



## LEOPARD SAFARI LODGE – Schedule Rules

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### Annexure "A"

Rules for the control and management of the development known as LEOPARD SAFARI LODGE.

#### SCHEDULE 1 RULES

The Schedule 1 rules shall be the rules as set out in the "Guide Lines for the Sectional Titles Rules" (Second Revised Edition) prepared by the South African Property Owner's Association, but subject to variation in terms of Clause 12.2 of the Use Agreement to which this schedule is annexed to the following additional sub-rule to be incorporated into the exclusive use rules: "Notwithstanding anything to the contrary set out herein, members shall be entitled with the consent of the company (which shall not be unreasonably withheld) to exchange amongst themselves exclusive use areas allocated to them. The company shall keep available for inspection by members, a schedule which shall be available to members on reasonable notice, and which shall disclose the allocation and location of the exclusive use areas and the name of the owner entitled thereto."

#### SCHEDULE 2 RULES

1. In these rules, unless inconsistent with the context:
  - 1.1 "The Act" the word Act shall bear the same meaning as that allocated to it in the definition section of the Agreement of Sale forming part hereof being the Share Blocks Control Act, Act 59 of 1980, as amended; the Property Time-Sharing Control Act, Act 75 of 1983 as amended; the Companies Act, Act 61 of 1973 as amended; and any regulations promulgated in terms of the Acts from time to time.
  - 1.2 "The member" means the registered member of a share block in the company and shall include the lessee or occupant of the chalet and the servants, employee, guest invitees, and members of the family of the member, lessee or occupant of the chalet;
  - 1.3 "The scheme" means the share block development scheme known as Copper Eagle Trading 216/TA LEOPARD SAFARI LODGE
  - 1.4 "The chalet" means the chalet allocated to the use of the member by virtue of his holding the Relevant share block and shall include the exclusive use area referred to in the Use Agreement;
  - 1.5 "The directors" means the directors of the company;
  - 1.6 "The company" means Copper Eagle Trading 216 T/A LEOPARD SAFARI LODGE;
  - 1.7 "The Schedule 1 rules" means the rules referred to above;
  - 1.8 "The Use Agreement" means the agreement of use entered into between the member and the company in respect of the chalet in terms of the Share Block Control Act, 1980.
  - 1.9 Words and phrases defined in the Use Agreement shall bear the meaning assigned to them in the Use Agreement.
2. For convenience it is recorded that in terms of the Use Agreement, as read with Section 32 of the Act, a member shall:



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- 2.1 permit any person authorized in writing by the company at all reasonable hours on notice (except in the case of emergency when no notice shall be required) to enter his chalet for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, property, or for the purpose of ensuring that the provisions of this Act and the rules are being observed;
- 2.2 use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other or other persons lawfully on the premises;
- 2.3 should any occupier act in contravention of this clause, then the management agents shall have the right to serve a written notice on the occupant to comply with the rules, and failing such immediate compliance, the management agents have the right to immediately evict the occupier without any further notice.
3. The provisions of these rules and the duties of the member in relation to the use and occupation of his chalet and of the common property shall be binding on the member and any lessee or other occupant of the member's chalet and on servants, employees, guests, invitees and members of the family of the member, lessee or other occupant of the chalet. It shall be the duty of the member to ensure compliance with these rules by any such lessee or occupant of the chalet guests, invitees and members of the family of the member, lessee or other occupant of the chalet.
4. In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the directors shall be final and binding on all parties concerned in such dispute.
5. If a member breaches any of the provisions of the Act, the Schedule 1 rules or these rules, the directors shall be entitled to exercise all rights available to them or to the company in law and in terms of the Schedule 1 rules and in particular the right to apply to court for an interdict against the offending member. The directors shall, without prejudice to the foregoing but without incurring any obligation or being bound so to do, endeavour to warn an offending member in writing of any complaint made against him and request him to refrain from any conduct likely to give rise to a complaint of a similar nature.
6. The company or the directors may in special circumstances grant a relaxation of these rules in writing and signed by the chairman, which relaxation shall be subject to such conditions as may be imposed therein for such period as may be stipulated therein and which shall be subject to withdrawal at any time by the company or the directors in its or their discretion without ascribing any reason therefore.
7. If as a result of a breach by a member of any of the provisions of the Act, Schedule 1 rules or these rules, the company or the directors instruct a firm of attorneys, the defaulting member shall be liable for all costs and charges of whatsoever nature on an attorney and client scale incurred by the company or the directors as a result thereof.
8. Without in any way detracting from or limiting the scope of the obligations of the member in terms of Section 32 of the Act, a member shall at all times and to the satisfaction of the directors whose decision shall be final and binding:
  - 8.1 keep his chalet and those areas of the common property of which he has the exclusive use and occupation in good, clean, sanitary and habitable order and condition and exercise reasonable care to maintain all electrical, plumbing and sewerage installations and services in his chalet in good order and condition.
  - 8.2 use his chalet for residential purposes only.
  - 8.3 allow no more persons to occupy the chalet at any one time than are permitted in terms of the floor plan of each flat or provided for. Should permission be granted to allow additional occupancy of the unit then and in that event the management company reserves the right to levy charges for such extra occupier.
9. Without in any way detracting from or limiting the scope of the obligation of the member in terms of Section 32 of the Act, a member shall not at any time (save at the discretion of the directors whose decision shall be final and binding) :



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- 9.1 do or permit to be done in his chalet or on the common property, anything which will or may increase the rate of premium payable by the company or any other member of a chalet on any insurance policy or which will or may result in the company or such other member incurring any expenditure attributable to his act or default;
- 9.2 not effect or cause to be effected any alterations to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to his chalet;
- 9.3 throw or permit to be thrown rubbish, refuse or other material out of the windows or doors of a chalet or generally upon the property.
- 9.4 keep any animal in his chalet or on the common property (No pets allowed).
- 9.5 do anything which may cause or allow any plants, creepers, shrubs, trees, grass, flowers or other improvements in or about the building to become damaged, destroyed or removed;
- 9.6 do any action which may disturb the nesting of water fowls or other birds;
- 9.7 remove any fauna or flora from the property or touch or damage any fauna or flora.
- 9.8 The company shall from time to time be entitled to impose in its discretion on members who in any way damage or pick fauna or flora.
10. Notwithstanding the provisions of the Schedule 1 rules, the company shall, at reasonable intervals and if required by the member, mow the lawns of the garden area reserved for a member's reserved use and effect normal garden and pool maintenance. Members shall be obliged at all reasonable times to grant access to the company's servants and agents to perform such tasks.
11. These rules are subject to variation in terms of Clause 12 of the Use Agreement.

### *Annexure "B"*

#### DESCRIPTION OF UNIT AND CONTENTS THEREOF:

- 1.1 Lounge – T.V., Crockery, cutlery, glassware, stove, fridge, sink, toaster, kettle, iron, pictures, pots and pans. All linen is supplied, excluding swimming towels.
- 1.2 Chalets-Two bedrooms sleeping four adults on suit bathrooms with living area.