

ANNLIN 99 House & Conduct Rules

294 Marija Street Annlin

CONTENTS

- 1. INTRODUCTION**
- 2. MOTOR VEHICLES/ALL VEHICLES**
- 3. LAUNDRY**
- 4. CLEANLINESS / SANITARY SERVICES**
- 5. NOISE**
- 6. GARDENING AND PLANTS**
- 7. SUPERVISION OF CHILDREN**
- 8. ACTIVITIES ON/IN COMMON PROPERTY**
- 9. DOMESTIC HELPERS & EMPLOYEES OF THE COMPLEX**
- 10. PETS**
- 11. RESIDENT, TENANTS & VISITORS**
- 12. BUSINESS ACTIVITIES**
- 13. ALTERATIONS, EXTENSIONS OR IMPROVEMENTS TO THE COMPLEX**
- 14. DAMAGE TO COMMON PROPERTY**
- 15. SECURITY**
- 16. FIRE EQUIPMENT**
- 17. GENERAL**
- 18. PENALTIES**
- 19. ENFORCEMENT OF THE AMOUNT PAYABLE**
- 20. PAYMENT OF LEVY**
- 21. SUNDRY PROVISIONS**
- 22. LETTING AND SELLING OF UNITS**
- 23. INTERPRETATION**

1 INTRODUCTION

The rules contained in this document have been drawn up with the view to ensure orderly, pleasant and congenial living conditions and surroundings for all the residents and the protection of the collective interests of Annlin 99.

These rules may be added to, amended or repealed by a Special Resolution at a General Meeting of the Body Corporate. Any addition, amendment or revocation shall be of force and effect as soon as the Deeds Office in terms of Section 35(5) of the Act has accepted the addition, amendment or revocation.

In terms of Section 39 of the Act, all functions and duties of the Body Corporate are performed by the Trustees, subject to any restriction imposed or directions given at a General Meeting of the owners of units.

Any reference to Body Corporate or Trustees in these rules, when relating to the application and enforcement of the rules, shall include the managing agent, appointed by the Trustees in terms of Section 35(2) of the Act and any person carrying out duties on instruction of the Trustees.

“Act” means the Sectional Titles Act (Act 95 of 1986 as amended) and any Regulation made in force hereunder.

Words and expressions used shall bear the meaning assigned to them in the Act...

“Trustee” includes an alternate Trustee.

“Trustee” means the Board of Trustees.

Words purporting the singular shall also include the plural and the converse shall also apply

Words purporting to the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

The headings to the respective rules are provided for convenience of reference only and are not to be taken into account in the interpretation of the rules.

“Common property” means all areas, except those that are for the exclusive use of the residents.

For the purposes of these Conduct Rules, the term “occupant” shall mean:

- a) The owner/resident of any unit;
- b) The lessee/tenant of any unit;
- c) All persons residing or visiting in any unit.

2. MOTOR VEHICLES/ALL VEHICLES

- 2.1 Motor vehicles of occupants are to be parked in the respective unit's garage, and their visitors may only park in the corresponding bays or on such areas as are specifically demarcated for that purpose on the common property. At no time are the entrances to the units to be used as parking bays. No vehicles are to be parked in front of garages or in drive ways.
- 2.2 Vehicle parked in contravention of any of the above mentioned Rules will:
 - 2.2.1 Occupant will receive a Short Message Service (SMS) from Annlin 99 website to registered cell phone of owner /resident as first warning.
 - 2.2.2 The second time the rule is not adhered to a final sms notification will be sent to the resident/owner within two weeks.
 - 2.2.3 Lastly a R1500 fine will be levied after two weeks from second warning and the motor vehicle can be towed away without any liability for or any damage claim against the Body Corporate whatsoever. (Owner will also be levied for their visitors not adhering to this rule)All cost of towing, storage and any other costs shall be for the resident concerned, which amount/s shall be included on the monthly account in respect of the unit in question, and shall be treated as an additional levy for all purposes. The foregoing shall apply notwithstanding the fact that the vehicle being towed away is owned or driven by a visitor or employee of the complex.
 - 2.2.4 All parking infringements within a one year period rule 2.2.2 will be applied as next step in contravention of rule 2.1.
- 2.3 Due to the number of units in each row and the limited availability of visitors parking the Body Corporate can allow or decline access to each and every vehicle wishing to enter the premises. The purpose of this rule is to ensure the availability of adequate parking, at all times, for residents of the premises.
- 2.4 No other vehicles (i.e. trailers, motorbikes, bicycles, tricycles, roller skates, skateboards, quads) may be left on any portion of the common property.
- 2.5 Motor vehicles of occupants must be parked in the provided garage when not in use to allow manoeuvring space and access to all neighbouring bays and surrounding garages.
- 2.6 Any repairs to & reconditioning of vehicles shall not be carried out on the common property. Occupants must ensure that no oil marks are left by their vehicles on the common property. The cost of cleaning such oil or brake fluid marks will be for the account of the relevant owner.
- 2.7 Occupants shall ensure that their visitors' park, in the demarcated areas at on the common property all times so as not hinder or block access to and from garages and entrance gates, specifically allocated to residents of the complex, at any time.

- 2.8 Vehicles may not travel at speeds in excess of **20km/h** on any portion of the common property, to safeguard residents and children. A fine of R 800 shall be inflicted on any occupant contravening this rule.
- 2.9 Trailers, business vehicles and the like may not be parked on the common property without written permission from the trustees first having been obtained. The trustees may grant permission subject to such conditions as they in their absolute discretion may see fit to impose. Any permission granted by the trustees, is revocable by them at any time, and in their absolute discretion. No permission will be granted for caravans and motor boats. Permission is subject to a rental charge as stipulated in last Annual General Meeting of Annlin 99 trustees. A parking will be allocated on availability after all set stipulation as set out in application for additional parking have been met. If no allocated parking is available the owner / resident will have to remove the vehicle from the common property (in contradiction of the before mentioned rule 2.2 will be enforced).
- 2.10 Washing of cars is allowed within the premises of Annlin 99 and only between 7h00 and 18h00. These areas must be left clean and tidy. No motor vehicles engine may be washed. Playing of loud music while washing is not allowed and will not be tolerated. A fine of R 800 shall be inflicted on any occupant contravening this rule.
- 2.11 Damage caused to the driveways/communal areas, will be for the individual owner's personal account if he is the owner of a specific unit otherwise the owner of the unit in which the driver resides will be kept liable for the cost involved.
- 2.12 Vehicles exceeding 3.5 tons payload in weight will not be allowed onto the premises as it causes damage to the paving and conduits and piping underneath.
- 2.13 The use of common area for parking by residents is not permitted. A fine of R 800 will be imposed for the use thereof at the discretion of the trustees.
- 2.14 Only road worthy motorbikes which is used as a means to commute is allowed on site and must be used in a safe manner and must obey the Rules that pertain to all vehicles.
- 2.15 No owner is permitted to use the unit's garage for any other purposes than that of its original intent.
- 2.16 Reckless driving will not be permitted and the owner will be:
- 2.16.1 Given a warning and a fine of R 800.
- 2.16.2 After third warning the motor vehicle will not be allowed in the complex.

3. LAUNDRY

- 3.1 Washing hung out to dry is at the sole risk of the occupant.

- 3.2 Washing and other articles may not be hung where they are visible to other units and the main road. In particular, washing and other articles may not be hung outside of any unit on chairs on patios or over the walls or common property of any unit. Washing may not be laid out on the common property gardens. Washing may only be hung to dry on the washing lines as provided for that purpose or on clotheshorses. Make shift wash lines of any description is not be permitted.
- 3.3 Owners or tenants of units are not allowed to put up their own washing lines without permission from the trustees.

4. CLEANLINESS / SANITARY SERVICES

- 4.1 Except as is hereinafter provided, refuse, litter, debris, etc shall not be deposited on the common property at any time. Occupants shall instruct their children, employees and visitors concerning this rule and ensure that it is enforced at all times.
- 4.2 If any child, employee or visitor infringes the provisions of 4.1 the occupant/s of the unit where such child resides, where such employee is employed, or where such person is visiting, as the case may be, shall be responsible therefore and a fine of R 800 will be levied against owner.
- 4.3 Any 'abnormal' refuse, such as large cardboard boxes and the like, should be folded down as small as possible and preferably put directly into the dustbins. These articles are at no time to be left in the general vicinity of the rubbish bins. Residents located along the palisade fence may not disburse any litter into the veld. Inspection is done periodically and action will be taken if residents are caught.
- 4.4 Sanitary items & large objects (including nappies) should not be flushed down the toilets as this can block the sewerage pipes and ultimately lead to unhygienic odours emitted from the bathrooms. Any blockage caused by the occupant will be for the relevant owners account.

5. NOISE

- 5.1 Reasonable silence, is to be maintained, during the following hours:
- Monday to Thursday between 21:00 in the evening to 07:00 in the morning.
 - Fridays and Saturdays between 23:00 in the evening to 08:00 in the morning.
 - On Sundays silence shall be maintained throughout.
- 5.2 No loud music will be allowed in Annlin 99 complex. TVs, musical instruments, Hi-fi's and other sound producing devices played inside units shall not be played or used in such a manner as to interfere with any occupant's enjoyment of his unit or of that of the common property.
- 5.3 Car radios must be played at low levels at all times.

- 5.4 Except in an emergency, automobile hooters shall not be sounded on the common property at any time.
- 5.5 No hammering, drilling, sawing, or other such work shall be conducted before 08:00 and after 18:00 on any weekday and before 09:00 and after 17:00 on Saturdays. No work shall be done on Sundays. Only emergency repairs by a service provider will be allowed. Subject to the terms and conditions contained in this Rules such work will be permitted provided that it is performed in moderation and does not unreasonably interfere with the use and/or enjoyment by any occupant of his/her unit or of the common property. If, in the opinion of the trustees, such work is unreasonably interfering with the use and/or enjoyment by an occupant of his/her unit or of the common property, the trustees may prohibit any person from performing any such work.
- 5.6 Excessive unnecessary noise is to be avoided at all times and due consideration must be given to other residents.
- 5.7 Occupants shall ensure that their children, visitors and employees comply with the terms and conditions contained in this paragraph at all times.

6. GARDENING AND PLANTS

- 6.1 Gardens and plants on the common property are for the enjoyment of all residents and are to be respected as such.
- 6.2 Residents are not permitted to pick or remove plants from the common property without prior consent from the Trustees.
- 6.3 The upkeep of the common property gardens is the responsibility of the Trustees. Should residents notice wall creepers encroaching on gutters, fascia boards etc, kindly advise the Trustees, who in turn will ensure that the gardening staff attends to the matter as soon as possible.
- 6.4 Garden tools, lawn mowers and other gardening equipment must be kept out of sight of other units and any portion of the common property, unless in use.
- 6.5 The gardeners are DIRECTLY RESPONSIBLE TO THE RESPONSIBLE TRUSTEE, and have been instructed NOT TO RESPOND to personal requests by residents during working hours. Residents shall not request them to do any private work during the hours of 06:00 to 15:00 from Mondays to Fridays.
- 6.6 Any queries regarding the complex gardens may be addressed in writing to the Trustees or Managing Agent.
- 6.7 Inter linked gates may not be locked at any time on the day/s which the garden service require access to the units. Any occupant failing to adhere to this rule will

bear the cost to other units should the garden service not have access there to as a result of the inter linked gates being locked.

- 6.8 Permission must be obtained from the trustees for the planting of any shrubs and trees exceeding a full grown length of 2 meters, stipulating the type of tree or shrubs and the position thereof. The trustees shall keep the right to deny or remove any trees or shrubs they deem to be a threat to any building, pavement or under ground cabling, water supply or sanitary pipes.

7. SUPERVISION OF CHILDREN

- 7.1 Occupants must properly supervise their children, their children's friends and children of their visitors so that no provision of these Rules is infringed by such children, and that no damage is caused to any occupant, to the property of the occupant or to the common property or any unoccupied unit of the complex. In particular, and without affecting the generality of the foregoing, children shall not damage, deface or interfere with the plants, decorations, signs, fire hose reels/extinguishers, exterior lighting, electric fence and gate. Running up and down the driveways or entrance, as well as climbing and playing on internal walls, boundary walls, gates and the roofs of the complex etc, will not be permitted. The cost of cleaning and damage to common property and the rectifying of any damage will be for the account of the owner/resident responsible.
- 7.2 The Body Corporate or the trustees cannot be held liable for any injury to children due to any negligence or gross negligence by visitors, owners or contractors.
- 7.3 Children under the age of 13 years are not permitted to be alone on the common area without an adult guardian being present. In the case of infringement the following will process will applied:
- 7.3.1 A first warning will be sent to both resident and owner.
- 7.3.2 Second warning will be sent to both resident and owner.
- 7.3.3 Third infringement a fine of R1500 will be levied.

8. ACTIVITIES ON/IN COMMON PROPERTY

Without in any way restricting the generality of any other Rules:

- 8.1 No owner is permitted to use the unit's garage for any other purposes than that of its original intent.
- 8.2 Hobbies or other activities that may cause undue noise or nuisance are not permitted on the common property.
- 8.3 Acceptable standards of dress must be maintained, at all times, by all residents, visitors alike when moving on the common property

- 8.4 Employees of service providers must be properly dressed with proper safety clothing when rendering service on the common property.
- 8.5 Drunken or disorderly conduct on the common property is not permitted.
- 8.6 The sale of alcohol or drugs is not permitted on the common property.
- 8.7 No parties shall be held within the confines of the occupants' garage without written consent from the Trustees.
- 8.8 No parties shall be held on the driveways at any time.
- 8.9 No open fires within the confines of the occupant's garage shall be tolerated.
- 8.10 Urinating on the common property are not permitted.
- 8.11 The use of spray paint is not permitted on the common property except when issued by a services provider in the event of repairs being carried out in the complex.
- 8.12 In breaking any of the activities on / in common property rules can result in legal action and a fine of R 1500.

9. DOMESTIC HELPERS & EMPLOYEES OF THE COMPLEX

- 9.1 Occupants shall ensure that their employees do not loiter or cause undue noise on the common property at any time.
- 9.2 Occupants shall ensure that their domestic helpers comply with the provisions of these Rules.
- 9.3 Occupants shall not request any employee of Annlin 99 Body Corporate to perform work of any description during working hours.
- 9.4 Domestic helpers and employees of the complex will not visit one another during working hours.

10. PETS

- 10.1 As from 1 December 2007 when the first set of Rules came into effect, no new animals, reptiles or birds may be kept without prior written consent from the Managing Agent/Trustees first having being obtained. This should be read with Rule no 11.1 of the Home Owners Association Rules dated 1 December 2007.
- 10.2 As from 1 December 2011 if permission is granted, the Managing Agent may draw up any reasonable conditions as they may see fit. The Managing Agent/Trustees may furthermore, withdraw such permission in the event of breach of any condition so drawn up. Subject to the decision of the Managing Agent/Trustees, a unit

owner/tenant may keep up to two (2) small animals on a residential unit within a complex. The maximum size of dogs should not exceed 30cm in height.

- 10.3 Animals kept by residents must not constitute a nuisance to other residents. Should they do so, on a regular basis, the owner of the unit will be required to remove the pet. No pet must be left unattended
- 10.4 If a resident/tenant is going away for a long medium or short time the pet must preferably be put into kennels where it can be attended and provided for. Or else properly looked after by another responsible person who resides in the complex while residents/tenants themselves are not present.
- 10.5 If a resident/tenant is away and there is no one attending to the animal/s. The animal/s in question will be removed by the relevant animal protection agencies operating in Gauteng province for the cost of the owner/tenant involved.
- 10.6 Occupants shall not permit their pets to roam at large on the common property. Whenever dogs are on common property, they shall be carried or duly leashed and properly controlled.
- 10.7 Occupants shall ensure that their pets do not foul the common property. Should any pet foul such property, the occupant is responsible for the removal of such remains from the property if not done a fine of R 350 will be issued. Occupants are required to keep their units free of foul. The garden service will not be responsible to clean up such foul or allowed to service such garden should the foul not be removed in time by the occupant.
- 10.8 Where the trustees have withdrawn permission from any occupant to keep a pet, such pet shall be removed from the complex WITHIN 5 DAYS notice of such revocation being delivered to the unit concerned, failing which the trustees through the Managing Agent shall be entitled to inter alia, have the pet removed by the SPCA or the Wet Nose Animal protection unit and the Trustees shall hold the occupant concerned liable for any costs incurred.
- 10.9 All dogs and cats shall be required to wear a collar and a tag giving details of the owner, name of dog, unit number and contact number.
- 10.10 Trustees are not responsible for any attacks by dogs or any other animal whether or not permission has been granted to an owner or resident. This includes attacks to occupants, owners, contractors or their visitors. In such an occurrence the owner of the pet shall be kept responsible and liable.
- 10.11 No aggressive, vicious or large dogs shall be allowed.
- 10.12 All animals shall be registered by the occupant before the end of January 2011. Forms can be obtained from www.Annlin99.co.za or the managing agent and submitted to the Managing Agent or body cooperate.

- 10.13 No aviaries, kennels or such like accommodation for pets may be sited at any place where they may be in view from any portion of the common property or adjoining units.
- 10.14 An occupant may not keep any poisonous, exotic or other undomesticated or wild pets, poultry, pigeons, aviaries or livestock.
- 10.15 The owner will be responsible for any damage or injury to property/persons/other animals within the complex by his/her pet.

11. RESIDENT, TENANTS & VISITORS

- 11.1 The Owners of units in the complex as well as letting agents and estate agents are liable for the conduct of their visitors and tenants, and shall ensure that all Rules, as set out herein are properly adhered to at all times.
- 11.2 If a visitor does not adhere to the Rules of the complex "The Right of Admission" rule will apply and security will remove such person/persons from site immediately in terms of a standing order.

12. BUSINESS ACTIVITIES

- 12.1 No business, professions or trade may be conducted on the common property or in a unit, except those which are specifically allowed by the local authority to be conducted in a sectional title scheme, and which are agreed to in writing by the Trustees.
- 12.2 No auctions or jumble sales may be held on the common property or in a unit, unless prior written consent is obtained from the Trustees.
- 12.3 No advertisements or publicity material may be exhibited or distributed without the prior written consent of the Trustees.
- 12.4 Estate agents signs or any other signs are only allowed at the discretion of the Trustees.
- 12.5 No large quantities of flammable liquid may be kept at any unit. The trustees deem 5L of any flammable liquid to be adequate. Should a fire start or damage caused where there are more flammable liquids than permitted the owner of that unit shall accept full responsibility and liability to the trustees and the Body Corporate.

13. ALTERATIONS, EXTENSIONS OR IMPROVEMENTS TO THE COMPLEX

- 13.1 No extensions, alteration or improvement to the exterior of any unit, including awnings, security gates or enclosure of balconies/patios etc, shall be affixed or made, without the Management Agent having first been given notice in writing

thereof, and been given permission by same Management Agent in writing confirming such alterations, extensions or improvements as the case may be. If such written permission is granted by the Managing Agent (in some cases the consent of all owners may be necessary), it shall pertain only to the specifications submitted to the Managing Agent for approval and no variation thereof may be effected unless the occupant shall have complied with the foregoing in respect of such variation. Owners may not paint the exterior of their units.

- 13.2 Assuming that the required permission has been obtained, security fitted on exterior doors, any awnings and the enclosure of any balconies and patios must comply with the standard design drawn up for the complex. Security gates and awnings fitted by occupants/owners shall be maintained by the owner. If these are allowed to deteriorate, it will be maintained by the body corporate at the cost of the owner.
- 13.3 With respect to alterations or improvements to the interior of any unit, no structural alterations or any alterations to water connections, electric conduits or plumbing may be effected, unless according to the provisions contained in Rule 13.1
- 13.4 From the date that these Rules came into effect, no outside TV aerials/satellite dishes may be erected without the necessary approval in terms of the Act. Satellite dishes that are incorrectly placed by owners may have to be moved at the owner's expense.
- 13.5 All refuse, debris etc that results from any extensions, alterations, or improvements shall be removed by the occupant concerned WITHIN 5 DAYS. If such refuse, debris etc is not removed within the time period stipulated above, the Managing Agent may cause it to be removed, and all charges in connection with the removal thereof, shall be for the account of the occupant concerned and shall be paid by such occupant to the body corporate on demand.
- 13.6 Owners are responsible for the proper maintenance of the inside of their units at their own cost. Each owner is also responsible for repairs to and maintenance of his/her geyser including valves and pipes connecting the geyser.
- 13.7 Should any alteration, improvement or extension be removed by the Managing Agent, the owner of the unit in question shall be liable for all costs incurred including the costs of returning the unit to its original condition.
- 13.8 The occupant of a unit used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios, or stoops which, in the discretion of the Management Agent is aesthetically displeasing or undesirable when viewed from the outside of the unit or complex in general.
- 13.9 All alterations shall be maintained and kept in good order as not to be aesthetically displeasing or undesirable when viewed from the outside of the unit or complex in general. Repairs to such will be done at the cost of the owner.

14. DAMAGE TO COMMON PROPERTY

- 14.1 Should any damage of whatsoever nature be caused to the common property by any occupant, and/or any member of his family, and/or any of his/her visitors, and/or any of his/her employees or should any such persons cause the Body Corporate to suffer any loss or incur any expense, such occupant shall be liable to properly repair such damage forthwith, and to forthwith reimburse the Body Corporate in full in respect of such loss or expense. Should such occupant fail to repair such damage forthwith the Trustees may cause such damage to be repaired and such occupant shall reimburse the Body Corporate in full forthwith in respect of all costs and expenses arising out of or in connection therewith.
- 14.2 No articulated furniture moving vehicle or delivery truck exceeding the gross weight of 3.5 tons will be allowed in the Annlin 99 complex because of the excessive damage they might cause to the paving and cast iron manhole lids.
- 14.3 Tampering with communal TV aerials, electricity meter boxes and the main entrance gates to the complex in any way is prohibited.
- 14.4 No person are allowed to play or tamper with the electric entrance gates of Annlin 99 complex and if caught will be fined R 1500 or if any damaged is caused the owner of the unit responsible will be liable to pay for repairs.
- 14.5 Tampering with the electric fence is prohibited and the Body Corporate will not accept responsibility for any loss or injury of whatsoever nature sustained by any occupant, their family, guests, employees or agents arising out of, resulting from or caused by the electric fence or any part or component thereof.

15. SECURITY

- 15.1 For the purposes of these Conduct Rules the term Security means:
- 15.1.1 The security company that is appointed by the Body Corporate and Trustees to render security service and armed response to residents of Annlin 99 the complexes inside this estate.
- 15.1.2 The Armed response is a security officer who will respond to serious security problems and emergencies. This person or persons representing the Body Corporate and Trustees has being entitled to enforce the Rules and regulations of the Body Corporate and of the complexes inside the perimeter of Annlin 99 complex.
- 15.2 The officers referred to in 15.1.1 and 15.1.2 above will be treated with the respect unbecoming a director or trustee because they represent the Body Corporate of the Annlin 99. No swearing racial remarks, slander or assaulting of security personnel will be tolerated as this will be seen as an attack on the integrity of the Body Corporate and Trustee's representing the residents of the Annlin 99, failing of which serious legal action will be taken against any resident, tenant or visitor.

15.3 Residents are required to abide to all security procedures Rules and moratoriums which may be instituted by the Body Corporate and the Trustees from time to time.

15.4 Should anyone park his / her vehicle at the gate in such a manner as to block any apparatus at the gate to Annlin 99, the Body Corporate will have the right to remove such vehicle at the owners cost.

16 FIRE EQUIPMENT

16.1 Fire extinguishers, hose reels and hydrants may not be used for any purpose whatsoever, other than that for which they are intended.

16.2 The taps connected to the fire hose are there for fire prevention purposes only and are not to be used for private use. Any costs rising from the misuse of this equipment by a resident a family member, or visitor of the complex, will be charged to the Unit concerned.

17 GENERAL

17.1 An owner/ tenant or occupant shall not:

17.1.1 Use his/her unit for any purpose which is injurious to the reputation of the complex.

17.1.2 Keep or do anything on the common property after a notice has been issued on behalf of the Trustees regarding the conduct on the common property.

17.1.3 Permit that anything being done in his/her unit or on the common property which will or may increase the rate of the premium payable by the Body Corporate on any insurance policy.

17.2 When the purpose for which a unit is intended to be used is shown expressly or by necessary implication on or by the registered sectional plan, an owner shall not use or permit his/her unit to be used for any other purpose.

17.3 No duty shall be placed upon any owner with regard to the provision of any improvement on or to the common property unless a proposal to make such an improvement has been improved by special resolution at a general meeting of the Body Corporate.

17.4 Any complaints by the occupants of units pertaining to common property, violations of these Rules, or any other cause for concern must be referred in the first instance on the Annlin 99 website by logging a ticket. Secondly, a writing complaint can be send to the Manager of the Sectional Titles Scheme currently First Property Trust (Pty)Ltd. ABSA Building, 4th Floor, 291 Esselen Street, Sunnyside 0002. P.O. Box 26479, Arcadia 0007. (012) 341 1100, Fax: (012) 341 1144.

17.5 An occupant or staff member of a unit shall not permit his/her unit to be occupied on a permanent basis by more than the under mentioned number of persons 2 Bed roomed unit 4 persons

- 17.6 Without detracting from the right of an occupant of a unit to accommodate visitors, he may exceed the number of persons living in his unit referred to in Clause 17.5 for a period of not exceeding four weeks in any calendar year.
- 17.7 In the event that:
- 17.7.1 The number of persons to be accommodated exceeds the number permitted above in Clause 17.5 hereof, and/or
- 17.7.2 The period of time referred to in Clause 17.6 hereof, exceeds four weeks, an occupant or staff member must obtain written permission from the Chairperson of the Body Corporate, which permission shall not unreasonably be withheld.
- 17.8 No owner or tenant shall use a garage as sleeping quarters for employees or domestic workers.
- 17.9 Should an owner lock his gate, the Trustees are permitted to break the lock to gain access to the unit in case of an emergency.
- 17.10 Slaughtering of animals will not be permitted because this privilege can lead to abuse. Residents should make use of Butcheries that cater for religious culling which exist in the perimeter of Tshwane Municipal boundaries
- 17.11 Occupants may not cause or allow any object to be exposed on their property, which could, in the opinion of the Body Corporate, be considered unsightly or detrimental to the appearance of the complex, when viewed from outside the property
- 17.12 The head of the Body Corporate can be contacted on weekdays between 08:00 and 19:00 and not on weekends.

18 PENALTIES

- 18.1 Penalties for infringements such as excess noise, parking, children and animals in Annlin 99 will be as follows:
- 18.2 Should any occupant infringe on any of the provisions of these Rules and persist in such infringement after 14 days notice in the form of a Short Message Service (SMS) and/or Electronic Mail (E-mail) from the Trustees calling upon him to desist from such infringement, thereafter a final warning from the Trustees in the form of a SMS or e-mail will be send. Thereafter the Trustees through the Managing Agent shall be entitled to impose upon such occupant a penalty of **R1500.00**, which amount may be a smaller amount as set out in house and conduct rules.
- 18.3 Parking infringements for Annlin 99 refer to section 2.2.
- 18.4. Noise will be dealt with as follows:

- 18.4.1 First complaint warning,
- 18.4.2 Second complaint R 800 and will increase with R 250.00 until the problem is successfully resolved.

- 18.5 Any penalty imposed in terms of this Rules shall be payable by the occupant concerned to the Body Corporate on demand.

- 18.6 A penalty of R200.00 will be charged to an owner for the violation Rule 3.2 regarding washing and will increase with R 200-00 each time it reoccur.

- 18.7 The imposition of any penalty in terms of this rules or any other rule shall be without prejudice to, and shall not have an effect on and shall be in addition to any other rights available to the Body Corporate by law, and in particular its rights to apply for an order compelling any owner or occupant to comply with the provisions of these Rules or desist from infringing same.

- 18.8 If the Trustees of the Body Corporate through their Managing Agent instruct an attorney in connection with or arising out of an infringement by any occupant of any of the provisions stipulated in these Rules, such owner or occupant shall be liable to reimburse the Body Corporate on demand for all its legal costs incurred in respect thereof on an attorney and client basis.

- 18.9 With effect from 1 June each year every penalty referred to in these Rules shall be increased by 10% including the maximum penalty referred to in clause 20.1 above.

19 ENFORCEMENT OF THE AMOUNT PAYABLE

Any amount/s payable to the Body Corporate in terms of these Rules shall be deemed to be an additional levy in respect of such owner's unit and the payment thereof shall be enforceable as provided for in Rule 22 below.

20 PAYMENT OF LEVY

20.1 Payment of levies in full, including additional levies, together with any other charges will be payable to the Managing Agent by no later than the 7th of that month. Payment can be made directly to the Managing Agent in terms of the owners' monthly statements.

20.2 If payment -

20.2.1 is received after the 1st day of the month, interest will be charged on all outstanding amounts at a rate set by managing agent of Annlin 99 per annum or at such other rate as is determined by the Trustees from time to time;

20.2.2 In full, including any outstanding penalty, has not been received by the 1st of the 2nd month, all services to the unit concerned including electricity, will be suspended and the account will be handed to attorneys without further notice.

20.3 All amounts received from an owner in respect of the unit will be apportioned firstly in payment of levy, secondly in payment of electricity and thirdly in payment of outstanding fines.

20.4 Electricity cut off pursuant to the foregoing will not be reinstated until all amounts owing plus a disconnection and reconnection fee at the applicable rates at the time, are paid in full.

20.5 In the event of a cheque being returned marked "returned to drawer" the person to whose account the cheque relates will be liable for the service fee charged by the banks, currently R100.00, which will be reflected in the owners following month's account.

21 SUNDRY PROVISIONS

Without in any way derogating from the generality of the foregoing Rules and in addition thereof:

21.1 The Trustees shall have the right to take any reasonable action they deem fit, to prevent any infringement of these Rules.

21.2 Cigarette ends and other objects may not be thrown from any windows, stoeps or patios on to the gardens or on to the common property. A penalty of R350-00 will be charge to an owner or in case of a tenant or visitor to the relevant owner of the unit been rent or visited.

- 21.3 Common Property and garden areas are to be kept neat and tidy at all times.
- 21.4 Residents may not in the discretion of the Trustees bring any dangerous animal, material or articles on to the common property.
- 21.5 Residents may not discharge firearms, pellet guns, catapults or bows, arrows or fire works such as fire crackers of any description on the property.
- 21.6 No stones or other solid object shall be thrown onto the common property.
- 21.7 Common property fixtures such as lights may not be tampered with in any way whatsoever.
- 21.8 The following procedures and practical measures to deal with disputes are as follows:
 - 21.8.1 Before complaining, residents should consult the Conduct Rules to establish whether the grounds for the complaint are reasonable.
 - 21.8.2 Complaints by one resident against another should, in the first instance, be the subject of polite personal communication by both parties. Experience has shown that there are few complaints which, given politeness from all parties, cannot amicably be resolved.
 - 21.8.3 In the event that a dispute cannot be settled as suggested in Rule 21.8.2 it is suggested that it be referred in writing to the Managing Agent before proceeding any further.
 - 21.8.4 The Body Corporate shall not be responsible for any loss, damage or accident that may occur on the common property or in any section, or arising from the use of any facilities provided at the complex.

22 LETTING AND SELLING OF UNITS

- 22.1 All owners wanting to let or sell their respective units in Annlin 99 shall notify the Managing Agent of their intention to do so, as soon as possible.
- 22.2 No owner or tenant will be allowed to move in or receive gate remotes if the necessary documentation has not being released and signed by the Managing Agent, read with the Rules and Regulations of the home owner Association.
- 22.3 Due to security reasons new occupants will only be allowed to move in between 09:00 and 17:00 on Monday to Friday and Saturdays between 09:00 and 18:00. Moving in will be allowed on Sundays between 09:00-13:00.
- 22.4 The occupant who intends to vacate his unit at Annlin 99 shall inform the Management Agent prior to vacating. No resident will be allowed to leave Annlin 99 if all requirements relating to documentation is not complied with.

- 22.5 It is the responsibility of the new owner or tenant to take note of Annlin Conduct Rules before occupation of a unit.

23 INTERPRETATION

- 23.1 The headings contained in these Rules are for convenience only and shall not affect the interpretation thereof.
- 23.2 Should any provision of these Rules be invalid and/or unenforceable, such provision is severable from the rest of these Rules and shall not affect the validity and enforceability thereof.