



LULURAI CONDUCT RULES

(These Conduct Rules have been adopted in terms of and in accordance with the Sectional Titles Management Act no 8 of 2011)

All owners and occupiers of residential sections shall ensure that their respective activity in, and use of a section, or the common property or any parts thereof, and of all services, facilities and amenities, whether in a section or the common property, shall at all times be conducted and carried out with reasonable and diligent care in accordance with the Lulurai Conduct Rules, as well as the rules and provisions of the Sectional Titles Act, as well any subsequent amendments and related regulations to these, as well as occasional administrative arrangements introduced by, and as occasionally updated by the Lulurai Body Corporate.

It is the responsibility of the owner or his/her agent to ensure that all occupants/tenants sign a copy of the Conduct Rules when signing a sale, purchase or rental agreement, and prior to occupancy. If an owner (whether in his or her personal capacity, or his or her lessee, invitee, guest, agent, servant or employee) commits a breach of any of these rules, and fails to remedy such breach within a standard notice period of seven (7) days for non-urgent matters, or twenty-four hours (24) hours for critically urgent matters, after receiving notice from the managing agents or trustees, then the Body Corporate shall be entitled to take such action as may be available to it in terms of the Sectional Titles Schemes Management Act, the Management Rules, the Conduct Rules of the Body Corporate or by common law, to remedy the breach or deal with the situation.

The appointed trustees, and through them the managing agents and security contractors, reserve the right of admission to the property of any part thereof, to evict undesirable visitors, or to take appropriate action of an urgent nature when needed, in terms of the Management Rules or Conduct Rules.

Animal, Reptiles and Birds

1. (1) An owner or occupier of a section shall not, without prior consent in writing from the trustees, introduce or keep any animal, reptile or bird in a section, or on the common property, whether temporarily or permanently. Such consent shall be subject to the conduct rules and the owner undertaking to comply with all municipal requirements for keeping the pet(s). No visitors may introduce pets on a temporary basis to the Lulurai complex.
- (2) If any owner or occupant wishes to keep a pet, a prescribed pet application form must be obtained from the managing agent. This must be completed, with co-signature(s) by the owner/agent, and submitted to the managing agents for consideration before the pet is introduced to Lulurai. The trustees may at their sole discretion approve the application or not. If they approve it they may prescribe any condition they regard as necessary for the common good of all occupants. While the managing agents and trustees will give urgent attention to processing an application within three working days of receiving all relevant information, they will not be held responsible however for any unforeseen delays caused by late receipt of the application, or of incomplete information being provided.
- (3) In the event of any breach of any condition governing the keeping of pets, the managing agents and trustees will take steps necessary to remedy the situation, including if necessary issuing a fine, and removal of the pet(s). This includes immediate action if a pet is introduced without permission. So too a pet may not be replaced without a new application being submitted beforehand to the trustees for approval.
- (4) Dogs and cats are allowed only in ground floor units with gardens. A restriction to a maximum of two small pets per unit shall apply. Due to the difficulty of keeping cats off the common property, and the resultant health issues of fleas and ringworm in the gardens and children's play area and toddlers' sandpit, no new cats may be introduced to the complex after filing of these rules at the Deeds Office, and no cats previously approved and currently there may be replaced should they die or the owner move away. Dogs may not roam the common property but must be kept on a leash in passing though the common property.

- (5) Any disturbance or nuisance created by pets can result in a fine being levied, (eg if a dog barks too much). Each occupant shall keep his/her unit and garden area clean and free of faeces, smells and vermin such as fleas. Any treatment for flea infestation of the unit (and possibly neighboring units if this is traced to the pet owner) will be for the account of the owner. The unit owner and pet owner will be held responsible for any incident in which any person is injured by the pet as this is not covered by Lulurai's public liability insurance policy. The managing agents, trustees and body corporate accept no responsibility for any injuries, death or other misadventures of pets whether in a unit or on the common property.
- (6) Owners of ground floor units have the prerogative of letting their units to people with pets, within the above framework. It is the duty of owners and agents to make sure prospective tenants understand the conditions, and assist them with a pet application prior to signing off on a lease, and/or to make the lease subject to approval of the pet(s). Acceptance of, and processing of an application in no way presumes agreement that the pet(s) may be kept, and no liability is accepted by managing agents, trustees or body corporate if the application is rejected in its sole discretion based on its established guidelines. Owners, agents and pet owners by signature of a pet application confirm they understand and accept these conditions.

Refuse disposal

2. (1) An owner or any occupier of a section shall –
- (2) keep a bin for household rubbish within his section. No refuse, whether in a bin or a bag or any other container, may be left outside the unit on a landing, steps or in own garden areas or balconies, whether in an open or closed bin prior to being removed to the designated rubbish bins in the refuse room.
- (3) ensure that before refuse is placed in a refuse room bin it is securely wrapped and sealed in an approved black plastic municipal rubbish bag. Food residue in particular must be bagged to reduce fly and rodent infestation. In the case of tins or other containers that will not decompose these must be completely drained, washed and prepared for recycling in a separate dry container, whether a recycling bag or light carton box.
- (4) place the black/refuse bag in the bins at the garbage room when the bag is full. If small bags are used inside a unit in, these must be combined into a large black bag before being put in a bin in the refuse room. This is for health and vermin protection reasons.
- (5) note that no other general refuse may be left on the common property or exclusive use areas, eg wood, cardboard boxes, wrapping paper, discarded furniture, etc. Any such material that will not decompose and can be used for recycling may be left in the garbage room outside the bins in a designated recycling area when this is built. Large items that are too large for the bins and are not ordinary rubbish (for instance mattresses) must be removed from the complex by the owner. If such material is put out for municipal collection and not removed by the municipality the person who placed it there must remove it. If this has to be done by the body corporate a fee and possibly a fine will be levied.
- (6) note that should full-scale recycling be introduced at any future time, the occupants will have to comply with such arrangements made at that time and directives issued by the trustees.

Vehicles and parking

3. (1.) Owners/occupants shall provide details of their vehicle(s) to the managing agents in writing when taking up accommodation at the complex, both for security reasons and for managing the designated as well as common parking areas. This information must also be produced to the security guards on first arrival at Lulurai. Should vehicle details change during the occupancy, the managing agents and security guards must be advised in writing forthwith. Occupier parking and access for these vehicles will cease automatically when an occupant-vehicle owner's lease ends. Non-resident owners will follow the access and parking rules as for visitors, should they visit the premises.
- (2) Each unit has one designated parking space. No occupant shall park his/her vehicle except in the designated parking bay except for briefly unloading the vehicle. One motor bike may additionally be parked in this space provided it is within the confines of the designated area, and does not create an obstacle to the neighboring parking space or to passing traffic or pedestrians. If an occupant's vehicle is parked in an incorrect bay the unit owner/occupant and/or vehicle owner may be fined.
- (3) No owner or occupier(s) of a unit may introduce or permanently keep/park more than two vehicles in the complex. One vehicle must be designated as the primary vehicle and parked in the unit's designated parking space; and the second vehicle will be allowed to park in the visitor parking area inside the complex only on the express condition that the vehicle is treated as that of a visitor, and complies at all times with the visitor parking arrangements. This means that if there is no visitor parking space available inside the complex, the occupier's second vehicle must be parked outside the complex at that time until an internal space may become available.
- (4) Lulurai has a few clearly marked visitor parking spaces outside and inside the complex. These are available on a first-come, first-served basis to short-term visitors as well as to occupants. No one has any right to attempt to "reserve" such a space, whether an occupant or visitor. Such spaces may not be used for long-term parking of a vehicle. Motorbikes may be parked there on the same basis. Trailers may only be parked there (or in a designated parking spot of an occupant) for short-term offloading to a maximum of two days. The trustees reserve the right to administratively designate parking areas for motorbikes and trailers and issue a directive if needed.
- (5) The trustees may cause to be removed from the complex or towed away, at the risk and expense of the owner of the vehicle, any vehicle unlawfully parked, standing or apparently non-functional and clearly abandoned on the common property or in any other way infringing on the rules. Prior to

- doing this they will attempt to engage with the owner/agent of the unit and vehicle but if the occupant is not responsive in a reasonable time, or has relocated, the unit owner will carry the burden of ensuring compliance or receiving a fine, and/or carrying the cost of such removal and incidental expenses which may in turn be reclaimed from the occupant or vehicle owner. Any vehicle that is removed may be impounded until payment of any fine for removal and storage is paid in full. No liability will be accepted by the trustees for such action after due notice has been given to the owner.
- (6) Owners and occupiers of sections shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid, or otherwise damage or stain the tarred area. An owner of a vehicle leaking fluids may at the sole discretion of the trustees be required at any time to clean the tarred area so affected; otherwise the managing agents will clean it for the account of the owner of the vehicle, or owner, or occupant of the unit, as the case may be. Vehicles may not deface the common property, including through being in an obvious state of disrepair or disuse, being unduly dirty or having flat tires, and no vehicle may be used to store any goods or materials.
 - (7) No owner or occupier may dismantle or repair a car or engine on any portion of the common property, an exclusive use area or garden, or inside a unit.
 - (8) Vehicles may be washed in the parking bay allocated to the owner and/or tenant, or in the common area as designated by the trustees, using only a bucket for water. Vehicles belonging to occupants may also be washed outside the complex. Taps on the common property may be used to fill buckets. Traffic in the complex may not be disrupted.
 - (9) No fire hose, or ordinary garden hose may be used for the washing of motor vehicles.
 - (10) A load restriction of 3 tons gross mass applies to all vehicular traffic in the complex unless for short term delivery purposes of less than a day, for commercial and household goods, and for services by contractors. In the case of longer-term requirements, application must be made to the managing agents for written permission. No double trailer removal vans may enter the complex without specific arrangements with the managing agents. The owner/occupant of a unit shall be responsible for any damages caused by such removal trucks or other vehicles and no liability is accepted by the body corporate.
 - (11) A maximum speed limit of 5 kilometers per hour shall be observed on the common property and in the entry area outside the vehicle gates, due to the danger to pedestrians.
 - (12) No overnight parking of trucks is allowed whether property of an occupant or not. They may park outside the gates only as long as they do not obstruct the flow of traffic and the view of the security guards. The entry area off Almeida Street is the private property of Lulurai and forms part of the common property. No trailers, large or small, may be permanently brought into the complex or occupy a designated parking bay, other than for temporary offloading.
 - (13) Any vehicles brought onto the property are solely at the risk of its owner, the body corporate accepts no liability for any damage to vehicles whether being driven or stationary.
 - (14) The security guard on duty has the authority to randomly search any vehicles entering and/or leaving the complex, and to enforce any restrictions imposed in terms of the right to refuse entry and exit, including requiring identification of the owner/driver, so as to minimize vehicle theft attempts and general vehicle and passenger control.
 - (15) No taxi/minibus vehicles will be allowed to enter the complex to pick up or drop off people. They must park outside the gate without blocking the entry, and if picking someone up must pre-arrange that the passenger meets them outside the pedestrian gate.
 - (16) Security guards have authority to issue a verbal warning, and/or stick a first warning sticker on the windscreen of an illegally parked vehicle and place the vehicle details on a warning list. On a second offence, a larger sticker may be stuck on the windscreen of the vehicle. After the second warning, an occupant may be fined, while a visitor may be barred from bringing that vehicle in to the complex again. A fine may also be imposed on the owner/occupant who is responsible for the visitor.
 - (17) No vehicles may be used to store goods, whether in a designated parking area or the common property including the visitor parking area inside or outside the complex.
 - (18) Security guards assume no responsibility whatsoever for watching over vehicles parked on the common property outside the entry gate, or liability for any vehicle theft within the complex.

Maintenance, damage, alterations or additions to the common property and individual unit.

4. (1) An owner or occupier of a section shall not mark, paint, drive nails or screws or the like into, or otherwise damage, or alter, any part of the common property without first obtaining the written consent of the trustees.
- (2) In terms of sub-rule (1), an owner or person authorised by him, may install –
 - (a) any locking device, safety gate, burglar bars or other safety device for the protection of his section; or
 - (b) any screen or other device to prevent the entry of animals or insects, to trustee specifications.
Provided that the trustees have first, on application in writing, approved the nature and design and specifications of the device and the manner of its installation, eg type and colour of front door safety gate, which in addition to the afore-mentioned provisions, must be approved by owners in a general meeting by ordinary majority vote.
 - (c) Damage to common property or anyone's section resulting from such building alterations will be paid by the owner responsible for the damage. These repairs will be inspected by the managing agents/trustees.
- (3) An owner may not make structural alterations nor permit the erection of awnings, walls or fences (on an exclusive use garden), or install TV aerials, exterior burglar bars, or air conditioning systems without the prior written consent of the trustees and then subject to such conditions as the trustees may impose. No wall-mounted air conditioning units may be mounted on an exterior wall except on the balcony wall of that unit, and its water overflow

ducts may not drip onto the floor or into another unit. Owners are expressly required to obtain written permission from the trustees before installing air-conditioning units.

- (4) Repairs or alterations to electrical wiring and plumbing shall be affected only by a person qualified to do so and such work shall comply with the standards and by-laws of the local authority.
- (5) Fire hoses and powder-based fire extinguishers shall only be used for their intended purpose. They may not be interfered with, covers removed, or taken off their holders other than for use in fighting a fire.
- (6) If an owner fails to maintain or repair his section and/or exclusive use area in a good state of repair as required by the Act, and such failure persists for more than 7 days after being given written notice by the trustees/managing agent then the Body Corporate shall be entitled to remedy such failure and to recover the costs as well as any fines that may be issued.

Appearance from outside

- 5.(1) The owner or occupier of a section shall not place or do anything on any part of the common property which, in the sole discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the section. Gardens must be kept neat, be properly grassed and kept trimmed. All garden unit owners are obligated to comply with access arrangements to their gardens for purposes of lawn trimming and maintenance purposes.
- (2) For security purposes no thick hedges may be planted in garden units with a perimeter fence that exceeds the height of the fence or wall, or that in any way obstructs the electric fencing. For security purposes a clear view of the fence or wall is needed and no plant may provide a foothold for someone to climb over the fence. For maintenance purposes no walls may have a creeper or ivy climb it. Clothing, blankets may not be draped over balcony railings to dry after washing but a free-standing drying rack is permitted on a balcony or in the garden of a ground floor unit. These should not protrude above the balcony railing or the ground floor fence or wall height.
- (3) Balconies may not be used to store goods that protrude above the railings; nor may such items be placed there that may collect and hold water after rain, leading to dampness to the unit below. Drainage outlet pipes on the balconies must always be kept clean and unclogged to allow any rain to quickly flow out.

Signs and Notices

- 6 (1) No owner, agent or occupier of a section shall place any sign, notice, billboard or advertisement advertising a unit for sale or rent on any part of the common property outside of the complex, i.e. through a notice board planted in the grass verge of the property. Should an owner/agent wish to place an advertisement inside the complex he/she should contact the management agents.
- (2) No auctions of units may be advertised on the common property or held inside the complex by owners, estate agents or financial institutions other than by prior arrangement with the managing agents, under guidelines laid down by the trustees and with permission obtained beforehand.
- (3) Window surfaces may not be blocked by anything other than curtains.

Littering

7. (1) An owner or occupier of a section shall not throw or leave any rubbish in bags or otherwise, including dirt, cigarette butts, food scraps, or any other litter on the common property including but not limited to, the stairwells, parking areas, and pool area. All rubbish must either be placed in a unit's rubbish bin, or a municipal bin in the rubbish room. This should be done at least weekly just before the municipal rubbish removal is scheduled. Pet litter and faeces must be removed daily from an exclusive use area, and immediately from any common area. Littering that is traced to an occupant may lead to a fine.

Laundry

- 8.(1) Domestic washing machines and clothes dryers may be installed in living units that are equipped for them with water outlet pipes and approved electrical connections. No additional water outlet pipelines may be installed. While the owner is responsible for maintenance of the water inlet and outlet piping for a unit, if these get clogged and cannot be cleaned out by a professional plumber, an owner may consult the managing agents in case of a blockage on the common property.
- (2) An owner or occupier of a section shall not erect his own permanent washing lines; nor hang any washing or laundry or any other items on any part of the building or the common property, including on balcony railings or the stoeps of ground floor units so as to be visible from outside the buildings or from outside the complex. Washing is meant to be hung to dry in the courtyard designated for this purpose, however clothes dryers may be installed in units and small free-standing washing stands may be erected in garden areas and balconies but washing may not be hung over a balcony railing or wall to dry.

Storage of inflammatory material, guns and other dangerous materials

9. (1) An owner or occupier shall not store any material, or do or permit or allow to be stored any flammable materials in the unit or common property or in a vehicle, or allow any dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.
- (2) Fire arms may only be kept in a unit (by a licensed user) if they are properly licensed and registered with the authorities and if there is a properly installed safe in the unit approved by the SAPS. Installation of such a safe requires prior application to the body corporate for permission as to placement and installation so that no plumbing or electrical wiring is interfered with or damaged during installation, which shall furthermore be subject to an inspection after installation. Any occupant who wishes to introduce a gun to the complex must register it beforehand with the body corporate and have the endorsement of the unit owner as well as the proper safe. An owner is required to establish whether an occupant has a registered fire-arm that he/she wishes to keep on the premises, and register this with the managing agents prior to occupation.
- (3) Fire extinguishers may not be tampered with, and are to be used only in case of fire. Any signs of fire must be reported immediately to security, the owner or occupant of a unit (if inside a unit), and the managing agents on the emergency numbers provided.

Letting of units

10. (1) All owners // occupants/tenants are obliged to sign a form to confirm they accept and will conform to the conduct rules, and this information is required by the managing agents from the owner/agent before entry of new occupants to the complex is authorized. Occupation will assume knowledge of and acceptance of the conduct rules by all adult occupants, whether they personally sign to accept them or not.
- (2) An owner may let or allow occupation of his section provided that no such letting or occupation shall in any way release the owner from his obligations as lessor to the body corporate hereunder or in terms of the rules, or in terms of the Act.
- (3) Any owner letting a unit is required to incorporate in the lease agreement a paragraph by which the tenant accepts the conduct rules. Proof of this including details of the occupant must be provided to the managing agents prior to occupation with evidence of new tenants/occupants or whenever they may change.
- (4) It is the responsibility of every owner to ensure that his tenants receive, understand, sign and abide by the conduct rules. The owner is in the first place the party responsible for making good any breach of the rules by the occupant or tenant, and any failure to comply, or ensuring that the occupant, his or her visitors, guests, employees, contractors, etc complies, may lead to a fine levied upon the owner. Owners shall ensure that suitable provisions are inserted in their lease agreements to make provision for the recovery of fines by them from their occupants.
- (5) Every owner who lets out his section shall provide the trustees and managing agents with the full name(s) and surname of the tenant and all family and/or other occupants as well as the date of commencement and ending of the occupancy on the prescribed form. A moving-in and moving-out procedure and fee will be charged to the owner for each move. This standard fee is to cover the general damages to steps, paintwork, metalwork, tiles and administrative oversight which overtime leads to increased maintenance costs. This is payable by the owner with notice of a change of tenancy and may be recovered by the owner from the tenant provided that suitable clauses are inserted in the lease agreement concluded by the owner with his or her tenant. The body corporate reserves the right to recover specific damages clearly incurred by a particular move if they are identified as such. The fee schedule will be linked to the inflation rate and reviewed annually by the trustees.
- (6) Tenants who are in constant breach of any of the rules of the Body Corporate and who are guilty of conduct which is clearly in contrast to the common good, and/or which may impact on the Body Corporate's insurance policies, may result in the Trustees approaching the owner to secure such compliance, including a security deposit.
- (7) All occupants, whether owner or tenant, are required to register with security on first entry. This register includes the detail of all the occupants in a unit, their vehicle information and contact telephone numbers. All visitors to the complex are required to identify themselves to the security guard, and identify the person and unit they are visiting. Only if the occupant can be identified, contacted and is present at the complex, will the visitor be admitted. The visitor must complete and sign an attendance register before admission.

Behaviour / Nuisance / Noise

11. (1) An owner or occupier shall not cause or permit any disorderly conduct of whatsoever nature in a section or upon any part of the common property, or do or permit anything which shall constitute or cause a nuisance or any inconvenience to any other owner or occupier, trustee, managing agent, security guard, contractor or other visitor.
- (2) Motor hooters may not be used on the common property.
- (3) Radios, musical instruments, record or cd players and televisions must be used in such manner as not to be heard in adjoining sections or on the common property, and on receipt of complaints the sound must immediately be reduced to a level that does not disturb others.
- (4) No abusiveness, drunkenness, stealing, possession of or use of illegal substances or unauthorized business will be allowed or tolerated. No person will use any abusive language or behaviour towards any trustee, owner, tenant, visitor or staff member!
- (5) No slaughtering of animals is allowed at all on any portion of the common property, an exclusive use area, or inside a unit.

Use

- 12.(1) All owners and occupants of sections shall ensure that their respective activities in, and uses of, the common property and of a section or any part thereof, with all services, facilities and amenities available on the common property shall at all times be conducted and carried out with reasonable and diligent care and with due and proper consideration for other owners and occupants, and in accordance with the rules and the provision of the Act.
- (2) An owner shall not store or leave, or allow to be stored or left, any article or thing in any part of the common property. No goods may be stored in geyser cupboards in units or under stairwells. Access to the cupboards under stairwells is restricted to maintenance staff who must be contacted through the managing agents if problems arise or are suspected. So too, outside contractors attending to individual unit geysers located under stairs must have access pre-authorized by the owner/occupant to security which holds the keys and will open and close the cupboard.
- (3) No employee may be housed on the property, and any worker, temporary nurse or care-giver will be treated as a day visitor. They must complete the standard visitor entry form at the security kiosk on each visit. Such permission, and any exceptions granted (eg a care-giver or nurse) shall be in the sole discretion of the trustees and may be withdrawn at any time by the trustees upon giving the owner or occupier seven (7) day written notice of such withdrawal. Any day worker shall be properly identified on entry, and is bound by the conduct rules.
- (4) An owner or occupier of a section is liable for the conduct of his visitors and must ensure adherence by them to all requirements of the Act and the rules.
- (5) To avoid overcrowding and strain on facilities and amenities no visitors may stay more than 5 days without written permission from the managing agents, on written application ahead of time from the owner/agent providing details. For anyone found staying longer than 5 days without permission a fine will be imposed on the owner. This also may be imposed on persons who habitually make short stays and so may be regarded as additional occupants in the view of the trustees.
- (6) The maximum number of persons who may reside in or occupy a section depicted as a residential section on the sectional plans of the Body Corporate shall be according to the following table:
- | <u>Type of Section</u> | <u>Number of Persons</u> | <u>maximum overnight visitors</u> |
|------------------------|------------------------------|-----------------------------------|
| Bachelor | 2 People (Children included) | 1 person |
| One Bedroom | 2 People (Children included) | 1 person |
| 2 Bedroom | 4 people (Children included) | 2 people |
| 3 bedroom | 6 people (Children included) | 3 people |
- (7) All private contractors that occupants/agents or the body corporate may require to have access to the complex must be advised beforehand to security by the owner/occupant or managing agents, and on arrival must complete the visitor entry form. The owner/ occupant/body corporate assumes responsibility for that contractor and all the contractor's workers regarding obedience to the conduct rules during such visit.
- (8) All visitors have to report to and sign in with security, whether pedestrian, driving a vehicle or as a passenger in a vehicle. All persons in the complex, whether owner, occupant or visitor are required to adhere to the security measures and guidelines as well as the authority of the security guards, trustees, and representatives of the managing agents.
- (9) The right of admission to the property by any visitor, whether alone or with an owner or occupant is strictly reserved, and the security guards are authorized to use their discretion in this regard.

Levies

- 13.(1) Levies, administrative fees and fine guidelines will be reviewed annually by the trustees. Monthly levies are calculated as per the participation quota, and are payable on or before the first (1st) day of each month, failing which interest shall accrue thereon until the levy is paid, at the interest rate that the trustees will determine annually. No notice to pay the monthly fees will be given, however if the levy is not paid by the 7th of the month one reminder letter will be sent to late payers on the 8th day of the month in which the levy is due and if the arrear payment is not received by the end of that month the matter will be handed over to an attorney.
- (2) An administration fee will be charge to cover collection expenses when the levy is overdue, at the rate of R150 per arrear letter and R400 as a handing over fee if the matter is referred to an attorney.
- (3) Members of the Body corporate are notified that should their monthly levy not be paid by the 7th of each month they will be in default of their statutory obligations and thereby expose themselves to legal action for its recovery. Consequently, the members shall consent, in terms of the provisions of Regulation 18 (6) of the National Credit Regulation made under the provision of the National Credit Act No 34 of 2005, to the publication of his/her or the responsible legal entity's credit information record on the National Defaulter Database in the event of such default.

Loss or damage

- 14.(1) The Body Corporate shall not be responsible for any loss or damage whatsoever suffered by an owner/occupier caused by a third party. It is the responsibility of an owner/occupier to insure his/her own goods including any vehicle and the contents of his/her section and whether the loss or damage is suffered in any part of the common property, an exclusive use area or the entry area to the complex inside or outside the gate.
- (2) In case of theft or any damage to an occupant's property, including a motor vehicle, or an assault or attempt to assault such occupant must notify the security guard and managing agents immediately, to be followed by an urgent written report; and file an affidavit with the SAPS in the case of alleged theft, assault or verbal abuse, substance abuse, etc.
- (3) All incidents, whether the police are involved or not, nevertheless should be reported to the security guard, and the managing agent. If an affidavit is made to the police a copy should be provided to the managing agents because the body corporate and security guard company may have an interest, or need to provide a supporting affidavit. The security guard on duty will write up his own report as he experienced it, for the managing agent.

Notices

- 15.(1) Any administrative notice or directive to the *domicilium* address in the managing agent's register to an owner or occupant concerning the running of Lulurai, or in relation to these conduct rules shall be regarded as having been delivered four (4) days after having been posted as an ordinary postal item or a registered postal item from any post office in the Western Cape. If the *domicilium* is stated as Lulurai, the notice will either be posted there or dropped off at the numbered Lulurai postbox outside the entrance. In the case of urgent matters, the notice may be hand-delivered to the living unit or postbox at Lulura. Owners and occupants who supply email addresses will have these notices served by email, in which case notices are regarded as having been delivered one day after having been sent.
- (2) It is the ongoing obligation of the owner and occupier to advise the managing agent of the initial *domicilium* address, and any changes thereto, failing which the Lulurai unit address will be used as the *domicilium*.

Parking Facilities and use.

- 16.(1) One numbered parking bay is allocated to each unit for exclusive use with the similarly-numbered living unit, as reflected on the sectional title plan. There is no additional open parking specifically designated for owners and occupants other than open short-term visitor-designated parking. Therefore, because no residential unit may be left without a designated numbered parking bay, no owner may sell their residential parking bay separately from their residential unit.
- (2) An owner will be entitled to rent out his/her designated and numbered parking bay to another owner or tenant in the complex for use, whether an owner in residence, or tenant in occupation. This is subject to the owner and/or tenants of the specific unit jointly agreeing to this in writing and informing the managing agent in writing prior to the effective date of such agreement for any comments to be submitted, or conditions imposed that may be relevant in law or in the conduct rules, and for general administration and security purposes. No tenant may privately let his/her designated parking space. No parking space rental period may exceed the period of any lease tied to any specific residential unit. The right of an incoming or current tenant who may acquire a vehicle during the course of his/her tenancy and requires the numbered parking unit that is attached to his/her residential unit will at all times supersede any prior individual letting of a parking space, because every section or living unit requires the occupant to use his/her designated parking space.
- (3) The rights, obligations and liabilities of such an arrangement between owners and the parking bay lessee, will be that of lessor and lessee and must be recorded in a written agreement and the start and end dates conveyed to the managing agents. The relationship, rights and obligations between the owner of the dedicated parking space and that of the body corporate and all other owners will remain unchanged, and the conduct rules will equally apply.
- (4) The allocated parking bays therefore may not be swapped out temporarily, changed, renumbered or reallocated in any way without the consent of the body corporate as well as the owner of the unit to which the parking bay was demarcated to. Should an owner provide any designated parking space without charge to an occupant other than is residing in his unit, an application must still be made to the managing agents; the same rules apply, and the owner of the parking space remains fully responsible i.r.o of the conduct rules for anyone using his/her designated parking space.
- (5) The trustees may reserve some of the internal and external designated visitor parking spaces for short periods of time for service providers should this be deemed necessary (for instance when painting contractors are on-site). Appropriate signs will be placed to demarcate this. All such arrangements will be subject to a trustee resolution and be administered by the managing agents.
- (6) The trustees may rent out a maximum of one unallocated internal parking bay per unit, to the unit owner for an agreed period (maximum of three months) for a second vehicle of an occupant of the owner's unit. Such a rental shall be rotated according to demand on a first-come, first served basis. A market-related tariff will be determined at the trustees sole discretion. No person who leases such a parking space may sub-lease it. No guarantee is stated or implied that a further extension will be granted. No residential leases may state or imply that such an additional parking space is attached to such a lease, or will otherwise be granted. All the rules of the body corporate shall apply to the unit owner/ occupant leasing the space.

Recreation area and barbecue facilities

- 17.(1) Recreation area use is subject to the general conduct rules, as well as to specific directives posted at its entrance, including about swimming and use of the pool. These directives may be varied from time to time by the trustees, for administrative and security purposes (see Rule 19 below) All use of this area is entirely at own risk and for registered occupants only. Temporary visitors may use the facility if registered as such with the managing agents.
- (2) There is a dedicated brick barbecue structure in the recreational area. No open wood and charcoal fires may be built anywhere else than on the brick structures. Occupant-owned Weber-type grills may be brought to the recreation area, provided they are removed immediately afterwards and no mess is left. These may not be placed in planted areas or within three meters of the pool, or so as to limit access to the toilet. No hot coals may at any time be discarded into a municipal rubbish bin but must be allowed to go cold or be extinguished with water.
- (3) Trustees will determine access times for recreation area and pool use from time to time, and the pool itself may be closed entirely at their discretion for certain times in the winter, while still allowing access to the recreation area for barbecue and non-swimming purposes. Because the pool requires regular maintenance, especially during summer, the service provider is delegated the authority to temporarily close the pool.

Eradication of pests

- 18.(1) An owner shall keep his section free of white ants, borer and other wood destroying insects and to this end shall permit the trustees, the managing agent, and their duly authorised agents or employees, to enter upon his section from time to time for the purpose of inspecting the section and taking such action as may be reasonably necessary to eradicate any such pests. The cost of the inspection, eradicating any such pests as may be found within the section, replacement of any woodwork or other material forming part of such section which may be damaged by any such pests shall be born by the owner of the section concerned.
- (2) It is a requirement on each property transfer that an electrical certificate and insect certificate must be obtained for the unit concerned, and this is the responsibility of that section owner, and for his/her cost. A copy of each such insect certificate must be provided with the notice of sale to the managing agents for their records, to support the body corporate's insurance underwriting

Swimming pool

- 19.(1) Swimming pool access hours may differ from winter to summer at the discretion of the Trustees. This may be restricted also when maintenance is necessary. In winter swimming may be restricted, while access is nevertheless allowed for recreational and barbecue purposes. Information about this will be posted outside the pool area, or will be available from the security guards.
- (2) The pool area is part of the common property and is maintained for the exclusive convenience and use of the residents. No day visitors will be allowed to use this facility without written permission from the Trustees. Such permission may be obtained from the managing agents for each such occasion in receipt of an application in the prescribed form, and the approved form shall be shown to the security guard on accessing the facility. The managing agents/trustees have the right to, in their sole discretion, limit the number of visitors per occasion and take no responsibility for not being able to process with an application if not provided in writing one working day ahead of time.
 - a. The security guards will have the right to remove any unauthorized person or persons from such premises.
 - b. No liquor or glass containers are allowed in the pool. Should by any chance this happen by accident the guard must immediately be informed and will have the discretion to close the pool and pool area until the glass is recovered and removed. Any costs incurred in this regard may be allocated to the person responsible.
 - c. No pets are allowed in the recreation/pool area.
 - d. No running, diving, "bombing" or splashing is allowed.
 - e. No bicycles or any sporting equipment will be allowed in the pool area.
 - f. No child under the age of ten (10), or who is unable to swim, will be allowed to swim or be in the pool area without supervision, or a letter of consent confirming they can swim, from a parent.
 - g. No person is allowed in the pool if he/she suffers from dermatitis or other visible skin disease, external sores or abscesses. The security guard may instruct such persons to leave the pool.
 - h. Only appropriate swimwear is allowed that adequately covers the swimmer's body, is not see-through or so flimsy as to clearly show the person's private parts, so that no offense is caused to other users. Those whose religion requires them to swim fully clothed, may do so providing the clothing is clean, not transparent, and clean underwear is worn.
 - i. The recreation and swimming pool area is used entirely at own risk. The managing agents, guards and trustees, nor the body corporate accept any liability for any loss, medical /drowning emergency, injury of whatever nature, whether arising from alleged body corporate's default, negligence or otherwise.

Security and trespassers

(20) Owners, occupants and visitors are subject to the security arrangements employed at Lulurai as delegated by the trustees to the contracted security company, as well to all provisions of the common law. An owner is responsible for his/her tenants and the latter for all visitors they may have.

Warnings / fines

- 1 The managing agents/ trustees (and by extension the security guards) may at their discretion employ verbal and written warnings as necessary for contraventions of the conduct rules both in regard to owners, occupants and visitors, and will have the right to impose fines up to R1 000, depending on circumstances for transgressing any of the above conduct rules or a combination of them.
- 2 The trustees may from time to time determine a period or periods for owners/ occupiers to rectify continuous offences, failing which subsequent fines may be imposed.
- 3 It is hereby recorded that owners are ultimately responsible to ensure compliance with the rules by their tenant's occupiers, visitors, guests, employees, contractors, etc. Owners are in the first instance responsible for payment of fines in respect of any transgressions occasioned by the aforementioned persons, and should see to it that their lease agreements make provision for recovery of such amounts from any tenant or occupier.

THE BODY CORPORATE OF LULURAI **CONDUCT RULE FINE VALUES**

In cases where the Body Corporate's insurance policies are relevant, the insurance excess will be reclaimed from the unit owner.

1	ANIMALS, REPTILES AND BIRDS	R250 plus animal welfare, municipal costs
2	REFUSE DISPOSAL	R200
3	VEHICLES	R250 TO R700, plus towing costs.
4	MAINTENANCE, DAMAGE, ALTERATIONS	R250 to R1 000
5	APPEARANCE FROM OUTSIDE	R200-R500
6	SIGNS AND NOTICES	R200
7	LITTERING	R200
8	LAUNDRY	R200
9	STORAGE INFLAMMATORY	R300 – R1000
10	LETTING OF UNITS	R250 to R2000
11	BEHAVIOUR	R250 – R700
12	USER	R250 – R1000
13	LEVIES	As per financial admin
14	LOSS OR DAMAGE	None
15	NOTICES	R250
16	PARKING FACILITIES	R200 –R1000
17	RECREATION AREA & BRAAI FACILITIES	R250 – R1000
18	ERADICATION OF PESTS	R250 – R700.
19	SWIMMING POOL	R250 – R1000
20	SECURITY AND TRESPASSERS	R250 – R1000