

...my place lifestyle

27.8.14

NORTHBANK TWO LIFESTYLE ESTATE

MANAGEMENT RULES

1. Replacement of Statutory Rules

The management rules contained in Annexure 8 of the Regulations to the Sectional Titles Act are substituted in their entirety with the following rules in pursuance of Regulation 30(2) to the Sectional Titles Act.

2. Definitions

In these Management Rules and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

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| 2.1 | “LEHOA” | means the Lifestyle Estate Home Owners Association. |
| 2.2 | “Lifestyle Constitution” | means the constitution of LEHOA, a copy of which is annexed hereto, marked “MR1”. |
| 2.3 | “Body Corporate” | means the Body Corporate of the Sectional Titles Scheme known as Northbank Two Lifestyle Estate with Sectional Plan No. _____ (“Northbank Two”) |
| 2.4 | “Act / Acts” | means the Housing Development Schemes for Retired Persons Act, No. 65 of 1988 and the Older Persons Act, No. 13 of 2006; both or any one of them, as the context may indicate. |
| 2.5 | “Developer” | means Visual International (Pty) Ltd, Stellendale Village (Pty) Ltd and/or any other associated entities. |
| 2.6 | “Sectional Titles Act” | means Sectional Titles Act, No 95 of 1986. |

3. Assignment of functions and powers of Body Corporate

3.1 It is recorded that :

3.1.1 All the members of the Body Corporate are also members of LEHOA;

3.1.2 LEHOA has been duly constituted to comply with, promote, administrate, and if required to enforce the provisions of the Acts, which will ensure that members receive the greatest possible benefits from communal life in a housing scheme for retired persons of which Northbank Two forms part.

3.2 The members of the Body Corporate therefore assign the functions and powers of the Body Corporate to LEHOA, who shall be carrying out all such functions and duties required of the Body Corporate.

3.3 As a result of the assignment of the Body Corporate's functions and powers to LEHOA as per clause 3.2, the managing agent will be appointed by LEHOA, who will manage the entire housing development scheme for retired persons, as defined in the Lifestyle Constitution.

3.4 Northbank Two and the entire housing development scheme for retired persons are part of Stellendale Village, and the objective of the Developer will be to ensure proper integration of the management of Northbank Two and the entire housing development scheme for retired persons with the management of Stellendale Village.

3.5 All references herein to functions and/or duties to be performed by the Body Corporate, shall be subject to the provisions of clause 3.2 and in the event of a conflict or dispute between the Lifestyle Constitution (Annexure "MR1"), and all subsequent amendments thereof and these Management Rules, the Lifestyle Constitution will prevail.

4. Incorporation of the Lifestyle Constitution

The provisions of the Lifestyle Constitution (Annexure “MR1”) and all subsequent amendments thereof are *mutatis mutandis* incorporated herein and form part of these Management Rules.

5. Exclusive Use

- 5.1 The owner of Section _____ being the Developer, shall as envisaged in Section 27A of the Sectional Titles Act have exclusive use and enjoyment of the parts of the common property as depicted on the lay-out plan, attached hereto marked “MR2”.
- 5.2 The objective of the Developer for making the rules as contained in this clause 5 is to ensure proper integration of the management of Northbank Two with the management of the housing scheme for retired persons according to the Lifestyle Constitution.
- 5.3 The exclusive use and enjoyment referred to in clause 5.1 is subject to the right of way and access to any section of Northbank Two for all members and other persons having a lawful purpose to enter such other sections.

6. Levies

- 6.1 In addition to the Body Corporate’s statutory powers to establish for administrative expenses a fund and to levy contributions on the members, the Body Corporate shall be entitled to levy contributions on the members for the provision of services / facilities for members or their occupants such as (but not limited thereto), basic clinic facilities, a prescribed number of meals per month, cleaning and laundry services.
- 6.2 Liability for contributions levied in terms of clause 6.1 accrues from the passing of a resolution to that effect by the trustees of the Body Corporate.

6.3 The liability of the members for any and all contributions levied by the Body Corporate shall bear the same proportion to the total liability for contributions imposed on all members, as that member's voting right bears to the aggregate of voting rights of all members as provide for in clause 8 here below.

6.4 Members entitled to the right of exclusive use of a part or parts of the common property, whether or not such right is registered or conferred by these rules shall be responsible for the costs of rates and taxes, insurance and maintenance, inclusive of water and electricity in respect of such part or parts. However, the rights to exclusive use referred to in clause 5.1 are limited by the rights of all members and other persons referred to in clause 5.3, which entitles the Developer to claim a reasonable fee from the Body Corporate for the use and enjoyment of such exclusive use areas by its members.

7. **General Meetings**

7.1 It is recorded that the Lifestyle Constitution (Annexure "MR1") deals comprehensively with all aspects of general meetings.

7.2 Whereas the members of the Body Corporate assigned the functions and powers of the Body Corporate to LEHOA, and whereas all members of the Body Corporate are also automatically members of LEHOA, all general meetings of LEHOA, including the annual general meeting will automatically also be general meetings of the Body Corporate and notice of such general meetings shall be given to all members of LEHOA in terms of the Lifestyle Constitution.

7.3 Whereas the election of member trustees, as defined in the Lifestyle Constitution shall be dealt with at every annual general meeting, only one such election shall be held to elect the same persons as trustees of the Body Corporate and member trustees of LEHOA. For the avoidance of doubt, the trustees of the Body Corporate shall at all times be the same persons as the member trustees of LEHOA, subject to the provisions of the Lifestyle Constitution.

8. **Voting**

8.1 A member shall be entitled to one vote per section registered in his name at any and all meetings of the Body Corporate and in respect of any and all matters transacted at such a meeting or meetings.

8.2 If a section is registered in more than one person's name, then they shall jointly have 1 (one) vote.

9. **Transfer of Unit Restricted**

The transfer of a Unit is restricted in that the consent of the Trustees of LEHOA is required, which consent shall not be unreasonably withheld, in order to effect the transfer of such Unit to another person.

10. **Facilities and Services regulated by the Acts**

10.1 It is recorded that the Lifestyle Constitution (annexure "MR1"), the contents of which are incorporated in these Management Rules, entitles the Developer to provide certain services / facilities regulated by the Acts.

10.2 Such services / facilities will be provided in terms of separate agreements entered into between the Developer and/or its appointed sub-contractor and the occupants of Units or other older persons at reasonable tariffs.