

Rules of the Agami Sectional Title Scheme

1. The rules prescribed in terms of Section 10(2) of the Sectional Titles Schemes Management Act No. 8 of 2011 are applicable to this Development, save as amended herein.
2. The following additional management rules have been imposed by the Developer:

DEFINITIONS AND INTERPRETATION

For the purposes of the rules, unless the context indicates to the contrary :

- “1. (i) “Act” means the Sectional Titles Act No.95 of 1986 (as amended) as read with the Sectional Titles Management Act No. 8 of 2011 and all regulations thereunder;
- (j) “Association” means the Cotswold Fenns Home Owners Association (RF) NPC, Registration Number 2018/097176/08;
- (k) “Body Corporate” means the Body Corporate of the Scheme;
- (l) “Common Property” means the common property of the Scheme;
- (m) “Design Review Committee” means Design Review Committee of the Association;
- (n) “Developer” means Specifield (Pty) Ltd, Registration Number 2014/251236/07.
- (o) “Development Period” means the period from the date of the opening of the sectional title register of the Scheme until such time as the Developer no longer owns a unit in the Scheme or the right to extend the Scheme by the erection of a unit as contemplated in Section 25 of the Act;
- (p) “Management Act” means the Sectional Titles Management Act No. 8 of 2011 and all regulations thereunder;

- (q) "Owner" means the owner of a section in the Scheme, save that the word "owner" shall in the Conduct Rules, shall also include a tenant or other occupier of a section, where applicable;
- (r) "Plan" means the plan attached hereto marked Annexure "A", which plan was drafted by J. M. Goosen land surveyors (Reference HC4651EUA dated 25/9/2018);
- (s) "Rules" mean the rules of the Body Corporate.
- (t) "Scheme" means Agami sectional title scheme which is laid out on proposed Portion 9 of Erf 689 Durban;
- (u) "Trustees" means the trustees from time to time, of the Body Corporate;
- (v) if any of these rules is contrary to the Act or the Management Act or is unenforceable for any other reason whatsoever, such rule shall be deemed to be separate and severable from the rest of the rules, without any way affecting the validity of the remaining rules.
- (w) words denoting a particular gender shall be deemed to include the other genders and words denoting the plural shall be deemed to include the singular, and vice versa;
- (x) reference to a natural person shall include a legal person and/or an association of persons and vice versa;
- (y) any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof;
- (z) where a number of days are prescribed, they shall consist of all days (i.e. including Saturday, Sunday and Public Holidays) and shall exclude the first day and include the last day;

- (aa) if a number is referred to in numerals and words, the words shall prevail in the event of any conflict between the two;
- (bb) in interpreting these Rules, no provision shall be construed in a limiting fashion or in accordance with the *Eiusdem Generis Rule*;
- (cc) where an expression has been defined, and such definition contains a provision imposing obligations on an Owner, effect shall be given to that provisions as if it was a substantive provision contained in the body of these Rules;
- (dd) unless otherwise specifically stated to the contrary, words or expressions defined in the Act, shall have the same meaning in these Rules.
- (ee) it is the intention that these Rules be read together with the Association's Memorandum of Incorporation and the rules made in terms thereof, however to the extent that these Rules conflict with the Association's Memorandum of Incorporation and/or its rules, then the Association's Memorandum of Incorporation and rules, shall prevail.

COLLECTION OF LEVIES

- 32 (a) Any levy in arrears shall bear interest at the rate equal to the prime overdraft rate charged by the Standard Bank of South Africa Limited, plus 2 percentage points, calculated from the date that the payment of such levy became due, to the actual date of payment of such levy (both days inclusive) Nominal Annual Compounded Monthly (NACM).
- (b) Payment of the monthly levy by an Owner to the Body Corporate, shall be made by way of a stop order or debit order, on an account with a registered South African commercial bank. Any other payment to the Body Corporate may only be made by means of one of the following into a duly designated account for this purpose:
- (a) By stop or debit order;
 - (b) Electronic Funds Transfer;

- (c) A levy and other applicable charges are payable in advance on or by the first day of each and every month in which they are raised. Any amounts not paid by the aforesaid date shall be considered in arrears and outstanding in terms of these Rules permitting the Body Corporate to take action against the offending owner as contemplated in these Rules and attracting interest as provided for in these rules.

DOCUMENTS

33. All documentation and/or correspondence and communications shall be dealt with in English.

SIGNAGE

34. No signage may be erected anywhere on the Common Property unless agreed to in writing by the Trustees and, during the Development Period, the Developer.

CAPITAL CONTRIBUTION TO THE RESERVE FUND

35. (a) In order to minimise the increase in the monthly levy payable by members to the Body Corporate and in order to avoid the unnecessary raising of special levies by the Trustees of the Body Corporate to fund any extraordinary or capital expenditure of the Body Corporate, any transferee of a unit in the Scheme shall be required to make payment of a once off, non-refundable contribution to the Reserve Fund of the Body Corporate on the transfer of the unit.
- (b) As at the date of the opening of the sectional title register of the Scheme, the aforesaid contribution shall be the amount of R5 000.00 per unit, which amount may be increased by members in a general meeting, from time to time.

- (c) The aforesaid contribution shall be paid by the new Owner on the date that such owner takes transfer of the unit in question and such payment of same shall be secured by the new Owner, to the reasonable satisfaction of the Trustees, pending the date of transfer.
- (d) The aforesaid levy contribution by a transferee shall be allocated by the Trustees to the Reserve Fund of the Scheme (as contemplated in Section 3(1)(b) of the Sectional Title Schemes Management Act 8 of 2011), unless such Reserve Fund exceeds the minimum amount prescribed in terms of the regulations to the Management Act, in which event it may be allocated by the Trustees to the administrative fund of the Scheme (as referred to in Section 3(1)(a) of the aforesaid Act).

EXCLUSIVE USE AREAS

- 36 The open uncovered parking bays as shown on the Plan, shall be subject to exclusive use areas in favour of Owners in accordance with the schedule attached hereto marked Annexure "B".
- 37 The covered parking bays as shown on the Plan, shall be subject to exclusive use areas in favour of the Owners in accordance with the schedule attached hereto marked Annexure "B".
- 38 The gardens as shown on the Plan, shall be subject to an exclusive use area, in favour of the Owners in accordance with the schedule attached hereto marked Annexure "B".
- 39 The courtyards as shown on the Plan, shall be subject to an exclusive use area, in favour of the Owners in accordance with the schedule attached hereto marked Annexure "B".
- 40 It is recorded for purposes of clarity, that exclusive use areas as contemplated in Section 10(7) of the Management Act, shall also be registered against certain parts of the Common Property, as envisaged in the Management Act.

ASSOCIATION

- 41 It is recorded that the Body Corporate is obliged to become, and remain, a member of the Association and comply with all the requirements of the Association's Memorandum of Incorporation (which includes, but in no way limited to, the payment of a monthly levy to the Association).
- 42 All Owners shall be obliged to comply with the Association's Memorandum of Incorporation and rules, in every respect.
- 43 The Rules of the Body Corporate in terms hereof, shall not in any way conflict with, or contradict, the Association's Memorandum of Incorporation or the rules made in terms thereof.

3. THE FOLLOWING RULES HAVE BEEN SUBSTITUTED FOR THE CONDUCT RULES PRESCRIBED IN TERMS OF SECTION 10 OF THE MANAGEMENT ACT

1. PETS

Dogs and Cats

- (a) Any occupier of any unit in the Scheme, shall only be entitled, on application to the Trustees, to keep either :
 - (i) A maximum of two small dogs or
 - (ii) Two small apartment dwelling cats or
 - (iii) One small dog and small apartment dwelling cat

provided that each such aforesaid small dog or cat does not exceed a height (measured from the highest point of its back to the ground) of 55 centimetres (when fully grown as an adult) and provided further that such pet(s) is kept in accordance with the rules and condition laid down by the Trustees, from time to time (which shall include noise, control and cleanliness provisions).

- (b) Save as provided for in paragraph 1(a) above, no pets may be kept or brought onto the Scheme save with the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse.
- (c) Any Owner, whose pet which, in the reasonable opinion of the Trustees, causes a continual disturbance (for example, by barking or invading other Owners premises), shall be subject to sanction and a fine, and if such disturbance continues, the Trustees shall have the right to remove such pet from the Scheme.
- (d) No visitors may bring any dog, cat or other pet onto the Scheme.
- (e) An Owner shall immediately remove any faeces or other mess made by their pets on the common property of the Scheme.

- (f) Any contravention of the aforesaid rules shall result in the dog, cat or other pet in question being removed forthwith from the Scheme.

REFUSE DISPOSAL

2. An Owner shall:-

- (a) for the purpose of having the refuse collected, place such receptacle within an area, at such times and in such a manner as prescribed by the Trustees, from time to time;
- (b) ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;
- (c) when the refuse has been collected, promptly return such receptacle to his section;
- (d) No refuse or rubbish shall be left on any portion of the Common Property or elsewhere, including any section where it is visible by the public, whether in a receptacle or not, except for collection within the area and at the times designated by the Trustees from time to time.

VEHICLES

- 3. (a) Save for vehicles parked in designated Exclusive Use Areas, the Trustees may cause to be towed away or otherwise removed or clamped, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the Common Property without the Trustees' consent.
- (b) No Owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle or motorcycle and the like on any portion of the Common Property.

subject to a minimum amount of R1000.00) (again, provided that such penalty does not equal or is more than double the applicable monthly levy payable by such Owner)

- (iii) withdraw the previously given consent applicable to the particular issue
 - (iv) instruct attorneys to advise the Body Corporate or institute legal action on the Body Corporate's behalf
 - (v) refer the matter to the Community Scheme's Ombud (as contemplated in the Community Scheme's Ombud Service Act 9 of 2011)
- (c) The rights of the Trustees as referred to above are without prejudice to any other rights that they may have in terms of the Act in particular or the Law in general.
- (d) In the event of the Trustees having to institute any legal action or proceedings against an owner as the result of any breach by the owner of the Act or the rules (including, but in no way limited to, the non-payment of the levy) the owner shall be liable to refund the Body Corporate all legal costs incurred in this regard to the maximum amount permitted by Law and shall include collection charges, the costs incurred by the Body Corporate in endeavouring to enforce its rights prior to the institution of legal action and the costs incurred in connection with the satisfaction or enforcement of any judgment awarded in favour of the Body Corporate.

DISCLAIMER OF RESPONSIBILITY

- 28 (a) The Body Corporate shall not be liable for any injury to person, damage to or loss of property to whomsoever it may belong, occurring or suffered, upon the Scheme regardless of the cause thereof nor shall the Body Corporate be responsible for any theft of property occurring on the Scheme. Owners hereby acknowledge that they shall not, under any circumstances have any claim or right of action against

the Body Corporate for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.

- (b) The Body Corporate and/or its agents shall not be liable to any owner or any of the owner's lessees, or their respective employees, agents, servants, invitees or customers or any member of the public dealing with the owner or any lessee for any injury or loss or damage of any description which the owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in or about the Scheme, regardless of the cause thereof.
- (c) Owners shall accept responsibility for and indemnify the Body Corporate and its employees, servants and lawful invitees against all claims by any person arising from any injury or loss or damage as contemplated in clauses 20 (a) and 20 (b) above.

- (c) Owners shall at all times ensure that no oil is allowed to drop onto, any portion of the Common Property. It is the responsibility of the Owner to clean up any such oil spills on the Common Property.
- (d) No vehicles, other than light motor vehicles and motorcycles may be kept in a parking bay on the Common Property without the prior written consent of the Trustees.
- (e) Save for vehicles parked in designated Exclusive Use Areas, Owners may park their vehicles only in areas as are specifically demarcated by the Body Corporate as parking bays.
- (f) Save with the prior written consent of the Trustees, no caravan or boat shall be parked on the Common Property (including any exclusive use area). Further, no persons shall, under any circumstances whatsoever, be entitled to stay overnight in a caravan, vehicle or the like anywhere on the Common Property (including any exclusive use areas).
- (g) Owners and their employees shall not be entitled to park in the visitors parking bays on the Common Property without the prior written consent of the Trustees.
- (h) No roller skates, scooters, skateboards or quad bikes shall be used on the Common Property.
- (i) Vehicles shall only be washed in designated areas on the Common Property. Fire hydrants may not be used for washing vehicles.

DAMAGE, ALTERATIONS OR ADDITIONS TO THE COMMON PROPERTY

- 4. (a) An Owner 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. In addition, and in no way detracting from the generality of the aforesaid, an Owner shall not be entitled to erect or lay cameras, cabling or trunking

on any external wall of a section or any other part of the Common Property.

(b) Again in no way detracting from the generality of the aforesaid, an Owner shall not install :

(i) any locking device, safety gate, burglar bars or other safety device for the protection of his section or

(ii) any screen, shutter or other device to prevent the entry of animals or insects;

without the prior written consent of the Trustees who shall be entitled to prescribe the nature and design of the device and the manner of its installation.

(iii) No exterior accessories, including, but in no way limited to: window glazing, fences, awnings, external blinds, canopies, satellite dish, television, aerial, cables and ancillary equipment, bunting, flags or flagpoles may be installed or erected anywhere on the Common Property, (including within any exclusive use area), save with the prior written consent of the Trustees and, where applicable, the local authority. When granting such approval, the Trustees may prescribe any reasonable condition(s). The Trustees may withdraw such approval in the event of any breach of the conditions prescribed when granting such approvals.

(iv) Any permanent braai structure

(v) Any aforesaid approved installation shall be repaired and maintained by the Owner, failing which the Body Corporate shall be entitled to remedy the Owner's failure and to recover the reasonable cost of doing so from such Owner.

(c) An Owner may not enclose his balcony, save with the prior written approval of Members at a general meeting and then only in

accordance with the guidelines and specifications laid down by the Trustees, from time to time.

APPEARANCE FROM OUTSIDE

5. The Owner shall not place or do anything on any part of the Common Property, (including balconies, patios and gardens) which, in the discretion of the Trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. In no way detracting from the generality of the aforesaid, an Owner shall not install a jacuzzi, shutters, screens or similar devices on a balcony without the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse.

LITTERING

6. An Owner shall not deposit, throw, or permit or allow to be deposited or thrown, on the Common Property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

LAUNDRY

7. An Owner shall not erect his own washing line nor hang any washing or laundry or any other items on any part of the Common Property so as to be visible from the outside of the building or from any other section.

STORAGE OF FLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

8. An Owner shall not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the Common Property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

LETTING OF UNITS

- 9 (a) It shall be incumbent upon an Owner to ensure that a copy of the

Rules is given to any prospective tenant of a section, who must sign an acknowledgement, undertaking in favour of the Body Corporate to comply with the Rules at all times while on the Scheme (and in particular, however in no way detracting from the aforesaid, to be liable for the payment of fines imposed by the Body Corporate in respect of contraventions of these Rules).

- (b) Notwithstanding anything contained herein or elsewhere, no unit shall be let for a period of less than 30 days, save with the prior written consent of the Trustees, which consent the Trustees may in their sole and absolute discretion grant or refuse (and should they grant such consent same shall be such conditions as the Trustees may impose).

ERADICATION OF PESTS

- 10. 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 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 pests shall be borne by the owner of the section concerned.

USE

- 11. (a) Notwithstanding anything contained herein or elsewhere, a section may be used only for residential purposes and for no other purpose whatsoever.
- (b) The maximum number of persons entitled to occupy any Section shall be calculated by multiplying the number of bedrooms in such section by two.

- (c) An owner shall not do or permit to be done in his section or on the Common Property anything that will or may increase the insurance premiums payable by the Body Corporate on any insurance policy, save with the prior written approval of the Trustees. When granting such approval, the Trustees may prescribe any specific condition(s). The Trustees may withdraw such approval in the event of any breach of any condition prescribed when granting their approval.
- (d) An Owner shall not keep, leave, or store any article or do anything on the Common Property save with the prior written approval of the Trustees (which approval may at any time, on notice, be revoked).
- (e) An Owner shall, at his own expense, maintain the interior of the section in a good, clean and thoroughly tenantable and attractive condition, and where necessary repair or refurbish any damaged item and replace any lost item.
- (f) An Owner shall, at its own expense, maintain in a good working order and condition all electrical, plumbing and sewerage installations and appurtenances of whatever nature, serving and within the section.
- (g) No slaughtering of animals shall be allowed in any section of the Scheme or on the Common Property.
- (h) An Owner shall ensure that no light furniture or other light objects are left on the balcony, which could possibly be blown off the balcony in heavy winds.
- (i) All patio's, balconies and other private outdoor areas are to be kept swept and clean and in a good condition by the relevant Owner. Garden Exclusive Use Areas are to be mowed regularly and kept neat and tidy by the Owner in question.

- (j) Only plants approved of by the Trustees may be planted any where on the Common Property of the Scheme (including in private Exclusive Use Area gardens).

GAMES

- 12 No person shall cause or permit the hitting, striking, throwing or bouncing of balls or other objects against the walls of a section or the Common Property except in areas specifically designated for such activities and no person shall play, run or make noise in any part of the Common Property except in areas specifically designated for such activities.

VISITORS AND TENANTS

- 13 (a) An Owner is liable for the conduct of visitors to the Scheme and tenants and other occupants of the section, and must ensure that all Rules (including, but in no way limited to, security rules and procedures) and the provisions of the Act are adhered to.
- (b) Subject to the Rules, any guest of any Owner shall be entitled to use the common facilities of the Scheme provided that such Owner accompanies them at all times.
- (c) Owners must supervise any children visiting them so that no damage, interference or nuisance is caused to other Owners of units in the Scheme.
- (d) The Trustees shall be entitled to impose restrictions on the number of visitors Owners are entitled to invite onto the Scheme (provided that such restrictions are reasonable and imposed uniformly and fairly).

ALTERATIONS AND RE-DECORATION

- 14 (a) Subject to the provisions of the Act, the relevant Bylaws and these Rules, an Owner shall be entitled to make alterations to the interior of the Section (including, but in no way limited to, any dry walling or internal walls within the Section), only with the prior written consent of the Trustees, the Design Review Committee and in accordance with plans approved of by the Trustees and the local authority, (if applicable).
- (b) Any Owner who intends carrying out any renovations in his section shall be obliged to make a written application to the Trustees detailing proposed alterations/renovations accompanied by a sketch or plans of the work to be done. The Trustees may impose such conditions as they, in their sole discretion, deem necessary.
- (c) Thereafter, such Owner shall then submit the approved plans to the relevant municipal authority for their written approval where the municipality's approval is required in this regard.
- (d) After completion of such renovations/alterations the Owner shall be obliged to furnish the Trustees with a certified copy of all relevant compliance certificates by the appropriate authority, e.g electrical and engineer's certificates and the like.
- (e) Prior to commencement of any renovations/alterations such Owner shall be obliged to lodge with the Trustees a deposit to cover any damages that may be caused to the Common Property or to cover any other eventualities, before any of the proposed work may commence in the section. The amount of the deposit shall be determined by the Trustees, however shall be reasonable in the circumstances.

- (f) Such alterations/renovations shall be carried out as expeditiously as possible in the circumstances and in a manner so as to cause as little disruption to other occupiers of the Scheme.
- (g) All rubble, and other refuse shall be removed daily, and may not be dumped or stored on the Common Property or on the pavement of the Scheme.
- (h) the Owner shall be held responsible for any damage to the Common Property or adjoining sections. As a result of the aforesaid building operations.
- (i) No work shall be carried out between 17H00 and 08H00 on weekdays.
- (j) no work shall be carried out on Saturdays, Sundays and Public Holidays.
- (k) all workmen/contractors shall, prior to commencement of any renovations/repairs/alterations furnish the Trustees with proof that they are adequately insured against any claims that may arise from any eventuality whatever caused as a result of any work that will be carried out in any section or common area of the Scheme.

AIRCONDITIONING

- 15 An Owner shall not install any air-conditioning unit or extractor fan in, or on the exterior of any unit or any part of the Common Property, save with the prior written consent of the Trustees and the Design Review Committee. Further, such air-conditioning units shall only be fitted in the areas designated on the plan of each type of unit, attached hereto marked Annexure "C".

GENERATORS

- 16 No generator, or similar device, may be operated anywhere within the Scheme (whether it be within a section or on the Common Property),

save with the prior written consent of the Trustees.

NOISE

- 17 (a) Reasonable silence must be maintained between 22H00 and 08H00 every day.
- (b) No radios, musical instruments, musical players, televisions or the like, shall be used in such a manner so as to cause annoyance to other occupiers of the Scheme.
- (c) Power tools may only be used between the hours of 08H00 and 17H00 on weekdays (excluding Public Holidays).
- (d) Vehicles hooters may not be used on the Common Property except in an emergency nor may any sounding car alarm be left unattended by the Owner thereof, at any time.
- (e) Fireworks shall not be lit and discharged in any Section or the Common Property of the Scheme.
- (f) Should any Section or part of the Common Property be utilised as a place of worship "the call to prayer", ringing of Church bells or any other religious pronouncements shall not be made via loudspeaker or other auditory devices.

ELECTRICITY AND WATER

- 18 (a) It is recorded that the Body Corporate, or its nominated service provider, shall supply water and electricity services to each section, the consumption of which shall be metered in respect of each section. An Owner shall pay the deposit(s) in respect of the supply of such services and shall further ensure that all monthly consumption accounts, in respect of such services, are paid timeously, as determined by the Trustees, from time to time.

- (b) An Owner shall also be liable for the payment of all other services provided to the section, including, but in no way limited to, telephones, television services (including satellite television) and the like.

EMPLOYEES

- 19 (a) The services of Body Corporate employees if any may not be utilised by an Owner, either in or outside of working hours, without the prior permission of the Trustees or manager (if so appointed).
- (b) An owner shall not interfere with the Body Corporate's Contractors or their staff in the course of their duties on the Common Property. Complaints, suggestions or requests are to be directed to the Chairman of the Body Corporate in writing.

EMERGENCY ACCESS

- 20 Unless an Owner has delivered to the Trustees duplicate keys to its section for purposes of gaining entry in the event of an emergency, the Trustees shall be entitled, in an emergency, to obtain forced entry to the section and shall not be liable for any loss or damage that may result with such forced entry.

BRAAI

- 21 Owners shall only be permitted to braai on their balcony's using gas appliances approved of by the Trustees and the making of fire on the balcony or anywhere within the section or on the Common Property is strictly prohibited.

SECURITY

- 22 The Owners shall abide by the regulations and restrictions imposed by the Trustees in order to ensure the security of the Scheme and in particular,

restrictions put in place in respect of ingress and egress from the Common Property of the Scheme.

SMOKING

- 23 Smoking shall not be permitted anywhere on the Common Property of the Scheme.

BREACH OF OR FAILURE TO COMPLY WITH RULES

- 24 (a) Should any Owner, or its lessee, invitee, guest, client, customer, servant, employee or occupier of his section, or any other person who may come upon the Common Property by virtue of his right thereto:
- (i) commit a breach of any of the Rules, or the Act and fail to remedy such breach within a period of 7 (seven) days (or such longer or shorter period as the Trustees may deem reasonable in the circumstances) of having received a written notice from the Trustees to remedy such breach or
 - (ii) commit a repetition of a material breach of these Rules or the Act within a period of 60 (sixty) of having been warned by the Trustees to desist therefrom.

the Trustees shall be entitled to take such action as is available to them in terms of the Rules and the Act.

- (b) In no way detracting from any rights that the Trustees of the Body Corporate may have in terms of the Act or in Law, the Trustees shall be entitled, in the situation referred to in paragraph 24 (a) above to, *inter alia*:
- (i) call for an explanation or an apology
 - (ii) impose a fine or fines (in the amount the Trustees deem reasonable and appropriate in the circumstances,