

46 DURBAN ROAD CC

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 Lessee's / Occupants of any section, and it shall be the duty of the Lessee's / Occupants to ensure compliance with the rules, including employees, guests and any member of the Lessee's / Occupant's family.

1 The Use & Enjoyment of the Common Property

- 1.1 The Lessee's / 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 Lessee's / 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 Lessee's / 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, which consent may not be unreasonably withheld.
- 2.2 Hang washing, linen, carpets or mats on any part of the buildings, the common property, over balconies, on blinds / window sills, 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 (situated in the parking area).
- 2.4 Place, store or do anything on any part of the common property, including balconies, patios, stoeps, store rooms, TV room, roof top entertainment area 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 Lessee's / Occupants shall not exceed a speed limit of 8kph while driving on the common property.
- 3.2 The Lessee's / Occupant's shall not sound a vehicle hooter on the common property, unless as a warning of imminent danger.
- 3.3 The Lessee's / Occupant's shall not do any vehicle cleaning or repairs on the common property.
- 3.4 The Lessee's / Occupant's shall not play loud music from their vehicles on any part of the property.

4. Parking

- 4.1 The Lessee's / Occupant's 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 a tenant/lessee 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 Lessee's / Occupant's 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 Lessee's / 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 Lessee's / Occupants, as if the costs are an expense in terms of provisions of Section 37(1) of the Act.
- 4.4 There are no visitors parking bays available on the premises. The Lessee's / Occupant's shall ensure that all visitors to the scheme park outside of 46 Durban Road CC unless the Lessee's / Occupant's makes the parking bay, which he is entitled to use, available to the relevant visitor. If there are available parking bays that a visitor can use, the visitor will pay R20.00/day in advance into the Lessor's bank account for secure parking on the premises.
- 4.5 The Lessee's / Occupant's 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.
- 4.6 The Lessee's / Occupant's 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 Lessee's / Occupant's shall not allow any person access to the scheme, unless such a person is visiting the relevant lessee's / occupant and the tenant has obtained permission from the Landlord or the Landlord's representative before 17h00 on the day that the visitor would like to stay over.

- 5.2 The Lessee's / Occupant's 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 Lessee's / Occupant's 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 Lessee / 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 Lessee's / Occupant's 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 Lessee's / 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 Lessee's / 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 Lessee's / Occupant's 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 Lessee's / Occupant's 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 Lessee's / Occupant's 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 Lessee's / Occupant's 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 Lessee's/ 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 Lessee's / 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.

8.1.4 Owners/occupiers are to place refuse in the refuse room on the premises (situated in the parking area of the building).

9. Maintenance of sections

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 Lessee will be responsible for the payment of such treatment on demand.

The Lessee & Tenant 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 lessee's / occupant's shall ensure that the fridges are cleared out and cleaned before going away for an extended period. Should the Lessee/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 Lessee/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 The Lessee's / 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 Lessee's / 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).

13. Occupation of Units

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

14. Complains & Communication

4.1 The Lessee's / Occupants shall be entitled to submit complaints to Debbie Bailey, Property Administrator / Student Liaison: debbie@46durbanrd.co.za.

She will be available during normal office hours of 08h00-14h00 (Monday to Friday) and after hours/weekends (in case of an emergency). Debbie can be contacted on ☎ 0743304222 for after hours and emergencies. Please Note: All wifi requirements anticipated for after hours or weekends are to be purchased daily before 14h00. Tenants are to ensure that sufficient additional wifi is purchased for weekends.

15. Imposition of Penalties

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

The Lessee's / 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 Lessee / Occupant to the Landlord in enforcing compliance with these rules, the conduct rules or the Act.

16. Loss or Damage

16.1 **The Landlord shall not be held responsible for any loss or damages suffered by any Lessee / Occupant, caused by any employee or agent, other occupants of the building however arising, including by negligence. It remains the responsibility of The Lessee's / 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.**

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

16.3 The Lessee / Tenant 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.

17. Contact Details

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

18. Kitchen equipment

The Lessee's / Occupants are only allowed to use this equipment for domestic use.

19. Cleaning Services

The Lessee's / Occupants have to obtain approval by the Landlord for any cleaning service/domestic servant's to obtain access to the premises.

20. Visitors

Tenants 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. It will be at a cost of R100.00/night, which will be payable prior to the visitor arriving. The Landlord reserves the right to limit visitation. If permission is granted to the tenant, he/she will ensure that he/she will make extra provision for electricity for their visitor during this period and also obtain permission from his/her roommate that they are in agreement to have a visitor stay over. Tenants are limited to having a visitor for a maximum period of 2 nights per month unless the Tenant has obtained written permission from the Lessor and their roommate to extend this period and tenants will be entitled to 1 free night per month for a visitor. This will be at the sole discretion of the Lessor whether this will be allowed or not and for what period.

21. Wifi: Payment & Use

The first 10 Gigs of Wifi are included in the rent. Thereafter the tenant can purchase additional data at a cost of R100.00 per 8 gigs, or R20 per gig.

The Lessee/Tenant authorizes the Landlord/Representative to monitor the Wifi use and should the Landlord feel that the Lessee/Tenant is misusing the Wifi by excessive use; the Landlord will be entitled to deny access to the Wifi connection.

22. Charges by service providers

As per clause 6 of the Lease Agreement, current costs of consumptions (e.g. water, common area, etc.) are R1000 per annum per occupant. This basic charge is paid with the deposit at the beginning of the lease period.

23. Rules Regulating the Rooftop Entertainment Area (5th Floor)

- No smoking in any "grass" area
- No Bubblegum to be eaten in any area on the rooftop
- No items (including cigarette buds) to be thrown over the balcony/rooftop
- Games to be packed back into their boxes before leaving
- All glass & rubbish to be put in bins provided
- **NB: Ensure that all fires are out completely before leaving this area**

Opening & Closing Hours

Monday – Thursday : 07h00 – 22h00

Friday – Saturday : 07h00 – 24h00

Sunday : 07h00 – 21h00

24. Rules regulating property:

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

The Lessee/s hereby acknowledges that he/they have received Annexure A (46 Durban Road CC, 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: LESSEE:

.....

SIGNAGURE: TENANT:

.....

UNIT NUMBER: 19.....

.....

DATE