPEARANCE FROM OUTSIDE

- 5(i) The Owner shall not place or do anything on any part of the Common Property, (including balconies, patios and gardens) which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. 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 Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse.

- 5(ii) Further, all curtaining, interior and exterior blinds and the like installed in any unit, shall be such as to ensure that the only colour visible from the outside is white (save as the Trustees may otherwise direct and agree to).

LITTERING

6. An Owner shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

LAUNDRY

7. An Owner shall not erect his own washing line nor hang any washing or laundry or any other items on any part of the Common Property so as to be visible from the outside of the building or from any other section.

STORAGE OF FLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

- 8(a) An Owner shall 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 which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

- 8(b) Installation for gas appliances must be undertaken by certified installers only with a copy of their installation compliance certificate being supplied to the Trustees for insurance purposes. A maximum of 9kg of gas may be stored in any Unit. No gas bottles may be stored on the Common Property.

LETTING OF UNITS

- 9 (a) Should an Owner wish to lease his section, such lease shall be entered into on such terms and conditions as may be prescribed by

the Trustees from time to time and such lease shall be subject to such rules as may be laid down by the Trustees in respect of the leasing of sections in the scheme. Further, it shall be incumbent upon an Owner to ensure that a copy of the Rules is given to any prospective tenant of a section, who must sign an acknowledgement, undertaking in favour of the Body Corporate to comply with the Rules at all times while on the Scheme (and in particular, however in no way detracting from the aforesaid, to be liable for the payment of fines imposed by the Body Corporate in respect of contraventions of these Rules).

- (b) An Owner shall not be entitled to let his unit for a period of less than 14 days, save with the prior written consent of the Trustees and, during the Development Period, the Developer.
- (c) All prospective tenants are to be interviewed by the Trustees (or a committee appointed by the Trustees), 7 days prior to occupation of the unit being taken.

ERADICATION OF PESTS

10. 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 section which may be damaged by any such pests shall be borne by the owner of the section concerned.

USE

11. (a) Notwithstanding anything contained herein or elsewhere, an Owner may only use its unit strictly for residential purposes and for no other purpose whatsoever.

- (b) The maximum number of persons entitled to occupy any unit shall be calculated by multiplying the number of bedrooms in such unit by two.
- (c) An owner shall not do or permit to be done in his section or on the Common Property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy, save with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition(s). The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.
- (d) An Owner shall not keep, leave, or store any article (including motorbikes, motor cycles, tricycles, skate boards etc), on the Common Property save with the prior written approval of the Trustees (which approval may at any time, on notice, be revoked).
- (e) An Owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- (f) 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 the section.
- (g) No slaughtering of animals shall be allowed in any section of the Scheme or on the Common Property.
- (h) An Owner shall ensure that no light furniture or other light objects are left on the balcony, which could possibly be blown off the balcony in heavy winds.
- (i) The loading zone, which forms part of the Common Property, may be utilised by Owners in accordance with regulations laid down by the Trustees, from time to time. In no way detracting from the generality of the aforesaid, the Owner, in utilising the aforesaid loading zone, shall not

in any way damage the Common Property and shall ensure that such loading zone a

- (j) Owners must supervise their children and the children of their visitors so to ensure that no damage is caused to the Common Property or any nuisance is caused to other residents. In particular, and in no way detracting from the generality of the aforesaid, children may not interfere with post boxes, plants, decorations, name plates, fire fighting equipment, exterior lights, entrance gates, intercoms, swimming pool apparatus etc.
- (k) Residents must ensure that their domestic servants are properly supervised and do not loiter on the Common Property. Further, residents must ensure that their domestic servants do not cause undue noise or other nuisance on the Common Property or elsewhere.
- (l) No business, professions or trades may be conducted anywhere within the Scheme, save as specifically authorised by the Trustees in writing.
- (m) No auctions or jumble sales may be held anywhere on the Scheme.

GAMES

- 12 No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against the walls of a section or the Common Property except in areas specifically designated for such activities and no person shall play, run or make noise in any part of the Common Property except in areas specifically designated for such activities.

VISITORS AND TENANTS

- 13 (a) An Owner is liable for the conduct of visitors to the Scheme and tenants and other occupants of the section, and must ensure that all Rules (including, but in no way limited to, security rules and procedures) and the provisions of the Act are adhered to.

- (b) It is specifically recorded that visitors shall not be entitled to park anywhere on the Scheme.

ALTERATIONS AND RE-DECORATION

- 14 (a) Subject to the provisions of the Act, the relevant Bylaws and these Rules, an Owner shall be entitled to make alterations to the interior of the Section (including, but in no way limited to, any dry walling or internal walls within the Section), only with the prior written consent of the Trustees and in accordance with plans approved of by the Trustees and the local authority, (if applicable).
- (b) Any Owner who intends carrying out any renovations in his section shall be obliged to make a written application to the Trustees detailing proposed alterations/renovations accompanied by a sketch or plans of the work to be done. The Trustees may impose such conditions as they, in their sole discretion, deem necessary.
- (c) Thereafter, such Owner shall then submit the approved plans to the relevant municipal authority for their written approval where the municipality's approval is required in this regard.
- (d) After completion of such renovations/alterations the Owner shall be obliged to furnish the Trustees with a certified copy of all relevant compliance certificates by the appropriate authority, e.g electrical and engineer's certificates and the like.
- (e) Prior to commencement of any renovations/alterations such Owner shall be obliged to lodge with the Trustees a deposit to cover any damages that may be caused to the Common Property 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 Trustees, however shall be reasonable in the circumstances.

- (f) Such alterations/renovations 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 the Scheme.
 - (g) All rubble, and other refuse shall be removed daily, and may not be dumped or stored on the Common Property or on the pavement of the Scheme.
 - (h) the Owner shall be held responsible for any damage to the Common Property or adjoining sections. As a result of the aforesaid building operations.
 - (i) No work shall be carried out between 17H00 and 08H00 on weekdays.
 - (j) No work shall be carried out on Saturdays, Sundays and Public Holidays.
 - (k) All workmen/contractors shall, prior to commencement of any renovations/repairs/alterations furnish the Trustees 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 section or common area of the Scheme.
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AIRCONDITIONING AND HEAT PUMPS

- 15(a) An Owner shall not install any air-conditioning unit, extractor fan or heat pump within, or on the exterior of any unit or any part of the Common Property, save with the prior written consent of the Trustees.
- 15(b) Should the Trustees give their permission in terms of paragraph 15(a) above, then in that event, such air-conditioning unit, extractor fan or heat pump (as the case may be), shall be regularly and properly maintained by the relevant Owner, entirely at the Owner's cost.

GENERATORS

- 16 No generator, or similar device, may be operated anywhere within the Scheme (whether it be within a section or on the Common Property), save with the prior written consent of the Trustees.

NOISE

- 17 (a) Reasonable silence must be maintained between 22H00 and 08H00 every day.
- (b) No radios, musical instruments, musical players, televisions or the like, shall be used in such a manner so as to cause annoyance to other occupiers of the Scheme.
- (c) Power tools may only be used between the hours of 08H00 and 17H00 on weekdays (excluding Public Holidays).
- (d) Vehicles hooters may not be used on the Common Property except in an emergency nor may any sounding car alarm be left unattended by the Owner thereof, at any time. Further, the unnecessary revving of vehicles in the Scheme is not permitted.
- (e) Fireworks shall not be lit and discharged in any Section or the Common Property of the Scheme.
- (f) Should any Section or part of the Common Property be utilised as a place of worship "the call to prayer", ringing of Church bells or any other religious pronouncements shall not be made via loudspeaker or other auditory devices.

ELECTRICITY AND WATER

- 18 (a) It is recorded that the Body Corporate, or its nominated service provider, shall supply water and electricity services to each section, the

consumption of which shall be metered in respect of each section. An Owner shall pay the deposit(s) in respect of the supply of such services and shall further ensure that all monthly consumption accounts, in respect of such services, are paid timeously, as determined by the Trustees, from time to time.

- (b) An Owner shall also be liable for the payment of all other services provided to the section, including, but in no way limited to, telephones, television services (including satellite television) and the like.

EMPLOYEES

- 19 (a) The services of Body Corporate employees (if any) may not be utilised by an Owner, either in or outside of working hours, without the prior permission of the Trustees or the Building Manager (if so appointed).
- (b) An owner shall not interfere with the Body Corporate'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 Chairman of the Body Corporate in writing.

SWIMMING POOL

- 20 (a) Children under the age of 14 years, shall at all times be accompanied by an adult in the swimming pool area.
- (b) No liquor, glass bottles or any other glass items shall be allowed in the swimming pool area.
- (c) Save as provided for hereunder, only Owners shall be entitled to use the swimming pool. Guests of the aforesaid Owners may use the swimming pool area when accompanied by such an Owner (the number of such guests shall be limited to the number of bedrooms in the unit owned by such Owner, multiplied by two (2)).

- (d) Reasonable silence must be maintained in the swimming pool areas between the hours of 20H00 and 08H00 every day.
- (e) The swimming pool may not be utilised between the hours of 21H00 and 06H00.
- (f) No private function may be held in the swimming pool area.
- (g) No person with infectious diseases or with open wounds of any type shall be permitted to use the pool.

CLUB HOUSE AND GYM

- 21 (a) Children under the age of 10 years, shall at all times be accompanied by an adult in the club house and gym.
- (b) Only Owners shall be entitled to use the gym. Guests of the aforesaid Owners may use the club house when accompanied by such an Owner (the number of such guests shall be limited to the number of bedrooms in the unit owned by such Owner, multiplied by two (2)).
- (c) The club house and gym may not be utilised between the hours of 21H00 and 06H00.
- (d) No private function may be held in the club house or gym.

EMERGENCY ACCESS

- 22 Unless an Owner has delivered to the Trustees duplicate keys to its section for purposes of gaining entry in the event of an emergency, the Trustees shall be entitled, in an emergency, to obtain forced entry to the section and shall not be liable for any loss or damage that may result with such forced entry.

BRAAI

- 23 Owners shall only be permitted to braai on their balcony's using gas appliances approved of by the Trustees and the making of fire on the balcony or anywhere within the section or on the Common Property is strictly prohibited.

LIFTS

- 24 (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 section being improved or for the movement of furniture and the like, save with the prior written consent of the Trustees, 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	-	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 the Scheme.

SECURITY

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

REMOVAL OF FURNITURE

- 26 (a) Prior to moving in or out of the Scheme such Owner shall apply to the Trustees and simultaneously lodge a deposit of R1 000.00, or other such amount as the Trustees may stipulate, from time to time, with the Trustees to be used towards any consequential damage 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 Trustees shall deduct from such deposit the costs of repair any damages (if any) as well as a reasonable administration fee as may be stipulated by the Trustees, from time to time.

SMOKING

- 27 Smoking shall not be permitted anywhere on the Common Property of the Scheme.

BREACH OF OR FAILURE TO COMPLY WITH RULES

- 28 (a) Should any Owner, or its lessee, invitee, guest, client, customer, servant, employee or occupier of his section, or any other person who may come upon the Common Property by virtue of his right thereto:
- (b) commit a breach of any of the Rules, or the Act and fail to remedy such breach within a period of 7 (seven) days (or such longer or shorter period as the Trustees may deem reasonable in the

circumstances) of having received a written notice from the Trustees to remedy such breach or

- (ii) commit a repetition of a material breach of these Rules or the Act within a period of 60 (sixty) of having been warned by the Trustees to desist therefrom.

the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.

- (b) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in paragraph 28(a) above to, *inter alia*:

- (i) call for an explanation or an apology
- (ii) impose a fine or fines (the schedule of fines, which may be amended by the Trustees at any time, is attached hereto marked Annexure "A")
- (iii) withdraw the previously given consent applicable to the particular issue
- (iv) instruct attorneys to advise the Body Corporate or institute legal action on the Body Corporate's behalf
- (v) refer the matter to the Community Scheme's Ombud (as contemplated in the Community Scheme's Ombud Service Act 9 of 2011)

- (c) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular or the Law in general.

- (d) In the event of the Trustees having to institute any legal action or proceedings against an Owner as the result of any breach by the owner of the Act or the rules (including, but in no way limited to, the non-payment of the levy) the Owner shall be liable to refund the Body

Corporate all legal costs incurred in this regard to the maximum amount permitted by Law, which shall include collection charges, the costs incurred by the Body Corporate 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 Body Corporate.

DISCLAIMER OF RESPONSIBILITY

- 29 (a) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
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- (b) The Body Corporate 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 the Scheme, regardless of the cause thereof.
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- (c) Owners shall accept responsibility for and indemnify the Body Corporate 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 29(a) and 29(b) above.

(A)

GYMNASIUM RULES OF RIDGE TOWN CENTRAL
SECTIONAL TITLE SCHEME

RULES / GENERAL CLUBHOUSE USE

1.

- 1.1 Operating hours are displayed at the front door. The clubhouse and gym may not be utilised between the hours of 21h00 and 06h00.
- 1.2 The gym will be closed during 12h00 to 13h00 for cleaning and maintenance.
- 1.3 Firearms or other weapons are not permitted.
- 1.4 Smoking is not permitted anywhere on Gym premises or within the Clubhouse.
- 1.5 Drugs or alcohol is prohibited the Gym or Clubhouse area.
- 1.6 Except for capped plastic water bottles, eating or drinking is prohibited at or near the pool. Eating is only permitted in the seating area.
- 1.7 Please dispose of all trash in the proper bins provided inside of the fitness centre.
- 1.8 No disturbing noise or loud music may be played. Only the use of headphones is permitted.

2. ACCESS POLICY FOR GYM

- 2.1 Only members are allowed inside the Gym area.
- 2.2 If a member does not reside in the building, but has a tenant in his residence, member agrees that only the tenant is permitted to use the Gym.
- 2.3 No visitor/s are permitted to the use of Gym.
- 2.4 The maximum number of persons permitted in the gym at any given time will be restricted to 10 persons.
- 2.5 The workout session per person is limited to 90 minutes.

3. CHILDREN'S ACCESS

Children under the age of 10 years may not use any equipment in the Gym and must be accompanied by an adult.

4. USE OF EQUIPMENT

- 4.1 Use of the gym is at own risk.
- 4.2 Equipment must be used for its intended purpose and follow the instructions provided.
- 4.3 It is suggested you inspect equipment before use and do not use the equipment if it appears damaged and/or inoperable or any component appears to be missing, worn and/or damaged.
- 4.4 Please report damaged equipment to Building Manager.
- 4.5 When using strength equipment make sure that the weight pin is completely inserted. Never pin the weight stack in an elevated position. Inspect all cables, straps and other connections.
- 4.6 Do not use dumbbells or any other equipment, other than equipment specifically provided by the manufacturer, to incrementally increase weight resistance on strength equipment.
- 4.7 Ensure that the belt has come to a complete stop before stepping onto or getting off a treadmill.
- 4.8 Handle weights and equipment with care and place back on their places after use.
- 4.9 Prevent slamming and exercise caution in lifting of weight equipment to prevent damage to equipment, floors and to reduce noise levels.
- 4.10 Damage to equipment will not be tolerated and responsible persons will be held liable.
- 4.11 No food, drinks or bags are allowed on the training floor, with the exception of plastic water bottles and sports drinks.
- 4.12 A sweat towel must be used at all times and wipe equipment after every use.

5. SAFETY

- 5.1 No tampering with fire doors or any safety devices.

- 5.2 Please follow the health and safety notices displayed throughout the Club.
- 5.3 Emergency procedures are pinned on the wall. If there is an emergency, please follow the staff's instructions at all times.
- 5.4 No running in the Gym or Clubhouse. Be aware of the different floor surfaces that you move across as you walk through the Club. As on-going cleaning and maintenance will be taking place, related tools, chemicals and equipment may be hazardous, and some floor surfaces may be wet and therefore slippery. Proceed with caution in these areas.
- 5.5 Please report all injuries/incidents and/or any hazards to the Building Manager.

6. GUEST POLICY FOR CLUBHOUSE

- 6.1 All guests in the clubhouse must be accompanied by a resident.
- 6.2 The number of guests per resident will be limited to the number of bedrooms in the unit owned by such owner, multiplied by two (2).

7. BEHAVIOUR IN GYMNASIUM

- 7.1 You may not enter the Clubhouse or use the facilities whilst under the influence of alcohol.
- 7.2 Inappropriate conduct is strictly prohibited. You must not use foul, loud or abusive language, and you must not physically or sexually abuse, or harass other gym users, guests, visitors, tenants or staff members.
- 7.3 You will have to pay for any damage caused by you, your dependants and your guests while in the Gymnasium.
- 7.4 The gym will be monitored by surveillance camera to ensure the safety of users and to ensure accountability for the use of equipment by users. In the event of damage to equipment the members responsible will be held liable for the damages caused.
- 7.5 Suitable and appropriate exercise clothing must be worn at all times while exercising in the Gym. T/Shirts/vests and closed training shoes (no slaps) must be worn at all times.
- 7.6 Replace all equipment and weights back onto their places.
- 7.7 Disrupting or interfering with the workout of another member is not allowed. Respect the rights of others by using courteous and appropriate behaviour. Profanity is not allowed.

8. SWIMMING POOL

Fair Use Policy: *The swimming pool and surrounding areas are specifically intended for communal use. No one person or group of persons may engage in any activity or behaviour that will disturb other users to the extent that their experience is unpleasant or unenjoyable.*

- 8.1 No lifeguard supervision is provided at the pool area of the Building.
- 8.2 Children under the age of 14 years must be supervised by an adult at all times. No running on the edging of the pool – tiles might be wet and slippery.
- 8.3 You may not use the pool if you have a communicable / transmitted disease.
- 8.4 No climbing, jumping, diving, horse playing, pushing, sitting or playing on the walls around the pool area/ patio area.
- 8.5 No jumping or playing on the pool chairs.
- 8.6 Rubber dinghies and any pool play equipment that occupies space in the pool and that impacts negatively on the free and open use of the pool by other bathers, is strictly forbidden.
- 8.7 Interference with pool equipment is strictly prohibited.

9. PERSONAL TRAINING

Personal Trainers are prohibited. If we find someone providing Personal Training, our Building Manager will investigate and the member responsible may be expelled or suspended/ fined.

10. PERSONAL BELONGINGS

- 10.1 Members must wipe off all equipment after use. Members bring their own towels; the Body Corporate does not provide them.
- 10.2 There are no lockers in the Gym or changing facilities. Please check that your personal insurance policy covers you for loss of personal effects. We do not accept responsibility for any loss or theft of money or loss or damage to personal property of owners / tenants or their guests.
- 10.3 Do not leave your belongings unattended in the bathrooms or anywhere else in the Gym or Clubhouse at any time and report any lost item immediately to the Building Manager.
- 10.4 Any belongings left in the Gym or Clubhouse overnight will be removed and donated to charity if they are not collected within 10 days.

- 10.5 Any belongings removed or left unattended will be available at lost property at the Building Manager's Office for 10 days. If you do not collect it within this time, it will be donated to charity.

11. WAIVER AND RELEASE

In the act of becoming a resident of Ridge Town Central Sectional Title Scheme (referred to as "the Body Corporate") I agree and acknowledge: that the Company will not be liable for death, injury, loss or damage suffered by me through or contributing to by any cause whatsoever including but not limited to, any negligent (including gross negligent) act and/or omission or breach of contract on the part of the Body Corporate, its directors, employees, contractors, independent consultants or other members(s); that Body Corporate premises will invariably be entered and exited (inclusive of the parking areas) entirely at my own risk and that the Body Corporate equipment and facilities will, furthermore, be utilized on this very same basis; that the Body Corporate would not be vicariously liable for any loss or damage suffered by me and/or other member(s) as a result of theft on the part of its employees, independent contractors, consultants or other member(s). In the process of becoming a member Ridge Town Central Sectional Title Scheme I and/or my estate, furthermore, indemnified the Body Corporate against any claim by any person arising directly or indirectly from my death, injury, loss or damage suffered by a member, allegedly caused or contributed to any act or omission by the Body Corporate, its directors, employees, contractors, consultants and agents.