

CONDUCT RULES

prescribed in terms of Section 10(2)(b) of the Sectional Titles Schemes Management Act No 8 of 2011, as amended, added to and withdrawn in terms of Regulation 6(2) of the Sectional Titles Schemes Management Regulations of 2016

THE BODY CORPORATE OF THE

DE ZWARTLAND WERF MANOR SECTIONAL TITLE SCHEME

Index

CONDUCT RULES

NO.	CLAUSE HEADINGS	PAGE
1	AMENDMENT AND BINDING NATURE	1
2	INTERPRETATION	1
3	WRITTEN CONSENT OF THE MANAGING AGENT AND TRUSTEES	5
4	OCCUPATION OF SECTIONS AND USE OF EXCLUSIVE USE AREAS	6
5	OCCUPATION OF SECTION AND USE OF EXCLUSIVE USE AREA BY THIRD PARTY	7
6	ANIMALS, REPTILES AND BIRDS	7
7	REFUSE AND WASTE DISPOSAL	8
8	VEHICLES	9
9	MINOR ALTERATIONS	10
10	RENOVATIONS	11
11	STRUCTURAL ALTERATIONS	12
12	ALL ALTERATIONS	14
13	REPAIRS, MAINTENANCE, ALTERATIONS AND SAFETY PRECAUTIONS	17
14	APPEARANCE OF SECTION AND EXCLUSIVE USE AREA	18
15	STORAGE OF FLAMMABLE MATERIALS	19
16	SAFETY SECURITY AND RISK	20
17	BEHAVIOUR OF OWNERS AND OCCUPIERS IN SECTIONS AND ON THE COMMON PROPERTY	20
18	ERADICATION OF PESTS	21
19	NUISANCE	21
20	SALE, LETTING AND USE OF SECTIONS AND RELATED MATTERS	22
21	USE OF THE COMMON PROPERTY	24
22	SMOKING AND ALCOHOL-FREE ENVIRONMENT	24
23	WRITTEN NOTICES BY OR ON BEHALF OF THE TRUSTEES	25
24	INTERNAL DISPUTE RESOLUTION MEETING	26

25	LIABILITY FOR DAMAGES AND COSTS	26
26	DISCLAIMER	26
27	PENALTIES AND COMPLAINTS	26
28	FACILITIES AND SERVICES	27
29	RESTAURANT AND MEALS	28
30	HEALTHCARE	28
31	MAIL DELIVERIES	29
32	GENERAL	29
33	EXCLUSIVE USE AREAS	29
34	SOLAR PANELS	31
35	SHARED SERVICES	32

NO. APPENDICES

ANNEXURE A – EXCLUSIVE USE AREA PLAN

ANNEXURE B – EXCLUSIVE USE SCHEDULE

ANNEXURE C – SITE DEVELOPMENT PLAN

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contained herein are the rules prescribed in terms of Section 10(2)(b) of the SSMA as substituted, added to, amended or repealed by the developer.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 SSMA.
- 1.2 An Owner must take all reasonable steps to ensure compliance with these Rules, including compliance by its Invitees, an Occupier, and the Occupier's Invitees.
- 1.3 Owners or Occupiers of a Section must comply with the provisions of the Constitution of the POA.

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 in terms of these Rules;
 - 2.1.2 "Body Corporate" means the body corporate of the 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 as provided for in the SSMA and the Sectional Titles Act;
 - 2.1.5 "Design Criteria Document" means the design criteria established by the Trustees in respect of any alterations, additions or Renovations to a Section;
 - 2.1.6 "Developer" means De Zwartland Werf (Pty) Ltd, registration number 2010/012830/07, a private company with limited liability duly incorporated

in accordance with the laws of the Republic of South Africa or its successors in title and assigns;

- 2.1.7 “Exclusive Use Area” means a part of the Common Property over which Owners have a real right of exclusive use as provided for in the Sectional Titles Act, and which Exclusive Use Areas are dealt with in rule 33 and are set out in **Annexures A and B**;

- 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 “Managing Agent” means the person appointed by the Body Corporate to run and manage the Scheme on a day-to-day basis and as contemplated in the Retired Persons Act;

- 2.1.10 “Management Rules” means the management rules of the Scheme as contemplated in section 10(2)(a) the SSMA;

- 2.1.11 "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 in terms of these Rules;

- 2.1.12 “Levy” means the monthly Levy including other contributions and/or other amounts due and payable by the Owners to the Managing Agent as agent of the Body Corporate;

- 2.1.13 "Occupier" means the person/s nominated by the Owner in writing to the Trustees or Managing Agent as the occupier/s of the Owner’s Section. The Occupier shall be a natural person and shall be the only person entitled to occupy the Section (subject to clause 4 below) and shall in the instance of a single Occupier, be aged 50 (years) years or older and where there are two Occupiers, then at least one of the Occupiers shall be a minimum of 50 (fifty) years old;

- 2.1.14 "Owner" means the registered owner of a Section and right of exclusive use (if applicable) in the Scheme who also enjoys an undivided share in the Common Property apportioned to that Section;

- 2.1.15 "POA" means the DZW Property Owners' Association, to be established in terms of the By-Law in respect of the Development which the Property and the Scheme forms a part of;
- 2.1.16 "Rates" means all municipal assessment rates, taxes, fees, levies and other such or similar charges and expenses, including Value-Added Tax, payable in respect of the Section by the Seller or any Owner thereof to the local authority and/or to any other competent authority entitled to Levy and claim payment of any such charges and expenses including but not limited to those charges, taxes, levies or any amounts referred to in Section 118(1) and 118(3) of the Local Government Municipal Systems Act No 32 of 2000;
- 2.1.17 "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;
- 2.1.18 "Retired Persons Act" means the Housing Development Schemes for Retired Persons Act No 65 of 1988, as amended
- 2.1.19 "Scheme" means the De Zwartland Werf Manor Sectional Title Scheme;
- 2.1.20 "Section" means, for the purposes of these Rules, a section forming part of the Scheme as shown on the sectional plan and used for residential purposes, and as defined in the Sectional Titles Act
- 2.1.21 "Sectional Titles Act" means the Sectional Titles Act No 95 of 1986, as amended;
- 2.1.22 "Site Development Plan" means the proposed site layout plan depicting the phased development of the Scheme, a copy of which is attached as **Annexure C** hereto;
- 2.1.23 "SSMA" means the Sectional Titles Scheme Management Act No 8 of 2011, as amended;

- 2.1.24 "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:
- 2.1.24.1 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;
 - 2.1.24.2 alterations to the pipes, wires, cables and/or ducts in respect of a Section and/or the Common Property;
 - 2.1.24.3 the removal, reconstruction and/or construction of a Building or Building improvement in respect of a Section and/or the Common Property;
 - 2.1.24.4 the enclosing or partial enclosing of a balcony;
 - 2.1.24.5 the extension of the boundaries or floor area of a Section;
 - 2.1.24.6 the subdivision of a Section;
 - 2.1.24.7 the destruction of a Section or a part thereof; and
 - 2.1.24.8 the consolidation of two or more Sections.
- 2.1.25 "these Rules" means these conduct rules including all annexures hereto;
- 2.1.26 "Trustees" means the trustees of the Body Corporate from time to time; and
- 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 SSMA, 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 MANAGING AGENT AND TRUSTEES

- 3.1 Whenever the written consent of the Managing Agent or the Trustees is required in terms of these Rules, application for such consent must be made in writing and the applicant must furnish the Trustees with all the information, details and documentation, as may be required by them.
- 3.2 The written consent of the Managing Agent and 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. A written consent by the Trustees must be signed by two Trustees or one trustee and the Managing Agent or by a trustee or the Managing Agent to whom such power has been assigned in terms of the management rules. The Trustees and Managing Agent may attach reasonable conditions to their consent. If the Trustees or Managing Agent refuse their consent in terms of these Rules, they must furnish reasons for refusing their consent.

- 3.3 The Managing Agent and Trustees may withdraw their consent, in the event of non-compliance with any of their conditions, provided that the Managing Agent and Trustees shall exercise their discretion to withdraw their consent reasonably. When withdrawing their consent, the Managing Agent and Trustees must notify the Owner or tenant in writing and furnish him/her with reasons for their decision.
- 3.4 If the Owner or Occupier disputes a decision of the Trustees in terms of these Rules, he/she must submit a complete and motivated complaint to the Body Corporate in the form of the prescribed complaint form.
- 3.5 An Owner or Occupier must obtain the approval of the Trustees of the POA, where such approval is required in terms of the Constitution of the POA.

4 OCCUPATION OF SECTIONS AND USE OF EXCLUSIVE USE AREAS

- 4.1 The is a retirement village and all Occupiers in the Scheme must be 50 (fifty) years or older.
- 4.2 In the event that the Occupier has a spouse or dependents under the age of 50 (fifty) years of age, the Owner or the Occupier may apply to the Managing Agent, for special permission for such spouse / dependents to reside in the Section and the decision of the Managing Agent in this regard will be final and binding.
- 4.3 All residents, irrespective of age, are expected to abide by these Rules and the Management Rules and the POA's rules and constitution.
- 4.4 100% (one hundred percent) of the total number of sections in the Scheme shall be made available for occupation to retired persons as defined in the Retired Persons Act. Accordingly, should a section in the Scheme be sold to a person or persons younger than 50 (fifty) years of age or to a company, close corporation or a trust, the section may only be occupied by retired persons as stipulated in clause 4.1 above.
- 4.5 The Owner may not alienate, lease or make over any of its rights in respect of a Section should such alienation or lease have the effect that the Section is occupied by a person or persons not complying with the age restrictions as set out in clause 4.1 above or any of the other conditions contained herein. The Owner's successors in title will be similarly restricted by these conditions

affecting the Owner as contained in this Agreement and in these Rules and the Management Rules.

- 4.6 Owners or Occupiers may only use the Sections for residential purposes and no commercial practices or trading may be performed at a Section unless written permission has been obtained from Trustees or the Managing Agent, whose decision on the matter shall be final and binding.

5 OCCUPATION OF SECTION AND USE OF EXCLUSIVE USE AREA BY THIRD PARTY

- 5.1 An Owner may, with the prior written consent of the Trustees, let or allow use and occupation of the Section and Exclusive Use Area (where applicable) for the Occupier's own benefit but for a maximum period of 5 (five) years or such additional period as the Trustees may allow in writing, provided that the third party shall be a minimum age of 50 (fifty) years old.
- 5.2 The Owner remains liable to make payment of all Rates and levies in respect of the Section and Exclusive Use Area (where applicable) as and when they fall due.
- 5.3 The Owner may, with the prior written consent of the Trustees allow a full-time caregiver to occupy the Section together with the Occupier for the purpose of providing caregiving services to the Occupier, at the cost of the Occupier.

6 ANIMALS, REPTILES AND BIRDS

- 6.1 An Owner or Occupier shall not, keep any animal, reptile or bird ("**Pets**") in a Section or on the Common Property, unless the Owner has obtained the written consent of the Trustees .
- 6.2 When granting such approval, the Trustees may prescribe any reasonable conditions. The Trustees may withdraw any approval given to an Owner in respect of the keeping of Pets in the event of any breach of any conditions prescribed by the Trustees from time to time and such consent will at all times have to be in compliance with the provisions of these .rules

7 REFUSE AND WASTE DISPOSAL

- 7.1 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.
- 7.2 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.
- 7.3 The Owner or Occupier of a Section must –
- 7.3.1 move the refuse receptacle referred to in sub-rule 7.2 to places designated by the Trustees for collection purposes at the times designated by the Trustees and promptly retrieve it from these places; and
- 7.3.2 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.
- 7.4 The Owner or Occupier of a Section must not –
- 7.4.1 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;
- 7.4.2 leave or place refuse bags or bins on any part of the Common Property; and
- 7.4.3 dispose of any cooking oils or fats in the kitchen sinks, drains or toilets or flush paper towels, sanitary towels and nappies down the sewerage system, it being recorded that such materials may be traced back to a particular Section.

8 VEHICLES

- 8.1 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.
- 8.2 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.
- 8.3 A consent under sub-rules (1) and (2) must state the period for which it is given.
- 8.4 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.
- 8.5 Owners and Occupiers must ensure that their vehicles and the vehicles of their Invitees do not drip fuel, oil or brake fluid on to the Common Property or in any other way deface the Common Property. The Owners or Occupiers shall be responsible to clean such area, at his/her own cost.
- 8.6 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.
- 8.7 No Owner or Occupier shall be permitted to was his/her vehicle on any portion of the Common Property without the prior written consent of the Trustees.
- 8.8 Hooters may not be sounded within the Scheme, other than in cases of emergencies.
- 8.9 It is recorded that all vehicles parked in in the Common Property are parked at the risk of the Owner of the vehicle.

- 8.10 No person may sleep or overnight in a vehicle or in any Section or on the Common Property of the Scheme.
- 8.11 Owners, Occupiers and Invitees shall only enter and exit the Scheme through areas specifically designated for that purpose.
- 8.12 All vehicles driving with the Scheme shall adhere to the speed limit of 40km/h.

9 MINOR ALTERATIONS

- 9.1 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, save for the rights of the Developer in terms of rule 34.
- 9.2 It is recorded that the exterior of the Sections, including windows and doors shall form part of the Common Property.
- 9.3 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.
- 9.4 An Owner must keep a device installed under sub-rule 9.3 in a state of good order and repair.
- 9.5 Save for the rights of the Developer in terms of rule 34, an Owner must not construct or erect any Building, 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.
- 9.6 To obtain the written consent of the Trustees in terms of sub-rules 9.1, 9.3 or 9.5, 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.

- 9.7 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.
- 9.8 The Owner must confirm his/her acceptance of the conditions attached to the consent of the Trustees and must undertake to comply with the provisions of these Rules. The Trustees' consent document must make provision for such acceptance and undertaking.
- 9.9 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.

10 RENOVATIONS

- 10.1 An Owner may not proceed with Renovations to his/her 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.
- 10.2 The Trustees must convey their written consent to the Owner within a reasonable period after receipt of the application in terms of sub-rule 10.1. The Trustees may attach reasonable conditions to their consent.
- 10.3 The Owner must confirm his/her acceptance of the conditions attached to the consent of the Trustees and must undertake to comply with the provisions of these 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/her Section.
- 10.4 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.

11 STRUCTURAL ALTERATIONS

- 11.1 An Owner may not effect Structural Alterations to his/her Section or the Common Property, without the written consent of the Trustees and the written consent of the Trustees of the POA and where applicable, the approval of Building plans by the Municipality.
- 11.2 To obtain the written consent of the Trustees in terms of sub-rule 11.1, the Owner must comply with the following provisions:
- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 If applicable, the Owner must agree to the appointment of the architect nominated by the Trustees to scrutinise the application and submit his/her recommendation to the Trustees. The Owner will be liable for the scrutiny fees charged by the architect.
- 11.2.4 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/she 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.
- 11.2.5 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.

- 11.2.6 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.
- 11.3 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/her acceptance of the conditions attached to the consent of the Trustees and must undertake to comply with the provisions of these Rules. The Trustees' consent document must make provision for such acceptance and undertaking.
- 11.4 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.
- 11.5 If required in terms of the SSMA 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.
- 11.6 If required in terms of the Sectional Titles Act, 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.
- 11.7 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.
- 11.8 If the Owner or Occupier fails to comply with any conditions in relation to this rule 11 the Trustees may immediately require the Owner or Occupier to cease and/or remove all Structural Alteration. If the Owner or Occupier fails to remove such Structural Alterations, despite having received 7 (seven) days' written notice by the Trustees to do so, the Body Corporate shall be entitled to remove same, at the cost and expense of the Owner and Occupier.

12 ALL ALTERATIONS

- 12.1 Alterations in terms of these Rules may only be effected by Owners of Sections. No Occupier may apply to the Trustees for consent for alterations, including Renovations, unless authorised in writing by the Owner of the Section.
- 12.2 Save for the installation by the Developer in terms of rule 34, 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/her workmen and contractors:
- 12.2.1 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.
- 12.2.2 An Owner must comply with the relevant provisions of these Rules and the Constitution of the POA and the conditions prescribed by the Trustees and/or by the Body Corporate and/or by the Trustees of the POA..
- 12.2.3 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.
- 12.2.4 All work must be performed on weekdays during 09h00 to 17h00 or during 10h00 to 14h00 on Saturdays subject to the consent of the Trustees of the POA being obtained.
- 12.2.5 The Common Property must be kept clean, tidy and free of debris, Building rubble, and other materials which must be removed as work proceeds. No rubble shall be left on site overnight. 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.

- 12.2.6 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.
- 12.2.7 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. For the avoidance of doubt the work must not disturb the free flow of traffic in the Common Property and in particular, landing, staircases and passages must be kept clear at all times.
- 12.2.8 The Owner must ensure that the work shall be completed timeously within the timeframe specified by the Trustees, if any.
- 12.2.9 The Owner must ensure that his/her contractors and/or other workers comply with the provisions of these Rules.
- 12.2.10 The Owner or his/her contractors must take out a 'Builders All Risk' policy and/or other appropriate insurance for the duration of construction of the Structural Alterations.
- 12.2.11 The Owner and his/her 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/her contractors must make provision for fire prevention and must ensure that the safety of Owners and Occupiers are not compromised.
- 12.2.12 The Owner and his/her 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.
- 12.2.13 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.

- 12.2.14 The Owner or his/her contractor must not deviate from the approved Building plans, without the written consent of the Trustees and the approval of the Municipality.
- 12.2.15 The Owner must ensure that All Alterations comply with the Design Criteria Document.
- 12.3 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.
- 12.4 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/her contractor to stop work, until permission to continue with the work has been granted by the Trustees.
- 12.5 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/her 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 loss or injury and any claims arising from work undertaken by him or by his/her contractors.
- 12.6 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 12.5. 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.
- 12.7 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.

- 12.8 The deposit will only be refunded after the work has been completed in compliance with the approvals and the Trustees have confirmed that –
- 12.8.1 they are not aware of any unresolved or not yet settled reasonable claim by the Body Corporate against the Owner and/or his/her contractor for any damage caused to the Common Property or property of the Body Corporate by the Owner, his/her workmen or contractors during construction;
- 12.8.2 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/her contractor for damage caused to his/her Section or other property of the Owner by the Owner and/or contractor during construction; and
- 12.8.3 all debris, rubble, equipment, tools and materials have been removed from the Common Property.
- 12.9 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.

13 REPAIRS, MAINTENANCE, ALTERATIONS AND SAFETY PRECAUTIONS

- 13.1 It is the duty of Owners and Occupiers to keep the Section and/or area of the Common Property of which they have exclusive use and enjoyment in a good, clean, sanitary and habitable order and condition, including without limitation all electrical, plumbing and sewerage installations and services.
- 13.2 Owners and Occupiers are required to keep the Sections and Exclusive Use Areas clean, safe and free from infestations.
- 13.3 Owners and Occupiers are required to keep all internal passages in their Sections clear for easy access in case of an emergency.

- 13.4 An Owner must repair and maintain all Minor Alterations and Structural Alterations constructed or installed in respect of his/her Section and/or the Common Property in a state of good repair at his/her own expense.
- 13.5 An Owner must repair and maintain his/her Section (including the pipes, wires, cables and ducts in his/her Section and used in connection with the enjoyment of his/her Section) in a state of good repair as envisaged by the SSMA.
- 13.6 If an Owner fails, neglects and/or refuses to keep his/her Section or areas of the Common Property of which he/she has exclusive use and enjoyment in a good, clean, sanitary and habitable order and condition, and such failure, neglect and/or refusal persists for a period of 30 (thirty) days after written notice having been received by the Owner to rectify same, then the Trustees will be entitled, but not obliged, to remedy such failure, neglect and/or refusal and to recover the reasonable cost of so remedying from the Owner.
- 13.7 It is the duty of the Owner to maintain the Common Property and keep it in a state of good and serviceable repair.
- 13.8 Each Owner is obliged, at all reasonable times, to grant access (over and/or to his/her Section and Exclusive Use Area) to the Body Corporate's agents, employees and/or contractors for the purpose of attending to emergency faults or problems affecting the other Owners and Occupiers, and which can only be attended to by accessing such Section or Exclusive Use Area.

14 APPEARANCE OF SECTION AND EXCLUSIVE USE AREA

- 14.1 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.
- 14.2 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.

- 14.3 The Trustees may attach reasonable conditions to their consent referred to in sub-rules 14.1 and 14.2 above.
- 14.4 No washing lines may be erected on the Common Property. An Owner must not hang any washing, laundry, or other items in a Section or on an Exclusive Use Area allocated to.
- 14.5 In respect of the appearance of the Common Property from the outside of Sections –
- 14.5.1 an Owner or Occupier shall not place or do anything on any part of the Common Property, including balconies, patios, stoeps, and gardens which, in the discretion of the Body Corporate is aesthetically displeasing or undesirable;
- 14.5.2 Owners and Occupiers are required to keep their patios clean and presentable at all times with no unsightly cabinets, sheds or any wall mounted décor and fittings permitted, and patio furniture should be sturdy to avoid being blown around by wind, and metal items causing rust stains on patio tiles are not permitted;
- 14.5.3 no items may be hung over fences, balconies, in windows or corridors or any part of the Common Property which is visible from outside of the Section; and
- 14.5.4 Owners and Occupiers shall ensure that their Section is provided with adequate curtaining or blinds at all times, and in any event within 7 (seven) days of taking occupation of the Section.
- 14.6 The Trustees shall be entitled to request that anything that they determine to be aesthetically displeasing or undesirable when viewed from the outside of the Section be removed or replaced.

15 STORAGE OF FLAMMABLE MATERIALS

- 15.1 Subject to sub-rule 15.2, 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 and save for installations prior-approved by the Trustees

and installed in the Section prior to the Owner purchasing his/her Section, the Owner or Occupier shall not make use of open fire, open-bar electric heaters, gas heaters, electrical or other appliances which pose a fire hazard/risk. .

- 15.2 This rule does not apply to the storage of fuel or gas in –
 - 15.2.1 the fuel tank of a vehicle, boat, generator or engine; or
 - 15.2.2 a fuel tank or gas cylinder kept for domestic purposes.

16 SAFETY SECURITY AND RISK

- 16.1 Owners, Occupiers and Invitees, must at all times ensure that the security and safety of other Owners, Occupiers and their Invitees, and their property is preserved, and in particular, must –
 - 16.1.1 handle their access controls responsibly and must report any loss of any access control to the Trustees; and
 - 16.1.2 comply with all security measures and directives imposed by the Trustees from time to time.
- 16.2 Security personnel will, at all times, have the authority to conduct random searches of vehicles and people entering into the Scheme.

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

- 17.1 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.
- 17.2 An Owner or Occupier must not obstruct the lawful use of the Common Property by any other person.
- 17.3 An Owner or Occupier must take reasonable steps to ensure that he/she and/or his/her 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.

18 ERADICATION OF PESTS

- 18.1 The Owner of a Section must keep the Section free of wood-destroying insects, including white ants and borer beetles.
- 18.2 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.
- 18.3 The Body Corporate must recover the costs of the inspection and replacement referred to in sub-rule 18.2 from the Owner of the Section.
- 18.4 The Owner or Occupier of a Section shall be responsible to ensure that activities in his/her Section or on the Common Property complies with all municipal health regulations and that no damage or risk is created or allowed to the health, safety or property of other Owners, Occupiers and Invitees.

19 NUISANCE

- 19.1 For the purpose of this rule “nuisance” means any act, omission or condition, which in the opinion of the Board is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of Owners or Occupiers, or which adversely affects the safety of the Owners or Occupiers, having regard to the activities in question and the impact which results from these activities and whether or not such activity is permissible in terms of these Rules or the management rules.
- 19.2 An Owner or Occupier must not use his/her 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/her privacy.
- 19.3 Owners and Occupiers shall ensure that their activities in and use of the Section and Common Property or any part thereof and all services, facilities and amenities available on the Common Property, including the activities of their Invitees, shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration of the remaining Owners and

Occupiers and in accordance with these Rules, the Constitution of the POA and of the provisions of the Sectional Titles Act.

- 19.4 Owners and Occupiers shall observe quiet times within their Section and on the Common Property during the hours of 23:00 and 07:00 nightly and between 14:00 and 16:00 on Saturdays, Sundays and public holidays.
- 19.5 Owners and Occupiers shall not cause or permit any disorderly conduct of whatsoever nature upon the Section or any part of the Common Property or do or permit any act, matter or thing in or about the same which shall constitute or cause a nuisance or disturbance or any inconvenience to any other Owner, Occupier, visitor or attendee of the Scheme.
- 19.6 The Owner or Occupier shall not use any radio, television sets, recording equipment, sound equipment or the play any musical instruments to the extent that it causes any disturbance to any other Owner or Occupier or any other visitor or attendee of the Scheme.
- 19.7 No fireworks, firearms, pellet guns and/or catapults or instruments similar thereto may be discharged in the Scheme whatsoever.
- 19.8 Should Owners or Occupiers make use of a braai at their Section, they must ensure that all fires lit by them are properly and totally extinguished and that the Common Property where such areas are specifically set aside for braais are cleaned-up after use and that no litter is left lying around.
- 19.9 All complaints with regard to the behaviour of any occupant visitor, attendee, employee or representative shall be directed by the Managing Agent or Body Corporate to the relevant Owner or Occupier.

20 SALE, LETTING AND USE OF SECTIONS AND RELATED MATTERS

- 20.1 An Owner must notify the Managing Agent and the Body Corporate forthwith of any change in Ownership or occupancy in his/her Section and any mortgage concluded in respect of his/her Section as envisaged in the SSMA.

- 20.2 Upon the sale, other alienation, letting, or the change in occupation of, his/her Section, and when any such information may change, the Owner must provide the Trustees with the following, as the case may be applicable –
- 20.2.1 the particulars and contact information of the Owner, the transferor or the lessor;
 - 20.2.2 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
 - 20.2.3 any further information or documentation required by the Trustees.
- 20.3 An Owner must provide the purchaser, lessee or other Occupiers of his/her Section with a copy of these Rules at his/her own expense.
- 20.4 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.
- 20.5 An Owner or Occupier or otherwise 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/her letting agent, namely –
- 20.5.1 a written lease agreement or other agreement must be concluded with the lessee or other Occupier; and
 - 20.5.2 in terms of the lease agreement the lessee must be obliged to comply with the provisions of these Rules of the Body Corporate and the Constitution of the POA.
- 20.6 An Owner or Occupier must not contravene the provisions of any –
- 20.6.1 law or by-law relating to the use of a Section or an Exclusive Use Area; or
 - 20.6.2 conditions of license relating to use of the Building or the Common Property, or the carrying on of a business in the Building; or
 - 20.6.3 conditions of title applicable to Sections or Exclusive Use Areas.

- 20.7 An Owner or Occupier of a Section may conduct an acceptable business in his/her primary Section as specified in the Management Rules. No prohibited business specified in the Management Rules may be conducted in any Section.

21 USE OF THE COMMON PROPERTY

- 21.1 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.
- 21.2 An Owner or Occupier or his/her 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.
- 21.3 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.
- 21.4 Owners and Occupiers must not damage any fixtures or other items on the Common Property, including trees, plants, shrubs or flower beds.
- 21.5 The Common Property may only be used for the purpose for which it was intended and no other purpose.

22 SMOKING AND ALCOHOL-FREE ENVIRONMENT

- 22.1 No smoking is allowed outside Sections, or on any part of the Common Property inside any Building.
- 22.2 Any smoking must take place inside a section, subject to compliance with the reasonable conditions imposed from time to time by the Trustees.
- 22.3 The consumption of alcohol is discouraged on the Common Property and any such consumption must be limited to the confines of the Sections.
- 22.4 No illegal substances may be kept or used in Sections or on the Common Property. Any transgression will be reported to the relevant authorities.

23 WRITTEN NOTICES BY OR ON BEHALF OF THE TRUSTEES

- 23.1 A written notice by or on behalf of the Trustees in terms of these Rules must be in such format as the Trustees may from time to time prescribe. A written notice by or on behalf of the Trustees must be signed by two Trustees or one trustee and the Managing Agent or by a trustee or the Managing Agent to whom such power has been assigned in terms of the management rules.
- 23.2 A written notice sent in accordance with these Rules to an Owner of a Section, will be regarded as having been properly delivered, if –
- 23.2.1 delivered to the Owner of the Section by hand to his/her service address, in which event it shall be regarded as having been received on the date of delivery; or
- 23.2.2 delivered by registered post to the Owner of the Section to his/her service address or other postal address in which event it shall be regarded as having been received on the 5th day after the date of posting; or
- 23.2.3 delivered by fax or e-mail to the Owner of the Section, to his/her fax number or e- mail address in which event it shall be regarded as having been received on the date of transmission.
- 23.3 A written notice sent in accordance with these Rules to the Occupier of a Section, shall be regarded as having been properly delivered, if –
- 23.3.1 delivered to the Occupier of a Section to the physical address of the Section by hand, in which event it shall be regarded as having been received on the date of delivery; or
- 23.3.2 delivered by registered post to the Occupier of the Section to the physical address of the Section or other postal address of the Occupier, in which event it shall be regarded as having been received on the 5th day after the date of posting; or
- 23.3.3 delivered by fax or e-mail to the Occupier of the Section, to his/her fax number or e- mail address in which event it shall be regarded as having been received on the date of transmission.

24 INTERNAL DISPUTE RESOLUTION MEETING

In the event of any dispute arising between an Owner and another Owner, or between an Owner and an Occupier, or between an Owner or an Occupier and the Body Corporate, the Trustees, and/or the Managing Agent, the complainant must for the purpose of holding an internal dispute resolution meeting, deliver a signed and completed complaint form to the Body Corporate in terms of the Management Rules.

25 LIABILITY FOR DAMAGES AND COSTS

- 25.1 If an Owner or the Occupier of his/her Section or the Invitees of the Owner or of the Occupier of his/her 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.
- 25.2 A member of the Body Corporate 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 of the Body Corporate to the Body Corporate, or in enforcing compliance with the management rules, these Rules or the SSMA.

26 DISCLAIMER

- 26.1 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.
- 26.2 The Owners and Occupier indemnifies and holds the Body Corporate harmless against any injury, damage, claim, demand, cause of action, liability, loss and expense arising whatsoever and howsoever from any breach by the Owner, Occupier or invitee of these Rules.

27 PENALTIES AND COMPLAINTS

- 27.1 All complaints of whatsoever nature must be lodged, in writing, with the Trustees.

- 27.2 If the conduct of an Owner or the Occupier of his/her Section or the Invitees of the Owner or of the Occupier of his/her Section constitute/s a nuisance or a contravention of a provision of these Rules, the Trustees may impose a penalty on the Owner of the Section in terms of the Management Rules.

28 FACILITIES AND SERVICES

- 28.1 The nature and extent of the basic facilities and services that are to be provided or rendered in connection with Sections in the Scheme shall include the following:

- 28.1.1 perimeter security and access control;
 - 28.1.2 primary health care services to be provided on a weekly basis and eventually a 24-hour registered nurse on site at the Scheme. The cost of the primary health care service will be contained in a monthly "health care levy" payable by all owners of units in the Scheme. It is specifically recorded and acknowledged by the Purchaser the primary health care services will be provided from an interim facility in one of the units in the Scheme until the Health Centre has been constructed;
 - 28.1.3 building and public liability insurance;
 - 28.1.4 maintenance of all communal property, maintenance of all communal gardens and maintenance of the exterior of all individual buildings forming part of the Scheme;
 - 28.1.5 provision of monthly Levy accounts and statements;
 - 28.1.6 employing and contracting an adequate complement of qualified staff to ensure that all services specified are provided; and
 - 28.1.7 access to and usage of a hospitality centre and facilities housed therein, once constructed.
- 28.2 Home based care and related services (including palliative and recuperative care) required by the Occupier may on request be made available at an additional market-related charge, which shall be comparable to other similar services

provided in other institutions comparable in nature to the Scheme. The costs incurred shall be for the Owner's/Occupier's own account and shall be payable by the Owner/Occupier directly to the provider/supplier of such additional home based care and related services.

- 28.3 The Developer and/or the Body Corporate reserve the right to add or to substitute any of these facilities and/or services contained in this clause 28 from time to time provided that such substituted facilities and/or services are of a similar standard and quality.

29 RESTAURANT AND MEALS

- 29.1 Owners and Occupiers can enjoy breakfast, lunch and/or dinner at the restaurant within the Scheme (once constructed), at an additional cost per meal.
- 29.2 The price list of the meals will be circulated to Owners and Occupiers on a monthly basis.
- 29.3 The costs of any special functions and/or guest meals will covered by the Body Corporate from time to time.
- 29.4 Guest meals must be booked at least 24 (twenty-four) hours in advance, by completing the guest meal booking form at the reception. These meals will be charged to individual accounts at the end of each month, regardless of whether taken.
- 29.5 No crockery and cutlery may be removed from the restaurant, without the express permission of the manager of the restaurant.
- 29.6 Should Owners or Occupiers wish to have their meals at their Section, they must notify the manager of the restaurant of such preference 24 (twenty-four) hours in advance of such meal.

30 HEALTHCARE

- 30.1 If and when the Scheme's healthcare facility ("**Healthcare Facility**") has been constructed, it may be utilised by the Owners or Occupiers on a fee-for-service basis, subject to availability.

30.2 Owners and Occupiers may not employ their own personal carers at their Sections, without the prior written consent of the Trustees.

30.3 The utilisation of the services provided at the Healthcare Facility is subject to the provisions of any agreement that may apply, from time to time.

31 MAIL DELIVERIES

31.1 Mail is delivered to the reception on a daily basis and will be available for collection from the Owners' and Occupiers' letterboxes situated within the scheme.

31.2 All items that are too large for the letterboxes will be retained by reception and a notification slip will be placed in the Owners' and Occupiers' letterboxes. Such items can then be collected from the reception during normal office hours.

32 GENERAL

32.1 Any conduct or omission by Invitees shall be attributed to the Owner.

32.2 Similarly, any conduct or omission by an Occupier of a Section shall be attributed to the Owner of that Section, at the instance of the Body Corporate. Notwithstanding anything contained in these Rules, it shall be the responsibility of the Owner of a Section to ensure that the Occupiers comply with the provisions of these Rules

32.3 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.

33 EXCLUSIVE USE AREAS

33.1 Allocation of Exclusive Use Areas

33.1.1 In terms of Section 10(7) of the SSMA 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 33.1.2 below.

- 33.1.2 The Exclusive Use Areas that are distinctively numbered on the Exclusive Use Area allocation schedules annexed hereto as **Annexure A** ("**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 ("**Exclusive Use Area Schedule**").

33.2 General rules in respect of Exclusive Use Areas

- 33.2.1 An Exclusive Use Area comprised of parking areas, a service yard and patio 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 of the Body Corporate 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.
- 33.2.2 The rights vested in terms of this rule, shall not be real rights as contemplated in Section 27(6) of the Sectional Titles Act.
- 33.2.3 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.
- 33.2.4 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.
- 33.2.5 Subject to the duties of the Body Corporate specified in sub-rule 33.2.6, an Owner of a linked Section must repair and maintain his/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.

- 33.2.6 The Trustees and Managing Agent will continue to impose and recover levies from the Owners of the linked Sections, as contemplated in Section 3(1)(c) of the SSMA, to recover the expenses relating to the Exclusive Use Areas.
- 33.2.7 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 the Management Rules.
- 33.2.8 An Owner of a linked Section shall afford the Body Corporate and its authorised representatives reasonable access to his/her Exclusive Use Area for any reasonable purpose required in terms of the SSMA.

34 SOLAR PANELS

- 34.1 The Developer shall, at its sole discretion, be entitled to -
- 34.1.1 instal solar panels on the roofs of the Buildings for the purpose of and in connection with services to the Scheme;
- 34.1.2 remove and/or replace the solar panels installed by it on the roofs of the Buildings on the Scheme; and
- 34.1.3 access to the roofs for the purpose of the installation, maintenance, repairs, removal and/or replacement of such solar panels.
- 34.2 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

ANNEXURE B

EXCLUSIVE USE SCHEDULE

ANNEXURE C

SITE DEVELOPMENT PLAN