LA LUCIA RIDGE
OFFICE ESTATE

LLROEMA - Access Tags/Remotes Rules Document

I acknowledge that I have access to the Privacy Notice of The La Lucia Ridge Office Estate Management Association NPC and that I consent to having my personal information processed and accessible for the purpose of the intended operations of the business and as outlined in their Privacy Notice/Policy.

Privacy Notice: www.llroe.co.za ; Privacy Policy Hardcopy: estatemanager@llroe.co.za

1. **INTRODUCTION**

1.1 In terms of Article 8.5 of the Association's Articles of Association, the Directors are given the power to make Rules from time to time for the management, control, administration, use and enjoyment of the Office Estate, for the purposes of giving proper effect to the provisions of the Memorandum and Articles of the Association, the Development Manual and for any other purposes which powers shall include the power to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of the Management Rules or the Articles of Association.

1.2 Any Rules so made by the Directors from time to time are in terms of Articles 8.7 of the Articles of Association binding on all Members.

1.3 These Rules may be amended by the Directors of the Association by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

2. **CONTROL OF VEHICLES**

No person shall operate any vehicle on any road within the Office Estate at a speed in excess of 40 km per hour. The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in Rule 3.1 above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.

No person shall operate any vehicle upon any place within the Office Estate other than a road, parking area or driveway.

All vehicles shall keep to the left-hand side of the road.

The Association may by means of appropriate signage give directions as to the use of roads or any portion thereof as it in its discretion may deem fit, provided that such signs shall insofar as possible be in accordance with the signs used on public roads in the Province of KwaZulu-Natal. Such signs shall have the same meaning as those used on public roads in the Province and failure by any person to obey the same and give effect to such meaning shall constitute a contravention of these Rules.

No person shall operate any vehicle at any place within the Office Estate unless he is the holder of a valid driver's licence issued under the provisions of the Road traffic Act No. 29 of 1989.

The driver of any vehicle entering any office park within the Office Estate shall:

Stop at the security control situated at any entrance to the office park and only enter the office park on being allowed to do so by the guard on duty provided that this provision will not apply where Members have been issued with a device by the Association enabling such Members to operate any vehicle access controls.

Not permit the use by any unauthorised person of any device issued by the Association enabling the holder thereof to access any office park and generally abide by all requirements of any security company engaged in controlling security within the Office Estate.

Subject to the provisions contained in the Development Manual, no vehicle having a gross weight in excess of 7 000 kg and a fixed length of more than 10 m shall be permitted to enter the Office Estate except with the prior written approval of the Association who may grant approval on such conditions as it may deem fit.

No person shall operate any vehicle on the Office Estate while under the influence of alcohol or any drugs, which may in any way impede his ability to control such vehicle.

No person shall drive or ride on any road within the Office Estate in any such manner so as to constitute a danger or nuisance to any other person or property within the Office Estate.

No person shall park, store or leave unattended vehicles in the Office Estate other than at a place properly set aside for such purpose and where appropriate within the area so designated on the surface for such purpose.

3. FLAMMABLE SUBSTANCES

No person shall keep anywhere on the Office Estate any flammable substances, provided however this rule shall not apply to the keeping of such substances in such quantities as may be reasonable required for commercial operations conducted on the Office Estate.

4. LAKES, DAMS, PONDS, STREAMS AND FOUNTAINS

No person shall without the written consent of the Association take any fish, live bait, crustaceans or plants from any lake, dam, pond, stream or fountain on the Office Estate and then only subject to the conditions as the Association may impose.

No person shall pollute or permit the pollution of any lake, dam, pond, stream or fountain in the Office Estate nor shall they discard any litter or any article of any nature whatsoever in such lake, dam, pond, stream or fountain.

5. OPEN SPACES

No person shall anywhere in the Office Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.

No person shall light any fires at any place upon the Office Estate other than a place designated for the purpose and approved by the Association and then subject to a proper fire area having been constructed at such place.

No person shall attempt to sell goods to other persons on the Office Estate whether it be by way of door to door selling, setting up of a store, Spaza, shop or sales table, nor make any attempt to set up a business as a vendor within the Office Estate whatsoever.

No person shall discard any litter or any item of whatever nature in any place upon the Office Estate except in receptacles as provided.

No person shall enter the natural forest (as defined in the Articles of Association) or the landscaped areas (jointly hereinafter referred to as "the open spaces") except on designated paths and no vehicle or motorcycle shall be allowed access to these areas with the prior written consent of the Association.

The Association shall be entitled to prohibit access to any open space within the Office Estate should it be deemed desirable to do so for the purpose of preserving the environment.

Any such areas shall be suitably demarcated by the Association.

No person shall anywhere in the Office Estate disturb, collect any plant material whether living or dead save with the consent or on the instructions of the Association.

No person shall damage, destroy or remove any trees, plants, shrubs or flowers from the Office Estate.

6. **GENERAL**

No person shall while on the Office Estate act in such a way which may reasonably be construed by the Association as interfering with the use and enjoyment of the Office Estate by other persons or in any way create a nuisance to any other person on the Office Estate nor conduct or carry on any business or other activity within the Office Estate in contravention of any town planning scheme or other lawful provision.

The LLROEMA does not manage open or undercover parking bays within buildings or on properties, this is strictly under the control of either the Landlord or Tenant. If a tag or remote is requested, it is understood that parking has been arranged for the applicant and that they are permitted to park on the property. The LLROEMA shall not get involved AND IS NOT responsible for the allocation and control of parking bays.

IMPOSITION OF PENALTIES

1. In the event of any person contravening or failing to comply with, or deemed to have contravened or failed to comply with any provisions of these Rules he shall be liable to a penalty as follows [except signage contraventions where the penalties referred to in clause 9.3 shall apply]:

in the case of an initial breach of the Rules by any person a fine of R100, 00 shall be imposed.

in the case of a second breach by any person of the Rules a fine of R250, 00 shall be imposed;

In the event of any person breaching the Rules on three or more occasions a fine of R1000, 00 shall be imposed.

2. Any contravention of these Rules by any employee, contractor, invitee, lessee or any other person authorised to be in the office park by the Member shall for all purposed of these Rules be deemed to be a contravention by the Member.

RULES FOR ACCESS TAG/REMOTE OWNERSHIP

I shall:

be solely responsible for the safe keeping and proper use of my Access Tag/Remote Card at all times;

NOT permit the use thereof by any other person;

only use my Access Tag/Remote to gain entry to the park for work related matters;

comply with the directions of the access control security officers at the gates in all matters relating to the control of access into the parks;

in the event of losing my Access Tag/Remote I will immediately notify the LLROEMA control room so that it can be suspended;

sign in as a visitor while my lost tag/remote is being replaced (max of three days as a visitor will be allowed);

be liable for the cost of the lost access tag (R200.00) or Remote (R495.00) should it be lost;

Return my access tag/remote when I leave the employ of the company that is situated in the park or no longer need permanent access to the park.

If an Access Tag/Remote Holder leaves the employment, the Access Tag/Remote needs to be cancelled Immediately. The Access Tag/Remote may NOT be given to another employee without a completed application. If this is discovered a PENALTY of R100.00 will be issued and the Access Tag/Remote will be cancelled.

FIRST ISSUE OF AN ACCESS TAG WILL BE R60.00 and R35.00 THEREAFTER (each) FOR ANY REPROGRAMMING (includes any Remote reprogramming).

I have read each and every clause in this agreement and by signature below confirm that I am bound by all of the clauses in this document.

For signature by Applicant /Employee for LLROEMA access tag/remote:

Full Names: _____

ID / Passport No:

Car Reg: _____

Signature: _____ Date: _____

For signature by Employers whose Employees require access tags/remotes:

Company Name: _____

Physical Address: _____

_____

Full Names: _____ ID No. _____

Signature: _____ Date: _____

For signature by Landlord or Landlords representative (if applicable):

Full Names: _____ ID No. _____

Signature: _____ Date: _____