



Estate Rules

Waterfall
CRESCENT

LANDLORD RULES

The Landlord Rules have been established and is 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 the Landlord Rules in its entirety, which forms part of the lease agreement concluded with the landlord.

USEFUL TELEPHONE NUMBERS

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Accounts and Admin	Tel: 011 300 8702
Landlord:	Midrand Rental Company (Pty) Ltd & Waterfall Residential Developments (Pty) Ltd Tel: 011 300 8702
Estate Security Control Room	Tel: 011 591 4879
Emergencies	Tel: 10111 112 (from mobile phone)
SA Police Service – Midrand	Tel: 011 347 1600
Fire Brigade	Tel: 011 375 5911 / 10177
Ambulance Service	Tel: 10177 082 911 (life threatening)

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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;
- **“common facilities”** – means all facilities which form part of the estate, 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 and such additional facilities (whichever may find application in the estate) as the landlord, developer, HOA or scheme 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, or any other subsidiary, related entity or person (as herein defined), and includes its successors in title and assigns;
- **“employee”** – means domestic staff and nannies, excluding contractors and construction workers;
- **“estate”** – means Waterfall Crescent situated within the township known as Jukskei View Extension 43;
- **“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 – where applicable);
- **“HOA”** – means the homeowners association upon registration associated with the property and includes the lessor, developer, landlord and scheme (as the case may be);
- **“landlord”** - means collectively Midrand Rental Company (Pty) Ltd, Registration Number: 2013/205992/07 and Waterfall Residential Developments (Pty) Ltd, Registration Number: 2008/011533/07 (or any other subsidiary, related entity or person, including its successors in title and assigns);
- **“Landlord Rules”** – means the landlord rules as will more fully appear from this document, as may be amended from time to time and “Rules” shall have a corresponding meaning;
- **“lease agreement”** - means a lease agreement or residential lease agreement concluded between the landlord and the tenant in respect of a unit;
- **“leased premises”** – means a unit;
- **“lessor”** – means Waterfall Country Estate Wuqf Proprietary Limited, Registration Number: 2004/0131493/07;
- **“management”** – means for purposes hereof, the landlord, the managing agent appointed by the landlord or the HOA (as the case may be);
- **“managing agent”** – means the person appointed by the landlord (including the property practitioner), 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 a lease agreement;
- **“person”** – means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- **“property”** - means the township known as Jukskei View Extension 43;
- **“property practitioner”** – means the property practitioner appointed by the landlord governed by amongst others the Property Practitioners Regulatory Authority established under the Property Practitioners Act, 22 of 2019;
- **“scheme”** – means a scheme as contemplated in the Community Schemes Ombud Service Act, 9 of 2011 (as amended), which shall include the estate;
- **“services”** – means the supply of water, sewerage, refuse removal, electricity, telecommunications, 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 or entity who concluded a lease agreement with the landlord;
- **“unit”** – means a residential unit forming part of the estate and shall include the premises as contemplated in a lease agreement;
- **“Waterfall Country Estate”** means the townships known as Jukskei View Extensions 19, 38, 39, 40, 41, 42, 43, 44, 53, 56, 57, 58 and 105; and
- **“WCEHOA Conduct Rules”** means the conduct rules (including the memorandum of incorporation) of the Waterfall Country Estate Home Owners Association Non Profit Company from time to time.

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 guests do the same.

3. THE DEVELOPER

Waterfall Golf Estate (Pty) Ltd is the developer of the property and the estate.

4. THE ESTATE

Waterfall Crescent's common facilities consist of amongst others, a swimming pool, play parks, clubhouse, gym, 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 and water consumption will be payable to the City of Johannesburg, landlord or a service provider (as the case may be), depending on the metering system applicable at the time.

6. MANAGEMENT

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

The HOA is a legally registered association which may hold ownership of the common property, to which is assigned the managing and running thereof to the benefit of all tenants and residents. The HOA and its operation are legally bound by its registered memorandum of incorporation, the contents of which are to be incorporated herein by reference (if applicable).

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 by a service provider and in the belief that they 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 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 nor claim damages as a result thereof.

7.2 Security

The estate is covered by contracts between a single security company and the landlord. The lessor and developer have provided a high level security infrastructure and arrangements namely 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 via 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, given access via the VMS and escorted by the tenant from and to the gate.

Visitors to the estate will be required to use the pre-clearance function on 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 or not providing a pre-clearance code to the visitor, visitors will, of necessity, have to be declined entrance 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. The security company is appointed by the landlord.

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 the 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 immediately be reported to the security gate.

7.3 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.

7.4 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 the gardening contractor who is appointed by the landlord.

Maintenance of enclosed gardens will be carried out throughout the estate by a contractor appointed by the landlord. The level of maintenance to enclosed gardens as carried out under the landlord's jurisdiction is of a basic general nature only.

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 these 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 these Rules is essential to the wellbeing of the tenants/occupiers and smooth operation of the facilities and recreation areas of the estate.

With regard to the interpretation of these 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 Rules and any contravention of the Rules by the aforesaid, shall be deemed to constitute a contravention by the tenant.

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

The Landlord Rules (as may be amended from time to time) form an integral part of the lease agreement concluded between the landlord and tenant.

The occupation of the tenant/occupier in terms of a lease agreement 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, the 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 (including exclusive use gardens and/or 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.

8.2.3 Tenants and occupiers must at all times ensure that their pets do not cause a disturbance to other tenants and ensure that they are contained within the confines of their unit/garden in order to avoid damage to the common property and inconvenience to other tenants and occupiers. The landlord may retract consent for a tenant to keep the animal in the unit should an animal cause disturbances to other tenants and occupiers.

8.2.4 All pets must be on a leash and under the direct control of the tenant or occupier when outside the confines of the unit.

8.2.5 Tenants and occupiers will, at all times, be held responsible for the actions of their pets.

8.2.6 The pet policy is to be adhered to by all tenants and occupiers.

8.3 Landscaping, Gardens and Common Areas

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

8.3.2 No planting of new plants and/or trees in enclosed gardens will be permitted without written permission being obtained from the landlord.

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

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

8.3.5 No Wendy houses are permitted on the estate.

8.3.6 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. Payments 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 provided the service is made available by the landlord, cardboard boxes are to be flattened and placed in the designated area for collection;
- 8.4.6 for the purpose of having the refuse collected, place such receptacle within the area and at the times designated by the landlord;
- 8.4.7 when the refuse has been collected, promptly return such receptacle to his or her unit or other area referred to in paragraph 8.4.1; and
- 8.4.8 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 and the like should not be flushed down toilets.

8.6 Balconies and Patios

- 8.6.1 Washing may not be hung over balconies, 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 clothing horse.
- 8.6.2 No object may be visible or protrude from the building.
- 8.6.3 No object or refuse of any nature may be thrown from balconies.
- 8.6.4 Only garden furniture 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 clothing 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 Children under the age of 12 (twelve) years of age must be supervised by a responsible/competent adult (without any exception).
- 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, no nuisance is caused to any tenant and/or occupier, and no damage is caused to the property of any tenant and/or occupier or the common property or any unoccupied unit.

8.8 Staff

- 8.8.1 Domestic and other staff working in the estate may neither loiter nor congregate on the common property.

- 8.8.2 All staff is to be registered with Estate Management. 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 reserves the right to take steps to refuse access to 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 (including any other staff member) 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 any vehicle on common property, grass verge or embankment, or permit or allow any vehicle to be parked on common property or block any other vehicles (including the gatehouse), without the prior written consent of the landlord being obtained.
- 8.9.4 The landlord may cause to be removed or towed away, at the sole risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned on the common property (including the gatehouse and surrounding areas), in front of or near a fire hydrant or fire hose, on the grass, in an incorrect parking space, without the landlord's written consent. The landlord shall furthermore be entitled to clamp a wheel of the vehicle in question at the risk and expense of the owner of the vehicle as set out herein, the transgression of which shall attract a fine and be payable prior to the declamping of the vehicle.
- 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 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 sole risk and responsibility. Neither the HOA/scheme nor the landlord shall be responsible for any damage (howsoever caused) to person or property in the unit, parking areas, common property and/or the estate.
- 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 by the landlord at the tenant's sole cost.
- 8.11 Damage, Alterations or Additions to the Common Property/Unit
- 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. Should a tenant make any changes to the unit, the tenant will be responsible for the cost to reinstate the unit to the original condition at the time of vacating the unit.

- 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, HOA or the scheme. The landlord may at any time remove any such extension, alteration or improvement to the exterior or interior of a unit and subsequently reinstating the unit to its original state, at the tenant's sole 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 common property or exclusive use area.
- 8.11.4 No tenant and/or occupier is allowed to erect their own TV aerials or satellite dishes. The units are equipped with communal aerials and dishes and only these are permitted. Tampering with the TV aerials, wireless network installation or satellite dish is strictly prohibited.
- 8.11.5 No tenant and/or occupier is allowed to install air conditioning units.
- 8.11.6 Should any damage of whatsoever nature be caused to the common property (including the unit) 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 and on a scale as between attorney-and-own-client.
- 8.12 DSTV / Top TV / DTTV / SABC and Internet Services/WiFi (whichever is applicable)
- 8.12.1 Should a tenant be in arrears with rental or other raised charges, apart from the tenants that have an agreed payment plan, the landlord will disconnect and/or suspend any of the services referred to herein above to all those units on the 5th day of every month and should the 5th fall on the weekend or public holiday, then the next working day.
- 8.12.2 A re-connection fee of R500,00 is applicable. Once payment has been made of the outstanding rental, charges, the reconnection fee and the proof of payment has been e-mailed to the landlord, then only will the landlord attend to re-connect the unit(s).
- 8.12.3 Should anyone tamper with the box to reconnect their unit, other than the landlord, a fine of R5 000,00 will be levied on that unit's account, which shall remain subject to the provisions contained in Annexure A.
- 8.12.4 Should a tenant damage and/or remove the DSTV and internet equipment installed in the unit, the tenant will be liable for the cost to reinstate or replace it.
- 8.13 Exclusive Use Areas (where applicable)
- 8.13.1 No wendy houses, sheds, zozo huts, jungle gyms, gazebos, boats, caravans, vehicle relics to be erected or stored at any time except with the written consent of the landlord.
- 8.13.2 Exclusive use areas are to be kept in a tidy and in a hygienic condition at all times.
- 8.13.3 Exclusive use areas include enclosed gardens, patios and allocated parking bays (if and where applicable).
- 8.14 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.
- 8.15 Fire Protection
- 8.15.1 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.

8.15.2 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 affected by qualified licensed and registered workmen appointed by the landlord.

8.15.3 Open Fires and Braais

Braais must always 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. Units with exclusive use gardens may however use gas braais.

8.15.4 Fire Hose /Extinguishers

8.15.4.1 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 8.18.4.2.

8.15.4.2 It is strictly prohibited to use the fire hose reel for gardening or domestic purposes or for any other purpose whatsoever, other than to extinguish fires. Any perpetrator will be subjected to a fine of R2 000,00 per occurrence, remaining subject to the provisions contained in Annexure A.

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

8.16 Pathways and Driveways

8.16.1 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.

8.16.2 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.

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

8.17 Noise

8.17.1 Human noise, pets noise or the use of radio's, TV's, musical instruments and other sound producing devices shall not be made 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.

8.17.2 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.

8.17.3 Silence must be maintained as follows:

8.17.3.1 Friday and Saturday: between 22h00 and 9h00; and

8.17.3.2 Sunday to Thursday: between 20h00 and 7h30.

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

8.17.5 Tenants and occupiers are advised that should they breach these Rules, a fine will be imposed and raised against the tenant's rental account.

8.17.6 Pets of tenants, occupiers and/or their visitors which cause a noise disturbance at any time during the day or night will result in a fine being imposed and raised against the tenant's rental account.

8.18 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.

8.19 Littering

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

8.20 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.

8.21 Storage of Inflammatory Material and other Dangerous Acts

8.21.1 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.

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

8.21.3 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 000,00, remaining subject to the provisions contained in Annexure A. Non-payment may result in legal action being instituted to obtain an eviction order.

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

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

8.22 Renting of Units

8.22.1 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.

8.22.2 Only 2 people per bedroom are allowed to reside on a permanent basis in the leased premises, with a maximum of:

8.22.2.1 1 bed – 2 adults;

8.22.2.2 2 bed – 2 adults and 2 children (under 18 years); and

8.22.2.3 3 bed – 3 adults and 3 children (under 18 years).

Any increase in the number of people shall however be subject to the prior written consent being obtained of the landlord, who shall be allowed to unreasonably withhold such consent.

8.22.3 Furthermore, a maximum of 1 (one) vehicle per 1 and 2 bedroom units, and 2 (two) vehicles per 3 bedroom unit will be permitted, which vehicles must be registered on the Waterfall Crescent Register and be parked in the designated parking bays for that unit only. Additional parking can be rented at an extra charge of R200,00 (Two Hundred Rand) (including VAT) per month per bay (only if available).

8.23 Eradication of Pests

A tenant shall keep his or her unit free of all pests, including, but not limited to, rats, 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.

8.24 Business Practices

- 8.24.1 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.
- 8.24.2 Hawkers will not be allowed into the estate at any time.
- 8.24.3 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.
- 8.24.4 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. Operating an Airbnb or similar business (use) in or from the leased premises is strictly prohibited.
- 8.24.5 Unless the written consent of the landlord is first obtained-
- 8.24.5.1 no auctions, garage, car-boot or jumble sales may be held; and
- 8.24.5.2 no advertisements or publicity material may be exhibited or distributed,
on the common property or in a unit.

8.25 Loss, Damage or Injury

- 8.25.1 The landlord, its directors, shareholders, members, employees, agents, representatives and/or appointees are not responsible for any loss, damage or injury/fatality (howsoever caused) that may be suffered or incurred within the individual units, the common areas/property or the estate by any tenant, occupier, staff and/or visitors.
- 8.25.2 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.

8.26 Contravention of Laws and Landlord Rules

- 8.26.1 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-own-client scale, as a result of such proceedings.
- 8.26.2 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.
- 8.26.3 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.

8.27 Payment of Rental and Amenities

- 8.27.1 Payment in full of rental and charges must be received by the landlord by no later than the first day of each month.
- 8.27.2 Interest is payable on late payment at a rate determined by the landlord from time to time.
- 8.27.3 Any account older than 7 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.
- 8.27.4 The landlord reserves the right to disconnect the services to any unit if the account of a unit is over 5 days in arrears.
- 8.27.5 The landlord reserves the right to disconnect the services to any unit and/or restrict access to common property (e.g. the gym, restaurant and the like) if the account of a unit is over 5 days in arrears and the landlord (including its directors, shareholders, members, employees, agents, representatives and/or appointees) shall not be liable for any damage resulting from the disconnection and/or reconnection.

8.27.6 The landlord reserves the right to restrict vehicular access in the estate by a tenant and/or occupier if the tenant and/or occupier's rental account is more than 5 days in arrears.

8.28 General

8.28.1 The landlord shall have the right to take any action deemed fit to prevent any infringement of the Landlord Rules.

8.28.2 The landlord reserves the right to take steps to refuse access of any visitor of a tenant and/or occupier of the estate.

8.28.3 No alcohol may be consumed anywhere on the common property, nor may any illegal substance (which shall deem to include dagga / marijuana) be smoked, used or consumed anywhere on the common property or a unit.

8.28.4 No activity or hobby that could cause aggravation, nuisance or a security risk to fellow tenants is allowed.

8.28.5 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.

8.28.6 It is a specific condition of the Landlord Rules that only registered tenants are permitted access into Waterfall Country Estate. Guests of registered and unregistered tenants are not permitted access into Waterfall Country Estate, even though they are accompanied by a registered tenant.

8.28.7 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 the Landlord may have herein or in law, including its remedies contained in the lease agreement concluded with the tenant.

9. **PARKING**

9.1 The monthly rental includes a separate charge for parking and it is subsequently agreed by the parties that the tenant shall not be entitled to enter the estate's parking area and/or park the tenant's vehicle(s) in or on the estate:

9.1.1 unless the vehicle(s) has/have been registered on the estate's security system; and

9.1.2 for the duration of any period of non-payment.

9.2 If the tenant and for the duration of the period of non-payment as referred to in clause 9.1 above, parks the tenant's vehicle(s) in or on the estate, the landlord, HOA or body corporate (whichever is applicable) will be entitled to restrict access of such vehicle to the estate or clamp the wheel of the vehicle(s) which shall only be removed upon:

9.2.1 the receipt of the tenant's written undertaking to immediately remove the vehicle(s) from the estate until the charge in respect of parking has been paid in full; and

9.2.2 the payment of a fine which shall be the greater of R2 000,00 (Two Thousand Rand) or as stated in the Landlord Rules/Annexure A.

9.3 The tenant may not park, nor allow anyone else to park, any vehicle on any driveway or grounds of the common property or the estate except in the tenant's own garage or special parking area or in an area specially set aside for parking.

9.4 The tenant will not obstruct any driveway or other part of the common property / estate (including the gatehouse), and trailers may only be parked in a designated trailer parking area.

9.5 Subject to Rules 9.1 and 9.2, a tenant's failure to timeously pay the monthly rental (or any part thereof) may lead to the landlord/HOA/body corporate/scheme denying/refusing the tenant (or any other visitor or occupier of a unit) vehicle access to the parking area/parking bay/estate (security access point / gatehouse).

10. **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.

11. SPECIFIC GUIDELINES

11.1 Maintenance

11.1.1 Common property: Gate houses, gates, perimeter fence and community facility buildings are all maintained by the landlord.

11.1.2 Individual units: The maintenance of a unit externally including all railings, fencing and roof is the responsibility of the landlord, however 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.

11.2 Household/Appliance Repairs/Light Bulbs

11.2.1 General repair of appliances in a unit is the responsibility of the tenant. Appliances which form part of an appliance package as set out in the addendum (appliances) will be subject to the terms the terms therein contained.

11.2.2 Notwithstanding any other contrary term that may be contained in the lease agreement or otherwise, faulty light bulbs shall immediately be reported to the maintenance team of the landlord who will replace the light bulbs at the tenant's cost. All tenants are prohibited from replacing light bulbs, the contravention of which will result in a fine being levied on the unit's account.

12. LEGAL ASPECTS

12.1 Indemnity

12.1.1 Neither the lessor, HOA/scheme nor the landlord (including its directors, shareholders, members, employees, agents, representatives and/or appointees) shall be liable to any tenant for any injury/fatality or damage of any description which the tenant, 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 negligence (without any restriction whatsoever) on the part of the landlord or any employees, servants or agents of the landlord. Neither the lessor, HOA or landlord nor the managing agent or duly authorised representative of the landlord accepts any responsibility or liability whatsoever in respect of the receipt or non-receipt and delivery or non-delivery goods, postal matters or correspondence.

12.1.2 The landlord and developer (including its directors, shareholders, members, employees, agents, representatives, appointees, sub-contractors' employees, agents, representatives or staff) shall not be liable under any circumstances for illness or death, whether arising from negligence or any other cause whatsoever, which is suffered by the tenant or occupier (including his/her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the tenant or occupier) resulting from contracting Covid-19 (including any similar or other variant) whilst in the estate, common property and/or a unit. It remains the tenant or occupier's (including his/her family or any employee or servant or any relative, friend, acquaintance, visitor, invitee or guest of the tenant or occupier) responsibility to fully comply with the regulations issued by the South African Government under the Disaster Management Act, 57 of 2002 relating to amongst others social distancing, wearing of masks, washing of hands and the like. If the tenant or occupier (including any occupant) contracts Covid-19 (including any similar or other variant or other disease), he or she shall immediately contact the estate management, the National Institute for Communicable Diseases helpline (0861 322 322) and self-isolate (alternatively isolate in any facility as may be directed by the relevant authorities).

12.2 Open Spaces

All open spaces as indicated on the layout shall be maintained by the landlord 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.

12.3 Use of Roads and 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 from time to time. It is solely for tenants, their family members and guests. It is not for the benefit of members of the public at large, and terminates automatically upon a tenant no longer renting a 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, who shall have the benefit of such use in respect of the unit, internal roads, common areas and the like.

12.4 Management of Roads and Common Areas

Roads will be the responsibility of the HOA and/or landlord. Subject to the aforementioned, the HOA and/or landlord shall exercise all rights on the open spaces including, without limitation the right to reserve or grant further servitudes upon or under any part of the open spaces and the HOA and/or landlord shall administer, manage, operate, maintain, repair and replace as necessary all of the open spaces as well as any improvements thereupon. The HOA and/or landlord may promulgate further rules and regulations (including amendments thereto) and can hereafter modify, alter or amend any rules and regulations with regard to the enjoyment of the open spaces, common property and the like.

12.5 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.

12.6 Termination, Cancellation, Abandoning and/or Vacating of Units

12.6.1 If the tenant elects to terminate or cancel the lease agreement and the tenant gives the landlord less than 1 (one) calendar month's written notice that it terminates or cancels the lease agreement during or after the lease period, the tenant shall pay to the landlord a once off short notice charge alternatively penalty equal to 1 (one) month's rental. The payment of the once off short notice charge (which shall deem to constitute a reasonable cancellation penalty fee as contemplated in Section 14 of the Consumer Protection Act, 68 of 2008) shall not affect any other rights which the landlord may have against the tenant as a result of the said termination or cancellation and with specific reference to the landlord's claim for amongst others the loss of rental in respect of the remainder of the period until the termination date of the lease agreement.

12.6.2 The tenant acknowledges that all moveable assets in the unit are subject to a general lien for any monthly rentals and other amounts owing to the landlord by the tenant. Apart from the landlord's right to institute legal action against the tenant to recover arrear rental and ancillary charges as set out in the lease agreement read in conjunction with the Landlord Rules, should the tenant abandon or vacate the unit resulting in the termination of the lease agreement, the landlord may enter the unit using such force as is necessary with a witness and make an inventory of all moveable assets in the unit and take possession of such moveable assets (including the right to remove same) in the landlord's sole discretion and will be entitled to do any one or more of the following:

12.6.2.1 without further notice or demand, cancel the lease agreement (on notice to the tenant to that effect) and without derogating from the rights of the landlord to claim any arrear monthly rental and/or other amounts, payable to the landlord and to claim and recover from the tenant such damages as may be suffered in consequence of such breach and/or cancellation;

12.6.2.2 sell the moveable assets by private arrangement or public auction to defray amongst others any unpaid rentals, or costs associated with collection of fees and/or costs associated with the disposal of the moveable assets; and/or

12.6.2.3 dispose of the goods in any other reasonable manner as the landlord sees fit.

12.6.3 Whenever it is necessary in terms hereof to determine the market value of the moveable assets and at the landlord's sole discretion, such value shall be determined at the expense of the tenant by an appraiser appointed by the landlord, whose valuation shall be final and binding on the tenant.

12.6.4 If any money is recovered from the sale or disposal of the moveable assets, the proceeds shall be applied as follows:

12.6.4.1 First, to pay the costs of and associated with the sale or disposal of the moveable assets (including the cost incurred with respect to any valuation, legal costs, collection fees and as may in any other manner have been incurred by the landlord by exercising its rights and/or enforcing its remedies in terms of the lease agreement or at law);

12.6.4.2 Second, all rental and other fees owed to the landlord and any other costs incurred by the landlord in connection with re-entering the unit, storage (at a cost of R4 000,00 per month, including VAT, as set out in the lease agreement) and selling or disposing of the moveable assets; and

12.6.4.3 Third, any excess will be paid to the tenant without interest.

12.6.5 The landlord in the circumstances shall be deemed to have been irrevocably authorised to transfer ownership of the moveable assets to any third party purchaser on the sale or disposal of the moveable assets.

12.6.6 The tenant irrevocably indemnifies the landlord (including its directors, shareholders, members, employees, agents, representatives, appointees and/or property practitioner) against any claim of whatever nature which may be instituted against the landlord as a result of the entry into the unit, storage, the sale or disposal of the moveable assets as contemplated herein (Rule 12, read in conjunction with the remainder of the Landlord Rules).

12.7 Political Prohibition, Fraternalisation and Intimidation

12.7.1 All tenants (including any visitor and/or guest) are prohibited from engaging (e.g. lobbying, community organizing or campaign advertising aimed at achieving clearly defined political goals, which typically benefit the interests of the tenant) any political party for the duration of their occupation of the leased premises/unit. Any association with a political party to amongst others engage the landlord whilst in occupation of the leased premises/unit in the estate will deem to constitute a breach of the lease agreement and upon which the landlord may immediately without notice terminate the said agreement resulting in the eviction of the tenant (including all other occupants) from the leased premises/unit.

12.7.2 Tenants may not:

12.7.2.1 fraternise;

12.7.2.2 associate and/or form a coalition (e.g. lobbying, community organizing or advertising);

12.7.2.3 spread false information in respect of amongst others the landlord (including its management company and the property practitioner);

12.7.2.4 target, intimidate, harass, provoke and/or verbally (or physically) abuse or assault staff members of the landlord, management company or the property practitioner;

12.7.2.5 engage in any other unacceptable conduct,

for the purpose of amongst others discrediting the landlord, causing harm, controversy, disagreement, discord and/or conflict within the estate.

12.8 Amendment of the Landlord Rules

The landlord reserves the right to amend the Landlord Rules and which amendment(s) shall be communicated to all tenants, from which date the amendment(s) shall become enforceable against all tenants, visitors, guests and the like.

12.9 Protection of Personal Information Act, 4 of 2013 ("POPIA")

The tenant hereby consents and authorises the landlord from time to time to:

12.9.1 disclose the content contained in the rental application form for residential property, the lease agreement and any other personal information provided to the landlord for the purposes of any pre-qualification, the conclusion of the lease agreement or otherwise to any other responsible party or person;

12.9.2 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the tenant;

12.9.3 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the tenant to any registered credit bureau or any credit provider (or potential credit provider) (including blacklisting the tenant as a result of the non-payment of the rental or other payments under the lease agreement) seeking amongst others a trade reference regarding the tenant's contractual relationship with the landlord;

12.9.4 disclose the indebtedness and non-payment of tenants on any notice board on common property; and

12.9.5 process all personal information and/or special personal information as contemplated in Rules 12.9.1 to 12.9.3 above, in due compliance with the provisions contained in POPIA.

12.10 Immediate Termination of the Lease Agreement by the Landlord

12.10.1 The landlord may terminate the lease agreement with immediate effect and demand that the tenant vacate the unit forthwith, within a period of 24 (twenty four) hours from the date of termination in the event that the landlord, the property practitioner or the body corporate becomes aware of the fact that the tenant:

- 12.10.1.1 is potentially conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997, the Treatment of Substance Abuse Act 70 of 2008, the Medicines and Related Substances Act, 101 of 1965 and/or the Drugs and Drug Trafficking Act, 140 of 1992;
- 12.10.1.2 is in breach of the provisions contained in the Estate Rules and with specific reference, but not restricted thereto, to a breach of Rule 12.7;
- 12.10.1.3 verbally or physically abuses staff members of the landlord, management company or security company;
- 12.10.1.4 assaults (or threatens to assault) a staff member of the landlord, management company or security company (including any other person in the estate); or
- 12.10.1.5 engages in any other unacceptable conduct which at the sole discretion of the landlord warrants the immediate termination of the lease agreement.
- 12.10.2 In the event that the provisions of Rule 12.10.1 apply, the landlord shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the landlord to prove such reporting to the tenant or any third party.
- 12.10.3 In the event that the tenant provides the landlord or the property practitioner with incorrect information or documentation during the application process conducted before the conclusion of the lease agreement ("**application process**"), or omits to provide any relevant information or documentation, whether intentionally or in error, the landlord will be entitled to terminate the lease agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the application process form the basis upon which the landlord concludes the lease agreement with the tenant.

13. **USEFUL INFORMATION**

Landlord

Midrand Rental Company (Pty) Ltd and Waterfall Residential Developments (Pty) Ltd
P O Box 70406
Bryanston
2021
Tel: 011-300 8702

Rental Agent

Name: Darren Turner
Email: darren@houss.co.za
Cell: 072 966 4819

Estate Manager

Name: Darren Turner
Email: darren@houss.co.za
Cell: 072 966 4819

FINING STRUCTURE FOR THE WATERFALL CRESCENT

The below outline the fining structure which will be applied to tenants who do not abide by the Landlord Rules.

The landlord is, and subject to 1 to 14 below, authorised to impose a minimum fine of R500,00 which 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.

Should a tenant and/or occupier in occupation of a unit continue to breach the Landlord Rules after the first fine has been charged, the landlord may at its sole and absolute discretion, increase the value of any subsequent fines, all of which will not affect the landlord's right to institute its contractual remedies contained in the lease agreement.

Subject to the Landlord Rules, the fines are as follows:

Fine Subsequent to a Written Warning		
1.	A person gaining access to the estate illegally	R1 000,00
2.	Damages to any part of the estate	R2 000,00 plus damages
3.	Illegal parking other than in a designated parking space	R1 000,00
4.	Speeding	R1 000,00
5.	Use of the fire hose reel and/or fire extinguisher for any use other than for the use of fighting fires	R2 000,00
6.	Willful transgression of any of the conduct rules (including entering in and/or parking on the estate whilst being in arrears with the payment of the monthly rental and/or any other ancillary costs/charges/fines)	R2 000,00
7.	Unauthorised alterations or additions	R2 000,00 plus costs to reinstate
8.	Excessive noise on Sunday to Thursday after 20:00 and/or on Friday and Saturday after 22:00	R1 000,00
9.	Non-compliance of conditions relating to pets and disturbances caused by pets	R1 000,00
10.	Washing/laundry on walls, grass, anywhere on the common property or hanging over balconies	R1 000,00
11.	Littering and dumping of rubbish	R2 000,00
12.	Ignorance to signs and warnings – any transgression of warnings on signage – no warning letter required – fine will be imposed immediately	R2 000,00
13.	<u>DSTV / Top TV / DTTV / SABC and Internet Services/WiFi (whichever is applicable) - tampering with the box to reconnect a unit</u>	R5 000,00
14.	Use of firearms for recreational purposes or threats against other individuals within the estate	R10 000,00

- The landlord may at its sole discretion increase or decrease the quantum of the fines recorded above, which will be dependent on the circumstances, frequency and severity of the transgression.