CONDUCT RULES

(VERSION 2.2)

In terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011)

For the use and enjoyment of the sections and common property of

THE BODY CORPORATE OF THE

SWANSON TERRACE

SECTIONAL TITLE SCHEME

NO:- SS /

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1. HEADING

The conduct rules contained herein are the rules prescribed in terms of section (10)(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as substituted, added to, amended or repealed by the body corporate.

2. **INTERPRETATION**

(1) In the interpretation of these rules, unless the context indicates otherwise:-

(a) **"agent"** means an estate agent or letting agent appointed by or on behalf of the owner of a section;

(b) **"body corporate"** means the Body Corporate of the Swanson Terrace Sectional Title Scheme No SS / ;

(c) "Building" means a building in the scheme;

(d) "common property" means the land included in the scheme and such parts of the building or buildings as are not included in a section;

(e) "exclusive use area" means a part or parts of the common property for the exclusive use by the owner or owners of one or more sections;

(f) "invitees" means the family members, guests, visitors, employees, workers, contractors, agents, service providers or other invitees of the owner or occupier of a section or exclusive use areas;

(g) "minor alterations" means alterations made to or attachments, additions or devices attached to the common property or to the outside of a building;

(h) "Municipality" means _____ or its successors in title or assigns;

(i) "occupier" means a tenant or other occupant of a section in the scheme;

(j) "owner" means the owner of a unit or exclusive use area in the scheme;

(k) "scheme" means the Swanson Terrace Sectional Title Scheme No SS _____ / ;

(l) "section" means a section shown as such on the sectional plans of the body corporate;

(m) "structural alterations" means alterations which are of a permanent nature and which alter the form, structure or essential framework of a building or part of a building on the inside or outside thereof, and the following shall be regarded as structural alterations:-

(i) the removal, reconstruction and/or construction of a floor (concrete slab), wall or ceiling of a section or a part of such floor (concrete slab), wall or ceiling, including the drilling into of any concrete slab.

(ii) alterations to the pipes, wires, cables and/or ducts in respect of a section and/or the common property;

(iii) the removal, reconstruction and/or construction of a building or building improvement or structure in respect of a section, and/or exclusive use area and/or the common property;

(iv) the enclosing or partial enclosing of a stoep or balcony;

(v) the extension of the boundaries or floor area of a section;

(vi) the subdivision of a section;

(vii) the destruction of a section or part thereof;

(viii) the consolidation of two or more sections;

(n) "tenant" means the lessee or tenant renting a section in the scheme;

(o) "the Act" means the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011);

(p) "these rules" means these conduct rules, including the annexures thereto from time to time;

(q) "trustees" means the trustees of the body corporate from time to time;

(r) "unit" means a section and an undivided share in common property apportioned to the section in accordance with the participation quota of the section.

(2) **<u>In the interpretation of the rules:-</u>**

(a) any annexure to these rules shall form part of the rules;

(b) the headings of rules must not be taken into account;

(c) words and expressions to which a meaning has been assigned in the Act, the management rules and/or these rules shall bear the meaning so assigned to them;

(d) words importing –

(i) the singular must be interpreted to include the plural, and the plural to include the singular;

(ii) any one gender must be interpreted to include all other genders;

(iii) a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply;

(e) when any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

(f) if any provision in a definition in these rules is a substantive provision conferring rights or imposing obligations on any of the owners or occupiers then, notwithstanding that it is only in the definition clause of these rules, effect shall be given to it as if it were a substantive provision in the body of these rules;

(g) the *contra proferentem* rule shall not be applied;

3. AMENDMENT AND BINDING NATURE

(1) The body corporate may substitute, ament repeal, or add to the conduct rules subject to and in accordance with the provisions of section 10 of the Act.

(2) An owner must take all reasonable steps to ensure compliance with the provisions of these rules by the occupier of his section or exclusive use area, and the invitees to his section or exclusive use area.

4. WRITTEN CONSENT OF THE TRUSTEES

(1) Whenever the written consent of the trustees is required in terms of these rules, application for such consent must be made in writing and the applicant must provide the trustees with all the information and documentation required by them to make an informed decision.

(2) The written consent of the trustees in terms of these rules or the withdrawal thereof must be in such format as the trustees shall from time to time determine. If the trustee refuse their consent, reasons for such refusal must be provided to the applicant. The trustees may attach reasonable conditions to their consent.

(3) The trustees may withdraw their consent, in the event of non-compliance with any of their conditions, provided that the trustees must exercise their discretion to withdraw their consent reasonably. If the trustees have withdrawn their consent, the trustees must notify the owner or occupier in writing and provide reasons for their decision.

(4) If an owner or occupier disputes a decision of the trustees in terms of these rules he may submit a complete and motivated complaint to the body corporate per the prescribed complaint form, without prejudice of his other rights.

5. RULES RELATING TO KEEPING OF ANIMALS

(1) An owner or occupier may not keep any poisonous, exotic or other undomesticated pets or poultry, pigeons aviaries or livestock.

(2) An owner or occupier may in special cases and on written application to the body corporate, who in its sole discretion and on such conditions as it may determine, be allowed to keep a pet that would otherwise not be allowed;

(3) Dogs are to be safely confined within the boundaries of the relevant section. When walked in private open spaces and common property, dogs must always be restrained on a leash;

(4) An owner or occupier must ensure that his or her pet does not create a nuisance or cause a disturbance;

(5) An occupant and owner must immediately remove any excrement deposited by his or her pet outside his or her section;

(6) An owner or occupant must at least once a day remove any excrement deposited by his or her pet inside of his or her section;

(7) Pets must wear a collar fitted with a tag indicating the contact details of its owner. Stray pets without identification will be rescued and taken to the SPCA or a suitable shelter;

(8) The use of pyramid mirrors and ultrasound devices as bird deterrents are not allowed;

(9) Installation of thin translucent spikes that will cover entire ledges will only be considered after a written application and pictures of the installation is submitted to the trustees for consideration;

(10) Where pets are found to be neglected, for example, left to fend for itself or failing to provide it with medical attention, the trustees reserve the right to remove the pet with the assistance of the SPCA. Owners and occupants must ensure that suitable arrangements are made for the care of pets when away overnight or longer;

(11) No person will be allowed to inflict physical cruelty to a pet or any animal or subject it to any violence.

6. VEHICLES

(1) An owner or occupier must park his vehicle in the exclusive use area, parking bay of garage allocated to the section owned or leased by him. No truck, caravan, boat or trailer may be parked on an exclusive use area, parking bay if it exceeds the boundaries of the parking by.

(2) An owner or occupier must not, except in a case of emergency, without the written consent of the trustees, park a vehicle, allow a vehicle to stand or permit an invitee to park or stand a vehicle on any part of the common property. A consent under must state the period for which it is given.

(3) Visitors must park their vehicles in the area designated as visitor's parking outside the premises of the scheme.

(4) Severely damaged or neglected vehicles that are not in general use or that are not roadworthy may not be parked or left on an exclusive use area, or on any portion of the common property without the prior written consent of the trustees, and subject to compliance with the conditions imposed by them.

(5) The trustees may cause any vehicle, which is parked, standing or abandoned on the common property contrary to these rules or without the written consent of the trustees to be wheel-clamped, and only to be released upon payment of the release fee required by the trustees and/or upon payment of the legal costs and other costs incurred by the body corporate in the process.

(6) Owners and occupiers must ensure that their vehicles land the vehicles of their invitees to not drip or spill fuel, oil or brake fluid onto an exclusive use area or any part of the common property or impair or deface the clean appearance of the common property in any other manner.

(7) No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on an exclusive use area, or on any portion of the common property, or in a section.

(8) No person may drive a vehicle on the common property in a manner which is considered to be dangerous, reckless or negligent in the opinion of the trustees. All drivers must observe the road signs and keep proper lookout for other vehicles and pedestrians. No vehicle may be driven on the common property by any person who does not possess a valid driver's license.

(9) Vehicles must be driven as quietly as possible on the common property. Hooters or similar audible warning devices (excluding alarms and immobilisers) may not be used on the common property, except in the event of an imminent danger or in an emergency. Vehicle radios or music systems may not be used on the common property so as to be audible outside the vehicle concerned. Alarms and immobilisers may not cause an undue disturbance to owners or occupiers of sections.

(10) The parking and driving of a vehicle on the common property shall be at the risk and responsibility of the driver and/or the owner of the vehicle. The body corporate, the trustees, and the employees, agents and contractors of the body corporate shall not be liable for any loss or damage of whatsoever nature that any person may suffer as a result of a vehicle having been parked or driven on the common property.

(11). Owners and occupiers shall not leave obstructions to the vehicular- or pedestrian traffic on the common property.

(12). A Resident is allowed to wash his or her vehicle on the common property by using a bucket. No one will be allowed to use a garden hose

7. REFUSAL AND WASTE DISPOSAL

(1) An owner or occupier must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.

(2) An owner or occupier must:-

(a) ensure that refuse is securely wrapped in suitable, strong refuse bags and, in the case of tins or other containers, ensure that they are completely drained before being deposited into a refuse bin in the refuse area designated by the trustees;

(b) for the purpose of having refuse removed, place his refuse bags in the refuse bins in the refuse area designated by the trustees;

(c) ensure that he does not, in disposing of refuse do something which may adversely affect the health, hygiene or comfort of an owner or occupier of another section;

(d) not dispose of any broken glass or bottles (broken or whole) in the refuse bins, but must place such items in the containers provided for this purpose;

(e) support any recycling initiative that may be introduced by the Municipality and/or the trustees, by placing all recyclable refuse in the containers that maybe provided for this purpose.

(3) No refuse bags or refuse bins may be placed or left on the common property contrary to sub-rule (2). In particular an owner or occupier must not deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8. MINOR ALTERATIONS

(1) An owner must not, without the written consent of the trustees, mark, paint, drive nails, screws or other objects inti, or otherwise damage or deface a structure that forms part of the common property or of the outside of a building.

(2) An owner must obtain the prior written consent of the trustees, which approval must not be unreasonably withheld, to install a locking or safety device to protect the section against intruders, or a screen to prevent entry of animals or insects, provided that the device or screen must be soundly built and is consistent with design, colour, style and materials approved by the trustees.

(3) An owner must not construct or erect any attachment, addition or device to or on any part of the common property or any part of the exterior of a building without the prior written consent of the trustees, and subject to their approval of the nature, design, and the manner and lace of installation, of the attachment, addition or device.

(4) To obtain the written consent of the trustees in terms of sub-rules (1), (2) or (3), the owner must apply to the trustees in writing. The application must be accompanies by sufficient sketch plans, architectural drawings and specifications explaining the nature, design, shape, size, material, colours and place of installation of the proposed alteration, attachment, addition or device. The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions

attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules.

(5) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without the prior written approval of the owner of the section.

(6) An owner must keep all minor alterations attached to the common property or to the outside of the building and which relates specifically to his section or is used in connection with the section in a state of good order and repair.

9. STRUCTURAL ALTERATION

(1) An owner must not construct structural alterations to his section or the common property, without the prior written consent of the trustees and subject to the approval of building plans by the Municipality, where applicable

(2) To obtain the written consent of the trustees in terms of sub-rule (1), the owner must comply with the following provisions;

(a) The owner must apply to the trustees in writing. The application must be accompanied by sufficient architectural drawings or plans and specifications of the proposed structural alterations.

(b) Upon receipt of the application, the trustees must consider the application and must advise the owner should they require any further documentation or information. The owner must furnish the trustees with any additional documents and/or information required by them.

(c) The owner must, where applicable, pay reasonable scrutiny fees required by the architect appointed by the trustees to scrutinise the drawings or plans on behalf of the body corporate.

(d) The owner must, where applicable, and if required by the trustees furnish the body corporate with a report from a structural engineer.

(e) If considered necessary by the trustees, they may consult with, and/or obtain a report from, an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultations and/or reports may be recovered from the owner, provided that the trustees must first provide the owner with an estimate of the costs.

(3) The trustees may grant their consent, or refuse such consent, in which case the trustees must give reasons for their refusal. The trustees may attach reasonable conditions to their consent. The owner must confirm his acceptance of the conditions attached to the consent of the trustees and must undertake to comply with the provisions of the conduct rules.

(4) Once the trustees have consented to the structural alternations, the owner must, where applicable, submit the building plans to the Municipality for approval. After approval of the building plans by the Municipality, the owner must submit copies of the approved building plans to the body corporate.

(5) If required in terms of the Act or the management rules, the owner must obtain an authorising resolution of the members of the body corporate to undertake the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members.

(6) If required in terms of the Sectional Titles Act, the owner must instruct a land surveyor to prepare an amended sectional plan and an attorney to attend to registration of the plan in the Deeds Registry. The owner must provide the trustees with a copy of the registered sectional plan.

(7) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections, provided that no occupier shall apply to the trustees for their written consent without consent without the prior written approval of the owner of the section.

10. PROVISIONS APPLICABLE TO ALL MINOR ALTERATIONS AND/OR STRUCTURAL ALTERATIONS

(1) An owner must comply with the following provisions in regard to all minor alterations and/or structural alterations in terms of these rules:-

(a) The owner must comply with the relevant provisions of the Act, the management rules, and these rules and with the conditions imposed by the trustees and/or by the members of the body corporate.

(b) A deposit in the amount as determined by the trustees must be paid to the body corporate before work commences. The deposit shall be retained by the body corporate until completion of construction of the alterations to the satisfaction of the trustees, subject to destructions that may be made for damages, costs, and other charges in terms of these rules.

(c) The owner must arrange a date for the commencement of construction of the alterations with the trustees and must provide the trustee with the particulars and contact details of his contractors.

(d) The owner must engage suitably qualified or experienced contractors land/or workers to perform the work. The owner must ensure that his contractors and/or other workers comply with the provisions of these rules.

(e) The owner must obtain an acknowledgement from the body corporate's insurers that they are aware of the alterations that will be taking place. The owner or his contractors must take out a 'Contractors All Risk' policy and/or other appropriate insurance for the duration of construction of the alterations.

(f) The owners and his contractors must adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and the Construction Regulations. The owner and his contractors must make provision for fire prevention and must ensure that the safety of owners and occupiers are not compromised.

(g) The owner and his contractors must comply with the requirements of the Municipality and the regulations to the National Building Regulations and Building Standard Act, 1977 (Act No 93 of 1977), as amended and any other relevant legislation, municipal by-laws and regulations.

(h) The owner must ensure that the structural integrity of the building is not compromised by virtue of the alterations. The body corporate will hold the owner liable should any of the alterations affect the structural integrity of the building or cause damage to the building or to any of its components.

(i) All drilling, breaking and removal of existing brickwork must take place under the general supervision of an engineer.

(j) All doors, windows and other external fittings to be installed must conform in outward appearance to, or be of a similar standard and appearance as, such items generally installed elsewhere in the building/s, but subject to the discretion of the trustees. The external colour scheme of the building/s must be retained.

(k) The owner must keep the trustees informed of the progress in construction and must ensure that the work shall be completed timeously within the time frame specified by the trustees, if any.

(l) All work must be performed on weekdays between the hours of 08h00 and 17h00 or between the hours of 08h00 and 13h00 on Saturdays. No performed outside aforegoing hours or on Sundays or public holiday, except in the event of emergency repairs or if specifically authorised by the trustees in writing.

(m) The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers.

(n) At least 72 hours' notice must be given to the trustees, if any particularly noisy work, are to be carried out.

(o) No door may be prevented from closing (for example, by the use of bricks or wedges), except if held open by hand and the door shall be kept closed at all other times.

(p) No scaffolding, building hoists, or block and tackle gear may be erected without the prior written consent of the trustees.

(q) At least 72 hours' notice must be given to the trustees if any work necessitates the turning off of the main water supply or power supply. The owner must give reasonable written notice to all owners and occupiers who will be affected by any cutting off of the water- or power supply. The period without such service/s must be kept to the minimum to reduce the inconvenience to other owners and occupiers.

(r) The owner must not cause or allow any over-loading of the building's electricity installations. Electricity is not to be drawn from common property power points without the written approval of the trustees.

(s) The owner must not make any changes that may prejudice the flow of water, stormwater, wastewater, sewerage or the building's electrical supply. In regard to the hot water cylinder (whether existing or new), the owner must ensure that the associated plumbing provides for water emanating from the overflow or from condensation to be fed back into the system, and that water does not drip onto any part of the common property.

(t) The common property must be kept clean, tidy and free of building rubble, which must be removed from the premises as work proceeds. The owner must ensure that his contractors clean the common property every afternoon before leaving the premises. No rubble, refuse or building material may be left on the common property. The refuse bins of the body corporate may not be used to deposit building rubble.

(2) The owner or his contractor must not deviate from the approved building plans, without the written consent of the trustees and the approval of the Municipality.

(3) Should the scope of any minor alterations or structural alterations materially deviate from any consent, approval or plan initially granted, the owner must forthwith notify the trustees and submit a revised application for consideration by the trustees.

(4) Should any alterations commence before the trustees have granted their consent of prior to approval of the building plans by the Municipality, or should the scope of any alterations be materially changed or exceed the time frame set for the project, the trustees may instruct the owner and/or his contractor to stop work, until permission to continue with the work has been granted by the trustees.

(5) The owner undertaking the alterations shall be responsible to the body corporate and to other owners or occupiers, as the case may be, for his acts and omissions and as well as for the acts or omissions of his contractors. The owner indemnifies the body corporate against any damage caused by him or by his contractors during construction and any defects or claims arising from the alterations undertaken by him or his contractors.

(6) The owner undertaking the alterations shall be held legally and financially liable to an owner or occupier and/or to the body corporate, as the case may be, for any damage or defects, structurally or otherwise, caused by him and/or by his contractors to a section, exclusive use area, and/or to any other property of an owner or occupier and/or to any part of the common property, and/or to any machinery, fixtures, fittings, equipment, appurtenances or service installation and/or to any other property of the body corporate.

(7) The trustees may utilise the deposit paid by the owner to defray the costs of repairs of any damage or defects referred to in sub-rule (5). The trustees may also utilise the deposit paid by the owner to defray any other costs or other charges incurred by the body corporate directly or indirectly by reason of the alterations done by the owner.

(8) Once construction of the alterations has been completed, the owner must notify the trustees, who must arrange for an inspection of the common property before refunding the deposit (without interest) to the owner, but subject to any deductions that may be made for costs and damages in terms of these rules.

(9) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections undertaking alterations with the prior written approval of the owner of the section.

11. REPAIRS AND MAINTENANCE OF SECTIONS

An owner must repair and maintain his section (including the pipes, wires cables and ducts in his section and used in connection with the enjoyment of his section) in a state of good repair as envisaged by the Act. An owner must take precautions to prevent blockages and obstructions from occurring in the drainage pipes in respect of his section.

12. APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

(1) The owner or occupier must not, without the trustees' written consent, make a change to the external appearance of the section or any exclusive use area allocated to it without the written consent of the trustees.

(2) An owner or occupier must not without the trustees' written consent:

(a) erect washing lines on the common property;

(b) hang washing, laundry or other items in a section or any exclusive use area allocated to it if the articles are visible from another section or the common property, or from outside the scheme.

(3) An owner or occupier must not, without the trustees' written consent display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme. The external signage must comply with the reasonable conditions imposed from time to time by the trustees with regard to size, appearance, contents and placement and with the approved signage requirements of the Municipality.

(4) The trustees may attach reasonable conditions to their consent referred to in sub-rules (1), (2) and (3) above.

13. STORAGE OF FLAMMABLE MATERIALS AND OTHER DANGEROUS ACTS

(1) Subject to sub-rule (2), an owner or occupier must not, without the trustees' written consent, store a flammable substance in a section or on the common property unless the substance is used or intended for use for domestic purposes.

(2) Sub-rule (1) above does not apply to the storage of fuel or gas in-

(a) the fuel tank of a vehicle, boat, generator or engine; or

(b) a fuel tank or gas cylinder kept for domestic purposes in in compliance with any applicable legislation and regulations.

(3) An owner or occupier shall not store any material, or do or permit or allow to be done, any other act in a building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which will or may lead to the insurance policy of the body corporate being suspended or cancelled or rendered void. If an owner or occupier contravenes this rule, the owner shall be liable to the body corporate for any damages arising from such contravention.

(4) Owners and occupiers must adhere to the emergency plan, in respect of the building as may be implemented by the trustees. All evacuation routes must remain accessible and unobstructed at all times and fire escapes and stairs must be kept clear and free of any obstruction. Any parking bays for emergency vehicles and access to hydrants must remain clear at all times.

(5) Fire safety equipment may only be used in an emergency to extinguish a fire or in a fire practice drill organised by the trustees. An owner or occupier shall not under any circumstances, except in the case of fire, break the seal on any of the fire hose on the common property. Any person found tampering with or breaking the seal on a fire hose or in any way using a fire hose for any other purpose other than that for which it is intended, will be liable for the costs to have the fire hose resealed or otherwise repaired or replaced.

14. BEHAVIOUR OF OWNERS AND OCCUPIERS AND THEIR INVITEES IN SECTIONS AND ON THE COMMON PROPERTY

(1) An owner or occupier must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(2) An owner or occupier must not obstruct the lawful use of the common property by any other person.

(3) An owner or occupier must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(4) An owner or occupier shall not use his section or exclusive use area or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner or occupier

or an invasion of his privacy or which may threaten his safety. Children must be adequately supervised to ensure their safety and prevent them from causing a disturbance or damaging property.

(5) Owners and occupiers must at all times in their sections, exclusive use areas and on the common property maintain reasonable levels of noise which is not disturbing to others. All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of the trustees. Particularly between the hours of 24h00 and 07h00 on weekends and between 23h00 and 07h00 on weekdays owners and occupiers shall maintain quietness in their sections, exclusive use areas and on the common property.

15. PROHIBITED ACTIVITIES

(1) No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or any part of the common property.

(2) No firearms may be discharged in a section or any part of the common property, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposed.

(3) No airguns, pellet guns, catapults, or bow and arrows may be discharged on the common property.

(4) No stones or solid objects may be thrown or propelled on the Common Property or from any section or exclusive use area.

(5) No drilling, hacking, sawing, grinding or the use of power tools is permitted between the hours of 20h00 and 08h00.

(6) No skateboards, roller skates, roller blades, quad bikes, carts or scooters may be used on the common property. Motorcycles and bicycles may not be driven or used on the common property other than for the purpose of normal ingress to, and egress from, the premises.

(7) The playing of ball games or the throwing of Frisbees, stones or other solid objects on the common property is prohibited.

(8) No auction, fete, jumble sale or exhibition may be held in a section or on the common property, without the written consent of the trustees.

(9) No criminal activities may take place in a section or exclusive use area or on any part of the common property. No form of violence, rowdiness, disorder, noisiness, drunkenness or other offensive or scandalous behaviour is allowed on the common property.

(10) No person should be threatened, victimised or otherwise intimidated, harassed or verbally abused on the common property. The making of false statements, spreading of rumours and any other form of bullying or anti-social behaviour is discouraged.

(11) No parties, gatherings or use of alcohol is allowed on common property areas, the parking area or lawns surrounding the buildings or swimming pool area.

(12) Residents and their visitors are requested to clean the Lapa area before they leave the area.

(13) No smoking is allowed on the common property inside a building.

(14) No person may play or run on the staircases, or around the buildings or in the parking areas.

(15) No person may tamper or play with the electronic access gate which must be closed at all times upon entering or leaving the premises. Lights on the common property may not be tampered with.

(16) No door to door canvassing and/or selling are permitted, unless specifically authorised by the trustees.

(17) An owner or occupier shall not request a body corporate employee to perform work for him during his work hours or otherwise interfere with a body corporate employee in the performance of his duties.

16. SALE AND LETTING OF SECTIONS

(1) An owner must notify the body corporate forthwith of any change of ownership or occupancy in his section and of any mortgage concluded in respect of his section.

(2) Written seven (7) days of concluding an agreement of sale in respect of his unit, the owner must provide the trustees with the following information and any further information or documentation required by the trustees:

(a) the full names and identity numbers or, in the case of non-South African citizens, the passport numbers of the purchaser;

(b) the section address and mailing address, if different;

(c) the telephone numbers; and

(d) email or other electronic addresses, if any.

(3) All tenants of sections and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these rules, notwithstanding any provision to the contrary contained in, or the absence of provisions, in any lease or any grant of rights of occupancy.

(4) An owner who lets a section must comply with the following provisions and must ensure compliance thereto by his letting agent, if he has appointed a letting agent:-

(a) A written agreement must be concluded between the owner and the tenant or other occupier;

(b) A copy of the conduct rules must be incorporated into the agreement as an annexure thereto and as a term of the contract;

(c) In terms of the agreement, the tenant and other occupiers must be obliged to comply with the provisions of the Conduct Rules.

(5) Within seven (7) days of concluding a lease agreement in respect of his section, the owner must provide the trustees with the following information and any further information or documentation required by the trustees:

(a) the full names and identity numbers or, in the case of non-South African citizens, the passport numbers of the tenants;

(b) the section address and mailing address, if different;

(c) the telephone numbers; and

(d) email or other electronic addresses, if any.

(6) The owner must provide the purchaser, tenant or other occupier of his section with a copy of these rules at his own expense.

17. OCCUPANCY AND USE OF SECTIONS AND EXCLUSIVE USE AREAS

(1) An owner or occupier must not contravene or permit the contravention of:-

(a) any law or by-law relating to the use of a section or an exclusive use area; or

(b) the conditions of a license relating to use of the building or the common property, or the carrying on of a business in the building; or

(c) the conditions of title applicable to sections or exclusive use areas.

(2) Except with the prior written consent of the trustees, and subject to compliance with the conditions imposed by the trustees, no owner or occupier shall allow more persons to reside in a section at any one time than as set out below:

(a) 6 (six) persons in respect of a two-bedroom unit;

(b) 8 (eight) persons in respect of a three-bedroom unit.

(3) No person may reside in a section, exclusive use area or other part of the common property, other than a section intended for the residential purposes.

18. USE OF THE COMMON PROPERTY AND THE LIFTS

(1) An owner or occupier must use and enjoy the common property in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.

(2) An owner or occupier must exercise proper care so as not to cause damage to the common property, or the plant, machinery, fixtures and fittings used in connection with the common property.

(3) An owner or occupier must comply with the following provisions when using a lift:-

(a) An owner or occupier must comply with the displayed warning signs and the reasonable conditions imposed from time to time by the trustees;

(b) An owner or occupier must when using a lift, not exceed the maximum number of persons or weight limited;

(c) No person shall in any way overload a lift or otherwise damage the lift mechanism or the interior thereof;

(d) A lift may not be used during a fire, in which case the fire escape must be used;

(e) The fire escape may only be used in an emergency;

(f) No smoking is allowed in a lift;

(g) Owners and occupiers must ensure that children under their supervision do not play and jump in a lift. No lift may be used to ride up and down without purpose.

(h) An owner or occupier must install protective blankets or other suitable material to protect the lift, when transporting heavy goods, furniture or appliances in a lift.

19. USE OF THE SWIMMING POOL

(1) The swimming pool area (the area surrounding and including the swimming pool as enclosed and separated from other parts of the common property) is exclusively for the use of owners and occupiers.

(2) Owners and occupiers shall use and enjoy the swimming pool area in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other owners and occupiers.

(3) Persons using the swimming pool do so at their own risk, and in the case of minor children at the risk of their parents. Children under the age of 12 (twelve) years must be under supervision of a responsible adult at all times when in the swimming pool area.

(4) An owner or occupier must comply with the following conditions when using the swimming pool and surround:-

(a) No braaiing, parties, drinking or unruly behaviour is permitted in the pool area. No person under the influence of alcohol or drugs may be allowed to enter pool area. No smoking is allowed in the pool area.

(b) Any noise at the pool area must be kept to a minimum. Radios, cassette players, compact disc players and similar items may not be used in the pool area unless earphones are used. No musical instruments may be played in the pool area.

(c) No bicycle, skateboard, rollerblades or similar items may not be brought into the pool area.

(d) No bottles or other glassware may be brought into the pool area. Litter and refuse must be deposited in the containers provided for such purpose.

(e) No firearm may be brought into the pool area. No rough or violent games may be played inside the swimming pool. Any games or activities causing a disturbance to, or endangering any other users of the swimming pool, are strictly forbidden. No ball games may be played in the pool area.

(f) No solid objects may be tossed into the swimming pool. No flippers, lilo's or surfboards may be used in the swimming pool.

(g) The rinsing off of sand from wetsuits, surfboards, etc, is not permitted in the swimming pool. Persons must shower to clear sand and dirt before entering the swimming pool.

(h) Persons using the swimming pool must be suitably clothed in swimwear.

(i) The swimming pool area must be left in a clean and neat condition after use and in particular no towels, toys, furniture or litter may be left in the area after use thereof.

(5) The swimming pool access gate must be closed immediately upon entering or leaving the swimming pool area. No swimming pool equipment may be removed, handled or tampered with.

(6) The trustees may request any person who fails to adhere to these rules or the conditions imposed by the trustees to immediately leave the swimming pool area.

20. SLAUGHTERING OF ANIMALS

(1) Subject to the provisions of sub-rule (2), no animal or poultry may be slaughtered in a section, or an exclusive use area, or on any part of the common property.

(2) The slaughtering of animals for religious reasons, in a section, on an exclusive area or on the common property, will only be permissible provided that:-

(a) the owner and/or occupier has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld provided that:-

(i) a written request for consent has been submitted to the trustees at least 2 (two) weeks prior to the date that the slaughtering is scheduled for;

(ii) such written request shall specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name

and qualifications of the person who will be carrying out the slaughtering ritual; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(b) the slaughtering ritual shall be carried out in accordance with the terms and conditions of the trustees' approval granted after consideration of the written request referred to in sub-rule (a)(i) above;

(c) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with applicable by-laws;

(d) as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;

(e) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that an SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;

(f) written proof is presented to the trustees that all affected owners and owners within the scheme have received written notification of the slaughtering ritual to take place, which notification is required to set out the date and time that the slaughtering ritual is scheduled for.

21. ERADICATION OF PESTS

(1) An owner must keep his section free of insects, including white ants and borer beetles as well as rodents. An owner or occupier must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

(2) The body corporate must recover the costs of the inspection and replacement referred to in sub-rule (1) from the owner of the section.

22. SECURITY

(1) An owner or occupier must apply to the trustees to obtain an access control to the gates. An owner or occupier must provide the trustees with all information and documentation as may be required, including where applicable, with their biometric identification data to register on a fingerprinting system..

(2) Owners and occupiers must ensure that the safety and security of other owners and occupiers and their property are preserved and must in particular;

(a) ensure that when entering or leaving the building or premises, that the applicable security door or security gate is properly closed.

(b) never open a security door or gate for any unauthorised of unknown person.

(c) arrange entry to the premise or building for his invitee;

(3) Under no circumstances should any hawkers, beggars or jobseekers be allowed to enter the premises or building.

(4) No person may tamper or play with the electronic access gate which must be closed at all times upon entering or leaving the premises.

23. COMPLAINTS

Any complaints must be submitted to the trustees or the managing agent in writing. For the purpose of holding an internal dispute resolution meeting with the parties to the dispute, the owner or occupier must submit a signed and motivated complaint with the trustees per the prescribed complaint form, to be obtained from the body corporate.

24. DIRECTIVES

The trustees may from time to time issue directives in respect of these rules or the conduct rules. The trustees may through their directives disclose information in respect of the interpretation of these rules or the conduct rules and the practical application thereof. The conditions, application forms and amounts of the penalties which the trustees may from time to time prescribe in terms of these rules or the conduct rules, may be incorporated in the directives. The trustees are not authorised to create new rules through their issuing of directives.

25. DESIGN GUIDELINES

The trustees may compile design guidelines for the body corporate to control the design, structure, finishes and appearance of the buildings, building improvements and structures on the land and any alterations, attachments, additions or improvements thereto in terms of these rules or the conduct rules.

26. WRITTEN NOTICES

(1) A written notice by or on behalf of the body corporate in terms of these rules to an owner or occupier of a section shall be in such format as the trustees may from time to time determine.

(2) A written notice as contemplated in sub-rule (1) shall be regarded as having been properly delivered, if:

(a) delivered to the owner or occupier of the section by hand, in which event it shall be regarded as having been received on the date of delivery, provided that the owner or occupier must acknowledge receipt, or

(b) delivered by registered post to the owner or occupier of the section to his service address, in which event it shall be regarded as having been received on the 4th day after the date of posting, or

(c) delivered by fax or e-mail to the owner or occupier of the section to the fax number or e-mail address, as the case may be, as reflected in the records of the body corporate, in which event it shall be regarded as having been received on the date of transmission.

27. CONTRAVENTION OF THESE RULES

(1) If an owner, occupier or invitee contravenes a provision of these rules, the trustees shall be entitled, without prejudice of any other rights or remedies, to:

(a) issue the owner with a written demand to remedy the contravention; and/or

(b) institute legal proceedings in any court of competent jurisdiction for such relief as the trustees may consider necessary; and/or

(c) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 29; and/or

(d) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or

(e) impose a penalty on the owner of the section in terms of conduct rule 28, and/or

(f) in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.

(2) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections and invitees.

(3) Without prejudice of any other rights or remedies, an owner or occupier of a section may:

(a) in the event of a dispute, refer the matter for an internal dispute resolution meeting in terms of conduct rule 29; and/or

(b) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order; and/or

(c) in the event of a dispute, by agreement refer the matter for mediation proceedings or expert intervention.

28. IMPOSITION OF PENALTIES

(1) If the owner, occupier or invitee contravenes a provision of these rules, the trustees may, without prejudice of any other rights or remedies of the body corporate, by written notice inform the owner of the section of the contravention and warn the owner that if he, or the occupier or invitee of his section fails to remedy the contravention and/or persists in or repeats such contravention, a penalty will be imposed on the owner of the section.

(2) If notwithstanding the written notice given in terms of sub-rule (1), the owner, or occupier or invitee fails to remedy the contravention or persists in or repeats the contravention, the trustees may by written notice impose penalty on the owner of the section. A written notice must be addressed to the owner setting forth the penalty imposed, the reasons for imposing the penalty and informing the owner that if he disputes the decision of the trustees, he must submit a signed and motivated complaint per the prescribed complaint form with the body corporate within 15 (fifteen) days of the date of the written notice.

(3) The penalty imposed under sub-rule (2) above, shall become due on the passing of the resolution by the trustees and the penalty must be paid to the body corporate within 15 (fifteen) days of the date of the written notice.

(4) The trustees must from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed by the members on the trustees at a general meeting.

(5) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the owner may be deemed to be guilty of a separate contravention for every 24 hours or part thereof during which such contravention continues and the owner may be held liable for a penalty in respect of each such separate contravention.

(6) If the owner disputes the decision of the trustees to impose a penalty or the amount of the penalty, the owner, must within 15 (fifteen) days of the date of the written notice in terms of sub-rule (2), submit a signed and motivated complaint with the body corporate per the prescribed complaint form.

(7) Upon receipt of the complaint form from the owner, the trustees may:

(a) withdraw or reduce the penalty; or

(b) schedule a trustees' meeting (internal dispute resolution meeting) for the purpose of considering the complaint and invite he owner to attend the meeting, and/or to be represented at the meeting.

(8) At the trustees' meeting referred to in sub-rule (7)(b) above, the owner and/or his representative shall have the right to:

(a) present his case;

(b) present any evidence, including the calling of witnesses, to substantiate his case;

(c) cross-examine any person called as witness in support of the charge;

(d) have access to documents produced in evidence; and

(e) produce mitigating factors.

(9) The trustees must record their decision and the outcome of any internal dispute resolution meeting on the complaint form. If so resolved the trustee, may:

(a) uphold the penalty; or

(b) withdraw or reduce the penalty;

(10) The failure of the owner charged to attend the trustees' meeting shall not invalidate the proceedings thereat.

(11) Should the owner not agree with the decision of the trustees in terms of sub-rule (9), the owner may, without prejudice of any other rights or remedies:

(a) request that the trustees refer the matter to a general meeting of the members for the decision, and/or

(b) institute proceedings in a court or a tribunal for the judicial review of the decision of the trustees, and/or

(c) apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order.

(12) Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections and invitees.

29. INTERNAL DISPUTE RESOLUTION MEETING

(1) In the event of any dispute arising between an owner and another owner, or between an owner and an occupier of a section, or between an owner or occupier of a section and the body corporate, and/or the trustees and/or the managing agent, the parties to the dispute must engage each other in good faith with a view to resolve the dispute within a reasonable time.

(2) A party to the dispute may for the purpose of holding an internal dispute resolution meeting, submit a signed and motivated complaint with the trustees per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting in the complaint form.

(3) In the event of the dispute not being resolved internally as contemplated in sub-rule (1) or (2) above, any party to the dispute may apply to the competent ombud in terms of the Community Schemes Ombud Service Act for an appropriate order.

30. EXCLUSION OF LIABILITY

(1) Every owner, occupier, invitee and any other such person entering the common property or using any part of the land or amenities of the body corporate does so entirely at their own risk, and none of them shall have any claim against the body corporate or the trustees of whatsoever nature arising from such use.

(2) The body corporate and the trustees shall not be liable for any loss (Including consequential loss), injury, loss of life or damage to person or property of any nature whatsoever which any owner, occupier or invitee or any other person whosoever may sustain:

(a) by reason of any defect in or state of disrepair of the common property or part thereof, or any facility or service of the body corporate, or any part thereof, or any fittings, fixtures, equipment or appurtenances of whatsoever nature therein, notwithstanding that such effect of state or disrepair may be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agents, employees or contractors'; or

(b) directly or indirectly, in or about the land or the buildings comprising the scheme including , without limiting the generality of the aforegoing, the common property, and irrespective whether such injury, loss or damage be due to theft, the action of rain, wind, hail, lightning, explosion, spontaneous combustion, gas, fire water leakage, seepage, cessation or interruption of or defect in any electric gas, fuel, water, sanitary, telephone, air conditioning or other services to the body corporate (irrespective of the cause thereof), or be due to or occasioned wholly or in part by any act or omission (whether negligent or otherwise) of the body corporate, the trustees, the managing agent, or any of the body corporate's agent's, employees or contractors, or be due to riots, strikes, civil commotion or any other cause whatsoever.

(3) An owner shall be vicariously liable for the acts or omissions of the occupiers of his section or exclusive use area or by the invitees of the member or occupiers of his section or exclusive use area. Every member individually hereby fully and completely indemnifies and holds harmless the body corporate against all claims of whatsoever nature and howsoever arising which may be brought against the body corporate by that member, or by the occupiers of hi section or exclusive use area, or by his or her or their invitees or by any other such persons

present on any part of the land of the scheme or in any building in the scheme at the invitation of or under the control of the member or the occupier concerned, notwithstanding the nature of such claim.

(4) In the event of damage of whatsoever nature being caused to the common property by an owner, occupier or invitee the owner of the section will be responsible for the costs of such repair.

(5) The body corporate or its agent's representatives or employees shall not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property.

31. RELAXATION OF RULES

No indulgence or relaxation in the application of these rules shall constitute a precedent, waiver or consent, or prevent the enforcement thereof by the trustees.

32. ALLOCATION OF EXCLUSIVE USE AREAS (PARKING BAYS, GARAGES, STORE ROOMS)

(1) In terms of Section 10(7) of the Act rights of exclusive use of parts of the common property (hereinafter referred to as exclusive use areas) are hereby conferred upon members of the body corporate, being the registered owners of the sections in the scheme, as stipulated hereunder.

(2) The exclusive use areas referred to in sub-rule (1) above are the parking bays, garages, and store rooms which are described and distractively numbered on the layout plan annexed to these rules marked "Plan A"(hereinafter referred to as 'Plan A'). The foregoing exclusive use areas are hereby allocated to the owners of the sections (linked sections) as reflected in the Schedule annexed hereto marked 'Schedule B '(hereinafter referred to as 'Schedule B').

(3) An exclusive use area, parking bay or garage shall be used by the owner or occupier of the linked section for the purpose of parking of a vehicle and an exclusive use area, store room shall be used by the owner or occupier of the linked section for storage purposes.

(4) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Sectional Titles Act, No 95 of 1986.

(5) When a linked section is transferred, the new owner of the linked section will automatically obtain the right of exclusive use of the exclusive use area linked to the section as indicated in Schedule B.

(6) An exclusive use area held in terms of this rule may only be transferred to another owner of a section in the scheme or cancelled by an amendment of this rule or the schedule to the rule approved by the members of the body corporate by special resolution and with the consent of the owner of the linked section.

(7) The body corporate shall repair and maintain the exclusive use areas in a state of good repair.

(8) The trustees must impose and recover additional levies from the owners of the linked sections, as contemplated in section 3(1)(c) of the Act, to recover the expenses relating to the exclusive use areas;

(9) An owner of a linked section shall not construct of place any structure of building improvement on an exclusive use area, without the authorisation of the body corporate in terms of management rule 30(g).

(10) An owner of a linked section shall permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his exclusive use area for the purposes of inspecting it, or for the purpose of ensuring that the Act and the rules are being observed.

33. ALLOCATION OF EXCLUSIVE USE AREAS (ROOF TERRACES)

(1) In terms of section 10(7) of the Act, rights of exclusive use of parts of the common property (hereinafter referred to as exclusive use areas) are hereby conferred upon members of the body corporate, being the registered owners of the sections in the scheme, as stipulated hereunder.

(2) The exclusive use areas referred to in sub-rule (1) above are the roof terraces which are described as 'RT' and distinctively numbered on the layout plan annexed hereto marked 'Plan C' (hereinafter referred to as 'Plan C'). The aforegoing exclusive use areas are hereby allocated to the owners of the sections (linked sections) as reflected in the Schedule annexed hereto marked 'Schedule D' (hereinafter referred to as 'Schedule D').

(3) An exclusive use area, roof terrace referred to in sub-rule (2) shall be used by the owner or occupier of the linked section for the purpose of a terrace and related purposes.

(4) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of the Sectional Titles Act, No. 95 of 1986.

(5) When a linked section is transferred, the new owner of the linked section will automatically obtain the right of exclusive use area linked to the section as indicated in Schedule D.

(6) An exclusive use area held in terms of this rule may only be cancelled by way of an appropriate amendment of this rule approved by the members of the body corporate by special resolution and with the consent of the owner of the linked section.

(7) An owner of a linked section must repair and maintain his or her exclusive use area and the structures or building improvements constructed thereon in a state of good repair and in a clean and neat condition. In particular an owner must ensure that the exclusive use area is weatherproof so that no leakage occurs from the exclusive use area.

(8) The trustees must impose and recover additional levies from the owners of the linked sections, as contemplated in section 3(1)(c) of the Act, to recover the expenses relating to the exclusive use areas.

(9) An owner of a linked section shall not construct or place any structure or building improvement on an exclusive use area, without the authorisation of the body corporate in terms of the management rule 30(g).

(10) An owner of a linked section shall permit any person authorised in writing by the body corporate, during reasonable hours and on notice (except in a case of emergency, when no notice is required), to enter his exclusive use area for the purposes of inspecting it, or for the purpose of ensuring that the Act and the rules are being observed.

34. ALLOCATION OF EXCLUSIVE USE AREAS (STOEP AND CARPORT)

(1) In terms of section 10(7) of the Act, rights of exclusive use parts of the common property (hereinafter referred to as exclusive use areas) are hereby conferred upon a member of the body corporate, being the registered owner of the section in the scheme, as stipulated hereunder.

(2) The exclusive use areas referred to in sub-rule (1) above are the stoep and the carport which are described and distinctively numbered as ‘S1’and ‘CP1’ on the layout plan annexed hereto marked ‘Plan E’ (hereinafter referred to as ‘Plan E’). The aforegoing exclusive use areas are

hereby allocated to the owner of the section (linked section) as reflected in the Schedule annexed hereto marked 'Schedule F' (hereinafter referred to as 'Schedule F').

(3) The exclusive use rea, stoep referred to in sub-rule (2) shall be used by the owner or occupier of the linked section for the purpose of a stoep, patio or deck and related purposes. The exclusive use area, carport referred to in sub-rule (2) shall be used by the owner or occupier of the linked section for the purpose of a parking area for a vehicle and related purposes.

(4) The rights vested in terms of this rule, shall not be real rights as contemplated in section 27(6) of this Sectional Titles Act, No. 95 of 1986.

(5) When a linked section is transferred, the new owner of the linked section will automatically obtain the right of exclusive use of the exclusive use area linked to the section as indicated in Schedule F.

(6) An exclusive use area held in terms of this rule may only be cancelled by way of an appropriate amendment of this rule approved by the members of the body corporate by special resolution and with the consent of the owner of the linked section.

(7) An owner of a linked section must repair and maintain his or her exclusive use area and the structures or building improvements constructed thereon in a state of good repair and in a clean and neat condition.

(8) The trustees must impose and recover additional levies from the owners of the linked sections, as contemplated in section 3(1)(c) of the Act, to recover the expenses relating to the exclusive use areas.

(9) An owner of a linked section shall not construct or place any structure or building improvement on an exclusive use area, without the authorisation of the body corporate in terms of management rule 30(g).

(10) An owner of a linked section shall permit any person authorised in writing by the body , during reasonable hours and on notice (except in case of emergency, when no notice is required), to enter his exclusive use area for the purposes of inspecting it, or for the purpose of ensuring that the Act and the rules are being observed.