

Conduct Rules for GREEN ACRE TERRACES No. SS 626/2007

1. Definitions

- 1.1 **Complex, sectional title complex, scheme, sectional title scheme, premises, property** shall have the same meaning through-out, referring to the whole of the sectional scheme of Green Acre Terraces, the perimeter thereof and all that lies within the perimeter.
- 1.2 Reference to the **singular** shall be reference to the **plural** and vice versa. Thus person shall mean persons, and so forth.
- 1.3 **Law** shall refer to all Acts of Parliament, provincial ordinances, municipal regulations, the common law and all court decisions;
- 1.4 Reference to **Levy** shall be reference to normal levies, special levies and interest (compound or simple) raised on outstanding levies.
- 1.5 Reference to **Lessee** shall be reference to **occupant** and vice versa, the one meaning the other and shall include tenant, the guests, visitors, family members, contractors or employees, dependents of such lessee or occupant.
- 1.6 Reference to **letting agent** shall be reference to **rental agent** and vice versa.
- 1.7 **Occupant** of a unit shall mean any person present on the premises in excess of 24 hours.
- 1.8 Reference to **unit** shall be a reference to **section**, and vice versa.
- 1.9 **Trustees** shall mean managing agent, and vice versa where any action is required by Trustees which may also be undertaken by the managing agent or which forms part of the normal daily duties of the managing agent in fulfilling its mandate as managing agent for the scheme.
- 1.10 **Unlawful occupant** shall in addition to the meaning given to it below, mean the lessee or any occupant, who are acting unlawfully in any manner whilst on the premises, and/or who are in excess of the permitted quantity of occupants in a specific unit, and/or whose right to occupation, whether in terms of a lease or not, has been lawfully terminated.
- 1.11 **Vehicle** shall refer to motor vehicles, motorcycles, scooters, "bakkies", trailers, caravans or microbuses, all methods of transport other than bicycles.

2. DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 2.1 An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written permission of the trustees.
- 2.2 Consent for an alteration or addition shall not be the norm for the other units, unless specifically so requested and considered by trustees.
- 2.3 An owner or person authorised by him may install any screen or other device to prevent the entry of animals or insects.
- 2.4 The Trustees shall provide a list and description of acceptable locking devices safety gates, burglar bars or other safety devices for the protection of units, not installed at the time of promulgation of this rules.

- 2.5 Burglar bars shall be of the brick or diagonal type pattern and must be affixed on the inside of the unit. The colour thereof must be coated with brown epoxy.
- 2.6 Every owner and occupant must ensure that members of his/her family, guests, employees and other people under their control do not damage the trees, shrubs, lights, etc. Any person who damages the common property, whether deliberately or negligently, shall be liable for the costs of repair or replacement thereof.
- 2.7 An owner or occupant may not move, remove or transplant any shrub, tree or plant on the common property without the written approval of the trustees or employed caretaker.

3. LETTING, OCCUPATION OF UNITS

- 3.1 All tenants of units and other persons who are granted rights of occupancy by any owner of the relevant unit are obliged to comply with these conduct rules, notwithstanding any provision to the contrary contained in any lease or any grant of a right to occupy.
- 3.2 Owners shall only agree to letting or use and occupation of units in writing and all oral agreements shall be committed to written agreements within a period of **three months** after promulgation of these rules, **and owners are obliged to:**
 - 3.2.1 incorporate the rules into any lease agreement or agreement of occupancy in such a manner that transgression of the rules of the scheme, shall constitute breach of the lease agreement or agreement of occupancy;
 - 3.2.2 hand the conduct rules to the lessee or occupant for signature, and the original or a signed copy shall be handed to the managing agent.
 - 3.2.3 take responsibility for all the actions of its lessees and occupants, whether these are in lawful or unlawful occupation of a unit or exclusive use area, and shall pay all fines imposed as a result of the actions of the lessee or lawful or unlawful occupant;
 - 3.2.4 immediately evict unlawful occupants, and to institute eviction proceedings in case of unlawful occupants, **immediately** upon the occupancy becoming unlawful for whatever reason.
 - 3.2.5 Only use lease agreements which conform to the requirements laid down by trustees.
- 3.3 A person or entity shall be deemed to be in unlawful occupation of a unit and exclusive use areas of that unit if the particular lease agreement does not contain the minimum required provisions as laid down by the body corporate, and immediately upon the happening of the following events:
 - 3.3.1 a person whose lease has expired without renewal;
 - 3.3.2 a person whose right to occupancy has been terminated;
 - 3.3.3 a person who unlawfully takes possession of a unit;
 - 3.3.4 persons in excess of the allowed number of occupants in a unit;
 - 3.3.5 the **lessee or occupant** of a unit who allows more than the allowed number of occupants in a unit;
 - 3.3.6 all the family members, guests or employees of a person who is in unlawful **possession of a unit;**
- 3.4 The maximum number of persons who may at any time occupy any two bed-roomed unit, is limited to 4(four) persons of which there may be a maximum of 3 (three) adults.

- 3.5 An owner may not allow an auction to be conducted on any part of the property or erect any advertisement inside or outside the building or on the common property or on any exclusive use area, except with the written permission of the Trustees.
- 3.6 The owner, lessee or occupier of a section shall not do or erect anything (whether movable [e.g. a tent or portable pool] or immovable) on or to any part of the common property, including windows, passages, staircases, lobbies and gardens without the written permission of the trustees. The trustees shall have an absolute and unfettered discretion in this regard as to what is aesthetically wrong or undesirable when viewed from the outside of the section or in any way harmful to any person.
- 3.7 An owner/ tenant of a residential unit shall use the premises and the relevant unit and exclusive use area for residential purposes only and not for any professional, commercial or industrial purposes whatsoever.
- 3.8 No store room or motor garage may be utilized for residential, commercial or industrial purposes.
- 3.9 Occupants are to see to it that their children or visitors or guests or employees do not damage the common property or property of other occupants or garden areas (i.e. tamper with post boxes, plants, taps, fire hoses, water hoses, lights etc.)
- 3.10 All owners, or their agents, must be in possession of copies of rules signed by the lessee or occupant.
- 3.11 If the owner makes use of the services of a rental agent, the owner will, in spite of the rules relating to Letting Agents, be responsible to ensure that the agent has a copy of the rules to hand to the lessee.
- 3.12 Enjoyment and use of the premises shall be at the sole risk of the lessee and/or occupant.
- 3.13 In general the lessee and / or occupant indemnifies the body corporate for all actions taken by the body corporate bona fide in interest of the body corporate against lessees, occupants or the owners themselves in terms of these rules, and lessee and / or occupant waives any rights they may have regarding selective enforcement or waiver by the body corporate of any nature.

4 REFUSE AND REFUSE REMOVAL

An owner or occupant of a section shall-

- 4.1 Place their refuse in the refuse bins in the refuse room and nowhere else on the property;
- 4.2 Ensure that before refuse is placed in the refuse room, it is securely wrapped in suitable, strong plastic bags and that such refuse bags are properly sealed;
- 4.3 Ensure that all tins, bottles and other containers are completely drained before being deposited into refuse bags.
- 4.4 Not dispose of toxic, combustible or other flammable material in the refuse room or in the complex, but shall dispose of this material outside of the complex in a safe manner and according to the law.
- 4.5 In general, disposal of all refuse shall be according to the law.

5 VEHICLES

- 5.1 Only roadworthy and properly registered vehicles with properly displayed road permits are allowed on the premises.

- 5.2 No heavy vehicles, light or heavy "lorries" or transport vehicles, heavy or light buses (except minibuses) are allowed on the premises, except temporarily for loading or un-loading and transport of household goods or embarking or disembarking people, or upon instruction of the Trustees.
- 5.3 Trailers are allowed only by permission of the trustees and shall be parked in an area specifically designated therefore.
- 5.4 No caravans are allowed on the premises except temporarily with permission of the trustees for the duration as stipulated by the trustees.
- 5.5 No non-roadworthy vehicles, vehicle wrecks, partly constructed vehicles, boats, caravans, trailers and the like are allowed on the premises.
- 5.6 Vehicles that have broken down or alternatively not in working condition will only be allowed to stay on the premises if parked in a valid parking bay allocated to the particular unit in which the owner of the vehicle resides. The broken down vehicle may only be parked in the parking bay if the engine has malfunctioned but the vehicle is otherwise in a roadworthy state. Vehicles which have been in accidents resulting in it being not roadworthy will not be brought onto the premises and if present on the premises, will be removed summarily at the cost of the owner and/or driver of the vehicle and/or, in discretion of the Trustees, the occupant or unit owner who gave access to the owner of the vehicle or allowed it to park on the premises.
- 5.7 The trustees / body corporate shall be entitled to request a traffic department official to inspect vehicles on the premises for roadworthiness and permits and may have the vehicles, which have failed the requirements as laid down by the traffic department official, removed at the cost of the owner and/or driver of the vehicle and/or, in discretion of the Trustees, the occupant or unit owner who gave access to the owner of the vehicle or allowed it to park on the premises.
- 5.8 No owner, lessee or occupier shall park or permit or allow any vehicle to be parked or left on the common property, other than upon a parking bay as determined in these Rules, without the written consent of the trustees.
- 5.9 All vehicles entering the premises must either be registered with the caretaker by filling in and signing the registration form provided for at the caretaker's office, or must be in possession of a valid permit issued by the body corporate.
- 5.10 Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or break-fluid on the common property or in any other way deface or damage the common property. The cost of repairing any damages caused by the above will be for the account of the owner and /or driver of the vehicle and/or, in discretion of the Trustees, the occupant or unit owner who gave access to the owner of the vehicle or allowed it to park on the premises.
- 5.11 No owners or occupiers shall be permitted to dismantle or effect any repairs to any vehicle on any portion of the common property, an exclusive use area or in a section. This does not include jumpstarting a vehicle, or replacement of batteries or battery fluid.
- 5.12 Any damage to the premises by a vehicle, including but not limited to oil dripping or spilling on the premises, shall be repaired at the cost of the owner and/or driver of the vehicle, and/or in discretion of the trustees the owner, lessee or occupant giving access to the owner or driver of the vehicle to the premises.
- 5.13 No racing of vehicles, motorcycles or bicycles will be allowed. Vehicles may not exceed a speed of 15 (fifteen) kilometres per hour subject however to it being safe to drive at 15 kilometres per hour.

Owners, occupants and lessees shall always drive at a **safe speed to a maximum** of 15 kilometres per hour.

- 5.14 All vehicles will within the complex are driven at the risk of the driver and/or the owner of the vehicle, and/or, in discretion of the Trustees, the occupant or owner of a unit who gave access to the driver and / or owner of the vehicle or allowed him/her to drive on the premises, and the onus shall be on the owner of a unit to inform drivers, guests, occupants and lessees accordingly.
- 5.15 The body corporate shall have no responsibility or liability in terms of this sub-rule vis-a vis any owner, lessee or occupant, or their guests, servants or employers.
- 5.16 No person may sleep or live in any vehicle on the premises.
- 5.17 No owner, lessee or occupier, their guests or servants shall use the fire-hoses of the Body Corporate to wash cars and no owners or occupier shall wash the car of a visitor or allow a visitor to wash his car on the premises using the fire-hoses of the Body Corporate. Buckets are to be used for the washing of cars of all occupants, or a designated garden hose.
- 5.18 No owner, lessee or occupant or their guests, employees or visitors, may cause engine noise by 'revving' a vehicle's engine and it is strictly forbidden to use a vehicle's hooter within the premises.
- 5.19 The trustees may cause any vehicle parked or abandoned on the common property to be removed or towed away, or its wheels to be clamped, or to be stored, sold, transferred at the risk and expense (including payment of a release penalty to be determined by the clamping agent) of the owner and/or driver in possession of the vehicle and/or, in discretion of the Trustees, the occupant or unit owner who gave access to the owner of the vehicle or allowed it to park on the premises.
- 5.20 A vehicle shall be deemed to be fully abandoned and the owner and/or driver in possession of the vehicle and /or the owner, occupant or Lessee, shall be deemed to have waived and forfeited any rights which he/she/it may have regarding the vehicle, if, **inter alia**, the vehicle is not removed from the premises at the expiry of 5 (FIVE) days after expiry/termination of any agreement of occupation or lease agreement to which the owner and/or driver in possession of the vehicle and /or the owner, occupant or Lessee who gave access to the vehicle onto the property, was a party to, or after registration of transfer of the unit by such owner or driver in possession of the vehicle.
- 5.21 A vehicle shall be deemed to be abandoned if not removed within 30 (THIRTY) days after a notice requiring its removal was stuck by glue or otherwise to a window of the vehicle by the managing agent.
- 5.22 Any vehicle in possession of or belonging to a person who is not an owner, occupant or lessee which is parked on the common property for more than 3 (THREE) days without being registered in terms hereof or without the written permission of the trustees, shall be deemed to have been abandoned.
- 5.23 Costs of storage and removal or any action taken with regard to an abandoned vehicle, shall be for account of owner of or person in possession of the vehicle, or alternatively in discretion of the trustees, the owner, occupant or Lessee who gave access to the vehicle.
- 5.24 Abandonment of a vehicle in terms of this provision may be deemed to constitute transfer of ownership to the body corporate or its nominee **at the election of the body corporate**, and transfer of ownership shall be solely at the discretion of body corporate and the body corporate shall be entitled not to take transfer of ownership.
- 5.25 This provision is subject to the lessee, owner or occupant having sight of and signing these rules in the presence of two witnesses.

- 5.26 The Owner, occupant, or lessee who brought a vehicle or gave access to a vehicle onto the premises, as the case may be, fully indemnifies the body corporate against any risk, damage or claim resulting from or touching upon removal, sale or otherwise of a vehicle from the common property or the owner's allocated parking area, or exclusive use area.
- 5.27 A permit handed to owners of vehicles who have allocated parking areas must at all times be displayed prominently on the front window of the relevant vehicle. The vehicle may otherwise be clamped or removed at the cost and risk of the owner of the vehicle and/or the owner of the unit, the lessee or occupant who gave access to the vehicle.

6 LAUNDRY

- 6.1 Drying of washing is **only** allowed in the designated areas and shall not be hung in or from windows or on any part of the building or the common property so as to be visible from outside the building. Laundry must be removed when dry to give other occupiers an opportunity. No visitors are allowed to dry laundry on the premises.
- 6.2 Laundry is done and hung out and dried at owners', lessees' and occupants' own risk. The body corporate shall have no responsibility in this regard and shall not bear any risk for theft or damage.

7 APPEARANCE FROM OUTSIDE

- 7.1 The owner or occupier of a section used for residential purposes 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 trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. No air-conditioning units may be affixed to the exterior of a unit without the written consent by the Trustees.
- 7.2 No objects except plant holders may be placed on the window sills and balcony walls, within reason.

8 NOISE, NUISANCE & DISTURBANCE

- 8.1 Owners, lessees and occupants and their visitors **shall** take other occupants into consideration at all times of the day and night. Visitors should be reminded hereof when they enter or leave.
- 8.2 No owner, lessees and occupier may permit anything to be done in his section or on the common property, which constitutes a nuisance or an unreasonable invasion of the privacy of the other occupiers of the building, or permit or cause any disturbances or allow his children or visitors or their children to cause any disturbances which in the opinion of the trustees would constitute a nuisance or an invasion of the right of privacy of another occupier.
- 8.3 Owners, lessees and occupants as well as their guests should always be properly dressed when entering the common property.
- 8.4 No acts of personal hygiene shall be carried out on the common property by any owner, lessee or occupant or their visitors, such as manicure, pedicure as well as cutting, curling, drying or grooming of hair.

- 8.5 Music, television, parties or anything suchlike or associated therewith should not be disturbing to other occupants. Conversations, music or any noises should not be heard on the outside of a section or cause any disturbance to other occupants.
- 8.6 Car radios should not be heard outside the car or cause any disturbance to other occupants.
- 8.7 Loud music, -talking, -shouting, -screaming, -swearing and -cursing are strictly prohibited in any common or public areas, and also in private areas inasmuch it creates a nuisance for other owners, or occupants.
- 8.8 No hooting on the premises or in the street is allowed. Visitors are not allowed to shout or hoot or use any other disturbing method to get the attention of occupants. It is the responsibility of the occupants to inform their guests accordingly.
- 8.9 No ball games whatsoever are allowed on the premises.
- 8.10 No minor children shall be allowed to play on the property without proper adult supervision.
- 8.11 No go-carts, skateboards, roller skates, children's bicycles, tricycles and scooters are allowed on the common property.
- 8.12 No explosives, crackers, fireworks or any items of similar nature may at any time be exploded, lit or operated in sections or anywhere on the premises.
- 8.13 No Stones or any solid objects may be thrown or propelled on the common property.
- 8.14 No weapons may be used on the premises except in the event of self-defence.
- 8.15 Occupants must at all times ensure that they do not cause any nuisance to any other occupants in the sectional scheme and in the neighbourhood. Absolute silence must be strictly kept during the following hours:

Mondays to Saturdays:

From 22h00 to 08h00

Sundays:

From 13h00 to 16h00 and

From 22h00 to 08h00

9. DOMESTIC SERVANTS

- 9.1 No domestic servants (chars etc) may sleep in or over.
- 9.2 Occupants should ensure that their domestic servants do not cause any nuisance to any other occupants by being noisy or to cause or make a noise.
- 9.3 Domestic servants may not have a remote to take with them when they are not on the premises.

10 ANIMALS, REPTILES AND BIRDS

10.1 Current Permit Holders:

Owners and occupiers whom have previously received written approval from the trustees to keep pets shall ensure that their pets do not foul the common property nor cause a nuisance to any other occupiers.

The animal may not be replaced upon its death.

10.2 **New Owners or Occupiers:**

As of December 2012 no new animals or birds will be allowed in Green Acre Terraces, neither for current owners or occupiers nor for future owners or occupiers.

10.3 No visitors will be allowed on the premises with animals.

11 MONTHLY CONTRIBUTIONS

11.1 An owner shall be in arrears with the payment of levies if all levies due are not paid in advance before or on 7th (seventh) day of every month.

11.2 Should an owner be in arrears with any payment, he **may** be given a written warning by trustees to pay the arrear amount within 10 (ten) days of the date of the letter. An owner shall not be entitled to receive a written warning, and the decision as to whether a written demand be issued to an owner shall be within the discretion of the trustees.

11.3 Should an owner be in arrears with his levy payments by the 7th of a month, or not pay within 10 (ten) days as set out in paragraph 14.2, the Trustees shall have the right to take the steps set out below, immediately and without any further warning.

11.3.1 The trustees may instruct an attorney to issue summons against the owner to collect arrear levies or any other amounts due and owing by the owner. The attorney may issue summons immediately without sending a letter of demand or notice to the owner.

11.3.2 Interest at the maximum allowed rate per annum shall be levied on all arrear amounts with effect from the first day of the month on which the owner become in arrears, **and may be compounded monthly.**

11.4 The costs of legal action as set out above, all collection costs, including collections commission, will be payable by the owner on the scale as between attorney and **own** client according the non-litigious or litigious tariff, whichever may be applicable.

11.5 The body corporate shall be entitled to pay legal fees and costs including collections commission and debit the account of the relevant owner with the amount paid to the attorney.

12 PENALTIES

12.1 The trustees may draft and issue house rules. Transgression of a house rule shall constitute a transgression of the conduct rules, and shall be dealt with in terms of these rules similarly as if a conduct rule has been broken.

12.2 If the conduct of an owner, lessee or occupier of a section or his clients, visitors, employees or contractors constitutes a nuisance in the opinion of any owner, lessee or occupier, or if any such person contravenes, breaches, disobeys or disregards a Management Rule or a Conduct Rule, or any of the provisions of section 44 of the Act, a written complaint can be lodged with the trustees. This may be done at or forwarded to the offices of the managing agent.

12.3 The trustees, or the managing agent if so instructed by the trustees, may then issue a written warning to the owner or rental agent and a duplicate thereof where applicable, to the lessee or occupier of his section, which may, in the discretion of the trustees, be delivered by e-mail, by hand or by pre paid post.

- 12.4 In the notice the particular conduct, which constitutes a nuisance or offence, must be clearly indicated, and the alleged offender (whether owner, lessee or occupier) must be warned that if he persists in such conduct or contravention, and does not remedy his conduct within a certain period, which is at the discretion of the trustees, a penalty (fine) will be imposed on him.
- 12.5 If the offender nevertheless persists in the particular misconduct or contravention, beyond the period mentioned, a penalty (fine) will be imposed immediately and added to the contribution which an owner is obliged to pay in terms of section 37 (1) of the Act and claimed by the trustees as part of the monthly levies payable by the owner. The owner will be notified in writing by e-mail, by hand or by pre-paid post of the imposition of the penalty and the addition thereof to the levy.
- 12.6 Owners have the responsibility to pay fines and to collect fines paid and to seek reimbursement from lessees or occupants of units.
- 12.7 Owners will be held responsible for misconduct of the lessee or occupier of his section or their clients, visitors, employees or contractors as well as visitors to their flats.
- 12.8 If an owner makes use of letting agents, it shall be sufficient for purposes of this provision if the letting agent is informed of the transgression and the fine imposed, and it shall be incumbent on the letting agent to inform the owner, pay the fine and ensure compliance with the rules.
- 12.9 However the owner shall receive notice of any proceedings in terms of the provisions hereof dealing with termination of the lease agreement and eviction of persons in unlawful possession of a unit.
- 12.10 If such warning is not heeded and any rules are thereafter being contravened by such person, or somebody residing with him, or somebody in his service, or a guest, within a period of 6 (six) months from date of the written warning, a first fine of R350.00 (three hundred and fifty Rand) may be levied against the owner's levy account and a fine of R500.00 (five hundred Rand) for each infringement thereafter and the owner will be obliged to pay same promptly. This right to fine the transgressor does not impinge on any other rights which the Trustees may have against such trespasser.
- 12.11 In respect of a fourth complaint, the trustees shall be entitled, but not obligated as duly authorised representative of the owner of the unit, to take cession of the Lease agreement, terminate the lease agreement of the transgressor and to take all legal steps as may appear requisite, at the cost of the relevant owner of the unit, in order to terminate the continued occupation of the unit by the transgressor. The trustees shall be entitled to cancel any lease agreement in terms hereof and evict the lessee, even if no cession of an agreement is possible.
- 12.12 Be entitled to appoint a legal representative at the cost of the owner to make application for an eviction order against any occupier who continues to break the Conduct rules.
- 12.13 All owners shall incorporate the provisions of the Conduct Rules in lease agreement of a unit or part thereof, which they may enter into from time to time with one or more occupiers.
- 12.14 The penalty may be adjusted upward annually at the Annual General Meeting, should the members find it necessary.

13 FIRE HYDRANTS AND FIRE HOSE

- 13.1 No person may use any fire hydrant or fire hose for any purpose other than extinguishing fires.
- 13.2 A person transgressing this rule may at the discretion of the trustees be charged criminally.

- 13.3 A person may at the discretion of the trustees be fined an amount equal to the amount as determined herein for penalties.

14 ERADICATION OF PESTS

An owner shall keep his section free of all pests, whether cockroaches, ants, borer and other wood destroying insects, mice and rats, and to this end shall permit the trustees, the managing agent, and their duly authorized agents or employees, to enter upon his section from time to time for the purpose of inspection the section and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pest shall be borne by the owner of the section concerned.

15 LETTING AGENTS:

- 15.1 Letting of units in the Scheme shall be done only by letting agents approved by the Trustees.
- 15.2 The trustees shall ensure that letting agents adhere to the rules and requirements set out herein.
- 15.3 Criteria for appointment to panel of approved letting agents shall be determined by the trustees, but as a minimum it shall be required that the letting agent shall be in possession of a valid fidelity fund certificate. Further requirements are inter alia, the trustees having unfettered discretion to add on to, delete or amend these requirements.

16 GENERAL

- 16.1 An owner wishing to sell or rent his unit should inform the trustees and the body corporate thereof in writing.
- 16.2 An owner leasing his unit, should hand Management Rules, Conduct Rules and any house rules to the lessee and impress upon the lessee to adhere to these rules in view of the fact that the owners liable for compliance thereof.
- 16.3 Should an owner or occupant wish to bring any matter to the attention of the trustees, a written request should be handed to a trustee.
- 16.4 These rules bind the Body Corporate and the lessee, occupant, owner and letting agent.