

CAPE GATE CRESCENT

CONDUCT RULES

1 **Pets**

- 1.1 Pets shall not be kept without the prior written approval of the Lessor subject to such reasonable conditions as may be prescribed by the Lessor.
- 1.2 A Lessee keeping pet/s permitted in terms hereof shall ensure that such pets do not foul the corridors, entrance or any other part of the common property or otherwise cause any nuisance to other occupiers of the scheme.
- 1.3 The Lessor shall be entitled at its own discretion to revoke the approvals in terms of clause 1.1 above if such pets become a nuisance to the other occupiers of the scheme..

2 **Refuse disposal**

2.1 The Lessee shall -

- (1) maintain in an hygienic and dry condition, a receptacle for refuse within the Premises or on such part of the common property as may be authorised by the Lessor in writing;
- (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;
- (3) for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the Lessor;
- (4) when the refuse has been collected, promptly return such receptacle to the Premises or other area referred to in paragraph 2.1(1).

3 **Vehicles**

- 3.1 The Lessee shall not park in any parking bays designated for visitors nor in any parking bay allocated to another lessee.
- 3.2 The Lessee shall not park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the consent of the Lessor in writing.
- 3.3 The Lessor 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 Lessor's consent.
- 3.4 The Lessee shall ensure that the Lessee's 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.
- 3.5 The Lessee shall not be permitted to dismantle or effect major repairs to any vehicle on any portion of the common property, a parking bay, garage or the Premises.

4 **Damage alterations or additions to the common property**

- 4.1 The Lessee shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the Premises or common property without first obtaining the written consent of the Lessor.
- 4.2 Notwithstanding rule 4.1, the Lessee, may install -

- (1) any locking device, safety gate, burglar bars or other safety device for the protection of the Premises; or
- (2) any screen or other device to prevent the entry of animals or insects;

Provided that the Lessor have first approved in writing the nature and design of the device and the manner of its installation.

5 **Appearance from outside**

The Lessee 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 Lessor, is aesthetically displeasing or undesirable when viewed from the outside of the Premises.

6 **Signs and notices**

The Lessee shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or of the Premises, so as to be visible from outside the Premises, without the written consent of the Lessor having been obtained.

7 **Littering**

The Lessee shall not deposit, throw, or 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 **Laundry on balconies**

The Lessee shall not be entitled to hang laundry on a balcony or on any part of the Premises or the common property so as to be visible from outside the buildings or from any other apartments.

9 **Storage of inflammatory material and other dangerous acts**

The Lessee 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 Lessor on any insurance policy.

10 **Eradication of pests**

The Lessee shall keep the Premises free of white ants, borer and other wood destroying insects and to this end shall permit the Lessor, the managing agent, and their duly authorised agents or employees, to enter upon the Premises from time to time for the purpose of inspecting the Premises and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection, eradicating any such pests as may be found within the Premises, replacement of any woodwork or other material forming part of the Premises which may be damaged by any such pests shall be borne by the Lessee.

11 **Balconies and gardens**

11.1 The Lessee shall permit the Lessor and /or the Agent access to and across balconies or gardens for purposes reasonably required for the maintenance, upkeep and cleaning of the building.

11.2 The Lessee of a balcony or garden shall be obliged to ensure that these areas are maintained in a clean, hygienic, neat and attractive condition.

11.3 The Lessee shall not erect awnings, pergolas or other structures on the Premises without the prior written consent of the Lessor.

12 **Parking bays and garages**

- 12.1 The Lessee shall not wash a motor vehicle or any other vehicle in parking bays or garages.
- 12.2 The Lessee shall permit the Lessor and / or the Agent access to and across the allocated parking bay/s and / or garage/s for purposes reasonably required for the maintenance, upkeep and cleaning of the parking bay and garage and surrounding areas.
- 12.3 The Lessee shall be responsible for maintaining the parking bay/s and / or garage/s allocated to the Lessee in a clean, hygienic, neat and attractive condition which shall include ensuring that oil dripped on such parking bays are cleaned up.
- 12.4 The Lessee shall not be entitled to erect carports, shadeports or other structures on the parking bays.

13 **Motor vehicles, use of driveways and parking areas**

13.1 The Lessee shall:

- (1) observe road signs on the common property;
- (2) not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Lessor not to be in the interest of safety;
- (3) not allow any unlicensed person to drive any vehicle within the common property;
- (4) not sound hooters within the common property other than in the case of an emergency; and
- (5) ensure that visitors and guests also comply with the above rules.

13.2 Vehicles that appear not to be roadworthy may not be parked on the common property other than for such short periods as may be approved by the Lessor, and with their prior written consent.

13.3 The Lessor may clamp any vehicle parked, standing or abandoned on the common property in contravention of these rules and require the owner thereof to pay a fine to the Lessor and to take the relevant corrective action before removing such clamp.

13.4 Vehicles are parked at the owners or occupiers own risk and the Lessor shall not be responsible for any loss or damage which the Lessee may suffer.

13.5 The Lessee may not let or sub-let the parking bay/s to other tenants within Cape Gate Crescent or in any other manner dispose of such parking bay or his rights therein.

14 **Security**

14.1 Access to and egress from the development shall be controlled and monitored through access controlled security systems which may include remote controls and an integrated telephone entry system.

14.2 The Lessor may from time to time make rules in regard to the access control security systems including the management and use thereof and the recovery of costs of the systems from the lessees.

15 **Braai facilities**

15.1 The Lessee may braai on a balcony or terrace if the Premises has a built in braai.

15.2 Lessees of Premises that do not have a built in braai may not braai on a balcony or terrace unless a smokeless gas braai is used.

16 **M-net / satellite tv**

The Lessee shall be allowed to install the required decoder equipment in the Premises to connect to the selected service provider via the service provider of the Lessor, the subscription costs of which shall be for the account of the Lessee.

17 Window cleaning

The Lessee shall be obliged to clean the windows of the Premises, including the exterior windows where these can be reached without the use of a ladder.

18 Curtains and blinds

The Lessee may only hang curtains or blinds with a neutral coloured lining behind the curtain or white or a neutral coloured blind.

19 Common property

The Lessee may not remove any shrub, tree or plant from the common property.

20 Noise

The Lessee shall not make any noise between the following times :-

20.1 Sunday to Thursday nights : 22h00 to 06h00; and

20.2 Friday to Saturday nights : 23h00 to 07h00.

21 Drilling

The Lessee may not drill into any concrete slab of the Premises or any apartment or any other part of the building and/or common property due to the pre-determined reinforcement of such concrete slabs without a structural engineers report obtained at the Lessee's cost confirming that the drilling interferes with the structural reinforcement.

22 Behaviour of the Lessee and guests

22.1 The Lessee shall ensure that the use of the Premises and of the common property and its facilities is at all times conducted in such a manner as not to:

24.1.1 cause a nuisance, disturbance or inconvenience or annoyance to any other lessees, particularly in the form of loud music, radio or TV or irritable audible noisome sound.

24.1.2 detrimentally affect the rights and interests of other lessees.

22.2 The Lessee shall be responsible for the behaviour of their children and guests and shall be liable for any damage caused by them. Any damage caused by such children or guests shall be repaired at the cost of the Lessee, within 14 days of notice by the Lessor, to the satisfaction of the Lessor.

23 Maximum number of occupants per Premises

23.1 The maximum number of occupants for Premises shall be as follows:

(1) For one bedroom Premises, two people (including adults and children)

(2) For two bedroom Premises, four people (including adults and children)

(3) For three bedroom Premises, six people (including adults and children)

23.2 Notwithstanding the above, the maximum number of adult occupants for two- or three-bedroom Premises shall be two adults, unless they are parents or children of the lessee.

- 23.3 23.3. The Lessee/Tenants or any of their visitors are prohibited from smoking any tobacco product within the Premises and in any communal area (which includes the laundry, swimming pool area and the clubhouse) or in any common areas or balcony where the smoking may infringe on the rights of any other person.
- 23.4 The Lessee/Tenants or any of their visitors are further prohibited from the use ,possession or distribution of any drugs (including marijuana) in any area whatsoever, including but not limited to the unit ,the common areas and any communal areas(which includes the laundry, swimming pool area and the clubhouse).

24 Imposition

24 Communal amenities

- 24.1 A swimming pool, club house, park/s and a laundry (“the Amenities”) are situated on the common property and are for the use of Lessees.
- 24.2 Use by guests of a Lessee of the Amenities is subject to the Lessee accompanying them at all times. Lessees shall be responsible for the behaviour of their children, visitors or guests and shall ensure that their number and their behaviour does not prejudice the comfort, enjoyment or convenience of other Lessees wishing to make use of the Amenities.
- 24.3 Rowdy and boisterous behaviour and excessive noise shall not be permitted and quiet shall be observed between 22h00 and 08h00. The Lessor shall be entitled to prohibit any Lessees and/or their children, visitors or guests from the use of the Amenities in the event of a breach of these rules and/or any rules and/or other regulations made by the Lessor in terms of paragraph 24.6 below.
- 24.4 All Lessees using the Amenities shall ensure that the Amenities are left in a clean and neat condition after their use thereof and shall be liable for the replacement of any furniture or equipment damaged or lost during such usage.
- 24.5 The use of the Amenities shall be entirely at own risk, and the Lessor does not accept any responsibility of whatsoever nature in respect of any harm, loss and/or damage sustained by any person in the course of, incidental to or in connection with using the Amenities, and each Lessee hereby indemnifies and holds harmless the Lessor and the managing agents against any claims of the Lessee or any of their respective family members, visitors and/or guests against the Lessor and/or the managing agents in respect of any harm, loss and/or damage sustained in the course of, incidental to or in connection with using the Amenities.
- 24.6 The Lessor may from time to time make rules and other regulations in regard to the use of the Amenities including (but not limited to) the access and times of access to the Amenities.
- 24.7 The use of the amenities will be at no additional cost, save for the use of the coin operated laundry machines.
- 24.8 The Lessor shall be entitled, in their sole discretion:
- (1) to enter into agreements with third parties in regard to the management and operation of any of the Amenities;
 - (2) to lease out any of the Amenities for the benefit of Lessees.
- 24.9 The following rules apply to the use of the swimming pool:
- (1) Children under the age of 12 are to be accompanied by an adult at all times when using the swimming pool or in the pool area.
 - (2) No swimming before 07h00 and after 19h00.
 - (3) No tampering with the pool cover.

- (4) No glass bottles or containers are allowed in the pool area.
- (5) No alcohol is to be consumed in the pool area.
- (6) No loud music is allowed in the pool area.
- (7) Only bathing costumes may be worn in the pool.
- (8) No games are allowed in the pool area.
- (9) No animals are allowed in the pool area.

24.10 A Lessee may hire the clubhouse for exclusive use on application to the Lessor and for any fee and on such conditions as determined by the Lessor from time to time.

25 **Imposition of penalties**

- (1) If the conduct of the tenant constitute a nuisance in the opinion of the landlord, or a contravention of these rules, or any directive or condition imposed by the landlord, the landlord may:
 - (a) by written notice, delivered by hand or sent by e-mail or registered post, inform the tenant of the nuisance or contravention and warn the tenant if the tenant fails to remedy the contravention and persist in such conduct or contravention, a penalty will be imposed on the tenant; or
 - (b) by written notice, delivered by hand or sent by e-mail or registered post, with or without warning, impose a penalty on the tenant, which written notice shall state the reasons for the imposition of the penalty.
- (2) The penalty imposed under sub-rule (1)(b) above shall be effective (due and payable) on the date of the written notice, and must be paid within 30 (thirty) days of the date of the written notice, failing which the penalty may be added to the account and shall be recovered from the tenant in the same manner as applies to the rental payable by the tenant.
- (3) A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the tenant shall, unless otherwise stated in these rules or any conditions imposed in terms thereof, or if otherwise determined by the landlord, be deemed to be guilty of a separate contravention for every 14 (fourteen) days during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- (4) In considering the amounts of the penalties to be imposed in terms of this rule the landlord shall refer to the Penalties Schedule, annexed hereto as amended from time to time by the landlord. Any amendment of the amounts reflected in the Penalties Schedule shall be valid as of date of notification to all the tenants.
- (5) An tenant may within 7 (seven) days of the date of the written notice referred to in sub-rule (1)(b), submit an objection, with motivation, against the penalty imposed, to the landlord.
- (6) Upon receipt of the objection, the landlord may:
 - (a) withdraw or reduce the penalty; or
 - (b) confirm the penalty; or

- (c) schedule a meeting (hearing) with the tenant for the purpose of considering the objection.

PENALTIES SCHEDULE

As referred to in Conduct Rule 26(4)

| Transgression | Number of days failing to rectify a continuous offence (if applicable) | 1 st Offence | 2 nd Offence | 3 rd Offence | 4 th and Subsequent Offences |
|---|--|---|------------------------------------|-------------------------------------|---|
| Breach of a provision of the rules or the lease agreement or any directive or condition imposed in terms thereof. | 14 | Written Warning or R 500 or as determined by Landlord | R 500 or as determined by Landlord | R 1000 or as determined by Landlord | R 1 000 or as determined by Landlord |

26 General

26.1 The Lessor or its agents shall not be liable for :-

- (1) any injury or loss or damage of any description which the Lessee or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their property, directly or indirectly, in or about the common property or in or about the Premises by reason of any defect in the communal area, its amenities or for any act done or for any neglect on the part of the Lessor or any of the Lessor employees, servants, agents or contractors; or
- (2) for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.

26.2 The Lessee shall not use or permit the Premises to be used for any purpose which is injurious to the reputation of the scheme.

26.3 All complaints, violation of these rules, or any other cause of concern must be in written form addressed to the Lessor or the Agent.

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