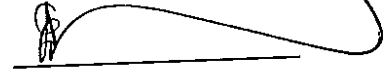


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Acc 924
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PREPARED BY ME



CONVEYANCER
VICTOR EAW

BC 000044543 / 2009

**CERTIFICATE OF ESTABLISHMENT OF BODY CORPORATE IN TERMS OF THE
PROVISIONS OF SECTION 36(1) OF THE SECTIONAL TITLES ACT, 1986**

I,

Registrar of Deeds at Johannesburg

hereby certify that a body corporate designated as the Body Corporate of the scheme
known as

PEBBLE FALLS

No. SS 000000214 / 2009

Is deemed to be established with effect from 21/12/2009

SIGNED at JOHANNESBURG ON

21/12/2009



REGISTRAR OF DEEDS

Dear Owner / Occupier,

Welcome to Pebble Falls!!!!!!

We trust that your stay will be pleasant and lasting.

Attached are several documents for your information and to assist you in the enjoyment of your new place of residence or ownership.

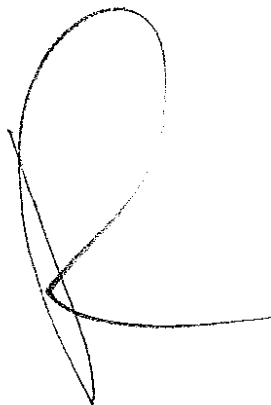
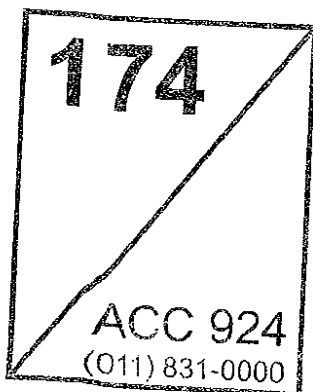
Owners are to note that cleaning services to the common property is in place and that your co-operation to refuse management is critical.

We have pleasure in submitting herewith the basic rules as defined in the Sectional Titles Act, 1986 (Act, No. 95 of 1986)

On behalf of the managing agent, we appeal to all of you to please carefully study these rules and abide by them in the interest of all of us.

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

Let's all co-operate to keep the image of our complex high; so that we may all enjoy a long and happy stay here.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, located in the lower right quadrant of the page.

INTERPRETATION

In the interpretation of these rules, unless the context otherwise indicates:

- a) "act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time, and any regulations made in force thereunder
- b) "trustees" includes an alternative trustee
- c) "the body corporate" means the body corporate as determined in section 35 to 43 of the Sectional Titles Act 1986
- d) "section" means the unit/flat registered
- e) "common property" means the common property as shown on the Sectional Titles plan
- f) "owner" means the registered owners of the units, who are responsible for their families, tenants, residents, etc., that may be in the complex
- g) "board of trustees" means the trustees appointed in terms of the Sectional Titles Act
- h) "managing agent" means the managing agent as appointed by the board of trustees from time to time to administer the affairs of the body corporate
- i) "complex" means the building know as PEBBLE FALLS as well as the common property
- j) "occupier" means the person occupying any unit
- k) 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
- l) words and expressions to which a meaning has been assigned in the Act, shall bear the meaning so assigned to them
- m) 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.

INDEX

CONDUCT RULES

- 1 ANIMALS, REPTILES AND BIRDS
- 2 REFUSE DISPOSAL
- 3 VEHICLES
- 4 DAMAGE, ALTERATIONS, ADDITIONS TO THE COMMON PROPERTY
- 5 APPEARANCE FROM THE OUTSIDE
- 6 SIGNS AND NOTICES
- 7 LITTERING
- 8 LAUNDRY
- 9 STORAGE OF INFLAMMATORY MATERIALS AND OTHER DANGEROUS ACTS
- 10 LETTING OF UNITS
- 11 ERADICATION OF PESTS
- 12 GENERAL
 - 12.1 NOISE AND DISTURBANCE
 - 12.2 STAFF AND EMPLOYEES
 - 12.3 DOMESTIC EMPLOYEES
 - 12.4 VISITORS
 - 12.5 BUSINESS ACTIVITIES
 - 12.6 PLAY AREA
 - 12.7 TRUSTEES DECISION FINAL
 - 12.8 CONTRAVENTION OF CONDUCT RULES OR MANAGEMENT RULES
 - 12.9 EXCLUSIVE USE AREAS

1. ANIMALS, REPTILES AND BIRDS

1.1 WRITTEN PERMISSION

An owner or occupier of a section shall not, without the consent of the trustees in writing, which may unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.

1.2 CONDITIONS

The trustees may prescribe any reasonable condition for the keeping of such animal, reptile or bird including the requirement that any male dog or cat be neutered and any female dog or cat be spayed.

1.3 WITHDRAWAL OF PERMISSION

The trustees may withdraw such approval in the event of the contravention of any condition as prescribed in terms of rule 1.2. above.

1.4 LIABILITY

The owner of any animal, reptile or bird that caused any injury, damaged or inconvenience will be solely liable for such injury, damage or inconvenience.

1.5 TRUSTEES DECISION FINAL

The trustees' decision regarding any matter with regards to animals, reptiles and birds shall be final and binding.

2. REFUSE DISPOSAL

An owner or occupier of a section shall:

- 2.1 maintain in a hygienic and clean condition, a receptacle for refuse inside his section
- 2.2 maintain in a hygienic and clean condition, in the garden area of your unit, and ensure that before refuse is placed in this receptacle, it is securely wrapped, and in the case of tins and other containers these must be completely drained, and that glass or other items not suitable for the compactor are separate
- 2.3 for the purpose of having the refuse removed, have such refuse placed in the receptacle in the area prescribed by the trustees on the day/s before the time prescribed by the trustees

3. VEHICLES

3.1 PARKING

No owner or occupier shall park or stand any vehicle or trailer on the common property, or allow any vehicle or trailer to be parked or stood on the common property without the written consent of the trustees. The use of allocated parking bays are to be strictly followed.

3.2 TOW-AWAY

The trustees may cause to be removed or towed away, at the risk and expenses of the owner of the vehicle or parked, standing or abandoned on the common property without the written consent of the trustees.

3.3 LEAKS

All owners and occupiers of sections shall ensure that their vehicles and trailers, and the vehicles and trailers of their guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.

3.4 REPAIRS

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

3.5 LICENSE

No owner or occupier of a section shall be permitted to drive a vehicle on the common property or in any exclusive use areas without a valid driver's license for that vehicle.

3.6 SPEED

No owner or occupier shall be permitted to drive a vehicle at more than fifteen (15) kilometres per hour on any common property or in any exclusive use area.

3.7 DANGEROUS DRIVING

No owner or occupier shall drive or allow to be driven any vehicle on the common property or in any exclusive use area in any manner that may be dangerous to either himself or to anyone else or to any property.

3.8 VEHICLE WASHING

Washing of vehicles are only permitted in the designated wash bay areas as directed by the Trustees.

4. DAMAGE, ALTERATIONS, ADDITIONS TO THE COMMON PROPERTY

4.1 DAMAGE

An owner or occupier of a section shall not mark, paint, drive nails or screw or the like into, or otherwise damage or alter any part of the common property without first having obtained the written permission of the trustees.

4.2 SECURITY GATES

Notwithstanding rule 4.1., an owner or person authorised by him, may install:-

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

Or

4.2.2 any screen or other device to prevent the entry of animal or insects;

Provided that the trustees have first approved in writing the nature, design and colour of the device and the manner of its installation.

5. APPEARANCE FROM THE OUTSIDE

5.1 APPEARANCE

The owner or occupier of a section shall not place or do anything on any part of the common property, including patios, stoeps, fences which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

In particular, no satellite dishes and / or television antennae may be placed on the outside of any unit.

5.2 FENCES

No owner or occupier of a section shall erect or allow to be erected any form of fence on any part of the common property or in any exclusive use area.

6. SIGNS AND NOTICES

No owner or occupier of a section shall place or allow to be placed any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from the outside of the section.

7. LITTERING

No owner or occupier of a section shall deposit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette butts, food or food scraps or any litter whatsoever.

8. LAUNDRY

No owner or occupier of a section shall hang any washing or laundry or any other items on any part of the common property or as to be visible from the outside of the building or from any other section, other than in the designated drying yards.

9. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

9.1 STORAGE

An owner or occupier of a section 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.

9.2 FIREARMS

9.2.1. No owner or occupier of a section shall discharge or allow to be discharged any firearm (as determined by the Act on Arms and Ammunition) in any section or any part of the common property, unless loss of his life may result from failure to do so. In such event, a detailed report is to be handed to the trustees for evaluation.

9.2.2. No owner or occupier of a section shall carry a firearm on the common property in such a manner as to be visible to other people.

9.2.3. The Act of Arms and Ammunition is to be strictly adhered to at all times. Any owner or occupier of a section who contravenes or allow to be contravened the above said Act, shall be criminally charged.

9.3 CONTRAVENTION

Any owner or occupier who contravenes or allows to be contravened the rule above rule 9.2. shall be prohibited from carrying a firearm on the common property.

9.4 ELECTRICITY SUPPLY

No owner or occupier of a section may tamper or have any work or repairs done to any electrical supply or apparatus that serves the common property. Any electrical faults on the common property must be reported to the Chairman of the Board of Trustees or the Caretaker.

9.5 FIRES AND BRAAIS

No owner or occupier of a section shall allow any form of fire inside his unit or on the common property. Braais may only be held in areas of the common property designated by the trustees for such use. It is strictly prohibited to throw cigarette stubs, matches, etc., out of windows or anywhere on the common property. All inflammable items must be kept in a safe place, and out of reach of children.

9.6 FIRE EXTINGUISHERS / FIRE HYDRANTS

No owner or occupier of a section shall tamper or allow to be tampered with any fire fighting equipment on the common property, nor shall the park or allow to be

parked any vehicle so as to obstruct access to any fire hydrant on the common property. It is strongly recommended that all owners or occupiers of a section acquire and keep in an accessible place in their unit a fire extinguisher. Owners or occupiers are not covered for the contents of their units by the insurance policy covering the buildings and are thus advised to take out suitable insurance cover themselves.

10. LETTING OF UNITS

10.1 EVICTION OF TENANTS

The Board of Trustees shall have the right to evict any tenant who does not comply with these conduct rules. A thirty day notice period shall be given by the trustees to the tenant in writing after the owner has not taken any reasonable steps against the tenant. If the tenant does not vacate the unit and the scheme within thirty days, he will be removed from the unit and scheme by the trustees, at his own risk and expense. No owner shall have any claims whatsoever for any loss of rent, etc. from the Board of Trustees due to the eviction of any tenant.

11. ERADICATION OF PETS

An owner or occupier of a section shall keep his unit free of white ants, borer, other wood destroying insects, other pests and 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 of any such pests as may be found within the section, shall be borne by the owner of the section involved.

12. GENERAL

12.1 NOISE AND DISTURBANCE

12.1.1. NOISE

No owner or occupier of a section shall make or allow to be made and excessive noise at any time, so as to disturb the other units. (Excessive shall be at the discretion of the trustees).

12.1.2. AFTER HOURS

No owner or occupier of a section shall make or allowed to be made any noise after 24:00 and before 09:00 on a weekend without prior arrangement.

12.1.3. HOOTERS

No owner or occupier of a section shall sound or allow to be sound any hooter unless in case of emergency.

12.1.4. CHILDREN

No owner or occupier of a section shall allow any child to make noise in the immediate vicinity of any unit.

12.1.5. CULTURAL TRADITIONS

The performing of any cultural traditions on common property is not permitted without the written permission of the Trustees.

12.1.6. SLAUGHTER OF ANIMALS

The slaughter of any animal for whatever reason is forbidden on the premises in accordance with health and abattoir regulations.

12.2 STAFF AND EMPLOYEES

12.2.1. EMPLOYMENT

The members of staff that are required by the body corporate to maintain the premises shall be employed and dismissed by the trustees only, and at their own discretion.

12.2.2. UTILIZATION

All members of staff employed by the body corporate are employed to perform tasks pertaining to the running and upkeep of the complex, they may under no circumstances be used by any owner or occupier to perform private tasks whilst they are on duty.

12.2.3. COMPLAINTS

Any owner or occupier who has a complaint about any member of staff is to report it to the trustees or caretaker, and it not to reprimand any member of staff in any way.

12.3 DOMESTIC EMPLOYEES

Any owner or occupier of a section who has a domestic employee is to make sure they know and understand the conduct rules and adhere to them at all times. The employee is the owner or occupier's responsibility at all times, who shall be required to record the Domestic as an employee for access control to the security company at all times by whatever means directed by security.

12.4 VISITORS

Any owner or occupier of a section who receives visitors or guests is to make sure that they comply with these conduct rules at all times, the owner or occupier is responsible for all their visitors at all times.

12.5 BUSINESS ACTIVITIES

12.5.1 SALES

No auction, jumble sale or any other sale shall be held on or in the property without first obtaining written permission from the trustees.

12.5.2 ADVERTISEMENTS

No advertisements or posters of any nature may be placed in or around the complex, or outside the complex.

Notwithstanding the above: -

- 12.5.2 (a) A unit that goes on show may for the day of the show only have the minimum number of pointer boards required to point out the unit on show, they may only be erected at 10:00 and must be removed by 17.30.
- 12.5.2 (b) A unit that is on sale may only have one FOR SALE sign at one of the gates only. The sign must be placed so as not to obscure any person's vision or path.

It is specifically provided that the Developer may continue to:

- i) Retain a "show" unit in the complex, for so long as the Developer is the owner of at least one of the units in the complex;
- ii) Place such advertisements, signage and / or other marketing material as the Developer in its sole discretion may deem necessary, for so long as the Developer is the owner of at least one of the units in the complex, and the Developer will in no way be limited as to the times and dates for placement of such marketing material and /or signs.

12.6 PLAY AREA

- 12.6. (a) No persons under the age of 12 years are allowed to use any of the playground equipment.
- 12.6. (b) Parents are to accompany young children in the play area at all times.
- 12.6. (c) No persons may use the play equipment for any other purpose for any other than that it was designed for. The trustees shall have the right to prohibit any person who uses the equipment in any other way than what it was designed for using the equipment for a time they shall determine.
- 12.6. (d) No rough games, etc. are allowed in the play areas.
- 12.6. (e) Any person noticing any damage to any of the equipment shall notify the trustees or the caretaker of such damage in or for repair to be effected.
- 12.6. (f) Children are to be requested to keep the noise level as low as possible.
- 12.6. (g) No glass may be taken into the play area.
- 12.6. (h) No cigarettes or rubbish may be deposited in the play area.
- 12.6. (i) The gates are to be kept closed at all times.
- 12.6. (j) Children may only play in the designated play areas and not in the driveways, etc.

12.7 TRUSTEES DECISION FINAL

- 12.7.1. In respect of the interpretation of these rules and all decisions needed to enforce these rules, the trustees' decision shall be final and binding.

12.8.1. CONTRAVENTION OF CONDUCT RULES

12.8.1 An owner or occupier of a section who contravenes or allowed to be contravened any conduct rule, shall be issued with a written warning by the trustees.

12.8.2 (a) An owner or occupier of a section who further contravenes any conduct rule, shall be liable to a fine for the amount determined by the trustees but not exceeding one thousand rands, shall be paid in cash to the trustees and a receipts shall be issued for the payment made. Such monies shall be issued towards improvements in the complex as determined by the trustees. The issue and payment of a fine shall not prejudice any other rights available to the trustees or the Body Corporate in law and in particular their right to apply to court for an interdict against the offending owner or occupier.

12.8.2 (b) if as a result of breach of any of these conduct rules by any owner or occupier, the trustees instruct an attorney the defaulting owner or Occupier shall be liable for all costs and charges of whatsoever nature on an attorney client scale incurred by the trustees as a result thereof.

12.8.3 CONTRAVENTION OF MANAGEMENT RULES

Should any member contravene any management rules under Annexure 8 rule 68 and 70 shall be liable of a fine imposed by the Trustees at their discretion but not exceeding R1000.00 and such owner shall further be liable for any costs incurred by the Body Corporate to remedy the owner's failure to rectify such act or omission.

12.8.4 INTEREST ON ARREAR AMOUNTS OWING TO THE BODY CORPORATE BY OWNERS

Interest on any amounts in arrear more than 30 days shall be subject to interest charges at a rate of 21% per annum or prime plus 9% whichever is the higher.

12.8.5. COPY OF RULES

A copy of these rules shall be kept by each and every owner or occupier and shall be made available for inspection by the trustees at any reasonable hour.

12.8.6. WRITTEN PERMISSION

Written permission by the trustees shall only be valid if signed by the chairman and at least two trustees jointly.

12.9. EXCLUSIVE USE AREAS (PRIVATE GARDENS/PARKING AREAS)

12.9.1. Notwithstanding the fact that exclusive use areas are mentioned in any sale agreement between the Developer and purchaser, these areas have not been specified in detail and are presently regarded as common property in

accordance to the draft sectional title plan to be registered with the Registrar of Deeds. It is the intention of the Developer to provide a garden area to all ground floor units as well as parking bays of various descriptions to all units to which such owners will be required to formalise such exclusive use at his own expense under Rules created exclusive use areas in terms of Section 27A of the Sectional Title Act. That every owner of a unit in the scheme shall have the right to the exclusive use area whether a garden or such parking bay or bays whether covered or open, in accordance with the stipulations of "A1" those areas designated to his unit on the attached schedule marked "X" and plan marked "P" and "P1".

- 12.9.2. The Body Corporate will do everything reasonable within its power to ensure that an owner can enjoy the rights this exclusive use area provides and any cost to record such exclusive use area by way of rules or otherwise shall be an expense to the owner of the unit to whom such exclusive use is allocated.
- 12.9.3. An owner of a unit is obliged to keep the exclusive use area designated to his unit neat, hygienic, tidy and acceptable and this area may only be used as a garden area or parking area as allocated. In respect of any gardens designated as exclusive use the owner shall contribute a garden levy towards the garden services should it be determined that all gardens both common and exclusive are to be serviced by a single contractor as appointed by the Body Corporate.
- 12.9.4. Notwithstanding the stipulations of "A 1" the owner shall give the Body Corporate and or anyone authorised by the Body Corporate, access to the exclusive use area to do any repair work necessary on the common property or to implement rule 70 of Annexure 8 of the Sectional title Act 95 of 1986.
- 12.9.5. Except where a unit is let, the owner may not let the exclusive use area designated to his unit without the written permission of the board of trustees. Such permission may not unreasonably be withheld.
- 12.9.6. Each owner is responsible for the repair and maintenance (flower beds, oil spills, etc.) of the exclusive use area, including the maintenance and repair of any water pipes, electrical wiring, downpipes, security devices, lapas, verandas, etc, solely servicing that area. The maintenance of any garden fencing and gates shall be borne by the Body Corporate for which provision shall be made in the garden levy determined by the Body Corporate (refer 12.9.3)
- 12.9.7. For any structure to be erected in/on the exclusive use area, the owner of the area involved should first obtain written permission from the board of trustees. A standard will be determined and any similar structures in future erected by any owner, should conform to the approved standard.
- 12.9.8. In respect to open parking areas, it shall be required that where an owner of such open parking bay who converts the parking bay to a covered parking bay, then it shall be at the cost of the owner to do so once approved. Such owner shall further be required to match the style and specification of structure and covering to that of the existing covered parking bays and be required to contribute a levy as determined by the trustees to provide for

the additional insurance premium and maintenance of such structure created over the once open parking bay.

12.9.9 Parking areas designated for visitors shall not be used by any resident for the storage or parking of any vehicle, motor cycle, trailer, caravan, boat or other.

12.9.10 Any resident wishing to use a visitors parking bay for a visitor for a period longer than 1 (one) day or sleep over shall be required to arrange approval from the Trustees.