

HELDERFONTEIN

MEANDER

LIFESTYLE APARTMENTS

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Rules

This document is available on www.houss.co.za

RULES

These Rules have been established by the Landlord and issued to each Tenant.

IT IS IMPORTANT FOR A BASIC UNDERSTANDING OF THE OPERATION OF THE COMPLEX/DEVELOPMENT THAT EVERY TENANT IS THOROUGHLY FAMILIAR WITH ALL THE INFORMATION CONTAINED HEREIN.

The tenant undertakes to comply with the contents of the Rules in its entirety, which forms part of the lease agreement concluded with the landlord.

USEFUL TELEPHONE NUMBERS

Complex Manager	Muziwandile Bhengu Tel: 067 592 4401 E-mail: muziwandile@houss.co.za
Accounts and Administration	Tel: 011 300 8702
Landlord	Waterfall Sheds (Pty) Ltd Tel: 011 300 8702
Complex Security Gatehouse Aragon Security Cell	 Tel: 010 022 0105 Tel: 082 870 6945
Emergencies	Tel: 10111 112 (from mobile phone)
SA Police Service	Tel: 011 875 9600 011 464 6300 10111
Fire Brigade	Tel: 011 375 5911 10177
Ambulance Service	Tel: 082 911 082 124 10177

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1. DEFINITIONS

For purpose of the Rules and with regard to the use of amongst others the common facilities, the following definitions shall apply:

- "**accompanied guest**" - means a guest in the company of a tenant;
- "**common facilities**" – means all facilities which form part of the complex, intended for the shared use of all tenants in the complex, which may include all or any of a clubhouse, gate house, gym, swimming pool, padel court and such additional facilities (whichever may find application in the complex) as the landlord or developer may determine from time to time;
- "**common property**" – means any part of the complex, including the road servitudes as well as park erven zoned as private open space, intended for the benefit of all tenants;
- "**complex**" – means Helderfontein Meander Lifestyle Apartments situated within the township known as Riverside View Extension 106;
- "**council**" – means the local authority having jurisdiction over the complex;
- "**developer"** – means Century Property Construction Proprietary Limited, Registration Number: 2014/154881/07, or any other subsidiary, related entity or person (as herein defined), and includes its successors in title and assigns;
- "**employee**" – means domestic staff and nannies, excluding contractors and construction workers;
- **"exclusive use areas"** - means those areas of the common property which are intended for the exclusive use by a tenant of a specific unit (e.g. enclosed gardens in respect of ground floor units and allocated parking bays – where applicable);
- **"landlord"** - means Waterfall Sheds Proprietary Limited, Registration Number: 2014/187749/07 (or any other subsidiary, related entity or person, including its successors in title and assigns);
- "**lease agreement**" - means a lease agreement or residential lease agreement concluded between the landlord and the tenant in respect of a unit;
- "**leased premises**" – means a unit;
- "**management**" – means for purposes hereof, the landlord or the managing agent appointed by the landlord;
- "**managing agent**" – means the person appointed by the landlord (including a property practitioner), from time to time, to undertake the management of the complex;
- **"occupier**" – means a guest or house sitter residing in a unit, who remains subject to the terms contained in the lease agreement;
- "**person**" – means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- "**property**" - means the township known as Riverside View Extension 106;
- "**property practitioner**" – means the property practitioner appointed by the landlord governed by amongst others the Property Practitioners Regulatory Authority established under the Property Practitioners Act, 22 of 2019;
- "**Rules**" – means the rules as will more fully appear from this document, as may be amended from time to time;
- "**services**" – means the supply of water, sewerage, refuse removal, electricity, telecommunications, television cables, security, maintenance of common property, garden maintenance and such other utilities or services as are provided by the supplier of services to the complex, from time to time;
- "**tenant**" - means a person or entity who concluded a lease agreement with the landlord; and
- "**unit**" – means a residential unit forming part of the complex and shall include the premises as contemplated in a lease agreement.

2. INTRODUCTION

Welcome to Helderfontein Meander Lifestyle Apartments. We prioritise privacy, comfort and security.

The Landlord's community values include:

- Consideration, tolerance and respect for others;
- Good neighbourly conduct;
- A pleasant and swell-maintained environment; and
- Adherence to these Rules by all residents and visitors.

3. DEVELOPER

Century Property Construction (Pty) Ltd is the developer of the property and the complex.

4. COMPLEX

Helderfontein Meander Lifestyle Apartments' common facilities consist of amongst others, a swimming pool, padel court, play parks, clubhouse, gym, other community facilities, roads and infrastructural services. The complex is enclosed by a solid security wall and electrified fence, with access points controlled through a guarded gate.

5. COUNCIL (Local Authority)

The City of Johannesburg Metropolitan Municipality ("City of Johannesburg") is responsible for the provision of amongst others electricity, water, sewer and refuse. Your electricity and water consumption will be payable to the City of Johannesburg, landlord or a service provider (as the case may be), depending on the metering system applicable at the time and the terms contained in the lease agreement.

6. MANAGEMENT

The complex will be managed by the landlord or the managing agent (as the case may be).

7. SERVICES/FACILITIES

7.1 General

Utility services are provided in good faith by service providers and in the belief that they will be adequate. Every effort is made by the different authorities and departments to provide their services on a continuous non-stop basis. However, no guarantee is, nor can be given that all services will operate fully throughout every 24 hours year in and year out. Outages do occur and such temporary inconveniences do not empower tenants to reduce required payments to the landlord nor claim damages as a result thereof.

7.2 Security

The complex is covered by contracts between a single security company and the landlord. The developer has provided a high level security infrastructure and arrangements namely a security wall with electrified fence, controlled and guarded access gate.

Access into the complex for tenants, registered domestic staff and other authorized persons is by way of biometrics. Approved visitors access the complex by way of a visitor management system (VMS) installed at the guardhouse.

All access to and from the complex must be by way of biometrics or VMS. Special application for temporary access via biometrics (for a limited period) for guests/occupiers legitimately staying with residents may be made by the responsible tenant to the landlord and a non-refundable deposit may be required to be paid to the landlord.

Many individuals besides residents, such as gardeners, delivery personnel and service technicians may need access to the complex. Residents should therefore remain vigilant and uphold security protocols at all times.

Security is a shared responsibility. If you wish security to be maintained to the highest level possible, then the co-operation of every tenant is absolutely essential via strict individual compliance with requirements and via sensible awareness at all times. Tenants must report to security any suspicious or unlawful occurrence immediately it is seen or suspected.

Tenants may not employ unknown casuals and/or other categories of casual workers in the complex, but should they occasionally be required they must be recorded in and out at security, given access via the VMS and escorted by the tenant from and to the gate.

Visitors to the complex will be required to use the pre-clearance function on the VMS to gain access. Where visitors arrive unannounced, the guard will inform the visitor to telephone the tenant/occupier being visited in order to seek a pre-clearance code to allow the visitors access to the complex. In the event the tenants/occupiers not providing a pre-clearance code to the visitor, visitors will, of necessity, have to be declined entrance to the complex.

Security is of paramount importance. Every time security protocol is not followed and regulations broken, it makes it easier for criminals and others to do the same.

The gatehouse will be manned 24 hours per day. The security company is appointed by the landlord.

Security personnel have a difficult and unenviable task. Everyone's support and co-operation are expected. Tenants/occupiers should display a positive and supportive attitude towards the security staff.

Every tenant/occupier must also request visitors to adhere to the security protocol and treat security personnel in a co-operative and courteous manner.

Should the tenant's rental be in arrears, the landlord reserves the right to immediately deactivate biometric access without notice, until all arrear rental is paid. Furthermore, and in such an event, all visitors of the tenant will also be denied access until the said rental is paid.

Every tenant/occupier must also ensure that employees in his or her employ adhere specifically to the security stipulations contained herein. Anyone not adhering to the security regulations will be denied access to the complex.

Domestic staff and others must enter in accordance with the designated security provisions in force at the time of entry.

All or any attempted burglaries, any boundary wall or fence climbing and indeed any act of a suspicious nature must immediately be reported to the security gate.

7.3 Domestic Workers

Every domestic worker prior to being engaged to work in the complex must be registered on the My Estate Life application by the tenant. When a domestic employee is discharged, the tenant shall immediately notify the complex manager to deactivate the My Estate Life profile.

7.4 Garden Maintenance

The complex is laid out to a properly planned and horticulturally designed theme. All common area gardens and open spaces, islands in the roadways, water features and walking trails are maintained by the gardening contractor who is appointed by the landlord.

Maintenance of enclosed gardens will be carried out throughout the complex by a contractor appointed by the landlord. The level of maintenance to enclosed gardens as carried out under the landlord's jurisdiction is of a basic general nature only (if applicable).

It should be noted that trees and shrubs (amongst others) may not be cut down or removed under any circumstances whatsoever without the landlord's prior written consent.

8. RULES

The purpose of these Rules is to promote and protect all tenants' rights to fully enjoy the benefits of amongst others the recreational amenities of the complex. A clear understanding and observance of these Rules is essential to the wellbeing of the tenants/occupiers and smooth operation of the facilities and recreation areas of the complex.

With regard to the interpretation of these Rules, the decision of the landlord is final and binding.

Tenants are reminded that it is their responsibility to ensure that all of their invitees, guests, family members and employees comply with all the Rules and any contravention of the Rules by the aforesaid, shall be deemed to constitute a contravention by the tenant.

It is understood that each tenant will be responsible (financially and otherwise) for the conduct of his/her visitors, guests, family members and employees in the complex at all times.

The Rules (as may be amended from time to time) form an integral part of the lease agreement concluded between the landlord and tenant.

8.1 Good Neighbourliness

Tenants, occupiers and their visitors must respect other residents, buildings, common property and complex facilities.

8.2 Animals, Reptiles and Birds

8.2.1 A tenant and/or occupier of a unit shall not, without the consent in writing of the landlord, which approval may be unreasonably withheld, keep any animal, reptile or bird in a unit (including exclusive use gardens and/or common property). Moreover, any tenant failing to follow the pet approval process on the My Estate Life application, will be notified to remove the pet within 48 (forty eight) hours of becoming aware of the non-compliance and/or transgression.

8.2.2 Slaughtering of animals for any purpose, including religious or cultural practices, is strictly prohibited within the units or anywhere in the complex.

8.2.3 Tenants and occupiers must at all time ensure that their pets do not cause a disturbance to other tenants and ensure that they are contained within the confines of their unit/garden in order to avoid damage to the common property and inconvenience to other tenants and occupiers. The landlord may retract consent for a tenant to keep the animal in the unit should an animal cause disturbance to other tenants and occupiers.

8.2.4 All pets must be on a leash and under the direct control of the tenant or occupier when outside the confines of the unit.

8.2.5 Tenants and occupiers will, at all times, be held responsible for the actions of their pets.

8.2.6 Small breed dogs are restricted to ground floor units only.

8.2.7 Pets that are approved are to be spayed or neutered.

8.2.8 The pet policy is to be adhered to by all tenants and occupiers.

8.3 Landscaping, Gardens and Common Areas

8.3.1 None of the landscaping elements in the complex may be removed or altered without the written consent of the landlord.

8.3.2 No planting of new plants and/or trees in enclosed gardens will be permitted without the written consent of the landlord.

8.3.3 Gardens and plants on the common property are for the enjoyment of all tenants and occupiers, and no willful damage will be tolerated. Moreover, gates of exclusive use garden areas shall remain accessible at all time for the landscaping and maintenance staff. Should a tenant lock their garden gates preventing access to the landscaping or maintenance staff, the tenant will subsequently be liable to pay a call out fee and all costs relating to the work which is to be assigned.

8.3.4 Flowers in the common property gardens (the area outside enclosed gardens) may not be picked.

8.3.5 No wendy houses are permitted in the complex.

8.3.6 Damage to the curbside, traffic signs, lampposts and other road markings will be for the account of the offender or the legal guardians of minors. Payments of such repairs will be levied against the monthly rental account of the tenant responsible for the offender in question, and be payable to the landlord.

8.4 Clubhouse Area, Gym and Padel Court

8.4.1 The clubhouse is specifically subject thereto that only tenants and occupiers with paid up rentals will qualify for use of the clubhouse and other common facilities.

8.4.2 Music may be played in the clubhouse area subject to the following restrictions:

8.4.2.1 the playing of music shall be in the most considerate way possible as not to cause a nuisance to other tenants or occupants;

8.4.2.2 should the stated music be deemed to be causing a nuisance, the offender will be requested to immediately stop the music, failing which he or she may be escorted from the clubhouse area/gym/complex and a fine will be issued without prior notice and/or warning;

8.4.2.3 the playing of music in the clubhouse or surrounding area shall cease at the following times:

- Friday and Saturday: 21h00;
- Monday to Thursday: 20h00;
- Sundays – Music may not be played at the clubhouse or the surrounding area. The clubhouse is also not available for bookings;

8.4.2.4 the clubhouse area and swimming pool shall be vacated and locked by no later than the following times:

- Friday and Saturday: 22h00;
- Sunday to Thursday: 21h00; and

8.4.2.5 the gym operating times are:

- Monday to Friday: 05h00 – 21h00;
- Saturday and Sunday: 06h00 – 18h00.

8.4.2.6 the padel court operating times are:

- Monday to Friday: 06h00 – 20h00;
- Saturday and Sunday: 06h00 – 18h00.

8.4.3 Without exception the use of bicycles, skateboards, roller blades and/or roller skates in the clubhouse and other common property areas (except where specifically permitted) is strictly prohibited.

8.4.4 Should any person fail to adhere to the clubhouse area and swimming pool rules (including the Rules in general), he/she will be immediately escorted from the clubhouse area/gym/complex and a fine will be issued as contemplated in Annexure A.

8.5 Clubhouse and Swimming Pool Area (Rules)

8.5.1 The clubhouse and swimming pool area are for the exclusive use of tenants (with paid up rental accounts) and occupiers of the units only. Guests must be accompanied by a tenant and/or occupier. Discretion must be used by tenants and occupiers with regard to the number of guests to avoid monopolizing the pool area.

8.5.2 Tenants, occupiers and their visitors must leave the clubhouse and swimming pool area clean and tidy after use.

8.5.3 Children under the age of 12 (twelve) years of age must be supervised by a responsible/competent adult who will be accountable for their well-being at all time and no exceptions will be made.

8.5.4 People using the swimming pool must be properly attired in a proper swimming costume. Swimming in underwear and/or in the nude is strictly prohibited.

8.5.5 No diving into the pool is permitted. No running within the enclosed pool area is permitted.

8.5.6 No glass objects or bottles are permitted in the swimming pool area.

8.5.7 No alcohol may be consumed in the swimming pool area.

8.5.8 No illegal substances (including dagga) may be smoked and/or used in the clubhouse, swimming pool area and/or the complex.

8.5.9 The gate to the swimming pool must be kept closed at all times.

8.5.10 No animals or pets are allowed in the swimming pool area.

8.5.11 No loud music is permitted in or around the swimming pool area.

8.5.12 Using the swimming pool area does not give anyone the right to be a nuisance to other people or tenants.

8.5.13 The displayed Waterpark/Swimming Pool Rules (including its terms and conditions) shall be complied with and which are repeated herein as if specifically traversed.

8.6 Gym

8.6.1 The gym is for the exclusive use of tenants (with paid up rental accounts) and occupiers of the units only.

8.6.2 The gym may only be used by residents who have applied for and approved as members of the gym.

8.6.3 No persons under the age of 16 years are allowed in the gym. No persons under the age of 18 are allowed in the gym without competent adult supervision.

8.6.4 People using the gym are required to adhere to the relevant rules applicable to the gym, which specifically includes hygiene issues.

8.6.5 The landlord reserves its rights to withdraw or suspend approval of a person's membership of the gym.

8.7 Refuse Disposal

A tenant and/or occupier of a unit shall-

8.7.1 maintain in a hygienic and dry condition, a receptacle for refuse within his or her unit, his or her exclusive use area or on such part of the common property as may be authorised by the landlord in writing;

8.7.2 ensure that before refuse is placed in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained;

8.7.3 under no circumstances discard refuse and food into the receptacles provided without refuse bags;

8.7.4 not deposit refuse, litter, debris, boxes, furniture and the like on the common property at any time, save as is herein provided;

8.7.5 flatten cardboard boxes and place them in the recycling bins for collection;

8.7.6 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the landlord;

8.7.7 when the refuse has been collected, promptly return such receptacle to his or her unit or other area referred to in Rule 8.7.1; and

8.7.8 take part in any recycling initiative/s set up and/or endorsed by the landlord.

8.8 Sewers and Waste Pipes

Any blockage in sewers and waste pipes which serve one unit only (e.g. within or between a unit and pipes which serves other units) is the responsibility of the tenant of the unit concerned and the cost of clearing the blockage will be for the account of such tenant. Foreign objects such as nappies, newspapers, sanitary towels, toys and the like shall not be flushed down toilets.

8.9 Balconies and Patios

8.9.1 Washing may not be hung over balconies, windows or on any part of the unit visible to other units or from outside the complex. A tenant and/or occupier of a unit shall not erect his or her own washing line(s) which is not approved, in writing, by the landlord. Washing and laundry may be hung on a clothing horse.

8.9.2 No object may be visible or protrude from the building.

8.9.3 No object or refuse of any nature may be thrown from balconies.

8.9.4 Only garden furniture and/or plants may be kept on balconies and patios.

8.9.5 Balconies and patios may not be used as storage space.

8.9.6 Tenants and occupiers must keep balconies and patios tidy at all times, fold away clothing horses and put same inside the unit when not in use.

8.10 Children

8.10.1 Children are subject to the Rules in the same way as adults.

8.10.2 Children under the age of 12 (twelve) years of age must be supervised by a responsible/competent adult (without any exception).

8.10.3 Tenants and occupiers will, at all times, be held responsible for the acts of their children and their visitors' children.

8.10.4 Children are not permitted to play in the road with a ball, ride a bicycle, scooter, push bike, toys and the like.

8.10.5 Children are not permitted to play on the staircases or anywhere near the buildings or near the cars or leave their toys, shoes, clothing items and bicycles lying around anywhere on the common property.

8.10.6 Tenants and occupiers shall properly supervise their children, their children's friends and children of their visitors so that no provision of the Rules is infringed, no nuisance is caused to any tenant and/or occupier, and no damage is caused to the property of any tenant and/or occupier or the common property or any unoccupied unit. Tenants whose children are found to be without adult supervision will immediately be fined and the cancellation/termination of the lease agreement may be considered by the Landlord.

8.11 Staff

8.11.1 Domestic and other staff working in the complex may neither loiter nor congregate on the common property.

8.11.2 All staff is to be registered on the My Estate Life application. Names and identity numbers are to be supplied.

8.11.3 Tenants and occupiers must ensure that their staff are not unduly rowdy at any time, and that they understand and comply with the Rules.

8.11.4 The landlord reserves the right to take steps to refuse access to any employee of a tenant and/or occupier of the complex.

8.11.5 It is the responsibility of the tenant to inform the complex manager and security in writing that a domestic worker (including any other staff member) is no longer in their employment so as to ensure that their access to the complex is cancelled.

8.12 Vehicles

8.12.1 The maximum speed limit in the complex is 20 km per hour.

8.12.2 Vehicles must enter or leave the complex as quietly as possible. No revving of engines, hooting, screeching of tyres or loud music from car radio systems are allowed.

8.12.3 No tenant and/or occupier shall park any vehicle on common property, grass verge or embankment, or permit or allow any vehicle to be parked on common property or block any other vehicles (including the gatehouse), without the prior written consent of the landlord being obtained.

8.12.4 The landlord may cause to be removed or towed away, at the sole risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property (including the gatehouse and surrounding areas), in front of or near a fire hydrant or fire hose, on the grass, in an incorrect parking space, without the landlord's written consent. The landlord shall furthermore be entitled to clamp a wheel of the vehicle in question at the risk and expense of the owner of the vehicle as set out herein, the transgression of which shall attract a fine and be payable prior to the declamping of the vehicle.

8.12.5 Tenants and occupiers of units shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on the common property or in any other way deface the common property. The tenant contravening the provisions hereof will be charged for the clean-up costs.

8.12.6 No repairs to any vehicle are permitted on any portion of the common property or the complex.

8.12.7 No quad bikes or motorbikes are to be ridden on within the complex except when traveling between the tenant's unit and the main gate for purposes of entering and exiting the complex.

8.12.8 Caravans, boats, trailers, quad bikes, trucks (of any tonnage) or any other motorized recreational vehicles are not allowed in the complex and will be removed or towed away at the sole risk and expense of the owner thereof as contemplated in rule 8.12.4.

8.12.9 Parking is subject to the express condition that vehicles are parked at the parker's sole risk and responsibility. The landlord shall not be responsible for any damage (howsoever caused) to person or property in the unit, parking areas, common property and/or the complex.

8.13 Interior of Units

8.13.1 No structural alterations may be made to the interior of units.

8.13.2 A tenant may not affect any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to the unit.

8.13.3 Damage occurring to fixtures and fittings within the unit (e.g. windows, carpets, tiles, built-in cupboards, stoves and the like) will be repaired by the landlord at the tenant's sole cost.

8.14 Damage, Alterations or Additions to the Common Property/Unit

8.14.1 A tenant and/or occupier of a unit shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter a unit or any part of the common property without first obtaining the written consent of the landlord. Should a tenant make any changes to the unit, the tenant will be responsible for the cost to reinstate the unit to the original condition at the time of vacating the unit.

8.14.2 No extensions, alterations or improvements to the exterior of any unit, including awnings and security gates shall be affixed or made. Should any improvement be fitted by the tenant, the tenant will be fully liable for the installation, maintenance and upkeep and for any damage or loss whatsoever to the common property or the unit. No costs will be carried by the landlord. The landlord may at any time remove any such extension, alteration or improvement to the exterior or interior of a unit and subsequently reinstating the unit to its original state, at the tenant's sole cost.

8.14.3 A tenant and/or occupier shall not add to the unit, extend the patio, construct any carport or covering or build any braai on any part of the common property or exclusive use area.

8.14.4 No tenant and/or occupier is allowed to erect their own TV aerials or satellite dishes. The units are equipped with communal aerials and dishes and only these are permitted. Tampering with the TV aerials, wireless network installation or satellite dish is strictly prohibited.

8.14.5 No tenant and/or occupier is allowed to install air conditioning units.

8.14.6 Should any damage of whatsoever nature be caused to the common property (including the unit) by a tenant, his or her guests or employees, the tenant shall be liable to reimburse the landlord for the cost of repairing such damage.

8.14.7 If the landlord instructs a firm of attorneys in connection with or arising out of an infringement by a tenant of the provisions of the Rules, the tenant shall be liable to reimburse the landlord on demand for all legal costs incurred in respect thereof and on a scale as between attorney-and-own-client.

8.15 DSTV / Top TV / DTTV / SABC and Internet Services/WiFi (where applicable)

8.15.1 Should a tenant be in arrears with rental or other raised charges, apart from the tenants that have an agreed payment plan, the landlord will disconnect and/or suspend any of the services referred to herein above to all those units on the 5th day of every month and should the 5th fall on the weekend or public holiday, then the next working day, as the said services are provided free of charge at no cost, conditional upon the timeous payment of the rental (including all other charges in terms of the agreement) and may therefore be legally suspended in the event of non-payment.

8.15.2 A re-connection fee of R500,00 is applicable. Once payment has been made of the outstanding rental, charges and the reconnection fee, and the proof of payment has been e-mailed to the landlord, then only will the landlord attend to re-connect the unit(s).

8.15.3 Should anyone tamper with the box to reconnect their unit, other than the landlord, a fine of R5 000,00 will be levied on that unit's account, which shall remain subject to the provisions contained in Annexure A.

8.15.4 Should a tenant damage and/or remove the DSTV and internet equipment installed in the unit, the tenant will be liable for the cost to reinstate or replace it.

8.16 Exclusive Use Areas (where applicable)

8.16.1 No wendy houses, sheds, zozo huts, jungle gyms, gazebos, boats, caravans, vehicle relics to be erected or stored at any time except with the written consent of the landlord.

8.16.2 Exclusive use areas are to be kept in a tidy and in a hygienic condition at all times.

8.16.3 Exclusive use areas include enclosed gardens, patios and allocated parking bays (where applicable).

8.17 Appearance from Outside

The tenant and/or occupier of a unit used for residential purposes shall not place or do anything on any part of the common property, including balconies, patios and gardens which, in the discretion of the landlord, is aesthetically displeasing or undesirable when viewed from the outside of the unit. The tenant and/or occupier shall further ensure that the inside lining of curtains which is visible from the exterior, shall be white in colour.

8.18 Fire Protection

8.18.1 Electricity Supply

Under no circumstances may tenants or occupiers tamper with or have work done on the electrical apparatus that serves the common property (including any unit). Any electrical faults detected on the common property (including any unit) must be reported to the landlord.

8.18.2 Electrical and Gas Apparatus in Units

Fans, heaters, stoves, kettles, lights and other household appliances must be checked regularly and maintained by the tenant and when necessary, be repaired by a registered technician. Appliances should be used under supervision and not left on unnecessarily. After switching off at the sockets, plugs should be pulled out where possible when not in use. All plumbing and electrical work shall only be affected by qualified licensed and registered workmen appointed by the landlord.

8.18.3 Open Fires and Braais

Only gas braais are permitted in exclusive use garden areas. No open fires are permitted on any part of the complex, except for designated areas where braai facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children. It is strictly prohibited to throw cigarette stubs out of windows or over balconies; this could start a fire. All inflammable liquids must be kept in a safe place.

8.18.4 Fire Hose /Extinguishers

8.18.4.1 The use of fire hydrants or fire hose reels to wash cars is not permitted under any circumstances. These have been installed to deal with fire emergencies. Abuse of this equipment is not only inconsiderate but against council by-laws and therefore illegal. Any contravention will lead to a fine being imposed as set out in rule 8.18.4.2.

8.18.4.2 It is strictly prohibited to use the fire hose reel for gardening or domestic purposes or for any other purpose whatsoever, other than to extinguish fires. Any perpetrator will be subjected to a fine of R2 000,00 per occurrence, remaining subject to the provisions contained in Annexure A.

8.18.4.3 Tenants and occupiers or visitors may not park in front of or near a fire hydrant or fire hose at any time.

8.19 Pathways and Driveways

8.19.1 It is not permitted to ride bicycles, roller skates or skateboards, or play games of whatsoever nature on the roads, paths or on the driveways.

8.19.2 Nor may bicycles, roller skates, skateboards or any other paraphernalia be left on any part of the common property, other than provided for. Roadways and walkways must at all times be kept clear. These areas shall not be used by the tenants, occupiers or their visitors for playing ball or any other games, or for picnics or braais.

8.19.3 Tenants, occupiers and/or their visitors may not congregate on the common property, in the roadways, walkways or in the parking areas.

8.20 Noise

8.20.1 Human noise, pets noise or the use of radio's, TV's, musical instruments and other sound producing devices shall not be made in such a manner as to interfere with any tenant's enjoyment of his or her unit or of the common property at any time.

8.20.2 Automobile hooters and alarms shall not be sounded on the common property at any given time, nor any loud music / radio or any other sound producing devices.

8.20.3 Silence must be maintained as follows:

8.20.3.1 Friday and Saturday: between 22h00 and 9h00; and
8.20.3.2 Sunday to Thursday: between 20h00 and 7h30.

8.20.4 Excessive noise is not permitted at any time. Residents must ensure that noise levels do not disturb others and must reduce noise immediately if required.

8.20.5 Tenants and occupiers are advised that should they breach these Rules, a fine will be imposed and raised against the tenant's rental account.

8.20.6 Pets of tenants, occupiers and/or their visitors which cause a noise disturbance at any time during the day or night will result in a fine being imposed and raised against the tenant's rental account (see Annexure A).

8.21 Signs and Notices

No tenant and/or occupier of a unit, used for residential purposes, shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of a unit, so as to be visible from outside the unit, without the written consent of the landlord first having being obtained.

8.22 Littering

A tenant and/or occupier of a unit shall not deposit, throw, permit or allow be depositing or throwing, on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

8.23 Laundry

A tenant and/or occupier of a unit shall not, without the consent in writing of the landlord, erect his or her own washing lines, nor hang any washing or laundry or any other items on any part of the building or the common property so as to be visible from outside the buildings or from any other units.

8.24 Storage of Inflammable Material and other Dangerous Acts

8.24.1 A tenant and/or occupier 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 landlord on any insurance policy.

8.24.2 The setting off of fireworks is strictly prohibited in the complex.

8.24.3 The use of firearms for recreational purposes other than self-defense or emergencies will be met with criminal charges. In addition thereto, the perpetrator will be fined a minimum of R10 000,00, remaining subject to the provisions contained in Annexure A. Non-payment may result in legal action being instituted to obtain an eviction order.

8.24.4 No weapons, firearms, pellet guns, catapults or bows and arrows (including a similar projectile) may be discharged on or over the complex.

8.24.5 No stones or other solid objects may be thrown in the complex.

8.25 Renting of Units

8.25.1 All tenants of units and other persons granted rights of occupancy are obliged to comply with the Rules, despite other provisions to the contrary contained in any lease or any grant of rights of occupancy.

8.25.2 Only 2 people per bedroom are allowed to reside on a permanent basis in the leased premises, with a maximum of:

8.25.2.1 1 bed – 2 adults;
8.25.2.2 2 bed – 2 adults and 2 children (under 18 years); and
8.25.2.3 3 bed – 3 adults and 3 children (under 18 years).

Any increase in the number of people shall however be subject to the prior written consent being obtained of the landlord, who shall be allowed to unreasonably withhold such consent.

8.25.3 Furthermore, a maximum of 1 (one) vehicle per 1 and 2 bedroom unit, and 2 (two) vehicles per 3 bedroom unit will be permitted, which vehicles must be registered on the Helderfontein Meander Lifestyle Apartments Register and be parked in the designated parking bays for that unit only. Additional parking can be rented at an extra charge of R200,00 (Two Hundred Rand) (including VAT) per month per bay (only if available), and which may vary from time to time.

8.26 Eradication of Pests

8.26.1 A tenant shall keep his or her unit free of all pests, including, but not limited to rats, ants, borer and other wood destroying insects and to this end shall permit the landlord, managing agent and their duly authorised agents or employees, to enter upon his or her unit from time to time for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating of any such pests as may be found within the unit, replacement of any woodwork or other material forming part of such unit which may be damaged by any such pests shall be borne by the tenant.

8.26.2 The tenant may employ the services of a preferred service provider to eradicate his/her unit of all pests as contemplated in the rule 8.26.1, however it remains the responsibility of the tenant to ensure due compliance.

8.27 Business Practices

8.27.1 No tenant and/or occupier of a unit shall place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or a unit, so as to be visible from outside the unit, without the written consent of the landlord first having been obtained as regulated by the council by-laws.

8.27.2 Hawkers will not be allowed into the complex at any time.

8.27.3 A tenant shall not use his or her unit or allow his or her unit to be used for any purpose that is injurious to the reputation of the complex, other tenants, occupiers and/or visitors.

8.27.4 No business, profession or trade may be conducted in any unit or on the common property except with the prior written consent of the landlord. Operating an Airbnb or similar business (use) in or from the leased premises is strictly prohibited.

8.27.5 Unless the written consent of the landlord is first obtained-

8.27.5.1 no auctions, garage, car-boot or jumble sales may be held; and

8.27.5.2 no advertisements or publicity material may be exhibited or distributed,

on the common property, the complex or in a unit.

8.28 Loss, Damage or Injury

8.28.1 The landlord, its directors, shareholders, members, employees, agents, representatives and/or appointees are not responsible for any loss, damage or injury/fatality (howsoever caused) that may be suffered or incurred within the individual units, the common areas/property or the complex by any tenant, occupier, staff and/or visitors.

8.28.2 Tenants are not covered for the contents in their respective units by the insurance policy of the landlord in respect of the building/complex, and are therefore advised to obtain separate insurance cover (which shall equally apply to any other assets of the tenant in the complex, including any motor vehicle).

8.29 Contravention of Laws and Rules

8.29.1 If, as a result of a breach by a tenant of the Rules or any other obligation(s) to the landlord, the landlord may instruct an attorney to initiate court proceedings against the defaulting tenant, who shall be liable for all costs and charges of whatsoever nature, incurred by the landlord, on an attorney-and-own-client scale, as a result of such proceedings.

8.29.2 Tenants and occupiers shall not contravene or permit the contravention of any law, by-law, ordinance, proclamation, statutory regulation or the conditions of any license relating to or affecting the occupation of the complex or the carrying on of business in the complex or the conditions of title applicable to their unit or any other unit.

8.29.3 The landlord shall be entitled to apply the Rules consistently and dispassionately. However, the complex's management or duly authorised representative of the landlord may exercise their collective discretion in applying the Rules, if it would be reasonable, fair and just to do so.

8.30 Payment of Rental and Amenities

8.30.1 Payment in full of rental and charges must be received by the landlord by no later than the first day of each month.

8.30.2 Interest is payable on late payment at a rate determined by the landlord from time to time.

8.30.3 Any account older than 7 days will have legal action instituted against them for the recovery of all outstanding debt and the costs of the legal action will be for the account of the tenant.

8.30.4 The landlord reserves the right to disconnect the services to any unit and/or restrict access to common property (e.g. the gym, restaurant and the like) if the account of a unit is over 5 days in arrears and the landlord (including its directors, shareholders, members, employees, agents, representatives and/or appointees) shall not be liable for any damage resulting from the disconnection and/or reconnection.

8.30.5 Disconnection and reconnection fees for services to any unit will be billed to the account in question.

8.30.6 The landlord reserves the right to restrict vehicular access in the complex by a tenant and/or occupier if the tenant and/or occupier's rental account is more than 5 days in arrears.

8.31 General

8.31.1 The landlord shall have the right to take any action deemed fit to prevent any infringement of the Rules.

8.31.2 The landlord reserves the right to take steps to refuse access of any visitor of a tenant and/or occupier of the complex.

8.31.3 No alcohol may be consumed anywhere on the common property, nor may any illegal substance (which shall deem to include dagga / marijuana) be smoked, used or consumed anywhere on the common property or a unit.

8.31.4 No activity or hobby that could cause aggravation, nuisance or a security risk to fellow tenants is allowed.

8.31.5 Tail gating shall under no circumstances be permitted and the security will subsequently be entitled to immediately escort any such vehicle together with its occupants off the complex.

8.31.6 The smoking of marijuana / dagga should not affect any other residents or the enjoyment of their unit and should a tenant be in breach, a fine will be issued and enforced without further notice.

8.31.7 Marijuana/dagga may not be grown and/or used on any part of the common property/complex/unit.

8.31.8 The fining structure applicable to the complex is annexed hereto as Annexure A, the contents of which are to be incorporated herein by reference. The landlord is authorised to levy and enforce the fines as set out in Annexure A in addition to any other rights the landlord may have herein or in law, including its remedies contained in the lease agreement concluded with the tenant.

9. PARKING

9.1 The monthly rental includes a separate charge for parking and it is subsequently agreed by the parties that the tenant shall not be entitled to enter the complex's parking area and/or park the tenant's vehicle(s) in or on the complex:

9.1.1 unless the vehicle(s) has/have been registered on the complex's security system; and

9.1.2 for the duration of any period of non-payment.

9.2 If the tenant and for the duration of the period of non-payment as referred to in Rule 9.1 above, parks the tenant's vehicle(s) in or on the complex, the landlord will be entitled to restrict access of such vehicle to the complex or clamp the wheel of the vehicle(s) which shall only be removed upon:

9.2.1 the receipt of the tenant's written undertaking to immediately remove the vehicle(s) from the complex until the charge in respect of parking has been paid in full; and

9.2.2 the payment of a fine which shall be the greater of R2 000,00 (Two Thousand Rand) or as stated in the Rules/Annexure A.

9.3 The tenant may not park, nor allow anyone else to park, any vehicle on any driveway or grounds of the common property or the complex except in the tenant's own garage or special parking area or in an area specially set aside for parking.

9.4 The tenant will not obstruct any driveway or other part of the common property / complex (including the gatehouse), and trailers may only be parked in a designated trailer parking area.

9.5 Subject to Rules 9.1 and 9.2, a tenant's failure to timeously pay the monthly rental (or any part thereof) may lead to the landlord denying/refusing the tenant (or any other visitor or occupier of a unit) vehicle access to the parking area/parking bay/complex (security access point / gatehouse).

10. SEVERABILITY

Each and every provision of the Rules shall be deemed to be separate and severable from the remaining provisions of the Rules. If any of the provisions of the Rules is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of the Rules shall be and remain of full force and effect.

11. SPECIFIC GUIDELINES

11.1 Maintenance

11.1.1 Common property: Gate houses, gates, perimeter fence and community facility buildings are all maintained by the landlord.

11.1.2 Individual units: The maintenance of a unit externally including all railings, fencing and roof is the responsibility of the landlord, however it is expected of all tenants to maintain the interior of their units to the high standard expected in the complex. In the case of default, the landlord at its discretion may order a contractor to carry out suitable maintenance and charge the tenant accordingly.

11.2 Household/Appliance Repairs/Light Bulbs

11.2.1 General repair of appliances in a unit is the responsibility of the tenant. Appliances which form part of an appliance package as set out in the addendum (appliances) will be subject to the terms therein contained (if applicable).

11.2.2 Despite other provisions that may be contained in the lease agreement or otherwise, faulty light bulbs shall immediately be reported to the maintenance team of the landlord who will replace the light bulbs at the tenant's cost. All tenants are prohibited from replacing light bulbs, the contravention of which will result in a fine being levied on the rental account.

12. LEGAL ASPECTS

12.1 Indemnity

12.1.1 The landlord (including its directors, shareholders, members, employees, agents, representatives, appointees, sub-contractors' employees or staff) shall not be liable to any tenant for any injury/fatality or damage of any description which the tenant, his or her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the tenant and/or occupier may sustain physically to his or her property, directly or indirectly, in or about the common property or individual unit or in or about the parking bays or in or about any part of the complex and/or grounds in which the common property or units are situated or for any act done or any negligence (without any restriction whatsoever) on the part of the landlord or any employees, servants or agents of the landlord. Neither the landlord, nor the managing agent or duly authorised representative of the landlord accept any responsibility or liability whatsoever in respect of the receipt or non-receipt and delivery or non-delivery goods, postal matters or correspondence.

12.1.2 The landlord and developer (including its directors, shareholders, members, employees, agents, representatives, appointees, sub-contractors' employees or staff) shall not be liable under any circumstances for illness or death, whether arising from negligence or any other cause whatsoever, which is suffered by the tenant or occupier (including his/her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the tenant or occupier) resulting from contracting Covid-19 (including any similar, other variant or disease) whilst in the complex, common

property and/or a unit. It remains the tenant or occupier's (including his/her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the tenant or occupier) responsibility to fully comply with the regulations issued by the South African Government under the Disaster Management Act, 57 of 2002 (or similar legislation) relating to amongst others social distancing, wearing of masks, washing of hands and the like. If the tenant or occupier (including any occupant) contracts Covid-19 (including any similar, other variant or disease), he or she shall immediately contact the complex's management, the National Institute for Communicable Diseases helpline (0861 322 322) and self-isolate (alternatively isolate in any facility as may be directed by the relevant authorities).

12.2 Open Spaces

All open spaces as indicated on the layout shall be maintained by the landlord for the use, benefit and enjoyment of all the tenants within the complex. This however does not override any of the conditions and/or regulations contained herein.

12.3 Use of Roads and Open Spaces

Each tenant is hereby granted an irrevocable, non-exclusive right to use the roads and open spaces subject to the provisions of this document and all rules promulgated by the landlord from time to time. It is solely for tenants, their family members and guests. It is not for the benefit of members of the public at large, and terminates automatically upon a tenant no longer renting a unit from the landlord. In the event of a company, corporation, partnership, trust or other such entity being a tenant, then such entity shall file with the landlord a certificate duly executed by such entity designating one family, who shall have the benefit of such use in respect of the unit, internal roads, common areas and the like.

12.4 Management of Roads and Common Areas

Roads will be the responsibility of the landlord. Subject to the aforementioned, the landlord shall exercise all rights on the open spaces including, without limitation the right to reserve or grant further servitudes upon or under any part of the open spaces and the landlord shall administer, manage, operate, maintain, repair and replace as necessary all of the open spaces as well as any improvements thereupon. The landlord may promulgate further rules and regulations (including amendments thereto) and can hereafter modify, alter or amend any rules and regulations with regard to the enjoyment of the open spaces, common property and the like.

12.5 Reconstruction of Improvements

The landlord will promptly repair and reconstruct damaged improvements on open spaces in accordance with the manner in which such improvements were originally constructed immediately prior to such damage.

12.6 Termination, Cancellation, Abandoning and/or Vacating of Units

12.6.1 If the tenant elects to terminate or cancel the lease agreement and the tenant gives the landlord less than 1 (one) calendar month's written notice that it terminates or cancels the lease agreement during or after the lease period, the tenant shall pay to the landlord a once off short notice charge alternatively penalty equal to 1 (one) month's rental. The payment of the once off short notice charge (which shall be deemed to constitute a reasonable cancellation penalty fee as contemplated in Section 14 of the Consumer Protection Act, 68 of 2008) shall not affect any other rights which the landlord may have against the tenant as a result of the said termination or cancellation and with specific reference to the landlord's claim for amongst others the loss of rental in respect of the remainder of the period until the termination date of the lease agreement.

12.6.2 The tenant acknowledges that all movable property within the unit is subject to a general lien in favour of the landlord for unpaid rent or other amounts due. Apart from the landlord's right to institute legal action against the tenant to recover arrear rental and ancillary charges as set out in the lease agreement read in conjunction with the Rules, should the tenant abandon or vacate the unit, at the sole discretion of the landlord, the landlord may enter the unit using such force as is necessary with a witness and make an inventory of all moveable assets in the unit and take possession of such moveable assets (including the right to remove same) in the landlord's sole discretion and will be entitled to do any one or more of the following:

12.6.2.1 without further notice or demand, cancel the lease agreement (on notice to the tenant to that effect) and without limiting the landlord's rights to claim any arrear monthly rental and/or other amounts, payable to the landlord and claim and recover from the tenant such damages as may be suffered in consequence of such breach and/or cancellation;

12.6.2.2 sell the moveable assets by private arrangement or public auction to defray amongst others any unpaid rentals, or costs associated with collection of fees and/or costs associated with the disposal of the moveable assets; and/or

12.6.2.3 dispose of the goods in any other reasonable manner as the landlord sees fit.

12.6.3 Whenever it is necessary in terms hereof, and at the landlord's sole discretion, to determine the market value of the moveable assets and at the landlord's sole discretion, such value shall be determined at the expense of the tenant by an appraiser appointed by the landlord, whose valuation shall be final and binding on the tenant.

12.6.4 If any money is recovered from the sale or disposal of the moveable assets, the proceeds shall be applied as follows:

12.6.4.1 firstly, to pay the costs of and associated with the sale or disposal of the moveable assets (including the cost incurred with respect to any valuation, legal costs, collection fees and as may in any other manner have been incurred by the landlord by exercising its rights and/or enforcing its remedies in terms of the lease agreement or at law);

12.6.4.2 secondly, all rental and other fees owed to the landlord and any other costs incurred by the landlord in connection with re-entering the unit, storage (at a cost of R4 000,00 per month, including VAT, as set out in the lease agreement) and selling or disposing of the moveable assets; and

12.6.4.3 Thirdly, any excess will be paid to the tenant without interest.

12.6.5 The landlord in the circumstances shall be deemed to have been irrevocably authorised to transfer ownership of the moveable assets to any third party purchaser on the sale or disposal of the moveable assets.

12.6.6 The tenant irrevocably indemnifies the landlord (including its directors, shareholders, members, employees, agents, representatives, appointees, staff and/or the property practitioner) against any claim of whatever nature which may be instituted against the landlord as a result of the entry into the unit, storage, the sale or disposal of the moveable assets as contemplated herein (Rule 12, read in conjunction with the remainder of the Rules).

12.7 Political Prohibition, Fraternisation and Intimidation

12.7.1 Tenants and their visitors are prohibited from engaging in political activities, including lobbying, campaigning or organizing events within the complex during their tenancy. Any association with a political party to amongst others engage the landlord whilst in occupation of the leased premises/unit in the complex will deem to constitute a breach of the lease agreement and upon which the landlord may immediately without notice terminate the said agreement resulting in the immediate eviction of the tenant (including all other occupants) from the leased premises/unit.

12.7.2 Tenants may not:

12.7.2.1 fraternise;

12.7.2.2 associate and/or form a coalition (e.g. lobbying, community organizing or advertising);

12.7.2.3 spread false information in respect of amongst others the landlord (including its management company and the property practitioner);

12.7.2.4 target, intimidate, harass, provoke and/or verbally (or physically) abuse or assault staff members of the landlord, management company or the property practitioner;

12.7.2.5 engage in any other unacceptable conduct,

for the purpose of amongst others discrediting the landlord, causing harm, controversy, disagreement, discord and/or conflict within the complex.

12.8 Amendment of the Rules

The landlord reserves the right to amend the Rules, which amendment(s) shall be communicated to all tenants and from which date the amendment(s) shall become enforceable against all tenants, visitors, guests and the like.

12.9 Protection of Personal Information Act, 4 of 2013 ("POPIA")

The tenant hereby consents and authorises the landlord to from time to time:

12.9.1 disclose the content contained in the rental application form for residential property, the lease agreement and any other personal information provided to the landlord for the purposes of any pre-qualification, the conclusion of the lease agreement or otherwise to any other responsible party or person;

12.9.2 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the tenant;

12.9.3 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the tenant to any registered credit bureau or any credit provider (or potential credit provider) (including proscribing the tenant as a result of the non-payment of the rental or other payments under the lease agreement) seeking amongst others a trade reference regarding the tenant's contractual relationship with the landlord;

12.9.4 disclose the indebtedness and non-payment of tenants on any notice board on common property/complex; and

12.9.5 process all personal information and/or special personal information as contemplated in Rules 12.9.1 to 12.9.4 above in accordance with the provisions contained in POPIA.

12.10 Immediate Termination of the Lease Agreement by the Landlord

12.10.1 The landlord may, and despite any other Rule, terminate the lease agreement with immediate effect and demand that the tenant vacate the unit forthwith, within a period of 24 (twenty four) hours from the date of termination in the event that the landlord or the property practitioner becomes aware of the fact that the tenant:

12.10.1.1 is potentially conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997, the Treatment of Substance Abuse Act 70 of 2008, the Medicines and Related Substances Act, 101 of 1965 and/or the Drugs and Drug Trafficking Act, 140 of 1992;

12.10.1.2 is in breach of the provisions contained in the Rules and with specific reference, but not restricted thereto, to a breach of Rule 12.7;

12.10.1.3 verbally or physically abuses staff members of the landlord, management company, security company or Property Practitioner;

12.10.1.4 assaults (or threatens to assault) a staff member of the landlord, management company or security company (including any other person in the complex); or

12.10.1.5 engages in any other unacceptable conduct which at the sole discretion of the landlord warrants the immediate termination of the lease agreement.

12.10.2 In the event that the provisions of Rule 12.10.1 apply, the landlord shall not be obliged to prove the criminal or illegal activity in question.

12.10.3 In the event that the tenant provides the landlord or the property practitioner with incorrect information or documentation during the application process conducted before the conclusion of the lease agreement ("**application process**"), or omits to provide any relevant information or documentation, whether intentionally or in error, the landlord will be entitled to similarly terminate the lease agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the application process form the basis upon which the landlord concludes the lease agreement with the tenant.

13. USEFUL INFORMATION

Landlord

Waterfall Sheds (Pty) Ltd
P O Box 70406
Bryanston
2021
Tel: 011 300 8702

Rental Agents

Name: Joy Paswavariri
Email: joy@houss.co.za
Cell: 066 471 9818

Name: Thato Nkhumise
Email: 063 693 3201
Cell: thato@houss.co.za

Complex Manager

Name: Malcolm Kokota
Email: malcolmk@houss.co.za
Cell: 076 808 8353

Annexure A

FINING STRUCTURE FOR HELDERFONTEIN MEANDER LIFESTYLE APARTMENTS

The below outline the fining structure which will be applied to tenants who do not abide by the Rules.

The landlord is, subject to 1 to 15 below, legally entitled to impose a minimum fine of R500,00 which will be charged against the tenant's rental account, should a tenant and/or occupier (including staff, visitor, guest and/or family member) be in breach of any of the Rules.

Should a tenant and/or occupier in occupation of a unit continue to breach the Rules after the first fine has been charged, the landlord may at its sole and absolute discretion, increase the value of any subsequent fines, all of which will not affect the landlord's right to institute its contractual remedies contained in the lease agreement.

Subject to the Rules, the fines are as follows:

Fines				
		1st offence	**2nd Offence**	**3rd Offence**
1	Excessive noise at any time	Warning	R1 000	R2 000
2	Speeding	R1 000	R2 000	R4 000
-	Revving car in the complex	R1 000	R2 000	R4 000
3	A person gaining access to the complex illegally (but not limited to) (including further offenses)			
-	Walking through the vehicle lane	R1 000	R2 000	R4 000
-	Opening for a visitor with tenant's biometrics	R1 000	R2 000	R4 000
-	Forcefully gaining access to the complex	R2 000	R2 000	R4 000
4	Damages to any part of the complex	R2000 plus damages	R4000 plus damages	
5	Illegal parking other than in a designated parking space	R1 000	R2 000	R4 000
6	Parking on a disabled parking	R2 000	R4 000	
7	Use of the fire hose reel and/or fire extinguisher for any use other than for the use of fighting fires	R2 000	R4 000	Lease cancellation
8	Transgression of any of the conduct rules	R2 000	R4 000	Lease cancellation
9	Unauthorised alterations or additions	R2000 plus costs to reinstate	Lease cancellation	
10	Non-compliance of conditions relating to pets and disturbances caused by pets	Warning	R1 000	R2 000
-	Dogs barking causing a disturbance	Warning	R1 000	R2 000
-	Walking dog/s without a leash	R1 000	R2 000	R4 000
11	Washing/laundry on walls, grass, anywhere on the common property or hanging over balconies	Warning	R1 000	R2 000
12	Littering and dumping of rubbish	R2 000	R4 000	Lease cancellation
13	Ignorance to signs and warnings – any transgression of warnings on signage – no warning letter required – fine will be imposed immediately	R2 000	R4 000	Lease cancellation
14	DSTV / Top TV / DTTV / SABC and Internet Services (whichever is applicable) - tampering with the box to reconnect a unit	R5 000	Lease cancellation	
15	Use of firearms (including any other weapon) for recreational purposes or threats against other individuals within the complex	R10 000 and Lease cancellation		

The landlord may at its sole discretion:

- increase or decrease the quantum of the fines recorded above, which will be dependent on the circumstances, frequency and severity of the transgression; and
- waive any issued fines, which shall not constitute a renunciation, exemplar or paradigm.