## ANNEXURE "B"

CONDUCT RULES FOR THE BODY CORPORATE AND RESIDENTS
OF IIE MSA THE VILLAGE ALL BUILDING/BLOCK NUMBER IN TERMS
OF SECTION 35 (2)(b)OF THE SECTIONAL TITLES ACT NO. 95 OF
1986

#### 1. **DEFINITIONS**:

In these Rules and in the annexes to these Rules-

- 1.1 clause headings are for convenience and are not to be used for interpretation;
  - 1.1.1 unless the context indicates a contrary intention an expression which denotes:
    - 1.1.1.1 any gender includes the other genders;
    - 1.1.1.2a natural person includes a juristic person and *vice versa*;
    - 1.1.1.3the singular includes the plural and vice versa;
    - 1.1.1.4 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time:
    - 1.1.1.5where any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of

the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

- 1.1.1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.1.1.7 schedules or annexures to these Rules shall be deemed to be incorporated in and form part of these Rules.
- 1.2 In these Rules and the Annexes the word "Rule" refers to these Rules and the words "clause" or "clauses" and "Annex" or "Annexes" refer to clauses of and

- annexes to these Rules.
- 1.3 Words and expressions to which a meaning has been assigned in the Sectional Titles Act (No 95 of 1986) and/or the Deeds Registries Act (No 47 of 1937) shall bear the meanings so assigned to them, unless defined in Clause 1.5 hereof.
- 1.4 References to notices, statements and other communications by or from the Trustees include notices by or from the Trustees and/or Manager.
- 1.5 In these Rules the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:-
  - 1.5.1 "Act" means the Sectional Titles Act (No. 95 of 1986) as amended from time and any regulations made and in force thereunder pertaining thereto;
  - 1.5.2 **"Body Corporate"** means the Body Corporate of IIE MSA established in terms of section 36 of the Act for the Scheme;
  - 1.5.3 **"Building"** means the individual Residential buildings erected or to be erected on the Land by the Developer (or its successor in title) and which is shown on the Sectional Plan as part of the Scheme:
  - 1.5.4 "Campus" means IIE MSA University Ruimsig Campus
  - 1.5.5 "Common Property" in relation to the Scheme, means -
    - the Land included in the Scheme:
    - such parts of the Building or Buildings as are not included in a Section; and
    - Land referred to in section 26 of the Act:
  - 1.5.6 **"Deeds Registries Act"** means the Deeds Registries Act No. 47 of 1937, and any regulation made thereunder;
  - 1.5.7 "Developer" means Southnet Fairview Registration No. 2001/005792/07, its successors in title and assigns and includes -
    - for the purposes of sections 10 and 15 B (3) (c) of the Act, also the agent of any such person or its successor in title, or any other person acting on behalf of any of them; and

- for the purposes of rebuilding any of the Buildings deemed to have been destroyed as contemplated in section 48 of the Act, the Body Corporate;
- 1.5.8 **"Land"** means Portion 1 of Erf 76, Willowbrook Extension 11 Township, Registration Division I.Q, Province of Gauteng;
- 1.5.9 **"Manager"** means the duly appointed Manager for any of the Buildings appointed by IIE MSA;
- 1.5.10 "Management Rules" means the Management Rules referred to in section 35 (2) (a) of the Act;
- 1.5.11 "IIE MSA Residency Rules" mean the Conditions of Residency for Student Residences (S1- 2008) and the General Regulations of the Student Residences of IIE MSA as amended from time to time and any regulation made and in force there under:
- 1.5.12 "IIE MSA" means Monash Property South Africa (Proprietary) Limited Registration number 2000/005860/10 and Monash South Africa Limited (Association Incorporated under section 21 A) (Incorporated in Australia) Registration Number: 2005/009321/10 and includes all or any holding company or companies and all subsidiaries thereof, including any company or companies controlled by such holding company or any such subsidiary;
- 1.5.13 "Occupier" means any person occupying or entering the Land, or any of the Buildings or any Section or any other part of the Land or Buildings or Section;
- 1.5.14 **"Owner"** means the registered owner of a Section and as defined in the Act;
- 1.5.15 "Participation Quota" in relation to a Section, means the percentage determined in accordance with the provisions of sections 32 (1) or
  - (2) of the Act in respect of that Section, for the purposes referred to in section 32 (3) of the Act and shown on the Sectional Plan in accordance with the provisions of section 5 (3) (g) of the Act;
- 1.5.16 **"Premises"** means the whole of the Land as defined below including but not limited to that of IIE MSA University and all buildings thereon:
- 1.5.17 "Resident" mean any Owner, Occupier or tenant of a Section;

- 1.5.18 "Scheme" means the sectional development scheme in respect of the Buildings erected (or to be erected) by the Developer on the Land for purposes of providing residential accommodation for bona fide enrolled students and staff of IIE MSA;
- 1.5.19 "Section" means a Section shown as such on the Sectional Plan;
- 1.5.20 "Sectional Plan" means the Sectional Plan approved by the Surveyor General which shows the Buildings and the Land comprised in the Scheme;
- 1.5.21 "**Trustee**" means a Trustee of the Body Corporate duly appointed in terms of the Management Rules and shall include an alternate Trustee:
- 1.5.22 "Unit" means the Section together with the undivided share in the Common Property apportioned to that Section in accordance with the Participation Quota of the Section as indicated on the Sectional Plan;
- 1.5.23 **"University"** shall mean the University known as IIE MSA(Ruimsig Campus);
- 1.5.24 **"Vehicles"** shall mean any motor car, motor cycle or motorised bicycle.

# 2. **CONDUCT RULES ON ACCOMODATION**:

- 2.1 The IIE MSA Residency Rules shall be applicable to the Buildings and all or any Owner and/or Resident and the terms and conditions of the said IIE MSA Residency Rules shall be read as if specifically incorporated herein.
- 2.2 In the event of any of the provisions of these Rules at any time being in conflict with the IIE MSA Residency Rules, the Owners and Trustees shall be obliged to exercise their voting rights in favour of the passing of a unanimous resolution in terms of which the relevant conflicting provisions in these Rules are amended in order to remove the conflict insofar as may be permissible in terms of the Act.
- 2.3 Without derogating from the above, the following accommodation regulations of the IIE MSA Residency Rules are applicable to all Owners, Occupiers, Residents and tenants:

- 2.3.1 if a Resident wishes to move from his Unit to another, the Manager of the Building shall do his best to assist but there can be no assumption that a transfer will be possible, the Resident shall be liable for rental of the Unit until a suitable replacement tenant can be found;
- 2.3.2 in accordance with community living at IIE MSA, the Resident shall be responsible for the behavior of their visitors, who are expected to leave by 11pm on Sunday to Thursday and midnight on Friday and Saturday;
- 2.3.3 no Resident, resident body or group of residents and/or students may arrange a meeting on the premises to which non-University speakers have been invited, or may convene a meeting on the premises unless authorized by the Manager of the Building;
- 2.3.4 in the event of illness of a Resident, the Manager has the right to obtain medical assistance or to send the Resident home or to a hospital at the Resident's expense, it is the obligation of a Resident to inform the Manager of any Medical Condition that he may have that requires specialized medical treatment and or contagious disease;
- 2.3.5 each Resident shall participate to the best of his ability in the communal life of IIE MSA and other IIE MSA Residences and show consideration for other Residents and for the furniture, property and Buildings. It is especially important that Residents do not initiate, contribute or allow to continue, any action which makes any noise which disturbs other residents. Noise, originating from and audible outside the confines of a Resident's own Section is deemed to be excessive:
- 2.3.6 immediate notice to vacate will be given if a Resident's Section becomes unfit for living in;
- 2.3.7 there shall be no assignment or sub-letting of a Section without the written consent of the Trustees;
- 2.3.8 use of the Section shall be only for residential purposes and no Resident shall allow or permit any other person to take up residence in the Section, or to overnight in the Section without prior consent of the

Manager;

- 2.3.9 the Resident shall observe all written rules and regulations made in respect of the Buildings;
- 2.3.10 the Manager shall be responsible for all aspects of administration of the Buildings, and for enforcing these Rules and all or any rules and Regulations pertaining to students/residents of IIE MSA and to exercise authority over all Residents and visitors to the Building;
- 2.3.11 the Manager and Trustees reserve the right of entry to the Land, Buildings and/or any part thereof. The Owner may inspect his Unit with prior approval of the Manager, which approval shall not be unreasonably withheld;
- 2.3.12 a Residents shall not enter any Section other than his own unlawfully or without permission;
- 2.3.13 the Manager and/or Trustees are not responsible in any way for loss of Resident's property or for the safekeeping of Residents property, lost property is to be handed to the Manager and such lost property and or belongings left by departing Residents will, unless prior arrangements have been made, be disposed of after one week;
- 2.3.14 Residents who do not comply with these Rules and regulations and those of IIE MSA will be required to vacate his Section and the Buildings immediately on receipt of a written notice by the Trustees or Manager to do so and will remove all his possessions in terms of the eviction notice:
- 2.3.15 Residents with a poor disciplinary and financial record in terms of their residency will not be re-admitted in the following academic year;
- 2.3.16 accommodation is only available to bona fide enrolled students and staff of IIE MSA, if enrollment at IIE MSA is terminated or invalidated, the Resident will be unable to remain in the Section and the Tenancy Agreement will be terminated forthwith;

2.3.17 in the event that a Unit cannot be let to a bona fide enrolled student as envisaged in clause 2.3.16, then and in that event only, the Unit may be let to a non student for a semester. Should a student then be available they shall have preference over a non student in letting the premises.

#### 3. **GENERAL RULES ON ACCOMODATION**

Inter alia a Resident shall:

- 3.1 not cause or permit any unlawful or disorderly conduct of whatsoever nature in his Section or on the Common Property. Nor shall he by willful or negligent conduct create or cause a nuisance or any other unreasonable inconvenience to the Owner or lawful Occupier of any other Section or to the Trustees, servants or Manager of the Body Corporate or cause complaints to be lodged with IIE MSA or the Manager;
- 3.2 not to interfere with, give instructions to or make requests to any staff employed by the Body Corporate;
- 3.3 in addition to these Rules and the IIE MSA Residency Rules, be bound by the statutory and general obligations of Owners and Occupiers as set out in the Management Rules, and all or any rules or regulations of IIE MSA applying to students and/or persons entering the Campus;
- 3.4 not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or Common Property as to cause a nuisance or obstruction;
- 3.5 not bring into the Section and or upon the Premises any article which, by reason of its weight or other characteristics, is liable to cause damage to the Section and/or Buildings and/or the Premises;
- 3.6 Residents and/or their guests may be given immediate notice to vacate their Section and/or leave the Premises for the occurrence of any of the following events and the Trustees in consultation with the Manager, reserve the right to immediately terminate the Resident's occupation and or to claim damages;
  - 3.6.1 physical assault and or physical harassment;
  - 3.6.2 sexual assault and or sexual harassment;
  - 3.6.3 verbal abuse against another person;

- 3.6.4 threatening, hostile or intimidating behavior, contributing to, and or enticing any such behavior which, inter alia abuses or interferes with the work or study of a student, Resident or member of staff in general and specifically in relation to a person's beliefs, race gender or sexual orientation;
- 3.6.5 intentional damage to property;
- 3.6.6 drunken and disorderly behavior;
- 3.6.7 excessive noise:
- 3.6.8 unauthorized use of and/or interfering with fire fighting equipment;
- 3.6.9 unauthorized entry;
- 3.6.10 bringing pets into the Section and/or Building;
- 3.6.11 bringing firearms, explosives or other weapons onto the Premises;
- 3.6.12 throwing objects from the Buildings windows or roof;
- 3.6.13 subletting without authorization;
- 3.6.14 theft or acts of theft or damage to the property of any person or the possession of property known to be stolen;
- 3.6.15 preventing the Manager or Trustees or maintenance personnel from completing authorized duties;
- 3.6.16 contravening any Health and Safety Act or measure;
- 3.6.17 failure to pay rental under any Tenancy agreement;
- 3.6.18 use of the facilities of the Scheme and/or Campus for illegal purposes or purposes detrimental to the Body Corporate of IIE MSA;
- 3.7 not contravene any of the conditions of title of the Land and/or Scheme or conditions of establishment and the conditions of any applicable Town Planning Scheme which have been or may be laid down in respect of the Land and/or Scheme by the Local Authority or any other competent authority and any amendments of any such conditions which may be made at any time or any of the laws, rules or regulations affecting Owners, tenants or Occupiers of the Buildings or any part thereof;
- 3.8 refrain from interfering with the electrical, plumbing or gas installations or systems serving the Section or the Buildings, except as may be necessary to enable the Owner or the Trustees to carry out its obligations of maintenance and repair thereof;
- 3.9 not be in possession of any key/s to any unit or other premises on Campus that he is not authorized by the Manager or Trustees to be in possession of;
- 3.10 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Section;
- 3.11 provide at his own expense replacement of all electric, fluorescent and incandescent light bulbs required in the Section;
- 3.12 be responsible for all glass, both internal and external, on the Section, including all mirrors and window panels;

- 3.13 not cause or allow any loudspeakers, radios, television sets or similar apparatus to be operated in a manner such as to be heard outside the Section or to be seen outside the Section.
- 3.14 not remove furniture or fixtures out of the Section;
- 3.15 not cook any food in any area other than the kitchen area of his Section;
- 3.16 at all material times comply with such reasonable rules and regulations as are laid down in writing by IIE MSA or on behalf of the Trustees in connection with-
  - 3.16.1 the security of the Premises and the Campus and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Premises and/or Campus or any parts thereof;
  - 3.16.2 the driving and parking of vehicles on or about the Premises and the Campus;
  - 3.16.3 the utilization of common amenities and facilities on the Premises and the Campus;
  - 3.16.4 not solicit, or canvass for business and not distribute any pamphlets, handbills or other advertising matter on motor cars parked in the parking area or in any other part of the Common Area or Campus;
- 3.17 not leave or permit to be left any packages, furniture, cycles, handcarts, boxes, bags, paper, rubbish or any other goods or articles upon or in service areas, landings, stairways or passages or in any part of the Premises other than specific areas allocated to the Resident for the express purpose concerned, in which areas no unreasonable accumulation of any articles or matter shall be made or permitted by the Resident;
- 3.18 not harbour or permit the storage or harbouring of any articles upon the Buildings or do or permit anything to be done as a result whereof the fire insurance of the Buildings may be liable to become void or voidable or the premiums in respect of such fire insurance may be increased.
- 3.19 not conduct any business from the Section or the Common Property;
- 3.20 not keep any animal or pet in the Section or upon the Common Property;
- 3.21 not consume or cause to be consumed alcohol on the Section or any part of the Common area unless authorized by the Manager and/or Trustees, nor

- sell or cause to be sold alcohol upon the Section or any part of the Common Property;
- 3.22 not cause or attempt to cause any Resident to be intoxicated nor bring alcohol to an event or upon the Campus unless authorized by the relevant authorities;
- 3.23 ensure that visitors are behaved and comply with all the rules of the Buildings and/or IIE MSA;
- 3.24 not hang any washing or laundry from the Sections windows, balcony or in any other manner allow washing or hanging items to be visible from the outside of the Buildings and shall only hang laundry in the designated areas for washing. Furthermore, the Resident or Owner shall not hang laundry or other items in, on or from any other part of the Common Property other than in the designated area for the hanging of laundry;
- 3.25 not initiate nor partake in any form of initiation.

#### 4. **HEALTH AND SAFETY**

For, reasons of health and safety:

- 4.1 the following are absolutely forbidden;
  - 4.1.1 appliances that draw more than 1 kilowatt of power;
  - 4.1.2 personal heaters of **any** kind;
  - 4.1.3 candles, incense or anything that generates a naked flame;
  - 4.1.4 missiles, fireworks, firearms and other weapons;
  - 4.1.5 pets or animals;
  - 4.1.6 alcohol;
  - 4.1.7 extension cords;
- 4.2 the following will be allowed:
  - 4.2.1 electric kettles and microwave ovens, to be used only in the kitchen area:
  - 4.2.2 refrigerators, not exceeding 120 cubic liters;
  - 4.2.3 Multi-plugs with individual switches and fuses are allowed;
  - 4.2.4 use of the allocated network points, the Resident shall not share or distribute his IP address nor shall he abuse or damage any IT component or infringe on any copyright. The Trustees and IIE MSA reserve the right to withdraw any internet or other IT privilege.
- 4.3 keep his Section free from rodents white ants, borer and other wood destroying insects and pests and to this end shall permit the Trustees, the

Manager, or their duly authorised agents or employees, to enter upon the 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, eradication of 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 any such pests, shall be borne by the owner of the Section concerned;

# 5 **REFUSE DISPOSAL**:

The Resident, Owner and/or Occupant of a Section shall -

- 5.1 maintain in a hygienic and dry condition, a receptacle for refuse within his Section, and is to dispose of such refuse in the receptacle in the designated area of the Common Property as may be authorised by the trustees;
- ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- 5.3 not allow any rubbish, debris, dirt or refuse to be left or stored in the section, entrances, exists or any other area of the Common Property of the Buildings;
- 5.4 not place or cause to be placed any garbage, rubbish, dirt or refuse anywhere except in such places as have been specifically designated there for by the Trustees or Manager;
- 5.5 not place or cause to be placed any garbage or rubbish other than in the municipal dustbins as provided and which shall at all times be supplied with the standard plastic bags as required by the Local Authority;
- 5.6 Not allow his dustbin/garbage bags to be unhygienic or offensive;

#### 6 MAINTENANCE:

- 6.1 The Owner and/or Occupant of a Section shall at all times and at his own expense maintain his Section use area in good, clean, hygienic, tidy and habitable order and condition and shall be responsible at his own expense for:
  - 6.1.1 all interior painting, maintenance, remedying or blockage of sewers and sanitary equipment and connections;
  - 6.1.2 remedying of water pipe leaks both in his Section and up to the

connections with the communal drain;

- 6.1.3 remedying of excessive water overflow of any equipment or installation in his Section and/or Exclusive use area;
- 6.1.4 repair of any nature whatsoever in or on his Section or Exclusive use area;
- 6.1.5 geysers.
- 6.2 All such repairs, remedying or maintenance shall be done immediately after they become necessary or after being requested to do so by the Trustees or Manager.
- 6.3 An Owner and/or Occupant shall be obliged to maintain the Section and its contents and take all reasonable and necessary steps to keep such area in a clean, hygienic, neat and attractive condition.
- 6.4 There shall be no obligation upon the Body Corporate to maintain or insure the internal content of a Section.
- 6.5 The Owner and/or Occupant of any Section shall at all times collaborate with the reasonable instructions and requests of the Trustees for the purpose of maintenance and this includes reasonable access by such Trustees to inspect a Section.

# 7 FIRE CONTROL RULES:

The Owner or other lawful Occupant of any Section shall not use, abuse or tamper with or cause to be tampered with, abused or used any fire-fighting equipment for any other purpose than as permitted or prescribed by the fire regulations of the relevant municipality.

#### 8 <u>DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY:</u>

- 8.1 An Owner or Occupant 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 Manager.
- 8.2 The Owner shall be responsible to maintain at his own costs any alterations and additions effected to his Section.
- 8.3 Any blockages to plumbing and pipes shall be for the account of the Resident of the Section.

## 9 APPEARANCE FROM OUTSIDE:

- 9.1 The Owner or Occupier of a Section, shall not place or do anything on any part of the Common Property including balconies, patios and stoops which in the discretion of the trustees is aesthetically displeasing or undesirable when viewed from the outside of the Section or the Building.
- 9.2 The exterior of any Section shall not be painted in any other colour scheme than that colour scheme approved by the Trustees.
- 9.3 No Owner or Occupier of a Section, shall place or give authorization to be placed any sign, notice, bill board or advertisement of any kind whatsoever, on any part of the Common Property or of a Section so as to be visible from outside of the Section or Common Property, without the written consent of the Trustees first having been obtained. Only one "for sale"/"to let" notice per unit will be permitted and such notice may only be placed in the area designated by IIE MSA for such notices to be placed.

#### 10 LEASING OF SECTIONS:

- 10.1 Any Owner who lets, rents out or grants permission to a person to use his Section shall include in the lease agreement the provisions of these Rules.
- 10.2 The Owner of any Section who lets his Section shall, at the request of the Manager, take all reasonable steps against such owner/ tenant who fails to abide by these Rules. Should the Owner of a Section fail to take such reasonable steps against its tenant to abide by the Conduct Rules, the Trustees shall be entitled to take such steps against the Owner and/or Occupier of the Section to enforce compliance to the Rules and the Body Corporate shall be entitled to recover all legal costs incurred thereby from the Owner and/or Occupier jointly and severally, the one paying, the other to be absolved.
- 10.3 The provisions of these Rules and the duties of the Owner and Resident 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 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.

# 11 FINANCE:

All levies shall be paid one month in advance. Interest at a rate as determined by the Board of Trustees from time to time will be charged on outstanding levies as from the first day after such levy was due.

# 12 <u>VEHICLES:</u>

All Residents, Owners, visitors and the like are bound by the traffic rules of which are to be read as if incorporated herein. Where any discrepancy between these Traffic Rules and those of the University arises, the Traffic rules of are to apply. The following rules shall apply on the Premises:

- 12.1 All vehicles brought onto the Premises will be at the owner or drivers own risk
- 12.2 All drivers of vehicles are to be in possession of a valid drivers license and all vehicles are to bear a valid license disc issued by IIE MSA. All vehicles are to be in a roadworthy condition.
- 12.3 A parking disc will be issued by the Manager of the building.
- 12.4 Every Resident wishing to bring a vehicle onto the premises or park it thereon, must apply for a valid parking registration disc to be affixed to the right front, inner side of the windscreen. These discs will be issued by the Manager of the Building.
- 12.5 No vehicle may be parked on the Premises unless the parking disc is displayed.
- 12.6 No copying, reproduction, duplication or altering of the parking disc will be allowed.
- 12.7 All traffic signs and road markings including, but not limited to reserved parking bays are to be observed.
- 12.8 A vehicle may not be parked in such a way that it creates an obstruction.
- 12.9 A vehicle may not be driven in a reckless or negligent manner or whilst under the influence of alcohol or drugs.
- 12.10The speed limit on the premises is 10km/hour which shall be observed at all times.
- 12.11"Spinning of tyres", revving of engines, hooting and the playing of loud music in the vehicle, whilst on the premises, will not be permitted.
- 12.12No repairs to vehicles may be effected on the premises.
- 12.13No interference with a wheel clamp or similar device is allowed
- 12.14Further parking rules may be issued by the Trustees and/or IIE MSA should it become necessary.
- 12.15The Manager of the Building is authorized to accept complaints from any person or authority with regard to any vehicle or its driver on the Premises. In the event that the Manager is unable to deal with the traffic violation or a reprimand by the Manager is ignored; the complaint will be referred to the Trustees.
- 12.16The Trustees are empowered to hear any traffic violations. They may impose all or any of the following:
  - Impose a fine not exceeding R600,00 and date by which it is to be paid. The monies shall be paid into the Banking account of the Body Corporate.
  - Revoke the parking disc for a stipulated period or indefinitely.
  - Refer the matter to the Vice-Chancellor of IIE MSA.

- Suspend all or part of the fine.
- Issue a warning and written reprimand.
- Make any order it deems fit.

# 13 CONTRAVENTION OF CONDUCT RULES:

If as a result of a breach of any of these Rules by any Owner or Resident, the Trustees instruct an attorney to take legal action against the Owner or Resident to enforce these Rules, the defaulting Owner or Resident shall be liable for all costs and charges of whatsoever nature on an attorney-and-client scale incurred as a result thereof.

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS ABOVE.
SIGNED BY TENANT
ON THIS DATE