



HOUSE RULES

ANNEXURE A

The following House Rules will apply:

Interpretation:

1. Headings of paragraphs are for reference purposes only and shall not be used in interpreting the content of the rules.
2. Reference to the one gender shall include reference to the other gender as well.

Application of the House Rules

The provisions of these House Rules shall be binding on the Occupants of any section, and it shall be the duty of the Occupant's to ensure compliance with the rules, including employees, guests, and any member of the Occupant's family.

1 The Use & Enjoyment of the Common Property

- 1.1 The Occupants shall use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other occupants or other persons lawfully on the premises;
- 1.2 The top floor common dining and entertainment area, and the ground floor lobby lounge area:
 - 1.2.1. Common areas be used by all occupants between the hours of 07H00 and 20H00 Monday to Sunday, or any other times as stipulated by the Owner from time to time.
 - 1.2.2. The total number of guests in the common areas shall be restricted to 5 (Five) persons at any time.
 - 1.2.3. No Tenant shall be entitled to have guests on the common property for than 2 (two) hours at a time.
 - 1.2.4. The facilities included are:
 - 1.2.4.1. Swimming pool and deck
 - 1.2.4.2. Braai area

- 1.2.4.3. Kitchen and scullery areas
- 1.2.4.4. Lounge and dining areas
- 1.2.5. No persons shall:
 - 1.2.5.1. Lie down or sleep on the couches provided
 - 1.2.5.2. Eat or drink on the couches provided
 - 1.2.5.3. Dive into the swimming pool
 - 1.2.5.4. Splash in the swimming pool
 - 1.2.5.5. Play ball games in the common areas
 - 1.2.5.6. Smoke in the common areas
 - 1.2.5.7. Play loud music in the common areas
 - 1.2.5.8. Be under the influence of alcohol or drugs in the common areas
- 1.3 The Occupants shall be liable to the Lessor/Owner for all damages suffered as a result of damage to the unit as well as common property, however arising, including by negligence.

2 Appearance of the Building & Common Property Areas

The Occupants shall not:

- 2.1 Install air-conditioning units, aerials, satellite dishes, telephone lines, equipment, or decoration on any part of the common property without first obtaining the written consent from the owner of the property.

- 2.2 Hang washing, linen, carpets, or mats on any part of the buildings, the common property, over balconies, on blinds / windowsills, etc. in the units, on landings or in any such way so as to be visible from outside the buildings or from any other sections.
- 2.3 Store or leave any articles, possessions, refuse, debris, or dirt in any part of the buildings or on the common property other than in his section or in the designated refuse area.
- 2.4 Place, store or do anything on any part of the common property, including balconies, patios, stoeps, storerooms, TV room and parking bays, which, in the discretion of the owners, is aesthetically displeasing or undesirable when viewed from the outside of the section.

3. Vehicular Access & Use

- 3.1 The Occupants shall not exceed a speed limit of 8kph while driving on the common property.
- 3.2 Occupants shall not sound a vehicle hooter on the common property, unless as a warning of imminent danger.
- 3.3 The Occupants shall not do any vehicle cleaning or repairs on the common property.
- 3.4 The Occupants shall not play loud music from their vehicles on any part of the property.

4. Parking

- 4.1 The Occupants shall not park his/her vehicle anywhere on the common property other than in the parking bays allocated to him/her and may under NO CIRCUMSTANCES park his/her vehicles or vehicles belonging to their visitors anywhere else on the property.
- 4.2 Should an Occupant illegally park vehicles on the premises, the Lessor/landlord will be entitled to claim R100/day as a parking fee and the amount will be payable immediately.
- 4.3 The Occupants shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common property or in any other way deface the common property. The Occupant's shall be responsible to clean the common property if they have dirtied or defaced the common property in terms of this rule. If they fail to comply with this rule, the Lessor may have the area cleaned and recover the costs thereof from the Occupants, as if the costs are an expense in terms of provisions of Section 37(1) of the Act.
- 4.4 The Occupants shall not use his or her parking bay other than for the parking of a licensed motor vehicle / motorcycle in working order and shall not permit it to be used in such a manner or for such purposes as are likely to impair the safety of any person legally entitled to be present

at the scheme or impair the appearance or amenity of any other section or common property.

- 4.5 The Occupants shall not use the parking bay which he/she is entitled to use for storage purposes, such as the storage of furniture, building equipment, building material, refuse and rubble.

5. Security, Gates & Doors

- 5.1 The Occupants shall not allow any person access to the scheme, unless such a person is visiting the relevant occupant.
- 5.2 The Occupants shall use the vehicular gate only when they wish to leave or gain access to the scheme with their vehicles. Without derogating from the generality of the foregoing, the vehicular gate shall not be used by occupants wishing to leave or gain access to the scheme on foot.
- 5.3 The Occupants shall ensure that when he/she moves into the section, which necessitates the vehicular gate being left open, he/she shall station a person at the open doors and/or gates to assist in enforcing the provisions of Rule 5.1
- 5.4 The Occupant (or their visitors) shall under no circumstances make use of the fire escape doors to enter / exit the building from the parking area. Should an occupant or their visitors illegally access the building through the fire escape doors, a penalty of R1000.00 will be charged, which will be payable on demand.

6. Nuisance & Noise

- 6.1 The Occupants shall not cause or allow to be caused excessive and/or persistent noise due to or by the use of, inter alia, shouting, hi-fi systems, radio receivers, television sets, musical instruments, loud cellular telephonic discussions, etc.
- 6.2 The Occupants shall not engage in either the teaching or practicing of musical instruments, singing or dancing in either their section or on common property whether professionally or otherwise, if this use of the section or the common property shall cause a nuisance to any occupier of a section.
- 6.3 The use of power tools, hammering, banking, sawing, and cutting is only permitted during the following hours:
Monday to Friday: 08h00 to 13h00 and 14h00 to 17h00.
No work will be allowed on Saturdays, Sundays, and Public Holidays, except in case any emergency repairs need to be done by the Lessor.
- 6.4 The Occupants of units fitted with tiled or wooden floors shall ensure that their furniture is fitted with pads or eliminate noise when such furniture may be moved. This includes furniture used on balconies.
- 6.5 The Occupants shall not allow the run-off of excess water when watering plants on balconies and the repair of any damage caused to common

property or other sections shall be for the cost of the person causing the run-off.

6.6 The Occupants shall not make noise in his section that is clearly audible outside the section at ANY TIME so as to annoy other occupants in the building between 22h00 and 09h00 on weekdays and between midnight and 10h00 on weekends.

6.7 The Occupants shall ensure that all his/her visitors have left the premises by latest 24h00: Monday to Sunday

7. Fire protection and detection equipment

7.1 The Occupants shall not tamper with or use any fire hose extinguisher. This equipment may only be used in the event of a fire.

7.2 The Occupants shall not cover the smoke detectors in any part of the building. A R500 fine will be levied for any interference or setting off of any smoke detectors or fire detection/prevention equipment.

8. Refuse

8.1 The Occupants of a section shall:

8.1.1 Maintain in a hygienic and dry condition, a receptacle for refuse within his section.

8.1.2 Not leave plastic rubbish bags on or any rubbish on the land and any part of the premises.

8.1.3 Remove all big rubbish items from the scheme if these items do not fit into the scheme's refuse bins. This includes any big cardboard containers that cannot be broken down.

8.2 Owners/occupiers are to place refuse in the refuse area on the premises

9. Maintenance of sections

9.1 It will be the responsibility of the occupants to maintain and repair his section in a state of good repair. This includes the regular clearing of the shower / kitchen / toilet drains, which can cause a blockage. Occupants will be responsible to ensure that there is no infestation of cockroaches, etc. in their unit caused by the unit not being kept clean at all times. Should the Lessor find cockroaches, moths, etc. the Lessor will arrange to have the unit fumigated and the occupant will be responsible for the payment of such treatment on demand.

9.2 The occupant agrees access to the Landlord or his representative to do a standard maintenance check on the unit twice per month or as otherwise notified and the Tenant will be notified timeously.

10. Unoccupied Units

If a section is left unoccupied for a period of seven days or more, the occupants shall ensure that the fridges are cleared out and cleaned before going away for an extended period. Should the Occupants not clean out the fridges before departing on holiday or when they move out at the end of their lease, the Lessor will arrange to have this done and the Occupants will be charged R250.00, which will be payable on demand.

11. Pets

- 11.1 No dogs, birds, reptiles, rodents, or any other types of animals are allowed in a section or on the common property.
- 11.2 Occupants shall not feed stray cats.
- 11.3 Visitors to the scheme are not permitted to bring animals or birds either onto the common property or into the building and sections.

12. Braais/Barbecues

The Occupant's shall not make open fire braais or barbecues (gas or otherwise) on balconies or anywhere on the common property, unless in designated area's (if applicable). NB: Ensure that all fires are out completely before leaving this area.

13. Smoking

NO smoking is allowed within the flat/room/building/balcony. No items (including cigarette butts) to be thrown over the balcony or in common areas.

14. Occupation of Units

An occupier will abide by the specifications as indicated in his/her Lease Agreement.

15. Complaints & Communication

The Occupants shall be entitled to submit complaints to The Property Administrator / Student Liaison:

greenpoint@metropole.co.za

They will be available during normal office hours of 08h00-14h00 (Monday to Friday) and after hours/weekends (in case of an emergency). Stephan Germanis can be contacted on 0820681825 for after hours and emergencies.

16. Imposition of Penalties

- 16.1 As a result of a breach or contravention of any of these House Rules, by any subject, the Occupant's will be notified in writing as a warning to desist.

16.2 The Occupant's shall be liable for and pay all legal costs, including costs as between attorney and client, collection commission, expenses and charges incurred by the Lessor in obtaining the recovery of arrear rentals, or any other arrear amounts due and owing by such Occupant to the Landlord in enforcing compliance with these rules, the conduct rules or the Act.

17. Loss or Damage

17.1 The Landlord shall not be held responsible for any loss or damages suffered by any Occupant, caused by any employee or agent, other occupants of the building however arising, including by negligence. It remains the responsibility of The Occupant's to affect his or her own insurance in respect of moveable contents in his or her unit, or on any other part of the common property and motor vehicles.

17.2 In the instance of acts of God, for example severe weather conditions that my result in part of the building, or any structure including electronic gates, to cause damage to any property belonging to the Occupant's, the Lessor shall not be liable for any damages suffered by this person.

17.3 The Guarantor / Occupant agree that if he/she has lost their key/s to the unit that they will pay R200.00 to have the key/keys replaced.

18. Contact Details

The Occupant's will ensure that the Landlord is informed (at all times) of any changes in contact details, including email addresses.

19. Kitchen equipment

The Occupants are only allowed to use this equipment for domestic use.

20. Cleaning Services

The Occupants have to obtain approval by the Landlord for any cleaning service/domestic servants to obtain access to the premises.

21. Visitors

Occupants need to obtain written permission from the Landlord or his representative before 14h00 daily should he/she wish to have a visitor spend the night.

22. Rules regulating property:

The Guarantor / Occupant hereby agrees to adhere to all rules and regulations as stipulated by the Lessor, which might change from time to time.

The Guarantor / Occupant hereby acknowledges that he/they have received Annexure A (House Rules). These rules shall be deemed to be part of this lease and conduct in contravention thereof shall constitute a breach of this lease, which may result in the termination of the lease.

..... SIGNATURE: GUARANTOR:

..... SIGNATURE: OCCUPANT:

..... UNIT NUMBER:

..... DATE