

SCHEDULE 2 RULES

Controlling Body

TERAH SQUARE

Building No. 75 / 2014

Established on 12 December 2014

SCHEDULE 2

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SCHEDULE 2

RULES

1. DEFINITIONS

- 1.1. Residents, for the purpose of these rules is taken as the occupant living in, visitors to units, guests, employees, children and / or users of the common property, contractors or persons instructed by residents to perform certain duties at the TERAH SQUARE Body Corporate
- 1.2. Neighbours for the purpose of these rules are defined as residents within the Boundary Walls of the TERAH SQUARE Body Corporate as well as properties within a radius of 100 meter from any other property within TERAH SQUARE.

2. RULE – RULES

- 2.1. Residents should familiarise themselves with the Rules of the Body Corporate and must adhere to the rules
- 2.2. Residents should note that the Body Corporate forms part of the Elisenheim Estate and that the Elisenheim Estate is governed by the Elisenheim Articles of Association and further by the Elisenheim Rules, Elisenheim Design Manual and the Elisenheim Environmental Management Plan.
 - 2.2.1. Every member and resident is bound by and must familiarise themselves with these Articles and rules and regulations
- 2.3. The provisions of these rules and the duties of the resident in relation to the use and occupation of a section and/or use of the common property shall be binding on the owner of any section and any lessee or other resident of any section and it shall be the duty of the owner to ensure compliance with the rules by residents
- 2.4. The Trustees may issue written warnings to owners of units where a contravention of these rules occurred.
 - 2.4.1. Owners would be responsible to ensure that the warnings are handed down to the offenders where the offender is not the owner.
 - 2.4.2. Each Warning may be accompanied with an administration fee that is determined by the Trustees from time to time and which fee would be charged to the levy account of the member.
 - 2.4.3. The Trustees may instruct owners to terminate a lease agreement with a third party where in the opinion of the Trustees such action is warranted.
- 2.5. Owners that do not comply with conduct rules after a “FINAL WARNING” have been issued may be handed over for mediation
 - 2.5.1. The member would be informed in writing that the matter has been handed over for mediation.
 - 2.5.2. The mediation process is fully described in the Rule that deals with Dispute Resolution

IMPROVEMENTS

3. RULE – Improvements To Common Property

- 3.1. No duty shall be placed upon any owner in regard to the provision of any improvement on or to the common property unless a proposal to make such an improvement has been approved by a special resolution of owners of sections.

4. RULE – Alterations of Units

- 4.1. The owner or occupant of a UNIT at TERAH SQUARE -
 - 4.1.1. shall submit a detailed plan and drawings together with specifications of materials and design of any intended alterations and/ or additions to the exterior of the UNIT for written approval by the Trustees. This includes, inter alia balconies, patios, stoeps, garden features, other constructions, burglar bars/ gates and / or safety devices and any screen or device to prevent the entry of animals or insects and notice boards or other.
 - 4.1.2. shall not make alterations which are likely to impair the stability of the building or the use and enjoyment of other sections, the common property or any exclusive use area;
 - 4.1.3. shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building
- 4.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
 - 4.2.1. Install any locking device, safety gate, burglar bars or other safety devices for the protection of a section;
 - 4.2.2. Install a canopy on a section.
 - 4.2.3. Install a screen or other device to prevent the entry of animals, insects, etc.
 - 4.2.4. Install any outside TV aerial, satellite dish, etc.
 - 4.2.5. Make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally.
- 4.3. The enclosure of patios, balconies, stoeps are material alterations and must be approved by the Trustees in writing and where necessary the new plans must be submitted for registration with the Deeds Office.
- 4.4. Burglar bars:
 - 4.4.1. Shall be uniform and blend in with the aesthetic values of the TERAH SQUARE existing buildings
 - 4.4.2. May not be fitted to the outside of the buildings unless approved by the Trustees in Writing
- 4.5. The type of security gates fitted to the entrance to a unit at the front or back of a unit shall be prescribed by the trustees
- 4.6. The installation of warming and cooling mechanisms such as air conditioners requires the approval of the Trustees
- 4.7. All structural internal building alterations shall be approved by the Body Corporate prior to commencement of construction.
- 4.8. Building operations are to be conducted during standard working hours which are Monday - Friday between 8h00 and 17h00. Any deviation from these set hours is to be approved by the Trustees in writing.
- 4.9. All building rubble and cleaning of areas is to be done daily unless otherwise approved by the trustees in writing.
- 4.10. The Trustees reserve the sole right to remove, alter, change any addition to the exterior of any UNIT at their own discretion at the sole expense and account of the owner of the UNIT with reference to unapproved fixtures, decorations and/or constructions effected from the date of the 1st AGM meeting after having received 30 days notice in written from the trustees instructing them to remove, alter, change any addition in the manner indicated by the trustee.

5. RULE – Managing Agent

- 5.1. The trustees of the TERAH SQUARE body is empowered to appoint a managing agent to enforce the rules referred to in Section 27 of the Sectional Titles Act, and for the control, administration and management of the common property in terms of the Rules of the Body Corporate and the agreement entered into between the managing Agent and the TERAH SQUARE Body Corporate.
- 5.2. Where the Trustees have appointed a managing agent all correspondence with the Trustees by members should be submitted to the managing agent.

6. RULE – Powers of the Trustees

- 6.1. The Trustees of the TERAH SQUARE Body Corporate is empowered by the Sectional Titles Act to fulfill certain duties, furthermore in terms of these rules assist the Body Corporate in administering and governing its activities generally.
- 6.2. The Trustees are empowered to cancel, vary or modify any of the Schedule 2 rules from time to time provided that such amendment(s) shall not be inconsistent, defy the spirit or go against root cause of these Schedule 2 Rules, or any rules prescribed by the members by special resolution.
- 6.3. The Trustees may
 - 6.3.1. Impose fines upon members or occupants of units in the TERAH SQUARE Body Corporate which fines would be determined and amended by the Trustees at their sole discretion from time to time.
 - 6.3.2. Charge administration charges to members or occupants of units in the TERAH SQUARE Body Corporate which charges would be determined and amended by the Trustees at their sole discretion from time to time
 - 6.3.2.1. The fines and charges so charged shall be charged against the levy account of the owner where the fine or charge is due for payment.
- 6.4. Owners are responsible for the actions of residents and accordingly charges incurred by residents would be charged to the owner's levy account
- 6.5. This reservation does not impinge on any other rights that the Trustees may have against such trespasser.
- 6.6. Any fines and or charges imposed by the Trustees shall be payable along with the next levy and will automatically be deductible.

7. RULE – Electronic Votes

- 7.1. The trustees may, if it deems fit:
 - 7.1.1. Decide that a normal resolution, a special resolution or a unanimous resolution may be required from the members to vote on.
 - 7.1.2. Advise members with 14 days notice by e-mail or telefax of such a resolution that may be required
 - 7.1.3. Members that do not respond to the notice so received shall be recorded by the Trustees as "In Favor of the Resolution Required" unless the Trustees has specifically advised the members otherwise in the original advice.
 - 7.1.4. Record the votes received by e-mail or telefax as expressed by the response received and records the Non Response Votes as determined in the original advice.

- 7.1.5. Adopt the resolution so voted on provided that members voted in favor of the resolution if the following votes were recorded for
- | | | |
|----------|----------------------|--------|
| 7.1.5.1. | Normal Resolution | 50,01% |
| 7.1.5.2. | Special Resolution | 75,00% |
| 7.1.5.3. | Unanimous Resolution | 100,0% |

8. RULE – Access to units by Trustees

8.1. An Owner of a Unit shall:

- 8.1.1. Permit the Body Corporate (or its agents) at all reasonable hours and with either 24 hours prior notice, or with the agreement of the relevant Owner/s (except in the case of emergency when entry can be at any time) to enter into the Unit for any of the following purposes:
- 8.1.2. Viewing the condition thereof
- 8.1.3. Installing, maintaining, repairing or renewing any pipes, conduits, wires, cables, ducts or other equipment in, upon or passing through the Unit or Accessory Units or capable of being or intended to be used in connection with the enjoyment of any other Unit or the Common Property, and painting, repairing, maintaining, replacing and keeping clean all or any of the exterior of the building of which the Owner's Unit forms part and all apparatus or systems used or intended, adapted or designed for use in connection with any other Unit or with the Common Property or the enjoyment thereof;
- 8.1.4. Maintaining, repairing or renewing the Common Property;
- 8.1.5. Ascertaining if the Rules are being observed;
- 8.1.6. Maintaining, repairing or renewing any walls or fences between Units;
- 8.1.7. Exercising and carrying out any powers or duties conferred or imposed on it by the Sectional Titles Act or these Rules;
- 8.1.8. Investigating the cause of or deactivating any security alarm sounding in the Unit.
- 8.1.9. Forthwith carry out all work that may be ordered by any competent local or public authority in respect of the Unit to the satisfaction of that authority.
- 8.1.10. (If the interior of the Unit is damaged or destroyed) repair and reinstate the interior of such Unit in a proper and workmanlike manner and so as to ensure that no damage, harm or diminution in value shall ensue to the Common Property or any other Unit provided that nothing in this paragraph 26.1.10 shall prejudice the right of any Owner in relation to any insurance policy effected by the Body Corporate or the application of the proceeds of such insurance.

9. RULE - Insurance

- 9.1. The Trustees shall ensure that insurance should cover reinstatement and replacement insurance for all buildings on the common property
- 9.2. The body corporate must take out public liability insurance for the common property.
- 9.3. The public liability insurance so required is insurance for any liability of the body corporate to pay compensation in respect of—
 - 9.3.1. any bodily injury to or death or illness of a person; and
 - 9.3.2. any damage to or loss of property—

which is sustained as a result of an occurrence or happening in connection with the common property

- 9.4. The body corporate must ensure that, in the insurance which the body corporate has under public liability the limit of liability is a minimum of N\$3 000 000-00 in any one claim and in the aggregate during any one period of insurance
- 9.5. The Trustees shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.

LEVIES

10. RULE – Payment of Levies

- 10.1. The payment of levies is compulsory
- 10.2. The levy shall be paid to the TERAH SQUARE free of any commission or bank charges.
- 10.3. Payment is due before the 1st of each month in advance
- 10.4. The levy is calculated for each individual unit as per participation quota method for all general expenses incurred
- 10.5. Non-payment is subject to legal action by the Trustees (Act 66 of 1971:30 (1) and outstanding accounts for longer than 60 days shall be handed over to attorneys for collection without further negotiation with owners.
- 10.6. All costs in relation to the collection of arrear accounts would be charged to the levy account of the account that must be collected, including all attorney or legal cost that may be payable by the Body Corporate.
- 10.7. Non-payment or late payment is subject to an additional fixed fee limited to the maximum interest rates allowed by law per annum calculated on the daily outstanding balance and compounded monthly on the outstanding amount for the duration of the amount being outstanding.
- 10.8. Generally owners that are in arrears for more than 30 days would be contacted to collect the arrear levies
- 10.9. A fee equal to 5,0% of the monthly levy payable by a unit owner would be charged against the unit owner account for every time unit owners are contacted in respect of arrear levies. Minimum charges would prevail
- 10.10. The Trustees reserve the right to record the name of an owner who is in arrear for longer than 60 days with any credit bureau.
- 10.11. The Trustees shall have the right to stop all normal services to the unit until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit. The owner remains liable for payment of the full monthly contribution during the period in which the above services are suspended. Lessees will be informed of any proposed suspension of services on the same day as delivery of the letter of the demand to the owner.

- 10.12. Where an owner is in arrears and the unit is occupied by a tenant that pays rent to the owner:
 - 10.12.1. The Trustees are entitled to instruct the tenant to pay the rent to the Body Corporate to recover any arrears
 - 10.12.2. Failing such payment to the Body Corporate the Body Corporate may suspend all normal services to the unit until the arrears amount has been paid. These services may include amongst others electricity supply, water supply, refuse removal and the maintenance of the unit.
 - 10.12.3. Instruct a court of law to serve notice to the tenant that rent must be paid to the Body Corporate until such time that the arrears are paid in full
- 10.13. The responsibility to supply the Trustees in time with proof of payment when the Trustees or the Managing Agent require such proof rests with the owner of a unit at TERAH SQUARE.
- 10.14. The Trustees do not have to send monthly statements to owners. Should an owner become in arrears, only a letter of demand will be served.

11. RULE – Division of Benefits

- 11.1. Where, in the opinion of the Body Corporate, work undertaken pursuant to these rules is substantially for the benefit of only one Unit or is substantially for the benefit of some but not all of the Units or benefits one or more of the Units substantially more than it benefits the others or other or them, the Body Corporate may determine the amount payable by the Owner(s) otherwise than in accordance with Unit participation quota. The Body Corporate shall have regard to the relative values of the work and the relative benefits conferred.

12. RULE – Share in common property

- 12.1. For the avoidance of doubt the cost of roof, lift and stairwell maintenance shall be shared by all the Owners as per the participation quota method

13. RULE - Water Supply to Units

Members must register the water consumption in the name of the owner and may not be in the name of a third party

USE OF UNIT

14. RULE – Use of Unit

- 14.1. When the purpose for which a section is intended to be used, is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his section to be used for any other purpose.
- 14.2. an owner-
 - 14.2.1. shall not use his section, exclusive use area or any part of the common property, or permit it to be used, in such a manner or for such purpose as shall be injurious to the reputation of the building;
 - 14.2.2. shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any license, relating to or affecting the occupation of the building or the common property, or the carrying on of business in the building, or so contravene or permit the contravention of the conditions of title

- applicable to his section or any other section or to his exclusive use area or any other exclusive use area;
- 14.2.3. shall maintain the hot water installation which serves his section, or, where such installation serves more than one section, the owners concerned shall maintain such installation pro-rata, notwithstanding that such appliance is situated in part of the common property and is insured in terms of the policy taken out by the body corporate.
 - 14.2.4. shall not place or do anything on any part of the common property, including balconies, patios, stoeps, and gardens which, in the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
 - 14.2.5. shall not place 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 outside the section, without the written consent of the trustees first having been obtained.
- 14.3. Sounds and /or noise, for the purpose of this rule is taken as vibrations detectable by the ear and created by humans, animals, electronic equipment, machines, explosives and / or similar or foreign instruments.
- 14.4. If an owner-
- 14.4.1. fails to repair or maintain his section in a state of good repair;
 - 14.4.2. or fails to maintain adequately any area of the common property allocated for his exclusive use and enjoyment,
- and any such failure persists for a period of thirty days after the giving of written notice to repair or maintain given by the trustees or the managing agent on their behalf, the body corporate shall be entitled to remedy the owner's failure and to recover the reasonable cost of doing so from such
- 14.5. An owner shall not-
- 14.5.1. Use his section or permit his section to be used for any purpose which is injurious to the reputation of the building;
 - 14.5.2. Keep or do anything on the common property after notice in that behalf from the trustees;
 - 14.5.3. Do or permit to be done in his section or on the common property anything, which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
 - 14.5.4. Place or do anything on any part of the common property or on the balcony; stoep or patio of his section, which, in the Trustees' opinion, is aesthetically displeasing or undesirable when, viewed from outside the building
- 14.6. Members or occupiers may not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the unit or obstruct the views from another unit or interfere with the use and enjoyment of their units by the Occupiers of those Units. Care must be taken when watering or cleaning to ensure minimal disturbance to other units.
- 14.7. Residents have to adopt to a life style forced upon the occupants living in a social residential complex such as TERAH SQUARE but yet being free to live their own lives within their individual own property with reference to creating sound residents are responsible for such sound and / or noise which could be interpreted as excessive and/ or domestic and /or a public nuisance by their neighbours at any time of the day

- 14.7.1. Members or Occupiers should not annoy other members or occupiers with unavoidable noise in a Unit on any area of Common Property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her unit and also such further steps as may be within his or her power to effect.
- 14.7.2. Members or Occupiers should not allow guests to leave or return to a unit after 22h00 without making sure they do so in a quiet and orderly manner as to not cause an annoyance or disturbance to other residents.
- 14.7.3. The Body Corporate may prevent or restrict access to the common property from time to time and may take all decisions it deem necessary to prohibit undesirable persons from entering the common property

15. RULE – Occupancy of Unit

- 15.1. Owners recognise that the following occupancy and visitors rules shall apply to units at TERAH SQUARE Body Corporate unless otherwise approved by the Trustees in writing:
 - 15.1.1. Bachelor Flat
 - 15.1.1.1. One person that permanently occupy the unit
 - 15.1.1.2. 1 guest that may not reside longer than 14 Days
 - 15.1.2. per Bedroom
 - 15.1.2.1. Two people per bedroom that permanently occupy the unit
 - 15.1.2.2. 1 guest that may not reside longer than 14 Days

16. RULE – Pets

- 16.1. No pets are allowed subject to the moratorium that members with pets before the 1st AGM meeting should have registered their pets before 28 February 2015 and that these pets may not be replaced.
- 16.2. Approval of pets under the moratorium may be withdrawn if reasonable complaints are received about the pets

LEASE OF UNIT

17. RULE – Lease of Units

- 17.1. The Trustees must be informed of the name and contact details if any person other than the registered owner occupies the unit.
 - 17.1.1. Failing to do so would be liable to a fine as per the fine policy of the Trustees
- 17.2. All tenants or other persons granted rights of occupancy by any rightful owner of the relevant UNIT at TERAH SQUARE are obliged to comply with primarily the Schedule 2 Rules and all other relevant rules notwithstanding any provision to the contrary contained in any lease agreement or any grant of rights of occupancy.
- 17.3. The owner shall incorporate in the lease agreement with a tenant the following:
 - 17.3.1. A copy of the Body Corporate Schedule 2 Rules (as they are amended from time to time) as an appendix to the Lease Agreement
 - 17.3.2. The following special conditions in the lease agreement:

- 17.3.2.1. "It is recorded that the premises are part of a unit of a Sectional Titles Scheme and that the building and land are controlled managed and administered by means of rules for the control management administration, use and enjoyment of units and the common property. It is accordingly agreed that:"-
- 17.3.2.2. Notwithstanding the provision of Clauses of the lease, the premises shall mean the unit consisting of unit no ____ (corresponding to unit no) and it's share in the common property.
- 17.3.2.3. Breach of the Rules of the Body Corporate shall constitute a breach of the Lease.
- 17.3.2.4. 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.
- 17.3.2.5. It is understood:
 - 17.3.2.5.1. In the event of a Lessee committing a breach of any of the Conduct Rules where in the opinion of the Trustees of the Body Corporate the Lessee must vacate the property the Lessor shall instruct the Lessee in writing to vacate the said unit and complex within 30 (thirty) days.
 - 17.3.2.5.2. In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.
- 17.3.3. 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 instruct the Lessee to vacate the said unit and complex within 30 (thirty) days.
- 17.3.4. In the event of extreme circumstances as determined by the Trustees the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.
- 17.4. The owner of a unit shall be entitled to rent out their unit for shorter periods of time provided that:
 - 17.4.1. Approval from the necessary authorities has been obtained
 - 17.4.2. Approval is obtained in writing from the Trustees
 - 17.4.3. A copy of the authority is provided to the Trustees
 - 17.4.4. The owner shall take full responsibility for tenants to adhere to the rules of the body corporate as adopted in Schedule 1 and Schedule 2 of the rules.
- 17.5. The Trustees shall have the right to "black list" estate agents when in the opinion of the Trustees the estate agent in question does not act in the interest of the Body Corporate when selling or renting units to third parties
- 17.6. At every AGM the members would agree upon the minimum rental rate for each type of unit and no unit shall be rented out at a rate less than so determined by the members.
- 17.7. The owner remains responsible for the payment of levies and other payments to the Body Corporate in advance.

SALE OF UNIT

18. RULE – Sale of Units

- 18.1. It is the responsibility of the owner of a unit to inform the trustees in writing of their intention to sell their unit as soon as the Deed of Sale has been entered into. The letter to the trustees must provide the trustees with the following information:
 - 18.1.1. The Conveyance Attorney
 - 18.1.2. Details of the new buyer
 - 18.1.3. Copy of a letter to the conveyance attorney to instruct them to:
 - 18.1.3.1. Obtain a Body Corporate clearance certificate from the trustees
 - 18.1.3.2. To attach a copy of the rules of the Body Corporate to the Deed of Sale contract
- 18.2. Inform the trustees in writing of the exact date that ownership of the unit transferred.
- 18.3. The seller of a unit will be responsible to pay the full monthly levy for the month in which the unit was sold
- 18.4. Any person may apply to the body corporate for a body corporate clearance certificate provided that the application must be in writing and liable of the fees payable for the issue of the certificate.
 - 18.4.1. On receipt of an application and payment of the fee, the body corporate must issue a certificate.

CONDUCT RULES

19. RULE- Vehicles

- 19.1. A unit owner must not, and must ensure that the Occupier of a unit does not –
 - 19.1.1. and/ or warn their visitors to avoid defacing the Common Property through dripping oil, brake fluid and fluids and / or tire marks or other means. Unit owners shall be held responsible for cleaning up such defacing marks at the sole discretion of the Trustees.
 - 19.1.2. use water from the taps or valves on the Common Property for washing vehicles.
 - 19.1.3. dismantle or effect major repairs to any vehicle on any portion of the Common Property, an exclusive area, in a garage or any section of the UNIT at TERAH SQUARE or on the pavement adjacent to TERAH SQUARE.
 - 19.1.4. drive or operate any motor vehicle on any part of the common property in excess of 10kph.
- 19.2. The Trustees may cause for vehicles to be removed or towed away, at the risk and expenses of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the written consent of the owner of the vehicle
- 19.3. All visitors are to be notified by the people whom they are visiting of where to park. No visitors may park under the allocated carports.
- 19.4. Trailers are not to be parked on the property on a permanent basis (maximum duration 2 or 3 days).

- 19.5. Dirt emanating from washing of vehicles should be removed immediately after the washing of the vehicle.

20. **RULE – Parking**

- 20.1. Parking is to be confined to the specific parking area allocated to each owner/occupier and residents may not permit, allow or park any vehicle on the common property other than within the demarcated parking bays as elucidated by the diagram as **Appendix 1** to the Schedule 2 Rules.
- 20.2. An allocation has been provided for only 1 vehicle per unit and visitors' bays are not to be used for permanent private parking. Guests are to use only those bays reserved for visitors. Breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and at the expense of the owner of the vehicle.
- 20.3. Any vehicles illegally parked may be clamped, towed away and/or fined at the expense of the perpetrator and where the perpetrator is not the owner, the owner responsible for the person that breached the rules.
- 20.4. Under no circumstances will parking in front of the fire hydrants be permitted. Breach of this rule will likewise entitle the Trustees to impose a fine on the perpetrator.
- 20.5. Notwithstanding that such allocated exclusive use parking bays, which shall be clearly marked and numbered, form part of the common property of the scheme, the owner to whom an exclusive use parking bay is allocated, shall have the right to the exclusive use and enjoyment of such parking bay, to the exclusion of the rights of other owners.
- 20.6. An owner shall not use such exclusive use parking bay or permit it to be used in such manner or for such purposes as are likely to impair the safety, appearance or amenity of sections or other parts of the common property.
- 20.7. An owner shall permit the Body Corporate and/or other owners' access to cross such exclusive use parking bay for any purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay or surrounding areas.
- 20.8. The Body Corporate shall be responsible for maintaining the exclusive use parking bay areas and keeping them in a clean and neat condition
- 20.9. The Body Corporate shall be entitled to require the owners on whom the exclusive use parking bays have been conferred to make such additional contributions to the fund of the Body Corporate as is estimated necessary to defray the costs of rates and taxes, insurance, maintenance and upkeep in respect of such exclusive use parking bay areas.
- 20.10. When an owner alienates his section in the Scheme, he shall simultaneously cede his right to the exclusive use parking bays conferred upon him in terms of this rule to the purchaser of his section. The cession shall be documented in such form, as the Trustees of the Body Corporate may deem appropriate.
- 20.11. The Body Corporate, on request of any owner entitled to the exclusive use of a parking bay, shall issue such owner with an appropriate certificate confirming the owner's exclusive use of such parking bay.

- 20.12. The owner upon whom exclusive use parking bays have been conferred, shall use such parking bay for the purpose of parking a motor car, light motor vehicle or motorcycle and for no other purpose whatsoever. Such owner shall not be entitled to construct any improvements on the parking bay area without the prior specific consent of the Body Corporate".

21. RULE - Refuse

- 21.1. A refuse yard is located on the premises where a number of refuse bins have been supplied in good condition by the body corporate.
- 21.2. Drums damaged on account of misuse by owners/occupants and/ or lost will be replaced by the Trustees of the TERAH SQUARE BODY CORPORATE to the account of the owner.
- 21.3. Only household refuse will be accepted for disposal in the Municipal bulk refuse containers, and then only on the condition that it is packed in accordance with this sub-rule above.
- 21.4. Household refuse should be placed in refuse bags and into the designated drums placed on the property. Each bag should be tied up.
- 21.5. Additional refuse should be placed in standard refuse plastic bags within the drums. Each bag should be tied up.
- 21.6. The removal of refuse takes place at regular times and the drums should remain in the designated positions on the property
- 21.7. The Trustees will not honor individual arrangements between the owner and the refuse removers without the written approval.
- 21.8. No waste emanating from any UNIT (e.g. In containers, stones, soil, plants, pool backwash water, etc.) may be left, dumped or plumed either onto the public pavements, public surrounding areas OR in the service allies and Common area of the complex. The official DUMPING SITES (or SEWERAGE SYSTEM for water) provided by the Municipality of Windhoek shall be used to this end.
- 21.9. Each owner or occupier of a UNIT shall maintain in any hygienic and dry condition his/ her exclusive use area or such part of the Common Area as may be authorized by the Trustees in writing.
- 21.10. No owner or occupier of a UNIT shall deposit, throw, or permit to be deposited or throw, on the Common Property any rubbish (including dirt, cigarette butts, food scraps, litter mail or other litter whatsoever)
- 21.11. A unit owner may not burn rubbish or waste in his unit or on the common property.
- 21.12. The TRUSTEES of TERAH SQUARE reserve the final decision in all of the above matters.

22. RULE - Pools

- 22.1. POOLS, for the purpose of this rule, include all types of private swimming pools, splash pools and Jacuzzi's, etc. constructed and used inside/ outside the UNIT and /or within the exclusive use area
- 22.2. No pools are allowed to be constructed on the exclusive use areas of owners

23. RULE - Laundry

- 23.1. The owner or occupier of a UNIT shall not, without the approval in writing by the TRUSTEES, erect his/ her own washing lines, nor hang and /or place to dry any washing and / or laundry and / or any other items on any part of the building or the common property so as to be visible from the outside of the UNIT or from any other part of the UNIT, when viewed from outside the buildings, especially not on any balcony in the building.

24. RULE – General Rules

- 24.1. A Member must not, and must ensure that the Occupier of a Member's unit does not –
- 24.1.1. permit bicycling, roller-blade riding, skate boarding, roller skating, ball games in the car parking areas, driveways, or access pathways or common property.
 - 24.1.2. interfere with the operation, function or control of the electronic vehicular gates.
 - 24.1.3. remove any shrub, tree or plant on or in the common property;
 - 24.1.4. Allow children to play in the parking area, stairwells and landings.
 - 24.1.5. Damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the common property,
 - 24.1.5.1. PROVIDED FURTHER that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Units, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the unit at the time when the damage occurred.
 - 24.1.6. fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property that may be subject of a claim against the Body Corporate building and/or public liability insurance policy.
 - 24.1.7. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Body Corporate specifically for work being undertaken.
 - 24.1.8. interfere with the operation, function or control of any of the common property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment.
 - 24.1.9. use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his or her own actions or those of members of his or her household or his or her invitees.

- 24.2. An owner or occupant shall not store any inflammatory 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 TERAH SQUARE BODY CORPORATE on any insurance policy.
- 24.3. A Unit Owner shall:
- 24.3.1. Replace promptly any windows, shutters or awnings that are broken or cracked with new glass or materials of the same pattern and of at least the same quality
 - 24.3.2. Ensure that all curtains are lined with a white or cream fabric.
 - 24.3.3. Give immediate notice to the Body Corporate of any damage or defects in pipes, electrical light fittings, or other fittings in the common area as soon as the unit owner becomes aware of it.
 - 24.3.4. Give prompt notice to the Body Corporate of any accident that occurred on the common property
 - 24.3.5. Not use the common property in such a manner that it would unreasonably prevent or interfere with the use of it by other unit owners,
 - 24.3.6. Should any damage of whatever nature be caused to the Common Property, by an owner, his family, his tenants or his visitors, such owner shall be liable to reimburse the Body Corporate for the cost of repairing such damage.
 - 24.3.7. Be responsible for the upkeep of their Exclusive Use garden, and where applicable, the stairs leading to their respective units.
 - 24.3.8. Ensure that no items of any unsightly nature shall be stored where it would be visible on balconies, or in entrance courts, under car ports, or anywhere on the Common Property.
- 24.4. The Body Corporate is not responsible for any damage caused to a unit owner's property.
- 24.5. Unit owners may not enter the operating room for the lift without the consent of the Body Corporate
- 24.6. The employees of the Body Corporate will report only to the Trustees and may not be employed to do private work for owners
- 24.7. Cigarette ends and any litter may not be thrown out of windows, or over balconies onto the Common Property.

25. RULE – Keep Unit Free from Pests

- 25.1. An owner shall keep his / her UNIT free of white ants, bees, borer and / or other wood and/ or building destroying insects.
- 25.2. The owner shall to his end permit the TRUSTEES and / or their duly authorized agents and/ or employees, to enter the UNIT from time to time for the purposes of inspecting the UNIT and taking such action as may be reasonable necessary to eradicate any such pests.
- 25.3. The cost of such inspection, the eradicating of any such pests as may be found within the UNIT, replacement of any woodwork or other material forming part of the UNIT which may be damaged by any such pests or the eradicating thereof, shall be to the account of the owner of the particular Unit concerned.

26. RULE - DSTV

- 26.1. The TERAH SQUARE complex is equipped with a multiple TV satellite system that supplies each unit with the capacity to receive satellite TV. The system does not include any decoders that may be necessary to decode signals.
- 26.2. The multiple TV satellite system is the property of the TERAH SQUARE Body Corporate and any failure of the system must be reported to the Trustees.
- 26.3. Owners may not in any circumstances instruct any party other than the trustees to perform any repairs to the multiple TV satellite system.
- 26.4. Owners may not construct or erect any outside wireless, television aerial, TV-dish receiver's satellite dish or receiver or thing of like nature on any part of the building. Non-compliance with this rule will result in penalties.
- 26.5. Members or occupiers are compelled to make use of the system supplied in the building.
- 26.6. Owners that have not paid the developer the connection fee for DSTV would be required to do so before they can be connected to the system.

27. RULE – Braai's

- 27.1. Owners or tenants shall not make or cause to make any fire on the premises
- 27.2. Where the fire is used to make BBQ's/Braai's such braai shall be on gas, electric or charcoal fire – no wood fires are allowed
- 27.3. Owners or tenants may not use any of the common area recreational facilities for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations.

28. RULE – Use of Common Property

- 28.1. The unit owner may not obstruct the common property or use the common property for any purpose other than ingress or egress to and from their unit.
- 28.2. Cover or obstruct any lighting or illumination of the common property

29. RULE – Private Domestic workers

- 29.1. The Trustees may enforce a policy of identification of workers as they may deem fit for the administration and control of workers.
- 29.2. No domestic servants (chars etc.) may sleep over.
- 29.3. Occupants must assure that their domestic servants do not cause any other occupants by being noisy or to cause or make a noise.
- 29.4. An automatic indemnity for privately employed workers are granted in terms of this Rule by the employer staying in the TERAH SQUARE Complex to the Body Corporate, indemnifying the Body Corporate against any injury, loss or Damage relating to the employee which may occur TERAH SQUARE.

- 29.5. The Body Corporate reserves the right to perform a security clearance check on any private workers employed by an owner or tenant prior to allowing the employee access TERAH SQUARE.
- 29.5.1. The cost of such an enquiry will be for the account of the owner/tenant. Should the Trustees in its sole discretion regard the proposed employee as a risk it shall have the right to refuse to issue clearance for the employee to be employed.

30. RULE – Dispute Resolution

- 30.1. In the event of any dispute arising between unit owners or between unit owners and the Body Corporate that is not resolved between the parties the dispute shall be referred to Mediation.
- 30.2. The mediation procedure shall be as follows:
- 30.2.1. The party who wishes to resolve a dispute must give a notice of dispute to the other party;
- 30.2.2. Such notice must state that the dispute has arisen, and state the matters in dispute;
- 30.2.3. The other party will either agree to proceed with the mediation or agree to attend a preliminary meeting with a mediator to discuss whether mediation would be helpful in the circumstances. If it is decided that mediation will be helpful then the parties will agree on a mediator within seven days of the written notice being received or, -
- 30.2.4. Failing agreement, will ask a court of law in Namibia to appoint a mediator.
- 30.2.5. The parties must co-operate with the mediator in an effort to resolve the dispute;
- 30.2.6. The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediation cost;
- 30.2.7. If the dispute is settled, the parties must sign a copy of the terms of the settlement;
- 30.2.8. If the dispute is not resolved within 14 Working Days after the mediator has been appointed, or within an extended time that the parties agree to in writing, the mediation must cease;
- 30.2.9. Each party must pay a half share of the mediator's fee and costs including travel, room hire, refreshments etc;
- 30.2.10. The terms of any mediated settlement will bind the parties;
- 30.2.11. The terms of settlement may be used as evidence in any other legal proceedings;
- 30.3. To protect the confidentiality of the mediation, the parties agree that written statements given to the mediator or to one another, and any discussions between them or between them and the mediator during the mediation are not admissible by the recipient in any legal proceedings.

31. RULE – Notice Boards & Advertising Signs

- 31.1. No signs of any kind shall be displayed:
- 31.1.1. In the windows of any Section

- 31.1.2. On the Common Property without the prior written consent of the Trustees.
- 31.1.3. on the side of any of the buildings or any of the perimeter fences of the TERAH SQUARE property
- 31.2. The display of advertisement boards for the sale or lease of units must be coordinated with the Trustees.
- 31.3. The trustees must approve any other advertisement signs that are displayed on the premises in writing.

DOMICILIUM

32. RULE - Domicilium

- 32.1. The domicilium citandi et executandi of the TERAH SQUARE Body Corporate shall be confirmed at every annual general meeting of the TERAH SQUARE Body Corporate
- 32.2. The owner of each UNIT appoints as his domicilium citandi et executandi the UNIT he owns in TERAH SQUARE, and thus agrees to accept service of any legal process issued by, or on behalf of the TERAH SQUARE Body Corporate at his unit unless he has in writing specifically appointed another physical address in Namibia as his domicilium citandi et executandi for the purpose of service of summonses and other documents on him by the TERAH SQUARE Body Corporate.
- 32.3. An e-mail address may be used as part of the Domicilium
- 32.4. The unit owner shall promptly advise the Body Corporate of:
 - 32.4.1. The private address, telephone and Fax number, Cell Phone Number and E – Mail address of the unit owner.
 - 32.4.2. The private address, telephone and Fax number, Cell Phone Number and E – Mail address of the person that is authorised to make decisions for unit owner if the unit owner is a Trust, Closed Corporation or a Company
 - 32.4.3. Any change of address

Thus signed at Windhoek on this _____ day of _____ 201____

TRUSTEE

TRUSTEE

TRUSTEE

TRUSTEE