

Conduct Rules

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INTRODUCTION

The Rules of Conduct have been prepared to assist residents to appreciate and enjoy the lifestyle that our complex offers and to encourage them to respect the interest and welfare of all who live in it.

The managing agent is Central Development Group Asset Management (Pty) Ltd.

The managing agent carries out the instructions of the landlord as per agreement between the parties. They enforce all the rules and laws that must be followed by all residents to ensure that the estate functions well and that we continue to have a happy and satisfied community.

The municipal by-laws and these Rules of Conduct, which govern this community, must be followed in terms of the law and it is the responsibility of the Central Development Property Group (Pty) Ltd to ensure that these are carried out in the interest of all.

All tenants of units and other persons granted rights of occupancy by any resident of the relevant unit, are obliged to comply with these rules and regulations, notwithstanding any provisions to the contrary contained in any lease or grant of right of occupancy.

RULE OF CONDUCT

The Rules of Conduct are binding on all residents and persons occupying any unit. They are also responsible for ensuring that members of their families, tenants, guests, servants, and any other visitor or service provider, comply with them.

Residents who let their units from the landlord must incorporate the Rules of Conduct in their tenancy agreements (latest copies of which are available from the managing agents and online at <https://www.centraldevelopments.co.za/2letnow/>).

In the event of annoyance, aggravation or complaints occurring between residents, an attempt should be made by the parties to settle the matter between themselves. This should be done with consideration and tolerance. When problems cannot be resolved between the parties concerned, then only should they be brought to the notice of the landlord in writing.

Should the matter be of such urgency that immediate action is required, a trustee may be contacted to solve the problem.

With regards to the interpretation of these rules, the decision of the landlord is final and binding.

These Rules of Conduct supersede all previously issued rules if in conflict with it.

1. MOTOR VEHICLES / USE OF DRIVEWAYS AND PARKING AREAS

- 1.1. Hooters shall not be sounded within the common property or at the main entrance.
- 1.2. Vehicle radios or stereo systems to be turned down upon entry of the estate. No loud music will be allowed to be played from a motor vehicle in the estate
- 1.3. Cars may be parked on specifically indicated areas or areas approved by the managing agent or landlord only. Vehicles must not be in or on service roads (especially not in the main entrance driveway). Failure to comply with this will result in the vehicle being towed away at the resident's cost. One car shall not occupy two parking bays and parking is not permitted on lawns.
- 1.4. Residents are requested to consider other residents (and their rights) when many visitors/guests with multiple vehicles visit residents and park in communal parking areas. Extra visitors' vehicles must be parked outside the estate if there are too many vehicles or they restrict other residents' access and parking on communal parking areas as well as their garage area. Please keep in mind that obstruction during emergencies might place another resident's lives and their property at risk.
- 1.5. A vehicle parked in another resident's allocated parking space will be clamped and fined without warning.
- 1.6. Unsightly, damaged, dirty or generally unused vehicles that drip oil or that are not roadworthy, may not be parked anywhere on the property other than for such short periods as may be approved by the managing agent or landlord. Failure to comply with this will result in a fine or the vehicle being towed away and put in storage at the resident's cost.
- 1.7. No trucks, caravans, trailers, boats or other heavy vehicles shall be parked on the common property without written approval from the managing agent or landlord.
- 1.8. Car washing is permitted only in designated areas (where applicable) if no other vehicle or common property is affected in the process.
- 1.9. Major vehicle repairs and reconditioning of vehicles shall not be carried out on the property.
- 1.10. Vehicles may not travel at speeds exceeding 20 kilometres per hour on any portion of the common property.
- 1.11. Quad bikes, motorcycles, bicycles, tricycles, roller skates, skateboards, etc. may not be left on any portion of the common property or where such items may hinder other residents. This also applies to caravans, trailers, boats and commercial vehicles.
- 1.12. No long-term parking on visitors' lots is allowed. Written permission to park a small trailer (long term) must be obtained from the managing agent or landlord after consent from the neighbouring residents was obtained. The position in which the trailer is parked shall not take up parking space for normal motor vehicles or visitor's parking.
- 1.13. Carports are considered common property and no furniture, or any other personal belongings, may be stored under the carport of a unit.
- 1.14. Only persons permitted by law to operate a vehicle may do so on the property.

2. LAPA SWIMMING POOL, COMMON AREA

- 2.1. The Lapa and swimming pool area is for the exclusive use of tenants (with paid-up rentals) and occupiers of the units. Guests must be accompanied by a tenant and/or occupier. Discretion must be used by tenants and occupiers concerning the number of guests to avoid monopolizing the pool area.
- 2.2. Tenants or occupiers and their visitors must leave the Lapa and swimming pool area clean and tidy after use.
- 2.3. Children under the age of 12 (twelve) years of age must be supervised by a person over 18 (eighteen) years of age without any exception.

- 2.4. A maximum of 15 (fifteen) people will be allowed in the pool at any time.
- 2.5. People using the swimming pool must be properly attired in a proper swimming costume. Swimming in underwear or in the nude is strictly prohibited.
- 2.6. No diving into the pool is permitted. No running within the enclosed pool area is permitted.
- 2.7. No glass objects or bottles are permitted in the swimming pool area.
- 2.8. No alcohol may be consumed in the Lapa or swimming pool area.
- 2.9. No illegal substances (including dagga) may be smoked or used in the common areas. Use of illicit substances will be reported to the South African Police Services.
- 2.10. The gate to the swimming pool must always be kept closed.
- 2.11. No animals or pets are allowed in the swimming pool area.
- 2.12. The landlord may at its discretion give permission for the exclusive use of the Lapa and swimming pool area. This can be arranged through the managing agent or the landlord.
- 2.13. A printed notice is to be attached to the gate of the Lapa/swimming pool area to inform the tenants that the area has been booked for the day. This should be posted early in the morning of the function.
- 2.14. No loud music is permitted in the Lapa/swimming pool area.
- 2.15. Using the Lapa/swimming pool area does not give anyone the right to be a nuisance to other people or tenants.
- 2.16. The cut-off time for using the Lapa/swimming pool area will be 20:00 on a Friday, Saturday and Sunday, and 19:00 during weekdays.
- 2.17. No chairs, tables, equipment, braai utensils, toilet paper, etc. will be supplied.

3. ANIMALS, REPTILES AND BIRDS

- 3.1 A tenant or occupier of a unit shall not without the landlord's written consent, which may be unreasonably withheld, keep any animal, reptile or bird in a unit, in exclusive use gardens nor in the common property.
- 3.2 Slaughtering of animals, whether for religious, sacrificial or any other purposes, is not permitted in any unit or on the estate.

4. LAUNDRY

- 4.1. Washing may not be hung out to dry in any part of a unit where it is visible to the general public or other residents other than the fixed washing lines provided.
- 4.2. Washing is not permitted to be hung over fencing, fence poles or balconies.
- 4.3. Washing lines in the courtyards shall not be visible above the courtyard walls.
- 4.4. Carpets and rugs shall not be shaken out, dusted or brushed over balconies or from windows.
- 4.5. Use of dry yards is at your own risk

5. REFUSE REMOVAL / SANITARY SERVICE

- 5.1. The occupier of a unit shall deposit all domestic refuse in the refuse bins provided.
- 5.2. The refuse collectors will empty the refuse bins once per week on the arranged collection day.
- 5.3. Refuse bags may not be left on the sidewalk or outside the bins overnight. Do not deposit any refuse on the common property.
- 5.4. Residents or visitors caught throwing rubbish on the common property or vicinity are subject to prosecution in terms of Municipal Health Regulations. Such transgressors should be reported to the landlord.

- 5.5. Kitchen refuse, food scraps, fat and oil shall not be washed down washbasins or thrown in drains. Each occupant is personally responsible to clear blocked drains within their unit. If a maintenance request is logged and the maintenance team finds that this has not been done, a call-out fee of R300 will be charged to the tenant. Tenants must use refuse bags when disposing of food scraps.
- 5.6. No garden refuse will be collected. It should be taken to the local municipal dumping ground.
- 5.7. Cigarette butts and other objects of whatever nature shall not be thrown out of windows, from balconies or on common property.
- 5.8. Waste must be securely wrapped before placing it in the receptacle. Waste containers (e.g. tins and bottles) must be completely drained before placing it in the receptacle.

6. NOISE

- 6.1. Radios, hi-fi equipment, CD players, record players, television sets, musical instruments, etc. shall not be played in such a manner as to cause a nuisance to residents in adjoining units or anywhere else on the property.
- 6.2. Residents are responsible for the behaviour of their visitors and their noise levels at all times.
- 6.3. It is important to consider other residents before shouting or raising your voice on the property.
- 6.4. A function or gathering is to be controlled by the host, ensuring that noise levels are appropriate to the time of day or night. The appropriateness of the noise is measured by the inconvenience or discomfort caused to surrounding occupants.
- 6.5. No noise is permitted between the following times:
 - 6.5.1. Sunday to Thursday – between 20h00 and 07h30
 - 6.5.2. Friday and Saturday – between 22h00 and 08h30

7. PRIVATE GARDEN & PATIO AREAS

- 7.1. Residents shall maintain their exclusive use gardens in a neat and tidy condition.
- 7.2. Lawns adjacent to a unit will be mowed by the landlord's employees, however, it must be kept in a satisfactory condition by the unit resident or tenant.
- 7.3. Garden services will maintain the common areas and exclusive use garden areas of each unit. This will be at the discretion of the managing agent or landlord.
- 7.4. Garden gates may not be locked at any time to allow unrestricted access for the garden services. Garden tools and other equipment (including sporting equipment) may not be kept in any portion of the common property or in any place where they will be in view of other units.
- 7.5. Any tree or shrub of which the growth or growth potential may encroach on the view or block out a portion of sunlight of an adjoining unit is not permitted.
- 7.6. Residents shall maintain their exclusive use patios in a neat and tidy condition. The private patio area is the sole responsibility of the tenant and will not be cleaned by the managing agent or the landlord. The managing agent or landlord may from time to time request that a patio area is cleaned by the tenant.

8. SECURITY

- 8.1. Security is a shared responsibility. To maintain the highest level of security possible, it is essential that every tenant always co-operates through strict individual compliance with

requirements and sensible awareness. Tenants must report any suspicious or unlawful activity to Security or our Client Care team on 0861 99 12 30 immediately as it is seen or suspected.

- 8.2. To prevent unauthorised entry to the estate, residents must always wait until the security gate has completely closed before leaving or after entering the estate. Guests should be notified in advance of these requirements. No entry will be granted to visitors without presenting proof of identification.
- 8.3. All occupants in your unit need to be added to the lease agreement as an occupant and need to be loaded onto the complex access control system.
- 8.4. The main lease holder must sign the access control form and must be present when loading occupants onto the access control system. The occupant and lease holder will also be required to provide proof of identification in order to load a new occupant onto the access control system.
- 8.5. Tailgating is not permitted, and the tenant will be held liable for the damage to the boom gate and any other security equipment.
- 8.4 Residents should be aware of strangers loitering at the gate. Be vigilant to prevent criminal activity.
- 8.5 All persons residing in a unit must be declared on the lease agreement.
- 8.6 Suspicious vehicles may, from time to time, be searched by authorities at the gate.

9. CHILDREN

- 9.1. Residents shall supervise their children and those of visitors to ensure that they do not damage the common property or the property of others and that they are not unreasonably noisy.
- 9.2. Children shall not interfere with plants, decorations, nameplates, exterior lights, doorbells, knockers, the electronic keypad at the gate, etc.
- 9.3. Parents, residents or lessees will be held responsible for any costs of damaged property caused by playing of games on the common property. Repairs or replacements will be made by the managing agents or the landlord and the expenses will be charged to the parents, residents or lessees.
- 9.4. Children may not play on driveways, behind parked cars and in the proximity of the main gate. Children must be prevented from climbing on or sitting on top of garden walls surrounding properties for the sake of residents' privacy.

10. DOMESTIC STAFF

- 10.1. Residents shall ensure that their domestic staff does not cause undue noise within their units or elsewhere on the premises.
- 10.2. Any resident, whose domestic staff does not abide by the Rules of Conduct, may be required to remove such a person from the property if instructed to do so by the managing agent or landlord.
- 10.3. All domestic staff shall be subject to such access control regulations as may be imposed by the landlord from time to time.

11. ACTIVITIES ON COMMON PROPERTY

- 11.1. No hobbies or other activities causing undue noise or nuisance to other residents may be conducted on the common property.
- 11.2. No drinking is allowed in public, on common property or in public facilities whatsoever.

12. BUSINESS ACTIVITIES

- 12.1. No business, profession or trade may be conducted on the property except those which have been specifically allowed by the managing agent or landlord. Hawkers will not be allowed into the estate at any time. The landlord may, at their discretion, impose a fine or may cancel the lease of the offenders if they wish to do so.
- 12.2. No auction or jumble sale may be held on the common property or in a unit. No advertisements or publicity materials may be exhibited or displayed.
- 12.3. No resident 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 property visible from outside the unit, without first obtaining the written consent of the managing agent or landlord.

13. INTERIOR OF UNITS

- 13.1. No structural alterations may be made to the interior of units.
- 13.2. A tenant may not affect any alterations or additions to the electrical installation or conduits, the water connections or the plumbing installation.
- 13.3. 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.
- 13.4. A tenant or occupier of a unit shall not mark, paint, drive nails, 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.
- 13.5. 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 thereof as well as any damage or loss whatsoever to the common property or the unit. No costs will be carried by the landlord, HOA or the scheme.
- 13.6. A tenant 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.
- 13.7. Residents must obtain written permission from the landlord or managing agent before any satellite dish is erected on common property. Dishes may only be installed at positions indicated by the landlord or managing agent. In the case where units are equipped with communal aerials and dishes, tampering with the TV aerials, wireless network installation or satellite dish is strictly prohibited.
- 13.8. All satellite dishes are regarded as fittings and may not be removed, should the resident or tenant no longer occupy the premises. Should a dish be removed without permission from the managing agent or landlord, the resident of a unit will be held liable for the replacement of such a dish. The resident/s of the units will always be responsible for the maintenance of the dish installed for the use by their specific unit.
- 13.9. No satellite dish will be covered by the insurance of the estate. Insurance will remain the responsibility of the resident of such unit.
- 13.10. No tenant or occupier can install air conditioning units.

- 13.11. Should a tenant, his or her guests or employees cause any damage of whatsoever nature to the common property, the tenant shall be liable to reimburse the landlord for the cost of repairing such damage.

14. DSTV / Top TV / DTTV / SABC and Internet Services (if applicable)

- 14.1. Should a tenant be in arrears with rental or other raised charges (apart from tenants that have an agreed payment plan), the landlord will disconnect all those units on a day determined at their discretion.
- 14.2. A re-connection fee of R500,00 is applicable. Once the outstanding rental or charges have been paid and the reconnection fee and proof of payment have been e-mailed to the landlord, then only will the landlord re-connect the unit(s).
- 14.3. If anyone, other than the landlord, is caught tampering with the box to reconnect their unit, a discretionary fine will be applied to their rental account.
- 14.4. Tenants will be responsible for the call out fee of the DStv installer if there is no faults found on the Landlord's end. I.e. if there is a faulty decoder, cable connection problem, setting of decoder, etc., the tenant will be responsible for this cost

15. LETTING OF UNITS

- 15.1. No unit may be used as a commune by subletting part of or the whole unit for that purpose. Should this rule be violated, the landlord may, at their discretion, impose a fine or may cancel the lease of the offenders if they wish to do so.

16. ALARMS

- 16.1. Alarms may be installed in the interest of safety or because it is required by some insurance companies. Since it sometimes happens that there are false alarms when no one is home, and because not all alarms reset themselves, the managing agent requires that each resident who either has an alarm or are planning to install one, must:
 - 16.1.1. leave a contact number with the landlord or
 - 16.1.2. leave a duplicate set of keys with either the landlord or a neighbour (informing the landlord thereof).
- 16.2. No advertising boards of the security company may be displayed at the unit or the estate.

17. UTILITY CHARGES

- 17.1. The tenant shall promptly and regularly pay to either the management agent or to the supplier authority at the option of the owner, the deposits and charges arising from the supply of:
 - 17.1.1. Prepaid electricity
 - 17.1.2. Prepaid water
 - 17.1.3. Access control
 - 17.1.4. Maintenance fees

17.1.5. Fines

- 17.2. The tenant shall also promptly and regularly pay all utility charges imposed by the relevant authority (except for the levy, rates, and taxes) and all charges relating to the tenant's use and occupation of the leased premises.
- 17.3. Tenants need to ensure that their prepaid electricity and water credit does not run out. Should the tenant request a job card to be generated for an electrical or plumbing fault, and it is found to be a case of the tenant not recharging their prepaid meter, the tenant will be charged a call out fee.

18. STORAGE OF INFLAMMABLE MATERIAL AND OTHER DANGEROUS ACTS

- 18.1. A tenant or occupier shall not store any material, or do, permit or allow to be done, any other dangerous activities 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.
- 18.2. The setting off fireworks is strictly prohibited in the estate.
- 18.3. The use of firearms for recreational purposes other than self-defence or emergencies will be met with criminal charges.
- 18.4. No weapons, firearms, pellet guns, catapults or bows and arrows may be discharged on or over the estate.
- 18.5. No stones or other solid objects may be thrown on the estate.

19. FIRE CONTROL

- 19.1. 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.
- 19.2. Fans, heaters, stoves, kettles, lights and other household appliances must be SABS approved, 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 conducted by qualified workmen and with the prior written consent of the landlord.
- 19.3. Braais must always be held with due consideration to neighbours. Open fire braais are strictly prohibited in units that do not have exclusive use gardens, as well as on the common property, except where braai facilities have been provided. Matches and lighters should be handled with care and kept out of reach of children.
- 19.4. 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.
- 19.5. 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.
- 19.6. Tenants, occupiers or visitors may not park in front of or near a fire hydrant or fire hose at any time.

20. GENERAL

- 20.1. Tenants shall not:

- 20.1.1. Use their unit or permit their unit to be used for any purpose which is harmful to the reputation of the estate.
- 20.1.2. Permit anything to be done which will or may increase the rate of the premium of the insurance policy paid by the landlord.
- 20.1.3. Use the unit for any illegal activity or to conceal illegal activities.
- 20.1.4. Permit their unit to be used for any other purpose than that for which it is intended.
- 20.2. Any requests and/or complaints by residents pertaining to common property, violations of these Rules of Conduct, or any other cause of concern, must be referred in the first instance in writing to the landlord or mailed to the managing agents who will forward it to the landlord.
- 20.3. The landlord or managing agent shall not be responsible for any fines incurred by the resident, tenant or occupier of a unit in contravention of any local authority by-laws.
- 20.4. Neither the managing agents or its employees, nor the landlord or its employees shall be responsible for any loss which may be sustained by any resident or user of a motor vehicle or any other vehicle parked or left on the premises, nor for any personal injury suffered by any other tenant, family member, domestic staff or friends, whether or not such loss or injury occurs on common property or in any unit and is caused by fire, theft, burglary, negligence, accident, or by any other cause.
- 20.5. Should any damage of any nature be caused to the common property by a resident or tenant, family member, guest, visitor, domestic staff or pets, the resident or tenant shall be liable to reimburse the managing agent and the landlord for the cost of repairing or making good such damages.
- 20.6. The landlord or managing agent shall not be responsible for any interruption in the water or electricity supply, nor for any loss or inconvenience any person may consequently suffer.
- 20.7. Each resident shall keep their unit and exclusive use garden free of rodents, white ants, borer and other pests. All associated costs to be borne by individual residents. Communal areas will be controlled by the landlord or managing agent.

Fines and Definitions

The below outline will be applied to tenants (including their staff, visitor, guest and/or family members) that do not abide by the Rules of Conduct. The landlord will apply the fine against the tenant's rental account. The landlord or managing agents may, at their sole and absolute discretion, increase the value of any fines should the infringement be reoccurring.

NO.	FINES & DEFINITIONS	MINIMUM	MAXIMUM
1	Illegal parking (including parking in front of near a fire hydrant or fire hose reel, parking on lawns, parking in the incorrect parking space, etc.)	R500.00	R1000.00
2	Speeding, reckless driving and ignorance of traffic signs	R500.00	R1000.00
3	Excessive noise emanating from vehicles / drivers between the hours of 22h00 and 06:00	R500.00	R1000.00
4	Use of unlicensed vehicles or use of vehicles by unlicensed drivers on the property	R500.00	R1000.00
5	Trailers, caravans or recreational vehicles parked on common property of the Estate	R500.00	R1000.00
6	Vehicle repairs carried out in Estate.	R500.00	R1000.00
7	Vehicles being washed on common property inside the Estate	R500.00	R1000.00
8	Items stored on common property (e.g.: car tires, brooms, mops, bicycles etc.)	R500.00	R1000.00
9	Excessive noise resulting in unreasonable disturbance of neighbours	R500.00	R1000.00
10	Washing being hung out on the border wall, balcony, garden wall or anywhere else than the washing lines provided	R500.00	R1000.00
11	Refuse placed outside until door or anywhere else other than the refuse bins provided	R500.00	R1000.00
12	Abuse of access system	R500.00	R1000.00
13	Abusive or unacceptable behaviour by tenants or their families, visitors	R500.00	R1000.00
14	Any pets found on common property (per pet)	R500.00	R1000.00
15	Exceeding permitted number of pets per unit (if applicable)	R500.00	R1000.00
16	Distribution of advertising material of any kind	R500.00	R1000.00
17	Damaging of any flora in the Estate	R500.00	R1000.00
18	Usage of the red fire hydrants at any given time other than for a fire emergency	R500.00	R1000.00
19	Failure to keep front and back garden neat and clean (Estate bound)	R500.00	R1000.00
20	Wilful transgression of any of the rules of conduct	R500.00	R1000.00
21	Oil spills in carport or common property area (fine + cost of cleaning)	R500.00	R1000.00
22	Call out fee	R250.00	