

SPESIALE BESLUIT

om wysigings tot die Gedragsreëls te maak ooreenkomstig artikel 35(2)(b)
van die Wet op Deeltitels, Nr 95 van 1986

geneem te word op 'n algemene vergadering van die lede van

die Regspersoon van

BALTIMORE

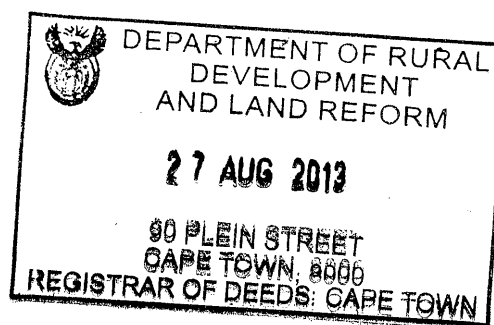
Deeltitelskema

No SS533/1996; SS214/1997; SS144/1997

GEHOU te KANTORE VAN JPS TRUST op 30 JULIE 2013

Behoorlike kennis is gegee van die vergadering, en die lede besluit derhalwe hiermee as volg:

Die lede aanvaar die volgende Gewysigde Gedragsreëls soos hierby aangeheg.



AS *LSJ*

Registrateur se nommer van Deelplan: SS 159 / 1997

Die Registrateur van Aktes
Kaapstad

**KENNISGEWING INGELVOLGE ARTIKEL 35(5) EN REGULASIE 30(3)
EN (4) VAN DIE WET OP DEELTITELS, Nr 95 VAN 1986, SOOS
GEWYSIG**

Ons,

Mnr Dirk van Zyl

en

Mnr Andre Spence

die ondergetekende trustees van die regspersoon van die deeltitelskema bekend as

BALTIMORE

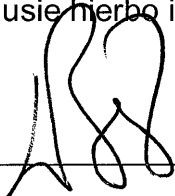
Nr SS 533/1996; SS214/1997; SS144/1997

geleë te die Strand, in die Helderberg Munisipaliteit, Stad Kaapstad, Provinsie Wes-Kaap

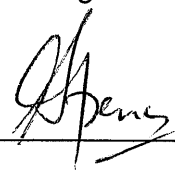
Gee hierby kennis dat die regspersoon op **30 Julie 2013** geparafeer is, vir die beheer en bestuur van die gebou(e) gemaak het:

Wysigings van bestaande Standaard Reëls.

Die resoluësie hierbo is by spesiale besluit van die regspersoon uitgevaardig.



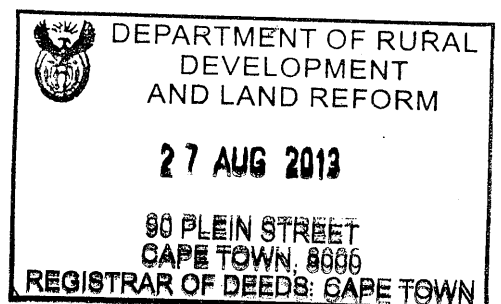
Trustee



Trustee

ADRES: Die Trustees, Baltimore Regspersoon, p/a JPS Trust, Posbus 638,
STRAND, 7139

DATUM:



- 2.4 Damaged vehicles and vehicles that are not in general use, drip oil, petrol, diesel or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the TRUSTEES, and with their prior written consent;
- 2.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the TRUSTEES;
- 2.6 No person may wash, dismantle or effect major repairs to any vehicle on any portion of the common property, or an exclusive area or in a unit. Vehicles may however be washed in parking bays, which are designated private use areas and allocated to the OWNER of the respective units. Visitors' vehicles may not be washed on the PROPERTY;
- 2.7 TRUSTEES may cause to be removed or towed away after due notice of 7 days to the OWNER at the risk and expense of the OWNER of the vehicle, any vehicle parked, standing or abandoned in the common property in contravention of these rules;
- 2.8 An OWNER or occupier of a section shall ensure that an exclusive use area for parking purposes is not used by him, his visitors or his guests unless that OWNER or occupier is entitled to use such exclusive use area;
- 2.9 Parking of vehicles upon the common property is subject to the express condition that every vehicle is parked at own risk and responsibility and that no liability shall attach to the body corporate or its agents or any of their employees for any loss or damage of whatever nature which the OWNER or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property;
- 2.10 The speed limit of 15km/h within the PROPERTY must be adhered to at all times;
- 2.11 No OWNER or occupier shall be permitted or park vehicles in any parking bay which will distract from the general aesthetics of the common property;
- 2.12 The roads within the PROPERTY are not to be used for re-creational purposes, such as skateboards, ball games, skates, toy scooters or toy cars and the like. Children are strictly not allowed to play on these roads.

3. REFUSE DISPOSAL

An OWNER or occupier of a section shall –

- 3.1 maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the TRUSTEES in writing;
- 3.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 3.3 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the TRUSTEES in writing;
- 3.4 when the refuse has been collected, promptly return such receptacle to his section or other area referred to in rule 3.1;
- 3.5 No refuse may be placed outside the door of a section or in any other area of the common property except such area designated for refuse.
- 3.6 No unwanted furniture, building material and car parts and the like may be discarded at the designated refuse area.



4. NOISE/ANTI-SOCIAL BEHAVIOUR

In the interests of proper decorum, the following guidelines apply with regard to "Anti-Social Behaviour".

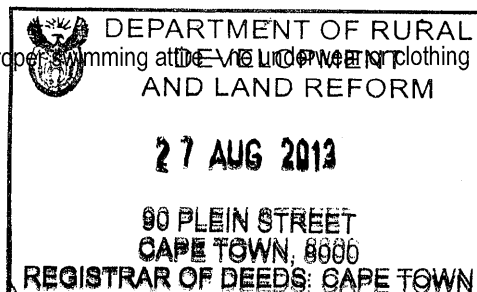
- 4.1 No OWNER and/or occupant shall make an excessive amount of noise outside of reasonable hours, such that his/her neighbour/s shall have cause for complaint;
- 4.2 All OWNERS and occupants of sections shall ensure that their respective activities in, and use of the common property and of the section or any part thereof with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for the remaining OWNERS and occupants of the building and in accordance with the rules and any house rules made in terms of these rules, and of the provisions of the Act. This rule shall likewise apply to guests and workers of OWNERS, and/or occupants of sections while they are in the buildings and/or the common property;
- 4.3 An OWNER shall not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other OWNER or occupant of the buildings or member of the body corporate, in the quiet enjoyment of their own premises or which is likely to or in any way tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interest of any other OWNER or occupant of the buildings or member of the body corporate;
- 4.4 The use of audio and visual equipment and the like or the playing of musical instruments to the extent that others are disturbed, is prohibited;
- 4.5 All complaints with regard to the behaviour of any OWNER, lessee, visitor, guest or worker shall be directed by the TRUSTEES to the OWNER of that section. Any penalties incurred shall be the responsibility of the OWNER of that section;

5. GARDENING

- 5.1 No plant or flower may be picked from nor any damage caused to the garden areas on the common property which are for garden purposes and the natural flora and fauna (if applicable) shall not be destroyed, removed or damaged in any way without the prior written consent of the TRUSTEES;
- 5.2 An OWNER or occupier of a section may keep a private garden with the written approval of the Trustees. Such garden shall be maintained and kept neat at all times by that Owner or Occupier;
- 5.3 An OWNER or occupier of a section shall not cause garden tools or any other equipment to be kept in any place where they will be visible from any other units of any portion of the common property.

6. RECREATION AREAS

- 6.1 The swimming pool may only be used by OWNERS or occupiers of sections;
- 6.2 All equipment is the property of the body corporate being entrusted to the employees and TRUSTEES. No OWNER or occupier of a section or his visitor shall cause to be removed or damage to the same, etc.;
- 6.3 No alcohol may be consumed or is allowed in the pool or in the area surrounding the pool;
- 6.4 No glassware is allowed in the pool or in the area surrounding the pool;
- 6.5 Everybody that uses the pool must familiarise themselves with and obey the rules as per the signage displayed at the pool area;
- 6.6 All users of the pool must wear proper swimming attire and appropriate clothing is allowed;



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6.7 Audio and visual equipment and the like, unless used only with earphones and musical instruments are not permitted to be played within the area;

6.8 Rowdy and boisterous behaviour and excessive noise are not permitted. Dangerous hard ball games are not permitted inside the area. Quiet shall be especially observed between 20h00 and 08h00. The TRUSTEES reserve the right to prohibit any OWNER, occupier or their visitor from utilising the above, should same be of the opinion that their conduct constitutes a breach of the rules;

6.9 The TRUSTEES reserve the right to lock the pool area for maintenance purposes from time to time or if they feel that the rules are not adhered to or lives are endangered;

6.10 The body corporate, the TRUSTEES, the managing agent or any other employee of the body corporate shall not be liable to any extent whatsoever for the safety of anyone in the above area.

6.11 Swimmers must conduct themselves in a manner that there is no water spillage from the pool – no dangerous games, such as ball games, jumping is allowed.

7. PETS

No Pets are allowed in the Baltimore Sectional Scheme. TRUSTEES may cause to be removed any Pets found on the PROPERTY at the risk and expense of the OWNER of the Pet.

8. DOMESTIC EMPLOYEES GUESTS AND EMPLOYEES

An OWNER or occupier of a section shall:

8.1 be responsible for the activities and conduct of his domestic employees and shall ensure that his domestic employees understand and that they do not breach any rules, law or any local authority by-law which may affect the scheme;

8.2 ensure that their domestic employees and their visitors or guests do not loiter on the common property; and

8.3 ensure that their domestic employees and their visitors or guests do not cause undue noise within their sections or on the common property or elsewhere; No OWNER or occupier of a section may request personal duties to be performed by any member of staff employed by the body corporate.

9. APPEARANCE FROM OUTSIDE

9.1 The OWNER or occupier of a section used for residential purposes shall not place or do anything on any part of the common property, patios, stoeps and gardens which, in the discretion of the TRUSTEES, is aesthetically displeasing or undesirable when viewed from the outside of a section;

9.2 The OWNER or occupier of a section shall not erect any tent or other structure or alter or remove any shrub, tree or plant in the garden or elsewhere in the grounds.

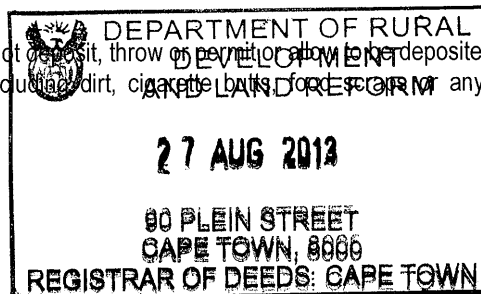
10. SIGNS AND NOTICES

10.1 No OWNER or occupier of a section, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, so as to be visible from outside the section, without the written consent of the TRUSTEES first having been obtained;

10.2 Notwithstanding Rule 10.1 the erection of security signs are permitted provided such signs are either placed inside a window or immediately adjacent to the section's front door.

11. LITTERING

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



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[Signature]

12. STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

An OWNER or occupier of a section shall not store any material, or do or permit or allow to be done, any dangerous act in the building or on the common property or any act which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

13. LETTING OF UNITS

13.1 The OWNER of a section shall be obliged to ensure that any tenant of his/her section or other person granted rights of occupancy by him/her, is obliged to comply with these conduct rules, a copy of which shall be handed to such tenant, notwithstanding any provision to the contrary contained in any lease or any grant of right of occupancy:

13.2 An OWNER of a section shall be obliged to notify the TRUSTEES in writing within 14 days of the date of conclusion of a lease of his unit of the number of occupants, the full names and contact details of his/her tenant and of the period of the lease and confirm that the tenant has been handed a copy of the Conduct Rules.

14. ERADICATION OF PESTS

An OWNER shall keep his section free of white ants, borer or any other wood destroying insects and to this end shall permit the TRUSTEES, the managing agent and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by such pests shall be borne by the OWNER of the section concerned.

15. GENERAL

15.1 No business or trade may be conducted on the common property or in the sections save with the written consent of the TRUSTEES;

15.2 No auctions or jumble sales may be held on the common property or in the sections;

15.3 Any OWNER or occupant giving any person access to the PROPERTY, shall take responsibility for that person and his/her actions whilst on the PROPERTY;

15.4 No firearms, pellet guns or any form of fireworks may be discharged on the common property;

15.5 No stones or solid objects may be thrown or propelled on the common property;

15.6 No hard ball games such as Soccer, Rugby, Cricket or the like is allowed on the PROPERTY;

15.7 No braaing or fires are allowed on the balconies;

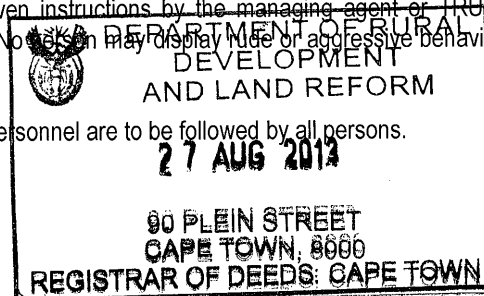
15.8 No illegal substances are allowed or allowed to be consumed or used on the PROPERTY.

16. SECURITY

16.1 No person shall tamper with the gate, security equipment, security cameras and/or the perimeter fence. Offenders will have criminal as well as civil charges brought against them;

16.2 Security personnel may only be given instructions by the managing agent or TRUSTEES. No other person may give instructions. No acts of intimidation or aggressive behaviour towards security personnel;

16.3 The directions given by the security personnel are to be followed by all persons.



17. OTHER EMPLOYEES

Any other employee of THE BALTIMORE BODY CORPORATE (this includes garden services; caretaker; cleaner, etc.) must receive their instructions only from the managing agent or TRUSTEES. No other person may give instructions. No person may display rude or aggressive behaviour to the employees of THE BALTIMORE BODY CORPORATE.

18. NUMBER OF OCCUPANTS

A section shall only be occupied by a limited number of persons as approved by the TRUSTEES. To this effect the total number of occupants per section may not exceed 2 occupants per bedroom.

19. COMMON AREAS

OWNERS or occupiers shall not leave items of any description over or on any portion of the common property (e.g. braais, windsurfers, etc.)

20. EXTERIOR OF BUILDINGS

20.1 No radio/television antennae/dishes may be attached to the exterior of the buildings or anywhere on the Common Property without prior written consent of the TRUSTEES. These installations become the property of the Baltimore Sectional Scheme and may not be removed at all.

20.2 Requests for consent in terms of Rules 20.1 shall be made in writing to the TRUSTEES and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material and colour and location of the proposed alterations, additions or decoration;

20.3 An OWNER or occupier of a section shall be obliged to maintain all alterations, additions or decorations made by him to the exterior of his section in a state of good order and repair and to make all reasonable steps to keep them in a clean, hygienic, neat and attractive condition;

20.4 If an OWNER or occupier of a section fails to comply with the provisions of Rule 20.3 and such failure persists for a period of 30 days after written notice to repair or maintain given by the TRUSTEES or the managing agents, the body corporate shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such OWNER or occupier;

20.5 Notwithstanding any approval granted by the TRUSTEES, no alterations, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the OWNER or occupiers of the section concerned to obtain any such necessary permit or approval;

20.6 Should any alteration, addition or decoration obstruct any employee or contractor of the body corporate in performing any work on the common property or common services, the OWNER or occupier concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work;

20.7 No washing or any other type of clothing is allowed to be placed on the balconies or over the balcony rails. Washing lines are provided for the use of drying of washing.

21. DAMAGE, ALTERATIONS, ITEMS, ADDITIONS, STRUCTURES OR IMPROVEMENTS TO THE COMMON PROPERTY, ALTERATIONS INSIDE SECTIONS, STRUCTURAL ALTERATIONS, AND OBSTRUCTIONS TO THE COMMON PROPERTY

21.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the common property without first obtaining the written consent of the trustees.

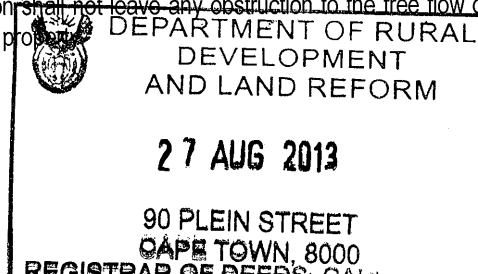


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- 21.2 Notwithstanding sub rule 21.1, an owner or person authorised by him may install:
- (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section ; or
 - (b) any screen or other device to prevent the entry of animals or insects:

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

- 21.3 An owner or person authorised by him, shall not construct to any part of the exterior of the building, including on a balcony, or to any part of the common property, any air conditioner, or any other item, addition, structure or improvement, without the written consent of the trustees. To obtain the written consent of the trustees, the owner shall apply in writing to the trustees, which application must be accompanied by specifications or plans, which sufficiently describe the proposed item, addition, structure, or improvement. The trustees may attach reasonable conditions to their consent. Specifically with regard to air conditioners, only such type of air conditioners that functions softly and is not audible to the owners or occupiers of adjacent sections shall be installed, and special precautions must be taken to prevent water-damage to the building or sections. The trustees may withdraw their consent, if the owner does not comply with their conditions, whereupon the owner shall immediately remove the item, addition, structure or improvement at his own cost. If an owner fails to remove the item, addition, structure or improvement and any such failure persists for a period of thirty days after the giving of written notice to remove by the trustees or the managing agent on their behalf, the trustees shall be entitled to remove the item, addition, structure or improvement at the risk and cost of the owner and the owner shall have no claim for damages or other action against the body corporate, or the trustees, the managing agent, or any of the employees or contractors of the body corporate, by virtue of such removal.
- 21.4 An owner shall not repair or alter the pipes, wires, cables or ducts (plumbing or electrical wiring) inside his section, without the written consent of the trustees, provided that the trustees may attach any reasonable conditions to their consent. All such repairs or alterations shall be done by a qualified person and shall comply with the standards and requirements as laid down by the local authority.
- 21.5 An owner shall not make any structural alterations inside his section and/or to the common property without a favourable report by a structural engineer and the written consent of the trustees. The trustees may attach any reasonable conditions to their consent.
- 21.6 Any alterations, items, additions, structures or improvements constructed in contravention of these rules or that does not comply with the conditions of the trustees, shall be removed by the owner at his own expense. If an owner fails to remove the alteration, item, addition, structure or improvement and any such failure persists for a period of thirty days after the giving of written notice to remove by the trustees or the managing agent on their behalf, the trustees shall be entitled to remove the alteration, item, addition, structure or improvement at the risk and expense of the owner and the owner shall have no claim for damages or other action against the body corporate, or the trustees, the managing agent, or any of the employees or contractors of the body corporate, by virtue of such removal.
- 21.7 All alterations, items, additions, structures or improvements constructed by or on behalf of an owner in terms of these rules, shall be repaired and maintained by the owner in a state of good repair at his own cost. If an owner fails to repair or maintain the alteration, item, addition, structure or improvement in a state of good repair 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.
- 21.8 An owner or occupier of a section shall not leave any obstruction to the free flow of vehicular or pedestrian traffic on the common property.



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- 21.9 The OWNER accepts responsibility for any damage caused by him or his contractors to common property or to other units in the block and indemnifies other OWNERS against such damage;
- 21.10 No work may be carried out between 17h00 and 08h00, OR on Sundays;
- 21.11 Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that the building's janitor will do so at overtime rates, at the OWNER's expense; No rubble or equipment is to be left in the grounds of the complex overnight;
- 21.12 Body Corporate electricity, i.e. plugs are not to be used except with the written permission of the managing agent/TRUSTEES in which latter case a charge will be assessed for the electricity consumed for the account of the OWNER;
- 21.13 All doors and windows being installed must conform in outward appearance with other doors and windows installed in similar positions elsewhere in the building;
- 21.14 The OWNER indemnifies the body corporate in respect of any damage caused to its common property, either inside or outside the building and will pay the cost of repairing or restoring the damages caused during the course of carrying out any alterations to his section.

22. TRANSGRESSION OF THE RULES

- 22.1 Any transgression of these rules may be reported to the TRUSTEES in writing and as a complaint by an OWNER or an OWNER's duly authorised representative, accompanied by the written corroboration of such complaint by a co-OWNER or such co-OWNER's authorised representative.

The TRUSTEES, or a sub-committee of at least two TRUSTEES shall investigate such a complaint and should they find it to be valid, they shall:

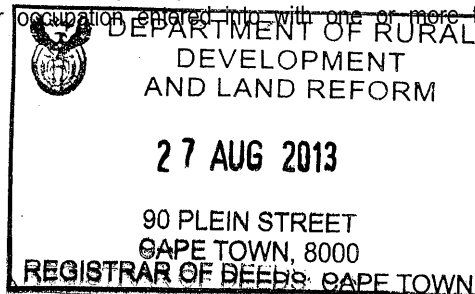
22.1.1 in respect of a first complaint, to cause a written warning to be served on the OWNER of the unit and a copy on the transgressor. The OWNER and/or the transgressor shall be given the opportunity to appeal in writing or in person at a given time, date and venue;

22.1.2 in respect of non-compliance with a similar prior ruling and/or a second complaint, cause a written notice to be served on the OWNER and/or the transgressor and / or imposing a sanction. The TRUSTEES are entitled to impose a fine of not more than R1 000 on the transgressor who may appeal. Equally the TRUSTEES may impose a fine of not more than R1 000 on the OWNER on the basis of neglecting his duty in this regard to the control of the transgressor and who shall equally have the right of appeal (as set out hereinbefore).

22.1.3 in respect of a further non-compliance and/or further complaint found, after inquiry to, and with an opportunity for the alleged transgressor and OWNER to defend themselves in the same manner as provided above, to be valid (and subject to appeal), the TRUSTEES may impose a fine of not more than R2,500 based on the transgression and/or neglect (as set out hereinbefore);

- 22.2 Previous transgressions proved on a balance of probabilities, shall not be taken into account in the event of the transgressor or the OWNER not committing a further offence within a period of twelve months after the previous event;

- 22.3 All OWNERS are obliged to include the penalty provisions set out in 22.1.1 to 22.1.3 above in any agreement of lease or occupation entered into with one or more tenants or other occupants from time to time.



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