

2019-04-17

PARK RULES

NAIROBI GATE OWNERS LIMITED

I certify that these Park Rules were adopted at a meeting of Directors of Nairobi Gate Owners Limited held at _____

on _____

Chairman: _____

Date: _____

1 INTERPRETATION

1.1 In these Park Rules, capitalised terms are as defined in the Principle Agreement, save where indicated otherwise or inconsistent with, or otherwise indicated by, the context –

1.1.1 "**Association**" means Nairobi Gate Owners Limited, as constituted in terms of this Constitution;

1.1.2 "**Building**" means any building constructed by the Developer or by a Leasedholder on its Premises;

1.1.3 "**Common Area**" means those areas of the Property being used by or for the benefit of all the Occupants, which shall include but not be limited to common roads, public parking, common gardens, general entertainment areas, guardhouses, perimeter walls, Development management offices and maintenance sheds, which, as at the date of this Constitution is held by the Developer and may, at a time when the Developer no longer holds any Premises, be transferred to the Association, on such terms as the Developer and the Association may decide;

1.1.4 "**Constitution**" means the Constitution of the Nairobi Gate Owners Limited as may be amended from time to time;

1.1.5 "**Design Guidelines**" means the guidelines and information that outline the manner in which building and design standards for the development of Nairobi Gate Industrial Park are to be implemented and maintained, which guideline are more fully set out in **Annexure A** hereto;

1.1.6 "**Developer**" means **Impact North (MU) Limited** acting through **Impact North (KE), a branch company of Impact North (MU) Limited**, registered under the laws of the Republic of Kenya with Certificate of Compliance No. FC-4KXTYR;

1.1.7 "**Directors**" means the office-bearers for the time being of the Association or their alternates, as the case may be;

- 1.1.8 "Development" means the Nairobi Gate Industrial Park comprising buildings and infrastructure developed or being developed on the Property by the Developer;
- 1.1.9 "Kenya" means the Republic of Kenya;
- 1.1.10 "Levy" means the monthly levy payable by Leaseholder as determined in terms of clause 17;
- 1.1.11 "Manager" means the person appointed to that office by the Association;
- 1.1.12 "Member" means a member of the Association, being the Developer and all the Leaseholders;
- 1.1.13 "Occupant" means an occupant of a Premises, being a Leaseholder, Tenant or Sub-tenant, as the case may be, who is occupying a Premises lawfully;
- 1.1.14 "Park Rules" means the rules as contained in this document, as may be amended from time to time;
- 1.1.15 "Premises" means a portion of the Property, as demarcated in the Development which shall include the Building, infrastructure and other improvements to be constructed on such portion of the Property;
- 1.1.16 "Principle Agreement" means the Lease Agreement or the Sale Agreement between the Developer and the Occupant, or the Leaseholder and Occupant as the case may be;
- 1.1.17 "Property" means:
- 1.1.17.1 all that piece of land situate in the South of Ruiru Municipality in Kiambu District containing by measurement 42,02 hectares, on which the Development is located, as more fully appears from land reference number 10902/19 (original number 10902/12/11) as delineated on Land Survey Plan Number 421875 annexed hereto.
- 1.1.18 "Proportionate Share" means the Member's *pro rata* share of expenses incurred by the Association in respect of the Common Areas, which shall

be the percentage that each Member's Premises bears against the Property (measured using land area);

1.1.19 **"the Vehicle"** means any form of conveyance, whether self-propelled or drawn by machine, animal or otherwise;

1.2 These Park Rules shall be governed by and construed and interpreted in accordance with the laws of Kenya.

2 INTRODUCTION

The Property shall be developed to provide a comfortable and secure environment for its Occupants. These Park Rules have been adopted in accordance with the Associations Constitution in order to ensure and promote such environment, and to regulate the compliance by all Occupants with any rules, regulations and Design Guidelines which may be in force. These Park Rules are not intended to limit the investment of Occupants, but rather to protect them and are binding equally on all Occupants and their Sub-Tenants. Accordingly, Occupants are not only bound by these Park Rules and Design Guidelines but they are also protected by them. These Park Rules are administered and enforced by the Directors. It is the responsibility of every Occupant to ensure that all of their invitees (including but not limited to guests and Sub-Tenants) abide by these Park Rules.

3 REFUSE

3.1 All refuse shall be kept in separate suitable containers which shall not be visible from any road or the Property of any other Occupant, except when placed in suitable plastic bags for purposes of collection by the local authority or waste collection contractors. All of the requirements of the local authority with regard to the collection of refuse shall be complied with.

3.2 No refuse shall be deposited in any area other than the area designated for that purpose by the Directors or Association.

3.3 Occupants shall deposit their refuse in the designated area and it shall not be the function or responsibility of the Property's ground staff to place refuse in such designated area.

- 3.4 Only refuse that has been placed in the refuse bags approved by the local authority are permitted to be placed in the designated area. All other refuse shall be removed from the Property by the Occupants(s) themselves.
- 3.5 Occupants shall keep their Premises clean and free from vermin to the satisfaction of the Directors and any public authority having jurisdiction over the Property in the fields of public health and/or hygiene;
- 3.6 Occupants shall not permit the accumulation of refuse in or outside the Premises or any portion of the Property.

4 SECURITY

- 4.1 All Occupant(s) and/or guests shall adhere to and comply with the Park security protocols set by the Association at all times.
- 4.2 Every Occupant must ensure that their guests and/or any contractors employed by them, adhere to and comply with the Association security protocols on the Property.
- 4.3 Security protocols may, from time to time, be added to or amended by the Directors.
- 4.4 No Vehicles or persons shall enter or leave the Property at any point except at the entrance gate other than in extra-ordinary circumstances and with the prior written consent of the Association.
- 4.5 Visitors to the Property who are not Occupants shall be required to sign the prescribed entry document stating that they will abide by both these Park Rules and the Constitution.
- 4.6 All Vehicles entering and/or leaving the Property shall stop at the Vehicle entrance.
- 4.7 No Vehicle shall enter the Property unless admitted by the guard on duty at the gate, except where the Association has issued to an Occupant a device enabling the driver to operate the Vehicle entrance gate. Such devices are issued for the use of the Occupant to whom it is issued and shall not be shared with or used by or transferred to any other person.

- 4.8 The right of admission to the Property shall be under the control of the Association, which may on any reasonable grounds deny any person access to the Property.
- 4.9 Other than those contained herein, the Manager may, in conjunction with the Association and its Directors, from time to time furnish further Park Rules in respect of security.
- 4.10 The Association recommends that all Occupants as a further security measure, install an alarm system and/or panic button after taking occupation of their Premises, which system should be compatible with the electronics of the overall system on the Property and linked thereto. The cost of such security measures added by the Occupant to the Premises do not fall within the Basic Monthly Net Rental or purchase price payable, as the case may be, in terms of the Principle Agreement. As such, the costs of all such security, manned or otherwise, necessary to protect the Premises (in the Occupant's reasonable discretion) shall be borne by the Occupant, excluding security measures for the Common Areas which shall be included in the monthly Levy.
- 4.11 The use of razor wire and barbed wire is not permitted for any fencing of the Premises.
- 4.12 The Occupant acknowledges that neither the Developer, the Association, nor its Directors, agents or employees shall in any way be responsible for any loss, theft or damage of any kind to any of the Occupant's property or the property of any of its directors, agents, employees, officers, invitees or servants, whilst contained in the Premises. The Occupant indemnifies the Developer, the Association, and its Directors, agents and employees against claims by its directors, agents, employees, officers, invitees or servants in respect of the foregoing.
- 4.13 Neither the Association nor its Directors, agents or employees shall be liable for the receipt or non-receipt or the delivery or non-delivery of goods, postal matter or correspondence of the Occupant, nor shall they be liable for anything which the Occupant or any director, agent, employee, officer, or any client, licensee, visitor or invitee of the Occupant may have deposited or left in the Premises. All goods brought by the Occupant onto the Premises shall be placed there at its

sole risk and no responsibility or liability whatsoever therefore is undertaken by the Association, its Directors agents, employees or representatives.

5 EMPLOYEES

- 5.1 All of the Occupants' employees are obliged to abide by these Park Rules and the Constitution. Occupants are obliged to supply their casual employees with copies of these Park Rules and the Constitution.
- 5.2 None of the Occupants employees shall be permitted to reside in the Property.
- 5.3 Employees of the Occupant to whom access devices have not been issued shall be required to sign the prescribed entry document with the security guard on duty at the security gate. All Occupants shall advise security of the identity of any employee to be admitted to the Property. If the security guard on duty has no record of the arrival of any employee in accordance with the provisions of this rule, the security guard may (but will not be obliged) endeavour to obtain authority from the relevant Occupant to admit the person concerned to the Property. If such authority is not obtained the security guard will be entitled to refuse the person concerned access to the Property.
- 5.4 The security guards may be requested to escort from the Property, any employee found loitering on the Property.

6 TRAFFIC

- 6.1 The movement and control of traffic and pedestrians are subject to these Park Rules and such further directives as may be made by the Association with regard thereto.
- 6.2 Motorised Vehicles shall be driven on roads only and by persons who hold valid current international or Kenyan driver's licences.
- 6.3 A maximum speed limit of 30 (thirty) km/h shall apply within the Property, provided that lower speed limits may be imposed by the Association where it deems fit.
- 6.4 The Association may by means of appropriate signage designed, give directions as to the use of roads or any portion of roads or Common Areas. Failure by any

Occupant to obey such signage shall constitute a contravention of these Park Rules.

- 6.5 No person shall drive or ride any Vehicle within the Property in such a manner that would constitute an offence under any traffic ordinance in Kenya. All Vehicles shall be in a good and roadworthy condition. Without limiting the generality of the foregoing, Vehicles emitting excessive noise and/or smoke are prohibited.
- 6.6 No Vehicles other than motor cars, i.e. trailers, light or heavy commercial Vehicles (all to be determined in the sole discretion of the Association) and the like, shall be parked on or be visible from any roads, vacant erven or other Common Areas, without the written consent of the Association, and may only be parked within those designated areas in the Property. Any Vehicle parked in contravention of this rule may be removed from the Property by the Association, the cost of which will be the responsibility of the relevant occupant. The Directors shall in their sole and absolute discretion designate parking areas and give consent for the parking of Vehicles as envisaged in this clause.
- 6.7 Day guests may park their cars on a temporary basis in the designated Common Area in front of the premises visited by them, provided that they do not park in the street and that in so doing they do not cause any disturbance or obstruction to the flow of traffic. Permanent parking in these areas is strictly prohibited.
- 6.8 The driving of Vehicles is confined to roads and driveways, provided that non-motorised Vehicles may be used on those areas (if any) specifically designated by the Association for that purpose.
- 6.9 The Director's and Association reserve the right to introduce from time to time any traffic calming measures, including, but not limited to, speed-humps that they in their discretion deem necessary.
- 6.10 Save for the above, all the provisions of the Kenyan Traffic Act, Chapter 403 (and all regulations thereto) as may be amended from time to time shall apply, as well as any other municipal by-laws or ordinances.

7 ENVIRONMENTAL ASPECTS

- 7.1 The Association shall be entitled to control all aspects of the environment in or about the Property including but not limited to the management and control of fauna and flora.
- 7.2 No Occupant shall do anything or omit to do anything that may in the opinion of the Association be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of Common Areas by Occupants and their invitees.
- 7.3 Littering is strictly prohibited. All items of litter shall be placed in the receptacles set aside for that purpose.
- 7.4 Fires may not be lit on or about the Common Areas nor on the Occupants Premises other than in properly constructed barbeque/fireplaces designed for that purpose.
- 7.5 No person shall conduct any gardening and/or landscaping on Common Areas. No person shall (without the prior written authority of the Association) pick or plant any flowers or plants on or about the Common Areas.
- 7.6 The Association shall be entitled to prohibit or restrict access to any part of the Property, or Common Areas thereto, in order to preserve the natural fauna and flora.
- 7.7 The Occupant shall assume full control of the Premises for purposes of the Occupational Health and Safety Act No. 15 of 2007, relating to the Premises and shall furthermore indemnify the Developer against any claims that may be instituted against the Developer in terms of the said Act.
- 7.8 The Occupant shall comply with all the conditions laid down in the Environment Management and Co-ordination Act No. 8 of 1999, and any other applicable environmental legislation insofar as it relates to the Premises and in particular prevent the contamination of the Premises or adjacent areas and shall furthermore indemnify the Developer against any claims that may be instituted against the Developer in terms of the said Act.

7.9 The Occupant shall ensure that the provisions of the Tobacco Control Act, together with all its regulations (as amended) are complied with by all its employees, visitors, invitees or clients.

7.10 The Occupant acknowledges that the Property in which the Premises is situated may be incomplete and it and every Person claiming occupation and use through the Occupant may suffer inconvenience from building operations and from noise and dust resulting therefrom and the Occupant shall have no claim against the Developer or its contractors by reason of any such inconvenience.

8 CONDUCT

8.1 Fireworks are strictly prohibited.

8.2 No unauthorised persons are allowed on any site where building operations are under progress.

8.3 Occupants shall at all times ensure that no nuisance emanates from the Premises or Property or cause annoyance or discomfort to any of the Occupants of the Property.

8.4 In particular and without limiting the generality of the foregoing –

8.4.1 burglar alarms must comply with any regulations which the Association may make with regard thereto from time to time;

8.4.2 all Vehicles (including in particular but not limited to motorcycles) must have efficient silencing systems which maintain their noise level emissions below the legal maximum level;

8.4.3 the use of noisy machinery and power tools in the open outside of normal working hours must be avoided; and

8.4.4 all building work, other than building work undertaken by the Association in the creation of the Property, whether undertaken by a contractor or by the Occupant, must be done during the hours stipulated by the Association from time to time for building contractors, unless written approval is given by the Association for building operations to take place outside such hours.

9 ADVERTISING/ CANVASSING

- 9.1 No advertisements by way of leaflets, pamphlets, notices etc. may be exhibited or distributed at the main gatehouse or within the Development, unless prior written approval is obtained from the manager.
- 9.2 Door to door canvassing is strictly prohibited.
- 9.3 No hawkers or informal business activities are permitted.
- 9.4 Any temporary signage for construction or “to let” signs must first be approved by the Association, the number of which will be restricted as determined by the Association.

10 SIGNAGE

10.1 Signs not permitted

- Transit advertising. This signage includes all carried advertising and /or movable advertising.
- Devices and advertising on normally moving vehicles including taxis, buses, trailers, tricycles etc,
- Pavement posters and notices. Pavement posters include all temporary signs erected within or on the road reserve, parking areas, parklands or buildings and intended to advertise any meeting or function of religious, educational, cultural, charitable, social or sporting purposes.
- Advertising on street furniture or structures.
- Banners and flags. Fabric banners fixed to fences, buildings or any other structure are not permitted.
- Spectaculars, large billboards and supra-fax.
- No signs of any nature other than those identifying the name of the Occupant or its company will be permitted along the roadway frontages.
- Aerial signs.

- Small billboards, guard tower and super trilaterals.
- No election advertising is permitted.
- No signage may project above the ridge or parapet line of any building, nor may any portion of any sign be able to be read against the sky.
- Product advertising for commercial purposes is not permitted. Trade names will only be permitted if the premises are occupied by the trade mark owning company.
- Cellular phone transmission and receiving towers are not permitted on individual stands.

10.2 Signs permitted

As per Annexure A

11 COMMERCIAL ACTIVITIES

- 11.1 No Member or Occupant shall be entitled to conduct any other commercial activity on or about the Property than allowed in terms of the relevant Principle Agreement.
- 11.2 No door to door selling is permitted.

12 FIRE PREVENTION AND HAZARDOUS SUBSTANCES

- 12.1 No person shall bring or permit any person to bring any substances into the Property or permit the storage of any substances in the Property which may constitute a fire hazard or a threat to the health of any of the Occupants or other person or which may result in the contamination of the Property.
- 12.2 Occupants shall not store, harbour, or permit the storage of harbouring of any articles upon the Premises (except for its normal stock in trade and in such event only with the consent of the Developer, or do or permit anything to be done as a result whereof the Associations fire insurance of the Property may be liable to become void or voidable. Further, the Occupant shall not bring onto the Premises any article which, by reason of its weight or other characteristics, is

liable to cause damage to the Premises. The Occupant hereby indemnifies the Association against any damage or loss which the Association may suffer as a result of the presence of such flammable material or substance or other substance, brought onto the Premises by the Occupant.

13 LANDSCAPING

13.1 All gardens on the Premises must be maintained by the Occupants, , to the standards required by the Association. Should these standards not be adhered to, the Association shall take such steps as it may deem necessary in order to ensure that the required standards are adhered to and charge the Member or Occupant therefor and the Association may, in addition, impose such fines or penalties as appropriate and in accordance with clause 14 of these Park Rules.

13.2 Rubble or other refuse may not be dumped on pavement areas, vacant stands or Common areas under any circumstances. Garden refuse bags may not be placed on pavements.

13.3 All boundary fencing must be maintained to the satisfaction of the Association.

13.4 In the event of the above requirements not receiving satisfactory treatment or attention, the Association, after having given the Occupant written notice thereof, reserves the right to undertake the necessary work at the Member's expense, and such costs will form part of the Levy in the month of debiting. The Association may, in addition, impose such fines or penalties as appropriate and in accordance with clause 14 of these Park Rules.

14 FINES AND PENALTIES

14.1 The Association shall investigate (in such manner as it deems fit) written complaints received from Members or Occupants relating to the behaviour and/or conduct of other Occupants and persons on or about the Property and shall take such steps with regard thereto as it may deem fit. The Association shall be entitled on its own initiative to investigate the conduct of any person or persons and to take such action as it may deem fit, whether or not complaints are received.

14.2 If any person contravenes or fails to comply with any of the provisions of these Park Rules or any conditions imposed by or directives given by the Association in terms of these Park Rules, the Directors shall be entitled (without limiting any other rights afforded to them in terms of these Park Rules) to impose suitable fines on the Member or Occupant concerned. If the person concerned is a guest, Occupant or other invitee of a Member, that Member or Occupant be will be liable for payment of such fine. Any fine imposed on a Member, Occupant, guest, or other invitee, shall be deemed to be a debt due and payable by the Member or Occupant concerned to the Association forthwith on demand.

14.3 The provisions of this rule are without prejudice to any other rights that the Association may have in terms of the Constitution or at law.

14.4 In the event that an Occupant, Member, or any guest of a Member's or Occupant's Premises transgresses any provision contained in the following documents:

14.4.1 Constitution;

14.4.2 Park Rules,

then the steps set out below shall be taken in respect of each transgression:

14.4.2.1 a final written warning will be sent to the Member or Occupant as the case may be via e-mail;

14.4.2.2 the Member or Occupant will have 30 calendar days from the date of such notice to remedy the breach / transgression;

14.4.2.3 in the event that the Member or Occupant remains in default following the lapse of the allotted time period noted in clause 14.4.2.2 above, the Member or Occupant will be held liable for the payment of double it's normal Levy until such time as the transgression has been rectified;

14.4.2.4 in the event that the Member or Occupant remains in default for four months after receiving the final written warning noted in 14.4.2.1 above, the member or Occupant will then be held liable for the

payment of three times its normal monthly Levy, until such time as the transgression has been rectified;

14.4.2.5 in the event that the notice date or the rectification date falls on any other date than the first of the month, the penalty amount will be pro-rated for that month;

14.4.2.6 the amount charged as penalty/fine above shall be an amount due and payable by the Member of the Association; and

14.4.2.7 the Association may instruct its attorneys to institute legal action from any competent court, having jurisdiction, against defaulting/transgressing members, and claim the costs associated with such action from the defaulting Member.

15 ENFORCEMENT OF THE PARK RULES

15.1 For purposes of the enforcement of any of the Park Rules or Design Guidelines, the Association may -

15.1.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the Member or Occupant may be guilty, and debit the cost of so doing to such party concerned, which amount shall then be deemed to be a debt owing by the Member or Occupant concerned to the Association;

15.1.2 take such other action, including court proceedings, as they may deem fit.

15.2 In the event of any breach of the Park Rules or Design Guidelines (as set out in Annexure A) by any Member, Occupant or or their guests, such breach shall be deemed to have been committed by the Member or Occupant himself, but without prejudice to the foregoing, the Directors may take or cause to be taken such steps against the person actually committing the breach as they in their discretion may deem fit.

15.3 In the event of any Member, or Occupant disputing the fact that he has committed a breach of any of the Park Rules aforesaid, a committee of two Directors appointed

by the Chairman for that purpose, shall adjudicate upon the issue at such time and in such manner and according to such procedure as the Chairman may direct.

- 15.4 Notwithstanding the foregoing, the Directors may in the name of the Association enforce the provisions of any Park Rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

16 GENERAL RULES

- 16.1 The Association shall have control of the use of all facilities and all other amenities in the Property and the Directors shall have the right to levy charges for the use thereof.

- 16.2 In general, where no specific Park Rules have applicability, the Directors reserve the right for the Manager to make rules from time to time that he deems necessary.

- 16.3 The Directors reserve the right for the Manager to amend these Park Rules from time to time in such manner as they deem necessary.

17 PAYMENT OF LEVY

- 17.1 Subject to clause 17.2, the Directors shall impose levies upon the Members and Occupants as the case may be, calculated in accordance with each Member's or Occupant's proportionate share, for the purpose of maintaining the Common Area and meeting all the expenses which the Association has incurred, or which the Directors reasonably anticipate the Association will incur, in the furtherance of its objects.

- 17.2 Save as is otherwise provided in these Park Rules and/or as may be agreed between the Association and any Member or Occupant:

- 17.2.1 the Directors shall be entitled in their sole discretion to allocate expenses between properties; and

- 17.2.2 expenses allocated to properties shall be paid and shared on such equitable basis, in proportion to the Premises occupied, as may be determined by the Directors;

- 17.3 If in the sole discretion of the Directors -
- 17.3.1 any expense is directly attributable to or increased by the specific use to which any Premises is put, the Member or Occupant as the case may be, of the relevant Premises shall be liable for such expense or additional expense as the case may be; and
- 17.3.2 any facility or service is utilised by any Member or Occupant to such an extent as to reasonably justify a greater contribution to the relevant expense than a contribution calculated in accordance with this clause 17, the Directors shall be entitled to make such special levy upon the relevant Member or Occupant, in accordance with 17.7, as may be reasonable in the circumstances.
- 17.4 The Directors shall, prior to the end of each financial year, prepare an itemised estimate of the anticipated income and expenditure (which may include a reasonable provision for contingencies) of the Association during the ensuing financial year, estimate the amount required to be levied upon the Members or Occupants during such ensuing financial year and make a levy upon the Members or Occupants in such estimated amount.
- 17.5 The Directors shall, as soon as possible after the imposition of the levy determine the amount payable by each Member or Occupant and shall forthwith advise each Member or Occupant in writing of the amount payable.
- 17.6 Such amount shall be payable in equal monthly (or such other intervals as the Directors may from time to time determine) instalments payable in advance on the first day of each month.
- 17.7 The Directors may from time to time make special levies upon the Members or Occupants or call upon them to make special contributions in respect of all such expenses which are not included in any estimates made in terms of 17.4 Such levies and contributions may be payable in one sum or by such instalments and at such time or times as the Directors shall deem fit.

- 17.8 The relevant Member or Occupant shall pay to the Association, within 30 (thirty) days of Written demand from the Directors, the Member's Proportionate Share of:
- 17.8.1 any increases in land rates or land rent, in excess of the rates payable in accordance with the annual budget; and
- 17.8.2 any additional or new or other municipal levies, imposts or Taxes and any other charges imposed by any competent authority not previously included in the Annual Budget,
- 17.9 Interest shall be payable on arrear levies at the Prime Rate plus 2 (two) percentage points or such other rate as may from time to time be determined by the Directors.
- 17.10 Any amount due by a Member or Occupant by way of a Levy or interest thereon shall be a debt due by him to the Association.
- 17.11 Notwithstanding the foregoing, no levies shall be payable by the Association in respect of unsold Bulk or land area.
- 17.12 The obligation of a Member or Occupant to pay levies shall cease upon its ceasing to be a Member or Occupant, without prejudice to the Association's rights to recover arrear levies and interest thereon.
- 17.13 No levies or interest paid by a Member or Occupant shall under any circumstances be repayable by the Association upon it ceasing to be a Member or Occupant.
- 17.14 A Member or Occupant shall be liable for and pay all legal costs, including costs as between attorney and client and collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such Member to the Association.
- 17.15 No Member shall be entitled to any of the privileges of Membership unless and until he shall have paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that Member to the Association, from whatsoever cause arising.

- 17.16 The Directors shall not be entitled to undertake on behalf of the Association any works of a capital nature, without the sanction of a resolution of the Association in general meeting.
- 17.17 The Directors shall for the period from the date of commencement of business of the Association to the last day of the turnover year of the Association in which such commencement date occurs raise levies in accordance with the principles set out above, mutatis mutandis.
- 17.18 The Association shall be entitled to charge a reasonable fee for the use of recreational amenities and other facilities.
- 17.19 All levies are due and payable monthly in advance on the first day of every month.
- 17.20 In addition a further penalty, to be determined from time to time, may be imposed on any accounts(s) unpaid and in arrears for money than after 60 (sixty) days. The Directors are entitled to publish the names of such delinquent account holders.

18 MAINTENANCE

- 18.1 The Association shall be responsible for the maintenance of the Common Area.
- 18.2 As stated in the Principle Agreement, at the Commencement Date, the Occupant or Member shall be deemed to have accepted the Premises and the appurtenances as being complete and without defect as at the Commencement Date, and shall maintain the Premises in accordance with the terms of the Principle Agreement.
- 18.3 Each Member or Occupant shall -
- 18.3.1 bear the cost of cleaning their Premises (whether contractual, statutory or otherwise);
- 18.3.2 ensure that the drain pipe(s) in or on Premises is maintained, cleaned and unobstructed;
- 18.3.3 immediately when such drain pipe becomes obstructed, blocked or damaged, have same repaired and/or reconditioned at their own expense;

- 18.3.4 maintain all exterior walls, doors, garage doors and gates on their Leased Premises which shall at all times be kept in a good state of repair;
- 18.3.5 paint exterior walls, doors, garage doors and gates in accordance with the specifications laid down by the Directors;
- 18.3.6 be liable to paint and maintain the boundary and/or perimeter walls bordering on their Premises, in accordance with specifications laid down by the Association; and
- 18.3.7 paint, repair or make good any exterior surface of their Premises or the common property bordering on their Premises when called upon to do so by the Directors or Manager/or Managing Agent, as the case may be;
- 18.3.8 not hold or permit the holding of sales by public auction in or upon the Premises;
- 18.3.9 refrain from interfering with or overloading services such as (without limitation) the electrical, plumbing or gas installations or systems serving the Premises, except as may be necessary to enable the Occupant to carry out its obligations of maintenance and repair in terms of these Park Rules;
- 18.3.10 remove any obstruction or blockage of any sewage or water pipes or drains in or used in connection with the Building, and where necessary repair or replace such sewerage or water pipes or drains; and
- 18.3.11 not overload the floor, walls, or structures of the Premises, in particular the Building.
- 18.4 In addition to the above the Association may:
 - 18.4.1 require any Member or Occupant to maintain a pavement adjacent to its Premises on the Property and, in the event of such Member failing to maintain such pavement to the satisfaction of the Association, the Association shall be entitled to take such action as it may be necessary for the maintenance of such pavement and to charge such Member concerned; and

18.4.2 In the event where the boundary of a Member's Premises on the Property also constitutes the boundary of the Development, such Member or Occupant shall be obliged to permit the Association to erect upon such Premises immediately adjacent to such boundary such walling, fencing or other equipment as the Association may determine. Such Member or Occupant shall not be entitled to interfere in any manner whatsoever with such walling, fencing, or equipment. Should any such Member or Occupant wish to erect its own walling, fencing or equipment, it shall be obliged to erect same within the walling or fencing referred to above and subject to the Design Guidelines and to permit the Association access to the boundary walling, fencing or equipment concerned.

19 CONDITIONS REGARDING BUILDING CONTRACTOR ACTIVITY

19.1 Introduction

Certain rules relating to building contractor activity in and around the Development have been adopted by the Association. The primary intention of these rules is to ensure that all building activity undertaken at the Development is conducted with the minimum of inconvenience and disruption to Members or Occupants. In the event of any queries in this respect, Owners and/or their contractors are most welcome to contact the Associations appointed Property Manager.

19.2 Legal Status

19.2.1 The rules and regulations governing building activity as set out in this document are binding on all Members and Occupants, their contractors and sub-contractors. Furthermore, all Members and Occupants are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly complied with. Members and Occupants are accordingly required to include these rules in their entirety in any building contracts concluded in respect of any Premises within the Development. The Association has the right to suspend any building activity in contravention of any of the conditions and does not accept any losses

sustained by a Member, Occupant, contractor or sub-contractor as a result thereof, or any claims for damages of whatsoever nature.

- 19.2.2 Members and Occupants are required to submit a development framework for approval by the Association which must include the Construction Environmental Management Plan and outline contractor operations for the period of construction.

19.3 Terms & Conditions

- 19.3.1 Unless otherwise agreed by the Association or its appointed representative, contractor activity is limited to the following public time hours:-

06h00 – 18h00 Normal weekdays & 08h00 – 13h00 Saturdays.

Note: Contractor activity is not permitted on Sundays and Public Holidays without special permission from the Property Manager. Special applications for contractor activity after public hours and on Public Holidays must be lodged with the Association.

- 19.3.2 Contractors personnel are not permitted to remain on site between the hours of 18h00 and 06h00, on weekdays and between 13h00 on Saturday to 06h00 on Monday morning without specific consent of the Property Manager.

- 19.3.3 All the contractors and / or the contractor's sub-contractors entering the Development in an approved vehicle, as well as passengers may be requested to verify their identity by producing a valid I.D document.

- 19.3.4 The contractor shall provide facilities for rubbish disposal and ensure that its personnel use the facility provided. Rubbish and / or rubble shall be removed weekly and not burnt or disposed of in the Park.

- 19.3.5 Materials off-loaded by a supplier which encroach onto the sidewalk or roadway must be moved onto the site by the contractor within 72 hours. Material and/or rubble must not be allowed to remain on the roadway or sidewalk and it is the contractor and the owner's responsibility to clear these

areas of all such materials and / or rubble. The same applies to sand or rubble washed or moved onto the road during building operations.

- 19.3.6 Deliveries from suppliers must be scheduled in public times only.
- 19.3.7 It is incumbent on the contractors to provide toilet facilities for its personnel in terms of Local Council regulations. A minimum 3m x 3m screened area must be available for use as a changing area for contractors.
- 19.3.8 Building boards may only be erected if they comply with the Associations specifications, details of which are available from the Association. Such boards are to be erected on the site and not on sidewalks. Sub-contractors' boards are not permitted. All boards must be removed after completion of construction.
- 19.3.9 The Member or Occupant and contractor shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Common Area property.
- 19.3.10 Should the Association have any reservations with regard to the conduct of a contractor and/or sub-contractor, the Association shall endeavour to resolve the issue with the Member or Occupant, failing which and only as a last resort, the Association reserves the right to suspend all building activity until such conduct is rectified, which it may do at any time and without notice, and free of recourse from the Member or Occupant and/or contractor and/or sub-contractor.
- 19.3.11 This document must be fully understood and accepted by the contractor, Member, Occupant and/or any subcontractor and the parties hereby undertake to comply with these rules, in addition to any further rules and regulations which may be introduced by the Association from time to time.

20 GENERAL INDEMNITY

- 20.1 The general indemnities set out in this clause 20 do not detract from, nor are limited by, the specific indemnities at clauses 4.11, 7.7, 7.8 and 12.2 of these Park Rules.

- 20.2 Neither the Association, nor the Directors are in any way whatsoever responsible for any loss or damage, suffered by, or caused to any person while such person is within the boundaries of the Property.
- 20.3 All persons entering the Property do so at their own risk and are liable to insure themselves against any and all damage, or loss, that they may suffer while in the Property.