

SAN PABLO BODY CORPORATE

CONDUCT RULES

(Section 35 (2) (b) of the Sectional Title Act, No 95 1986)

Managing Agents:

PRIME PROPERTY INVESTMENTS (PTY)LTD HOLLYWOOD CENTRE 7 QUEENS SQUARE CNR CROSS ROAD GLENHAZEL

POSTNET SUITE 90 PRIVATE BAG X 8 HIGHLANDS NORTH 2037

Telephone : (011) 887-5244 Fax : (011) 887-5245

Page 2 of 14

DEFINITIONS

A. **<u>GENERAL</u>**

Words signifying the singular shall include the plural and vice versa, and words importing one gender shall include the other.

The clause headings have been inserted for reference purposes only and shall not be taken into account in any interpretation.

Words defined in the Sectional Title Act shall unless specifically defined in terms hereof, bear the meaning designed to them in the legislation in which they are so defined.

B. <u>"THE SECTIONAL TITLE ACT"</u>

The Sectional Title Act No. 95 of 1986 as amended as well as all regulations there under.(The Act)

C. <u>"THE BODY CORPORATE"</u>

The Body Corporate as contemplated in the Sectional Title Act No 95 1986. (Being each and every registered owner of a Section).

D. <u>"EXCLUSIVE USE AREAS"</u>

Those portions of the common property which are shown on the plans as being intended for the exclusive use of the owner of that unit. That is enclosed gardens on the ground floor units as well as **allocated parking bays.**

E. <u>"SECTION"</u>

The unit and it's undivided share in the common property.

F. <u>"COMMON PROPERTY"</u>

The common property as shown on the Sectional Title Plans. (ie any part within the boundary walls of the complex which is not a unit.

G. <u>"OWNERS"</u>

The registered owners of the units at San Pablo.

H. <u>"BOARD OF TRUSTEES"</u>

The Trustees as contemplated in the Act who are nominated to represent the members of the Body Corporate.

I. <u>"CARETAKER"</u>

Shall include caretaker, supervisor or any person appointed by the Trustees to implement supervision and control of the complex.

I. <u>"MANAGING AGENT"</u>

The Managing Agent as appointed by the Trustees from time to time to administer the affairs of the Body Corporate.

J. <u>"COMPLEX"</u>

Includes the building known as San Pablo Body Corporate which comprises all the units, the common property and the exclusive use areas.

K. <u>'RESIDENT"</u>

Any person lawfully residing in a unit either an owner or a tenant.

Page 4 of 14

CONDUCT RULES

1. <u>CO-OPERATION</u>

Whether you are an owner or a tenant, you remain a member of our community and have a responsibility towards your neighbours, the buildings, the common areas and the equipment of the complex. You are obliged to adhere to these rules at all times, be considerate and you are requested, in the interests of all residents to **CO-OPERATE AT ALL TIMES AND TO PROMOTE GOOD NEIGHBOURLINESS.**

2. ANIMALS, REPTILES AND BIRDS

- 2.1. An owner or occupier of a section shall not, without the consent of the Trustees, which approval may not unreasonably be withheld, keep any animal, reptile or bird in a section or on the common property.
- 2.2 Pets Register All pets to be registered with the Body Corporate whose written approval must be obtained prior to pets entering the property.
- 2.3 When granting such approval, the Trustees may prescribe any reasonable condition.
- 2.4 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of sub rule 2.3
- 2.5 When taken outside the resident's property, any dog shall at all times be kept on a lead, and it shall be the responsibility of the owner to clear up any fouling of the common and private property.
- 2.6 The Trustees shall have the right to act against residents who fail to prevent persistent barking by dogs or whose pets create any nuisance including uncontrolled wandering and fouling in the complex. Persistent complaints regarding pets will result in the immediate removal of the pet from the complex.
- 2.7 No resident shall slaughter any animal, bird or reptile or cure or hang up to dry any meat, fish, skin or carcass or any part thereof within the complex.
- 2.8 Only one (1) lap dog per unit. No cats will be permitted

3. **APPEARANCE FROM OUTSIDE**

- 3.1 The owner or occupier of a unit used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, stoops and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the unit.
- 3.2 No protruding air-conditioners, radio/television aerials, satellite dishes or antennas may be installed without prior written permission from the Board of Trustees.
- 3.3 No awnings to be installed either of a temporary or permanent nature without prior approval from your Board of Trustees.

4. <u>BUSINESS PRACTICES</u>

4.1 Signs and Notices:

No resident shall place any sign, billboard or advertisement of any kind whatsoever on any part of the common property or a unit so as to be visible from outside the unit, without written consent of the Trustees first having been obtained as regulated by the Municipal by-laws and the Act.

- 4.2 No owner or occupier of a unit may run any business whatsoever for profit or otherwise without the written consent from the Trustees. This is in terms of the Municipal by-laws and the Act.
- 4.3 No auction, jumble sale may be held in or on the property without prior consent from the Trustees.
- 4.4 Hawkers will not be allowed in the complex at any time.

5. **BALCONIES**

- 5.1 Washing **MAY NOT** be hung over balconies or in windows or on any part of the property visible to other units or from outside the property.
- 5.2 No object may be visible or protrude from the building or stored on the balcony.
- 5.3 Cleaning of balconies to be done by mop or squeegee so as to prevent excess chemical and water overflow onto units below.
- 5.4 No object or refuse of any nature to be thrown from balconies or windows.

6. <u>CHILDREN</u>

- 6.1 Children are obliged to adhere to the Conduct Rules in the same way as adults.
- 6.2 Children may not play in the walkways, parking areas, driveways and guardhouse at any time.
- 6.3 Residents must supervise and control their children and their visitors' children in order to avoid damage to the common property and inconvenience to other residents. In particular, children must not tamper with post boxes, nameplates, plants, climb walls, fixtures and fittings or play with the taps on the common property.
- 6.4 Parents will at all times be held responsible for the actions of their children and their visitors' children. Please note the swimming pool/braai area is reserved for residents only. Children under the age of 12 or unable to swim must be accompanied by a responsible adult who is able to swim.
- 6.5 The play area near the swimming pool may be used at own risk.

7. <u>COMMON GARDENS</u>

- 7.1 Shrubs and trees may not be cut down but they may, by arrangement with the Trustees, be cut or trimmed.
- 7.2 Flowers in the common property gardens may not be picked.

Page 6 of 14

7.3 Residents may not plant anything on the common property. All gardening will be done on the instructions of the Trustees. Offers of plants, seeds and assistance with caring for our gardens will be much appreciated.

8. CONTRAVENTION OF LAWS AND RULES

- 8.1 If, as a result of a breach by any owner or tenant of these Rules or any other obligation in terms of the Act, the Body Corporate or the Trustees institutes legal action, the defaulting owner shall be liable for all costs and charges of whatsoever nature on an Attorney and Client scale which are incurred as a result of this litigation. (See also clause 29)
- 8.2 Residents shall not contravene or permit the contravention of any laws, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the complex or the carrying on of business in the complex or the conditions of title applicable to his / her or any other unit.

9) **DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY**

- 9.1 An owner or occupier 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.
- 9.2 Notwithstanding sub-rule (1) an owner or occupier or person authorised by him may install :
 - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his unit which must comply with the approval standards; or
 - (b) Any screen or other device to prevent the entry of animals or insects;

Providing that the Trustees have first approved in writing the nature and design of the device and the manner of its installation which must blend in with color and design of the complex.

- 9.3 Dragging of furniture in the walkways, stairs and along other surfaces of the common property causes extensive damage. Items must be either carried or moved on a suitable conveyance.
- 9.4 No Renovations which may cause a disturbance should be conducted before 08h00 and after 17h00 on Mondays to Fridays, before 08h00 and after 13h00 on Saturdays and not at all on Sundays or Public Holidays. Noisy power tools, hammering, sawing or other such work shall be conducted during the aforesaid prescribed times, provided it is performed in moderation and does not unreasonably interfere with the use and/or enjoyment of any resident of his unit or of the Common Property.

10. **DOMESTIC EMPLOYEES**

- 10.1 All domestic employees to be registered with the Trustees. Copies of ID books to be supplied for registration purposes
- 10.2 All domestic employees to comply with the Conduct Rules at all times.
- 10.3 Domestic workers are not allowed to loiter on common property.
- 10.4 Domestic workers are not to receive guests in the complex.

Page 7 of 14

- 10.5 Residents must ensure that their domestic workers are not unduly rowdy at any time.
- 10.6 The Board of Trustees reserves the right to take steps to refuse access of any employee of a resident to the complex if they are in contravention of the rules.

11. **DUTY OF UNIT OWNERS**

- 11.1 Owners are requested to advise the Trustees whether there is a first mortgage bond over their unit and if so, the name of the Financial Institution/Company holding the bond.
- 11.2 Owners and tenants are to advise the Trustees of any changes in the ownership/occupancy of his unit, the effective date of changes. An owner is obliged to supply their tenants with a copy of these Rules.
- 11.3 Residents are requested to ensure that no narcotic/hallucinatory drugs are stored on (temporarily or otherwise), indulged in or sold by them, their employees and/or their visitors on the premises, and that the consumption of alcohol is kept at a purely social level and is not sold on the premises.
- 11.4 Owners are required to pay their monthly levies timeously, failing which interest (at a rate to be determined by the trustees from time to time) shall be charged. Should the monthly levy be outstanding by two months or more, the Managing Agents will be instructed to implement legal proceedings against the defaulter for the recovery of the arrear amounts. All legal costs will be for the account of the defaulter.
- 11.5 Levies are due and payable in advance on the first day of every month.
- 11.6 All owners of units and other persons granted rights of occupancy by an owner of the relevant unit are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary in any lease or any grant of rights of occupancy.

12. **ERADICATION OF PESTS**

An owner or occupier shall keep his unit 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 his unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate the pests. The cost of the inspection and the eradication of such pests shall be borne by the owner or occupier of the unit concerned. The repairs of any damage within the unit caused by such pests shall also be for the cost of the owner.

13. **EXCLUSIVE USE AREAS**

- 13.1 No sheds, zozo huts, jungle gyms, boats, caravans, trailers, vehicle relics to be erected or stored at any time except by arrangement.
- 13.2 Exclusive use areas to be kept in a tidy and hygienic condition at all times.
- 13.3 The maintenance and upkeep of all exclusive use garden areas shall at all times remain the responsibility of each owner. The Body Corporate is responsible for the mowing of all exclusive use garden lawns provided such areas are free of any objects that may obstruct this from taking place.
- 13.4 Anyone who contravenes the provisions of this Clause and who after due notice has been given to him by the body Corporate to remedy such fault or omission, fails to rectify, repair or remedy the

Page 8 of 14

same, shall be liable to pay any costs incurred by the Body Corporate in rectifying, repairing or remedying such fault or omission. In giving effect to this Role the Owner may not refuse the Body Corporate or its duly appointed agent or employee entry into is Property for the purposes of carrying out the provisions hereof.

- 13.5 Parking Bay areas must be kept neat and clean. The Trustees must immediately be notified of sightings of vermin and/or insects pests, as well as weeds in the paving.
- 13.6 No parking bays may be enclosed with any material whatsoever. No hooks may be fixed into the sheets or pillars of the parking bays. No articles may be stored in the parking bay area.

14. **FIRE PROTECTION**

14.1 Electricity Supply

Under no circumstances may residents tamper with or have work done on the electrical apparatus which serves the common property. Any electrical faults detected on the common property must be reported to the Trustees.

14.2 Electrical and Gas Apparatus in Units e.g. Fans, Heaters, Stoves, Kettles, Lights, etc.

These items and other household appliances must be checked regularly and maintained by the owner / resident and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be effected by qualified and where applicable, licensed or registered workmen.

14.3 **Open Fires / Braais**

These are prohibited in units that do not have exclusive use gardens as well as common property, except where facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children. It is strictly prohibited to throw cigarette stubs out of the windows or over balconies, this could start a fire. All flammable liquids must be kept in a safe place. Refer to rule 26.

14.4 Fire Extinguishers

Owners/residents are **NOT** covered for contents in their units by the insurance policy taken out by the Body Corporate, and are therefore advised to take out suitable insurance cover. Fire hoses may only be used in cases of emergency.

15. **INTERIOR OF UNITS**

- 15.1 No structural alterations may be made to the interior of units without the prior consent of the Trustees.
- 15.2 An owner/resident may not effect any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his unit, save with the prior written consent of the Trustees under signature of the Chairman and then only on the terms and conditions contained in such consent.

16. **LAUNDRY**

An owner or occupier of a unit shall not without the consent in writing of the Trustees, erect washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the building or from any other unit. Washing lines are provided for laundry and all washing hung on these lines will be left at the owner's risk.

17. LITTERING

An owner or occupier of a unit shall not deposit, throw or permit or allow to be deposited or thrown, on the common property any rubbish, including dirt, cigarette stubs, food scraps or any other litter whatsoever.

18. **OWNER'S LEASING FLATS**

18.1 Letting of Flats

Should any owner who is lawfully entitled to do so, wish to lease his unit or allow any change in the occupation thereof, they shall prior to doing so be obliged as a condition precedent thereto, advise the Managing Agent of their intention to lease the flat. The owner remains responsible for the payment of levies in terms of Rule 11.5.

18.2 The maximum number of persons who may occupy any unit is 1 (one) family. An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons :

U	1
One Bedroom Unit	2 (two)
Two Bedroom Unit	4 (four)
Three Bedroom Unit	6 (six)

18.3 Clause for Leases

The following Clause to be included in all leases;

"It is recorded that the premises are part of a Sectional Title Scheme and that the buildings and land are controlled, managed and administered in accordance with the provisions of The Act which include rules for the control, management administration, use and enjoyment of units and the common property. It is accordingly agreed that:

- (i) Notwithstanding the provision of the lease, the premises shall mean the unit consisting of unit no. (corresponding to section no.) and its undivided share in the common property in the Body Corporate complex known as San Pablo Body Corporate.
- (ii) Without prejudice to the provisions of the lease, the Lessee's right and use and enjoyment of the premises are subject to the provisions of the The Act and these rules and any breach of either shall be regarded as a breach of Lease.
- (iii) Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules by any tenant.
- 18.4. The Managing Agent and Body Corporate must be advised of whom the Lessee is as well as the names of the persons living on a permanent basis in the Unit as well as their contact details.

Page 10 of 14

- 18.5 The Lessee is obliged to adhere to the Act and the Rules at all time. In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor shall upon written request by the Trustees take the necessary punitive measures against the Lessee which may include giving them notice to vacate the said unit and complex within 30 (thirty) days.
- 18.6 In the event of extreme circumstances as determined by the Trustees the Lessor may be instructed to serve shorter notice on the tenant.

19. PATHS, WALKWAYS, DRIVEWAYS AND PASSAGES

- 19.1. It is not permitted to ride bicycles, roller skates or skateboards, or play games of whatsoever nature on the paths, walkways, passages or on the driveways.
- 19.2. Bicycles, roller skates etc. may not be left on any part of the common property. Paths must at all times be kept clear. These areas shall not be used by the residents or their guests for playing ball or any other games, or for picnics or "braaivleis" etc.
- 19.3. No ball games are permitted in any of the common property areas.

20. POOL / BRAAI / SQUASH AREA

- 20.1. The use and enjoyment of the pool and the pool area is restricted to residents and their visitors (accompanied by residents) only.
- 20.2. Rules posted at the entrance to the swimming pool area are to be adhered to by all making use of the area at all times.
- 20.3. Discretion must be used by residents with respect to the number of their visitors in order to avoid monopolizing the pool area.
- 20.4. Children under the age of 12 must be accompanied by an adult at all times.
- 20.5. No ball games are permitted in the pool area
- 20.6. Glass objects (including bottles and drinking glasses) or any sharp objects and breakable objects are not permitted in the swimming pool or pool area at any time. No pets, bicycles, tricycles or go-carts, skateboards, roller-skates, balls are permitted in the pool area.
- 20.7. No shouting, screaming or other activity, behaviour or noise which can be offensive or a nuisance to the owners or occupiers of any section or to the general public is permitted in the swimming pool or surrounding area.
- 20.8. No nude swimming or sunbathing is permitted in the swimming pool area.
- 20.9. No radios, music, disco or noise of any nature are permitted at any time of the day or night unless written permission is granted by the Trustees.
- 20.10. No irresponsible behaviour or behaviour which can in any way endanger any person using the swimming pool area is permitted.
- 20.11. Residents and their visitors, who enter or leave the swimming pool area, shall at all times keep the gate to the area closed.

Page 11 of 14

- 20.12. Residents and their visitors who have entered or used the swimming pool area, shall be responsible for ensuring that the pool and surrounding area are left in a clean and tidy condition on leaving the area. It will be deemed that the last owner or resident who has signed for the keys will be responsible for the cleanliness of the area and will be responsible for all damage or the cost of cleaning the area. Should the area not be clean or any damage be observed upon entering, it should be immediately reported to Security.
- 20.13. The Trustees will not be held responsible for any damage, loss or injury of any nature whatsoever and all users of the pool/braai/squash area do so entirely at their own risk.
- 20.14. No residents and their visitors shall interfere with or cause to be interfered with or damage or cause or permit to be damaged or remove or cause to be removed any equipment or facilities in the pool or the surrounding area. The maintenance, upkeep and repair of the swimming pool and swimming pool area, including the pump, filter and similar equipment is the sole responsibility of the trustees. Maintenance of the pool will be performed after 16:00 or before 07:00 and chemicals will be added when necessary.
- 20.15. The Trustees will elect / appoint at their discretion from time to time a committee / body of members to control and manage the squash court, pool and braai area.
- 20.16. The Trustees may withhold the right to access of the pool / braai / squash area should any of the above-mentioned rules be contravened.

21. RADIO AND NOISE LEVELS

- 21.1. Radios, hi-fi's, tape recorders, television sets and musical instruments shall not be used in such a way as to cause unreasonable disturbances or annoyance to any owner or occupier, and shall be kept to a minimum level.
- 21.2 The noise level of parties must not cause any disturbance to any resident and if any complaint is received, the level of noise must be reduced to an acceptable level as soon as the complaint is lodged with the offender.
- 21.3. Residents and their visitors are requested to keep noise levels down to a minimum when using the stairs, parking, pathways and pool areas.
 - 21.4. Hooting is not permitted on the common property.

22. <u>REFUSE DISPOSAL</u>

22.1. An owner or occupier of a unit shall:

- a) Maintain in a hygienic and dry condition, a receptacle for refuse within his unit or his exclusive use area or on such part of the common property.
- b) Place their own refuse bag, in the Refuse Area in the bins provided.
- c) Ensure that before refuse is placed in such receptacle, it is securely wrapped, or in the case of tins or other containers, completely drained. Cardboard boxes are to be flattened and placed in the refuse area.
- 22.2. Residents may not leave rubbish on any part of the common property or public sections surrounding the property. Such offenders must be reported immediately to the Trustees who will take the necessary punitive action against the offender.

Page 12 of 14

23. <u>SECURITY</u>

- 23.1. Residents are obliged to co-operate with any request and abide by any rules laid down by the Trustees relating to security at the complex.
- 23.2. No visitors shall be permitted to enter the complex without identifying themselves via the intercom system.
- 23.3. All residents must acquaint their servants, visitors and children with all security rules.
- 23.4. The security personnel may from time to time be requested to assist with the enforcement of the rules. Residents, their staff and their visitors must respect this delegation of duties and may not at any time be rule or abusive to the security personnel when they are carrying out their duties.

24. <u>SEWERS AND WASTE PIPES</u>

24.1. Any blockage in sewers and waste pipes which serve one unit only, i.e. within a unit or between a unit and pipes which serve other units is the responsibility of the owner of the unit concerned and cost of clearing the blockage will be for the account of such owner. Foreign objects such as nappies, newspapers, sanitary towels, toys etc. should not be flushed down toilets.

25. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS.

- 25.1 Residents and their staff may not store any material, or do or permit or allow to be done, any dangerous acts in complex which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy or prejudice any policy in any way
- 25.2 No person shall, within any area of the complex, discharge any fireworks or firearms as defined in the Arms and Ammunitions Act, No 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act. No 71 of 1988.

26. <u>VEHICLES</u>

- 26.1 No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or left upon the common property, except in demarcated parking bays. These vehicles will be towed away at the owner's costs.
- 26.2 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.
- 26.3 Owners and occupiers of units shall ensure that their vehicles, and vehicles of their visitors and guests, do not drip oil or brake fluid onto the common property or in any other way deface the common property.
- 26.4 No owner or occupier shall be permitted to dismantle or effect repairs to any vehicle on any portion of the common property, or exclusive area or in a unit. Only emergency repair to vehicles may be effected.
- 26.5 Car washing hoses not permitted. Buckets may be used to clean cars in the parking bays designated to that resident's unit only.

Page 13 of 14

- 26.6 Parking is subject to the express condition that vehicles are parked at the parker of the vehicle's risk and responsibility.
- 26.7 No vehicles should be parked on the driveways outside or inside the complex, or on the pavement, so as to block entrances or passages or driveways to either motor vehicles or pedestrians.
- 26.8 A speed limit of 10 km per hour must be adhered to at all times within the grounds of San Pablo. Vehicles must leave and enter the complex as quietly as possible as all times. Radios and sound systems in vehicles must be played at an acceptable volume in the complex grounds.
- 26.9 Visitors must park outside the complex if there are no vacant visitors parking bays available. Visitors may not park in bays designated for the use of any unit.
- 26.10 Residents may not park in visitors bays for longer than ten minutes at a time.

27. <u>INDEMNITY</u>

Neither the Body Corporate nor their Agents or Trustees or staff shall be liable for any injury or damage of any description which any person (the owner or tenant and/or member of the unit owner or tenant's family, or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the unit owner or tenant) may sustain for whatever reason physically to his or their person or property, directly or indirectly, either in or about the common property or individual units. Neither the Body Corporate nor the Agents or the Trustees or any of their representatives or servants accept responsibility or liability of whatsoever nature for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or other correspondence.

28. <u>BODY CORPORATE STAFF</u>

Staff members employed by the Body Corporate are not available to assist any owners or tenant with any private work during the staffs' normal working hours. Instructions to the staff are to be given by the Trustees only. The Body Corporate are not responsible for any damage incurred by the body corporate staff.

29. <u>PENALTIES</u>.

Should any owner or tenant or any of their visitors or staff contravene these rules, the Trustees reserve the right to penalize the owner of the unit concerned with a "penalty". This penalty may be charged without prior warning for any contravention of the rules and may be charged per each offence. The amount to be charged will be at the discretion of the Trustees and will vary depending on the nature and severity of the offence. These penalties may range from R100 but will not exceed R1000 per offence and shall be deemed to be part of the levy due by the Owner. The charging of this penalty will not detract from or replace whatever other avenue the Trustees may have available to them in terms of the Act for the enforcement of the Rules.

The trustees may instruct the Managing Agents to carry out any or all of the duties of The Trustees from time to time including, but not limited to, the enforcement of the Rules.

PROPRIETY RIGHT TO CONDUCT RULES

These rules remain the property of the Body Corporate and vacating tenants should return their copy of the rules to the owner of the unit when vacating the premises. Members selling their unit should return the rules to the Trustees or the Domicilium of the Body Corporate of San Pablo.

Page 14 of 14

THESE RULES HAVE BEEN ADOPTED BY THE BODY CORPORATE OF SAN PABLO FOR THE BENEFIT OF EVERY OWNER / RESIDENT TO ENSURE HARMONIOUS LIVING FOR ALL AND TO PRESERVE THE INTEGRITY, DESIRABILITY AND VALUE OF EACH MEMBER'S INVESTMENT. HELP TO CONTRIBUTE TO THIS GOAL BY ADHERING TO THESE RULES AT ALL TIMES.

BY ORDER OF THE TRUSTEES AND MANAGING AGENTS

CHAIRMAN

MANAGING AGENT