

PRELIMINARY

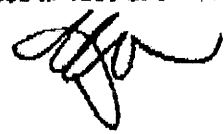
1. The rules contained in this schedule shall not be added to, amended or repealed except by special resolution of the members of the Body Corporate in accordance with the Act.

INTERPRETATION

2. In the interpretation of these rules, unless the context otherwise indicates -
 - (a) "Act" means the Sectional Titles Act 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 alternative trustee.
 - (e) "the Buildings" shall mean the buildings to which these rules apply.
 - (g) 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.
 - (h) "owner" shall be deemed to include the tenant/occupier from time to time.

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 or allocated to the private use of an owner.

USAGE

4. (a) No owner shall use any section for any purpose other than for residential purposes.

In the event of any unit being owned by a company, the section may be occupied by such person nominated from time to time by such company, provided that such occupation shall be subject to the prior approval of the trustees which approval shall not be unreasonably withheld.

- (b) (i) 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 reasonable 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 any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to guests and servants of owners and/or occupants of sections while they are in the buildings and/or the common property.

- (ii) The owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or 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 disturbance or any inconvenience to any other owner or occupant of the Buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant of the Buildings or member of the body corporate.



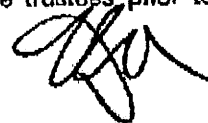
The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.

- (iii) The owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows.
- (c) (i) An owner shall not keep or do anything on the common property after notice in writing in that regard from the trustees.
- (ii) An owner 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.
- (iii) An owner shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the trustees first having been had and obtained.

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 or any house 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 duly 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.



- (c) that no such lease, or parting with occupation, shall be for a period of less than six (6) months.

ANIMALS

6. No animals, reptiles or pets (other than a bird in a cage) shall be kept or harboured in the Buildings unless the same in each instance be expressly permitted in writing by the trustees. In no event shall animals be permitted in any of the public portions on the Building or any other part of the common property unless controlled on a leash. In the event of any owner or occupant securing permission to keep or harbour any animal or other pet on the premises, such person shall not allow such animal or other pet to foul the corridors, entrance or any other part of the common property or otherwise cause a nuisance. The trustees shall have the right to require any such animal or other pet to be removed permanently from the Building where this rule is not observed.

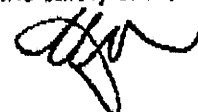
AIRCONDITIONING UNITS AND TELEVISION AERIALS

7. No owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy) any air conditioning equipment, or apparatus, or television aerial or equipment which requires attachment to the structure of the building, except with the prior written consent of the trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.

ALTERATIONS

8. (a) The owner may make alterations to the interior of the section, but no structural alterations nor alterations to the water, gas or steam pipes, electric conduits or plumbing may be 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 mantels, lighting fixtures, refrigerators, cooking ranges, woodwork, panelling, ceilings, doors or decorations which will not cause any damage to the Building, subject always to the condition 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.



- (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 and types of any blinds and awnings or of exterior paintwork on doors, windows, window frames, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the trustees.
- (ii) No owner shall place or allow to be placed any signs, writing or notices in or upon any section of the common property except with the prior written consent of the trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- (iii) No owner shall enclose or alter any open balcony(ies) save with the prior written approval of the trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- (c) No work which causes undue noise may be carried out except between the hours of 7 a.m. and 5 p.m. on weekdays or 7 a.m. and 12 noon on Saturdays. In addition, an owner shall procure that contractors avoid unduly noisy operations between 2 p.m. and 4 p.m. No work which causes undue noise shall be carried out on Sundays and Public Holidays.

SUBDIVISION

9. No owner shall subdivide or partition any unit or section or any part thereof without first obtaining the prior written approval of the trustees of the body corporate, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit. In particular, no owner shall, in any manner whatsoever, embark upon a time-sharing scheme in respect of any unit or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.



ELECTRICITY

10. 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 light and current consumed in the section.

REFUSE REMOVAL

11. The owner shall be responsible for the removal of all refuse, and debris from his section. An owner shall not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specially designated for the placing of refuse or rubbish either on the sectional plan or by the trustees.

INSURANCE

12. (a) The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, 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.
- (c) An owner shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such 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 the 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 sectional owner, who undertakes to keep the interior of his section in such proper state of cleanliness and in a hygienic condition. No owner may, in any circumstances, interfere with the schedule of times of service of flats and any complaints concerning flat cleaning shall be made to the chairman of the trustees of the body corporate in writing.

LAUNDRY

14. The owner shall not allow any of his or her linen or clothing to be hung on the outside of any section or on the common property except in the place specially designated therefor. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows. Laundry shall be removed from the drying lines as soon as is reasonably possible after it has dried.

AUCTION SALES

15. The owner shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances.

GAMES

16. No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the Buildings. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted in any part of the common property.

HAZARDS

17. (a) Fire: No cooking is permitted in the servants' quarters if any save by employees of the body corporate.
- (b) Water: An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.



SECURITY

18. Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the trustees of the body corporate.

DAMAGE TO PROPERTY

19. No owner or his guest shall cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof.

VEHICLES

20. (a) 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. No owner or occupier shall park or stand any boat, trailer or caravan upon the common property or permit or allow any boat, trailer or caravan to be parked or stood upon the common property, without the consent of the trustees in writing.
- (b) 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.
- (c) 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 to the common property or in any way deface the common property.
- (d) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.

BREACH

21. In addition to and without prejudice to the rights created in accordance with the provisions of rule 70 of the management rules in the event -

- (a) of the owner committing any breach of any of the provisions of the management, conduct or house rules made hereunder or of the Act and failing to remedy such breach within seven (7) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or



- (b) of the owner committing or suffering the commission of any repetition of any breach of any of the terms and conditions of the management, conduct or house rules made hereunder or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of:

the body corporate or the trustees or the managing agent if so authorised by the trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to it or them, either to enforce the relevant provision of the rules and/or Act breached, or alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the body corporate or the trustees or the managing agent as the case may be, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the body corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy same. In the event of any steps or legal action being taken by the body corporate or the trustees or the managing agent for the purpose of enforcing compliance with these rules or any house rules made hereunder or of the Act or procuring a due and proper remedy of such breach, all costs and expenses howsoever incurred by the body corporate or the trustees or the managing agent arising thereout or in connection therewith (including Attorney/Client costs) shall be paid by and shall be recovered from the defaulting owner.

22. In the event of the body corporate instituting any legal action or proceedings against the owner as a result of any breach of the management, conduct and/or house rules, or in terms thereof, the owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements, including collection commission, as determined by the Law Society from time to time.

ERADICATING OF PESTS

23. 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.



MAINTENANCE OF SECTION 9

24. The owner or his successors in title or assigns shall be responsible, in perpetuity for the maintenance of the exterior of Section 9 Forest Hamlet to a standard as may be directed or imposed by the trustees of the Body Corporate of Forest Hamlet, from time to time. All costs in respect of such maintenance shall be borne by the owner of Section 9.

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FOREST HAMLET BODY CORPORATE

(Scheme 133/95)

FORM V

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

Schedule of Rules made by the BODY CORPORATE of FOREST HAMLET by Special Resolutions.

1. The addition to Rule 4 (USAGE) of subsections:

- (b) (iv) Garages shall not be used as sleeping or living quarters.
- (b) (v) Staff/Employees shall not be housed on the premises.

2. In Rule 6 (ANIMALS) the replacement of:

In the first sentence, "No animals, reptiles or pets (other than a bird in a cage) shall be kept or harboured in the Buildings unless the same in each instance be expressly permitted in writing by the trustees".

with

"No animals, reptiles or pets shall be kept or harboured in the Buildings or Sections. The Trustees may, upon written application, permit in writing a maximum of two small dogs and/or a bird in a cage to be kept or harboured in the applicant's Unit, subject to conditions that may be specified by the Trustees from time to time".

3. The addition to Rule 6 (ANIMALS) of:

No cats shall be permitted to be kept, on the understanding that any resident who has received written authority to do so before 11 September 2002 may be permitted to retain the cat until its demise.

4. In Rule 18 (SECURITY) the replacement of:

"Unauthorised traders, hawkers or others found causing a nuisance on the premises should be reported to one of the trustees of the body corporate".

with

"No hawkers or unauthorised traders are permitted on the premises. Those found on the premises should be reported to one of the Trustees of the Body Corporate".

5. The addition to Rule 20 (VEHICLES) of subsections:

- (e) The maximum speed on any roadway shall be fifteen (15) kilometres per hour.
- (f) The maximum gross vehicle mass on any of the roadways shall be three (3) tonnes (3000kg).
- (g) No unauthorised vehicle shall be driven on the area of the "Common".

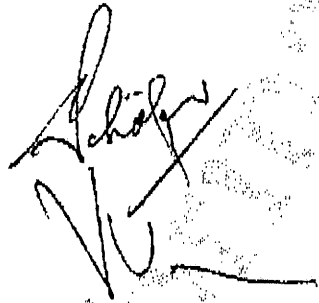
6. The addition of Rule 25 (ADDITIONS & EXTENSIONS):

25.

- (a) No addition or extension to any section shall be made without prior approval from the Body Corporate in the form of a Special Resolution, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit. Before commencement of such addition or extension may commence, the applicant shall meet all requirements under the Act and of the local authority of eThekweni Municipality in full.

- (b) Any costs relating to requirements under the Act and by the Local Authority shall be borne in full by the applicant, who may be asked to lodge a deposit to cover such costs before commencement of such addition or alteration.
- (c) The owner of the unit making an addition or extension shall be responsible for advising the Body Corporate of any increase in the insured value of said addition or extension, and shall be responsible for the cost of such increased insurance cover.
- (d) The owner of the unit making an addition or extension shall indemnify the Body Corporate and the Trustees against any claim of whatsoever nature arising as a result of making such addition or alteration. The conditions laid down in this indemnity shall include a clause that it is binding on the owner and upon his/her estate until such time as a successor to the unit concerned assumes such responsibilities by written indemnity in favour of the Body Corporate of Forest Hamlet in terms and conditions of the prior indemnity.
- (e) Any building, shed, playroom or storage area (or similar) built of wood (Gemini-type or similar), will not be permitted within the Complex.

Rules Conduct Amend Sched 200410.doc

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CONDUCT RULES

(Section 35(2)(b) of the Sectional Titles Act, 1986)

RULES SUBSTITUTED BY THE DEVELOPER FOR THOSE RULES AS CONTEMPLATED IN SECTION 35(2)(b) OF ACT 95 OF 1986 AND BEING FOR THE CONTROL AND MANAGEMENT OF THE BUILDING OR BUILDINGS KNOWN AS "FOREST HAMLET No 133/95" AND SUB 200 (OF 9) OF THE FARM WATERFALL No. 978, ON WHICH THE BUILDING OR BUILDINGS ARE SITUATED.

SECTIONAL TITLES ACT (95/1986) FOREST HAMLET



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 No. 95 of 1986, as amended from time to time and any regulations made and in force hereunder.
 - (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 alternative trustee.
 - (e) "the Buildings" shall mean the buildings to which these rules apply.
 - (f)
 - (g) 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.
 - (h) "owner" shall be deemed to include the tenant/occupier from time to time.

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 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 or allocated to the private use of an owner.

USAGE

4.
 - (a) No owner shall use any section for any purpose other than for residential purposes. In the event of any unit being owned by a company, the section may be occupied by such person nominated from time to time by such company, provided that such occupation shall be subject to the prior approval of the trustees which approval shall not be unreasonably withheld.
 - (b)
 - (i) 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 reasonable 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 any house rules made in terms of these rules, and of the provision of the Act. This rule shall likewise apply to guests and servants of owners and/or occupants of sections while they are in the buildings and/or the common property.

- (ii) The owner shall not cause or permit any disorderly conduct of whatsoever nature upon the section or 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 disturbance or any inconvenience to any other owner or occupant of the Buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner or occupant of the Buildings or member of the body corporate. The use of radio and television sets, gramophones, recording equipment and the like or the playing of musical instruments to the extent that others are disturbed is prohibited.
 - (iii) The owner shall at all times maintain his section in good, clean and habitable order and condition, and shall be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows.
 - (iv) Garages shall not be used as sleeping or living quarters.
 - (v) Staff/Employees shall not be housed on the premises.
- (c)
- (i) An owner shall not keep or do anything on the common property after notice in writing in that regard from the trustees.
 - (ii) An owner 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.
 - (iii) An owner shall not erect any tent or other structure or alter or remove any shrub, tree or plant on or in the common property without the written consent of the trustees first having been had and obtained.

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 or any house rules made in terms hereof 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 duly 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.
 - (c) That no such lease, or parting with occupation, shall be for a period of less than six (6) months.

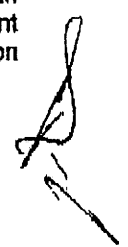
ANIMALS

6. No animals, reptiles or pets shall be kept or harboured in the Buildings or Sections. The Trustees may, upon written application, permit in writing a maximum of two small dogs and/or a bird in a cage to be kept or harboured in the applicant's Unit, subject to conditions that may be specified by the Trustees from time to time. In no event shall animals be permitted in any of the public portions on the Building or any other part of the common property unless controlled on a leash. In the event of any owner or occupant securing permission to keep or harbour any animal or other pet on the premises, such person shall not allow such animal or other pet to foul the corridors, entrance or any other part of the common property or otherwise cause a nuisance. The trustees shall have the right to require such animal or other pet to be removed permanently from the Building where this rule is not observed. No cats shall be kept or harboured in any buildings or on the premises with the proviso that any member who has received written permission from the Trustees before 11 September 2002, allowing them to do so, may retain them until their demise or relocation.

AIRCONDITIONING UNITS AND TELEVISION AERIALS

7. No owner shall place or allow to be placed in a section or any part thereof (or any part of the common property which he is entitled to occupy) any air conditioning equipment, or apparatus, or television aerial or equipment which requires attachment to the structure of the building, except with the prior written consent of the trustees, who in giving such consent may impose such conditions as to the method of installation, type, specification, position, colour and removal thereof as they in their absolute discretion shall deem fit.

ALTERATIONS

- 8.
- (a) The owner may make alterations to the interior of the section, but no structural alteration, nor alterations to the water, gas or steam pipes, electric conduits or plumbing may be 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 his section at his own expense any improvements, additions or fixtures such as mantels, lighting fixtures, refrigerators, cooking ranges, woodwork, paneling, ceilings, doors or decorations which will not cause any damage to the Building, subject always to the condition that the owner shall at all times only use such electrical appliance 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 jeopardize the safety of the Building.
- (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 falling 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 and types of any blinds and awnings or of exterior paintwork on doors, windows, window frames, balustrades, balcony walls and ceilings shall not be changed without the prior written approval of the trustees.
- (ii) No owner shall place or allow to be placed any signs, writing or notices in or upon any section of the common property except with the prior written consent of the trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
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- (iii) No owner shall enclose or alter any open balcony(ies) save with the prior written approval of the trustees, who in giving such consent may attach any conditions thereto as they in their absolute discretion shall deem fit.
- (c) No work which causes undue noise may be carried out except between the hours of 7 a.m. and 5 p.m. on weekdays or 7 a.m. and 12 noon on Saturdays. In addition, an owner shall procure that contractors avoid unduly noisy operations between 2 p.m. and 4 p.m. No work which causes undue noise shall be carried out on Sundays and Public Holidays.

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ELECTRICITY

- 10. 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 light and current consumed in the section.

REFUSE REMOVAL

- 11. The owner shall be responsible for the removal of all refuse, and debris from his section. An owner shall not place or allow or cause to be placed any refuse or rubbish on the common property or part thereof except in such place or places specially designated for the placing of refuse or rubbish either on the sectional plan or by the trustees.

INSURANCE

- 12.
 - (a) The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, 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.
 - (c) An owner shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase any premium payable in respect of such policy.

CLEANERS

13. The trustees of the body corporate are especially authorized to employ cleaners to keep all portions of the common property in a proper state of cleanliness and the 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 sectional owner, who undertakes to keep the interior of his section in such proper state and in a hygienic condition. No owner may, in any circumstance, interfere with the schedule of times of service of flats and any complaints concerning flat cleaning shall be made to the chairman of the trustees of the body corporate in writing.

LAUNDRY

14. The owner shall not allow any of his or her linen or clothing to be hung on the outside of any section or on the common property except in the place specially designated therefore. Carpets and mats shall not be shaken or dusted or beaten over the balconies or through windows. Laundry shall be removed from the drying lines as soon as is reasonably possible after it has dried.

AUCTION SALES

15. The owner shall not hold or allow to be held any auction sale in the section or any portion of the common property under any circumstances.

GAMES

16. No owner shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against any of the walls of the common property or of the Buildings. No games, bicycle riding, skateboard riding, roller skates or recreational activities of any nature shall be permitted on any part of the common property.

HAZARDS

- 17.
- (a) Fire: No cooking is permitted in the servants' quarters if any save by employees of the body corporate.
 - (b) Water: An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their sections.

SECURITY

18. No hawkers or unauthorised traders are permitted on the premises. Those found on the premises should be reported to one of the Trustees of the Body Corporate.

DAMAGE TO PROPERTY

19. No owner or his guest shall cause or permit any act which might result in damage to or disfigurement of any section or common property or any part thereof.



VEHICLES

20.

- (a) 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. No owner or occupier shall park or stand any boat, trailer or caravan upon the common property or permit or allow any boat, trailer or caravan to be parked or stood upon the common property, without the consent of the trustees in writing.
- (b) 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.
- (c) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of visitors and guests, do not drip oil or brake fluid on to the common property or in any way deface the common property.
- (d) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- (e) The maximum speed on any roadway shall be fifteen (15) kilometres per hour.
- (f) The maximum gross vehicle mass on any of the roadways shall be three (3) tonnes (3000kg).
- (g) No unauthorised vehicle shall be driven on the area of the "Common".

BREACH

21. In addition to and without prejudice to the rights created in accordance with the provisions of rule 70 of the management rules in the event -

- (a) of the owner committing any breach of any of the provisions of the management, conduct or house rules made hereunder or of the Act and failing to remedy such breach within seven (7) days of the date of delivery by hand or posting by prepaid registered post of written notice calling upon such owner to remedy the same; or
- (b) of the owner committing or suffering the commission or any repetition of any breach of any of the terms and conditions of the management, conduct or house rules made hereunder or of the Act, which breach is of such a nature or occurrence that cannot practicably be remedied subsequent to the giving of a period of notice as aforesaid, at any time after due notice in writing has been given to the owner requiring the owner to desist from and/or not to repeat or suffer the repetition of the breach complained of; the body corporate or the trustees or the managing agent if so authorized by the trustees shall be entitled notwithstanding any indulgence that may have been shown to the defaulting owner, to take such action as may be available to them, either to enforce the relevant provision of the rules and/or Act breached, or alternatively to restrain the defaulting owner from continuing or repeating the unlawful conduct complained of as may be available to the body corporate or the trustees or the managing agent as the case may be, all without prejudice to any other rights that may lie against the defaulting owner for the recovery of any damages or loss which the body corporate or any other owner in the building may suffer as a result of such breach and/or failure to remedy same. In the event of any steps or legal action being taken by the body corporate or the trustees or the managing agent for the purpose of enforcing compliance with these rules or any house rules made hereunder

or of the Act or procuring a due and proper remedy of such breach, all costs and expenses howsoever incurred by the body corporate or the trustees or the managing agent arising thereout or in connection therewith (including Attorney/Client costs) shall be paid by and shall be recovered from the defaulting owner.

22. In the event of the body corporate instituting any legal action or proceedings against the owner as a result of any breach of the management, conduct and/or house rules, or in terms thereof, the owner shall be liable to pay, in addition to party and party costs, all attorney and client fees and disbursements, including collection commission, as determined by the Law Society from time to time.

ERADICATING OF PESTS

23. 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 authorized agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The cost 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.

MAINTENANCE OF SECTION 9

24. The owner or his successors in title or assigns shall be responsible, in perpetuity for the maintenance of the exterior of Section 9 Forest Hamlet to a standard as may be directed or imposed by the trustees of the Body Corporate of Forest Hamlet, from time to time. All costs in respect of such maintenance shall be borne by the owner of Section 9.

ADDITIONS AND EXTENSIONS

25. (a). No addition or extension to any Section shall be made without prior approval from the Body Corporation in the form of a Special Resolution, which in giving such approval may attach such conditions thereto as they in their discretion shall deem fit. Before commencement of such addition or extension may commence, the applicant (owner of the Section) shall meet all requirements under the Act and of the local authority of eThekweni Municipality in full.
- (b). Any costs relating to requirements under the Act and by the Local Authority shall be borne in full by the applicant, who may be asked to lodge a deposit to cover such costs before commencement of such addition or extension.
- (c). The applicant shall be responsible for advising the Body Corporate of any increase in the insured value of said addition or extension, and shall be responsible for the cost of such increased insurance cover.
- (d). The owner of the Section making an addition or extension shall indemnify the Body Corporate and the Trustees against any claim of whatsoever nature arising as a result of making such addition or extension. The conditions laid down in this indemnity shall include a clause that is binding on the owner and upon his/her estate until such time as a successor to the unit concerned assumes such responsibilities by written indemnity in favour of the Body Corporate of Forest Hamlet in terms and conditions of the prior indemnity.
- (e). Any building, shed, playroom or storage area (or similar) built of wood (Gemini-type or similar), will not be permitted within the complex of Forest Hamlet.

