

THE VILLAS @ WATERFALL

Landlord Rules

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LANDLORD RULES

The landlord rules have been established and are subsequently issued by the landlord to each tenant.

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

The tenant undertakes to comply with the contents of this schedule in its entirety, as it forms part of the agreement of residential lease concluded with the landlord.

USEFUL TELEPHONE NUMBERS

Estate Management	Tel: 010 591 4671
Landlord – Waterfall Residential Developments (Pty) Ltd	Tel: 011 300 8700
Estate Security Main Control Room	Tel: 010 591 4879
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1. DEFINITIONS

For purpose of the landlord 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;
- **“agreement of residential lease”** means an agreement of residential lease concluded between the landlord and a tenant in respect of a unit/property;
- **“common facilities”** means all facilities which form part of the estate and which are intended for the shared use of all tenants in the estate, which may include all or any of a clubhouse, gate house, gym, swimming pool, tennis courts, including such additional facilities (whichever may find application in the estate) as the landlord, developer and/or WCEHOA may determine from time to time;
- **“common property”** means any part of the estate, including the road servitudes as well as park erven zoned as private open space, intended for the benefit of all tenants;
- **“council”** means the local authority having jurisdiction over the estate;
- **“developer”** means Waterfall Golf Estate Proprietary Limited, Registration Number : 2004/034615/07;
- **“employee”** means domestic staff and nannies, excluding contractors and construction workers;
- **“estate”** means Waterfall Country Estate;
- **“exclusive use areas”** means those areas of the common property which are intended for the exclusive use by a tenant of a specific unit (i.e. enclosed gardens in respect of ground floor units and allocated parking bays – if applicable);
- **“landlord”** means Waterfall Golf Estate Proprietary Limited, Registration Number : 2004/034615/07, or any other subsidiary or related person (as herein defined), and includes its successors in title or assigns;
- **“lessor”** means Waterfall Country Estate Wuqf Proprietary Limited, Registration Number : 2004/0131493/07;
- **“management”** means for purposes hereof, the landlord or the managing agent appointed by the landlord;
- **“managing agent”** means the person appointed by the landlord, from time to time, to undertake the management of the estate;
- **“occupier”** means a guest or house sitter who resides in a unit which is subject to an agreement of residential lease;
- **“person”** means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- **“property”** means the townships known as Jukskei View Extensions 41 and 42;
- **“services”** means the supply of water, sewerage, refuse removal, electricity, telecommunications, gas, 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 estate, from time to time;
- **“tenant”** means a person who concluded with the landlord an agreement of residential lease;
- **“unit”** means a residential unit forming part of the estate;
- **“WCEHOA”** means the Waterfall Country Estate Home Owners Association Non Profit Company and includes the lessor, developer and landlord, where and when applicable;
- **“WCEHOA conduct rules”** means the conduct rules (including the memorandum of incorporation) of the WCEHOA from time to time;
- any reference to the singular includes the plural and *vice versa*;
- any reference to natural persons includes legal persons and *vice versa*; and
- any reference to gender includes the other genders.

2. INTRODUCTION

Welcome to the estate where privacy, comfort and security are of paramount importance.

Landlord's value system:

- Consideration, tolerance and respect for others;
- Good neighbourliness;
- Aesthetically pleasing environment; and
- Ethos of adherence to the landlord rules and ensuring that tenants and occupiers do the same.

3. THE DEVELOPER

Waterfall Golf Estate (Pty) Ltd is the developer of the property and subsequently the landlord of all the units in the estate.

4. THE ESTATE

The estate's common facilities consists of amongst others, a swimming pool, play parks, tennis court, walking trails, outdoor fitness equipment, other community facilities, roads and infrastructural services. The estate 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, water, sewer, refuse and electricity. Your electricity consumption will be payable to City of Johannesburg or the landlord, depending on the metering system applicable at the time.

6. MANAGEMENT

The estate will be managed by the landlord or the managing agent.

The WCEHOA is a legally registered association, to which is assigned the managing and running thereof to the benefit of all tenants and residents in the estate. The WCEHOA and its operation are legally bound by its registered memorandum of incorporation, the contents of which are to be incorporated herein by reference.

Apart from the landlord rules as set out herein, tenants, occupiers and their guests shall comply with the WCEHOA conduct rules and the tenants shall remain liable for any transgression of the landlord rules and WCEHOA conduct rules by a tenant, their guests and the like.

7. SERVICES/FACILITIES

7.1 General

Utility services are provided in good faith and in the belief that it 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 it 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.

7.2 Security

The lessor and developer have provided a high level security infrastructure and arrangements including and amongst others, a security wall with electrified fence, controlled and guarded access gate.

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

All access to and from the estate 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.

It must be remembered that there are many persons, other than tenants who, of necessity, have to be on the estate - gardening workers, delivery people, repair servicemen and others. It is therefore obvious that security consciousness should still be maintained 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 through 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 estate, but should they occasionally be required they must be recorded in and out at security, be given access via the VMS and be escorted by the tenant from and to the gate.

Visitors to the estate will be required to use the VMS to gain access. Where visitors arrive unannounced, the guard is under instruction to telephone the tenant/occupier being visited in order to seek permission to allow the visitors access to the estate. In the event of tenants/occupiers not being connected to the VMS, visitors will, of necessity, have to be refused access to the estate.

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.

Security personnel have a difficult and unenviable task. Everyone's support and co-operation is 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 a 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 estate.

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 be reported immediately to the security gate.

7.6 Domestic Workers

Every domestic worker prior to being engaged to work in the estate must be registered by the tenant with security and be activated for biometric access. When a domestic employee is discharged, the tenant must immediately inform the estate manager and security to allow cancellation of the biometric access.

7.7 Garden Maintenance

The estate 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 a gardening contractor.

Maintenance of enclosed gardens within the estate will be carried out by a contractor duly appointed by the landlord.

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

A tenant may only plant additional trees and/or shrubs with the prior approval of the landlord (it is to be noted that the planting list is limited and the placement restricted).

8. LANDLORD RULES AND WCEHOA CONDUCT RULES

The purpose of the landlord rules is to promote and protect all tenants' rights to fully enjoy the benefits of amongst others the recreational amenities of the estate. A clear understanding and observance of the landlord rules are essential to the well-being of the tenants/occupiers and smooth operation of the facilities and recreation areas of the estate.

With regard to the interpretation of the landlord 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 landlord rules.

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

The occupation of the tenant / occupier in terms of the agreement of residential lease shall furthermore be subject to the due compliance of the WCEHOA conduct rules, which are to be incorporated herein by reference.

8.1 Good Neighbourliness

All tenants, occupiers and visitors of tenants or occupiers have a responsibility towards other tenants, all buildings, common property and the equipment of the estate.

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, in exclusive use gardens or in the common property.

8.2.2 No slaughtering of animals, whether for religious, sacrificial or any other purposes is permitted in a unit or on the estate.

8.3 Landscaping / Gardens and Common Gardens

8.3.1 None of the landscaping elements in the estate may be removed or altered without the permission of the landlord.

8.3.2 Gardens and plants on the common property are for the enjoyment of all tenants and occupiers and no willful damage will be tolerated.

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

8.3.4 No wendy houses are permitted on the estate, without the estate management's prior written consent.

8.3.5 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. Payment 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 Refuse Disposal

A tenant and/or occupier of a unit shall-

8.4.1 maintain in an 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;

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

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

- 8.4.4 not deposit refuse, litter, debris, boxes, furniture, etc. on the common property at any time, save as is herein provided;
- 8.4.5 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the landlord;
- 8.4.6 when the refuse has been collected, promptly return such receptacle to his or her unit or other area referred to in paragraph 8.6.1; and
- 8.4.7 be obliged to take part in any recycling initiative/s set up and/or endorsed by the landlord.

8.5 Sewers and Waste Pipes

Any blockage in sewers and waste pipes which serve one unit only, i.e. 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, etc. should not be flushed down toilets.

8.6 Balconies and Patios

- 8.6.1 Washing may not be hung over balconies, on patios, in windows or on any part of the unit visible to other units or from outside the estate. 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 clothes horse.
- 8.6.2 No object may be visible or protrude from the building.
- 8.6.3 No object or refuse of any nature to be thrown from balconies.
- 8.6.4 Only garden furniture, gas braais/barbeques and/or plants may be kept on balconies and patios.
- 8.6.5 Balconies and patios may not be used as storage space.
- 8.6.6 Tenants and occupiers must keep balconies and patios tidy at all times, fold away clothes horses and put same inside the unit when not in use.

8.7 Children

- 8.7.1 Children are subject to the landlord rules in the same way as adults.
- 8.7.2 Tenants and occupiers must supervise and control their children and their visitors' children in order to avoid damage to the common property and cause inconvenience to other tenants and occupiers.
- 8.7.3 Tenants and occupiers will, at all times, be held responsible for the acts of their children and their visitors' children.
- 8.7.4 Children are not permitted to play in the road with a ball, ride a bicycle, scooter, push bike, toys and the like.
- 8.7.5 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.
- 8.7.6 Tenants and occupiers shall properly supervise their children, their children's friends and children of their visitors so that no provision of the landlord rules is infringed, that no nuisance is caused to any tenant and/or occupier, and that no damage is caused to the property of any tenant and/or occupier or to the common property or any unoccupied unit.
- 8.7.7 No children under the age of 12 years is allowed to play anywhere on the common property without the supervision of a competent adult over the age of 18 years.

8.8 Staff

- 8.8.1 Domestic and other staff working at the estate may neither loiter nor congregate on the common property.
- 8.8.2 All staff is to be registered with the security company. Names and identity numbers are to be supplied.
- 8.8.3 Tenants and occupiers must ensure that their staff are not unduly rowdy at any time, and that they understand and comply with the landlord rules.
- 8.8.4 The landlord and estate management reserve the right to take steps to refuse access of any employee of a tenant and/or occupier of the estate.
- 8.8.5 It is the responsibility of the tenant to inform the estate manager and security in writing that a domestic worker is no longer in their employment so as to ensure that their access to the estate is cancelled.

8.9 Vehicles

- 8.9.1 The maximum speed limit within the estate is 30 km per hour.
- 8.9.2 Vehicles must enter or leave the estate as quietly as possible. No revving of engines, hooting, screeching of tyres or loud music from car radio systems is allowed.
- 8.9.3 No tenant and/or occupier shall park or stand any vehicle upon the common property, grass verge or embankment, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the landlord in writing.
- 8.9.4 The landlord may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property without the landlord written consent.
- 8.9.5 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.
- 8.9.6 No tenant and/or occupier shall be permitted to dismantle or affect major repairs to any vehicle on any portion of the common property, an exclusive use area or in a unit.
- 8.9.7 No quad bikes or motorbikes are to be ridden on the walking trails or within the estate except when traveling between the tenant's unit and the main gate for purposes of entering and exiting the estate.
- 8.9.8 Caravans, boats, trailers, quad bikes, trucks (of any tonnage) or any other motorized recreational vehicles are not allowed to be driven, parked or stored at any time on the common property.
- 8.9.9 Parking is subject to the express condition that vehicles are parked at the parker's risk and responsibility. Neither the WCEHOA nor the landlord shall be responsible for any damage to person or property in the parking areas (including the estate), howsoever caused.

8.10 Interior of Units

- 8.10.1 No structural alterations may be made to the interior of units.
- 8.10.2 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.
- 8.10.3 Damage occurring to fixtures and fittings within the unit, i.e. windows, carpets, tiles, built-in cupboards, stoves and the like, will be repaired at the tenant's cost.

8.11 Damage, Alterations or Additions

- 8.11.1 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.
- 8.11.2 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 or WCEHOA. The landlord may instruct the tenant to remove any extension, alteration or improvement to the exterior of any unit in which event the tenant shall immediately attend thereto and reinstate the unit to its original state at his/her/its cost.
- 8.11.3 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 unit, common property or exclusive use area.
- 8.11.4 No tenant and/or occupier are allowed to erect their own TV aerials or satellite dishes without the prior written consent of the landlord.
- 8.11.5 No tenant and/or occupier are allowed to install air conditioning units without the prior written consent of the landlord.
- 8.11.6 Should any damage of whatsoever nature be caused to the common property 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.
- 8.11.7 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 landlord rules, the tenant shall be liable to reimburse the landlord on demand for all legal costs incurred in respect thereof.

8.12 Exclusive Use Areas

- 8.12.1 No sheds, zozo huts, jungle gyms, gazebos, boats, caravans, vehicle relics to be erected or store at any time except with the written permission of the landlord.
- 8.12.2 Exclusive use areas are to be kept in a tidy and in a hygienic condition at all times.
- 8.12.3 Exclusive use areas include enclosed gardens, patios and allocated parking bays.

8.13 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, stoeps 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.

8.14 Fire Protection

8.14.1 Electricity Supply

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

8.14.2 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 effected by qualified and where applicable, licensed or registered workmen and with the prior written consent of the landlord.

8.14.3 Open Fires and Braais

Braais are prohibited, except where facilities have been provided and in which event, may only be held with due consideration to neighbours. 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.

8.14.4 Fire Hose /Extinguishers

8.14.4.1 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 **8.14.4.2**.

8.14.4.2 It is strictly prohibited to use the fire hose reel for gardening or domestic purposes or for any other purpose whatsoever, other than for the use of fires. Anyone caught will be subjected to a fine of R4 000,00 per occurrence.

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

8.15 Pathways and Driveways

8.15.1 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.

8.15.2 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.

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

8.16 Noise

8.16.1 Human noise, **pets noise** or the use of radio's, TV's, musical instruments and other sound producing devices shall not be played or used 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.

8.16.2 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.

8.16.3 Silence must be maintained as follows:

8.16.3.1 Friday and Saturday – between 22:00 and 9:00; and

8.16.3.2 Sunday to Thursday – between 20:00 and 7:30.

8.16.4 Tenants and occupiers are to ensure that they do everything in their power to limit noise levels.

8.16.5 Tenants and occupiers are advised that should they breach these rules after a first and final written warning, a fine will be imposed and raised against the tenant's rental account.

8.17 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 been obtained.

8.18 Littering

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

8.19 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.

8.20 Storage of Inflammatory Material and other Dangerous Acts

8.20.1 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.

8.20.2 The setting off of fireworks is strictly prohibited in the estate.

8.20.3 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. Non-payment may result in legal action to obtain eviction orders.

8.20.4 No weapons, firearms, pellet guns, catapults or bows and arrows may be discharged on or over the estate.

8.20.5 No stones or other solid objects may be thrown on the estate.

8.21 Renting of Units

8.21.1 All tenants of units and other persons granted rights of occupancy are obliged to comply with the landlord rules, notwithstanding any provision to the contrary contained in any lease or any grant of rights of occupancy.

8.21.2 A tenant shall not allow his or her unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons:

8.21.2.1	One bedroom	-	2 Persons
8.21.2.2	Two bedrooms	-	4 Persons
8.21.2.3	Three bedrooms	-	6 Persons
8.21.2.4	Four bedrooms	-	8 Persons,

and no unit shall permit more than 2 vehicles to be kept within the estate, which vehicles must be registered in the **The Villas @ Waterfall** Register, and which vehicles, further, must be parked in the designated parking bays for that unit only.

8.22 Eradication of Pests

A tenant shall keep his or her unit free of pests, such as rats, white-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.

8.23 Business Practices

8.23.1 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.

8.23.2 Hawkers will not be allowed into the estate at any time.

8.23.3 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 estate.

8.23.4 No business, profession or trade may be conducted in any unit or on the common property except with the prior written permission of the landlord.

8.23.5 No-

8.23.5.1 auctions or garage, car-boot or jumble sales may be held; and

8.23.5.2 advertisements or publicity material may be exhibited or distributed,
on the common property.

8.24 Loss, Damage or Injury

8.24.1 The lessor, WCEHOA, landlord, its directors, shareholders, members, employees, agents, representatives and/or appointees are not responsible for any loss, damage or injury that may be suffered or incurred within the individual units or the common areas by any tenant or occupier and/or staff and/or visitors.

8.24.2 Tenants are not covered for contents in their units by the insurance policy taken out on the building and are therefore advised to take out suitable insurance cover.

8.25 Contravention of Laws and Landlord Rules

8.25.1 If, as a result of a breach by a tenant of the landlord 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-client scale, as a result of such proceedings.

8.25.2 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 estate or the carrying on of business in the estate or the conditions of title applicable to their unit or any other unit.

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

8.26 Payment of Rental and Amenities

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

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

8.26.3 Any account older than 30 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.

8.26.4 The landlord reserves the right to disconnect the services to any unit if the account of the specific unit is over 30 days in arrears.

- 8.26.5 Disconnection and reconnection fees for services to any unit will be billed to the account in question.
- 8.26.6 The landlord reserves the right to restrict vehicular access into the estate by the tenant and/or occupier if the tenant and/or occupier's rental account is more than 30 days in arrears.

8.27 General

- 8.27.1 The landlord shall have the right to take any action deemed fit to prevent any infringement of the landlord rules.
- 8.27.2 The landlord reserves the right to take steps to refuse access of any visitor of a tenant and/or occupier of the estate.
- 8.27.3 No alcohol may be consumed anywhere on the common property, nor may any illegal substance be smoked or used anywhere on the common property.
- 8.27.4 No activity or hobby that could cause aggravation, nuisance or a security risk to fellow tenants is allowed.
- 8.27.5 The fining structure applicable to the estate 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 it may have herein or in law, including its remedies contained in the agreement of residential lease concluded with the tenant.
- 8.27.6 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 estate

9. **SEVERABILITY**

Each and every provision of the landlord rules shall be deemed to be separate and severable from the remaining provisions of the landlord rules. If any of the provisions of the landlord 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 landlord rules shall be and remain of full force and effect.

10. **SPECIFIC GUIDELINES**

10.1 Maintenance

Common property - gate houses, gates, perimeter fence and community facility buildings are all maintained. It is expected of all tenants to maintain the interior of their units to the high standard expected in the estate. In the case of default, the landlord at its discretion may order a contractor to carry out suitable maintenance and charge the tenant accordingly.

10.2 Household/Appliance Repairs

General repair of appliances in a unit, is the responsibility of the tenant. In an effort to assist tenants, the landlord keeps a list of available repair firms and contractors who have indicated their willingness to carry out repairs. This list is maintained as a service but without obligation or guarantee from the landlord.

11. **LEGAL ASPECTS**

11.1 Indemnity

Neither the Lessor, the WCEHOA nor the landlord shall be liable to any tenant for any injury or damage of any description which the tenant or 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 estate and/or grounds in which the common property or units are situated or for any act done or any neglect on the part of the landlord or any employees, servants or agents of the landlord. Neither the lessor, the WCEHOA, the landlord, nor the managing agent or duly authorised representative accepts any responsibility or liability

whatsoever in respect of the receipt or non-receipt and delivery or non-delivery goods, postal matters or correspondence.

11.2 Open Spaces

All open spaces shall be maintained for the use, benefit and enjoyment of all the tenants within the estate. This however does not override any of the conditions and/or regulations contained herein.

11.3 Use of Roads & 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. It is not for the benefit of members of the public at large, and terminates automatically upon a tenant no longer renting unit from the landlord. In the event of a 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, which shall have the benefit of such to use the roads and/or open spaces and/or unit.

11.4 Management of Roads & Common Areas

The landlord may promulgate rules and regulations and can hereafter modify, alter or amend any rules and regulations with regard to the enjoyment of the open spaces.

11.5 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. USEFUL INFORMATION

Landlord

Waterfall Golf Estate (Pty) Ltd
P O Box 70406
Bryanston
2021
Tel: 011-300 8700
Fax: 011-300 8790 / 086 616 0107

Rental Agent

Trafalgar
Tel: 011 214 5231
Georgia Hofmeyr
Cell: 083 644 4323

FINING STRUCTURE FOR THE VILLAS @ WATERFALL

The below outline of the fining structure will be applied to tenants that do not abide by the landlord rules and are repeat offenders.

The landlord is authorised to impose a minimum fine of R1 000,00 that 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 landlord rules, after due and proper notice, in writing, has been given to the defaulting tenant and/or occupier.

Should a tenant and/or occupier in occupation of a unit continue to breach the landlord rules after the first fine of R1 000,00 has been charged, the landlord may at its sole and absolute discretion, increase the value of any subsequent fines.

Subject to the Landlord Rules, the fines subsequent to a first and final written warning are as follows:

Fine Subsequent to First and Final Written Warning		
1.	A person gaining access to the estate with another individual's access card/possession of illegal access cards/illegally accessing the estate (i.e. tail gating)	R1 000,00
2.	Damages to any part of the estate	R5 000,00 plus damages
3.	Illegal parking (including parking in front of or near a fire hydrant or fire hose, parking on grass, in the incorrect parking space and speeding)	R1 000,00
4.	Use of the fire hose reel for gardening or domestic purposes or any other use, other than for the use of fires	R4 000,00
5.	Willful transgression of any of the landlord rules	R2 000,00
6.	Unauthorised alterations or additions	R2 000,00 and required changes and documentation
7.	Excessive noise on Sunday to Thursday after 20:00 and/or on Friday and Saturday after 22:00	R2 000,00
8.	Washing/laundry on washing lines, walls, grass, anywhere on the common property or hanging over balconies	R1 000,00
9.	Littering and dumping of rubbish	R2 000,00
10.	Storing of items on balconies and patios	R2 000,00
11.	Ignorance to signs and warnings – any transgression of warnings on signage – no warning letter required – fine will be imposed immediately	R2 000,00

- The landlord may at its sole discretion increase the amount of the fines recorded above dependent on the frequency of the transgression.