

CONDUCT RULES

prescribed in terms of section 10(2)(b) of the Sectional Titles Schemes Management Act, 8 of 2011, as amended, added to and withdrawn in terms of Regulation 6(2) of the Sectional Titles Schemes Management Regulations, 2016

THE BODY CORPORATE OF THE

DE ZWARTLAND WERF OFFICES AND RESIDENTIAL SECTIONAL TITLE SCHEME

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CONDUCT RULES

1 AMENDMENT AND BINDING NATURE

- 1.1 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10(2)(b) of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) as substituted, added to, amended or repealed by the Developer. The body corporate may substitute, amend, repeal, or add to the conduct rules subject to and in accordance with the provisions of section 10(2)(b) of the Act.
- 1.2 An owner of a section and exclusive use area must take all reasonable steps to ensure compliance with these conduct rules by any tenant or other occupant of any section or exclusive use area, including by the employees, contractors, service providers, clients, visitors, family members or other invitees of the owner, and of the tenant or of the other occupant of the section or exclusive use area.
- 1.3 An owner and occupier of a section must comply with the provision of the Constitution of the DZW POA as defined in the management rules of the body corporate.

2 INTERPRETATION

- 2.1 In the interpretation of these rules, unless the context indicates otherwise –
- 2.1.1 **"all alterations"** means all minor alterations, renovations and structural alterations undertaken by or on behalf of an owner or occupier of a section in terms of these rules;
- 2.1.2 **"body corporate"** means the Body Corporate of the De Zwartland Werf Offices and Residential Sectional Title Scheme;
- 2.1.3 **"building"** means a building in the scheme;
- 2.1.4 **"common property"** means the land included in the scheme and such parts of the building or buildings as are not included in a section;

- 2.1.5 **"Developer"** means De Zwartland Werf (Pty) Ltd (registration number: 2010/012830/07) its successors in title and permitted assigns;
- 2.1.6 **"Design Criteria Document"** means the design criteria established by the trustees in respect of any alterations, additions or renovations to a section;
- 2.1.7 **"DZW POA Rules"** means the rules of the DZW POA from time to time;
- 2.1.8 **"invitees"** means the employees, contractors, service providers, clients, patrons, attendees, visitors, family members or other invitees of the owner or occupier of a section or exclusive use area;
- 2.1.9 **"minor alterations"** means alterations made to or attachments, additions or devices attached to the common property or to the outside of a building undertaken by or on behalf of an owner or occupier of a section in terms of these rules;
- 2.1.10 **"nuisance"** means any conduct, act, omission or condition which, in the opinion of the trustees, is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of, or which adversely affects the safety of an owner or occupier, having regard to the reasonableness of the activities in question in the section or on the common property and the impact which result from these activities, and the noise related to these activities;
- 2.1.11 **"occupier"** means the tenant or other occupier of a section in the scheme;
- 2.1.12 **"office unit"** means a section in the scheme being an office;
- 2.1.13 **"owner"** means the registered owner of a unit in the scheme;
- 2.1.14 **"renovations"** means the refurbishment of the interior of a section, including the replacement, removal and/or creation of internal fittings such as kitchen- and other cupboards, sanitary ware and floor coverings and the installation or amendment of any gas installation undertaken by or on behalf of an owner or occupier of a section in terms of these rules;
- 2.1.15 **"residential unit"** means a section in the scheme being a residence;

- 2.1.16 **"scheme"** means the De Zwartland Werf Offices and Residential Sectional Title Scheme;
- 2.1.17 **"section"** means a section as shown on the sectional plans of the body corporate;
- 2.1.18 **"structural alteration"** means an alteration which is of a permanent nature and which alters the form, structure or essential framework of a building on the inside and/or on the outside thereof, undertaken by or on behalf of an owner or occupier of a section in terms of these rules and the following shall be regarded as a structural alteration:
- 2.1.18.1 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;
- 2.1.18.2 alterations to the pipes, wires, cables and/or ducts in respect of a section and/or the common property;
- 2.1.18.3 the removal, reconstruction and/or construction of a building or building improvement in respect of a section and/or the common property;
- 2.1.18.4 the enclosing or partial enclosing of a balcony;
- 2.1.18.5 the extension of the boundaries or floor area of a section;
- 2.1.18.6 the subdivision of a section;
- 2.1.18.7 the destruction of a section or a part thereof; and
- 2.1.18.8 the consolidation of two or more sections.
- 2.1.19 **"these rules"** means these conduct rules including all annexures hereto;
- 2.1.20 **"trustees"** means the trustees of the body corporate from time to time; and
- 2.1.21 **"DZW POA"** means DZW Property Owners' Association as defined in the management rules of the body corporate.

- 2.2 In the interpretation of these rules, unless the context indicates otherwise –
- 2.2.1 the headings to the respective rules and any sub-headings are provided for convenience of reference only and are not to be taken into account in the interpretation of these rules;
- 2.2.2 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;
- 2.2.3 words importing:
- 2.2.3.1 the singular number only shall include the plural, and the converse shall also apply;
- 2.2.3.2 the masculine gender shall include the feminine and neuter genders; and the neuter gender shall include the masculine and feminine genders; and
- 2.2.3.3 a reference to natural persons shall also include partnerships, trust and juristic persons and the converse shall also apply;
- 2.2.4 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.

3 WRITTEN CONSENT OF THE TRUSTEES

Whenever the written consent of the trustees is required in terms of these rules, the provisions relating to consent being requested and given by the trustees as set out in the management rules shall apply.

4 PROHIBITION AGAINST KEEPING OF ANIMALS, REPTILES AND BIRDS

4.1 Office Units

- 4.1.1 No owner or occupier of an office unit shall be allowed to keep any animal, reptile or bird in a section or on the common property.
- 4.1.2 An owner or occupier of an office unit suffering from a disability and who reasonably requires a guide, hearing or assistance dog (service dog) must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 4.1.3 The trustees may provide for any reasonable condition in regard to the keeping of a service dog in a section comprising an office unit or on the common property.
- 4.1.4 Except for a person suffering from a disability who reasonably requires a service dog, and who may accompany the dog onto the common property, no invitee of an office unit may bring any animal, reptile or bird onto the common property.
- 4.1.5 The feeding of wildlife and birds is prohibited on the common property.

4.2 Residential Units

- 4.2.1 An owner or occupier of a residential unit shall not keep any animal, reptile or bird in a section or on the common property, provided that only one small dog or one cat may be allowed per section and provided further that the consent in writing of the trustees has been obtained, which approval may not unreasonably be withheld.
- 4.2.2 For the purpose of this rule, a small dog is a dog with a height of 30 centimetres when fully-grown, measured from the floor to the shoulder of the dog and shall exclude any bull breeds including but not limited to Staffordshire Terriers, Pitbulls, Bull Dogs, American Pitt Bulls and Bull Terriers.
- 4.2.3 When granting their consent as above, the trustees may prescribe any reasonable conditions. The trustees may from time to time prescribe further reasonable conditions pertaining to the keeping of animals, reptiles or birds.

- 4.2.4 The following requirements shall be regarded as conditions imposed by the trustees, without detracting from the trustees' discretion to impose further conditions:
- 4.2.4.1 dogs shall only be allowed on the common property if controlled on a leash;
- 4.2.4.2 owners and occupiers of residential units must remove their dog's excrement from the common property and exclusive use areas and suitably discard it, failing which the trustees may effect such removal at the cost of the applicable dog owner, and/or impose a fine.
- 4.2.4.3 owners and occupiers shall ensure that their animals do not cause a noise, nuisance or disturbance to other owners or occupiers.
- 4.2.4.4 all female pets must be spayed and male pets must be neutered.
- 4.2.5 The Trustees may withdraw their approval in the event of breach of any condition, upon which the owner or occupier must remove the animal from the section and the common property.
- 4.2.6 The feeding of wildlife and birds is prohibited on the common property.

5 REFUSE AND WASTE DISPOSAL

- 5.1 The owner or occupier of a section 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.
- 5.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- 5.3 The owner or occupier of a section must –

- 5.3.1 move the refuse receptacle referred to in sub-rule 5.2 to places designated by the trustees for collection purposes at the times designated by the trustees and promptly retrieve it from these places; and
- 5.3.2 ensure that the owner or occupier does not, in disposing of refuse, adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.
- 5.4 The owner or occupier of a section must not –
- 5.4.1 deposit, throw, or permit or allow to be deposited or thrown, on any part of the common property or the outside of a building, including from a balcony, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever; and
- 5.4.2 leave or place refuse bags or bins on any part of the common property.

6 VEHICLES

- 6.1 The owner or occupier of a section 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 other than a parking bay allocated to that section or a parking bay allocated for visitors' parking.
- 6.2 A consent under sub-rule (1) must state the period for which it is given.
- 6.3 The parking bays which are reserved for disabled persons, may only be used by disabled persons, subject to the conditions imposed from time to time by the trustees.
- 6.4 No motor vehicle may be parked in a manner which obstructs the movement of pedestrians or other vehicles on the common property or which impedes the use of another parking area.
- 6.5 Motor vehicles may only be washed in designated wash bays.
- 6.6 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 a 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.

- 6.7 Owners and occupiers must ensure that their vehicles and the vehicles of their invitees do not drip fuel, oil or brake fluid on the common property or in any other way deface the common property.
- 6.8 No owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a section.
- 6.9 Severely damaged or neglected vehicles and vehicles that are not in general use or that are not roadworthy may not be parked or left on the common property, without the written consent of the trustees, and subject to the conditions imposed by the trustees.
- 6.10 No person may sleep or overnight in a vehicle or on the common property of the scheme.
- 6.11 Owners and occupiers shall adhere to the speed limit and shall keep proper lookout for other motor vehicles and pedestrians when driving their motor vehicles on the common property. Motor vehicles may not travel at speeds in excess of 20 kilometres per hour on any part of the common property.
- 6.12 No person may drive a motor vehicle on any part of the common property, in a manner which is considered as dangerous, reckless or negligent. No motor vehicle may be driven on the common property by any person who does not possess a valid driver's license.
- 6.13 Owners and occupiers shall not use their motor vehicles in such a manner which causes a nuisance to other owners or occupiers. In particular motor radios may not be heard outside motor vehicles and the hooters of motor vehicles may not be sounded on the common property, except in the event of an immediate imminent danger or in an emergency. Motor vehicles may not be driven on the common property with the head lights on bright.

7 MINOR ALTERATIONS

- 7.1 An owner must not, without the written consent of the trustees mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property or of the outside of the building.
- 7.2 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 a design, colour, style and materials which must be first approved in writing by the trustees.
- 7.3 An owner must keep a device installed under sub-rule 7.2 in a state of good order and repair.
- 7.4 Save for the rights of the Developer in terms of rule 27, 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 place of installation, of the attachment, addition or device.
- 7.5 To obtain the written consent of the trustees in terms of sub-rules 7.1, 7.2 or 7.4, the owner must apply to the trustees in writing. The application must be accompanied 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.
- 7.6 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.
- 7.7 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 these conduct rules. The trustees' consent document must make provision for such acceptance and undertaking.

- 7.8 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 written approval of the owner of the section, a copy of which written consent shall be furnished to the trustees.

8 RENOVATIONS

- 8.1 An owner may not proceed with renovations to his section without the prior written consent of the trustees. To obtain the written consent of the trustees, the owner must apply to the trustees in writing and the application must be accompanied by specifications of the proposed renovations and such other information and documentation required by the trustees.
- 8.2 The trustees must convey their written consent to the owner within a reasonable period after receipt of the application in terms of sub-rule 8.1. The trustees may attach reasonable conditions to their consent.
- 8.3 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 these conduct rules. The trustees' consent document must make provision for such acceptance and undertaking. The owner must comply with applicable regulations when installing or replacing a gas installation in his section.
- 8.4 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 written approval of the owner of the section, a copy of which written consent shall be furnished to the trustees.

9 STRUCTURAL ALTERATIONS

- 9.1 An owner may not effect structural alterations to his section or the common property, without the written consent of the trustees and the written consent of the trustees of the DZW POA and where applicable, the approval of building plans by the Municipality.
- 9.2 To obtain the written consent of the trustees in terms of sub-rule 9.1, the owner must comply with the following provisions:

- 9.2.1 The owner must apply to the trustees in writing. The application must be signed by the owner and must be accompanied by sufficient plans, architectural drawings and specifications of the proposed structural alterations.
- 9.2.2 Upon receipt of the application, the trustees must consider the application and advise the owner should they require any further documentation and/or information. The owner or applicant must then furnish the trustees with such additional documents and/or information as required by them.
- 9.2.3 If applicable, the owner must agree to the appointment of the architect nominated by the trustees to scrutinise the application and submit his recommendation to the trustees. The owner will be liable for the scrutiny fees charged by the architect.
- 9.2.4 The owner must, where applicable, and if required by the trustees furnish the body corporate with a certificate from a structural engineer in which he certifies that the proposed structural alterations will not affect the stability of any part of the building or the floor loading, and/or will not involve the removal of any weight-bearing wall or pillar, and/or that the contemplated changes in plumbing will not detrimentally affect the common plumbing or the plumbing of any other section or the water supply or sewerage.
- 9.2.5 If considered necessary by the trustees, the trustees may consult with, and/or obtain a report or advice, from an architect, engineer, legal advisor or other professional consultant regarding the proposed structural alterations. The costs of the consultations and/or reports will be recovered from the owner, provided that the trustees shall first provide the owner with an estimate of the costs.
- 9.2.6 If required by the trustees, the owner must pay a refundable deposit to the body corporate in the amount determined from time to time by the trustees.
- 9.3 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 these conduct rules. The trustees' consent document must make provision for such acceptance and undertaking.

- 9.4 Once the trustees have consented to the structural alterations, the owner must, where applicable, submit the building plans to the Municipality for approval. After approval by the Municipality, a copy of the approved building plans must be submitted to the body corporate.
- 9.5 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 in respect of the structural alterations. The authorising resolution may be subject to reasonable conditions imposed by the members.
- 9.6 If required in terms of the Sectional Titles Act, No. 95 of 1986, the owner must ensure that the structural alterations are registered in the Deeds Registry. The owner must provide the trustees with a copy of the registered sectional plan.
- 9.7 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 the written approval of the owner of the section, a copy of which written consent shall be furnished to the trustees.
- 9.8 An owner shall comply with the following provisions regarding construction of the structural alterations in respect of a section and/or the common property:
- 9.8.1 the owner must engage suitably qualified or experienced contractors, especially in respect of plumbing-, electrical and waterproofing work, and suitably qualified or experienced architects, builders and/or structural engineers in respect of the proposed structural alterations;
- 9.8.2 the Owner or his contractors must take out appropriate insurance for the duration of construction, if required by the trustees;
- 9.8.3 the owner and his contractors must adhere to the provisions of the Occupational Health and Safety Act, No. 85 of 1993, where applicable;
- 9.8.4 the owner and his contractors must make provision for fire prevention and shall ensure that the safety of owners and occupiers are not compromised;

- 9.8.5 the owner and his contractors must comply with the requirements of the Local Authority and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended, where applicable and any other relevant legislation and regulations;
- 9.8.6 the owner shall ensure that the structural integrity of the building is not compromised; and
- 9.8.7 upon completion of the structural alterations, the owner shall notify the trustees, who shall arrange for an inspection and the issue of a compliance certificate by the DZW POA, before refunding the deposit (without interest), if applicable, to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.

10 ALL ALTERATIONS

- 10.1 Alterations in terms of these rules may only be effected by owners of sections or occupiers which have obtained the written consent of the owner.
- 10.2 Save for the installation by the Developer in terms of rule 27, an owner must, in respect of all alterations undertaken in terms of these rules, comply with the following provisions and also ensure compliance therewith by his workmen and contractors:
- 10.2.1 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 deductions that may be made for damages, costs, and other charges in terms of these rules.
- 10.2.2 An owner must comply with the relevant provisions of these rules and the Constitution of the DZW POA and the conditions prescribed by the trustees, and/or by the body corporate and/or by the trustees of the DZW POA.
- 10.2.3 An owner must ensure that the harmonious appearance of the buildings is not compromised. All doors, windows and other external fittings being installed must conform in outward appearance to, or be of a similar standard

and appearance as, such items generally installed elsewhere in the buildings.

- 10.2.4 All work must be performed between the hours of 8h00 to 17h00 on Mondays to Fridays, subject to the consent of the trustees of the DZW POA thereto being obtained. No work is allowed outside of office hours, unless authorised by the trustees in writing.
- 10.2.5 The common property must be kept clean, tidy and free of debris, building rubble, and other materials which must be removed as work proceeds. The body corporate's refuse bins may not be used for rubble or other building material dumping. No rubble or debris may be flushed into the toilets or other waste pipes in the section.
- 10.2.6 The electricity supply of the body corporate may only be used with the consent of the trustees and subject to payment of the costs of such usage.
- 10.2.7 The work must be performed with the minimum of discomfort, disturbance, obstruction or nuisance to other owners or occupiers. The owner shall not allow any obstruction or hindrance to other owners or occupiers by the placing of materials or other items on the common property, it being expressly recorded that businesses operate from the scheme during office hours.
- 10.2.8 The owner must ensure that the work shall be completed timeously within the timeframe specified by the trustees, if any.
- 10.2.9 The owner must ensure that his contractors and/or other workers comply with the provisions of these rules.
- 10.2.10 The owner or his contractors must take out a 'Builders All Risk' policy and/or other appropriate insurance for the duration of construction of the structural alterations.
- 10.2.11 The owner and his contractors must adhere to the provisions of the Occupational Health and Safety 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 (and their invitees, employees and guests) are not compromised.

- 10.2.12 The owner and his contractors must comply with the requirements of the Municipality and the regulations to the National Building Regulations and Building Standards Act, No. 93 of 1977, as amended and any other relevant legislation, municipal by-laws and regulations.
- 10.2.13 The owner must ensure that the structural integrity of the building is not compromised. The body corporate will hold the owner liable should any of the alterations affect the stability of the building, or cause damage thereto or to any of its components.
- 10.2.14 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.
- 10.2.15 The owner must ensure that all alterations comply with the Design Criteria Document.
- 10.3 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.
- 10.4 Should any minor alterations or structural alterations commence before the trustees have granted their consent or 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.
- 10.5 An owner who undertakes alterations shall be held legally and financially liable to an owner or occupier 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, or other property of an owner or occupier of a section or to any part of the common property, or to any machinery, fixtures, fittings, equipment, appurtenances or service installation or to any other

property of the body corporate. The owner must indemnify the body corporate and the trustees and the owners and occupiers of sections against any damages or defects or and any claims arising from work undertaken by him or by his contractors.

- 10.6 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 10.5. 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.
- 10.7 Once the alterations have been completed, the owner must notify the trustees, who must arrange for an inspection of the alterations and building before refunding the deposit (without interest) to the owner, subject to any deductions that may be made for costs and damages in terms of these rules.
- 10.8 The deposit will only be refunded after the work has been completed in compliance with the approvals and the trustees have confirmed that –
- 10.8.1 they are not aware of any unresolved or not yet settled reasonable claim by the body corporate against the owner and/or his contractor for any damage caused to the common property or property of the body corporate by the owner, his workmen or contractors during construction;
- 10.8.2 no other owner or occupier of a section has informed the trustees that he has an unresolved or unsettled reasonable claim against the owner and/or his contractor for damage caused to his section or other property of the owner by the owner and/or contractor during construction; and
- 10.8.3 all debris, rubble, equipment, tools and materials have been removed from the common property.
- 10.9 Aforesaid provisions may, where applicable, also be applied *mutatis mutandis* to occupiers of sections undertaking minor alterations, renovations or structural alterations with the written approval of the owner of the section.

11 REPAIRS AND MAINTENANCE OF ALTERATIONS BY OWNERS

- 11.1 An owner or occupier, as the case may be, must repair and maintain all minor alterations and structural alterations constructed or installed in respect of his section and/or the common property in a state of good repair at his own expense.
- 11.2 An owner or occupier, as the case may be, 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.

12 APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

- 12.1 The owner or occupier of a section 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 unless the change is minor and does not detract from the appearance of the section or the common property.
- 12.2 The owner or occupier of a section must not, without the trustees' written consent, subject to compliance with the Design Criteria Document and, where applicable, subject to approval of the Municipality, display a sign, notice, billboard or advertisement if the article is visible from another section or the common property, or from outside the scheme.
- 12.3 The trustees may attach reasonable conditions to their consent referred to in sub-rules 12.1 and 12.2 above.
- 12.4 No washing lines may be erected on the common property.
- 12.5 An owner or occupier of an office unit must not hang any washing, laundry, or other items in a section or on an exclusive use area.
- 12.6 An owner or occupier of a residential unit shall not hang washing, laundry or other items on its balcony or in any manner in which it is visible from the outside of the building or visible by other owners and occupiers.
- 12.7 In the event that laundry facilities are provided for, the owners and occupiers undertake to adhere to all rules and regulations in respect of the use thereof

13 SIGNS AND NOTICES

- 13.1 No owner or occupier shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a section, including on balconies, terraces, yards or gardens, so as to be visible from outside the section without the written consent of the trustees and the trustees of the DZW POA.
- 13.2 Only the 'For Sale' sign of an accredited agent may be displayed on a part of the common property or of a section, provided that the trustees and the trustees of the DZW POA have first approved the sign and the placement thereof.

14 STORAGE OF FLAMMABLE MATERIALS

- 14.1 Subject to sub-rule 14.2, the owner or occupier of a section 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.
- 14.2 This rule does not apply to the storage of fuel or gas in –
- 14.2.1 the fuel tank of a vehicle, boat, generator or engine; or
- 14.2.2 a fuel tank or gas cylinder kept for domestic purposes.

15 BEHAVIOUR OF OWNERS AND OCCUPIERS IN SECTIONS AND ON THE COMMON PROPERTY

- 15.1 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.
- 15.2 An owner or occupier must not obstruct the lawful use of the common property by any other person.
- 15.3 An owner or occupier must take reasonable steps to ensure that he and/or 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.

16 ERADICATION OF PESTS

- 16.1 The owner of a section must keep the section free of wood-destroying insects, including white ants and borer beetles.
- 16.2 The owner or occupier of a section 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.
- 16.3 The body corporate must recover the costs of the inspection and replacement referred to in sub-rule 16.2 from the owner of the section.

17 NUISANCE

- 17.1 An owner or occupier must not use his section or exclusive use area or permit it to be used, in a manner or for a purpose which may cause a nuisance to any occupier of a section or an invasion of his privacy.
- 17.2 All facilities and activities in respect of the scheme may not result in a disturbing noise or noise disturbance as defined in the Noise Control Regulations in terms of the Environmental Conservation Act, 1989 (Act 73 of 1989) and in terms of the provisions of SANS-code 10382 of 2003 regarding Methods for Environmental Noise Impact Assessments.
- 17.3 An owner or occupier member must at all times comply with the requirements in respect of smoking in public places as contained in Regulation 975: Notice relating to Smoking of Tobacco Products in Public Places, promulgated under the Tobacco Products Control Act, 1993 (Act No. 83 of 1993).
- 17.4 An owner or occupier shall comply with any measures required by the DZW POA in terms of the National Environmental Management: Air Quality Act No. 39 of 2004 to safeguard the indoor air quality in respect of his unit from emissions from normal agricultural activity.
- 17.5 An owner or occupier must, particularly during –
- 17.5.1 office hours, being 08h00 and 17h00 from Monday to Friday;

- 17.5.2 the hours of 23h00 to 07h00 each day,
- ensure that no nuisance, noise or disturbance emanates from his section and on the common property. Owners of residential units must take particular care in avoiding any nuisance, noise or disturbance during office hours taking into account the conduct of the businesses in the office sections.
- 17.6 No explosives, crackers, fireworks or items of similar nature may at any time be exploded, lit or operated in a section or on the common property.
- 17.7 No firearms or pellet guns may be aimed or discharged in a section or on the common property, except in self-defence and related purposes.
- 17.8 No hobbies or other activities may be conducted on the common property which causes a nuisance to other owners and occupiers, including remotely controlled drones, with or without photographic equipment.
- 17.9 Skateboards, roller skates, roller blades, scooters and the like may not be used on the common property. No ball games may be played on the common property.
- 17.10 No hawkers, beggars or people looking for work may be allowed on the common property.
- 17.11 No form of rowdiness, disorder, noisiness, drunkenness, violence or other offensive or scandalous behaviour on the common property or within sections is allowed.
- 17.12 In the event of a noise or nuisance being caused in a section or on the common property, the trustees may:
- 17.12.1 call on the owner to remedy the situation; and/or
- 17.12.2 if they consider it necessary in the circumstances, request the owner to terminate the lease agreement and to evict the tenant; and/or
- 17.12.3 call on the DZW POA and their security to deactivate the tenant's access, provided that alternative access by the tenant must be possible; and/or
- 17.12.4 impose a penalty on the owner of the section; and/or

17.12.5 pursue any other appropriate legal remedy.

18 SALE, LETTING AND USE OF SECTIONS AND RELATED MATTERS

18.1 An owner must notify the body corporate forthwith of any change in ownership or occupancy in his section and any mortgage concluded in respect of his section as envisaged in the Act.

18.2 Upon the sale, other alienation, letting, or the change in occupation of, his section, and when any such information may change, the owner must provide the trustees with the following, as the case may be applicable –

18.2.1 the particulars and contact information of the owner, the transferor or the lessor;

18.2.2 the particulars and contact information of the transferee or the new owner of the section or of the lessee or other occupier of the Section; and

18.2.3 any further information or documentation required by the trustees.

18.3 An owner must provide the purchaser, lessee or other occupiers of his section with a copy of these rules at his own expense.

18.4 All lessees and other occupiers of sections 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.

18.5 An owner or occupier or otherwise who grants occupation of a section, whether gratuitously or not and irrespective of the lease period, must comply with the following provisions and must ensure compliance thereto by his letting agent, namely –

18.5.1 a written lease agreement or other agreement must be concluded with the lessee or other occupier;

18.5.2 the following provisions must be incorporated into the lease agreement:

18.5.2.1 the tenant acknowledges that the De Zwartland Werf Offices and Residential Scheme is a residential and commercial scheme and that

he and the occupiers of an apartment or office (as the case may be) will be bound by the provisions of the management rules, conduct rules and the DZW POA rules;

18.5.2.2 the tenant further acknowledges that the trustees have the power to impose penalties in respect of contraventions of the aforesaid rules and that other remedies are available to the body corporate;

18.5.2.3 the tenant agrees that a breach of the rules will automatically constitute a breach of the lease agreement and will entitle the owner and/or lessor to terminate the lease agreement by written notice to that effect to the tenant. The tenant further acknowledges that the owner and/or lessor shall be obliged to terminate the lease agreement by written notice to that effect to the tenant, upon receipt of a written notice by the trustees requiring such termination, provided that the decision and request of the trustees must be reasonable in the circumstances.

18.6 An owner or occupier must not contravene the provisions of any –

18.6.1 law or by-law relating to the use of a section or an exclusive use area; or

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

18.6.3 conditions of title applicable to sections or exclusive use areas.

18.7 An owner of an exclusive use area shall not be entitled to solely rent out his exclusive use area (without simultaneously renting out his section on the terms set out in these rules).

19 DOMESTIC EMPLOYEES

19.1 The owner or occupier of a section shall:

19.1.1 be responsible for the activities and conduct of his domestic employees and shall ensure that his domestic employees are familiarised with the rules of the scheme;

- 19.1.2 ensure that his domestic employees and their visitors and guests do not cause undue noise within their sections or on the common property or elsewhere; and
- 19.1.3 refrain from requesting personal duties to be performed by any member of staff employed by the body corporate.

20 USE OF THE COMMON PROPERTY

- 20.1 No auction, or similar sale or exhibition may be held in a section or on the common property, without the prior written consent of the trustees.
- 20.2 An owner or occupier or his invitees must use and enjoy the common property and the common amenities in such a manner so as not to interfere unreasonably with the use and enjoyment thereof by other owners or other persons lawfully on the premises.
- 20.3 Owners and occupiers must not store or leave or allow to be stored or left any article or thing on any part of the common property, without the consent in writing of the trustees.
- 20.4 Owners and occupiers must not damage any fixtures or other items on the common property, including trees, plants, shrubs or flower beds.

21 SPECIFIC RULES: RESIDENTIAL UNITS

- 21.1 Braaiing on terraces, yards and gardens
- 21.1.1 Only smokeless or gas braai devices may be used by owners and occupiers to braai on their balconies, terraces, yards or gardens, provided that no hazard or nuisance is caused to other owners or occupiers and that braai equipment is stored out of sight when not in use.
- 21.1.2 No wood fires are permitted on balconies, terraces, yards or gardens and owners and occupiers are not permitted to use Weber type braais, charcoal burners or similar braai devices.

21.2 No time sharing or related subdivision of interest in sections

21.2.1 No Owner shall subdivide or partition any section or any part thereof. In particular, no owner shall, in any manner whatsoever embark upon a time-sharing or share block scheme in respect of any section or part thereof by way of marketing, leasing, selling or in any other form or method of alienation.

21.2.2 In particular, no owner shall dispose of an undivided share in his section, the effect of which disposal being that the person acquiring such undivided share shall be entitled to the exclusive use of that section for a recurrent period of time annually or any other recurrent period of time.

21.2.3 No form of 'time-sharing' shall be permitted in respect of any section in the scheme, either directly or indirectly, irrespective of whether such 'time-sharing' be on the basis of a sale or other form of disposal, or on the basis of a share block under the Share Blocks Control Act, or by the promotion of a 'club' with occupation rights to the club members in respect of the relevant section periodically or for interrupted periods during any one year, or otherwise.

21.2.4 Subject to the provisions of these rules and the management rules, no form of limited occupation rights shall be allowed in respect of a Section, except for the common law rights of limited occupation known by the legal expressions 'usus', 'habitatio', 'usufruct' and 'fideicommissum' or a lease agreement for a fixed period.

21.3 Use of Residential Units

21.3.1 Owners and occupiers shall use the residential units for residential purposes only. No shop or commercial business may be conducted from a residential unit.

21.3.2 No owner of a residential unit shall be permitted to let his unit for a period of less than one month without the trustees' consent first having been obtained.

- 21.3.3 No auctions or jumble sales may be held in any section or on the common property.
- 21.3.4 No door-to-door canvassing and/or selling are permitted.
- 21.3.5 No animal, poultry or any living thing may be slaughtered in any section or part of the common property.
- 21.3.6 The number of persons who may reside in any section at any time shall not exceed 2 (two) persons per bedroom. The number of bedrooms in a section shall be determined by reference to the approved building plans. A bedroom shall not include a kitchen, bathroom, terrace, balcony, lounge or living area, or any other area or room which has been converted into a bedroom. The trustees may, in their sole discretion, decide what constitutes a bedroom for purposes of this rule.
- 21.3.7 No children are allowed to play in the parking area, stairwells, lifts or landings. No ball games are allowed on the common property. No hobbies or games may be conducted on the common property if they cause a nuisance to other owners and occupiers. The trustees' decisions on disputes of this nature shall be final and binding.
- 21.3.8 Burglar alarms in respect of sections must be in a sound working condition. Related sirens must be silent to the outside environment and may not disturb neighbours. Armed response service providers are limited to the onsite security response team. Outside armed response will not be effective as they would have to go through an enrolment process each time they enter the Property.
- 21.4 Appearance
- 21.4.1 An owner or occupier of a section shall ensure:
- 21.4.1.1 any broken window pane is replaced within 3 days of breaking from whatsoever cause;

- 21.4.1.2 that all curtains are to be lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are black venetian blinds or bassa teak wooden blinds;
- 21.4.1.3 furniture placed on the balcony/patio/exclusive use areas is to be in good order and condition and must be aesthetically pleasing.
- 21.5 Smoking and Alcohol
- 21.5.1 No smoking is allowed on the common property. Smoking inside residential sections and on balconies is discouraged.
- 21.5.2 Consumption of alcohol is prohibited on the common property and alcohol may only be consumed by an owner or occupier in a residential unit.
- 21.5.3 No illegal substances may be kept or used in sections or on the common property. Any transgression will be reported to the relevant authorities.

22 SPECIFIC RULES: OFFICE UNITS

- 22.1 Use of Office Units
- 22.1.1 Office units shall be used solely for commercial purposes.
- 22.1.2 No person shall be entitled to reside (whether temporarily or permanently) at the office unit.
- 22.1.3 The owner or occupier shall ensure that it has all licenses, authorisations and approvals to enable it to conduct its business from the office unit.
- 22.1.4 Any office unit used for any food and/or beverage industry shall be obliged to install and maintain any extraction fans, to ensure that all odours emanating from any kitchen and/or serving areas, do not in any way permeate into the building whatsoever.
- 22.2 Employees, clients and customers
- 22.2.1 The owner or occupier shall be solely liable for any breach of these rules by its employees, clients or customers.

- 22.2.2 The owner or occupier shall ensure that adequate measures are taken to avoid any breach of these rules or the DZW POA rules by its employees, clients or customers.
- 22.2.3 The owner or occupier shall ensure that all of its employees, clients and customers vacate the property at the end of each day.
- 22.2.4 It is acknowledged that the entry by clients and customers to the property can pose a security risk and the owner or occupier undertakes to comply with all security rules and directives which may be imposed from time to time to mitigate such risk, and shall ensure compliance therewith by its employees.
- 22.2.5 The owner or occupier shall ensure that any access tags, keys or codes provided to employees (and/or clients and customers as the case may be), are not copied or used by any other person other than the person to whom same was given.

22.3 Appearance

- 22.3.1 An owner or occupier of a section shall ensure:
- 22.3.2 any broken window pane is replaced within 3 days of breaking from whatsoever cause;
- 22.3.3 that all curtains are to be lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are black venetian blinds or bassa teak wooden blinds;
- 22.3.4 furniture placed on the balcony/patio/exclusive use areas is to be in good order and condition and are aesthetically pleasing.

22.4 Smoking and Alcohol

- 22.4.1 No smoking is allowed inside sections, or on any part of the common property inside any building.
- 22.4.2 Any smoking must take place outside a building, subject to compliance with the reasonable conditions imposed from time to time by the trustees.

- 22.4.3 The consumption of alcohol is not permitted on the common property and any such consumption must be limited to the confines of the sections.
- 22.4.4 No illegal substances may be kept or used in sections or on the common property. Any transgression will be reported to the relevant authorities.
- 22.5 General conduct
- 22.5.1 The owners of the office units shall have due regard to the rights of the occupiers of the residential units to privacy and peace.
- 22.5.2 The owners of the commercial units are to operate their businesses within the guidelines as prescribed by the Local Authority with regard to trading hours.
- 22.5.3 The Owners of the commercial units are to ensure that the noise levels emanating from the use of the units shall not exceed the prescribed guidelines as laid down by the Local Authority. In the event of this rule being exceeded, the body corporate reserves the right to employ an independent security company to enforce this rule at the expense of the office units.

23 LIABILITY FOR DAMAGES AND COSTS

- 23.1 If an owner or the occupier of his section or the invitees of the owner or of the occupier of his section cause/s damage to the common property, the owner of the section concerned shall be liable to the body corporate for the damage caused and for the costs of repairs.
- 23.2 A member is liable for and must pay to the body corporate all reasonable legal costs and disbursements incurred by the body corporate in the collection of arrear contributions or any other arrear amounts due and owing by such member to the body corporate, or in enforcing compliance with the management rules, the conduct rules or the Act.

24 DISCLAIMER

All persons entering the common property of the body corporate shall do so at their own risk. An owner or occupier of a section or any other person present on the

common property or using any of the facilities or services of the body corporate does so entirely at their own risk.

25 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.

26 EXCLUSIVE USE AREAS

26.1 Allocation of exclusive use areas

26.1.1 In terms of section 10(7) of the Act rights, of exclusive use and enjoyment 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 in 26.1.2 below.

26.1.2 The exclusive use areas that are distinctively numbered on the exclusive use area allocation schedules annexed hereto as Annexure A (hereinafter referred to as “exclusive use area plans”). The foregoing exclusive use areas are hereby allocated to the owners of the sections (linked sections) as reflected in Annexure B hereto (herein referred to as the “exclusive use area schedule”).

26.2 General rules in respect of exclusive use areas

26.2.1 An exclusive use area comprised of parking areas, and/or any other facilities that may be approved from time to time by the trustees, subject to the directives given or restrictions imposed from time to time by the members by ordinary resolution. An exclusive use area shall be used by the owner and occupier of the linked section for the purpose for which it is intended and for related purposes according to the facilities provided therein from time to time.

26.2.2 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.

- 26.2.3 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 exclusive use area schedule.
- 26.2.4 An exclusive use area held in terms of this rule may only be cancelled by way of a suitable amendment of this rule approved by the members of the body corporate by special resolution and with the consent of the owners of the linked sections.
- 26.2.5 Subject to the duties of the body corporate specified in sub-rule 26.2.6, an owner of a linked section must repair and maintain his or her exclusive use area and the building improvements and structures constructed on the exclusive use area in a state of good repair and in a clean and neat condition.
- 26.2.6 The trustees will continue to impose and recover 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.
- 26.2.7 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 trustees in terms of management rule 30.1.7.
- 26.2.8 An owner of a linked section shall afford the body corporate and its authorised representatives reasonable access to his or her exclusive use area for any reasonable purpose required in terms of the Act.

27 SOLAR PANELS

- 27.1 The Developer shall, at its sole discretion, be entitled to -
- 27.1.1 instal solar panels on the roofs of the buildings for the purpose of and in connection with services to the scheme;
- 27.1.2 remove and/or replace the solar panels installed by it on the roofs of the buildings on the scheme; and

- 27.1.3 access to the roofs for the purpose of the installation, maintenance, repairs, removal and/or replacement of such solar panels.

- 27.2 All right, title and interest in and to the solar panels installed by the Developer shall remain with the Developer unless otherwise agreed to between the Developer and the body corporate.

ANNEXURE A

EXCLUSIVE USE AREA PLAN – PARKING AREAS



-2- LOWER GROUND STOREY PLAN -2

Basement Floor G.I.A		
Type	Unit	Area
Apartments		
1-bed	5	104.55
2-bed	9	433.24
Studio	1	31.01
	13	570.80
Apartments Balconies		
Balcony	12	63.49
	12	63.49
Storage	16	126.66
	16	126.66
SUBTOTAL G.I.A		760.95 m ²

Lower Ground Floor G.I.A		
Type	Unit	Area
Apartments		
1-bed	3	104.55
2-bed	9	433.24
Studio	1	31.01
	13	570.80
Apartments Balconies		
Balcony	12	63.49
	12	63.49
Storage	18	161.52
	18	161.52
SUBTOTAL G.I.A		756.81 m ²

OFFICES		
Unit	G.I.A	G.I.A
Office A1	119.57	
Office A1	239.06	
Office B1	238.16	
Office C1	151.79	
Office D1	90.41	
Office E1	227.47	
Office F1	225.15	
Office G1	225.87	
Office H	237.24	
Office I	94.94	
TOTAL		1871.65 m ²

OFFICES		
Unit	G.I.A	G.I.A
Office A2	103.25	
Office B2	219.98	
Office C2	228.21	
Office D2	141.21	
Office E2	100.04	
Office F2	213.07	
Office G2	219.25	
TOTAL		1231.79 m ²
Office Spd	54.95	
Outdoor Seating	54.95	
TOTAL		1391.64 m ²

PARKING REQUIREMENTS		
OFFICERS 1:387:1 (BSP)	NO. OF BAYS	
LOWER GROUND	93	
TOTAL NO. of Bays	119	
ALLOCAED	119	
TOTAL NO. of Bays	224	
RESIDENTS 1:150:1 (BSP)		
LOWER GROUND	21	
TOTAL NO. of Bays	42	
ALLOCAED	42	
TOTAL NO. of Bays	48	

NO.	TYPE	AREA
1.1	Apartments	1141.60
1.2	Office	3109.44
2.2	Office Balconies	306.50
3.1	Storage	1391.64
4.1	Storage	288.18
TOTAL		3106.34 m ²

ANNEXURE B

EXCLUSIVE USE AREA SCHEDULE

PARKING AREAS: OFFICES

Exclusive use areas (parking bay areas) numbered according to the exclusive use area plan	No. of parking bays in parking area	Allocated to the owners of the following sections (linked sections)	Description of section
		Section 1	Office A1
		Section 2	Office A2
		Section 3	Office B1
		Section 4	Office B2
		Section 5	Office C1
		Section 6	Office C2
		Section 7	Office D1
		Section 8	Office D2
		Section 9	Office E1
		Section 10	Office E2
		Section 11	Office F1
		Section 12	Office F2
		Section 13	Office G1
		Section 14	Office G2
		Section 15	Office H
		Section 16	Office I
		Section 17	Office J

PARKING AREAS: RESIDENTIAL

Exclusive use areas (parking bay areas) numbered according to the exclusive use area plan	No. of parking bays in parking area	Allocated to the owners of the following sections (linked sections)	Description of section
		Section ●	Unit 1
		Section ●	Unit 2
		Section ●	Unit 3
		Section ●	Unit 4
		Section ●	Unit 5
		Section ●	Unit 6

		Section •	Unit 7
		Section •	Unit 8
		Section •	Unit 9
		Section •	Unit 10
		Section •	Unit 11
		Section •	Unit 12
		Section •	Unit 13
		Section •	Unit 14
		Section •	Unit 15
		Section •	Unit 16
		Section •	Unit 17