



## **SOLARIS PLACE - CONDUCT RULES**

### **1. USE OF SECTION AND COMMON PROPERTY**

1.1. No owner or occupier of a section may, without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to :-

- 1.1.1. use the section for any purpose other than residential purposes;
- 1.1.2. allow more than two people in a one bedroomed residential unit or three adults in a two bedroomed residential unit, or alternatively two adults and two children in a two bedroomed residential unit;
- 1.1.3. hold or permit to be held any auction or a fete on the section or on the common property;
- 1.1.4. That no advertisement, name or lettering of any unsightly size, colour or character shall be painted on or affixed to any wall, building or structure on the property and no advertisement, name or lettering of any kind shall be painted on or affixed to the roof of any building on the property. Any advertising pertaining to the Commercial Component must first be approved in writing by the Trustees;
- 1.1.5. erect, store or leave or allow to be erected, kept, stored or left any article or thing on any part of the common property;
- 1.1.6. Remove any shrub, tree or plant on or in the common property;
- 1.1.7. erect his own washing lines nor hang any washing or other items on any part of the building and/or section and/or exclusive use area and/or the common property so as to be visible from outside the building or from any other section nor be exposed to view on the premises in any unsightly manner whatsoever;
- 1.1.8. That no noisy, injurious or objectional trade or business of any kind shall be carried on in any such dwelling unit or building and such building shall, at all times, be kept in such a state as not to be a nuisance or annoyance to any owner and/or occupier and surrounding neighbours;

1.1.10 Build any fires for braaing purposes of any sort on the common property and/or patio and/or exclusive use area except in the designated areas;

1.1.11 Drill into any concrete slab of any section or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs. Any owner and/or occupier desiring such drilling operation shall be liable for the cost of a Structural Engineer's report, confirming that such drilling operation does not interfere with the structural reinforcement;

1.1.12 No owner shall, or permit his unit to be let for any period less than 6 months, without the trustees' consent first having been obtained.

1.2. An owner or occupier shall not place or do anything on any part of the common property or stoep or patio of his section which, in the Trustees' opinion, is aesthetically displeasing or undesirable when viewed from outside the building.

- 1.3. An owner or occupier shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, including dust, food, scraps, cigarette butts or any other litter.

## **2. DAMAGE, ALTERATIONS OR ADDITIONS TO A SECTION AND 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 a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to .
- 2.2. To ensure uniformity of appearance, the prior written consent of the Trustees must be obtained to:
- 2.2.1. install any locking device, burglar bars or other safety devices for the protection of a section unless approved by the Trustees. No safety gates may be installed on the exterior of sliding doors and no trellidoors will be allowed;
  - 2.2.2. install a canopy on a section;
  - 2.2.3. install a screen or other device to prevent the entry of animals, insects, etc;
  - 2.2.4. install any outside TV aerial, satellite dish, air conditioners, or other device, etc.;
  - 2.2.5. make any structural, decorative or other alteration or addition to a section externally or internally to the extent that it can be seen externally;
  - 2.2.6. place pot plants on the patio/exclusive use areas.
- 2.3. All internal building alterations are to be approved by the Trustees. An approved plan with a R 5,000 refundable deposit or such greater amount as the trustees may decide, is to be submitted prior to commencement of construction. Building operations are to be conducted during standard working hours which is Monday - Friday between 8h00 – 17h00. Any deviation from these set hours is to be approved by the Trustees. All building rubble and cleaning of areas to be done daily and for the owner's account.
- 2.4 Owner or occupier of a section shall ensure:
- 2.4.1 Any broken window pane is replaced within 3 days of breaking from whatsoever cause;
  - 2.4.2. that all curtains are to be lined with a white or cream fabric. Blinds are to have a white or cream backing unless they are black venetian blinds or bassa teak wooden blinds;
  - 2.4.3. furniture placed on the patio/exclusive use areas is to be either black/grey wrought iron or aluminium patio furniture with earthy or cream cushions.
- ## **3. BEHAVIOUR OF OWNERS, OCCUPIERS, GUESTS, ETC.**
- 3.1. All owners and occupiers shall ensure that their use of their section and of the common property and its facilities is at all times conducted in such a manner as not to:
- 3.1.1. cause a nuisance, disturbance or inconvenience or annoyance to any other owner or occupier, particularly in the form of loud music, radio or TV or irritable audible noisome sound.
  - 3.1.2. detrimentally affect the rights and interests of other owners or occupiers.
- 3.2. Owners and occupiers shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the owner or occupier concerned, within 14 days of notice by the Trustees, to the satisfaction of the Trustees.
- 3.3 No children are permitted to play in the parking area, stairwells & landings or any common property.
- 3.4 Owners of ground floor units shall regularly water and maintain their exclusive use garden areas.

#### **4. REFUSE DISPOSAL**

4. An owner or occupier of a section shall:

- 4.1.1. maintain in a hygienic and dry condition, a receptacle for refuse within his section, his exclusive use area or on such part of the common property as may be authorised by the Trustees in writing.
- 4.1.2. ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained.
- 4.1.3. for the purpose of having the refuse collected, place such receptacle within the refuse room area and at the times designated by the Trustees.
- 4.1.4. when the refuse has been collected, promptly return such receptacle to his section or other area referred to in paragraph 4.1.1.
- 4.1.5. No garbage and/or garden rubble may be left outside the property and must be taken to the refuse room. It may not be left out overnight.

#### **5. VEHICLES**

- 5.1. No owner or occupier shall park or stand any vehicle upon the common property or permit or allow any vehicle to be parked or stood upon the common property without the written consent of the Trustees. The Trustees may cause to be removed, wheels clamped or towed away from the building at the risk and expense of the owner of the vehicle parked, standing or abandoned on the common property without the Trustees written consent.
- 5.2. Owners and occupiers of sections shall ensure that their vehicles and the vehicles of their visitors and guests do not drip oil or brake fluid and/or any other fluid or liquid of whatever nature on the common property or in any other way deface the common property. If dripping occurs, its removal will be for the account of the owner or occupier concerned.
- 5.3. No owner or occupier will be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or a section. Any minor repairs to and reconditioning of vehicles on the common property are not permitted.
- 5.4. Only vehicles owned by owners or occupiers may be washed on the common property. The use of hose pipes and taps for the purpose of washing vehicles is restricted to owners or occupiers.
- 5.5. Hooters shall not be sounded within the Scheme other than in emergencies.
- 5.6. Vehicles may be parked only on such areas of the scheme as are specifically indicated or approved by the Trustees for that purpose and in such a way that the flow of traffic and access to and egress from driveways are not obstructed.
- 5.7. Damaged vehicles and vehicles that are not in general use, or that are not roadworthy may not be parked within the scheme other than for such short periods as may be approved in writing by the Trustees.
- 5.8. No trucks, caravans, trailers, boats or other heavy vehicles may be parked within the scheme without the prior written consent of the Trustees;
- 5.9. Vehicles parking or entering the scheme are subject to the express condition that it is parked at the owner's risk and responsibility and that no liability shall attach to the Body Corporate or its agents or any of their employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him, may suffer in consequence of his vehicle having been parked on the common property;
- 5.10. Motor vehicles of visitors may only be parked on such areas as are specifically demarcated for that purpose. Where parking areas are demarcated for visitors, such areas may only be used for visitors parking and under no circumstances may any owner or any member of their families park their vehicles in such areas;
- 5.11. Owners shall ensure that their visitors park in the correct place and do not cause any obstruction either in relation to garages or otherwise;

- 5.12 Bicycles, motor cycles, tricycles, roller skates, skateboards and the like may not be left on any portion of the common property.

## **6. PARKING**

- 6.1. Parking is to be confined to the specified parking area allocated to each owner/occupier. Guests are to use only those bays reserved and specifically demarcated for visitors. A breach of this rule will entitle the Trustees to have any offending vehicle towed away from the building at the risk and at the expense of the owner of the vehicle or alternatively the owner of the section.
- 6.2. Under no circumstances will parking in front of the fire hydrants be permitted. A breach of this rule will likewise entitle the Trustees to have any offending vehicle removed or towed away to a public road or garage at the expense and Risk of the owner of the vehicle or alternatively the owner of the section.

## **7. ANIMALS, REPTILES AND BIRDS (Domestic Pets, restricted to only birds, cats and dogs.)**

- 7.1. No owner/occupier shall be allowed to harbour an animal, reptile, bird or pet in the building. Application may be made to the trustees for any consent required. The trustees shall not be obliged to grant any consent and will not be required to give reasons for any refusal but when granting such authority, the Trustees may prescribe any reasonable condition. Should any prescribed condition be breached, the Trustees may immediately withdraw such authority.
- 7.2. Any owner/occupier who has been granted authority to keep or harbour any animal, reptile or pet shall ensure that such animal, reptile or pet does not foul any part of the common property or otherwise cause any nuisance. Owners/occupiers concerned will be responsible for cleaning up any fouled common property and/or for any damages incurred by such animal.

## **8. LEVIES**

Levies are due in advance on the first day of each month. Should the levy remain unpaid by the 7<sup>th</sup> of any particular month, it shall automatically attract interest at a rate determined by the Trustees. Trustees may require a debit order in the event of an owner defaulting on payment on two (2) occasions. The Trustees reserves the right to implement a debit order system at any time for the collection of levies.

## **9. INSURANCE**

- 9.1. The body corporate shall have no responsibility whatsoever for the insurance of the contents of any particular section, which shall at all times be the sole responsibility of the owner/occupier in question.
- 9.2. An owner/occupier shall not do or permit to be done in his section or on the common property anything which will or may increase the rate of premium payable by the body corporate on any insurance policy or which may tend to vitiate any such insurance policy nor bring onto the premises or building any hazardous substances and/or any form of machinery whatsoever.
- 9.3. An owner/occupier shall not store or harbour upon the common property or any part thereof or in his section any goods which may vitiate any fire insurance policy held by the body corporate or increase the premium payable in respect of such policy.

## **10. LETTING OF UNITS**

- 10.1 All tenants of Units and other persons 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 rights of occupancy.
- 10.2 No letting shorter than 6 **[six] months** shall be allowed whatsoever, without the prior written consent of the Trustees. The Owner shall be obliged to notify the Trustees of any short term occupancy for security purposes and the Owner shall require the prior written consent of the Trustees prior to allowing any such person access into the Development. The Trustees may impose rules as to the operation of the short term letting scheme and any other conditions including the payment of any extra costs considered necessary to administer the scheme.

- 10.3 Notwithstanding anything to the contrary contained in any lease agreement, the Owner of a Unit shall, as far as the Trustees is concerned, be liable for:
- 10.3.1 All electricity charges in respect of a Unit.
  - 10.3.2 All fines imposed by the Trustees in terms of these rules on the Owner and Occupier of a Unit.
  - 10.3.3 An administrative fee, as determined by the Trustees from time to time, shall be charged to the Owner of a Unit by the Trustees for : -
    - 10.3.3.1 separate or additional statements to be sent to an Occupier/Tenant or other party in respect of any charges imposed by the Trustees.
    - 10.3.3.2 statements for income tax purposes.
- 10.4 Within 7 [seven] days of entering into a lease agreement in respect of a Unit, the Owner shall notify the Trustees of:
- 10.4.1 The full names, address and telephone number of the Tenant and other Occupiers of the Unit.
  - 10.4.2 The duration of the lease.
  - 10.4.3 The amount of persons who will occupy the Unit.
  - 10.4.4 All Tenants and/or Owners must be registered on the biometric system to the Development.
- 10.5 A complete copy of the Conduct Rules must accompany the agreement of lease and/or tenancy. A right of recourse against the Owner is reserved in the event of the Tenant and/or Occupier fails and/or refuses to comply with the rules. An Owner shall remain responsible for the conduct of his Tenant and/or Occupier and penalties imposed on them in terms of the Conduct Rules, may be recovered from the Owner, if not paid accordingly.
- 10.6 An Owner shall, prior to concluding an agreement to lease his Unit or prior to granting right of occupancy thereto, be obliged to obtain from the proposed Tenant or Occupier a written undertaking to comply fully with the Conduct Rules for the duration of his lease or occupation. Failure to obtain a written undertaking does not absolve an Owner from ensuring compliance to the Conduct Rules by his Tenant and/or Occupier.
- 10.7 An Owner shall notify the Trustees and/or managing agent forthwith in writing of any change of Ownership in, or occupation of his Unit, or any change in membership or shareholding or beneficiaries of any close corporation or company or trust being the registered Owner, and of any mortgage of or other dealing in connection with his Unit. The aforementioned notification shall contain the date of occupation, the new contact details of the seller and the contact details of the purchaser.
- 10.8 No form of "time-sharing" or any similar arrangement whereby a person other than the Owner or his or her immediate family may utilize a Unit for a specified period or periods of time may be concluded in respect of a Unit.

10.9 In order to maintain a high standard of tenancy and to ensure that the capital appreciation of the development is not impaired the Developer will appoint an independent rental agency to assist the Trustees with tenant screening and other administrative functions, entrusted to it by the Trustees from time to time.

10.10 Without limiting the generality of the foregoing each owner of a section who wishes to rent out his apartment shall ensure that:

10.10.1 he uses the specifically prepared standardised Agreement of Lease;

10.10.2 he has his tenant "screened" by the rental agency prior to such tenant occupying the apartment. Everyone besides the registered owner is to be "screened" by the rental agency.

10.10.3 The rental agency shall advise the owner, within forty-eight hours of submission of the request for screening of a tenant, the result of the screening. Should the result be negative the owner may not rent his apartment to such prospective tenant but such owner shall have a right to appeal the Rental Agency's decision to the Trustees of the Body Corporate whose decision shall be final and binding on the owner.

## **11. ERADICATION OF PESTS**

An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The costs of 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 pests shall be borne by the owner of the section concerned.

## **12. WALKWAYS**

The walkways giving access to the exclusive use areas are solely for the use of maintenance/gardening staff and may not be used by any member of the public or other unit owner for gaining access or used as a thoroughfare.

## **13. ACTIVITIES ON COMMUNAL AREAS**

No hobbies or other activities may be conducted on the communal areas if they cause nuisance to other owners and/or occupiers. The Trustees shall be the final adjudicators resolving complaints of this nature.

## **14. SWIMMING POOL**

An owner/occupier/his visitor/s and/or child shall at all times adhere to the following:

- 14.1 No alcohol is to be consumed in the pool area.
- 14.2 No glass bottles or containers are allowed in the pool area.
- 14.3 No braaing in the pool area.
- 14.4 No loud music in the pool area.
- 14.5 No swimming is permitted after 10.00pm.
- 14.6 Children under the age of 12 are to be accompanied by an adult at all times.
- 14.7 Only authorised personnel are permitted access to the pool pump/equipment enclosures and/or pool chemicals and pool cleaning equipment.
- 14.8 Littering is not permitted; all refuse is to be removed from the pool area.
- 14.9 Bathing apparel only may be worn in the pool. Allowance is made for the wearing of safety apparel.
- 14.10 Games are not permitted in the pool area.
- 14.11 NO animals are allowed in the pool area.

**15. TELEPHONE / INTERCOM**

Not applicable

**16. GENERAL**

16.1 The Board of Trustees or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a section / erf or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in the individual section by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Trustees of any of the Trustees employees, servants, agents or contractors.

16.2 The Trustee or its agent's representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

16.3 No firearms or pellet guns may be discharged on the common property.

16.4 An owner shall not use or permit his home to be used for any purpose which is injurious to the reputation of the scheme.

16.5 All complaints, violation of these rules, or any other cause of concern must be in written form, addressed to the Chairman.

**17. SHOW HOUSES**

17.1 Should an Owner wish to sell his/her apartment and in the event of a show house being required the following procedure needs to be strictly adhered to:

17.1.1 The Owner needs to advise security seven days prior to the date in writing of the date and time of the intended showing as well as the agent employed to do such showing.

17.1.2 On the date of showing the Owner needs to accompany the agent to security and advise security that it needs to advise the agent by mircom that the prospective purchaser/viewer has arrived at reception.

17.1.3 It will then be the agent's responsibility to collect such persons at reception and take them to the apartment and then return them to reception after the viewing is completed. In the event of the apartment being unoccupied and/or not connected to the mircom the agent will be advised on his/her cell phone. At no time may the prospective purchasers enter the building unaccompanied.

17.1.4 Show days will be restricted to Sundays between 14H00 – 18H00.

17.1.5 Notwithstanding the above, the Trustees may impose additional rules as they deem fit to regulate show houses to ensure that the security and harmony of the residents of the building are not compromised.

**18. SIGNAGE:**

18.1 No Owner or occupier of a residential section shall place any sign, notice, flag, 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 a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent thereto.

18.2 The Trustees may remove such sign, notice, flag, billboard or advertisement in the event of no written permission having been obtained. Such removal and any repair of common property which may be reasonably required, will be effected at the risk and cost of the Owner and such Owner and/or occupier shall have no claim against the body corporate or the trustee as a result of their functions performed in terms of this provision'

18.3 The Developer hereby reserves for itself all rights to affix signage to the commercial and/or retail components of the building as well as on the perimeter walling of the property.

## **19. EXTERIOR FIXTURES**

19.1 No Owner and/or Occupier of a section may without a Special Resolution passed by a majority of not less than three-fourths of the votes (reckoned in value) and not less than three fourths of the votes (reckoned in number) of members of the body corporate who are present or represented by proxy at a general meeting authorising the Trustees to consent to :-

19.1.1 Erect any structural, decorative or any alteration or addition to a section externally, which comprises of the following:

19.1.1.1 the installation of any solar heating systems, air conditioning apparatus, skylights, chimneys or chimney flutes;

19.1.1.2 the installation of a device for the reception or transmission of radio, television and/or any other signals;

19.1.1.3 the construction of a lean to, canopy, awning, shade cover or the like;

19.1.1.4 any visible change to the exterior appearance, quality or colour of the building or of any device whatsoever attached thereto;

19.1.1.5 any alteration to the section externally or any construction or placing of structures or improvements, including but not limited to the closing in of aperture or enclosure of balconies;

## **20. REGULATIONS GOVERNING INTERIOR/EXTERIOR BUILDING WORK**

20. Prior to the commencement of the work referred to in Rule 20 an Owner and/or Occupier shall: -

20.1 Obtain the permission of the local or state authority [if so required];



- 20.2 Satisfy the provisions of the applicable Management Rule;
- 20.3 Apply to the Trustees in writing for their consent to do the work and such application shall, if necessary, be accompanied by:
  - 20.3.1 Sufficient plans and specifications in order to enable the Trustees to consider the design, manner of installation, the effects and suitability of such alteration, addition or decoration.
  - 20.3.2 Proof of approval of the local or state authority, if applicable;
  - 20.3.3 Make a requisite building deposit, decided upon by the Trustees and dependant upon the extent of the proposed alteration. Such building deposit shall be made to the managing agent or Trustees for placing in an interest bearing account, such interest being for the Owner's account. The deposit will be held as a guarantee to cover any possible damage to the common property when carrying out the work;
  - 20.3.4 Obtain the written consent of the Trustees and adhere to their further conditions and/or directives;
  - 20.3.5 The Trustees may impose conditions to ensure that all additions comply with the standards set for such additions.
- 20.4 For security purposes, inform the Trustees of the contact details of the contractor and the date and times that the work will be done;
- 20.5 Samples of the fabric and colour of any canopy, awning and or shade cover must be submitted to the Trustees with the said application;
- 20.6 All work referred to in Rule 20 shall: -
  - 20.6.1 conform to the specification as to appearance, quality, colour and manner of installation as specified by the Trustees;
  - 20.6.2 be aesthetically acceptable in accordance with the directive of the Trustees and any further conditions which may be imposed;
  - 20.6.3 be executed by suitably competent persons and/or contractors;
  - 20.6.4 be executed in such a manner neither to cause damage of any nature to the common property or to the property of any Owner and/or Occupier, nor cause any injury to any persons;
  - 20.6.5 specific rules regarding the regulation of workers on site may be imposed by the Trustees.

## **21. CONTRAVENTION OF RULES:**

- 21.1 Should Conduct Rules 5 and 6 be contravened, with regard to parking of vehicles and vehicles, the Trustees may: -
  - 21.1.1 arrange for the vehicle to be clamped, at the risk and costs of the Owner thereof and/or person in control of the vehicle, or
  - 21.1.2 arrange for a clamped vehicle to be released subject to the payment of a release fee, or
  - 21.1.3 arrange for the vehicle to be removed at the risk and costs of the Owner thereof and/or person in control of the vehicle, or

- 21.1.3.1 impose a fine in terms of Conduct Rule 22, or
  - 21.1.3.2 obtain an interdict, or
  - 21.1.3.3 impose more than one of the options herein mentioned.
- 21.2 Should Conduct Rule 2 be contravened and any damage, alteration, addition to be effected to the exterior of a Unit or to the common property or a structural alteration be effected to the interior of a Unit without the necessary consents, or should an Owner or Occupier do anything on the common property, which, in the discretion of the is aesthetically displeasing, the Trustees may: -
- 21.2.1 require an Owner to remove such object and restore the property, at his own cost, and should an Owner fail to remove such object and any such failure persists for a period of 14 [fourteen] days after the giving of written notice to remove and restore given by the Trustees or the managing agent on their behalf, the Trustees shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner, or
  - 21.2.2 impose a fine in terms of Conduct Rule 22, or
  - 21.2.3 obtain an interdict, or
- 21.3.4 impose more than one of the options herein mentioned.
- 21.3 If any Conduct Rule is contravened the Trustees may, irrespective of sub-rules [1] and [2]: -
- 21.3.1 impose a fine in terms of Conduct Rule 22, or
  - 21.3.2 obtain an interdict, or
  - 21.3.3 impose more than one of the options herein mentioned.

## **22. IMPOSITION OF PENALTIES:**

- 22.1 If the Conduct of an Owner or an Occupier of Unit or his visitors constitutes a nuisance in the opinion of the Trustees, or if an Owner, Occupier or visitor contravenes, breaches, disobeys or disregards a Management or Conduct Rule, the Trustees may furnish the Owner or Occupier with a written notice, which may in the discretion of the Trustees, be delivered by hand or by registered post. In the notice the particular conduct, which constitutes a nuisance, must be adequately described or the Rule that has allegedly been contravened must be clearly indicated, and the offender must be warned that if he or she persists in such conduct or contravention, a fine will be imposed on the Owner or Occupier of the Unit. The raising of the fine will be by means of an additional levy. All fines so imposed will have to be paid in full prior to the issuing of a levy clearance certificate which is required for Deeds Office purposes.
- 22.2 If the Owner or Occupier nevertheless persists in that particular conduct or in the contravention of that particular Rule, the Trustees may convene a meeting of Trustees to discuss the matter and to impose a fine.
- 22.3 A written notice by which the alleged offender, [whether Owner or Occupier], is informed of the purpose of the meeting and invited to attend, must be sent to the Owner and Occupier at least 7 [seven] days before the meeting is held. At the meeting the Owner or Occupier must be given the opportunity to present his or her case, but except in so far as may be permitted by the Chairperson, he or she may not participate in the affairs of or voting at that specific meeting.

22.4 After the Owner or Occupier has been given the opportunity to present his case, the Trustees may be way of a special resolution [75%] if the Trustees are present at the meeting with a minimum of 3 [three] Trustees, impose an initial penalty for the first offence and a subsequent penalty for every identical offence thereafter.

22.5 The Trustees may, at a general meeting, from time to time, determine the amount of the initial and subsequent penalties, which amounts may vary from Conduct Rule to Conduct Rule or from offence to offence. In the absence of such a determination a maximum penalty of three times the monthly levy may be imposed as an initial penalty and a further maximum penalty of five times the monthly levy may be imposed as a subsequent penalty.

## **23. LAUNDRY**

The laundry will be coin operated and the ownership of the washing and tumble dry machines will belong to a third party who will be responsible for the maintenance thereof.

## **24. EXCLUSIVE USE AREAS**

The Developer has in terms of Section 10(7) of the Sectional Title Management Act 8 of 2011 created the following Exclusive Use Areas:

- 24.1 Parking Areas
- 24.2 Geyser Exclusive Use Areas
- 24.3 Garden Areas

Attached are the layout plans which indicates the locality of the distinctively numbered exclusive use and enjoyment parts and the purpose for which the parts may be used and also a schedule indicating to which section each part is allocated.

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