



Community Schemes
Ombud Service

CERTIFICATE

SECTIONAL TITLE SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)
CERTIFICATE IN TERMS OF SECTION 10 (5) (c)

Scheme Registration Number: REG/16/GP/00243

1. I, the undersigned, Thembelihle Mbatha, in my capacity as the Acting Chief Ombud, acting in terms of section 10 (5) (c), of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that: -
2. At a meeting held on the 26th of June 2023, the scheme passed a Special Resolution approving the amendments of the Conduct Rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles schemes management Act, 2011 (Act No. 8 of 2011) have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

MANHATTAN

DS



Approved and dated at
Centurion on the 05th day of
September 2023

Ms. Thembelihle Mbatha
Acting Chief Ombud

Manhattan Body Corporate

SS304/2002, 438/2002, 439/2002

CONDUCT RULES

Introduction

In terms of the Sectional Titles Schemes Management Act (STSMA) of 2011 Section, the Trustees hereby publish the following Annexure 2 Conduct Rules. These rules may be amended from time to time to meet the changing needs of the community.

The purpose of these rules is the maintenance of common courtesy and regards for the rights of all residents, to sustain the use of common amenities, and ensure the maintenance of a high standard of living for the mutual benefit of all residents.

We request your co-operation in abiding by the rules and would point out that, should it be necessary, the Trustees will take legal action to uphold these rules, in the best interest of all owners.

The following serves as a general guideline to occupants:

- a) It must be each occupant declared intent to live as harmoniously as possible with all other residents and to respect each other's right of privacy and lifestyle.
- b) Common courtesy and consideration of others must be the basis for all aspects of behavior.

It is the responsibility and duty of owners to ensure that their tenants, visitors and servants are familiar with and abide by these rules.

It is hoped that parties in conflict will resolve matters amicably between themselves before involving Trustees.

Please note: A Judge in the High Court resolved that the only right that an owner has in a sectional title scheme pertaining to the Rules, is the right not to have bought into the such scheme. Once bought into a sectional title scheme, compliance with Rules is mandatory.

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



INDEX

1. DEFINITIONS
2. INTERPRETATION
3. INDEMNITY
4. OWNER RESPONSIBILITY
5. NOISE
6. PETS
7. VEHICLES
8. DAMAGE TO COMMON PROPERTY
9. SUPERVISION OF CHILDREN
10. LAUNDRY
11. LITTERING
12. SANITARY SERVICES/REFUSE DISPOSAL
13. BUSINESS ACTIVITIES / SIGNS AND NOTICES
14. LETTING OF UNITS
15. PAYMENT OF LEVIES
16. ALTERATIONS
17. BACK-UP POWER AND SOLAR SYSTEMS
18. STORAGE OF INFLAMMATORY MATERIALS AND OTHER DANGEROUS ACTS
19. ERADICATION OF PESTS
20. GARDENING AND PLANTS
21. EMPLOYEES
22. ENTERTAINMENT / POOL AREA
23. SECURITY AND ACCESS CONTROL
24. IMPOSITION OF PENALTIES
25. SECTIONAL TITLE SCHEME MANAGEMENT ACT 8/2011
26. GENERAL

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



RULES

1. DEFINITIONS

1.1. For the purpose of these Conduct Rules, the term "occupant" shall mean: -

- 1.1.1. the Owner of any unit; and
- 1.1.2. the lessee of any unit; and
- 1.1.3. All adult persons residing in any unit.
- 1.1.4. Any employee

1.2. And the term "Trustees" shall mean the persons elected at the Annual General Meeting into the capacity of Trustees to be responsible for the running of the affairs of the Body Corporate.

2. INTERPRETATION

2.1. In the event of any dispute concerning the interpretation of these rules and/or the enforcement thereof and/or any breach thereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such dispute. The decision can be appealed at community schemes ombud service.

2.2. The headings contained in these rules are for convenience only and shall not affect the interpretation thereof.

2.3. Should any provision of these rules be invalid and/or unenforceable, such provision is severable from the rest of these rules and shall not affect the validity and enforceability thereof.

3. INDEMNITY

The Owner or occupier of a section, their family, employees, guests and service providers shall indemnify, defend and hold harmless the Trustees, from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description; including any reasonable attorneys' fees and / or litigation expenses caused by, arising out of, or contributed to in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of the Board of Trustees, their employees, agents, representatives, or sub-contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected Trustees shall under no circumstances be held personally liable whilst performing their duties, unless found to be grossly negligent.

4. OWNER RESPONSIBILITY

4.1. The registered owner of a section shall be responsible for the conduct of all occupants of their section, their family, employees, guests and service providers.

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



05 SEP 2023

Page 3

4.2. The registered owner shall provide occupants with the rules of the scheme and shall ensure compliance with the rules at all times.

4.3. Should the rules be transgressed, the Body Corporate shall take action against the owner, who shall be responsible for all costs and damages associated with same.

5. NOISE

5.1. Radios, tape decks, televisions, musical instruments, and other sound-producing devices shall not be played or used in such a manner as to interfere with any occupant's enjoyment of his/her unit/section or the common property at any time.

5.2. Automobile hooters and alarms shall not be sounded on the common property at any time by any occupant, and/or any member of his/her family and or his /her visitors, and/or of his employees, their children or visitors.

5.3. Silence must be maintained between 21h00 and 08h00 (weekdays) and 22h00 and 08h00 (weekends).

5.4. Noisy maintenance work, i.e. (drilling, knocking, banging, etc) to be carried out ONLY during the following periods and not beyond.

5.4.1. Monday to Friday 08h00 to 17h00

5.4.2. Saturday 09h00 to 14h00

5.5. All motor vehicles must be maintained in such a manner as not to exceed the Automobile Associations permissible noise levels, this includes all working parts.

5.6. An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon 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 nuisance or inconvenience to any other owner or occupier of a section, to the trustees or staff of the body corporate or to any other persona lawfully present. In particular, an owner or occupier shall not cause nuisance by harassing the trustees, managing agents, estate manager or the staff by making incessant and or unreasonable demands for information, attentions or the performance of a function.

6. PETS

6.1. No dogs allowed.

6.2. No large birds allowed which includes parrots, chickens, roosters, ducks.

6.3. All indoor pets which include anything from the rodent family, reptiles, small birds, etc must be kept in their relative housing structures as per instructed by a veterinary or pet service.



6.4. One cat per unit is allowed. Cat has to be neutered/spayed and vaccinated with all the relevant documents. It must be identifiable by a collar with an identity tag comprising the cat's name and the owners' details including unit number and cell number.

6.5. All animals need to be declared to the Body Corporate.

6.6. Abuse of any kind to animals will not be tolerated.

7. VEHICLES

7.1. Vehicles may not travel at speeds in excess of 20 kilometers per hour on any portion of the common property and access driveways.

7.2. Motor vehicles of occupants and their visitors shall only be parked in such areas as are specifically provided.

7.3. All carport numbered with a unit number are specifically provided for the use of the occupant of that particular unit.

7.4. It is specifically prohibited to park in any parking bay other than a bay specifically designated to that resident's unit.

7.5. It is specifically prohibited to park in front of any carport/garage or block the driveways which are to be kept clear at all times.

7.6. It is prohibited for guests or employees to park in any parking bay other than a bay specifically designated to the residents whom they are visiting or working. Vehicles that are not in use may not be left standing on common property.

7.7. Usage of visitor parking on a permanent basis is not allowed except under the trustees' authorization.

7.8. Major repairs and reconditioning of vehicles on the common property is not permitted.

7.9. Trucks, caravans, trailers and boats may only be parked at the direction of and in areas specifically approved by the Trustees.

7.10. 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 the common property or in any other way deface the common property, the onus is on the occupant to restore any spoilt area, to its original condition.

7.11. For any vehicles parked in contravention of the foregoing, the penalty may be imposed at the owner of the vehicle, without any liability for any damage claim to the Trustees whatsoever.

7.12. The normal road rules still apply at Manhattan.

7.13. No reckless driving will be tolerated.

8. DAMAGE TO COMMON PROPERTY

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



8.1. Should any damage of whatsoever nature be caused to the common property by an occupant, and/or any member of his/her family, and/or any of his/her visitors and or any of his/her employees, their children or visitors and/or pets, of such occupant or should such person cause the Body Corporate to suffer any loss or incur any expenses, such occupant shall be liable to property repair such damage forthwith and to forthwith/reimburse the Body Corporate in full in respect of such loss or expense.

8.2. If the Trustees instruct a firm of attorneys in connection with or arising out of an infringement by an occupant, the occupier, the occupant shall be liable to reimburse the Body Corporate or demand for all legal costs incurred in respect thereof.

9. SUPERVISION OF CHILDREN

9.1. Occupants shall properly supervise their children, their children's friends and children of their visitors so that no provision of these rules is infringed, that no nuisance is caused to any occupant, and that no damage is caused to the property of any occupant or to the common property or any unoccupied unit.

9.2. Children are not allowed to run up and down the passages, common property and drive ways making a noise.

9.3. No owners/tenants 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 complex.

9.4. The use of tricycles, skateboards, roller-skates, etc. on the common property and drive ways is prohibited and may not be left on the common property.

9.5. Children are to take care when using the swimming pool and playing within the common property. The use of all common ground shall be entirely at own risk and neither the body corporate nor the trustees accept any responsibility of whatsoever nature in respect to any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the facilities.

10. LAUNDRY

10.1. No make-shift washing lines are permitted whatsoever.

10.2. No washing and or any other items may be hung over any balcony rail at any time whatsoever.

10.3. Washing and other articles may not be hung out on the common property, gardens or spread on the lawns, hung from trees and branches or in any position where it is visible from the common property.

10.4. Mobile clothes horses are allowed on balconies/patios, only from Monday to Friday from 08h00 to 17h00 and on Saturdays until 13h00.

10.5. An owner or occupier of a section shall not, without the consent in writing of the Trustees, erect his/her own washing lines on any part of the building or the common property.

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



10.6. An owner or occupier of a section shall not, without the consent in writing of the trustees, erect his/her own washing line on any part of the building or the common property.

11. LITTERING

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

12. SANITARY SERVICES / REFUSE DISPOSAL

12.1. All refuse shall be placed by the occupant/s of a unit in a sealed refuse bag.

12.2. All refuse shall be placed in garbage receptacles in the areas provided therefore by the occupier of the unit.

12.3. Carboard boxes are to be cut/folded up so as to fit into a refuse bag otherwise will not be removed.

12.4. No garbage receptacles may be placed where visible to any part of the common property or any other section, or exclusive use areas.

12.5. The municipal bins are only to be used for domestic waste. All other refuse is to be taken care of in a personal capacity.

12.6. Residents are required to participate in any recycling project introduced by the trustees from time to time

13. BUSINESS ACTIVITIES / SIGNS AND NOTICES

13.1. No business, profession or trade may be conducted in any unit or on the common property except by permission of the Trustees.

13.2. No auctions of jumble sales may be held unless the consent, in writing, of the Trustees is first obtained.

13.3. No owners or occupier of a section, shall exhibit, distribute or place any sign, notice billboard, advertisement or publicity of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the Trustees first having been obtained.

13.4. Estate agent signs are allowed at the discretion of the trustees and may be displayed on Saturdays and Sundays only.

14. LETTING OF UNITS

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



14.1. Owners who let their units to tenants must advise the Estate Manager/Managing Agent of the name and full details of the tenant.

14.2. Owners who let out their units to tenants must ensure that their tenants sign a copy of the rules and if possible, be introduced to an appointed trustee/estate manager

14.3. All tenants 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 contained in any lease or any grant of rights of occupancy.

14.4. No such letting shall in any way release the owner from any of his obligations to the body corporate in terms of the management and conduct rules or in terms of the Act.

14.5. Save with the written permission of the trustees, the maximum number of residents shall be two persons per bedroom.

14.6. If a tenant consistently does not adhere to the rules, corrective measures may be taken against the owner by imposing a fine.

14.7. Owners must complete the Estate Managers/Managing Agents owner/tenant forms movement control forms for moving into the estate and instruct the tenant to complete all other management forms required in the estate from time to time and ensure that the movement control form for moving out is completed by the tenant and returned to the Estate Manager/ Managing Agent 72 hours prior to the move for verification of the move by the owner.

14.8. No sub-letting for B&B purposes will not be allowed. The shortest rental period will be 6 months.

15. PAYMENT OF LEVY

15.1. Payment in full of levies (including additional levies), water, and electricity must be received in the Body Corporate bank account by the 4th of each and every month.

15.2. Interest is payable on the late payments at a rate determined by the Trustees from time to time. The determined interest rate must not exceed the maximum of 24% per annum in terms of the National Credit Act (2005) Act No 34 of 2005 and voted by owners.

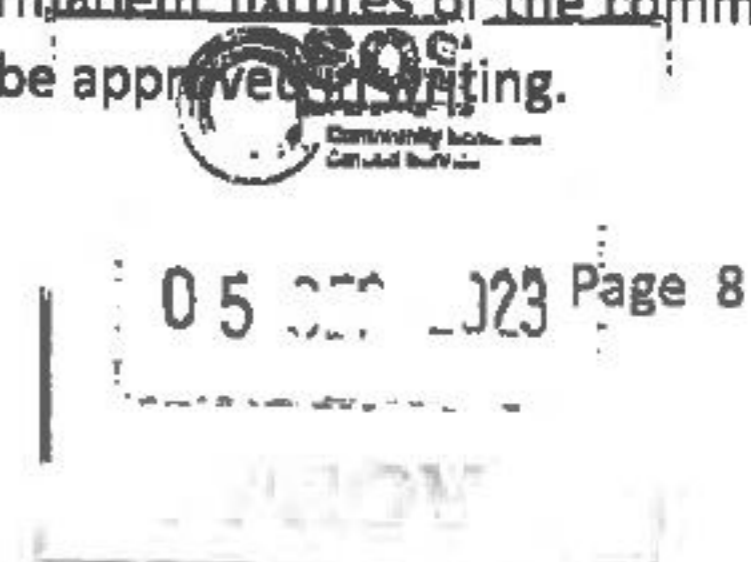
15.3. The consumption of electricity and water by individual units is measured monthly and owners shall be liable for payment upon receipt of the invoice or levy statement.

15.4. Owners failing to pay their levies and electricity timeously may at the discretion of the Trustees be handed over to the Body Corporate attorneys, the cost of which will be borne by the owners concerned as per The Sectional Title Act.

16. ALTERATIONS

16.1. Any alteration or addition to the permanent or semi-permanent fixtures of the common property must be applied for first, in writing to the Trustees and has to be approved in writing.

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



16.2. Alterations to all exterior, a carport, and any deviation from the standard currently in existence require the prior consent of the Trustees.

16.3. No extensions, alterations or improvements to the exterior, or any unit, balcony, patio, stoep, garden or carport, including awnings or built up security enclosure (barring security gates) shall be affixed or made unless the Trustees have first been given fully particulars thereof including where necessary, plans approved by the municipality, and have given permission in writing thereof. If such written permission is granted, it shall apply only to the plans submitted and any variations will also require the permission of the Trustees in writing.

16.4. Improvements fitted by occupants/owners shall be maintained by the owner. If these are allowed to deteriorate, they will be maintained or removed by the Body Corporate at the sole cost of the owner.

16.5. All refuse resulting from extensions, alterations, improvements and or repairs shall be removed by the occupant concerned within 5 days. If such refuse is not removed, the Trustees may cause it to be removed and all charges in connection therewith shall be for the account of the occupant concerned.

16.6. Tampering with the television aerials is not permitted.

16.7. It is advised that new television aerials to be erected be done so on the inside roof of the unit, or that notification be given for exterior aerial to be erected in the event that television reception is impossible.

16.8. The owner of occupier of a section shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, at the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.

16.9. An owner or person authorised by him/her may install any locking device, safety gate, burglar bars or safety device for the protection of his unit provided that the design of which fits within the designated guidelines as set out by the trustees.

16.10. Only internal burglar bars meeting the designated guidelines as set by the trustees may be installed. No external burglar bars may be installed whatsoever.

16.11. Air-conditioning devices may not be fitted to the external walls or windows of units. Owners wishing to install an air-conditioning device may apply to the trustees in writing and if the unit cannot be seen from common property and the oscillation will not affect the next-door unit and the trunking can be chased into the walls the trustees will give consideration to the request.

16.12. No generators permitted on common property and linked into any unit.

16.13. Creating a room in double volume space increases your participation quota in terms of habitable space and Trustees approval will be required for this installation as it will increase your levies.

17. BACK-UP POWER AND SOLAR SYSTEMS

17.1 Introduction

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



Rising electricity costs, unstable power grid, and load shedding in South Africa has led many households and business to investigate and deploy alternative energy sources.

17.2 Definitions

Solar Power (PV)

Photovoltaic systems use solar cells to capture the sun's rays and convert that energy into electricity. This electricity is stored in batteries in DC form (Direct Current), converted via an Inverter into AC (Alternating Current), and then used to power small home appliances, televisions, computers, lights, etc. during load shedding or, other power outages. The sun rays are captured by solar cells provided in panels installed outside of the building, usually, on house roofs. The batteries and inverter are installed within the building. The ceiling space is not recommended as the batteries can be quite heavy. The AC distribution from the inverter can be wired through the electrical distribution board or connected directly to the appliances.

Fixed battery backup without solar panels

An inverter is connected to the home electricity source and charges one or more batteries. During power failure, the battery power is converted into AC in the inverter and can power small home appliances such as televisions, lights, etc. The related electrical wiring can be permanently installed through the electrical distribution board.

Manhattan Conduct Rules

Manhattan is a sectional title estate. This means, that the building is a Section owned by the Individual unit owner. Common property is the land and such parts of the building that is not included in a Section. The common property, therefore, includes the outside of the building (walls, windows, doors, roof etc), and carports.

The solar systems, including apparatus and panels, can be installed by owners on the common property or exclusive use area of the unit (roof of the unit or parking bay) upon the prior Trustees Resolution with such authorization.

To be approved, the owner needs to submit the solar panel individual project to the Board of Trustees at least 30 days before the intended installation. This request must be in writing, submitted to the Body Corporate, and include a plan depicting the view and layout of the panels, the type of system to be used, a timetable and the contractor's credentials.

17.3 Responsibilities

17.3.1 Manhattan

The common property is managed and maintained by the Body Corporate represented by the Board of Trustees.

Based on the application, the Board of Trustees will analyze

- The design and location of the system
- The aesthetic impact on the estate as a whole and the unit neighbors.
- If necessary, the trustees can conduct a site visit, and clarification meetings with applicants.

The Board of Trustees takes the decision in a reasonable timeframe but no later than 30 days from the reception of the application.



In case of refusal, the reason is to be explained, and the option to improve the project and re-submit for a new authorization is offered.

If the authorization is granted, the recognition of responsibility listed below should be signed by the owner and he/she becomes bound by it.

In case of an ownership change, a new owner of the section needs to sign the recognition of responsibility, which should be part of the Condition of Sale.

17.3.2. Unit Owner

All unit owners that apply for and achieve the requisite resolution for installation of a solar system, are forthwith fully liable for all costs associated with the obligation to maintain the entire roof area, irrespective of whether solar panels partially or fully cover the roofed area.

The obligation to maintain remains effective until such a time that the section owner uninstalls the solar system, including apparatus and panels, to the section, and applies formally to the Board of Trustees for reinstatement of Body Corporate roof maintenance and receives approval for the same.

Should the solar panels be removed, the roof or exterior should be returned to its original state.

The unit owner must ensure that the following conditions are adhered to:

- Solar panels are to be installed flat and flush on the roof and not on protruding supporting structures;
- Batteries and inverters are not to be installed on common property;
- The safety and environmental conditions for battery installation are adhered to;
- The general access and egress rules for contractors are followed;
- The removal of trees, in order to facilitate the installation or operation of PV or solar panels, is not allowed;
- The installation should not affect the electrical installation in other units and the common area;
- If any damage is made to the common property, EUA, or other owners, during the installation or exploitation of the solar system, this should be repaired at the owner's cost;
- Any permanent wiring through the electrical distribution board must be certified and an electrical compliance certificate must be submitted to the Body Corporate after the installation;
- The system must be removed should the system become obsolete or fall into disrepair.

17.4 Insurance Cover

The installation of solar panels and inverter electrical systems will increase the value of the unit. The unit owner must submit a written request to the Body Corporate requesting top-up insurance coverage. The Body Corporate will notify the estate's insurer of the modification to the unit and obtain the additional cost of the top-up insurance premium which will be charged to the unit owner. Should the unit owner fail to request top up insurance, he/she runs the risk that their unit will be under-insured and / or may be held liable for any damages caused to another owner's unit or common property due to any malfunction of the solar panels and / or solar system.

18. STORAGE OF INFLAMMATORY MATERIALS AND OTHER DANGEROUS AGENTS



Approved at the AGM of Manhattan Body Corporate on 26 June 2023

05 OCT 2023 Page 11

18.1. An owner or occupier shall not store any materials, or do or permit or allow to be done, any other dangerous act in the building or on the common property that will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

18.2. No firearms, pellet guns, paint ball guns, catapults or bows and arrows may be discharged on or over the common property.

18.3. Inflammable or other dangerous materials or articles may not be brought onto the common property or elsewhere except in such limited quantities as are allowed under the insurance policy.

18.4. No fireworks of any kind are allowed to be set off within the bounds of Manhattan.

19. ERADICATION OF PESTS

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 his section from time to time, with the permission for the purpose of inspecting the section and taking such action as 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.

20. GARDENING AND PLANTS

20.1. Gardens and plants on the common property are for the enjoyment of all residents and no wilful damage will be tolerated. Removal of plants is not permitted unless authorised by the Trustees.

20.2. Occupants are encouraged to improve the gardens outside their units.

20.3. Plants cannot be used to designate common property so as to form private gardens, without written consent from the Trustees.

20.4. Garden tools must not be visible from outside the building or from any other sections.

20.5. Occupants shall not request any employee of the Body Corporate to perform work on their behalf during work hours.

20.6. Work done by an employee of the Body Corporate outside of their normal working hours shall be at the expense of the occupant.

20.7. No gardens may be altered in such a manner as to restrict the thoroughfare of any part of the common property.

20.8. Declared weeds and alien invader plants shall be eradicated and shall not be planted.

20.9. Insecticides, pesticides, fungicides and herbicides shall be used in strict accordance with the instructions for use on the manufacturers label. No large-scale eradication of insect pests or plants shall be undertaken by an owner or occupier. Large scale control is done on the sole discretion of the trustees.

20.10. No creepers or ivy are permitted to grow on the exterior walls of a section.

21. EMPLOYEES

21.1. All employees must be registered with the trustees. Only registered employees will be allowed onto the premises, this excludes family, friends and visitors of employees.

21.2. Under no circumstances can an employee be provided with a remote control for the complex gates.

21.3. Residents shall not request any employee of the body corporate to perform work on their behalf during working hours.

21.4. Police clearance certificates are required for all contract staff working at Manhattan.

22. ENTERTAINMENT/POOL AREA

22.1. The entertainment areas are for the exclusive use of residents. Guests must be accompanied by a resident.

22.2. Residents must leave the entertainment areas clean and tidy after use.

22.3. Children under 10 years of age must be supervised by a person over 18 years of age at all times at the entertainment areas unless written permission has been granted by Trustees. At the pool, children, and teenagers under the age of 18 need to be always supervised by an adult.

22.4. No glass objects or bottles are permitted in the pool.

22.5. The entertainment areas are used at each occupant's own risk.

22.6. The gate to the pool area must be kept closed at all times.

22.7. No animals or pets are allowed in the entertainment areas.

22.8. No ball games are permitted in the entertainment areas with the exception of those ball games that have been specifically provided for.

22.9. The swimming pool is used entirely at the risk of the resident. Anyone entering the pool area hereby releases the body corporate from all responsibility of whatsoever nature in respect to any harm, loss and/or damage sustained in the course of, incidental to or in connection with being on the premises.

22.10. Residents may hire the entertainment area for private use with a maximum of 20 guests at a fee of R 1,000.00. Bookings forms are available from the Security and conduct and booking rules apply.

22.11. Pool Area Closure times is 19:00 unless agreed to by prior arrangement in writing with the trustees.

23. SECURITY AND ACCESS CONTROL

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



Page 13

23.1. Access control protocols apply 24 hours per day and are as follows unless otherwise informed in writing:

23.1.1. All residents must obtain a remote control in order to allow themselves access to the estate.

23.1.2. Under no circumstances should a spare gate remote control be provided to any person who is not resident in the estate.

23.2. All visitors must adhere to the following:

23.2.1. The visitor must know the number of the unit and the name of the owner, and use the intercom system to request the resident's permission to enter.

23.2.2. The visitor must communicate to the security guards their name, whom he/she is visiting, and the unit number.

23.2.3. If there is nobody in the unit, the visitor will not be granted permission to enter the estate.

23.3. Owners are required to regularly update their and their tenant's information by completing the owner/tenant form supplied by the Estate Manager/Managing Agent, including vehicle registration numbers.

23.4. Upon selling the unit or a lease expiring, the remote controls must be returned to the owner of the unit.

24. IMPOSITION OF PENALTIES

24.1. If the conduct of an owner or an occupier of a section or the family members, guests, visitors, employees or contractors of an owner or occupier constitute/s a nuisance in the opinion of the trustees, or a contravention of a provision of the Act, the management rules, the conduct rules, or its regulations, the Trustees may by written notice:

24.1.1. Inform the owner of the nuisance or contravention and warn the owner that if he or she or the occupier of his or her section fails to remedy the contravention or persists in such conduct or contravention, an administration fee will be imposed on him or her. If the owner or occupier of the section or his or her family members, guests, visitors, employees or contractors repeats the conduct, nuisance or contravention despite the written warning or fails to remedy the contravention, the trustees may by written notice impose an administration fee on the owner, which written notice shall state the reasons for the imposition of the administration fee, or

24.1.2. Summarily and without warning impose an administration fee on the owner, which written notice shall state the reasons for the imposition of the administration fee.

24.2. The administration fee imposed under the rules above, becomes due on the date of the written notice and must be paid within 30 (thirty) days from the date of the written notice. Should the administration fee remain unpaid it shall be added to the owner's levystatement and shall be recovered

from the owner of the section in the same manner as applies to arrear levies, together with interest at the rate applicable to arrear levies.

24.3. The Trustees may from time to time determine the categories of contraventions and the amounts of the penalties in respect of first and subsequent contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting.

24.4. An owner shall be liable for and pay all legal costs (subject to taxation by the relevant court), including costs as between attorney and client, collection commission, expenses and charges incurred by the Body Corporate in obtaining the recovery of arrear levies, or any other arrear amounts due and owing by such owner to the body corporate, or in enforcing compliance with the management rules, the conduct rules or the Act.

24.5. An administration fee may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner shall be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and shall be liable in respect of each such separate contravention.

24.6. An owner of a section may within 30 (thirty) days of the date of the written notice referred to in these rules, lodge an objection against the administration fee imposed with the Trustees.

24.7. Upon receipt of the objection, the trustees may:

24.7.1. Withdraw or reduce the administration fee; or

24.7.2. Schedule a trustees' meeting for the purpose of considering the objection and invite the owner of the section to attend.

24.8. At the trustees' meeting referred to in these rules above, the owner shall have the right to: present his or her case and:

24.8.1. Present any evidence, including the calling of witnesses, to substantiate his or her case;

24.8.2. Cross-examine any person called as witness in support of the charge;

24.8.3. Have access to documents produced in evidence;

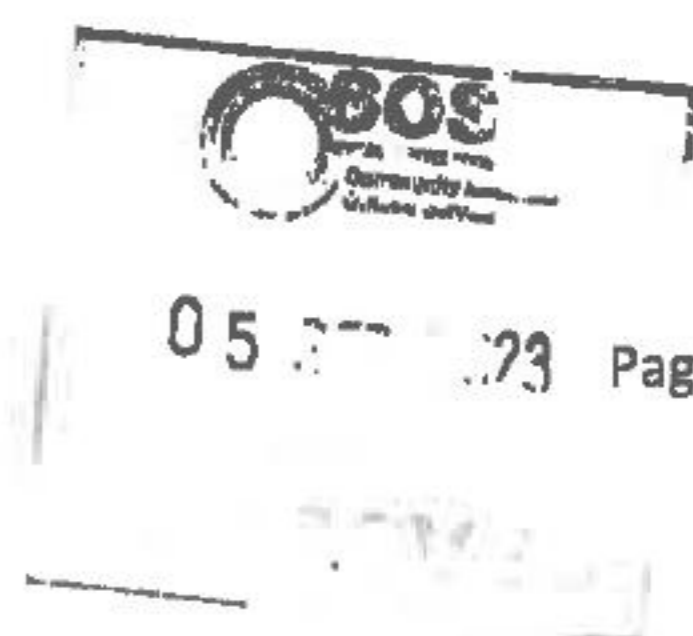
24.8.4. Produce mitigating factors.

24.9. The failure of the owner charged to attend the trustees' meeting referred to in these rules shall not render the proceedings at the meeting void. Should the owner not attend the Trustees' meeting without providing a reasonable request for postponement, the trustees may, in their sole discretion, continue with the trustees' meeting and consider the objection in the absence of the owner.

24.10. Upon the conclusion of the meeting, the trustees shall deliberate the evidence and if so resolved, they may:

24.10.1. uphold the administration fee; or

24.10.2. withdraw or reduce the administration fee.



24.11. Any notice to an owner of a section in terms of these rules, will be regarded as having been properly given if such notice is:

24.11.1. delivered to the owner by hand, in which event it shall be regarded as having been received on delivery;

24.11.2. delivered by registered post to the owner of the section to his or her domicilium citandi et executandi, in which event it shall be regarded as having been received on the 4th day after the date of postage;

24.11.3. delivered to the owner by fax or e-mail to the fax number or e-mail address of the owner, in which event it shall be regarded as having been received on the date of transmission.

24.12. The notices in terms of this rule may in the discretion of the Trustees also be delivered to the occupier of the section.

24.13. Should a complaint be made by or against a Trustee in terms of any rule, such Trustee shall be precluded from considering the complaint at the hearing and taking part in any ruling, finding or the imposition of an administration fee. Such Trustee may however present his or her case at the trustees' meeting prior to voting.

25. SECTIONAL TITLE SCHEME MANAGEMENT ACT 8/2011

This rule is incorporated in line with the Prescribe Management Rule 25(4), Annexure 1 of the Sectional Title Scheme Management Act 08 of 2011:

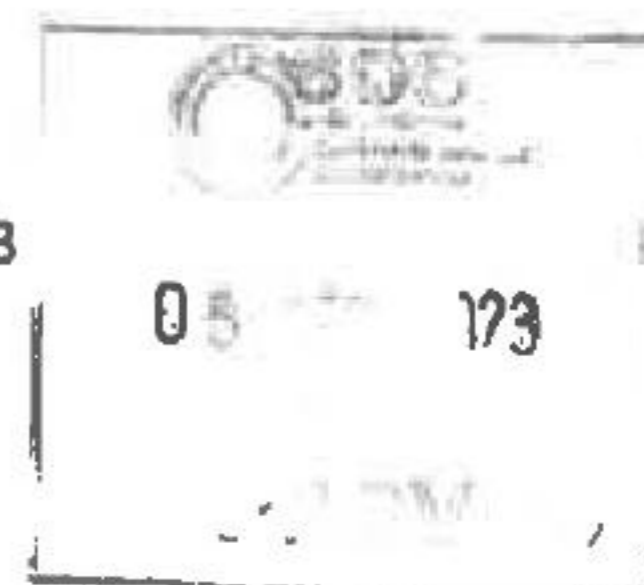
25.1. It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.

25.2. All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account.

25.3. All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account.

25.4. All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract an administration fee as per these rules.

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



Page 16

26. GENERAL

26.1. The Trustees shall have the right to take any action deemed fit to prevent any infringement of these rules.

26.2. Common property and garden areas must at all times be kept tidy.

26.3. No stones or other solid objects may be thrown on the common property.

26.4. An occupant shall not do or permit to be done in his unit or on the common property anything that will or may increase the rate of premiums payable by the body corporate or any insurance policy.

26.5. All complaints must be lodged in writing and sent to the Trustees or estate manager/managing agent. A sincere endeavour will be made to meet such complaints as long as such complaints are not wilfully malicious, and the rights of other residents are not affected.

26.6. The Trustees reserve the right to impose fines, on any occupant who continues to be in breach of the rules, after having received written notice thereof from the Trustees or their agent.

26.7. No equipment on the common property may be tampered with or removed.

26.8. The fire hydrant and extinguishers are to be exclusively used for firefighting purposes

Approved at the AGM of Manhattan Body Corporate on 26 June 2023



Page 17