

**THE BODY CORPORATE OF THE  
JOHN ROSS HOUSE  
SECTIONAL TITLE SCHEME  
SS No. 448/2001**

**MANAGEMENT RULES**  
*(Section 35(2)(a) of the Sectional Titles Act, No 95 of 1986)*

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## **Preliminary, 1 - 3**

### **1. Amendment of Rules**

The Rules contained in this Annexure shall not be added to, amended or repealed except in accordance with section 35(2)(a) of the Act, and subject to the provisions of section 35(3) and (5) of the Act.

### **2. Interpretation**

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

- (a) "Act" means the Sectional Titles Act, 1986 (Act 95 of 1986), as amended from time to time, and any regulations made and in force thereunder;
- (b) "accounting officer" means a person who in terms of section 60(2) of the Close Corporation Act, 1984 (Act 69 of 1984), is qualified to perform the duties of an accounting officer;
- (c) "auditor" means an auditor qualified to act as such under the Auditing Profession Act, 2005 (Act 26 of 2005);
- (d) "Commercial Budget" means the budget in respect of the Commercial Portion;
- (e) "Commercial Fund" means the levy fund in respect of the Commercial Portion;
- (f) "commercial matter" means a matter reserved for the attention and decision of the Commercial Trustees and/or the Commercial Owners;
- (g) "Commercial Owners" mean the owners of sections in the Commercial Portion;
- (h) "Commercial Portion" means the Shops and Offices;
- (i) "Commercial Sections" mean the sections in the Commercial Portion (Sections 1 to 37, but excluding Section 32);
- (j) "Commercial Trustees" mean the Trustees appointed by the Commercial Owners and the Restaurant Trustee shall be one of the Commercial Trustees;
- (k) "General Budget" means the budget in respect of the Scheme;
- (l) "General Fund" means the levy fund in respect of the Scheme;
- (m) "Portion" means the commercial portion or the residential portion or the restaurant in the Scheme;
- (n) "Offices" mean the office tower and the offices on the podium floors of the building;
- (o) "registered mortgagee" means any mortgagee of whom the body corporate has been notified in writing as contemplated in section 44(1)(f) of the Act;
- (p) "referee" means the person as may be appointed by the Trustees to resolve a dispute and who shall be:
  - (i) an auditor or practising chartered accountant appointed by the Trustees where the dispute is of an accounting nature;
  - (ii) a practising advocate or attorney appointed by the Trustees where the dispute is of a legal nature or of a nature not particularly categorised as accounting or legal;
  - (iii) the chairman of the Natal Law Society where the majority of all Trustees are unable to agree on the appointment of a referee;
- (q) "Residential Budget" means the budget in respect of the Residential Portion;
- (r) "Residential Fund" means the levy fund in respect of the Residential Portion;
- (s) "residential matter" means a matter reserved for the attention and decision of the Residential Trustees and/or the Residential Owners;
- (t) "Residential Owners" mean the owners of sections in the Residential Portion;
- (u) "Residential Portion" means the floors of flats in the building;
- (v) "Residential Sections" mean the sections in the Residential Portion (Sections 401 to 3016);

- (w) "Residential Trustees" mean the Trustees appointed by the Residential Owners;
- (x) "Restaurant" means the Roma Revolving Restaurant situate on the top floor of the building (Section 32);
- (y) "Restaurant Budget" means the budget in respect of the Restaurant;
- (z) "Restaurant Fund" means the levy fund in respect of the Restaurant;
- (aa) "restaurant matter" means a matter reserved for the attention and decision of the Restaurant Trustee and/or the Restaurant Owner;
- (bb) "Restaurant Owner" means the owner of the restaurant;
- (cc) "Restaurant Trustee" means the Trustee appointed by the Restaurant Owner;
- (dd) "Scheme" means the John Ross House sectional title scheme, consisting of all the Portions;
- (ee) "Shops" mean the shops on the ground floor of the building;
- (ff) "Trustee" includes an alternate Trustee;
- (gg) words and expressions to which a meaning has been assigned in the Act, shall bear the meanings so assigned to them;
- (hh) words importing:
  - (i) the singular number only shall include the plural, and the converse shall also apply;
  - (ii) the masculine gender shall include the feminine, and neuter genders; and the neuter gender shall include the masculine and feminine genders;
- (ii) the headings to the respective rules are provided for convenience of reference only and are not be taken into account in the interpretation of the rules.

### 3. Domicilium Citandi et Executandi

- (1) The Trustees shall from time to time determine the address constituting the domicilium citandi et executandi of the body corporate as required by section 37(1)(m) of the Act, subject to the following:
  - (a) Such address shall be situated in the magisterial district in which the scheme is situated and shall be the address of the chairman or other resident Trustee duly appointed in general meeting or in the magisterial district in which the offices of any duly appointed managing agent are situated being the address of such managing agent;
  - (b) no change of such address shall be effective until written notification thereof has been received by the registrar;
  - (c) the Trustees shall give notice to all owners of any change of such address.
- (2) The domicilium citandi et executandi of each owner shall be the address of the section registered in his name: Provided that such owner shall be entitled from time to time to change the said domicilium but that any new domicilium selected shall be situated in the Republic, and that the change shall only be effective on receipt of written notice thereof by the body corporate at its domicilium.

### Trustees of the Body Corporate, 4 - 14

#### 4. General

- (1) The number of Trustees shall be determined from time to time by the members of the body corporate in general meeting, **provided that there shall not be less than 10 (ten) Trustees and that there shall be an equal number of Commercial Trustees and Residential Trustees and provided that the Restaurant Trustee shall be one of the Residential Trustees and the Shops and Offices shall each be entitled to respectively appoint a minimum of 2 (two) Commercial Trustees.**

- (2) With effect from the date of the establishment of the body corporate, all owners shall be Trustees who shall hold office until the first general meeting of the members of the body corporate as contemplated in rule 50(1) whereupon they shall retire but shall be eligible for re-election.
- (3) The chairman of the Trustees referred to in rule 4(2) shall be the developer concerned or his nominee, who shall hold office until the general meeting referred to in the said rule, when he shall retire as a Trustee and as chairman, but shall be eligible for re-election in terms of rule 18.

#### **5. Qualifications**

Save for the provisions of rule 4(2), a Trustee or alternate Trustee shall not be required to be an owner or the nominee of an owner who is a juristic person, in order to qualify for office as a Trustee: Provided that:

- (a) the majority of the Trustees are owners, or spouses of owners; and
- (b) the managing agent or any of his or her employees or employee of the body corporate may not be a Trustee unless he or she is an owner.

#### **6. Election of Trustees and matters for the attention and decision of the Trustees**

- (1) Save for the provisions of rule 4(2), the Trustees shall be elected at the first annual general meeting and thereafter at each subsequent annual general meeting, and shall hold office until the next succeeding annual general meeting, but they shall be eligible for re-election, if so nominated, **provided that the Commercial Owners and the Residential Owners shall respectively be entitled to nominate and elect an equal number of Commercial Trustees and Residential Trustees, and the Restaurant Owner shall be entitled to nominate and elect the Restaurant Trustee who shall also be a Commercial Trustee.**
- (2) **The Commercial Trustees nominated and elected by the Commercial Owners, shall primarily represent the interests of the Commercial Portion, whilst the Residential Trustees, nominated and elected by the Residential Owners, shall primarily represent the interests of the Residential Portion, whilst the Restaurant Trustee shall primarily represent the interests of the Restaurant.**
- (3) **At all combined meetings of all the Trustees, the Trustees shall by way of a majority resolution of the Commercial Trustees and a majority resolution of the Residential Trustees, as far as may be applicable, and in accordance with Management Rule 31(1), divide the matters to be dealt with into:**
  - (a) **Matters reserved for the attention and decision of the Commercial Trustees;**
  - (b) **Matters reserved for the attention and decision of the Residential Trustees;**
  - (c) **Matters reserved for the attention and decision of the Restaurant Trustee;**
  - (d) **Matters of general concern for the attention and decision of all the Trustees;****and such decision and division shall be final and binding on the Trustees.**
- (4) **If the Trustees are unable to agree upon the division referred to in sub-rule (3) above, the Trustees shall appoint a Referee for his decision as to the division or classification of the matter. The chairman of the Trustees shall forthwith refer the matter to the referee and the referee shall give his decision within 7 (seven) days of the request by the chairman. Immediately on receipt of the decision of the referee the chairman shall provide each Trustee with a copy of the referee's decision. The decision of the referee as to the division or classification of the matter shall be binding upon the Trustees.**

- (5) **Only Commercial Trustees shall be entitled to vote on the commercial matters as reserved for their attention and decision, whilst only Residential Trustees shall be entitled to vote on the residential matters as reserved for their attention and decision, whilst only the Restaurant Trustee shall be entitled to decide on the restaurant matters as reserved for his attention and decision. All Trustees shall be entitled to vote on matters of general concern reserved for the attention and decision of all the Trustees.**
- (6) **The Commercial Trustees shall have control over the management, running and maintenance of Commercial Portion, the parts of the common property falling therein, including the exterior of the applicable portion of the building, the exclusive use areas, services, other amenities and parking areas, access areas and all notices, signs and improvements of whatsoever nature in the Commercial Portion, except insofar as there are servitudes, implied or otherwise, in favour of the Residential Portion and/or the Restaurant.**
- (7) **The Residential Trustees shall have control over the management, running and maintenance of the Residential Portion, the parts of the common property falling therein, including the exterior of the applicable portion of the building, the exclusive use areas, services other amenities and parking areas, access areas, and all notices, signs and improvements of whatsoever nature in the Residential Portion, except insofar as there are servitudes, implied or otherwise in favour of the Commercial Portion and/or the Restaurant.**
- (8) **The Restaurant Trustee shall have control over the management, running and maintenance of the Restaurant, the parts of the common property falling therein, including the exterior of the applicable portion of the building, the exclusive use areas, services other amenities and parking areas, access areas, and all notices, signs and improvements of whatsoever nature in the Restaurant, except insofar as there are servitudes, implied or otherwise in favour of the Commercial Portion and/or the Residential Portion.**
- (9) **Regarding the management and maintenance of the remainder of the common property or matters that effect more than one Portion in the Scheme, the Trustees must meet collectively and the Commercial Trustees and Residential Trustees shall have equal voting powers.**
- (10) **The combined board of Trustees must elect a chairman for all combined Trustees' meetings, who shall also serve as chairman for general meetings of the body corporate.**
- (11) **Where the Trustees meet separately, notice of such meetings shall be given in terms of these rules.**

#### **7. Nominations**

Nominations by owners for the election of Trustees at any annual general meeting shall be given in writing, accompanied by the written consent of the person nominated, so as to be received at the domicilium of the body corporate not later than 48 hours before the meeting: Provided that Trustees are also capable of being elected by way of nominations with the consent of the nominee given at the meeting itself should insufficient written nominations be received to comply with rule 4(1).

## **8. Vacancy in Number of Trustees**

The Trustees may fill any vacancy in their number. Any Trustee so appointed shall hold office until the next annual general meeting when he shall retire and be eligible for re-election as though he had been elected at the previous annual general meeting.

## **9. Alternate Trustees**

- (1) The Trustees may appoint another person, whether or not he be the owner of a unit, to act as an alternate Trustee during the absence or inability to act of a Trustee.
- (2) An alternate Trustee shall have the powers and be subject to the duties of a Trustee.
- (3) An alternate Trustee shall cease to hold office if the Trustee whom he replaces, ceases to be a Trustee, or if the alternate's appointment is revoked by the Trustees.

## **10. Remuneration**

- (1) Unless otherwise determined by a special resolution of the owners, Trustees who are owners shall not be entitled to any remuneration in respect of their services as such: Provided that the body corporate shall reimburse to the Trustees all disbursements and expenses actually and reasonably incurred by them in carrying out their duties and exercising their powers.
- (2) The body corporate may remunerate Trustees who are not owners at such rate as may be agreed upon between the body corporate and such Trustees, and such Trustees shall further be entitled to have refunded to them any disbursements and expenses incurred by them in the circumstances envisaged in the proviso to sub-rule (1) of this rule, provided always that an alternative Trustee appointed by the Trustees, who is not an owner, shall claim his remuneration, if any, from the Trustee whom he replaced and not from the body corporate, unless the body corporate has been instructed in writing by such Trustee to pay any portion of his remuneration to such alternate Trustee.

## **11. Validity of Acts**

Any act performed by the Trustees shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any Trustee, be as valid as if such Trustee had been duly appointed or had duly continued in office.

## **12. Indemnity**

- (1) (a) Subject to the provisions of sub-rule (2), every Trustee, agent or other officer or servant of the body corporate shall be indemnified by the body corporate against all costs, losses, expenses and claims which he may incur or become liable to by reason of any act done by him in the discharge of his duties, unless such costs, losses, expenses or claims are caused by the *mala fide* or grossly negligent act or omission of such person.  
(b) It shall be the duty of the Trustees to pay such indemnity out of the funds of the body corporate.
- (2) The indemnity referred to in sub-rule (1) shall not apply in favour of any managing agent appointed in terms of rule 46.

## **13. Disqualification of Trustees**

A Trustee shall cease to hold office as such:

- (a) if by notice in writing to the body corporate he resigns his office;
- (b) if he is or becomes of unsound mind;
- (c) if he surrenders his estate as insolvent, or if his estate is sequestrated;

- (d) if he is convicted of an offence which involves dishonesty;
- (e) if by resolution of a general meeting of the body corporate, he is removed from his office, provided that the intention to vote upon the removal from office has been specified in the notice convening the meeting;
- (f) if he is or becomes disqualified in terms of section 218 or 219 of the Companies Act, 1973, from being appointed or acting as a director of a company.

#### **14. Replacement**

The body corporate may at a general meeting appoint another Trustee in place of any Trustee who has ceased to hold office in terms of rule 13, for the unexpired part of the term of office of the Trustee so replaced.

#### **Meeting of Trustees, 15 - 24**

##### **15. When to be Held, Notice and Attendance**

- (1) **The Commercial Trustees and Residential Trustees may meet separately from time to time, but the Trustees shall convene a combined Trustees' meeting at least once every 6 (six) months. Subject to the provisions of sub-rules (2), (3) and (4) hereof, the Trustees may give notice convening meetings, meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.**
- (2) **A Commercial Trustee may at any time convene a meeting of the Commercial Trustees by giving to the other Commercial Trustees and all first mortgagees in the circumstances referred to in sub-rule (6) hereof, not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting: Provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given. It shall not be necessary to give notice of a meeting of the Commercial Trustees to any Commercial Trustee for the time being absent from the Republic, but notice of any such meeting shall be given to his alternate, if he has appointed one, where such an alternate is in the Republic.**
- (3) **A Residential Trustee may at any time convene a meeting of the Residential Trustees by giving to the other Residential Trustees and all first mortgagees in the circumstances referred to in sub-rule (6) hereof, not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting: Provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given. It shall not be necessary to give notice of a meeting of the Residential Trustees to any Residential Trustee for the time being absent from the Republic, but notice of any such meeting shall be given to his alternate, if he has appointed one, where such an alternate is in the Republic.**
- (4) **The Restaurant Trustee may attend meetings of the Commercial Trustees and of the Residential Trustees, but may not encumber either Portion with additional expenses, without authorisation of the Trustees of the Portion.**
- (5) **The chairman of the Trustees may at any time convene a combined Trustees' meeting of all the Trustees by giving to the other Trustees and all first mortgagees in the circumstances referred to in sub-rule (6) hereof, not less than 7 (seven) days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such a meeting: Provided that in cases of urgency such shorter notice as is reasonable in the circumstances may be given. It shall not be necessary to give notice of a meeting of the Trustees to any Trustee for the time being absent from the Republic, but notice of**



**any such meeting shall be given to his alternate, if he has appointed one, where such an alternate is in the Republic.**

- (6) Any mortgagee holding first mortgage bonds over units shall, if he so requires of the Trustees in writing, be entitled to receive reasonable notice of all meetings of the Trustees.
- (7) The nominee of any such first mortgagee shall be entitled to attend and speak at all meetings of the Trustees but shall not, in his capacity as such, be entitled to vote thereat.
- (8) An owner shall be entitled to attend and speak at any meetings of the Trustees, but shall not in his or her capacity as such, be entitled to vote thereat.

#### **16. Quorum**

- (1) **At a Combined Trustees' meeting, at least 6 (six) Trustees shall be present and form a quorum, provided that there shall always be an equal number of Commercial Trustees and Residential Trustees present. At a meeting of the Commercial Trustees at least 2 (two) Commercial Trustees shall be present and form a quorum. At a meeting of the Residential Trustees at least 2 (two) Residential Trustees shall be present and form a quorum.**
- (2) If the number of Trustees falls below the number necessary to form a quorum, the remaining Trustee or Trustees may continue to act, but only for the purpose of appointing or co-opting additional Trustees to make up a quorum or for the purpose of convening a general meeting of owners.

#### **17. Adjournment due to lack of quorum**

If at any meeting of Trustees a quorum is not present within thirty minutes of the appointed time of the meeting, such meeting shall stand adjourned to the next business day at the same time, and the Trustees then present, who shall not be less than two, shall form a quorum.

#### **18. Election of Chairman**

At the commencement of the first meeting of Trustees after an annual general meeting, at which Trustees have been elected, the Trustees shall elect a chairman from among their number, who shall hold office as such until the end of the next annual general meeting of the members of the body corporate and who shall have a casting as well as a deliberative vote, save where there are only two Trustees.

#### **19. Removal of Chairman**

The Trustees at a Trustees' meeting or the body corporate at a special meeting, in respect of which notice of the intended removal from office of the chairperson has been given, may remove the chairperson from his or her office.

#### **20. Replacement of Chairman**

If any chairman elected in terms of rule 18 vacates his office as chairman or no longer continues in office by virtue of the provisions of rule 19, the Trustees shall elect another chairman who shall hold office as such for the remainder of the period of office of the first-mentioned chairman, and who shall have the same rights of voting.

## **21. Temporary Chairman**

If any chairman vacates the chair during the course of a meeting or is not present or is for any other reason unable to preside at any meeting, the Trustees present at such meeting shall choose another chairman for such meeting who shall have the same rights of voting as the chairman.

## **22. Voting rights**

All matters at any meeting of the Trustees shall be determined by a majority of the votes of the Trustees present and voting: **Provided that at a combined Trustees' meeting, the Commercial Trustees and the Residential Trustees shall respectively have one half of the votes, irrespective of the number of Commercial Trustees or Residential Trustees who are present.**

## **23. Disqualification from voting**

A Trustee shall be disqualified from voting in respect of any contract or proposed contract, or any litigation or proposed litigation, with the body corporate, by virtue of any interest he may have therein.

## **24. Round Robin resolution**

A resolution in writing signed by all the Trustees for the time being present in the Republic and being not less than are sufficient to form a quorum, shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held.

## **The Functions, Powers and Duties of Trustees, 25 - 29**

### **25. General**

The duties and powers of the body corporate shall, subject to the provisions of the Act and these rules and to any restriction imposed or direction given at a general meeting of the owners of sections, be performed or exercised by the Trustees of the body corporate holding office in terms of these rules.

### **26. Powers**

- (1) Subject to any restriction imposed or direction given at a general meeting of the body corporate, the powers of the Trustees shall include the following:
  - (a) To appoint for and on behalf of the body corporate such agents and employees as they deem fit in connection with:
    - (i) the control, management and administration of the common property; and
    - (ii) the exercise and performance of any or all of the powers and duties of the body corporate;
  - (b) to delegate to one or more of the Trustees such of their powers and duties as they deem fit, and at any time to revoke such delegation.
- (2) The Trustees may not make loans on behalf of the body corporate to owners of units or to themselves.

### **27. Signing of Instruments**

No document signed on behalf of the body corporate, shall be valid and binding unless it is signed by a Trustee and the managing agent referred to in rule 46, or by two Trustees or, in the case of a certificate issued in terms of section 15B(a)(3)(i)(aa) of the Act, by two Trustees or the managing agent.

## 28. Statutory and General Duties

- (1) Without detracting from the scope of the additional duties specified in rules 29 to 45, inclusive, and subject to the provisions of such rules, the Trustees shall perform the functions entrusted to them by sections 37 and 39 of the Act.
- (2) The Trustees shall do all things reasonably necessary for the control, management and administration of the common property in terms of the powers conferred upon the body corporate by section 38 of the Act.
- (3) The Trustees shall do all things reasonably necessary for the enforcement of the rules in force.

## 29. Insurance

- (1) (a) At the first meeting of the Trustees or soon thereafter as is possible, and annually thereafter, the Trustees shall take steps to insure the buildings and all improvements to the common property, to the full replacement value thereof, subject to negotiation of such excess, premiums and insurance rates as in the opinion of the Trustees are most beneficial to the owners, against-
  - (i) fire, lightning and explosion;
  - (ii) riot, civil commotion, strikes, lock-outs, labour disturbances or malicious persons acting on behalf of or in connection with any political organizations;
  - (iii) storm, tempest and flood;
  - (iv) earthquake;
  - (v) aircraft and other aerial devices or articles dropped there from;
  - (vi) bursting or overflowing of water tanks, apparatus or pipes;
  - (vii) impact with any of the said buildings or improvements by any road vehicle, horses or cattle;
  - (viii) housebreaking or any attempt thereat;
  - (ix) loss of occupation or loss of rent in respect of any of the above risks;
  - (x) such other perils or dangers as the Trustees or any holder of first mortgage bonds over not less than 25% in number of the units in the scheme, may deem appropriate.
- (b) The Trustees shall at all times ensure that in the policy of insurance referred to in paragraph (a) above:
  - (i) there is specified the replacement value of each unit (excluding the owner's interest in the land):
    - (aa) initially [but subject to the provisions of subparagraph (cc)] in accordance with the Trustees' estimate of such value;
    - (bb) after the first annual general meeting [but subject to the provisions of subparagraph (cc)] in accordance with the schedule of values as approved in terms of paragraph (c); or
    - (cc) as required at any time by any owner in terms of paragraph (d);
  - (ii) any "average" clause is restricted in its effect to individual units and does not apply to the building as a whole;
  - (iii) there is included a clause in terms of which the policy is valid and enforceable by any mortgagee against the insurer notwithstanding any circumstances whatsoever which would otherwise entitle the insurer to refuse to make payment

of the amount insured unless and until the insurer on not less than 30 days' notice to the mortgagee shall have terminated such insurance.

- (c) Before every annual general meeting, the Trustees shall cause to be prepared schedules reflecting their estimate of:
    - (i) the replacement value of the buildings and all improvements to the common property; and
    - (ii) the replacement value of each unit (excluding the owner's interest in the land), the aggregate of such values of all units being equal to the value referred to in subparagraph (i) above,
    - (iii) and such schedules shall be laid before the annual general meeting for consideration and approval in terms of rule 56.
  - (d) Any owner may at any time increase the replacement value as specified in the insurance policy in respect of his unit: Provided that such owner shall be liable for payment of the additional insurance premium and shall forthwith furnish the body corporate with proof thereof from the insurer.
  - (e) The Trustees shall, on the written request of a mortgagee and satisfactory proof thereof, record the cession by any owner to such mortgagee of the owner's interest in the application of the proceeds of the policies of insurance effected in terms of rule 29(1)(a).
- (2) At the first meeting of the Trustees or as soon thereafter as is possible, the Trustees shall take all reasonable steps:
- (a) to insure the owners and the Trustees and to keep them insured against liability in respect of:
    - (i) death, bodily injury or illness; and
    - (ii) loss of, or damage to, property,occurring in connection with the common property, for a sum of liability of not less than one hundred thousand Rand, which sum may be increased from time to time as directed by the owners in general meeting; and
  - (b) to procure to the extent, if any, as determined by the members of the body corporate in a general meeting, a fidelity guarantee in terms of which shall be refunded any loss of moneys belonging to the body corporate or for which it is responsible, sustained as a result of any act of fraud or dishonesty committed by any insured person being any person in the service of the body corporate and all Trustees and persons acting in the capacity of managing agents of the body corporate; and
- (3) The owners may by special resolution direct the Trustees to insure against such other risks as the owners may determine.
- (4) The owner of a section is responsible for any excess payment in respect of his or her section payable in terms of a contract of insurance entered into by the body corporate: provided that owners may by special resolution determine that the body corporate is responsible for excess payments in respect of specified damage.

### **30. Collection of Contributions**

It shall be the duty of the Trustees to levy and collect contributions from the owners in accordance with the provisions and in the proportions set forth in rule 31. **The Body Corporate will operate four levy funds, being the Commercial Fund, the Residential Fund, the Restaurant Fund and the General Fund.**

**31. Liability in terms of section 37(1) and 47 of the Act**

(1)(a) The liability of owners to make contributions, and the proportions in which the owners shall make contributions for the purposes of section 37(1) of the Act, or may in terms of section 47 of the Act be held liable for the payment of a judgment debt of the body corporate, shall with effect from the date upon which the body corporate comes into being, be borne by the owners in accordance with the participation quotas attaching to their respective sections, **but subject to the further provisions of this rule:**

(b) A combined estimate of income and expenditure, hereinafter called the **General Budget** shall be prepared for the entire body corporate in respect of all common expenses and items not provided for in the individual budgets (as referred to below). Such common expenses and items shall be allocated to all owners of sections as levies in accordance with the participation quotas attaching to their respective sections.

(c) A separate budget, hereinafter referred to as the **Commercial Budget**, shall be prepared for the **Commercial Portion** in respect of the following expenses and items insofar as it relate to the **Commercial Portion** exclusively:

(i) Maintenance of the common property in the **Commercial Portion**, including the exclusive use areas and the pipes, wires, cables and ducts situated on the common property or used in connection with more than one **Commercial Section**, and the doors and windows of the **Commercial Sections**

(ii) Maintenance of the following Lifts:

**Office Block**

Lift No:	Description
DE 1910	Lift No 12 – Passenger Lift
DE 1911	Lift No 11 – Passenger Lift
DE 1912	Lift No 10 – Passenger Lift
DE 1913	Lift No 9 – Service Lift
DE 1908	Lift A – Passenger Lift
DE 1909	Lift B – Passenger Lift

(iii) Insurance in respect of the **Commercial Sections**

(iv) Insurance SASRIA

(v) Electricity as metered

(vi) Water

(vii) Air-conditioning expenses

(viii) Professional Services

(d) A separate budget, hereinafter referred to as the **Residential Budget** shall be prepared for the **Residential Portion** in respect of the following expenses and items insofar as it relate to the **Residential Portion** exclusively:

(i) Maintenance of the common property in the **Residential Portion**, including the exclusive use areas and the pipes, wires, cables and ducts situated on the common property or used in connection with more than one **Residential Section**, and the doors and windows of the **Residential Sections**

(ii) Maintenance of the following Lifts:

**A BLOCK**

Lift No:	Description
L 4084	Lift No 2 – Passenger Lift

**B BLOCK**

L 4087	Lift No 5 – Service Lift
L 4088	Lift No 6 – Passenger Lift
L 4089	Lift No 7 – Passenger Lift
L 4090	Lift No 8 – Passenger Lift

- (iii) 75% of the Maintenance expenses of the following Lifts:

**A BLOCK**

Lift No:	Description
L 4083	Lift No 1 – Service Lift
L 4085	Lift No 3 – Passenger Lift

- (iv) Insurance in respect of the Residential Sections  
(v) Insurance SASRIA  
(vi) Electricity as metered  
(vii) Water (less the rebate in respect of the Residential Sections as determined by the local authority)  
(viii) Professional Services
- (e) A separate budget, hereinafter referred to as the Restaurant Budget shall be prepared for the Restaurant in respect of the following expenses and items insofar as it relate to the Restaurant exclusively:

- (i) Maintenance of the common property of the Restaurant, including the exclusive use areas and the pipes, wires, cables and ducts used in connection of the Restaurant, and the doors and windows of the Restaurant, and the revolving mechanism and entrance area to the Restaurant on the ground floor

- (ii) Maintenance of the following Lift:

**A BLOCK**

Lift No:	Description
L 4086	Lift No 4 – Roma Lift

- (iii) 25% of the Maintenance expenses of the following Lifts:

**A BLOCK**

Lift No:	Description
L 4083	Lift No 1 – Service Lift
L 4085	Lift No 3 – Passenger Lift

- (iv) Insurance in respect of the Restaurant  
(v) Insurance SASRIA  
(vi) Electricity as metered  
(vii) Water  
(viii) Air-conditioning expenses  
(ix) Professional Services
- (f) The expenses in the Commercial Budget shall be allocated to all Commercial Owners, as levies in accordance with the participation quotas attaching to their respective sections, expressed as a fraction of the total participation quotas of all the Commercial Sections.
- (g) The expenses in the Residential Budget shall be allocated to all Residential Owners, as levies in accordance with the participation quotas attaching to their respective sections, expressed as a fraction of the total participation quotas of all the Residential Sections.
- (h) The expenses in the Restaurant Budget shall be allocated to the Restaurant as levies.

- (i) The Trustees shall from time to time in a combined Trustees' meeting, resolve as to the classification of the expenses into one or more of the four budgets. The Trustees may furthermore resolve to, where necessary, add specific further expenses to the budgets. Such trustees' resolutions must be taken by way of a majority resolution of the Commercial Trustees and a majority resolution of the Residential Trustees. If the Trustees are unable to agree upon the classification of the expenses the Trustees shall appoint a Referee for his decision as to the classification of the expenses. The chairman of the Trustees shall forthwith refer the matter to the referee and the referee shall give his decision within 7 (seven) days of the request by the chairman. Immediately on receipt of the decision of the referee the chairman shall provide each Trustee with a copy of the referee's decision. The decision of the referee as to the classification of the expenses shall be binding upon the Trustees.
- (2)(a) At every annual general meeting, the members of the body corporate shall approve with or without amendment the General Budget and shall determine the amount estimated to be required to be levied upon all owners during the ensuing financial year.
- (b) At every annual general meeting, the Commercial Owners shall approve with or without amendment, the Commercial Budget and shall determine the amount estimated to be required to be levied upon the Commercial Owners during the ensuing financial year.
- (c) At every annual general meeting, the Residential Owners shall approve with or without amendment, the Residential Budget and shall determine the amount estimated to be required to be levied upon the Residential Owners during the ensuing financial year.
- (d) At every annual general meeting, the Restaurant Owner shall approve with or without amendment, the Restaurant Budget and shall determine the amount estimated to be required to be levied upon the Restaurant Owner during the ensuing financial year.
- (3) Within fourteen days after each annual general meeting the Trustees shall advise each owner in writing of the amount payable by him or her in respect of the budgets referred to in sub-rule (2), whereupon such amount shall become payable in instalments, monthly in advance on or before the 1<sup>st</sup> day of each and every month.
- (4) The Trustees may from time to time, when necessary, make special levies upon the owners or call upon them to make special contributions in respect of all such expenses as are mentioned in rule 31(1) above [which are not included in any Budgets made in terms of rule 31(2) above], and such levies and contributions may be made payable in one sum or by such instalments and at such time or times as the Trustees shall think fit. In determining the special levies, the Trustees shall adhere to the division and classification of expenses and items, in the categories as determined in rule 31(1) above.
- (4A) After the expiry of a financial year and until they become liable for contributions in respect of the ensuing financial year, owners are liable for contributions in the same amounts and payable in the same instalments as were due and payable by them during the expired financial year: provided that the Trustees may, if they consider it necessary and by written notice to the owners, increase the contributions due by the owners by a maximum of 10 percent to take account of the anticipated increased liabilities of the body corporate.
- (5) An owner shall be liable for and pay all legal costs, 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 these rules, the conduct rules or the Act.

- (6) The Trustees shall be entitled to charge interest on arrear amounts at such rate as they may from time to time determine.
- (7) **The expenses relating to the exclusive use areas (open parking bays) shall be apportioned equally to the owners of the open parking bays as additional levies payable in terms of section 37(1)(b) of the Act.**
- (8) **The expenses relating to the exclusive use areas (covered parking bays) shall be apportioned equally to the owners of the covered parking bays as additional levies payable in terms of section 37(1)(b) of the Act.**
- (9) **The expenses relating to the storerooms and other exclusive use areas shall be apportioned to the owners of the exclusive use areas as additional levies payable in terms of section 37(1)(b) of the Act.**

**32. Record of Rules and their Availability**

- (1) The Trustees shall keep a complete record of all rules in force from time to time and shall ensure that any amendment, substitution, addition or repeal of such rules (as contemplated in section 35(5) of the Act) is submitted forthwith to the Registrar of Deeds for filing as contemplated in section 35(5)(c) of the Act.
- (2) The Trustees shall on the application of:
  - (a) an owner of a unit;
  - (b) an occupant of a unit;
  - (c) the prospective purchaser of a unit;
  - (d) the holder of any registered sectional mortgage bond;
  - (e) the managing agent; and
  - (f) the auditor or the accounting officer,
  - (g) supply to such person a copy of all rules in force, and may require them to pay a reasonable charge therefore.

**33. Improvements to the common property and removal thereof**

- (1) The Trustees may, if the owners by unanimous resolution so decide effect or remove improvements of a luxurious nature on the common property.
- (2)(a) Should the Trustees wish to effect or remove any improvements to the common property, other than luxurious improvements referred to in sub-rule (1), they shall first give written notice of such intention to all owners such notice shall:
  - (i) indicate the intention of the Trustees to proceed with the improvement or removal thereof upon the expiry of a period of not less than thirty days reckoned from the date of posting such notice; and
  - (ii) provide details of the improvement or removal as to:
    - (aa) the costs thereof; and
    - (bb) the manner in which it is to be financed and the effect upon levies paid by the owners; and
    - (cc) the need, desirability and effect thereof.
- (b) The Trustees shall at the written request of any owner convene a special general meeting in order to discuss and to deliberate upon the proposals contained in the notice referred to in paragraph (a), at which meeting the owners may approve, with or without amendments, such proposals by way of special resolution.



- (c) In the event of such a special general meeting being called, the Trustees shall not proceed with their proposals until the holding of such meeting, whereupon they shall be bound by any special resolution ensuing there from.
- (2) Notwithstanding the provisions of sub-rules (1) and (2), the Trustees shall, if so required in writing by a majority of owners, procure the installation and maintenance in good working order, at the body corporate's cost, of separate meters to record the consumption of electricity, water and gas in respect of each individual section and the common property.
- (3) If and for so long as no separate meters have been installed in terms of sub-rule (3) the contribution payable by each owner in respect of electricity, water and gas shall be calculated in accordance with the provisions of rule 31.

#### **34. Minutes**

- (1) The Trustees shall:
  - (a) keep minutes of their proceedings;
  - (b) cause minutes to be kept of all meetings of the body corporate in a minute book of the body corporate kept for the purpose;
  - (c) include in the minute book of the body corporate a record of every unanimous resolution, special resolution and any other resolution of the body corporate.
- (2) The Trustees shall keep all minute books in perpetuity.
- (3) On the written application of any owner or registered mortgagee of a unit, the Trustees shall make all minutes of their proceedings and the minutes of the body corporate available for inspection by such owner or mortgagee.

#### **35. Books of Account and Records**

- (1) The Trustees shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the body corporate, including:
  - (a) a record of the assets and liabilities of the body corporate;
  - (b) a record of all sums of money received and expended by the body corporate and the matters in respect of which such receipt and expenditure occur;
  - (c) a register of owners and of registered mortgagees of units and of all other persons having real rights in such units (insofar as written notice shall have been given to the Trustee by such owners, mortgagees or other persons) showing in each case their addresses; and
  - (d) individual ledger accounts in respect of each owner.
- (2) On the application of any owner, registered mortgagee or of the managing agent the Trustees shall make all or any of the books of account and records available for inspection by such owner, mortgagee or managing agent.
- (3) The Trustees shall cause all books of account and records to be retained for a period of six years after completion of the transactions, acts or operations to which they relate: Provided that the minute books shall be retained for so long as the scheme remains registered.

#### **36. Annual Financial Estimate**

- (1) Before every annual general meeting, the Trustees shall cause to be prepared an itemized estimate of the anticipated income and expenses of the body corporate during the ensuing financial year, which estimate shall be laid before the annual general meeting for consideration in terms of rule 56 hereof.

- (2) The estimate of expenses referred to in sub-rule (1) shall include a reasonable provision for contingencies and the maintenance of the common property.

### **37. Annual Financial Statement**

- (1) The Trustees shall cause to be prepared, and shall lay before every annual general meeting, for consideration in terms of rule 56(a), a financial statement in conformity with generally accepted accounting practice, which statement shall fairly present the state of affairs of the body corporate and its finances and transactions as at the end of the financial year concerned.
- (2) The financial statement shall include information and notes pertaining to the proper financial management by the body corporate, including:
- (a) an analysis of the periods of debts and the amounts due in respect of levies, special levies and other contributions;
  - (b) an analysis of the periods and the amounts due, owing by the body corporate to the creditors and in particular to any public or local authority in respect of rates, taxes and charges for consumption or services, including but not limited to, water, electricity, gas, sewerage and refuse removal;
  - (c) the expiry dates of all insurance policies.

### **38. Report**

The Trustees shall further cause to be prepared and shall lay before every annual general meeting a report signed by the chairman reviewing the affairs of the body corporate during the past year, for consideration in terms of rule 56(a).

### **39. Delivery of estimate, audited statement and report**

- (1) The Trustees shall cause copies of the schedules, estimate, audited statement and report referred to in rules 29(1)(c), 36, 37 and 38, to be delivered to each owner, and to any mortgagee which has advised the body corporate of its interest, at least fourteen days before the date of the annual general meeting at which they are to be considered.
- (2) Delivery for purposes of sub-rule (1) shall be deemed to have been effected if the documents referred to are sent to the owner referred to in rule 3(2), and to any mortgagee as aforesaid at the address of such mortgagee as reflected in the records of the body corporate.

### **40. Audit**

At the first general meeting and thereafter at every ensuing annual general meeting, the body corporate shall appoint an auditor to hold office from the conclusion of that meeting until the conclusion of the next annual general meeting: Provided that where a scheme comprises less than 10 units, an accounting officer may be appointed for that purpose and the auditor or accounting officer, as the case may be, must sign the financial statements.

### **41. Deposit and Investment of Funds**

The Trustees shall cause all moneys received by the body corporate to be deposited to the credit of an account or accounts with a registered commercial bank or building society in the name of the body corporate and, subject to any direction given or restriction imposed at a general meeting of the body corporate, such moneys shall only be withdrawn for the purpose of payment of the expenses of the body corporate or investment in terms of rule 43.

#### **42. Managing Agent's control of funds**

The Trustees may authorize the managing agent to administer and operate the accounts referred to in rule 41 and 43: Provided that where the managing agent is an estate agent as defined in the Estate Agents' Act, 1976 (Act 112 of 1976), the Trustees may authorize such managing agent to deposit moneys contemplated in rule 41 in a trust account as contemplated in section 32(3) of the Estate Agents' Act, 1976, which moneys shall only be withdrawn for the purposes contemplated in rule 41.

#### **43. Investment of funds**

Any funds not immediately required for disbursement, may be invested in a savings or similar account with any registered building society or bank approved by the Trustees from time to time.

#### **44. Interest**

Interest on moneys invested shall be used by the body corporate for any lawful purpose.

#### **45. No Refunds or Distribution of Profits or Assets**

- (1) The owners shall not be entitled to a refund of contributions lawfully levied upon them and duly paid by them.
- (2) No portion of the profits or gains of the body corporate shall be distributed to any owner or any other person except upon destruction or deemed destruction of the building, or where such profit or gain is of a capital nature.

#### **46. The Appointment, Powers and Duties of a Managing Agent**

- (1)(a) Notwithstanding anything to the contrary contained in rule 28, and subject to the provisions of section 39(1) of the Act, the Trustees may from time to time, and shall if required by a registered mortgagee of 25 percent of the units or by the members of the body corporate in a general meeting, appoint in terms of a written contract a managing agent to control, manage and administer the common property and the obligations to any public or local authority by the body corporate on behalf of the unit owners, and to exercise such powers and duties as may be entrusted to the managing agent, including the power to collect levies and to appoint a supervisor or caretaker.
- (b) A managing agent is appointed for an initial period of one year and thereafter such appointment shall be automatically renewed from year to year unless the body corporate notifies the managing agent to the contrary: provided that notice of termination of the contract may be given by the Trustees in accordance with a resolution taken at a Trustee meeting or an ordinary resolution taken at a general meeting.
- (2)(a) The Trustees shall ensure that there is included in the contract of appointment of all managing agents a provision to the effect that if he is in breach of any of the provisions of his contract, or if he is guilty of conduct which at common law would justify the termination of a contract between master and servant, the Trustees may, without notice, cancel such contract of appointment, and that the managing agent shall have no claim whatsoever against the body corporate or any of the owners as a result of such cancellation.
- (b) Any one or more of the owners or mortgagees of sections in the buildings may, if the managing agent is in breach of the provisions of his contract or if he is guilty of any conduct which at common law would justify the termination of a contract between master and servant, require the Trustees to cancel the managing agent's contract in terms of paragraph

- (a). The foregoing provisions shall in no way detract from the Trustees' rights to cancel the managing agent's contract.
- (c) Any owner or mortgagee who required the Trustees to cancel the managing agent's contract in terms of paragraph (b) shall furnish the Trustees with such security as they in their discretion may determine for the payment of and shall indemnify the Trustees and the body corporate against-
  - (i) all litigation costs reasonably incurred by the Trustees in enforcing such cancellation against the managing agent; and
  - (ii) all other costs and damages arising out of such cancellation, purported cancellation or litigation for which the Trustees or the body corporate might be liable up to the time such owner or mortgagee formally notifies the Trustees that he no longer requires them to pursue the action.
- (d) The Trustees shall not be required to cancel the contract of appointment of the managing agent unless and until the owner or mortgagee requiring cancellation in terms of paragraph (b) has furnished them with the security and indemnity as specified in rule 46, paragraph (2)(c).

#### **47. Mandatory provisions in contract with the Managing Agent**

The contract with the managing agent shall further provide for the appointment to be revoked, and such managing agent shall cease to hold office, if:

- (i) where the managing agent is a juristic person, an order is made for its provisional or final liquidation or, where the managing agent is a natural person, he applies for the surrender of his estate as insolvent or his estate is sequestrated either provisionally or finally or, where the managing agent is a company, it is placed under judicial management; or
- (ii) the managing agent is convicted of an offence involving an element of fraud or an element of dishonesty or, where the managing agent is a company or a close corporation, any of its directors or members is convicted of an offence involving an element of fraud or an element of dishonesty, or;
- (iii) a special resolution of the members of the body corporate is passed to that effect: Provided that in such event the managing agent so removed from office shall not be deprived of any right he may have to claim compensation or damages for breach of contract.

#### **48. Records of administration**

The managing agent shall keep full records of his or her administration and shall report to the body corporate and to all holders of registered sectional mortgage bonds who have notified the body corporate of their interests in terms of Rule 54(1)(b) of all matters which in his or her opinion detrimentally affect the value or amenity of the common property and any of the sections.

#### **49. Notice and Minutes to Managing Agent**

- (1) The Trustees shall give reasonable prior notice to the managing agent of all meetings of the Trustees and he may with the consent of the Trustees be present thereat.
- (2) The Trustees shall from time to time furnish to the managing agent copies of the minutes of all meetings of the Trustees and of the body corporate.

## **Meetings of Owners, 50 -67**

### **50. First meeting**

- (1) The first meeting of owners shall be held within sixty days of the establishment of the body corporate, at least seven days' notice of which shall be given in writing, and which notice shall be accompanied by a copy of the agenda of such meeting and details of the items referred to in sub-rule 2.
- (2) The agenda for the meeting convened under sub-rule (1), shall comprise at least the following:
  - (i) The consideration, confirmation or variation of the insurances effected by the developer or the body corporate;
  - (ii) The consideration, confirmation or variation of an itemised estimate of the anticipated income and expenses of the body corporate for the ensuing financial year;
  - (iii) The consideration and approval, with or without amendment, of the financial statements relating to the management, control and administration of the building from date of establishment of the body corporate to the date of notice of the meeting referred to in sub-rule (1);
  - (iv) Subject to section 47(2) of the Act, the taking of cession of such contracts relating to the management, control and administration of the building as may have been entered into by the developer for the continual management, control and administration of the building and the common property and in respect of which the developer shall be obliged to submit such contracts to the meeting;
  - (v) The appointment of an auditor, or where applicable, an accounting officer;
  - (vi) the election of Trustees;
  - (vii) Any restrictions imported or directions given in terms of section 39(1) of the Act; and
  - (viii) Determination of the domicilium citandi et executandi of the body corporate.

### **51. Annual General Meetings**

- (1) An annual general meeting shall be held within four (4) months of the end of each financial year.
- (2) Unless otherwise decided at a general meeting or by the Trustees, the financial year of the body corporate shall run from the first day of March in each year to the last day of February of the following year.

### **52. Special General Meetings**

All general meetings other than the annual general meeting shall be called special general meetings.

### **53. Convention of meetings**

The Trustees may whenever they think fit and shall upon a request in writing made either by owners entitled to 25 per cent of the total of the quotas of all sections or by any mortgagee holding mortgage bonds over not less than 25 per cent in number of the units, convene a special general meeting. If the Trustees fail to call a meeting so requested within fourteen days of the request, the owners or mortgagee concerned shall be entitled themselves to call the meeting.

### **54. Notice of General Meetings**

- (1) Unless otherwise provided for in the Act, at least fourteen days' notice of every general meeting specifying the place, within the magisterial district where the scheme is situated, or

such other place determined by special resolution of members of the body corporate, the date and the hour of the meeting and, in the case of special business, the general nature of such business, shall be given:

- (a) to all owners;
  - (b) to all holders of registered mortgage bonds over units who have advised the body corporate of their interest; and
  - (c) to the managing agent.
- (2) The holders of registered mortgage bonds and the managing agent referred to in sub-rule (1), shall have the right to attend the meeting herein referred to and to speak at such meetings, but shall not, in their respective capacities as such, be entitled to vote thereat.
  - (3) The notice referred to in sub-rule (1)(a) shall be deemed to have been sufficiently given and delivered if delivered in accordance with rule 39(2).
  - (4) The notice referred to in sub-rule (1) shall be accompanied by the documents referred to in rule 39(1), except in the case of a meeting contemplated in rule 50(1) or a special general meeting.
  - (5) Inadvertent omission to give the notice referred to in sub-rule (1) to any person entitled to such notice or the non-receipt of such notice by such person shall, save in the case of the persons contemplated in sub-rule (1)(b) not invalidate any proceedings at any such meeting.
  - (6) A general meeting of the body corporate may be called on shorter notice than that specified in sub-rule (1) hereof, provided it is so agreed by all persons entitled to attend.
  - (7) A special general meeting for the purposes of passing a unanimous or special resolution may be convened for a date 30 days or less after notice has been given to all the members of the body corporate if, in the opinion of the Trustees, it is necessary due to the urgency of a matter or due to the specific nature of a matter to convene the meeting with such shorter period of notice.

#### **55. Special business**

All business at any general meeting other than business referred to in rule 56(a), (b), (c) and (d) shall be special business.

#### **56. Compulsory items of Annual General Meeting agenda**

The following business shall be transacted at an annual general meeting:

- (a) The consideration of the financial statement and report referred to in rules 37 and 38;
- (b) the approval with or without amendment of: -
  - (i) the schedules of replacement values referred to in rule 29(1)(c); and
  - (ii) the estimate of income and expenditure referred to in rule 36;
- (c) the appointment of an auditor or an accounting officer;
- (d) the determination of the number of Trustees for the ensuing year;
- (e) the election of Trustees for the ensuing year;
- (f) any special business of which due notice has been given in terms of rule 54;
- (g) the giving of directions or imposing of restrictions referred to in section 39(1) of the Act;
- (h) the determination of the domicilium citandi et executandi of the body corporate; and
- (i) the confirmation by the auditor or accounting officer that any amendment, substitution, addition or repeal of the rules (as contemplated in section 35(5) of the Act) have been submitted to the Registrar of Deeds for filing as contemplated in section 35(5)(c) of the Act.

**57. Quorum**

- (1) No business shall be transacted at any general meeting unless a quorum of persons is present in person or by proxy at the time when the meeting proceeds to business.
- (2) A quorum at a general meeting shall be:
  - (a) in respect of general matters affecting all owners of sections, the number of Commercial Owners holding at least 35 per cent of the votes and the number of Residential Owners holding at least 35 per cent of the votes, present in person or by proxy or by representative recognised by law and entitled to vote;
  - (b) in respect of general matters affecting only the Commercial Portion, the number of Commercial Owners holding at least 35 per cent of the votes, present in person or by proxy or by representative recognised by law and entitled to vote;
  - (c) in respect of general matters affecting only the Residential Portion, the number of Residential Owners holding at least 35 per cent of the votes present in person or by proxy or by representative recognised by law and entitled to vote;
  - (d) in respect of general matters affecting only the Restaurant, the Restaurant Owner present in person or by proxy or by representative recognised by law and entitled to vote.
- (3) If a quorum of Commercial Owners is present only, they may proceed with the general meeting, despite the quorum of Residential Owners and/or the Restaurant Owner not being present, provided that no resolutions may be passed in respect of matters affecting the Residential Owners and/or the Restaurant Owner.
- (4) If a quorum of Residential Owners is present only, they may proceed with the general meeting, despite the quorum of Commercial Owners and/or the Restaurant Owner not being present, provided that no resolutions may be passed in respect of matters affecting the Commercial Owners and/or the Restaurant Owner.
- (5) If the Restaurant Owner is present, he may proceed with the general meeting, despite the quorum of Commercial Owners and/or the Residential Owners not being present, provided that no resolutions may be passed in respect of matters affecting the Commercial Owners and/or the Residential Owners.
- (6) In respect of all general meetings, the Trustees shall by way of a majority resolution of the Commercial Trustees and a majority resolution of the Residential Trustees, as far as may be applicable, and in accordance with Management Rule 31(1), divide the matters to be dealt with into:
  - (a) Matters reserved for the attention and decision of the Commercial Owners;
  - (b) Matters reserved for the attention and decision of the Residential Owners;
  - (c) Matters reserved for the attention and decision of the Restaurant Owners;
  - (d) Matters of general concern for the attention and decision of all the owners;and such decision and division shall be final and binding on the Trustees.
- (7) If the Trustees are unable to agree upon the division referred to in sub-rule (6) above, the Trustees shall appoint a Referee for his decision as to the division or classification of the matter. The chairman of the Trustees shall forthwith refer the matter to the referee and the referee shall give his decision within 7 (seven) days of the request by the chairman. Immediately on receipt of the decision of the referee the chairman shall provide each Trustee with a copy of the referee's decision. The decision of the referee as to the division or classification of the matter shall be binding upon the Trustees and upon the owners.

**58. Adjournment due to lack of quorum**

If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time, and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the owners present in person or by proxy and entitled to vote shall form a quorum.

**59. Chairman**

- (1) The chairman, if any, of the Trustees shall preside as chairman at every general meeting of the body corporate, unless otherwise resolved by members of the body corporate at such meeting.
- (2) If there is no such chairman or if, at any meeting, the chairman of the Trustees is not present within fifteen minutes after the time appointed for the holding of the meeting, or if he is unwilling or unable to act as chairman, the members present shall elect a chairman for such meeting.

**60. Voting procedure**

- (1) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless either prior to or on the declaration by the chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.
- (2) Unless a poll be so demanded, a declaration by the chairman that a resolution has on the show of hands been carried, shall be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (3) A demand for a poll may be withdrawn.

**61. Poll procedure**

A poll, if demanded, shall be taken in such a manner as the chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

**62. Value of votes by show of hands**

On a show of hands the owner or owners of a section, or if the owner is a juristic person, its proxy, shall have one vote for each section owned: Provided that the chairman shall be entitled, in his discretion, to change the manner of voting to one by poll and not by show of hands.

**63. Value of votes for special or unanimous resolutions or on a poll**

For the purpose of a unanimous or special resolution (with or without a ballot), or on a poll the value of the vote of the owner or owners of a section shall be reckoned in accordance with a determination made in terms of section 32(4) of the Act or, in the absence of this determination, in accordance with participation quotas.

**64. No Vote in Certain Circumstances**

Except in cases where a special resolution or unanimous resolution is required under the Act, an owner shall not be entitled to vote at any general meeting, if-

- (a) any contributions payable by him in respect of his section and his undivided share in the common property have not been duly paid; or



- (b) he persisted in breach of any of the conduct rules referred to in section 35(2)(b) of the Act, notwithstanding written warning by the Trustees or managing agent to refrain from breaching such rule:

Provided that any mortgagee shall be entitled to vote as such owner's proxy at any general meeting, even though paragraph (a) or the a foregoing provisions of this paragraph may apply to such owner.

**65. Voting by trustee for beneficiary**

Where an owner of a section is as such a trustee for a beneficiary, he shall exercise the voting rights in respect of the section to the exclusion of persons beneficially interested in the trust and such persons shall not be entitled to vote.

**66. Joint voters**

- (1) When two or more persons are entitled to exercise one vote jointly, that vote shall be exercised only by a person (who may or may not be one of them) jointly appointed by them as their proxy.
- (2) Notwithstanding sub-rule (1), where two or more persons are entitled to exercise one vote jointly, any one of them may demand a poll.

**67. Proxies**

- (1) Votes at a general meeting may be cast either personally or by proxy, whether on a poll or on a show of hands.
- (2) A proxy shall be appointed in writing under the hand of the appointer, or his agent duly appointed in writing, and shall be handed to the Chairman prior to the commencement of the meeting: Provided that the a foregoing provisions shall not apply in the case of any proxy created and contained in any registered mortgage bond, if such mortgage bond is produced at the meeting.
- (3) A proxy need not be an owner, but shall not be the managing agent or any of his or her employees, or an employee of the body corporate.

**Duties of Owners and Occupiers of Sections, 68-70**

**68. Statutory and general**

- (1) In addition to his obligations in terms of section 44 of the Act, an owner:
  - (i) 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.
  - (ii) shall not contravene, or permit the contravention, of any law, by-law, ordinance, proclamation or statutory regulation, or the conditions of any licence, 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 an other section or to his exclusive use area or any other exclusive use area;
  - (iii) 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;
  - (iv) shall not do anything to his section or exclusive use area which is likely to prejudice the harmonious appearance of the building;
  - (v) shall, when the purpose for which an exclusive use area is intended to be used, is shown expressly or by implication on or by a registered sectional plan, not use, nor

permit such exclusive use area to be used, for any other purpose: Provided that with the written consent of all owners such exclusive use area may be used for another purpose;

- (vi) shall not construct or place any structure or building improvement on his exclusive use area, without the prior written consent of the Trustees, which shall not be unreasonably withheld and that the provisions of section 24 and section 25 or other relevant provisions of the Act or the rules, will not be contravened.
  - (vii) shall maintain the hot water installation which serves his section, or, where such installations serves more than one section, the owners concerned shall maintain such installations 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.
- (2) An owner who exercises his rights in terms of section 60(3) of the Act shall bear all costs to give effect thereto.
  - (3) **The letting of a Commercial Section shall be in compliance with the local authority by-laws and the zoning scheme.**
  - (4) **The Residential Sections shall be used for residential purposes only in compliance with the local authority by-laws and the zoning scheme. No business of any nature whatsoever shall be conducted in the Residential Portion.**
  - (5) **Lift numbers 1 and 3 (L4083 – the Service Lift and L4085 – the Passenger Lift) shall be primarily used by the Residential Owners, but the Restaurant may use the lifts during the hours as prescribed by the Residential Trustees from time to time and provided that the Restaurant Owner shall contribute towards the maintenance expenses of the lift.**

#### **69. Binding nature**

The provisions of these rules and of the conduct rules, and the duties of the owner in relation to the use and occupation of sections and common property shall be binding on the owner of any section and any lessee or other occupant of any section, and it shall be the duty of the owner to ensure compliance with the rules by his lessee or occupant, including employees, guests and any member of his family, his lessee or his occupant.

#### **70. Owner's failure to maintain**

If an owner:

- (a) fails to repair or maintain his section in a state of good repair as required by section 44(1)(c) of the Act; or
- (b) 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 owner.

#### **71. Determination of disputes by arbitration**

- (1) Any dispute between the body corporate and an owner or between owners arising out of or in connection with or related to the Act, these rules or the conduct rules, save where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined in terms of these rules.

- (2) If such a dispute or complaint arises, the aggrieved party shall notify the other affected party or parties in writing and copies of such notification shall be served on the Trustees and the managing agents, if any and should the dispute or complaint not be resolved within 14 days of such notice, either of the parties may demand that the dispute or complaint be referred to arbitration: Provided that, if an owner declares a dispute with the body corporate, it shall be sufficient notice if notification is served on the Trustees and managing agents, if any, and such owner will not be required to serve notice on each of the other owners.
- (3) Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties appoint an arbitrator who shall be an independent and suitable experienced and qualified person as may be agreed upon between the parties to the dispute.
- (4) If the parties cannot agree as to the arbitrator to be appointed in terms of sub-rule (3) within 3 days after the arbitration has been demanded, the registrar of deeds for the deeds registry in which the scheme is registered or his or her nominee shall upon written application and subject to payment of the prescribed fee, in writing appoint an arbitrator within 7 days after he or she has been required to make the appointment so that the arbitration can be held and concluded without delay.
- (5) Arbitration shall be held informally or otherwise as the arbitrator may determine. The arbitrator shall have the right to demand that the party demanding the arbitration furnish the arbitrator with security for payment of the costs of the arbitration in such amount and form as the arbitrator may determine, failing which the arbitration shall not proceed with. Where possible, the arbitration shall be concluded within 21 days after the matter has been referred to arbitration in terms of sub-rule (2) or security for costs has been furnished.
- (6) The arbitrator shall make his or her award within 7 days from the date of the completion of the arbitration and shall, in making his or her award, have regard to the principles laid down in terms of these rules. The arbitrator may determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine, and as he or she, in his or her discretion, may deem appropriate having regard to the outcome of the arbitration.
- (7) The decision of the arbitrator shall be final and binding and may be made an order of the High Court upon application of any party to or affected by the arbitration.
- (8) Notwithstanding that the Arbitration Act 42 of 1965, makes no provision for joining of parties to an arbitration without their consent thereto, should a dispute arise between the body corporate and more than one owner or between a number of owners arising out of the same or substantially the same cause of action, or where substantially the same order would be sought against all the parties against whom the dispute has been declared, such parties shall be automatically joined in the arbitration by notice thereof in the original notice of dispute given in terms of sub-rule (2).

## 72. Signage

- (1) No signage of any nature whatsoever may be erected or installed on the building without the prior written consent of the Trustees. The Trustees may give their consent subject to such conditions as they may determine from time to time, one of which will be that all electricity drawn will be for the account of **the owner of the section.**

**73. Creation and allocation of exclusive use areas (stores)**

- (1) In accordance with section 27A of the Act rights of exclusive use of portions of the common property are hereby conferred upon members of the body corporate, being the registered owners of the sections in the scheme as stipulated hereunder.**
- (2) The portions of the common property referred to in sub-rule (1) above, are the areas marked "Store" and distinctively numbered on the plans marked "A", attached to these rules, being layout plans drawn to scale of the affected portions of the common property.**
- (3) The areas, which are referred to in sub-rule (2) above, hereinafter called stores, shall be used for the purpose of stores and related purposes.**
- (4) The said exclusive use areas are hereby allocated to the owners of sections (related sections), as set out in the Schedule, attached hereto, marked "B".**
- (5) When the related section is transferred, the new owner of the related section will automatically obtain the right of exclusive use of the related exclusive use area.**
- (6) The rights created in accordance with this rule, are not real rights as aimed in article 27(6) of the Act.**
- (7) The exclusive use areas created, allocated and held in accordance with this rule, shall be considered as exclusive use areas for the purposes of:**
  - (a) the imposition and recovery of levies, as aimed in section 37(1)(b) of the Act and Management Rule 31;**
  - (b) the maintenance thereof by the body corporate pursuant to section 37(1)(j) of the Act, subject to the duties of the owner of the related section to keep his exclusive use area in a clean and neat condition, as stipulated in section 44(1)(c) of the Act;**
  - (c) the usage thereof by, and the conduct of owners or occupiers of related sections who use it;**
  - (d) the authority of the Trustees to consider and allow or to refuse the erection of a structure or improvement on an exclusive use area, as contemplated in Management Rule 68(1)(vi).**
- (8) An exclusive use area created in terms of this rule may only be cancelled by way of a suitable amendment of this rule by unanimous resolution of the members of the body corporate, provided that the written consent is obtained from the owner of the related section.**

SCHEDULE OF ALLOCATION OF EXCLUSIVE USE AREAS (STORES)

Exclusive Use Areas	Allocated to the owners of sections (related sections)
STORE 2.1	Allocated to the owners of section numbers * to * (the Commercial Owners)
STORE 3.1	Allocated to the owners of section numbers * to * (the Commercial Owners)
STORE 3.5 (OFFICE/BOARD ROOM)	Allocated to the owners of section numbers * to * (the Residential Owners)
STORE 3.6 (WORKSHOP)	Allocated to the owners of section numbers * to * (the Residential Owners)
STORE 3.7	Allocated to the owner of section number 32 (the Restaurant Owner)
STORE 4.5	Allocated to the owners of section numbers * to * (the Residential Owners)
STORE 4.9	Allocated to the owners of section numbers * to * (the Residential Owners)
STORE 5.3	Allocated to the owner of section number 32 (the Restaurant Owner)
STORE 5.6	Allocated to the owners of section numbers * to * (the Commercial Owners)
STORE 5.7	Allocated to the owners of section numbers * to * (the Commercial Owners)
STORE 6.1	Allocated to the owners of section numbers * to * (the Commercial Owners)

**JOHN ROSS HOUSE BODY CORPORATE  
SCHEDULE OF COST ALLOCATIONS**

	RESIDENTIAL	COMMERCIAL		
		SECTIONS 1-31	SECTION 32	
TOTAL SQUARE METRES INCL. PARKING BAYS	54373	35350	18086	937
TOTAL PQ	65.01	33.27	33.27	1.72
AUDIT FEE	65.01%	33.27%		1.72%
AIRCON COSTS	ACTUAL	100.00%		ACTUAL
BANK CHARGES	65.01%	33.27%		1.72%
CLEANING MATERIALS (EACH OWN CONTRACTS) - CLEANING CONTRACT	ACTUAL	ACTUAL		ACTUAL
CLEANING OF PARKING AREAS ( SAME AS PARKING SPLIT BELOW)				
ELECTRICITY - ACTUAL OR PQ SPLIT - NOTE 5	65.01%	33.27%		1.72%
INSURANCE - ACTUAL OR PQ SPLIT - NOTE 5	65.01%	33.27%		1.72%
INSURANCE SASRIA - ACTUAL OR PQ SPLIT - NOTE 5	65.01%	33.27%		1.72%
LIFT SERVICE - ACTUAL AS PER LIFT CONTRACT AND LIFT NO.	ACTUAL	ACTUAL		ACTUAL
LIFT MAINTENANCE (SEE ATTACHED ANNEXURE C)	CONTRACT	CONTRACT		CONTRACT
UNIT 32 TO PAY 25% OF LIFT NO 1 - NOTE 6 / 7	75.00%			25.00%
UNIT 32 TO PAY 25% OF LIFT NO 3 - NOTE 6 / 7	75.00%			25.00%
MANAGEMENT FEE	65.01%	33.27%		1.72%
PROFESSIONAL SERVICES - ACTUAL OR PQ SPLIT - NOTE 5	65.01%	33.27%		1.72%
PRINTING & STATIONERY - ACTUAL OR PQ SPLIT - NOTE 5	65.01%	33.27%		1.72%
MUNICIPAL REFUSE SERVICE		98.00%		2.00%
MUNICIPAL REFUSE BIN HIRE - ACTUAL USAGE	CURRENTLY X 14 BINS	CURRENTLY X 8 BINS		CURRENTLY X 2 BINS
OTHER REFUSE REMOVAL	ACTUAL	ACTUAL		ACTUAL
REPAIRS & MAINTENANCE				
R & M PAINTING, SPALLING ETC - OR ACTUAL - NOTE 5	65.01%	33.27%		1.72%
PLUMBING (EACH OWN) - OR PQ IF COMMON - NOTE 5	ACTUAL	ACTUAL		ACTUAL
FIRE EQUIPMENT - NOTE 3	ACTUAL	ACTUAL		ACTUAL
SPRINKLERS	36.00%	62.00%		2.00%
GENERATOR	60.00%	35.00%		5.00%
WATER PUMPS / VALVES - NOTE 3	60.00%	35.00%		5.00%
ROLLER SHUTTER DOORS	49.00%	49.00%		2.00%
ENTRANCE & EXIT 1 & REFUSE AREA		100.00%		
ENTRANCE 2 - LEVEL 1		53.00%		2.00%
ENTRANCE 3 - LEVEL 2, 3, 4 & 5	45.00%	100.00%		
EXIT 4 - LEVEL 2		100.00%		
EXIT 5 - LEVEL 3, 4 & 5	49.00%	49.00%		2.00%
EXIT 6 - LEVEL 1		100.00%		
EXIT 7 - BEHIND SHOPS		100.00%		
R & M PARKING		100.00%		
LEVEL 1	45.00%	53.00%		2.00%
LEVEL 2-4		100.00%		
LEVEL 5		100.00%		
PODIUM		100.00%		
SECRETARIAL FEES - PRINTING & STATIONERY - NOTE 5	65.01%	33.27%		1.72%
SECURITY SERVICES (EACH OWN CONTRACTS) - NOTE 5	ACTUAL	ACTUAL		ACTUAL
SECURITY SYSTEM (EACH OWN CONTRACTS) - OR NOTE 5	ACTUAL	ACTUAL		ACTUAL
TELEPHONES (EACH OWN CONTRACTS)	ACTUAL	ACTUAL		ACTUAL
VAT	ACTUAL	ACTUAL		ACTUAL
WATER (UNTIL METER THEN ACTUAL BALANCE) - NOTE 4	65.01%	33.27%		1.72%
WAGES CLEANERS (EACH OWN CONTRACTS) - NOTE 5	ACTUAL	ACTUAL		ACTUAL
WAGES SUPERVISORS (EACH OWN CONTRACTS) - NOTE 5	ACTUAL	ACTUAL		ACTUAL
WAGES HANDYMAN (EACH OWN CONTRACTS) - NOTE 5	ACTUAL	ACTUAL		ACTUAL
REVOLVING MECHANICS	-	-		100.00%

NOTE 1 SUBJECT TO SPECIFIC INFORMATION BEING AVAILABLE REGARDING DAMAGE TO BUILDING IN WHICH CASE SPECIFIC COSTS WILL BE CHARGED TO EITHER COMMERCIAL, RESIDENTIAL OR RESTURANT DEPENDANT UPON WHO IS RESPONSIBLE OR WHERE POSSIBLE THE ACTUAL OFFENDOR.

NOTE 2 THESE FIGURES ARE SUBJECT TO CHANGE DEPENDANT UPON SALE OF PARKING, WATER METER INSTALLATION, PLUS OTHER UNFORSEEN FACTORS ETC

NOTE 3 UNLESS COMMON CONTRACT AREAS - THEN IT WILL REVERT TO PQ SPLIT

NOTE 4 WATER TO BE SPLIT PER PQ, ONLY ONCE THE TOTAL FREE KL FOR RESIDENTIAL IS 1ST DEDUCTED OFF MAIN ACCOUNT

NOTE 5 PER PQ IF ONE CONTRACT IF NOT THEN EACH TO PAY HIS OWN

NOTE 6 DAMAGES TO LIFT 1 AND 3 CAUSED BY ROMA REVOLVING DUE TO RUBBISH BINS ETC 100% OF THE COST TO BE FOR THEM. THIS ALSO INCLUDES DAMAGES TO LIFT WATER PUMPS ETC.

NOTE 7 ROMA - LIFTS 1 & 3 MAY ONLY BE USED DURING 9.30 - 11.30, NO MORE THEN 2 HOURS A DAY, AND NOT DURING PEAK PERIODS

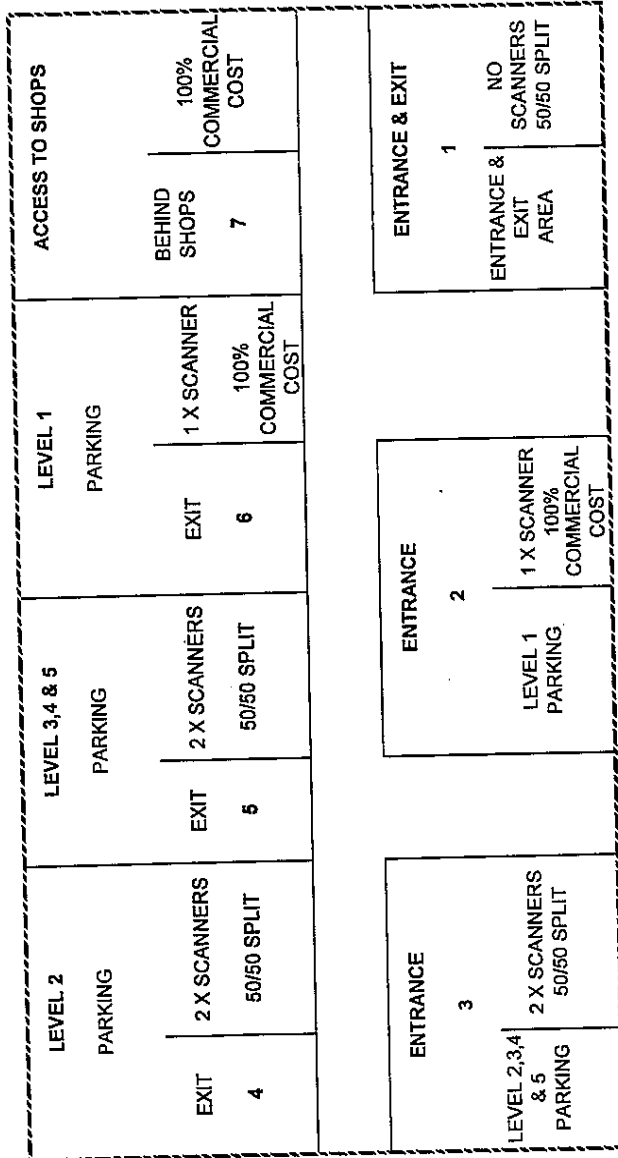
AUGUST 2010

# JOHN ROSS HOUSE (2/2)

ROLLER SHUTTER DOORS

MILLS LANE →

MARGARET ROAD - ROAD



← JOHNSON LANE

## ANNEXURE C

BLOCK	LIFT NO.	DESCRIPTION	RESIDENTIAL	COMMERCIAL	ROMA
A Block	L 4083	Lift No 1 - Service Lift	<input checked="" type="checkbox"/>		PORTION
A Block	L 4084	Lift No 2 - Passenger Lift	<input checked="" type="checkbox"/>		
A Block	L 4085	Lift No 3 - Passenger Lift	<input checked="" type="checkbox"/>		PORTION
A Block	L 4086	Lift No 4 - Roma Revolving Restaurant Lift			<input checked="" type="checkbox"/>
B Block	L 4087	Lift No 5 - Service Lift	<input checked="" type="checkbox"/>		
B Block	L 4088	Lift No 6 - Passenger Lift	<input checked="" type="checkbox"/>		
B Block	L 4089	Lift No 7 - Passenger Lift	<input checked="" type="checkbox"/>		
B Block	L 4090	Lift No 8 - Passenger Lift	<input checked="" type="checkbox"/>		
Podium	DE 1908	Lift A - Passenger Lift		<input checked="" type="checkbox"/>	
Podium	DE 1909	Lift B - Passenger Lift		<input checked="" type="checkbox"/>	
Office Block	DE 1910	Lift No 12 - Passenger Lift		<input checked="" type="checkbox"/>	
Office Block	DE 1911	Lift No 11 - Passenger Lift		<input checked="" type="checkbox"/>	
Office Block	DE 1912	Lift No 10 - Passenger Lift		<input checked="" type="checkbox"/>	
Office Block	DE 1913	Lift No 9 - Service Lift		<input checked="" type="checkbox"/>	

AUGUST 2010



**THE BODY CORPORATE OF THE JOHN ROSS HOUSE SECTIONAL TITLE SCHEME**  
**SS No. 448/2001**

**UNANIMOUS RESOLUTION**

*In terms of section 35(2)(a) of the Sectional Titles Act, No. 95 of 1986 (the Act) to adopt the new Management Rules (as attached hereto), including Management Rule 73 creating and allocating rights of exclusive use to portions of the common property to owners in accordance with section 27A of the Act, in substitution and amendment of the existing Management Rules*

DUE NOTICE has been given of the intention to procure a unanimous resolution in terms of section 1 of the Act and a quorum of at least 80% of the members in number and value is present in person and by proxy.

NOW THEREFORE IT IS HEREBY RESOLVED by unanimous resolution in terms of section 35(2)(a) of the Act, that the new Management Rules (as attached hereto), including Management Rule 73 creating and allocating rights of exclusive use to portions of the common property to owners in accordance with section 27A of the Act, are adopted in substitution and amendment of the existing Management Rules, subject to compliance with the following conditions.

1. The Trustees are hereby authorised and instructed to sign all documentation on behalf of the body corporate as may be necessary to give effect to this resolution.
2. The Trustees shall ensure that the new Management Rules are duly filed in the Deeds Registry, and the new Management Rules will come into operation on the date of filing thereof.

SO RESOLVED at

on

\_\_\_\_\_  
TRUSTEE/MANAGING AGENT

\_\_\_\_\_  
TRUSTEE

**THE BODY CORPORATE OF THE JOHN ROSS HOUSE SECTIONAL TITLE SCHEME**  
**SS No. 448/2001**

**UNANIMOUS RESOLUTIONS**

*In terms of section 48 of the Sectional Titles Act, No. 95 of 1986 (the Act) for the deemed destruction of Section 9, and the reversion thereof to common property and there after to convert the area to parking bays and to create exclusive use areas (parking bays) in respect of the portion of the common property and to transfer the rights of exclusive use to owners of sections in terms of sections 27(2) and (3) of the Act*

DUE NOTICE has been given of the intention to procure unanimous resolutions in terms of section 1 of the Act and a quorum of at least 80% of the members in number and value is present in person and by proxy.

NOW THEREFORE IT IS HEREBY RESOLVED by unanimous resolution in terms of section 48 of the Act, that section 9 in the building (the crèche area) shall be deemed to be destroyed and shall revert to the common property, with the consent of the owner of Section 9 (hereinafter referred to as the Owner) and all the holders of registered sectional mortgage bonds and registered real rights and free of compensation to the Owner, subject to compliance with the conditions set out below;

AND IT IS HEREBY FURTHER RESOLVED by unanimous resolutions in terms of sections 27(2) and (3) of the Act, that the area (the destroyed Section 9) shall be converted into parking bays and the parking bays shall be delineated sectional plans as exclusive use areas and that the Trustees shall cede the rights of exclusive use to the parking bays to the owner of Section 9 free of compensation to the body corporate, subject to compliance with the following conditions:

Exclusive use areas (Parking Bays)	Owners of sections
Parking bay No. 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 438, 439, 440	Section 9

1. The Trustees are hereby authorised and instructed to sign all documentation on behalf of the body corporate as may be necessary to give effect to the resolutions.
2. The Trustees shall instruct a land surveyor to prepare the sectional plans in respect of the destruction of Section 9 and the reversion thereof to the common property and to delineate the exclusive use areas on the sectional plan and to obtain the approval thereof by the Surveyor-General.
3. The Trustees shall instruct an attorney to attend to registration of the destruction of Section 9 and the cession of the exclusive use areas from the body corporate to the Owner by notarial cession.
4. The Owner shall take all steps and sign all documents as may be necessary to give effect to these resolutions.

5. The Owner shall be liable for the costs of the land surveyor and the Surveyor-General with regard to the preparation and approval of the sectional plans.
  
6. The Owner shall be liable for the costs of the attorney and all costs of and incidental to the registration of the destruction of Section 9 and the notarial cession in respect of the exclusive use areas (parking bays), including the transfer fees, registration fees, deeds office fees, transfer duty (if applicable), municipal rates (if applicable), costs of a municipal rates clearance certificate and levy clearance certificate.

SO RESOLVED at

on

\_\_\_\_\_  
TRUSTEE/MANAGING AGENT

\_\_\_\_\_  
TRUSTEE

**THE BODY CORPORATE OF THE JOHN ROSS HOUSE SECTIONAL TITLE SCHEME**  
**SS No. 448/2001**

**UNANIMOUS RESOLUTIONS**

*In terms of sections 27(2) and 27(3) of the Sectional Titles Act, No. 95 of 1986 (the Act) to create new exclusive use areas and to transfer the rights of exclusive use to owners of sections*

DUE NOTICE has been given of the intention to procure a unanimous resolution in terms of section 1 of the Act and a quorum of at least 80% of the members in number and value is present in person and by proxy.

NOW THEREFORE IT IS HEREBY RESOLVED by unanimous resolutions in terms of sections 27(2) and (3) of the Act, that the following areas as indicated on the attached draft plans shall be delineated on the sectional plans as exclusive use areas and that the Trustees shall cede the rights of exclusive use to the areas to the following Owners of sections (hereinafter referred to as the Owners), subject to compliance with the following conditions:

Exclusive use areas	to the Owner/s of section number/s
5 Parking bays on the ground floor podium level - Margaret Mncadi Avenue side	Section 1 -31
8 Parking bays behind Spar to Mills Lane Side	Section 1 -31
Parking Bays 60A, 60B, 60C and 60D (level 1)	Section 1 -31
Parking Bays 147A and 147B (level 3)	Section 1 -31
Parking Bays 229A, 229B and 229C (level 4)	Section 1 -31
Parking Bays 317A and 317B (level 4)	Section 1 -31
Parking Bay 356A	Section 1 -31
Garden Area	Section 1 -31
Refuse room	Section 1 -31
Other exclusive use areas	Section 1 -31
Parking Bay PB402	Section 1 -31
Parking Bay PB403	Section 1 -31
Parking Bay PB404	Section 1 -31
Parking Bay PB405	Section 1 -31
Parking Bay PB406	Section 1 -31
Parking Bay PB407	Section 1 -31
Parking Bay PB408	Section 1 -31
Parking Bay PB409	Section 1 -31
Parking Bay PB410	Section 1 -31
Parking Bay PB411	Section 1 -31
Parking Bay PB412	Section 1 -31
Parking Bay PB413	Section 1 -31
Parking Bay PB414	Section 1 -31
Parking Bay PB415	Section 1 -31
Parking Bay PB416	Section 1 -31
Parking Bay PB417	Section 1 -31

Parking Bay PB418	Section 1 -31
Parking Bay PB419	Section 1 -31
Parking Bay PB420	Section 1 -31
Parking Bay PB421	Section 1 -31
Parking Bay PB422	Section 1 -31
Parking Bay PB423	Section 1 -31
Parking Bay PB424	Section 1 -31
Parking Bay PB425	Section 1 -31
Parking Bay PB426	Section 1 -31
Parking Bay PB427	Section 1 -31
Parking Bay PB428	Section 1 -31
Parking Bay PB429	Section 1 -31
Parking Bay PB430	Section 1 -31
Parking Bay PB431	Section 1 -31
Parking Bay PB432	Section 1 -31
Parking Bay PB433	Section 1 -31
Parking Bay PB434	Section 1 -31
Parking Bay PB435	Section 1 -31

1. No compensation shall be payable by the Owners to the body corporate.
2. The Trustees are hereby authorised and instructed to sign all documentation on behalf of the body corporate as may be necessary to give effect to this resolution.
3. The Trustees shall instruct a land surveyor to delineate the exclusive use areas on the sectional plan and to obtain the approval thereof by the Surveyor-General.
4. The Trustees shall instruct an attorney to attend to the registration of the cessions of the exclusive use areas to the respective Owners by notarial cessions in the Deeds Registry.
5. The Owners shall take all steps and sign all documents as may be necessary to give effect to this resolution.
6. The Owners shall be jointly liable for the costs of the land surveyor or architect and the Surveyor-General with regard to the preparation and approval of the sectional plan.
7. Each Owner obtaining a right of exclusive use shall be liable for the costs of the attorney and all costs of and incidental to the registration of the notarial cession in respect of his/her/its exclusive use area, including the transfer fees, registration fees, deeds office fees, transfer duty (if applicable), municipal rates (if applicable), costs of a municipal rates clearance certificate and levy clearance certificate.

SO RESOLVED at

on

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TRUSTEE/MANAGING AGENT

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TRUSTEE

SECTIONAL PLAN No. SS	SHEET 1	S.G. No. D
Registered at Pietermaritzburg	OF	Approved
Registrar of Deeds Date:	10 SHEETS	for Surveyor-General Date:
<b>AMENDING SECTIONAL PLAN OF SUBDIVISION OF SECTIONS 3 AND 5 IN TERMS OF SECTION 21 (and affects Sectional Plan S.G. No. D 264/2001 and SS 448/2001)</b>		
<p><b>NAME OF SCHEME : JOHN ROSS HOUSE</b></p> <p><b>DESCRIPTION OF LAND ACCORDING TO DIAGRAM : REMAINDER OF ERF 10618 DURBAN</b> situate in the Ethekwini Municipality : Central Entity Registration Division - FU , Province of Kwazulu-Natal , measuring 8284 Square Metres</p> <p><b>DIAGRAM No. : S.G. No. 2105/1968</b></p> <p><b>NAME OF LOCAL AUTHORITY : Ethekwini Municipality</b></p> <p><b>DESCRIPTION OF BUILDINGS : One building, namely</b> (a) Building 1 as on Sheet 1 of Sectional Plan S.G. No D 264/2001 and SS 448/2001 (b) Building 1 also comprising Sections 33 - 37 (being subdivisions of Sections 3 and 5)</p> <p><b>ENCROACHMENTS ON THE LAND : Nil</b></p> <p><b>EXCLUSIVE USE AREAS : See Sheet 3</b></p> <p><b>CERTIFICATE : I, Kevin Harold Harvey, hereby certify that I have prepared sheets 1 to</b> inclusive of this sectional plan from survey in accordance with the provisions of the Sectional Titles Act, 1986, and the regulations promulgated thereunder.</p> <p>Date 02-04-2010 Signed .....</p> <p>Registration Number PLS 0805-D</p> <p style="text-align: right;">Professional Land Surveyor <b>CLIFF HARVEY AND PARTNERS</b> 3A Stedman Mews 128 Jan Hofmeyer Road Westville 3629</p>		
Survey Records No.	Compilation : Dbn S39	

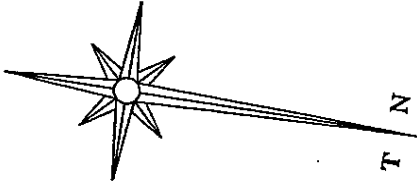
SHELL 2 OF 10 SHEETS  
 AMENDING SECTIONAL PLAN  
 OF EXTENSION OF SECTION  
 (and affects sectional plan  
 S.G. No. D264/2001, SS 448/2001)

S.G. No. D  
 Approved  
 for Surveyor-General

DATA - MAIN FIGURE

SIDES	METRES	DIRECTIONS
A-B	9.42	169.32.10
B-C	12.97	260.24.50
C-D	4.83	340.68.30
D-E	12.94	259.26.40
E-F	115.22	349.28.40
F-G	27.84	78.27.40
G-H	13.44	80.26.50
H-J	41.31	81.19.40
J-K	68.55	169.27.30
K-L	25.05	261.06.50
L-M	42.07	169.49.40
M-A	31.41	256.42.50

Radius of Curve GH = 274.32m

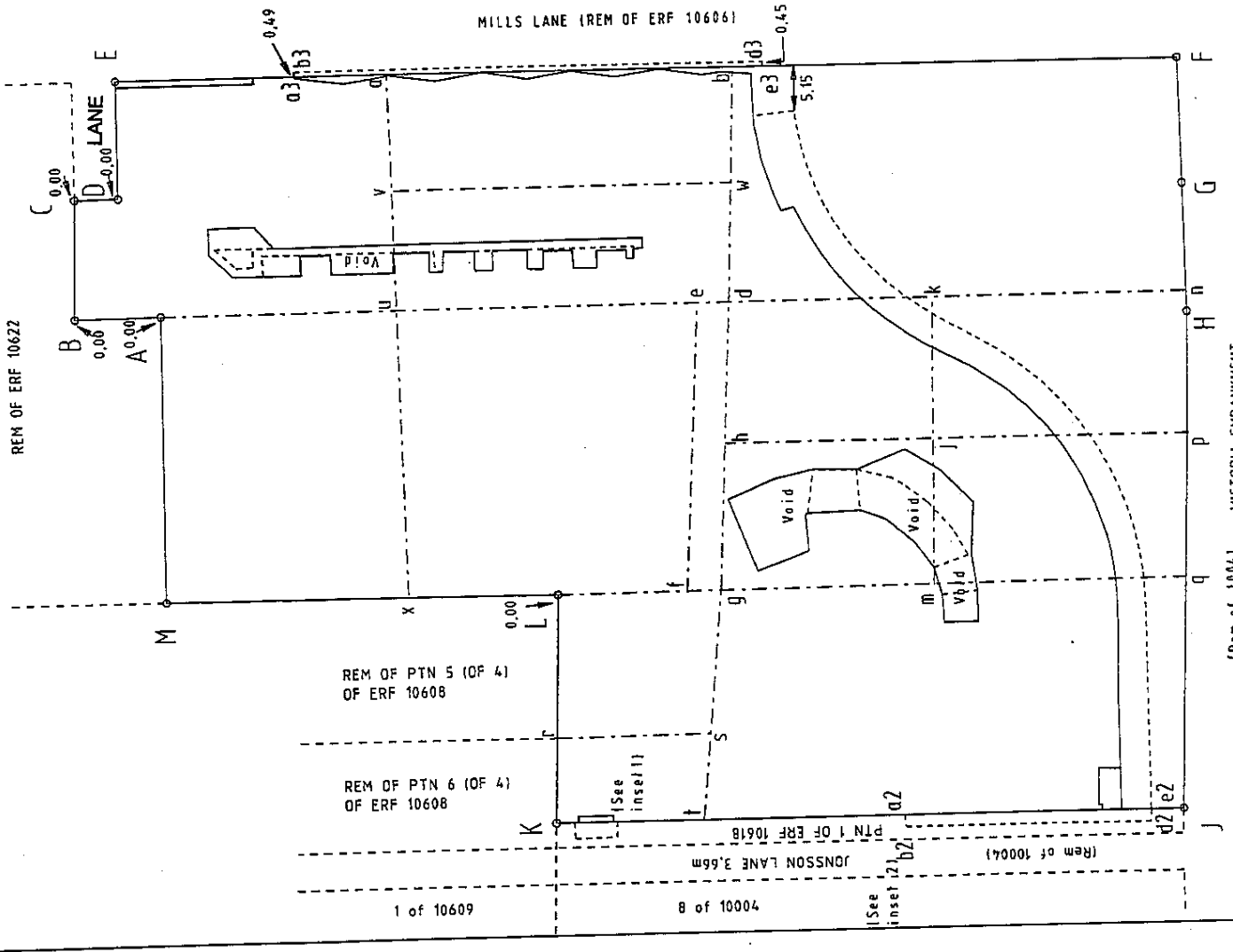


Notes:

- The figure A B C D E F G curve H J K L M represents Remainder of Erf 10618 Durban - FU
- All measurements are given in meters.
- Boundary date adopted from S.R. No. 709/2000.
- The figure at b1 d1 e1 f1 g1 h1 m1 represents an overhanging Encroachment (Cladding - architectural feature). Vide City of Durban Encroachment Permit No. 5572.
- The figure a2 b2 a2 e2 represent an overhanging encroachment (Concrete cantilever canopy - architectural feature). Vide City Durban Encroachment Permit No. 3925.
- The figure a3 b3 a3 e3 represent an overhanging encroachment (Concrete cantilever canopy - architectural feature). Vide City Durban Encroachment Permit No. 3925.
- The broken lines lettered xva : fe : fsg : hdb : mjk : rs : lf : gmg : Auedkn and vw represents consolidation component lines.
- denotes projections above ground level beyond external surfaces of the building at ground level.
- See Sheet 3 for insets

JOHN ROSS HOUSE  
 DRAWING TITLE :  
 BLOCK PLAN

CLIFF HARVEY AND PARTNERS Signed  
 LAND SURVEYORS  
 3A Stedman Mews  
 128 Jan Hofmeyer Road  
 WESTVILLE  
 3629  
 Date 21-05-2010  
 SCALE 1 : 500





SHEET 3 OF 10 SHEETS

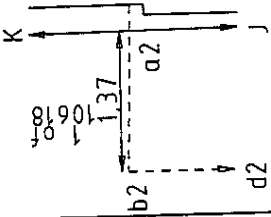
S.G. No. D

AMENDING SECTIONAL PLAN  
OF EXTENSION OF SECTION  
(and affects sectional plan  
S.G. No. D264/2001, SS 448/2001)

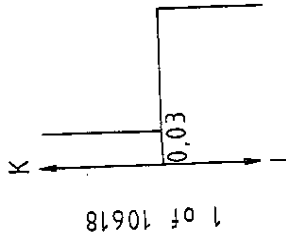
Approved

for Surveyor-General

INSET 2  
SCALE 1:50

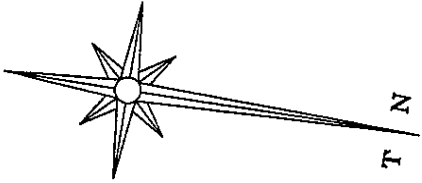
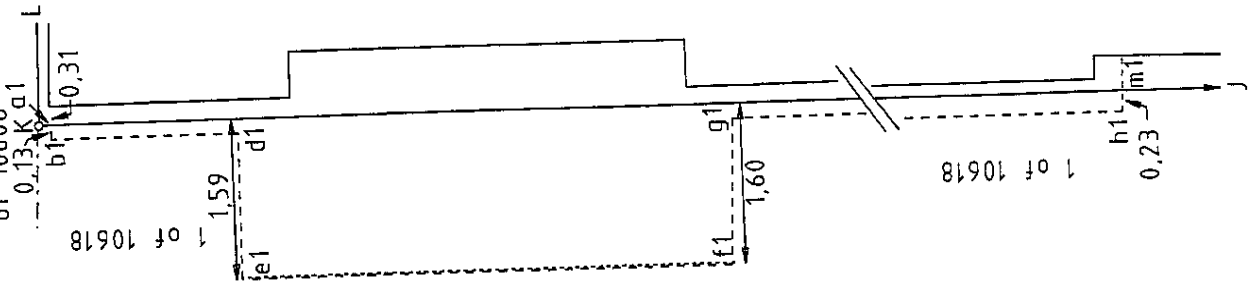


INSET 3  
SCALE 1:5



INSET 1  
Scale 1:50

Rem of 6 (of 4)  
of 10608



NOTES

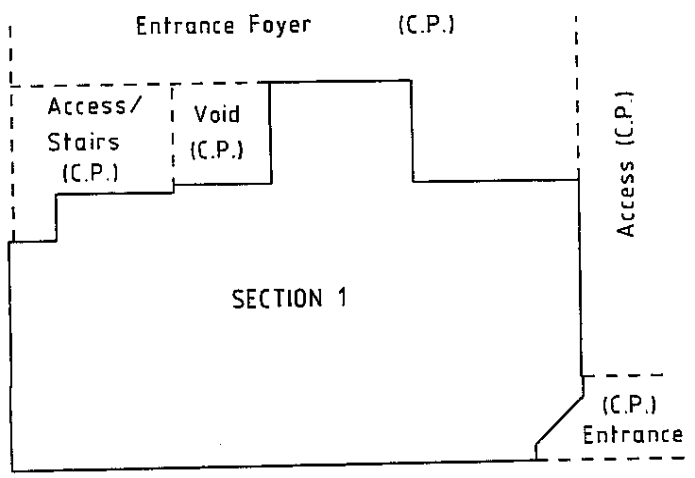
1. For main figure see Sheet 2

CLIFF HARVEY AND PARTNERS  
LAND SURVEYORS  
3A Siedman Mews  
128 Jan Hofmeyer Road  
WESTVILLE  
3629

Signed  
Date 21-05-2010

JOHN ROSS HOUSE  
DRAWING TITLE :  
BLOCK PLAN : INSETS

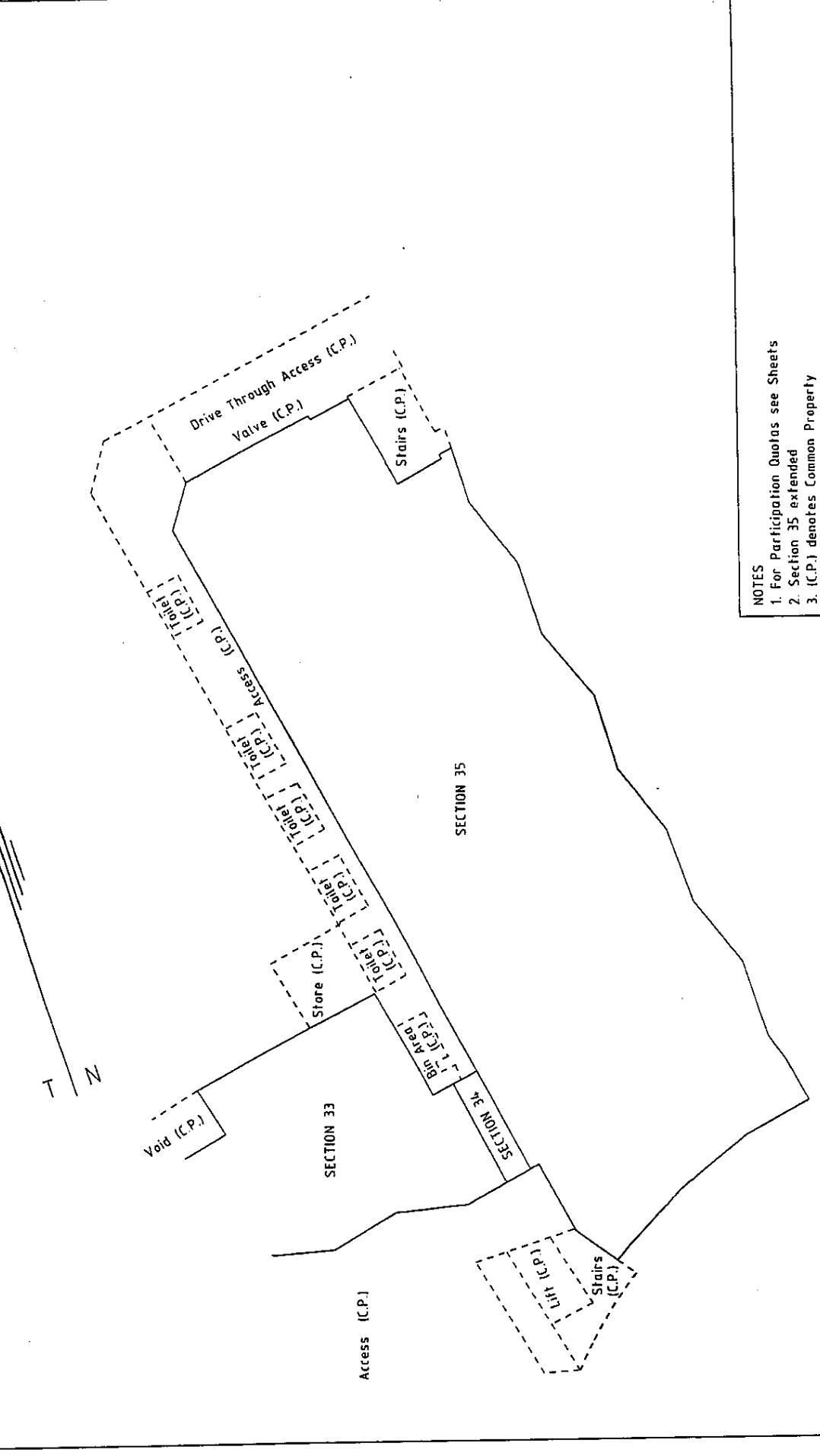
SHEET 4 OF 10 SHEETS	S.G. No. D
AMENDING SECTIONAL PLAN OF EXTENSION OF SECTIONS (and affects sectional plan S.G. No. D264/2001 and SS 448/2001)	Approved
	for Surveyor-General <span style="float: right;">Date</span>



- NOTES**
1. For Participation Quotas see Sheets
  2. (C.P.) denotes Common Property
  3. Section 1 extended

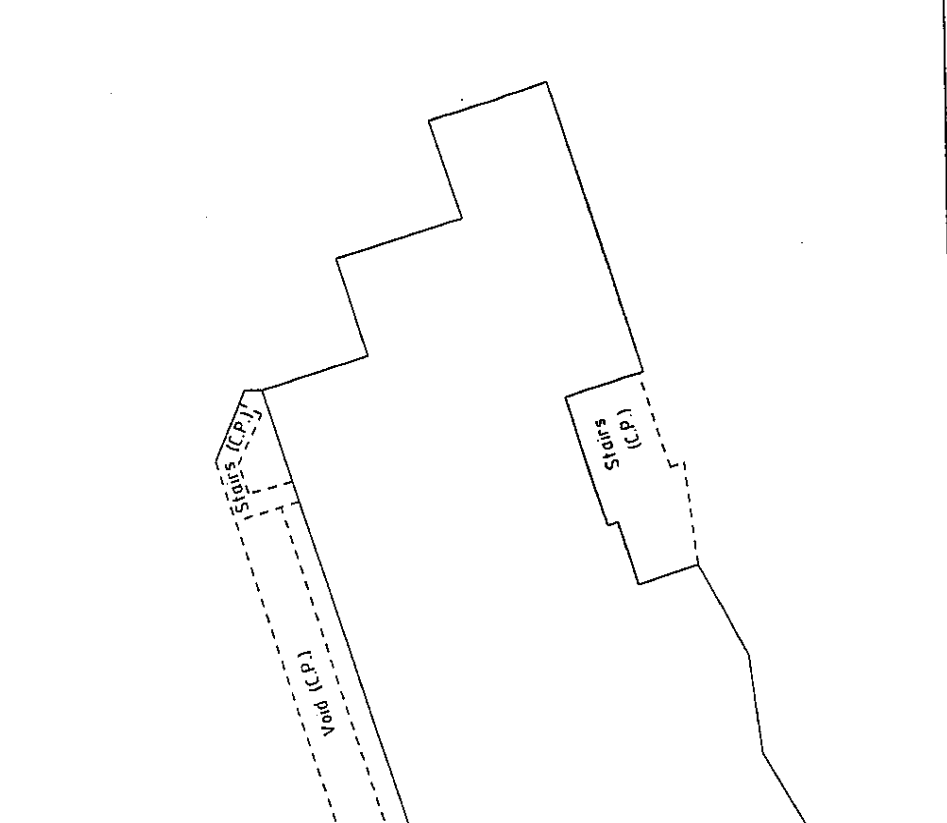
CLIFF HARVEY AND PARTNERS LAND SURVEYORS 3A Stedman Mews 128 Jan Hofmeyer Road WESTVILLE 3629	Signed      Date : 21-05-2010	JOHN ROSS HOUSE DRAWING TITLE : PART OF BUILDING 1 : GROUND FLOOR PLAN  SCALE 1 : 200
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Sh. 5 OF 10 SHEETS	S.G. No. D
AMENDING SECTIONAL PLAN OF EXTENSION OF SECTIONS (and affects sectional plan S.G. No. D264/2001 and SS 448/2001)	Approved
	for Surveyor-General
	Date



NOTES	
1. For Participation Quotas see Sheets	
2. Section 35 extended	
3. (C.P.) denotes Common Property	
CLIFF HARVEY AND PARTNERS LAND SURVEYORS 3A Stedman Mews 128 Jan Hofmeyer Road WESTVILLE 3629	Signed Date 21-05-2010
JOHN ROSS HOUSE DRAWING TITLE : PORTION OF BUILDING 1 - GROUND FLOOR PLAN SCALE 1 : 250	

SHEET 6 OF 10 SHEETS  
 S.G. No. D  
 Approved  
 for Surveyor-General  
 Date

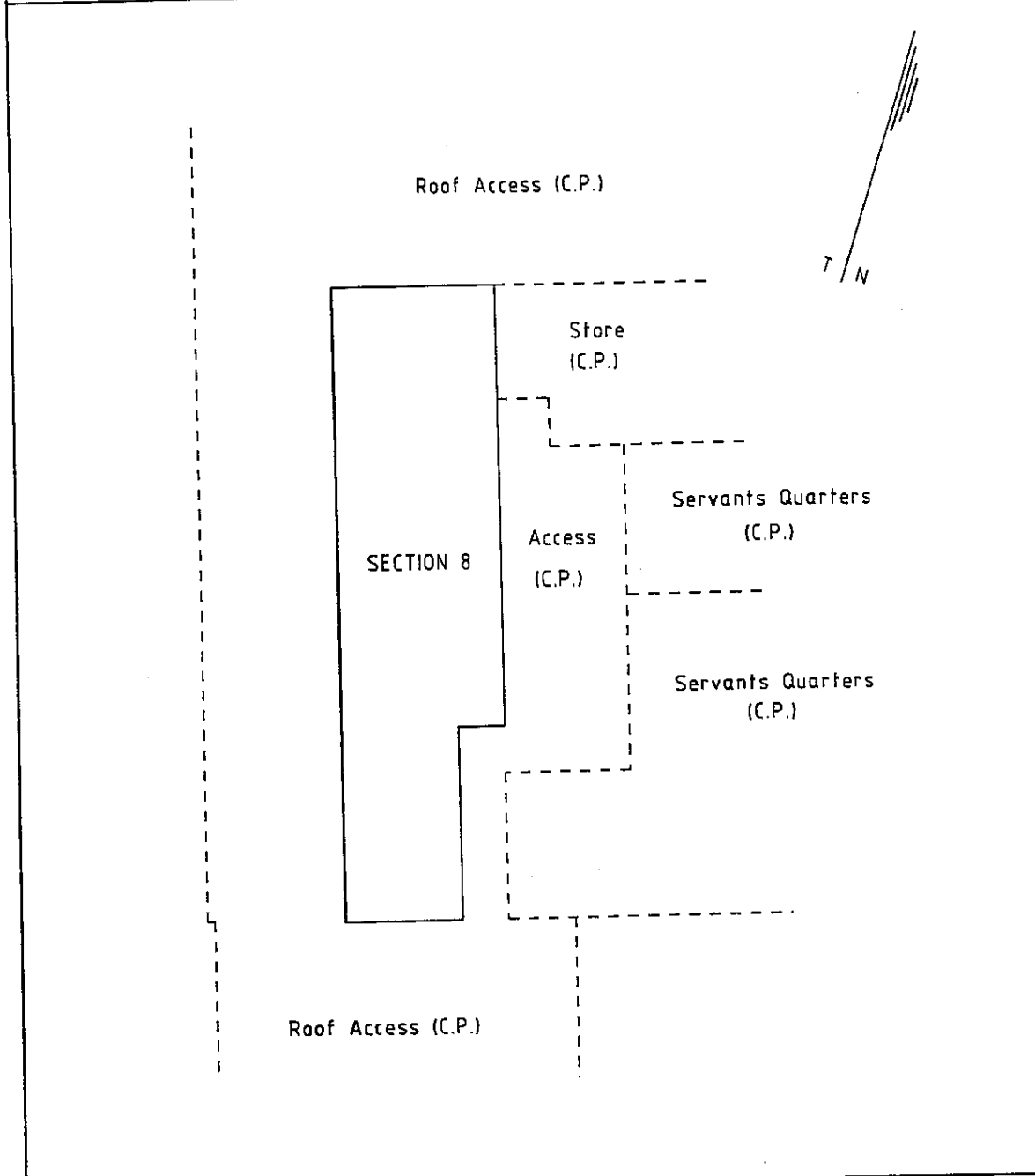


**NOTES**  
 1. For Participation Quotas see Sheets  
 2. Section 37 extended  
 3. Section boundaries extend to the edge of the concrete balcony marked "a"  
 3. (C.P.) denotes Common Property

CLIFF HARVEY AND PARTNERS Signed  
 LAND SURVEYORS  
 3A Stedman Mews  
 128 Jan Hofmeyer Road  
 WESTVILLE  
 3629

PROSPECT MANOR  
 DRAWING TITLE :  
 PORTION OF BUILDING 1 : FIRST  
 FLOOR PLAN  
 Date 21-05-2010  
 SCALE 1 : 250

SHEET 7 OF 10 SHEETS	S.G. No. D
AMENDING SECTIONAL PLAN OF EXTENSION OF SECTIONS (and affects sectional plan S.G. No. D264/2001 and SS 448/2001)	Approved
	for Surveyor-General <span style="float: right;">Date</span>



NOTES

1. For Participation Quotas see Sheets
2. (C.P.) denotes Common Property
3. Section 8 extended

CLIFF HARVEY AND PARTNERS LAND SURVEYORS 3A Stedman Mews 128 Jan Hofmeyer Road WESTVILLE 3629	Signed     Date : 21-05-2010	JOHN ROSS HOUSE DRAWING TITLE : PORTION OF BUILDING 1 : THIRD FLOOR PLAN SCALE 1 : 200
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Approved

For Surveyor General

AMENDING SECTIONAL PLAN  
OF EXTENSION OF SECTION 1, 8, 35  
AND 37 IN TERMS OF SECTION 24(7)  
(and affects sectional plan  
S G No D264/2001 and SS 448/2001)

SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE
1	128	0.2699	401	608	0.2024	815	815	0.1139	38	815	0.0801
2	Subdivided	0.0000	402	609	0.1518	816	816	0.1139	63	816	0.1328
3	883	1.8618	403	610	0.0738	817	817	0.1139	63	817	0.0801
4	1208	2.8491	404	611	0.1265	818	818	0.1160	38	818	0.1328
5	Subdivided	0.0000	405	612	0.1139	819	819	0.1265	63	819	0.0801
6	78	0.1645	406	613	0.1139	820	820	0.0780	38	820	0.0801
7	1208	2.5470	407	614	0.1139	821	821	0.0780	38	821	0.1560
8	92	0.1940	408	615	0.1139	822	822	0.0801	74	822	0.2024
9	390	0.8223	409	616	0.1139	901	901	0.1328	96	901	0.1518
10	86	0.1813	410	617	0.1139	902	902	0.1328	72	902	0.0738
11	347	0.7316	411	618	0.1160	903	903	0.0801	35	903	0.0801
12	347	0.7316	412	619	0.1265	904	904	0.1328	38	904	0.1602
13	347	0.7316	413	620	0.1265	905	905	0.0801	76	905	0.0801
14	347	0.7316	414	621	0.0780	906	906	0.0801	54	906	0.1139
15	347	0.7316	415	622	0.0801	907	907	0.1560	54	907	0.1139
16	347	0.7316	416	701	0.1328	908	908	0.2024	54	908	0.1139
17	347	0.7316	417	702	0.1328	909	909	0.1518	54	909	0.1139
18	347	0.7316	418	703	0.0801	910	910	0.0738	54	910	0.1160
19	347	0.7316	419	704	0.1328	911	911	0.0801	55	911	0.1265
20	347	0.7316	420	705	0.0801	912	912	0.1602	60	912	0.1265
21	347	0.7316	421	706	0.0801	913	913	0.1139	37	913	0.0801
22	347	0.7316	422	707	0.1560	914	914	0.1139	38	914	0.0801
23	347	0.7316	501	708	0.2024	915	915	0.1139	38	915	0.1328
24	347	0.7316	502	709	0.1518	916	916	0.1139	63	916	0.1328
25	347	0.7316	503	710	0.0738	917	917	0.1139	63	917	0.0801
26	347	0.7316	504	711	0.0801	918	918	0.1160	38	918	0.1328
27	347	0.7316	505	712	0.1602	919	919	0.1265	63	919	0.0801
28	347	0.7316	506	713	0.1139	920	920	0.1265	38	920	0.0801
29	347	0.7316	507	714	0.1139	921	921	0.0780	38	921	0.1560
30	347	0.7316	508	715	0.1139	922	922	0.0801	74	922	0.0801
31	240	0.6858	509	716	0.1139	1001	1001	0.0801	96	1001	0.2024
32	851	1.7943	510	717	0.1139	1002	1002	0.1328	72	1002	0.0738
33	208	0.4386	511	718	0.1160	1003	1003	0.0801	35	1003	0.0801
34	12	0.0253	512	719	0.1265	1004	1004	0.1328	38	1004	0.1602
35	934	1.9683	513	720	0.1265	1005	1005	0.0801	76	1005	0.1139
36	39	0.0822	514	721	0.0780	1006	1006	0.0801	54	1006	0.1139
37	1396	2.9434	515	722	0.0801	1007	1007	0.1560	54	1007	0.1139
			516	801	0.1328	1008	1008	0.2024	54	1008	0.1139
			517	802	0.1328	1009	1009	0.1518	54	1009	0.1139
			518	803	0.0801	1010	1010	0.0738	54	1010	0.1160
			519	804	0.1328	1011	1011	0.0801	55	1011	0.1265
			520	805	0.0801	1012	1012	0.1602	60	1012	0.1265
			521	806	0.0801	1013	1013	0.1139	60	1013	0.0780
			522	807	0.1560	1014	1014	0.1139	37	1014	0.0801
			601	808	0.2024	1015	1015	0.1139	38	1015	0.0801
			602	809	0.1518	1016	1016	0.1139	63	1016	0.1328
			603	810	0.0738	1017	1017	0.1139	63	1017	0.1328
			604	811	0.0801	1018	1018	0.1160	38	1018	0.0801
			605	812	0.1602	1019	1019	0.1265	63	1019	0.1328
			606	813	0.1139	1020	1020	0.1265	38	1020	0.0801
			607	814	0.1139	1021	1021	0.0780	38	1021	0.0801

JOHN ROSS HOUSE

Signed

Date 21-05-2010

CLIFF HARVEY AND PARTNERS  
LAND SURVEYORS  
3A Sledman Mews  
128 Jan Hofmeyer Road  
Westville  
3629

Participation quota schedule

S G No D

SHEET 9 OF 10 SH 1'S

Approved

AMENDING SECTIONAL PLAN  
OF EXTENSION OF SECTION 1, 8, 35  
AND 37 IN TERMS OF SECTION 24(7)  
(and affects sectional plan  
S G No D264/2001 and SS 448/2001)

For Surveyor General

SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE
1022	74	0.1560	1307	54	0.1139	1514	37	0.0780	1721	38	0.0801
1101	96	0.2024	1308	54	0.1139	1515	38	0.0801	1722	74	0.1560
1102	72	0.1518	1309	54	0.1139	1516	38	0.1328	1801	64	0.1348
1103	35	0.0738	1310	54	0.1139	1517	63	0.1328	1802	107	0.2256
1104	38	0.0801	1311	55	0.1160	1518	38	0.0801	1803	114	0.2404
1105	76	0.1602	1312	60	0.1265	1519	63	0.1328	1804	54	0.1139
1106	54	0.1139	1313	60	0.1265	1520	38	0.0801	1805	54	0.1139
1107	54	0.1139	1314	37	0.0780	1521	38	0.0801	1806	54	0.1139
1108	54	0.1139	1315	38	0.0801	1522	74	0.1560	1807	54	0.1139
1109	54	0.1139	1316	63	0.1328	1601	96	0.2024	1808	54	0.1160
1110	54	0.1139	1317	63	0.1328	1602	72	0.1518	1809	80	0.1265
1111	55	0.11139	1318	38	0.0801	1603	35	0.0738	1810	80	0.1265
1112	60	0.1265	1319	63	0.1328	1604	38	0.0801	1811	68	0.2045
1113	60	0.1265	1320	38	0.0801	1605	76	0.1602	1812	68	0.1434
1114	37	0.0780	1321	38	0.0801	1606	54	0.1139	1813	63	0.1328
1115	38	0.0801	1322	74	0.1560	1607	54	0.1139	1814	38	0.0801
1116	63	0.1328	1401	96	0.2024	1608	54	0.1139	1815	103	0.2172
1117	63	0.1328	1402	72	0.1518	1609	54	0.1139	1816	96	0.2361
1118	38	0.0801	1403	35	0.0738	1611	55	0.1139	1901	107	0.2256
1119	38	0.0801	1404	38	0.1328	1612	60	0.1160	1902	114	0.2404
1120	38	0.0801	1405	76	0.1602	1613	60	0.1265	1903	54	0.1139
1121	74	0.1560	1406	54	0.1139	1614	60	0.1265	1904	54	0.1139
1201	96	0.2024	1407	54	0.1139	1615	37	0.0780	1905	54	0.1139
1202	72	0.1518	1408	54	0.1139	1616	38	0.0801	1906	54	0.1139
1203	35	0.0738	1409	54	0.1139	1617	63	0.1328	1907	54	0.1139
1204	76	0.1602	1410	54	0.1139	1618	63	0.1328	1908	55	0.1160
1205	76	0.1602	1411	55	0.1160	1619	38	0.0801	1909	60	0.1265
1206	54	0.1139	1412	60	0.1265	1620	63	0.1328	1910	60	0.2045
1207	54	0.1139	1413	37	0.0780	1621	38	0.0801	1911	97	0.2151
1208	54	0.1139	1414	38	0.0801	1622	74	0.1560	1912	102	0.1328
1209	54	0.1139	1415	63	0.1328	1701	96	0.2024	1913	63	0.0801
1210	55	0.1160	1416	63	0.1328	1702	72	0.0738	1914	38	0.0801
1211	55	0.1160	1417	38	0.0801	1703	35	0.0738	1915	103	0.2172
1212	60	0.1265	1418	63	0.1328	1704	38	0.0801	1916	112	0.2361
1213	60	0.1265	1419	63	0.1328	1705	38	0.0801	2001	96	0.2256
1214	37	0.0780	1420	38	0.0801	1715	76	0.1602	2002	107	0.2404
1215	38	0.0801	1421	38	0.0801	1716	54	0.1139	2003	114	0.2404
1216	63	0.1328	1422	74	0.1560	1717	54	0.1139	2004	54	0.1139
1217	63	0.1328	1501	96	0.2024	1718	54	0.1139	2005	54	0.1139
1218	38	0.0801	1502	72	0.1518	1719	54	0.1139	2006	54	0.1139
1219	63	0.1328	1503	35	0.0738	1720	54	0.1139	2007	54	0.1139
1220	38	0.0801	1504	38	0.0801	1721	55	0.1160	2008	54	0.1160
1221	38	0.0801	1505	76	0.1602	1722	60	0.1265	2009	55	0.1265
1222	74	0.1560	1506	54	0.1139	1723	60	0.1265	2010	60	0.2045
1301	96	0.2024	1507	54	0.1139	1724	37	0.0780	2011	97	0.2151
1302	72	0.1518	1508	54	0.1139	1725	38	0.0801	2012	102	0.1328
1303	35	0.0738	1509	54	0.1139	1726	63	0.1328	2013	63	0.0801
1304	38	0.0801	1510	54	0.1139	1727	38	0.0801	2014	38	0.0801
1305	76	0.1602	1511	60	0.1265	1728	63	0.1328	2015	103	0.2172
1306	54	0.1139	1513	60	0.1265	1729	38	0.0801	2016	112	0.2361
									2101	96	0.2024

JOHN ROSS HOUSE

DRAWING TITLE  
Participation quota schedule

Signed

CLIFF HARVEY AND PARTNERS  
LAND SURVEYORS

3A Stedman Mews  
128 Jan Hofmeyer Road  
Westville  
3629

Date 21-05-2010

SHEET 10 OF 10 SCHEDULE 10

S G No D

Approved

For Surveyor General

AMENDING SECTIONAL PLAN OF EXTENSION OF SECTION 1, 8, 35 AND 37 IN TERMS OF SECTION 24(7) (and affects sectional plan S G No D264/2001 and SS 448/2001)

SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE	SECTION NUMBER	FLOOR AREA (Square Metres)	PARTICIPATION QUOTA PERCENTAGE
2102	107	0.2256	2405	54	0.1139	2708	54	0.1139	3001	96	0.2024
2103	114	0.2404	2406	54	0.1139	2709	55	0.1160	3002	107	0.2256
2104	54	0.1139	2407	54	0.1139	2710	60	0.1265	3003	114	0.2404
2105	54	0.1139	2408	54	0.1139	2711	97	0.2045	3004	54	0.1139
2106	54	0.1139	2409	55	0.1160	2712	102	0.2151	3005	54	0.1139
2107	54	0.1139	2410	60	0.1265	2713	63	0.1328	3006	54	0.1139
2108	54	0.1139	2411	97	0.2045	2714	38	0.0801	3007	54	0.1139
2109	55	0.1160	2412	102	0.2151	2715	103	0.2172	3008	54	0.1139
2110	60	0.1265	2413	63	0.1328	2716	112	0.1328	3009	55	0.1160
2111	97	0.2045	2414	38	0.0801	2801	96	0.2024	3010	60	0.1265
2112	102	0.2151	2415	103	0.2172	2802	107	0.2256	3011	97	0.2151
2113	63	0.1328	2416	112	0.2361	2803	114	0.2404	3012	102	0.1328
2114	38	0.0801	2501	96	0.2024	2804	54	0.1139	3013	63	0.1265
2115	103	0.2172	2502	107	0.2256	2805	54	0.1139	3014	38	0.0801
2116	112	0.2361	2503	114	0.2404	2806	54	0.1139	3015	103	0.2172
2201	96	0.2024	2504	54	0.1139	2807	54	0.1139	3016	112	0.2361
2202	107	0.2256	2505	54	0.1139	2808	54	0.1139	TOTAL	47428	100.0000
2203	114	0.2404	2506	54	0.1139	2809	55	0.1160			
2204	54	0.1139	2507	54	0.1139	2810	60	0.1265			
2205	54	0.1139	2508	54	0.1139	2811	97	0.2045			
2206	54	0.1139	2509	55	0.1160	2812	102	0.2151			
2207	54	0.1139	2510	60	0.1265	2813	63	0.1328			
2208	54	0.1139	2511	97	0.2045	2814	38	0.0801			
2209	55	0.1160	2512	102	0.2151	2815	103	0.2172			
2210	60	0.1265	2513	63	0.1328	2816	112	0.1328			
2211	97	0.2045	2514	38	0.0801	2901	96	0.2024			
2212	102	0.2151	2515	103	0.2172	2902	107	0.2256			
2213	63	0.1328	2516	112	0.2361	2903	114	0.2404			
2214	38	0.0801	2601	96	0.2024	2904	54	0.1139			
2215	103	0.2172	2602	107	0.2256	2905	54	0.1139			
2216	112	0.2361	2603	114	0.2404	2906	54	0.1139			
2301	96	0.2024	2604	54	0.1139	2907	54	0.1139			
2302	107	0.2256	2605	54	0.1139	2908	55	0.1160			
2303	114	0.2404	2606	54	0.1139	2909	60	0.1265			
2304	54	0.1139	2607	54	0.1139	2910	97	0.2045			
2305	54	0.1139	2608	54	0.1139	2911	97	0.2045			
2306	54	0.1139	2609	55	0.1160	2912	102	0.2151			
2307	54	0.1139	2610	60	0.1265	2913	63	0.1328			
2308	54	0.1139	2611	97	0.2045	2914	38	0.0801			
2309	55	0.1160	2612	102	0.2151	2915	103	0.2172			
2310	60	0.1265	2613	63	0.1328	2916	112	0.2361			
2311	97	0.2045	2614	38	0.0801						
2312	102	0.2151	2615	103	0.2172						
2313	63	0.1328	2616	112	0.2361						
2314	38	0.0801	2701	96	0.2024						
2315	103	0.2172	2702	107	0.2256						
2316	112	0.2361	2703	114	0.2404						
2401	96	0.2024	2704	54	0.1139						
2402	107	0.2256	2705	54	0.1139						
2403	114	0.2404	2706	54	0.1139						

Section 1 now extended by 11 square metres  
 Section 8 now extended by 48 square metres  
 Section 35 now extended by 271 square metres  
 Section 37 now extended by 431 square metres

JOHN ROSS HOUSE  
 DRAWING TITLE  
 Participation quota schedule

CLIFF HARVEY AND PARTNERS Signed  
 LAND SURVEYORS  
 3A Stedman Mews  
 128 Jan Hofmeyer Road  
 Westville  
 3629

Date 21-05-2010



AMENDING SECTIONAL PLAN  
 OF CREATION OF EXCLUSIVE USE AREAS  
 IN TERMS OF SECTION 27  
 (and affects sectional plan  
 S.G. No. D 264/2001, SS448/2001)

S.G. No. D

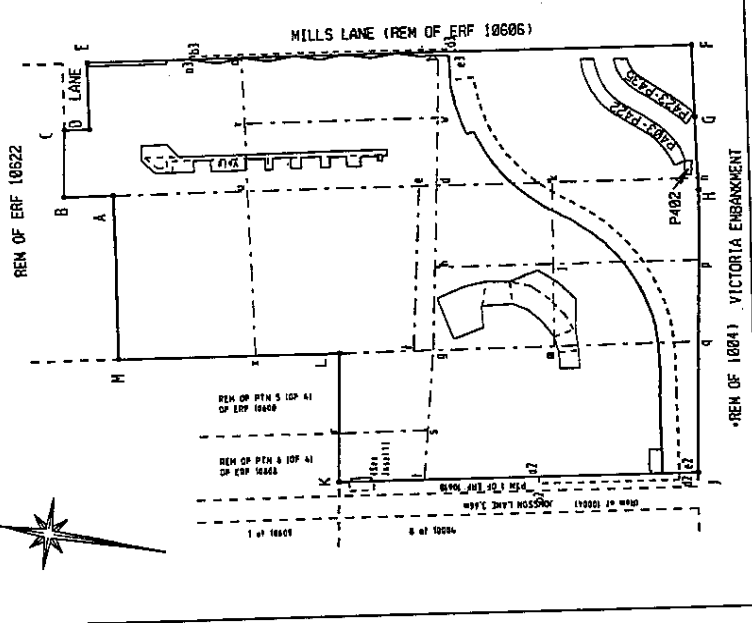
Approved

for Surveyor-General

Date

INSET

SCALE 1 : 1000



NOTES

1. For data see Sheet 2
2. --- denotes middle of wall (Glass or Brick)
3. - - - - denotes inside face of wall (viewed from Exclusive Use Area)
4. - · - · - denotes not physically defined
5. (C.P.) denotes Common Property
6. m<sup>2</sup> denotes Square Metres

BEACON DESCRIPTIONS

PB1, PB1X, PB2, PB2X, ... Drillhole on Kerb  
 All other Beacons are Nails in Tar

JOHN ROSS HOUSE

DRAWING TITLE :

Layout of Exclusive Use areas on the ground

SCALE 1 : 250

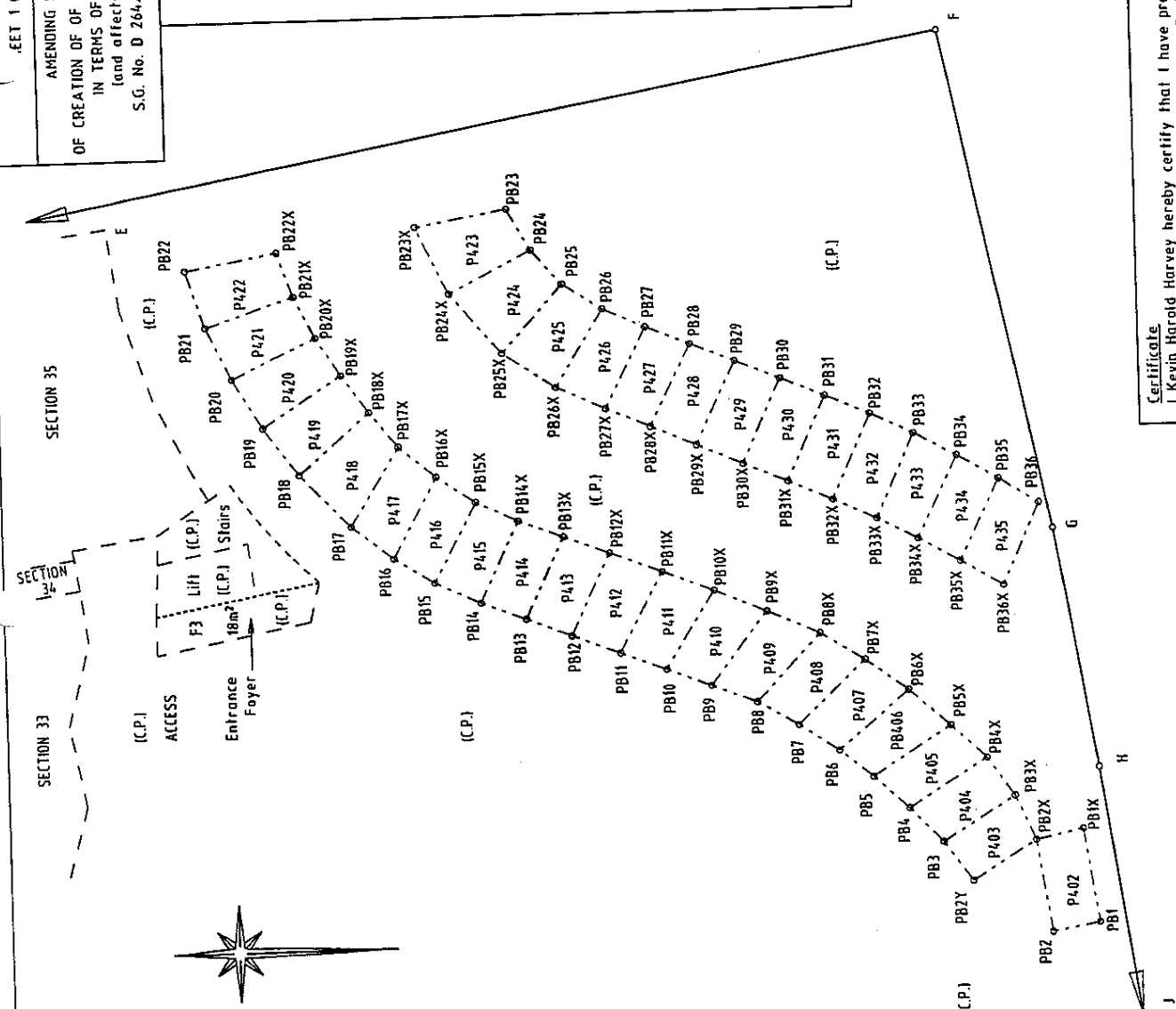
Certificate

I Kevin Harold Harvey hereby certify that I have prepared this sheet from  
 survey in accordance with the provisions of the Sectional Titles Act 95 of 1996  
 and the regulations framed thereunder

Land Surveyor: PLS D 0805 Signed

LEGEND

- P denotes Parking Bay
- F denotes Entrance Foyer



SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		DATE	
SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		DATE	
SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		SIDE		METERS		DIRECTION		DATE	
PARKING P402		261.18.00		200.59.40		PARKING P411		3.15		239.22.40		PARKING P428		2.70		211.49.00			
P82-PB2X		347.32.20		297.52.10		PB10-PB11		2.62		200.59.40		PB29X-PB28X		2.69		202.43.50			
P81X-PB1		169.51.10		22.08.40		PB11-PB12		5.00		333.59.40		PB28X-PB28		5.00		296.40.50			
PARKING P403		81.10.00		122.23.10		PB12-PB13		3.01		58.14.20		PB28-PB29		2.59		22.52.00			
P82Y-PB3		236.05.00		201.28.20		PB13X-PB12X		5.00		146.36.50		PB29-PB29X		4.99		115.33.10			
P83-PB3X		328.16.50		294.46.40		PB12X-PB11X		3.01				PARKING P435							
P83X-PB2X		66.24.30		117.52.10		PB11X-PB12		2.74				PB36X-PB35X		2.70		211.49.00			
P82X-PB2Y		148.30.10		201.28.20		PB12-PB12X		5.00				PB35X-PB35		4.98		295.46.30			
PARKING P404						PB12X-PB11X		3.01				PB35-PB36		2.50		32.34.20			
P83-PB4		226.48.00		201.43.40		PB11X-PB11		5.00				PB36-PB36X		4.98		113.27.10			
P84-PB4X		327.52.00		294.41.50		PARKING P412													
P84X-PB3X		55.46.40		21.41.20		PB11-PB12		2.74											
P83X-PB3		148.14.50		114.46.40		PB12-PB12X		5.00											
PARKING P405						PB12X-PB12		5.00											
P84-PB5		223.15.10		201.39.50		PARKING P413													
P85-PB5X		377.01.30		296.41.20		PB12-PB13		2.60											
P85X-PB4X		44.06.00		21.36.40		PB13-PB13X		4.99											
P84X-PB4		147.52.00		117.41.50		PB13X-PB12X		2.61											
PARKING P406						PB12X-PB12		5.00											
P86-PB6		219.41.50		205.51.50		PARKING P414													
P86-PB6X		319.37.10		297.28.10		PB13-PB14		2.58											
P86X-PB5X		41.57.20		25.54.40		PB14-PB14X		4.99											
P85X-PB5		147.01.30		114.41.20		PB14X-PB13X		2.58											
PARKING P407						PB13X-PB13		4.99											
P87-PB7		215.02.50		213.38.00		PARKING P415													
P87-PB7X		316.29.20		298.13.50		PB14-PB15		2.71											
P87X-PB6X		36.01.40		34.28.50		PB15-PB15X		4.99											
P86X-PB6		139.37.10		117.20.10		PB15X-PB14X		2.48											
PARKING P408						PB14X-PB14		4.99											
P88-PB8		210.30.20		219.70.50		PARKING P416													
P88-PB8X		313.31.50		301.39.10		PB15-PB16		2.60											
P88X-PB7X		31.50.30		40.07.50		PB16-PB16X		5.02											
P87X-PB7		136.29.20		118.13.50		PB16X-PB15X		2.53											
PARKING P409						PB15X-PB15		4.99											
P89-PB9		201.22.50		227.15.40		PARKING P417													
P89-PB9X		307.52.00		319.17.30		PB16-PB17		2.91											
P89X-PB8X		24.14.50		50.40.00		PB17-PB17X		5.01											
P88X-PB8		133.31.50		121.39.10		PB17X-PB16X		2.61											
PARKING P410						PB16X-PB16		5.02											
P89-PB9		2.62		227.15.40		PARKING P418													
P89-PB9X		4.99		319.17.30		PB17-PB18		3.94											
P89X-PB8		3.10		24.14.50		PB18-PB18X		4.97											
P88X-PB8		4.99		133.31.50		PB18X-PB17X		2.42											
PARKING P411						PB17X-PB17		5.01											
P89-PB9		2.60		233.38.10		PARKING P419													
P89-PB9X		5.00		326.36.50		PB18-PB19		3.15											
P89X-PB8		3.06		23.27.10		PB19-PB19X		6.03											
P89X-PB9		4.99		127.52.00		PB19X-PB18X		2.52											
						PB18X-PB18		4.97											

SHL 2 OF 2 SHEETS  
 AMENDING SECTIONAL PLAN  
 OF CREATION OF EXCLUSIVE USE AREAS  
 IN TERMS OF SECTION 27  
 land affects sectional plan  
 S.G. No. D 264/2001, SS448/2001)

S.G. No. D  
 Approved  
 for Surveyor-General  
 Date

NOTE:  
 1. For figure see Sheet 1

Certificate  
 I Kevin Harold Harvey hereby certify that I have prepared this sheet from  
 survey in accordance with the provisions of the Sectional Titles Act 95 of 1996  
 and the regulations framed thereunder

Land Surveyor: PLS D 0805 Signed

JOHN ROSS HOUSE  
 DRAWING TITLE :  
 Layout of Exclusive Use areas on the ground