

HOUSE RULES & CODE OF CONDUCT

Ithemba offers safe community living; we encourage our residents to foster and maintain a positive, inclusive, and enjoyable living and working environment. To ensure that you have the best stay possible, please read through and familiarise yourself with our house rules and code of conduct.

1. OCCUPATION

- 1.1 No more than the maximum number of occupants as described in the Lease Agreement may reside in the unit on the Premises.
- 1.2 The Premises is only to be used for residential purposes. Approval is required for any business operated from the premises. A motivation to operate a business needs to be submitted to hello@ithembaproperty.co.za for approval.
- 1.3 No Tenant, occupant and/or visitor shall contravene or permit the contravention of any law, by-law, ordinance, proclamation or statutory regulation or the conditions of any license, relating to or affecting the occupation of the Premises.

2. BUILDING APPEARANCES

- 2.1 Windows are to be protected and kept closed during heavy winds and seasonal storms.
- 2.2 The Tenant is responsible for any broken glass or repairs should the windows in their unit be damaged due to negligence on the part of the tenant or any occupant.
- 2.3 The Tenants are responsible for ensuring the cleanliness of the Premises.
- 2.4 Tenants shall not hang or place any items outside the unit or the building on the Premises.
- 2.5 Tenants will not be allowed to hang clothes or any other laundry items to dry in places other than on the washing line(s) provided for the Premises.
- 2.6 No one shall damage, fit, or install anything to the communal property, gardens and shrubs or anywhere outside the unit on the Premises.

3. USE OF COMMUNAL AND RECREATIONAL AREAS

- 3.1 Recreational areas are open from **7:00 to 22:00** daily.
- 3.2 Kids play areas are open from **7h00 to 18h00** Monday to Friday and **10h00 to 18h00** Saturday and Sunday.
- 3.3 Keep communal and recreational areas and facilities clean and tidy at all times.
- 3.4 Place all rubbish in the appropriate refuse bins provided and dispose of waste appropriately in the designated refuse bins.
- 3.5 Furniture and equipment provided in communal and recreational areas must remain in these areas and not move to other communal and recreational areas or units.
- 3.6 The Tenant will be held accountable for the repair or replacement costs of damages to the communal and recreational area or property.



- 3.7 No actions may be done or permitted on the Premises that will increase the risk of fire or in any way compromise or increase the rate of the premium payable in respect of the Premises on any insurance policy.
- 3.8 All children remain the responsibility of their parents or Tenant.

4. CONSERVATION OF THE ENVIRONMENT

- 4.1 We encourage all our residents to be mindful of their impact on the environment:
 - 4.1.1 We deem it extremely important to conserve water and keep usage to a minimum.
 - 4.1.2 Excessive water usage can be due to leaky or dripping taps, leaking pipes and many other factors. If you are aware of a leaking pipe, you must report it to the building manager immediately.
 - 4.1.3 It is recommended that when doing laundry, do a fuller load instead of a smaller load to maximise use and efficiency. Try taking showers instead of baths where possible as they use much less water.
 - 4.1.4 Conserve electricity and switch off your lights when you are not in your unit or do not require the use of lights.
 - 4.1.5 Turn off electrical appliances when not in use.

5. ELECTRICAL APPLIANCES

- 5.1 Electrical plugs may not be overloaded.
- 5.2 Tenants shall use all electrical equipment in a responsible manner, and if provided by the landlord, report any defects or malfunctioning as soon as practically possible to the building manager.
- 5.3 Tenants shall not remove any fittings or equipment provided for by the Landlord inside the unit.

6. OCCUPATIONAL HEALTH AND SAFETY

- 6.1 Adherence to occupational health and safety practices and compliance with applicable health and safety regulations is a shared responsibility of the Landlord, Tenant, and occupants.
- 6.2 Tenants shall adhere to any reasonable instruction issued by any of the Landlord's representatives on the Premises to adhere to the occupational health and safety legislation.
- 6.3 If the Tenant stores hazardous materials, for example, paint, motor oil, adhesives, aerosol cans, propane cylinders, moth repellents, batteries, cleaning materials such as bleach and drain cleaner, the Tenant must ensure that the containers are:
 - 6.3.1 properly closed;
 - 6.3.2 used for its purpose and in the prescribed manner;
 - 6.3.3 placed carefully in tiers that are stacked, blocked, interlocked, and limited to in height so that they are stable and secure against sliding or collapse;
 - 6.3.4 storage areas are kept free from the accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harbourage.
- 6.4 Tenants shall not enter unauthorised areas on the Premises as these areas could be hazardous.



- 6.5 Tenants may not tamper with any rodent bait stations or other pest control equipment installed on the Premises by the Landlord. Furthermore, Tenants shall be vigilant and follow directions from the Landlord when the Landlord or its contractors perform any activities relating to pest control or other matters which require the use of hazardous substances.
- 6.6 Tenants must follow prescribed routes and walkways to ensure that they do not expose themselves to moving vehicles within the roads or parking areas of the Premises.
- 6.7 No one shall use or damage the emergency equipment, fire extinguishers or fire hoses for any other purpose than an emergency. It is a criminal offence to tamper with emergency equipment – anyone found guilty will be liable to a fine or cancellation of their Lease Agreement.
- 6.8 If emergency equipment is utilised for any purpose other than an emergency, the Tenant will be liable for the total replacement cost.
- 6.9 The emergency exits and all stairwells, as indicated on signage, shall be kept free from obstruction and no smoking is permitted in these areas.
- 6.10 Tenants must report any health and safety matters immediately to the building manager.
- 6.11 Tenants are required to familiarise themselves with emergency numbers, floor plans and signage displayed in the buildings to ensure their safety in the event of an emergency.
- 6.12 Children are not permitted to play in any of the stairwells in the buildings particularly, emergency stairwells.
- 6.13 No open fires and flames are permitted inside the unit or on balconies of the Tenant's Premises.
- 6.14 The Tenant may not have "braais"/barbeques (or any form of cooking whatsoever) on patios or balconies of the building.
- 6.15 According to the South African National Standards (SANS), if you live in an apartment, you may have a maximum of 9kg of gas stored inside your unit.
- 6.16 Even though considered stable and safe, LPG still possesses a certain degree of danger, much like any other fuel. The most common hazards associated with the use of LPG includes explosions, fire and carbon monoxide inhalation.
The source of these risks associated with the use of gas is usually:
 - 6.16.1 poor hose connections
 - 6.16.2 damaged or corroded cylinders/Inadequate maintenance
 - 6.16.3 placing a cylinder near a source of heat
 - 6.16.4 incorrect storage of the cylinder.
- 6.17 No Tenant may install any new electrical plug, light, ceiling fan or light switch without the written consent of the Landlord.
- 6.18 **What To Do in Case of Emergency:**
 - 6.18.1 Await evacuation orders through an alarm or verbal instructions.
 - 6.18.2 Do not wander away.
 - 6.18.3 Once you have reached the designated assembly point, stay with the group or at the assembly area until you receive further instructions.
 - 6.18.4 During an evacuation, a roll call is performed to determine if everyone has safely evacuated the Premises.
 - 6.18.5 Only return to your unit once deemed safe to do so.
 - 6.18.6 It is essential that visitors register at Building reception to ensure their safety in the event of an emergency evacuation.

7. NO SMOKING POLICY



- 7.1 Smoking should not be a nuisance to any other tenant or neighbours.
- 7.2 Smoking is prohibited in common areas, including but not limited to, hallways, foyers, common rooms, front steps, entrance ways, walkways, and building facilities.
- 7.3 The Lessee, occupants and their visitors are allowed to smoke outside the premises, not less than 5 meters from the entrance of the building.
- 7.4 The failure of any party to comply with these rules will be subject to a fine.

8. PROHIBITED ITEMS

8.1 WEAPONS

- 8.1.1 ANY illegal weapons are prohibited on the Premises, including in the Tenants' units.

8.2 FLAMMABLE ITEMS

- 8.2.1 Flammable and dangerous items such as fireworks, flammable liquids and gases, homebrew kits, bug/pest control bombs, etc., are strictly forbidden on the Premises.

8.3 PETS

- 8.3.1 Pets are not allowed on the Premises for health reasons.
- 8.3.2 No other animals or livestock may be brought onto or slaughtered on the Premises or any communal areas.

8.4 ALCOHOL

- 8.4.1 Alcohol must be consumed responsibly by Tenants in their units as well as designated areas.
- 8.4.2 Tenants shall observe socially acceptable practices in all areas of the Premises and must not behave inappropriately or offensively while under the influence of alcohol.
- 8.4.3 Alcohol consumption is not an acceptable excuse for abusive, menacing, or obnoxious conduct.
- 8.4.4 Ithemba does not accept that having a good time needs to involve damage to property, noise, mess, abuse, or harassment of others.
- 8.4.5 The brewing of alcoholic beverages on the Premises is prohibited. It will result in a fine and the confiscation of the equipment and the beverages produced.

8.5 ILLEGAL DRUGS

- 8.5.1 Illegal drugs are STRICTLY FORBIDDEN.
- 8.5.2 The possession, cultivation, consumption or selling of any prescribed, non-prescribed or illegal drugs or possession of equipment to aid in the use of these drugs or substances is prohibited. If found in public areas, the Landlord will confiscate and remove these substances.
- 8.5.3 ANY breach of this rule by a Tenant or his visitor in any form is considered misconduct and illegal. Ithemba reserves the right to terminate the Tenant's Lease Agreement with immediate effect and report illegal activities to the South African Police Department.

9. NOISE AND BEHAVIOUR

- 9.1 Tenants will conduct themselves in such a manner to ensure that they are not a nuisance to other tenants or neighbours.
- 9.2 No excessive noise is permitted on the Premises.
- 9.3 Radios, music players, musical instruments or televisions are not to disturb any other tenants or neighbours.
- 9.4 Tenants must control their visitors to ensure that they do not disturb the other tenants or neighbours.
- 9.5 At any time of the day, a Tenant has the right to respectfully and politely ask people making excessive noise to stop and accommodate reasonable requests immediately.
- 9.6 Tenant's will refrain from any offensive or unacceptable behaviour:
Offensive behaviour includes abusive, threatening, menacing, obscene, obnoxious, or antisocial conduct. It also includes physical assault, fighting and bullying.
Unacceptable behaviours include excessive noise, drunkenness, the selling/possession of illegal drugs/habit-forming substances, possession of illegal weapons, vandalism, harassment, assault, or abusive behaviour.

10. CHILDREN

- 10.1 The Tenant shall supervise any children and the children of visitors to ensure that:
 - 10.1.1 no damage is caused to part of the building by such children; and
 - 10.1.2 that they are not a nuisance to other occupants in the building.
- 10.2 The Tenant shall not permit or allow children to play ball games, ride bicycles, tricycles, skateboards or manually operated scooters, or skate with roller skates or roller blades, or play in the passages of the common property, lobbies, elevators, stairways, fire escapes, parking garages or any other area within the building.

11. REFUSE DISPOSAL

- 11.1 Tenants may not place any refuse on the stairwell, outside their units or in any other common areas.
- 11.2 Refuse bins are in the refuse area. All refuse must go into these bins with the refuse bin lids closed at all times.
- 11.3 Irregularly sized or bulk refuse that cannot be removed from the Premises by the refuse service remains the Tenant's responsibility. The Tenant must make special arrangements with a private contractor for their removal. All costs thereof shall be for the Tenant's account.

12. SECURITY

- 12.1 Tenants shall always adhere to the security guidelines/rules of the Premises, *inter-alia*, biometric system, visitor system and security gate system of the Premises.
- 12.2 The Premises are under 24-hour CCTV surveillance and security patrols for your safety and security.
- 12.3 Tenants are to report any suspicious behaviour to Management.
- 12.4 It is recommended that Tenants keep all applicable security doors locked at all times.
- 12.5 Tenants must ensure that vehicle gates are adequately closed after exiting or entering the Premises.
- 12.6 It is recommended that Tenants keep all windows and unit doors locked when leaving the Premises.



- 12.7 All valuable items are recommended to be removed by the Tenant when going on vacation.
- 12.8 Damage or theft of another residents' property will not be tolerated; parties found guilty by a Court of law may be charged for damage/loss.
- 12.9 It is a criminal offence to tamper with electrical meters, connections and installations – anyone found guilty will, at the discretion of Ithemba, be liable to a fine or cancellation of their Lease Agreement. The tenant will also be liable for backdated charges.

13. SIGNS AND NOTICES

No tenant shall place a sign, notice, billboard, or advertisement of any kind on any unit, any part of the recreational areas, communal area or on the Premises.

14. VEHICLES AND PARKING

- 14.1 Tenants may only park in designated parking bays as allocated on their Lease Agreement.
- 14.2 Vehicles parked in any area other than a designated parking bay will be clamped and fined a daily rate until such time that the owner pays for the total amount fined.
- 14.3 Tenants must ensure that their Vehicles do not spill oil, brake fluid or any other substance which leaves marks on the paving or concrete as the cleaning thereof will be for the Tenants' account. It includes Vehicles owned by the Tenant's occupants and visitors.
- 14.4 No Vehicle may be washed, dismantled or repaired on any portion of the parking area or Premises.
- 14.5 Parking bays are not to be used as storage areas.
- 14.6 Any unused, derelict, or unauthorised Vehicle(s) will be removed at the Tenant's costs.
- 14.7 Tenants' that park their Vehicles on the Premises do so at their own risk. The Landlord cannot be held accountable for any damage or theft of any Vehicle on the Premises.

15. INSURANCE

- 15.1 The Landlord and/or Agent is not responsible for any damage or loss caused to personal items located on the Premises.
- 15.2 Tenants are encouraged to take out appropriate insurance.

16. UNIT CARE

- 16.1 Keep rooms, kitchens, and bathrooms clean and hygienic.
- 16.2 Tenants are not allowed to make any structural changes or additions to their units.
- 16.3 Pest control inside the unit is the responsibility of the Tenant. Ithemba can provide in-unit pest control service, price available on request from the building manager.
- 16.4 No stickers or adhesives on walls.
- 16.5 Tenants will be responsible for the repair costs of damaged internal walls including but not limited to holes caused by nails and any other superficial changes.
- 16.6 Each Tenant must:



- 16.6.1 clean their unit regularly,
- 16.6.2 hygienically maintain their unit,
- 16.6.3 clean the internal windows in their unit,
- 16.6.4 take all possible steps to stop blockages and obstructions in the drains, sewage pipes and water pipes in his unit and within the Premises.
- 16.6.5 Log maintenance calls appropriately.
- 16.6.6 Important: maintenance costs for ***fair wear and tear*** are for the Landlord's account. ***Reasonable wear and tear*** refers to any decline which results from regular use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or the Tenant's visitors; repairs for damages of this nature will be for the Tenant's account.
- 16.6.7 The Tenant and the Landlord may only use the service providers pre-approved by the Landlord for any maintenance. The list of service providers can be obtained from the building manager.
- 16.7 Kindly adhere to the following basic principles:
 - 16.7.1 wipe down the kitchen surface after use and do not leave out dirty dishes or pots (ants and other pests can quickly become a problem when food is left out).
 - 16.7.2 wipe out microwaves after use and NEVER place any metals in microwaves.
- 16.8 The Landlord or Agent may, on 24 hours' notice to the Tenant, enter the Premises to:
 - 16.8.1 inspect the unit and Premises.
 - 16.8.2 carry out any repairs.
 - 16.8.3 show the unit and Premises to any prospective tenant, purchaser, or Landlord's estate agent.
 - 16.8.4 for any other lawful reason.

17. VISITORS

- 17.1 Visitors are allowed to enter and exit the premises any time of the day.
- 17.2 A maximum of 3 (Three) visitors are permitted per unit at any one time. This is due to Health and Safety restrictions.
- 17.3 The Tenant must notify their Building Manager and get approval for any large functions or gatherings in advance.
- 17.4 Tenants must:
 - 17.4.1 Meet their visitors in the reception area of the building.
- 17.5 Visitors must
 - 17.5.1 Present valid proof of identity to the security personnel on duty at the Landlord's offices situated in the building, sign in the visitors register and present valid proof of identity to the security personnel on departure.
 - 17.5.2 Examples of valid proof of identity:
 - 17.5.2.1 ID Book, temporary ID or copy thereof
 - 17.5.2.2 Passport or copy thereof
 - 17.5.2.3 Driver's License
 - 17.5.2.4 Asylum



- 17.5.3 Visitors that are sleeping over will have to sign in the sleepover register and indicate the planned duration of stay and the tenant they are visiting will have to sign them in and out on the register at reception.
- 17.5.4 If visitors stay longer than 14 consecutive days, they will be obliged to enrol as an occupant of the leaseholder.
- 17.5.5 Visitors must adhere to House Rules of the premises.
- 17.5.6 Visitors will conduct themselves in such a manner to ensure that they are not a nuisance to other tenants and their visitors.
- 17.6 Visitors must not:
 - 17.6.1 cause damage to the Premises, common property, or any other part of the building.
 - 17.6.2 loiter around the premises.
- 17.7 The Tenant shall supervise his/her visitors and ensure that his/her visitors comply with the above.
- 17.8 Any visitors that do not abide by the House Rules, may be asked to leave the premises, or be removed from the premises.
- 17.9 Transgression Warnings apply

18. GENERAL

- 18.1 The Tenant shall not hold the Landlord liable for any loss, injury, death, illness, or damage.
- 18.2 The Tenant shall be liable for payment of damages or losses caused by the Tenant, the Tenant's children, visitors, visitors' children, invitees, agents or employees to the unit, the Premises or common areas.
- 18.3 The Landlord reserves the right to report any illegal activities to the relevant authorities.
- 18.4 Should the Tenant abscond from the Premises:
 - 18.4.1 Ithemba may remove the Tenant's furniture from the Premises and place same in storage. A storage fee will be charged for the Tenant's costs as set out in the Lease Agreement;
 - 18.4.2 should the Tenant not collect same within Thirty (30) days, it will be donated to charity.
- 18.5 The Landlord may at any time amend or supplement these rules without prior notice.

19. TRANSGRESSION OF RULES

- 19.1 Failure to adhere to the Rules will constitute a Material Breach as set out in the Lease Agreement.
- 19.2 The Landlord may, in its sole discretion, impose fines for any violation of the Rules which said penalties and fines are set out in Annexure A to the Rules or exercise its remedies as set out in the Lease Agreement.
- 19.3 The Landlord reserves its rights to amend the penalties and fines as set out in Annexure A to the Rules, at any given time and at its sole discretion, without notification to the Tenant.
- 19.4 All enquiries, suggestions and/or complaints must be made to the Ithemba CRM department in any of the following ways:



- 19.4.1 Email: hello@ithembaproperty.co.za
- 19.4.2 WhatsApp: [063 804 9498](tel:0638049498)
- 19.4.3 Telephone: [087 330 0005](tel:0873300005)
- 19.4.4 QR Code (maintenance only): inside the unit behind the door
- 19.5 Tenants can receive a **REWARD** for reporting any Rule offense that leads to another tenant being found guilty. (i.e., whistle blowing). Tenant anonymity is guaranteed. This should be reported to: 0800 333 902 / divercity@whistleblowing.co.za

Ithemba House Rules, as may be amended from time to time, shall be deemed to be incorporated into every signed Lease Agreement and are therefore applicable to and binding upon the Parties.

All tenants are required to read and accept these Rules and the terms and conditions of the Lease Agreement. Lack of awareness is not an acceptable excuse for non-compliance.

Upon signature of **Ithemba's** Lease Agreement, the Tenant & his occupants accept these Rules.

ANNEXURE A – TRANSGRESSION AND FINES

Warning Level

| |
|--------|
| Low |
| Medium |
| High |

| Description / Complaint | 1 st Offence | 2 nd Offence | 3 rd Offence |
|--|--|---|---|
| Noise Disturbance | Written Warning | R500 Fine | R1000 Fine / Termination of Lease |
| Breach of common area rules & regulations | Written Warning | R500 Fine | R1000 Fine / Termination of Lease |
| Smoking in undesignated areas | Written Warning | R500 Fine | R1000 Fine |
| Tampering of fire equipment | R1000 Fine | R2000 Fine | Termination of Lease |
| Tampering of water / electricity Meters | R1000 Fine | R2000 Fine | Termination of Lease |
| Illegal connection of Utilities | Termination of Lease | | |
| Brewing of alcoholic beverages | R500 Fine | R1000 Fine | Termination of Lease |
| Criminal and illegal activities including drug possession, cultivation and distribution. | Termination of Lease & report illegal activities to SAPS | | |
| Offensive & Unacceptable behaviour | R500 Fine | R1000 Fine | Termination of Lease |
| Violation of COVID-19 Protocols | Written Warning | R500 Fine | R1000 Fine / Termination of Lease |
| Unauthorized visitors | Written Warning | R500 Fine | R1000 Fine / Termination of Lease |
| Damage to Property or inventory of Ithemba | R1000 fine & liable for damage and loss | R2000 fine & liable for damage and loss | Termination of Lease & liable for damage and loss |
| Hanging laundry out of your room window or in an unauthorized area | Written Warning | R500 Fine | R1000 Fine / Termination of Lease |
| Illegal Parking Release Fee | R250 | | |

If the Landlord imposes a fine, it does not waive its rights to proceed with any remedies available to it in terms of the Lease Agreement. The result being the Landlord simultaneously imposing a fine and exercising its rights in terms of the Lease Agreement.