

# **LUCIANA SHARE BLOCK (Pty) Ltd**

Management Regulations

## 1. **INTRODUCTION**

- 1.1. The following is an extract of the rules applicable at Luciana. The summary, which is available from management, should be kept handy so that visitors can also see them and adhere thereto.
- 1.2. The rules are extracted from the Company's Memorandum of Incorporation as well as use agreement and management regulations published during 1991 and those adopted at General Meetings, all of which have been in existence for several years. A handful of rules have been added to the original management regulations from time to time in order to regulate new issues.
- 1.3. The Board, once again, wishes to stress that members are encouraged to enjoy the facilities offered by the Company to the full, provided this enjoyment does not prejudice, offend or annoy other shareholders who have an equal right to their own enjoyment of the facilities. The following rules are therefore important as members and their visitors must respect the enjoyment of others as well. Although the reasons for the rules are mostly self evident, members are urged to discuss any rule with Board members in order to get clarity or the reason for existence of any particular rule. Generally speaking, the purpose of the rules is to ensure the safety of members and children, to preserve our assets and the exclusivity of the Company whilst maintaining some form of tranquillity for those who prefer it and at the same time to promote the use and enjoyment of the facilities and the general convenience, comfort and well-being of all members in an attempt to secure an environment acceptable to the majority of members and to cater for as many needs as possible.
- 1.4. By displaying good sense, good manners and courtesy, members would normally not be in breach of the rules.

- 1.5. Many of the rules are flexible in order to cater for particular and unforeseen circumstances and therefore a discretion is given to the Board in some, although not all, instances where issues are left to the decision of the Board. Whenever the Board's consent is required, such must be obtained in writing.
- 1.6. According to the use agreement, in the event of a breach of the applicable rules, the Board is entitled to impose a fine in such amount as the directors may deem reasonable. In addition thereto the directors shall be entitled to suspend the member's right to use the site. The Board may also impose a quota for guests upon a member. More seriously, a member who breaches the use agreement or management rules, or permits a breach thereof, may have his/her use agreement cancelled by the Company resulting in the Company having the right to take possession of a site and immediately ejecting the member or occupier and to sell the share block.
- 1.7. Any reference to a member is also a reference to a nominee.

## 2. **ACCOUNTS**

- 2.1. Company accounts close on the 27th of a month and amounts received after that date may not be reflected on accounts and may attract interest in accordance with Company policy at the time.
- 2.2. Accounts are sent to members as soon as is practically possible after the 27th of a month. It is the duty of a member who has not received an account by the 10th of a month to obtain a duplicate from the Company bookkeepers.

- 2.3. Should a member's account be unpaid for 90 days more, all the supply of Company services without limitation, including the supply of electricity and water, credit at the shop and petrol supply or any other service, shall be discontinued until all outstanding amounts have been paid or satisfactory arrangements for payment have been made in writing with the directors.
- 2.4. Interest shall be charged on all accounts over 60 days at the rate of 18%.

3. **BUILDINGS AND BUILDING OPERATIONS (INCLUDING DWELLINGS IN THE PARK HOME AREA) – ALSO SEE ELECTRICITY**

**Taking into account that all A shareholders have the same rights save as are specifically provided for, including the right to erect a two storey building on a site, the following rules apply:**

- 3.1. It is a member's duty to study all management regulations, the articles of the Company as well as its use agreement and insurance policy requirements before commencing any building work or alterations and to comply with these at all times.
- 3.2. Members are obliged to carry out all work, which the directors or any competent public or local authority may direct in respect of a site or improvements.
- 3.3. The siting of dwellings shall be regulated to protect the amenities of any other site, which may be affected thereby.
- 3.4. Members are to repaint and repair the exterior of all improvements in order to maintain an appearance of a high standard. A failure to do so may result

in the Company taking steps on behalf of a member to comply with this requirement.

- 3.5. New site improvements, alterations and additions to any building or upon any common property or any area surrounding any building, including park homes shall only be undertaken after the directors have approved an architectural drawing (containing the exact dimensions) therefor submitted to them by the member together with such information as the directors may require. The directors will only approve any application for building work after notice to neighbours and other possible affected members and the required approval has been obtained from the local authority.
- 3.6. Any proposed building alterations must be submitted to the directors for approval together with the following information:
  - 3.6.1. a plan of the existing dwelling depicting its external layout and footprint as well as exact measurements pertaining thereto and clearly indicating the roof overhang;
  - 3.6.2. a site plan according to scale. The site plan must contain all dwellings and roads within a 10 metre radius from a unit proposed to be altered.
  - 3.6.3. the completed standard Company schedule, inter alia, indicating the expected progress dates and date of completion of the building operations. Deviation from the schedule should be submitted to the directors for approval. All directives contained in the schedule are to be adhered to.
- 3.7. No building operations / alterations to a unit may commence without the member lodging with the Company such deposit as has been determined by

the directors from time to time. The deposit shall only be repaid once the directors are satisfied that the area where building operations took place, is fully rehabilitated and any damage repaired. If a member fails to rehabilitate the building site, the directors will authorise the manager to do so and deduct the cost thereof from the deposit.

- 3.8. Save for carports, site improvements shall consist of one building only and may not be greater than 8 metres by 15 metres (or 120 square metres) including a veranda and any garage or boat locker. Dwellings in front of the BW lockers (Upper Park Drive) may be a maximum of 150 square metres footprint. No dwelling may exceed two storeys above ground level.
- 3.9. All alterations and additions must conform to the construction and appearance of the existing building, save that the directors may deviate from this requirement for good reason.
- 3.10. The front portion of all buildings along Upper Park Drive, despite the maximum size, must be within a line which runs along the front of the existing dwellings and the size of proposed buildings or alterations may have to be reduced in order to comply with this regulation. In this area no building may be closer than two metres from its neighbouring boundary, unless good reason therefore is supplied to the directors.
- 3.11. Only materials approved by the directors and any relevant authority may be used.
- 3.12. Building operations may only commence after:

- 3.12.1. the physical siting of any proposed building has been inspected by the directors;
  - 3.12.2. reasonable notice to the immediate neighbours to the site or any member, who may be affected by the building operations;
  - 3.12.3. approval by the local authority has been obtained.
- 3.13. Save as contained herein below, only conventional face brick or plastered brick dwellings may be erected with thatched or cement or ceramic tiled (including Harvey tiled) roofs, slate and Chromadek roofs, the latter manufactured for residential purposes and approved by the directors both as to design and colour. The roofs must be pitched with a minimum slope of 17 degrees. All dwellings, excluding those in the traditional park home area, are to comply herewith by 31 August 1995.
- 3.14 Any alterations, changes, enlargements or additions to any “park homes” shall be in conformity with the minimum standards laid down for dwellings outside the park home area, the idea being that park homes to be replaced with standard dwellings.
- 3.15 Save with the permission of the directors, no fencing or walling of any site or improvements shall be permitted and no enclosure of any kind be erected.
- 3.16 All external walls shall be painted with water paint and a colour which shall be a muted earth tone such as white, cream, light brown and the like except for those improvements constructed of face brick.

- 3.17 No exterior of a building or any part thereof may be painted until the directors have approved the colour/s of the paint upon written application to utilize the colour/s proposed to be used by a member. The member shall supply the directors with sufficient information, including a sample of the colour/s, which the member intends using in order to allow the directors to consider and consult with other members regarding the intended use of a particular colour. In order to allow for meaningful consultation, a member shall paint a sample patch of 2 metres by 2 metres on an exterior wall of the dwelling when submitting the application. The directors' decision as whether a colour falls within the parameters of the Use Agreement or not, shall be final and binding on all members.
- 3.18 All lockers must be painted the same colour as the existing lockers (Wondercoat Golden Tan) and the doors with Excelsior, Hammered, Olympic Green – 3 in 1 QD. HammerTone. Enamel.
- 3.19 Cement and concrete may only be mixed within a site or any other area designated by the manager.
- 3.20 No pools or splash pools (jacuzzis) may be installed on Company property.
- 3.21 All hot water geysers situated on the outside of any dwelling must be enclosed in a manner that is compatible with the building itself.
- 3.22 No building operations of any nature are to be conducted or any maintenance undertaken at units on Saturdays, Sundays or public holidays and school holidays, unless special circumstances exist, and prior written permission has been obtained from the directors.

- 3.23 All builders' staff should be housed in the Luciana Village by arrangement with the manager or elsewhere but not within the Company's security fence area.
- 3.24 Heavy vehicles are not allowed on the paved roads. Bricks, etc are to be deposited near the main entrance from where the manager and staff will assist to the best of their ability to get materials to site.
- 3.25 Electricity supply to dwellings may not exceed 40 amps.
- 3.26 No electric stoves and ovens are permitted.
- 3.27 Geysers may not consume more than 2 kilowatt.
- 3.28 A member may, pave around a dwelling up to and including ,5 metres (half a metre) beyond the roof overhang, if there is sufficient space. The proposed paving must also be contained in a plan submitted for approval.
- 3.29 A carport or any construction on a D share may not exceed a single storey and may not have closed sides unless it has a wall which forms part of the dwelling in which case the other sides may not be enclosed.
- 3.30 The size of a carport may not exceed 3,2 metres by 6,4 metres outside diameter. The height of the entrance is not to exceed 2,1 metres and a 700 mm overhang may be allowed if there is sufficient space. No carport or roof overhang may encroach on paved roads.

- 3.31 After completion of any building work or alterations, the member shall submit certificates of compliance to the directors unless the member has received from the directors a written waiver to submit such certificates.
- 3.32 Building rubble must be removed from Company property on a regular basis (preferably weekly) by the member undertaking building operations.
- 3.33 All gas installations must comply with the South African National Standards regarding domestic gas installations. All building projects or alterations that affect gas installations in a dwelling are required to supply to the company a copy of a certificate of compliance issued by a registered gas installer. All gas bottles are to be housed outside of dwellings in a cage that is identical to the other cages already installed at units or inside a dwelling in compliance with the relevant Regulations.
- 3.34 Thatched units:
- 3.34.1 Where chimneys / jet master / extraction ducting ("chimneys") penetrate the roof of any thatch building, the chimney, stacks must be constructed in such a way that the outer faces in contact with the thatch do not become hot. (In normal chimneys, a full brick thickness (220mm) is necessary. All mortar joints in the stack must be properly filled. Where the chimney stack penetrates the roof plane, it must be dressed with a sheet metal or fibreglass reinforced polyester flashing under, between and over the top surface of the thatch. The width of the flashing must be at least 250mm.

- 3.34.2 A spark arrestor fitted not less than 700mm from the top of the stack must be provided in the chimney stack. The spark arrestor typically comprises a 10 x 10 x 1 mm (minimum) section of stainless steel wire mesh across the full width of the flue and securely built into the flue around the edges, or supported by mild steel dowels.
- 3.34.3 All thatched structures must be protected by a lightning mast in compliance with any insurance policy\* and be issued annually with a valid certificate in relation thereto.
- 3.34.4 \* Current policy requirements: An SABS approved lightning mast must be installed. The effective height of the mast must be such that it provides a shielding angle to the structure that it is protecting of a minimum angle of 45 degrees taken from the highest tip of the mast to ground zero. The mast must be bonded to the earth electrode of the structure or an earth electrode of its own source. Where metals are used in thatch construction (ie wire mesh, metal coated insulation, etc) is must be bonded to the earthed metal water main or earth electrode of the structure. Where chimneys and gable ends are present that are not protected by the appropriate shielding ie often the chimney extends above the shielding angle of the lightning mast, a peripheral conductor must be used around the chimney or along the gable and this must be connected to a down conductor bonded to the earth electrode or water main. Testing of the lightning conductors must be performed annually before the start of the lightning season by a registered reputable electrician. The testing of the LPS system shall include testing of the earth continuity and equipotential bonding, and the readings shall be recorded on a maintenance certificate, which certificate must be renewed annually.

- 3.34.5 All thatched units must have an outside fire hose in close proximity and which hose is readily accessible to Company staff.
- 3.34.6 All thatch units are required to have a 4,5 kg dry DCP fire extinguisher in the units.
- 3.34.7 All thatched units with chimneys are to ensure that chimney flues are cleaned at least annually prior to winter use.
- 3.35 Prior to any building operations being embarked upon, approved municipal plans must be obtained, save where in the opinion of the directors, a minor building operation will be performed.
- 3.36 After any building work or alterations affecting the areas below, the following certificates shall be required to be lodged with the Company:
- 3.36.1 an electrical certificate of compliance
  - 3.36.2 a glazing certificate
  - 3.36.3 a plumbing certificate
  - 3.36.4 a roof structure report
  - 3.36.5 an energy efficiency form
  - 3.36.6 a gas certificate of compliance

- 3.36.7 an occupancy certificate.
- 3.38 Members may install Windmaster roof ventilators on locker roofs see [http://www.windmaster.co.za/tornado\\_tech\\_info.htm](http://www.windmaster.co.za/tornado_tech_info.htm).  
The ventilator should be galvanized, 300 mm in size and erected in the centre of the roof.  
It must be mounted with a horizontal orientation  
Dome height: 270 mm  
Dome width: 430 mm  
Total height: 510 mm
- 3.39 In case of damage being caused to a dwelling a member is obliged to re-instate the dwelling within a period of six months from date of payment of a claim by the insurer or in case of a rejection of a claim, to either re-instate the dwelling or clear the site within a period of six months of such rejection.”

### **BOATS, WATER CRAFT (AND TRAILERS) AND BOATING**

**(These rules apply to all watercraft and the term ‘boat’ also means any other watercraft including personal watercraft)**

- 4.1 All boating safety rules and regulations, whether promulgated by Rand Water, a Local, Provincial or National authority or by the Company itself are to be strictly adhered to.
- 4.2 Only one craft per dwelling may be in the water or moored at a jetty at any time unless prior written approval for a particular occasion has been obtained from the Board.
- 4.3 Craft and trailers not in use must be stored in the lockers or such area as may be designated by the directors.

- 4.4 No more than 50 litres of flammable liquids may be stored in any locker at any given time. (This is not inclusive of fuels stored in waterborne crafts or tractors or vehicles).
- 4.5 No craft may be left moored at a jetty when members are not in residence.
- 4.6 Craft may not be anchored to the wake free zone buoys.
- 4.7 No watercraft may travel more than a slow idling speed within the wake free zone.
- 4.8 Save for children who are being taught, skiers must depart and return to a point outside the wake free zone.
- 4.9 The launching and putting away of craft are on a first come first served basis and members may not arrange a specific time with the drivers. Requests for launching or retrieval of craft may only be made while the member is in residence unless otherwise arranged with the manager. Members are to oversee the collection from lockers, towing, launching, retrieval and return to lockers of craft and the Company cannot accept liability for any damage caused to craft during this process. Tractor drivers are under the member's control for this purpose.
- 4.10 No person shall control a motor boat or craft on the Barrage reservoir unless he or she is at least 16 years of age or does so under the immediate supervision of a competent pilot of at least 18 years of age who shall accept responsibility for the conduct of the younger pilot.
- 4.11 All craft shall keep to the right of the centre line of the reservoir.

- 4.12 Circuits by motor craft shall wherever possible be carried out in an anti-clockwise direction.
- 4.13 When passing or overtaking one another, craft must maintain a distance of at least 10 metres from other craft or skiers.
- 4.14 Craft on the river after dark must display a white light aft a green light to starboard and a red light to port.
- 4.15 Craft under way upon the river have a right of way over craft taking off or stopping.
- 4.16 When a skier falls a red flag is to be raised immediately to show that a person is in the water.
- 4.17 Unless the river is virtually deserted (very early morning, weekdays, etc.) there should always be a competent observer in the craft to assist the pilot and skier.
- 4.18 No wet bikes, wave skis, wave riders and the like personal or other water craft may be launched from Company property unless a valid permit therefore is issued by the appropriate authority, is affixed thereto.
- 4.19 All watercraft must display the share block number of the owner of the craft as prescribed by the directors from time to time. The number must be in black on a yellow background.
- 4.20 No water craft may be brought onto the property over weekends and holidays for purposes of testing same.

4.21 NB Also see Jetty clause.

4.22 NB for personal water craft also see clause 24 below

5. **CHILDREN...**

5.1 May not ride on tractors or trailers.

5.2 May not swim in the area to the west of the petrol jetty.

5.3 Subject to clause 5.5, may not operate any motor vehicle or motor cycle on Company property save that 4 wheelers may be driven on as well as to and from the track as follows: Children may only be found on any motorised vehicles on the shortest route from their dwellings to the paved road and again from there on the shortest route to the gate along the main entrance road in order to use the track next door between 0800 and sunset. If any child is found driving any motorised vehicle on Company property in contravention of the above, the manager and his staff have been authorised to impound the particular vehicle for the rest of the weekend. No debates will be entered into and any complaints as a result of the manager's actions will be dealt with at the next directors' meeting.

5.4 No person under the age of 18 is allowed to operate motorized vehicles in the residential area unless accompanied by an adult.

5.5 May not operate any motorised vehicle unless the parents of such child have submitted a signed written indemnity as required by the Company, to the manager.

## 6 **ELECTRICITY**

- 6.1 Electricity supply to dwellings may not exceed 30 amps.
- 6.2 No electric stoves and ovens are permitted.
- 6.3 Geysers may not consume more than 2 kilowatt.
- 6.4 On the sale of any share, the selling member is required to supply to the directors an electrical certificate of compliance as required by law, regarding the dwelling, locker, car port or staff room forming the subject matter of the use of such shares.
- 6.5 Shareholders are responsible for the electrical reticulation of dwellings, carports, garages and lockers and are to comply with all laws regarding electricity and its use in a dwelling and any area surrounding a dwelling where a member installed or has electrical appurtenances serving his dwelling.

## 7 **EMPLOYEES**

- 7.1 Employees
  - 7.1.1 may not be given liquor,
  - 7.1.2 may only be asked to empty dustbins and assist with the launching and retrieval of craft and the supply of petrol, oil, gas and wood and should not be given any other instructions whatsoever. All other arrangements must be made with the manager.

- 7.1.3 may not be interfered with by any person in any manner whatsoever.
- 7.2 A staff room may only be utilised for a single staff member's occupancy and it may not be occupied by any other person / s than a bona fide staff member unless the directors otherwise agree.
- 7.3 Employees (including servants) must at all times wear the uniforms prescribed by the Company when on Company property.

## 8 **FIREWORKS AND FIRE ARMS**

- 8.1 The use of all fireworks is strictly prohibited.
- 8.2 The use of fire arms, pellet guns, air guns or any similar device which in the opinion of the directors may be capable of causing injury to persons or animals, is prohibited.

## 9 **FLORA & FAUNA**

- 9.1 May not be disturbed without the approval of the manager or landscaping committee.
- 9.2 No tree on Company property may be felled without the directors' written approval first having been obtained.
- 9.3 After approval of a request by a member to remove or lop trees, the costs incurred therefore will be for the member's account.

- 9.4 No fauna occurring naturally on the Company property may be disturbed.

## **10 FISHING**

- 10.1 Do not leave fishing rods unattended on the waterfront - especially if the lines are still in the water. Remove your rods and equipment from the waterfront if you are leaving - even if it is for a short period of time.
- 10.2 Do not to fish in areas next to the jetties - boats and watercraft have priority.
- 10.3 Retrieve all lines if a water craft is approaching the area you are fishing from.
- 10.4 Due to the space limitations between jetties, anglers are be limited to no more than 2 rods per angler.
- 10.5 We have a catch and release policy at Luciana. The water quality in the river is sometimes dubious, to say the least, and any fish taken and consumed may result in illness.

## **11 INSURANCE**

- 11.1 Members shall effect their own insurance over the contents dwellings and lockers as well as all vehicles and water craft.
- 11.2 Members are obliged to effect and pay for insurance over immovable property through the policy taken out by the Company. It is the members' obligation to ensure that the unit occupied by the member is insured at a value sufficient for replacement purposes and a

member may advise the directors of the value which the member believes the unit should be insured for where after the directors will advise the insurers of the member's suggested valuation.

- 11.3 The Company or its subsidiaries, directors and servants shall not be liable for any damage to property of members, their family or guests or visitors and in particular will not be liable for damage of whatsoever nature caused to property whilst in the custody or under the control of the Company, its subsidiaries or servants, whether such damage was caused by negligence or otherwise.

## 12 **JETTIES**

- 12.1 Jetties are used on a first come first served basis.

- 12.2 No articles including skis, craft covers, shoes and equipment may be left on jetties.

- 12.3 All jetties are used at the user's own risk.

- 12.4 Boats and barges take preference at jetties and personal water craft must be removed in the event of the owner thereof being requested by any member to do so in order to moor a boat or barge.

## 13 **KEYS**

All members are obliged to leave a key to their dwellings and lockers with the manager.

## 14 **LITTER AND GENERAL APPEARANCE OF SITES AND DWELLINGS & SECURITY**

- 14.1 Members are responsible to keep their sites clean and tidy and in good order and condition.
- 14.2 Members are obliged to maintain all dwellings erected on sites in a good state of repair and shall be responsible to ensure that any roofs and gutters are kept free of leaves or any debris.
- 14.3 When a unit is unoccupied, all loose items, excluding patio furniture, are to be stored in appropriate locked areas and may not be left at and around dwellings.

## 15 **NUISANCE**

Members shall have the right to the use and enjoyment of the site and common property subject however to such terms and conditions as may be imposed by the use agreement, MOI, management regulations and any directives issued by the directors or manager and further subject to the rights of other members of the Company.

- 15.1 No member shall permit any disorderly conduct of any nature on the land nor permit or allow any act or omission, which shall constitute or cause a nuisance to anyone else.
- 15.2 Pets may not constitute a nuisance to other persons.
- 15.3 No noise may emanate from any site between 23h00 and 07h00.

15.4 The snooker room may not be used after 23h00.

## 16 **PETS**

16.1 Pets may be kept on a site but only for so long as they do not in the opinion of the directors constitute a nuisance.

16.2 In the event of complaints being received in relation to any particular pet, such pet will be banned from the Company property.

16.3 No pets are permitted at the pool and court area at any time.

16.4 No visitors' pets are allowed on Company property.

16.5 Dogs and other pets brought onto the property will be subject to a dog and pet levy as determined by the directors from time to time.

16.6 Animals may not be left on our property when a member responsible for that animal is not present at Luciana. The rule that a member must be in residence when a unit is used is as applicable to pets as it is to guests.

## 17 **SHARES**

17.1 No share in the Company held by any member may be transferred, alienated or in any way disposed of without the prior consent and approval of the directors.

- 17.2 A member who wishes to sell his shares, should in addition to the requirements of the articles and use agreement, supply the directors with the share certificates and such documents as the directors may require, including an electrical certificate of compliance, in order to effectively conclude a sale of the shares.
- 17.3 All members and nominees are required to sign the Company's use agreement in force within 14 days from the time that such member or nominee is required by the directors or manager to sign such agreement.
- 17.4 All new members who apply for membership of the Company are required to sign the standard Company checklist for new applicants.

## 18 **USE OF DWELLINGS AND FACILITIES**

- 18.1 Members may not let or part with the use of a site without the prior written consent of the directors.
- 18.2 Dwellings are to be used solely for residential purposes as a holiday home and for no other purpose whatsoever unless the prior written consent of the Board has been obtained.
- 18.3 Visitors may only occupy or use a site or dwelling (or any other facility) while the member or nominee is present, unless prior written permission has been obtained from the directors.
- 18.4 No tents or similar structures may be placed on Company property for any purpose.

- 18.5 No signboards, advertisements or any signs of any nature may be erected or displayed on Company property, which includes all privately used dwellings.
- 18.6 No noise may emanate from any site between 23h00 and 07h00.
- 18.7 Save for utilising the braai facilities erected in the vicinity of the pool area supplied by the company, no braai activities may be undertaken around the swimming pool
- 18.8 All facilities, whether on Company property or otherwise, including jetties, used by members and visitors, are used at the sole risk of users and the Company, it's directors, officers, employees and manager will not be responsible for any loss or damage suffered by any person for any reason whatsoever including any acts or omissions performed or omitted negligently or otherwise.

## **19 USE OF LAPA**

- 19.1 All applications for the use of the lapa for functions must be submitted to the Company in writing on the standard form available from the manager at the Company's fax number, by email or by post. Full particulars of the date and time and duration, the nature of the function, the number of people who will be attending and the intended (overnight) accommodation of all guests must be supplied at the time of the application.
- 19.2 All applications for the use of the lapa will be considered on a first come, first served basis.

- 19.3 A person who reserved the lapa for use, will pay to the Company the applicable special levy per day or portion thereof for such use upon confirmation from the directors that the lapa has been reserved for such person's use. A levy for weekday functions / conferences and non-members will be determined according to the facts of each application received for the use of the lapa.
- 19.4 Use – means the use of the lapa on any particular day or portion of such a day by a member for a private function. Use includes:- the use of the tables, chairs and braai facilities which are available on the date of such use; (It is the members responsibility to ascertain from the manager exactly what and how many items are available); the use of the sound / music system; the supply of toilet paper, paper towels and soap in the bathrooms by the Company; cleaning of and cleaning materials for the lapa before and after a function by the Company. An additional charge (the cost of dry cleaning) will be levied for the use of tablecloths.
- 19.5 The use of the lapa is at the risk of the user and any repairs, which may be effected to the lapa or equipment after use, will be for the account of the user. If crockery and cutlery are required, the user shall pay for all breakages or missing items. A daily use fee as determined by the directors from time to time, is payable by members for the use of the lapa.
- 19.6 All guests attending a function of a user at the lapa must park their vehicles at the office area as designated by the manager.
- 19.7 All activities of guests of the user utilising the lapa during an use period must be contained to the lapa/pool area.

- 19.8 No guests or any persons may sleep in the lapa or in any other place otherwise than in accordance with the articles, use agreement and management regulations of the Company.
- 19.9 Guests may not bring any dogs or watercraft (subject to clause 19.3) and all terrain vehicles for utilisation during a visit, to the property.
- 19.10 All the rules of the Company will apply at all times, including the rules regarding the use of the pool, snooker room and tennis court.
- 19.11 Members, users and their guests must adhere to all directives of the manager of the Company.
- 19.12 The lapa is, by law, a non-smoking area. The veranda between the main lapa and kitchen has been constructed to accommodate smokers where ashtrays are provided.

### **19.13 Use of Guest Rooms**

- 19.13.1 The rooms are there mainly to serve the lapa. All functions arranged at the lapa will receive precedence for the use of the rooms. When rooms are reserved for guests during non-lapa function visits, guests are to be entertained at the member's unit and the rooms are to be used solely for sleeping purposes and no food may be prepared in the rooms.
- 19.13.2 Occupation may commence from 10h00 and departure must be at 10h00 on the following day. This period or part thereof constitutes 1 day. (An additional hour or so before 10:00 or an

hour after 10:00 must be specifically arranged prior to occupation of the rooms, if required).

19.13.3 The member who reserves the room/s is liable to check that all items contained in the rooms are in place when guests depart. All missing items will be replaced at the cost of the member.

19.13.4 Vehicles are to be parked at the office area and may not drive past the workshop to the rooms.

19.13.5 SMOKING IS NOT PERMITTED IN THE ROOMS.

19.13.6 The price for the use of the rooms includes electricity, cleaning before and after use (not service whilst in use), bedding, toilet paper and towels.

19.13.7 Cleaning service whilst in use can be arranged with the manager at a price to be arranged.

19.13.8 One room has a double bed, two single beds and 1 double bunk. The remaining rooms have a double bed and two single beds. The cost of use is as determined by the directors from time to time.

17.13.9 Use by non-members: Rooms may be booked with the use of the lapa only and are double the rates specified for members.

17.13.10 Rooms booked and not used ("no show"), will be charged for at the standard rate.

## 18 VEHICLES

**(All vehicles, including motorcycles, 3 or 4 wheeled cycles, golf carts, tractors and trailers (where applicable) are subject to these rules)**

- 18.1 A speed limit of 20 kilometres per hour is to be observed on Company property.
- 18.2 No vehicle may be parked in such a way that it blocks the view or would otherwise inconvenience any other shareholder.
- 18.3 Not more than one vehicle may be parked on a site at any time. Additional vehicles are to be parked in the designated parking areas. The aforementioned rule excludes golf cars and quads, which may be parked at units – save not in excessive numbers at any one unit. If a dwelling has, in addition to the 120 square metre footprint (or 150 square metres in the case of Upper Park Drive), a garage or carport, any vehicle must be parked in that carport or garage.
- 18.4 No vehicles or trailers may be brought onto the waterfront. (The rule is not applicable to management whilst performing duties or to members for delivery and collection of items to water craft with a golf car or quad).
- 18.5 No vehicles may be left in the slipway area.
- 18.6 Save for management whilst performing duties, vehicles may only be driven on the roads and not on the grass.

- 18.7 Save as set out in 5 above, no person younger than 18 years may drive any form of motorised transport on company property.
- 18.8 Carports are for use of guests on a first come first serves basis. The carports are for such use while a member is in residence. Permanent residents are required to acquire sufficient lockers or carports at a unit for parking purposes and may not utilise the carports for personal use.
- 18.9 A contravention of these rules is liable to a fine.

## 19 **VISITORS**

- 19.1 Should be made aware of the rules of the Company, copies of which are available from Board members and the manager.
- 19.2 May only occupy or use a dwelling while the member is present, unless prior written permission has been obtained from the directors.
- 19.3 May not launch boats (or any other water craft) or bring ATV's or motorized vehicles other than their own passenger vehicles onto the property without the prior written approval of the Board.
- 19.4 Should a member, in the opinion of the Board, have numbers of guests or guests of such a regular nature that they constitute an infringement upon the exclusivity of the Company or impinge upon rights of other members, the directors may impose a guest quota upon such member.
- 19.5 May not bring pets onto Company property.

## 20 **WASHING LINES**

- 20.1 Only removable washing lines may be erected and these may not be in use over weekends or holiday periods.
- 20.2 Movable stands may be used to dry washing but underclothes may not be displayed thereon.

## 21 **WATER (DOMESTIC)**

- 21.1 Domestic water may under no circumstances be used for gardening purposes.
- 21.2 No fresh water taps may be placed outside any dwelling.

## 22 **WATERFRONT**

- 22.1 No vehicles of any description or trailers may be left on the waterfront.
- 22.2 No fires or braais may be made on the waterfront.
- 22.3 No structures or objects other than ordinary sun umbrellas of not more than two metres in diameter may be erected or used on the waterfront.
- 22.4 No items may be left on the waterfront unless members are present or active on the water.

22.5 All craft covers are to be left in the craft trailer park.

22.6 Golf clubs may not be used on the waterfront and all golfing activities may only take place behind the lockers.

## 23 **GENERAL**

Members are obliged to observe and comply with all lawful directions of the manager or any director at all times.

## 24 **PWC USER/OPERATOR REGULATIONS**

24.1 Due to the high level, of manoeuvrability, speed and easy riding ability of these craft, many inexperienced unqualified and uninformed people, are able to use them and often knowingly and unknowingly, transgress waterway laws and common courtesy principles as well as upsetting other waterway users and Luciana residents.

24.2 In many cases the transgressions are committed by the minority and the irritation factor is caused by noise or continuous monotonous riding close to built up areas. Both these problems are as a result of a lack of knowledge and forethought by the operator.

24.3 The result of these actions is usually a total banning of all watercraft. This often results in unauthorised operation by riders who feel they have a right to use their craft and then become mavericks - totally out of control. The simple reality is that we at Luciana have to set rules to govern and control the use of P.W.C's. We are a boating "club" and as such, we don't want to

ban P.W.C's. If the correct procedures are followed, fun may be had by all and no irritation caused.

- 24.4 In addition to the SAMSA requirements, a P.W.C used at Luciana must display a number, which corresponds to the owner's site number.
- 24.5 The number must be displayed on a 'stick on' registration token available from management.
- 24.6 All P.W.C users will be required to sign an acknowledgement, confirming receipt of these guidelines and accepting responsibility for their actions.
- 24.7 The following rules must be obeyed by all P.W.C users:
- 24.7.1 No person under the age of 16 may operate a P.W.C;
- 24.7.2 No person shall operate a P.W.C until that person has read and understood all the regulations. Both the owner of the share block number affixed to the craft, and the person operating the craft will be held responsible if a user transgresses any of the regulations.
- 24.7.3 All persons using vessels on any water **do so at their own risk**. The operator is responsible for the condition of the vessel, his/her safety, and they must ensure that the regulations are not transgressed.
- 24.7.4 Life jackets must be worn by P.W.C users at all times.

- 24.7.5 All P.W.C's may only operate in areas where they will not be categorised as a nuisance to Luciana residents.
- 24.7.6 All P.W.C are to idle in the no wake zone and are not to drive continuously in front of areas where craft are pulling off or entering, i.e. the no wake zone in front of Luciana property.
- 24.7.7 No operator shall operate or permit any other person to act in a reckless or negligent manner.
- 24.7.8 No person shall operate a vessel whilst under the influence of alcohol or narcotic drugs.
- 24.7.9 When a P.W.C pilot passes another vessel he/she must ensure that it is safe to do so and that they pass at a speed and distance so as not to endanger the overtaken vessel. Generally accepted rules of the water must be adhered to.
- 24.7.10 Except for those craft using a pre-marked course, every vessel, must move in an anti-clockwise direction.
- 24.7.11 When approaching the shore the P.W.C operator must be especially aware of skiers, bathers and other craft near the shore. Once again idle speed must be adhered to.
- 24.7.12 P.W.C users may not follow close behind a craft towing a skier and must give way to skiers.

24.7.13 Boats and barges take preference at jetties and personal watercraft must be removed in the event of the owner being requested by any member in order to moor a boat or barge.

24.8 These rules must be adhered to by all P.W.C users. Should users transgress these rules, the following shall apply:

24.8.1 1<sup>st</sup> Transgression – warning

24.8.2 2<sup>nd</sup> Transgression - R100 fine.

24.8.3 3<sup>rd</sup> Transgression - R200 fine and ban on use of P.W.C. by transgressor.

24.9 Please note these rules are here for the protection of the majority, as a few inconsiderate P.W.C users could result in the total ban of P.W.C's at the Company premises.

## 25. **LEGAL AND OTHER COSTS**

A member shall be liable to the Company for all legal costs incurred by the Company for it to obtain legal advice and respond to correspondence received by the Company at the instance of a member or to enforce any rights against a member as well as all costs incurred to institute or defend any legal action or any other proceedings, whether of a legal nature or otherwise, against or by a member and all costs incurred for legal representation for the Company and its appointed representatives for any purpose whatsoever in the amount of the actual costs incurred by the Company.

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## 26. **PERSONAL INFORMATION**

In order to keep all members and their family members abreast with the day to day running of the general sites and dwelling units, and in accordance with the Share Blocks Control Act 59 of 1980, the Board, by way of regular electronic communication addressed to such persons, shall detail and circulate any relevant and necessary information pertaining to the general use of sites and dwellings and matters of shareholders' interest as well as information regarding the Vaal River and environs. This measure seeks to aid in the realisation of the Company's commitment to transparency and accountability. Further, such communications, solely, serves as informative measures and will be carried out with strict observation of the Company's responsibilities, as outlined in the Protection of Personal Information Act, 4 of 2013 ("POPI"). By virtue of being a shareholder, each member, unreservedly binds him/her/itself to the rules, regulations and policies pertaining to the general sites and dwelling

units, which is inclusive of, but not limited to, the receipt of informative, relevant and necessary, communication regarding the general sites and dwelling units and information referred to above. Following any member's sale of shares (in their entirety), all communication, regarding the general sites and dwelling units and other information, will immediately be suspended, in accordance with POPI and any relevant legislation. To this end, the former member may elect to continue to receive specific material, marketing or otherwise, in which case the permitted communication(s) will be directed to said person in accordance with the consent provided in this regard.