

PIKETBERG BODY CORPORATE

SS NO: 757/2003; 853/2003/ 944/2003

RULES OF CONDUCT

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1. PREAMBLE

- 1.1 These rules have been drawn up with a view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interest of PIKETBERG.
- 1.2 These rules may be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the addition, amendment or revocation has been registered in the Deeds office in terms of section 35 (5) of the Sectional Titles Act hereinafter referred to as the "Act".
- 1.3 In terms of section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees subject to any restriction imposed or directions given at a General Meeting of owners of sections.
- 1.4 The reference to BODY CORPORATE/TRUSTEES in these Rules, when relating to the application and enforcement of the Rules, shall include any person carrying out duties on instructions of the Board of Trustees.
- 1.5 In applying and enforcing these and any other Rules, the Trustees may appoint members of the Body Corporate on sub-committees to assist them.
- 1.6 Any conduct rule contained herein, that corresponds to any management rule must be reconcilable with the relevant Management Rule and may only be amended by a unanimous decision of the Body Corporate subject that it remains reconcilable with the relevant Management rules.

2. PROPRIETARY RIGHTS TO THE CONDUCT RULES

- 2.1 These Rules are and remain the property of the Body Corporate and shall remain in the section when it is vacated.
- 2.2 Should a set of Rules be lost, the Body Corporate may charge a reasonable fee for it to be replaced.

3. DUTIES OF OWNERS AND OCCUPIERS OF SECTIONS

The attention of owners and occupiers of sections is especially drawn to rule 68 of the Management Rules contained in the regulations of the Act (Duties of owners and occupiers of sections) and more specifically section 44 of the Act (Duties of owners)

4. DOMICILIUM CITANDI ET EXECUTANDI AND REGISTER OF OWNERS

- 4.1 The attention of all owners is also especially drawn to rule 3 of the Management Rules
- 4.2 It is the duty of the owners to notify the Trustees forthwith of any change of ownership in his/her section and of any mortgage or other dealing in connection with his/her section as specified in section 44 (1) (f) of the Act.
- 4.3 The Trustees are, charged with maintaining a Register of owners and Registered Mortgagees of sections and of all other persons who have a real right, together with their addresses, after receiving the information from the owners.

5. SUPPLY OF TENANT'S PARTICULARS BY NON-RESIDENT OWNER

- 5.1 Owners must supply full particulars of tenants of their sections and any changes as they take place, to the Trustees before such tenants take occupation. This is essential not only for good order, but also to identify who is entitled to be on the premises and use the amenities.
- 5.2 Owners must also notify the Trustees and keep them informed of the agent, if any, who does the letting on their behalf
- 5.3 Such owners shall fully and clearly instruct their agents as to the said owner's obligations with respect to these Rules, and shall further instruct their agents that only person acceptable to and congenial with the Community of the Scheme shall be selected as tenants.

6. TENANTS AND VISITORS

- 6.1 All tenants of section and other persons granted rights of occupancy by any owner of the relevant section are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.
- 6.2 Occupants are responsible for the behavior, act and omissions of their visitors and shall ensure that such visitors are made aware of, understand and conform to these Rules.
- 6.3 Owners shall further ensure that tenants or occupants undertake in writing to abide by the Rules and conditions, the format of the undertaking and the manner of lodging shall from time to time be prescribed by the Trustees.

7. ENTRY BY THIRD PARTY

In the interest of security, occupants are requested to notify the Estate Manager timeously in advance of third parties who may from time to time be authored by them to enter their section to affect repairs, deliver or collect goods. In the event of such notice not being given, the Trustees may refuse entry.

8. INFLAMMABLE GOODS AND SAFETY OF PROPERTY

An Occupant shall not store any materials, commit or allow to be committed any dangerous act in the section or on the Common Property which will or may increase the rate of premium payable by the Body Corporate on any insurance policy.

9. NUISANCE

Occupants shall not cause or permit any person to act in conflict with these Rules, or permit any act or event, which shall constitute or cause a nuisance or any inconvenience to other occupants or employees or agents employed by the Trustees or any person being lawfully on the premises. No slaughtering of animals on the premises.

10. SILENCE

- 10.1 Reasonable silence must be maintained at all times, particularly between 22h00 and 07h00. On Sundays silence must be maintained throughout.
- 10.2 Radios, TV sets, musical instruments and hi-fi equipment must be used in such a manner not to disturb other occupants or the public.
- 10.3 Any gathering held in the complex should be contained within the unit at all times. You are to notify your surrounding neighbors 7 days in advance of any social gathering that could cause an inconvenience to them.
- 10.4 No fireworks or crackers are allowed within the complex.

11. CHILDREN

- 11.1 Occupants and visitor's children shall be controlled and supervised in order to avoid damage to the Common Property and inconvenience and distress to other occupants.
- 11.2 Occupants must ensure that their children do not tamper with electrical switches, taps, postboxes, name plates, trees, plants, adornments and other fittings including garden items.
- 11.3 Ball games shall not be permitted on the Common property.
- 11.4 Children are not allowed to play near or around motor vehicles parked on the common property.
- 11.5 Skating or the use of skateboards on the Common Property is strictly prohibited.
- 11.6 When playing on the Common Property, children may not damage the plants or flowers.
- 11.7 No BB guns, ketties and pellet guns are allowed to be used in the complex.

12. MOTOR VECHILES, PARKING AND GARAGES

- 12.1 No occupant shall park his/her vehicle upon the Common property, or permit his or her visitor's vehicle's to be parked upon the Common Property, without consent of the Trustees which approval may not unreasonably be withheld.
- 12.2 The Trustees may cause a vehicle to be removed at the risk and expense of the owner of the vehicle, if such vehicle is parked on the Common Property without the Trustees written consent.
- 12.3 Occupants of sections shall ensure that their vehicle and the vehicles of their visitors and guests do not drip oil or brake fluid on the Common Property or in any other way deface the common property.
- 12.4 Occupants shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property.
- 12.5 No motor wrecks may be kept on the Common Property or on the sidewalks.
- 12.6 Persons causing, in any manner or form whatsoever, damage to the common property, shall be held responsible for the repair of such damage.
- 12.7 Parking of vehicles in entrances to the Common Property or in areas giving access to garages and causing obstruction by doing so, is strictly forbidden. Vehicles so parked may be towed away at risk and expenses of the owner thereof.
- 12.8 Vehicles may only be washed in front of the occupant's garages. These areas shall be left clean and tidy. Rubbish removed from vehicles such as cigarette stubs etc., must be deposited in the occupant's rubbish bin.
- 12.9 Vehicles may not be driven at a speed in excess of 15km per hour on the common property.

- 12.10 Vehicles must be driven as quietly as possible on the common property.
- 12.11 Motor hooters or other audible warning devices (excluding burglar alarms) may not be used on the common property.
- 12.12 Garages shall be kept clean and tidy.
- 12.13 Should occupants have more than 2 vehicles, additional vehicles may only be parked in areas allocated by the Trustees for that purpose if available.
- 12.14 Vehicles parked under the no parking signs will be towed away at the owner's expense. When receiving visitors, please ensure that they do not use residents parking bays, or in any way block entry to parking bays. Non-compliance will result in the vehicles being towed away at the risk and expense of the owner of the vehicle. Only bays marked "visitors parking" or unmarked parking may be utilized.
- 12.15 No caravans/boats/trailers may be parked without written permission from the Trustees and the vehicles may not be parked on the grass.
- 12.16 Garages to be used for their intended purpose only.

13. BICYCLES, MOTOR CYCLES, ETC.

- 13.1 Bicycles, motor cycles, tricycles, Roller skates, skate boards, caravans, trailers and boats may not be left anywhere on the common property.
- 13.2 Rules 12.1 & 12.4 are also applicable to the articles referred to in rule 13.1.

14. LAUNDRY

- 14.1 An occupant of a section shall not, without prior written consent of the Trustees, erect washing lines, or hang washing or laundry or any other items on any part of the buildings or the Common Property so as to be visible from outside the buildings or from any other section.
- 14.2 Washing is hung out at own risk.
- 14.3 Carpets and rugs shall not be shaken, dusted or brushed outside a section or its exclusive area. Washing may not be hanged over balconies.

15. ANTENNAS

- 15.1 No TV antenna shall be attached to the walls of the Common Property nor shall it extent through windows unless the prior written approval of the Trustees is obtained.
- 15.2 Each owner may install one 80cm or smaller satellite dish for DSTV reception only. The dish must be installed by a registered installer and must be installed in such a way to cause no disturbance to other residents. Any dishes installed incorrectly or in such a way to cause a disturbance to other owners will be moved at the owners cost.

16. REFUSE DISPOSAL

- 16.1 An occupant of a section shall: -
 - 16.1.1 Within his section or exclusive use area, maintain in a hygienic and dry condition, a receptacle for household refuse.
 - 16.1.2 Ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
 - 16.1.3 For the purpose of having the refuse removed by the municipal authorities, place such receptacle within the area and at the times designated by the Trustees.
 - 16.1.4 When the refuse has been removed, return such receptacles to his/her section or exclusive use area.
- 16.2 Refuse may not be handled contrary to the regulations of the local municipal authority, e.g., broken glass must be wrapped in a double layer of newspaper before being disposed of.
- 16.3 Littering on the Common Property is strictly prohibited.
- 16.4 Occupants shall ensure that contactors attending to maintenance or improvements to their sections on their behalf, do not litter on the Common Property.
- 16.5 Persons leaving rubbish on any part of the Common Property or public areas surrounding the property are liable to persecution under the Municipal Health Regulations.
- 16.6 No kitchen refuse, food waste, fats or waste of any kind may be thrown or washed down kitchen drain pipes. Occupants shall be responsible for clearing blocked drains in the sections

17. EMPLOYEES AND HAWKERS

- 17.1 The employees of the Body Corporate shall not be interfered with. They receive orders from the Trustees only.
- 17.2 No Hawkers shall be allowed on the Common Property.

18. PETS

- 18.1 An occupant of a section shall not, without the prior written consent of the Trustees which approval may not be unreasonably withheld, keep any pet in his /her section or on the common property.
- 18.2 When granting such approval, the Trustees may prescribe any responsible condition.
- 18.3 The Trustees may withdraw such approval in the event of any breach of any condition prescribed in terms of rule 18.2, by the owner of the pet.
- 18.4 Animals shall not be permitted on the Common Property unless carried or leashed.
- 18.5 Animals shall not be allowed on lawns if not on a leash. Owners of pets shall be responsible for the removal of excrement or refuse left on the Common Property or in private gardens.
- 18.6 Cat litter trays shall not be left on the Common Property and cat litter shall be sealed in bags before disposal.
- 18.7 Aviaries and accommodation for other approved pets may not be erected on the Common Property or, if on an exclusive use area, in such a manner as to be conspicuous or offensive to other occupants or the public.
- 18.8 All cats and dogs are to be neutered and a copy of the certificate to be forwarded to Trustees.
- 18.9 Any pets not registered with the Trustees will be considered as stray and will be removed from the complex. All pets are to be registered within one month after receipt of these rules.

- 18.10 Should u own a pet, you are to ensure your pet remains on your premises and do not hinder your neighbors, i.e. excessive barking, furthermore, all pets must have a collar with the address and telephone number of the owner attached.
- 18.11 Maximum of 2 pets per unit. When selecting a pet, please take into consideration your pet's needs, i.e. area required for size of pets. Should complaints be received regarding your pets' needs not being taken into consideration, same will be reported to the SPCA.
- 18.12 In addition, owners will be liable to pay for any damage caused by their pets.
- 18.13 The Trustees may debit the owners levy account with a fine of **R500.00**, should it be reported that the pet owner was in breach of any of the above rules.

19. HOUSE ASSISTANTS

- 19.1 Occupants shall ensure that their domestic workers/ au pairs do not cause excessive noise in their section or on the Common Property.
- 19.2 Domestic workers/ au pairs are not allowed to loiter on the Common Property or to remain overnight on any part of the Common Property or exclusive use property in e.g. garages and gardens.
- 19.3 Should domestic workers/ au pairs contravene these rules, the Trustees reserve the right, if justified, to refuse such domestic worker/ au pairs entry to the Common Property after notifying the employer.
- 19.4 No domestic workers/ au pairs shall be allowed on the Common Property after 20:00 without the consent of the Trustees.

20. BUSINESS AND OTHER ACTIVITIES

- 20.1 No Business, profession or trade may be conducted on the Common Property or in any section without the approval of the Body Corporate.
- 20.2 No actions or jumble sales may be held on the Common Property or in any section without the prior written permission of the Trustees.
- 20.3 Hobbies causing a disturbance or nuisance are prohibited.

21. EXTERNAL APPEARANCE

- 21.1 An occupant of a section shall not place or do anything on any part of the Common Property, including patios and gardens which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section.
- 21.2 Unless authorized by the Trustees in writing, no decorations may be attached to a section. Applications for consent shall be submitted to the Trustees containing full details of the intended work. Work may not proceed before the written consent of the Trustees has been obtained.
- 21.3 Air-conditioning units shall not be installed in a section unless approved by the Trustees.
- 21.4 No obstructions shall be placed on walkways or any portion of the Common Property.
- 21.5 Awnings are permitted provided they conform to the specs as stipulated by the Body Corporate. These may not be removed when vacating the premises. Refer to the board of Trustees for the correct specs. Any awnings not conforming to the specs will be removed at the owners cost.

22. INTERIOR

Owners shall at all times keep their sections and exclusive use areas in a proper, clean and habitable state. The owner will be responsible for the maintenance of the interior paintwork as well as the clearing of blocked drains originating from his/her section. Maintenance of sanitary equipment, all electrical installations and other interior repairs to the units of whatever nature will be for the owner's own expense.

23. COMMON PROPERTY EQUIPMENT AND INSTALLATIONS

- 23.1 Fire-fighting equipment (if applicable) may under no circumstances be used for any purpose other than for which it is intended. Fire extinguishers and fire hoses are not to be used for any purpose other than that of fighting fires. Any person found using the fire hoses for any other purpose will be liable for the prosecution by the fire department as well as be held responsible to pay for the hose to be resealed by the fire department. Furthermore, a fine of **R500.00** will be debited to the owner's levy account.
- 23.2 UNDER NO CIRCUMSTANCES may occupants tamper with or have work done on the above systems and installations serving the Common Property. Any defects noticed by occupants must be reported to the Trustees.

24. GARDENS AND LAWNS

All gardening on the Common Property and private gardens shall be coordinated by the Trustees. Maps must be obtained from the Trustees before commencement of any digging. Owners/residents will be held responsible for any damage to exterior services e.g. Garden pipes, cables, foundations and underground services if not in possession of a map.

25. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 25.1 Occupants shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter any part of the Common Property without first obtaining the written consent of the Trustees.
- 25.2 Notwithstanding rule 25.1, an occupant or person authorized by him may install; -
- 25.2.1 Any locking device, safety gate, burglar bars or other safety devices for the protection of his section, according to specified design of Piketberg.
- 25.2.2 Any screen or other device to prevent the entry of animals or insects provided that the Trustees have first approved in writing the nature and design of the device and the manner of its installation.
- 25.3 The Trustees shall be notified timeously of any work of whatever nature which is to be undertaken within or to the interior of any section and which will involve activity on the Common Property or cause inconvenience or disturbance to other occupants, such work shall be performed only at reasonable times and with the least possible inconvenience and disturbance to other occupants.
- 25.4 Those persons having such work done and those persons performing it, shall at all times cooperate closely with the Trustees and shall in consultation with the Trustees ensure that proper and satisfactory measures are continuously taken to adequately protect the Common Property from damage, defacement, disfigurement or defilement.

- 25.5 Should workmen fail to cooperate they may be prohibited by the Trustees from working on the premises.
- 25.6 It shall further be the absolute responsibility of those persons having the work done to ensure that workmen implement and allow protective measures at all times and clean up properly after each work session and thoroughly after completing of the project.
- 25.7 The persons having the work done, shall be held liable for costs incurred for cleaning and clearing up or reparations done, should the Common Property be left in a dirty, littered or spoiled condition on completion of such work.
- 25.8 The above rules shall mutandis apply to any work authorized by the Trustees.
- 25.9 When moving furniture or goods in and out of the complex, those persons doing so shall be held liable for the cost of repairing such damage done.

26. SIGNS AND NOTICES

No tenant/owner shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the Common Property or of a section so as to be visible from outside the section, without first obtaining the written consent of the Trustees.

27. ERADICATION OF PESTS

An owner shall keep his/her section free of mice, rats, white ants, borer and other wood-destroying insects and to this end shall permit the Trustees, the Managing Agent and their duly authorized agents or employees to enter the section and taking such action as may be reasonably necessary to eradicate such pests. The cost of the inspection and eradicating any such pest as may be found within the section and exclusive use area, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests, shall be borne by the owner of the section concerned.

28. PENALTIES

- 28.1 The Trustees may debit fines on the owners' levy account, of which the amount will be at the discretion of the Trustees, should owners, residents, visitors or persons doing work at a unit disregard any of these rules.
- 28.2 Should it be necessary for the Trustees to act against any owner or occupant, such owner or occupant shall be liable for all legal costs, on an attorney and client scale, as well as collection commission and administration costs.

29. WATER

- 29.1 Water must be used sparingly at all times
- 29.2 Residents are not allowed to wash vehicles with common property water. Only water that is metered from the relevant units may be used to wash vehicles.

30. MAINTENANCE

- 30.1 To ensure uniformity the Body Corporate is responsible for the painting, maintenance, repairs and replacement of:
- 30.1.1 Fascia boards, gutters, roof tiles and downpipes
 - 30.1.2 The outside window frames
 - 30.1.3 Gates which border directly on communal property
 - 30.1.4 The post boxes
 - 30.1.5 The water meter (s) in each section
- 30.2 The owner of a section shall be responsible for the maintenance and upkeep of:
- 30.2.1 The garage doors of his section and mechanism thereof.
 - 30.2.2 Repair and maintenance of the geyser (s) in his/her section.
 - 30.2.3 All doors of his/her section.
- 30.3 In the event of malicious damage, neglect problems resulting from work undertaken by the owner or his contractor, 30.1 will remain the full responsibility of the owner.

31. OVERCROWDING AND SUB-LETTING OF SECTION

- 31.1 The maximum number of permanent residents (longer than three months) permitted to a section, will be 2 per bedroom.
- 31.2 No sub-letting of any part of the section is permitted.
- 31.3 The Trustees may do inspections from time to time and should it be found that a section occupant is in breach of 31.1 & 31.2, necessary action will be taken against the unit owner. Should there be any costs incurred by the Trustees to take the necessary action, the unit owner will be held responsible for these costs.

32. EXCLUSIVE USE AREAS

- 32.1 Common property areas marked garden 1 to 108 (inclusive) on the plans annexed as "A" are exclusive use areas in terms of section 27 (A) of the Sectional Titles Act 95 of 1986. Each garden is reserved for the exclusive use of the member of the Body Corporate, who is the registered owner from time to time of the section as indicated on the schedule.
- 32.2 The gardens are allocated for exclusive use as follows:

<u>No of exclusive use areas</u>	<u>Purpose</u>	<u>Owner of rights</u>
G1	Garden	Owner of section 1
G2	Garden	Owner of section 2
G3	Garden	Owner of section 3
G4	Garden	Owner of section 4
G5	Garden	Owner of section 5
G6	Garden	Owner of section 6
G7	Garden	Owner of section 7
G8	Garden	Owner of section 8

G9	Garden	Owner of section 9
G10	Garden	Owner of section 10
G11	Garden	Owner of section 11
G12	Garden	Owner of section 12
G13	Garden	Owner of section 13
G14	Garden	Owner of section 14
G15	Garden	Owner of section 15
G16	Garden	Owner of section 16
G17	Garden	Owner of section 17
G18	Garden	Owner of section 18
G19	Garden	Owner of section 19
G20	Garden	Owner of section 20
G22	Garden	Owner of section 22
G24	Garden	Owner of section 24
G26	Garden	Owner of section 26
G28	Garden	Owner of section 28
G30	Garden	Owner of section 30
G32	Garden	Owner of section 32
G34	Garden	Owner of section 34
G36	Garden	Owner of section 36
G37	Garden	Owner of section 37
G38	Garden	Owner of section 38
G39	Garden	Owner of section 39
G40	Garden	Owner of section 40
G41	Garden	Owner of section 41
G42	Garden	Owner of section 42
G43	Garden	Owner of section 43
G44	Garden	Owner of section 44
G45	Garden	Owner of section 45
G46	Garden	Owner of section 46
G47	Garden	Owner of section 47
G48	Garden	Owner of section 48
G49	Garden	Owner of section 49
G50	Garden	Owner of section 50
G51	Garden	Owner of section 51
G52	Garden	Owner of section 52
G53	Garden	Owner of section 53
G54	Garden	Owner of section 54
G55	Garden	Owner of section 55
G57	Garden	Owner of section 57
G59	Garden	Owner of section 59
G61	Garden	Owner of section 61
G63	Garden	Owner of section 63
G65	Garden	Owner of section 65
G67	Garden	Owner of section 67
G69	Garden	Owner of section 69
G71	Garden	Owner of section 71

G73	Garden	Owner of section 73
G75	Garden	Owner of section 75
G77	Garden	Owner of section 77
G79	Garden	Owner of section 79
G81	Garden	Owner of section 81
G83	Garden	Owner of section 83
G85	Garden	Owner of section 85
G87	Garden	Owner of section 87
G89	Garden	Owner of section 89
G91	Garden	Owner of section 91
G93	Garden	Owner of section 93
G95	Garden	Owner of section 95
G96	Garden	Owner of section 96
G98	Garden	Owner of section 98
G100	Garden	Owner of section 100
G101	Garden	Owner of section 101
G102	Garden	Owner of section 102
G103	Garden	Owner of section 103
G104	Garden	Owner of section 104
G105	Garden	Owner of section 105
G106	Garden	Owner of section 106
G107	Garden	Owner of section 107
G108	Garden	Owner of section 108

32.3 The Body Corporate will have unrestricted access to an exclusive use area when in the opinion of the Trustees such access is required for the exercise of its powers or the performance of its functions. In other circumstances no owner shall enter or use any part of an exclusive use area without the permission of the owner to whom that area has been allocated.

32.4 The Body Corporate shall do all things reasonably necessary to ensure that the exclusive use areas are reserved for the use of the owners entitled thereto. This duty shall not preclude an owner from taking legal action to enforce his/her/its exclusive use rights.

32.5 An owner to whom an exclusive use area has been allocated shall:

32.5.1 Maintain and repair the area as if it were part of his/her/its section and keep it clean and tidy.

32.5.2 Ensure that the area is not used in any way that it creates a nuisance or threatens the safety of any section or any part of the common property, and

32.5.3 Not part with possession of the area separately from his/her/its section.

32.5.4 Refer to rule 21 – Not do any improvements to the exclusive use area without the consent of the Trustees.

32.6 For the purpose of interpretation of the Act, the Management rules and the conduct rules, an exclusive use area created in terms of this rule shall be deemed to be an exclusive use area.

32.7 Owners shall remember that the exclusive use areas created in this rule are not bondable.

32.8 No exclusive use levy is applicable.

33. **GENERAL ITO THE SECTIONAL TITLE SCHEME MANAGEMENT ACT NO 08 OF 2011**

Addition 1:

It is in the sole discretion of the trustees to take any remedial action necessary against any owner for the enforcement of any right, duty or obligations owed by any owner to the Scheme for the payment of any levy, administrative fee or any other charge that may become due in the enforcement of the Act, the Rules or any other obligation owed.

Addition 2:

All members of the Body Corporate agree that any legal, or administrative fees incurred by the Scheme, pursuant to a valid agreement with any supplier, in the prosecution of any obligation owed, or the enforcement of the rules as against an errant owner, can and should be debited to the members account immediately.

Addition 3:

All members of the Body Corporate agree that all debt collection charges, as amended from time to time in the Act, which may be incurred by the Body Corporate when employing the services of a registered debt collector as defined in the Debt Collectors Act of 1998, can and should be debited to the errant members account immediately.

Addition 4:

All members of the Body Corporate agree and confirm that any owner who enters into a lease agreement, or allows possession, use and or occupation for any reason whatsoever for any period of time, must submit all details of said occupant/s to the Trustees and / or Managing Agent prior to occupation being granted. Any failure to submit the aforementioned details is an offence and may attract a fine in line with these rules.