



# **Bridge City Management Association**

## **Rules of the Association**

**As adopted February 2011**

## **DEFINITIONS**

“Association” means Bridge City Management Association (an association incorporated under Section 21);

“Articles of Association” means the Articles of Bridge City Management Association;

“Bridge City” means Bridge City Town Centre and Lower Platform as defined in clause 1.1.33 of the Articles of Association;

“Common Spaces” means the common areas within Bridge City, which areas shall include, inter alia, open spaces, parks, certain areas of indigenous bush, certain road verges, private roads, sidewalk servitudes, lane servitudes, market square, as defined and described in Bridge City Precinct Plan No. 4, as approved by the eThekweni Municipality, and public thoroughfares within Bridge City;

“DRP” means Bridge City Design Review Panel as defined in clause 1.1.8 of the Articles of Association;

“Member” means:-

- an Owner;
- the developer as defined in clause 1.1.9 of the Articles of Association, during the development Period (although, it is recorded that, the eThekweni Municipality shall continue to be a Member after the expiry of the development period if the developer is then an Owner) and;
- a Body Corporate, where a sectional title scheme has been established on Land:

“Owner” means any person who is a registered owner of Land or an undivided share in Land provided that, for the purposes of the Articles of Association, the Body Corporate of any sectional title scheme on Land is to be deemed to be the owner of such Land.

“Manager” means the person, corporation or association appointed by the Association, from time to time, to undertake the management of Bridge City in terms of the Association’s responsibilities;

“CEMP” means Construction Environmental Management Plan;

“Development Manual” means The Development Manual as applicable to all development within Bridge City in terms of the Contract of Sale signed by all Owners;

“Local Authority” means eThekweni Municipality;

“Rules” means The Rules of the Bridge City Management Association, as recorded in this document, in terms of the clause 8 of the Articles of Association;

“Retention” means an amount of money to be determined by the Board which is to be lodged with the Association to cover fines imposed, damages to the public and semi-public domain and failure to comply with the Association’s conditions of plan approval or failure to complete the construction satisfactorily;

“Land” means any freehold property in Bridge City, including any subdivision, capable of individual ownership, whether such land is improved or not, but shall exclude a sectional title unit under the provisions of the Sectional Titles Act, where a sectional title scheme has been established on such land.

## 1. **INTRODUCTION**

- 1.1 In terms of Article 8.5 of the Association's Articles of Association, the Board is given the power to make Rules, as well as the power to substitute, add to, amend or repeal same, for the purposes of management, control, administration, use and enjoyment of Bridge City as a whole, and for the purposes of giving proper effect to the provisions of the Memorandum and Articles of the Association, and for any other purpose which it deems appropriate.
- 1.2 Any Rules made by the Board are binding on all Members.
- 1.3 Any breach by a Member of the Articles or these Rules may result in the Board imposing a financial penalty against such defaulting Member as provided for in Article 8.
- 1.4 Members will also be responsible for any contravention of these Rules by any tenant, agent, employee, contractor, invitee or any other person authorised to be on Bridge City by such Member.
- 1.5 In view of the above, Members should ensure that it is a condition of any lease of such Member's unit in Bridge City that the lessee shall be bound by the Articles and Rules of the Association and that any breach of the Articles or Rules by the lessee shall be deemed to be a breach of the Agreement of Lease entitling the Member as lessor to such remedies as may be appropriate.
- 1.6 The Board of the Association may amend these Rules, from time to time.
- 1.7 These Rules shall be read in conjunction with the Articles of Association, and in event of any conflict between the provisions of these Rules and the provisions of the Articles of Association, the provisions of the Articles of Association shall prevail.

## 2. **GENERAL MEMBERSHIP**

- 2.1 Every Member shall sign a membership application form in the format prescribed from time to time by the Association. The member shall update the Association with any changes to the details provided in the form.
- 2.2 Any Member seeking to transfer its Land in Bridge City shall ensure that the transferee completes the membership application form and complies with other formalities as prescribed by the Association from time to time. In addition, the Association shall issue a clearance certificate before transfer may be passed to the transferee. Such clearance certificate shall not be issued unless the member is confirmed as being in good standing in respect of levy payments, the Articles of Association, the Development Manual and all Rules of the Association. An administration fee of R500, 00 plus VAT thereon will be levied for the issue of the clearance certificate. This fee includes an inspection of the property to confirm compliance with the requirements of the Association. Should the inspection reveal non-conformance with such requirements, a list of outstanding matters will be forwarded to the Member for rectification before issuance of the clearance certificate. The follow-up and any subsequent inspection required to confirm compliance will attract further charges currently at R500,00 (plus VAT) which may be increased by the Association from time to time per inspection, which amounts shall be paid before the clearance certificate will be issued.
- 2.3 The procedure outlined in paragraph 2.2 above shall also be applicable to the transfer of units in the sectional title schemes.

### 3 **LEVIES**

- 3.1 Levies shall be paid by no later than the first day of each and every month in advance immediately they become due, as per rule 3.2 below and Clause 14 of the Articles of Association, which states unpaid levies will attract interest from the due date of payment to the date of payment at a rate of interest equal to that charged by the Standard Bank of SA (Ltd) at its prime overdraft rate, plus 3 (three) percentage points. Such interest will be compounded monthly in advance.
- 3.2 At the time of publication of these Rules, levies become payable on the first day of each month, and interest will be charged from the 2<sup>nd</sup> day of each month (in this regard see clause 14.8 of the Articles of Association).

### 4. **GENERAL RULES**

- 4.1 Any development or sectional title scheme within Bridge City shall include in its rules the following provision:

*“Notwithstanding anything contained herein or elsewhere it is recorded that the Rules of any Body Corporate in Bridge City shall be subject to the provisions of the Articles of Association of the Association and any Rules and regulations made in terms thereof. In the event of there being any conflict between the provisions of the Rules of the Body Corporate and the Articles or Rules of the Association, the Association's provisions shall apply in this regard”.*

### 5. **USE OF ALL PROPERTIES**

- 5.1 The maximum number of persons permitted to occupy any dwelling within Bridge City shall be the number of bedrooms in such dwelling multiplied by two.
- 5.2 Nothing may be placed on or attached to the exterior of the dwelling or any other structure without the prior written approval of the Association. The request for such approval shall require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to, but is in no way limited to, external air conditioning units, awnings, washing lines, refuse bins or bin storage areas, signs, aerials, satellite dishes, etc. even when not directly attached to the building).
- 5.3 No Member, tenant or occupant of any building shall allow any linen, general washing or clothing to be hung on the outside of any building or section, in such a manner so as to be visible to the public or neighbours.
- 5.4 No harmful or inflammable substances shall be kept on any property other than in such quantities as may reasonably be required for domestic or business purposes, with the relevant safety, health and other permits in place.
- 5.5 Unless by prior written approval from the Association, no reflective film of any type or colour is to be used as a sun-screening device on any window or door.
- 5.6 External lighting is to comply with the approved building plans.
- 5.7 No alterations to the exterior colour of the building may be made without the prior approval of the DRP.
- 5.8 Landscaping is to be maintained to a standard acceptable to the Association.

- 5.9 In compliance with the conditions of title relating to all properties, a Member shall abide by the Development Manual, Construction Environmental Management Plan (CEMP) and Landscaping Philosophy applicable to Bridge City.
- 5.10 Without in any way reducing the liability of each section holder as a member of the Body Corporate to pay the Association levy, it shall be the responsibility of the body corporate of any sectional title scheme laid out on any Land within Bridge City to collect the aforesaid levy due to the Association, from the body corporate's members, on the Association's behalf and to pay this amount over to the Association monthly in advance on the due date as per Rule 3 above.
- 5.11 The body corporate of any sectional title scheme laid out on any Land within Bridge City shall be obliged to provide the Association with the names and addresses and other details of its residents when requested to do so by the Association and to advise the Association of changes to such details.
- 5.12 No person shall use any area within Bridge City in a manner that may unreasonably interfere with the use and enjoyment thereof by other persons or in such a way as to create a nuisance to any other person in Bridge City or to the detriment of the environment
- 5.13 No signage shall be permitted on Land save as approved by the Association and outlined in the Development Manual.
- 5.14 The Land shall only be used as per DRP approval and zoning save that:
- 5.14.1 the use of a maximum of 10% (TEN PERCENT) of the gross lettable area (SAPOA definition) of the buildings may be used as office space, provided prior written approval of the Association, is obtained by the occupant/applicant, which approval shall be subject to the Local Authority's permission.
- 5.15 No freestanding sheds are permitted save for the purposes of the builder when a property is under construction.
- 5.16 Whilst fencing is discouraged in Bridge City, where additional fencing is required (other than that approved on original plan submissions) the style, type and position must be strictly in accordance with the Development Manual, and no fencing may be installed until written approval of the Association has been obtained.
- 5.17 No flags, flag poles, or radio aerials on poles, whether temporary or permanent, may be erected on any building or property without prior written approval of the Association.
- 5.18 The positioning of satellite dishes and any external TV or radio aerials must be authorized by the Association prior to installation and, in any event, may not be located on exterior facades
- 5.19 The use of any kind of shade cloth after the building is completed is prohibited.
- 5.20 The Association controls the style and colour of external awnings and authorization for its erection must be obtained prior to installation.
- 5.21 Any form of public auction or sale on any property, excluding sale in terms of a Court Order, within Bridge City is prohibited (other than with the prior written permission of the Association).

6. **UPKEEP AND MAINTENANCE OF PROPERTIES**

- 6.1 All fences, driveways, structures and the exteriors of all buildings on properties shall, at all times, be maintained by the Member in a clean and tidy condition, be fittingly repaired, painted and properly kept.

6.2 Save where such work is carried out by the Association, the exterior of every building shall, at all times, be maintained and kept in a clean, tidy and neat condition by the Member and no Member shall be entitled to apply paint or any similar material to any exterior part of his building without the prior written consent of the DRP which consent shall not unreasonably be withheld. An Owner shall, on receipt of a notice given by the DRP, undertake such work as may be specified in such notice relative to such Owner's building. Should an Owner fail to carry out any work as required by the DRP, after the DRP has given the owner notice, which the DRP deems reasonable in the circumstances, so to comply, the Board shall be entitled to carry out such work and to recover the reasonable cost thereof from the Member concerned which amount shall be deemed to be part of the levy due by the Member to the Association.

6.3 All gardens or undeveloped Land shall be maintained by the Member in a good and proper order and condition and shall not be used in any manner or for any purpose which is likely to impair the appearance or amenity of neighbouring properties or Bridge City in general.

#### 6.4 **LANDSCAPING**

6.4.1 Save as may otherwise be agreed by the Board, any landscaping on Land to be undertaken by a Member shall be undertaken in accordance with a landscape plan approved by the DRP and no Member shall commence landscaping of any Land until such time as such landscape plan has been approved in writing.

6.4.2 Notwithstanding anything to the contrary herein or elsewhere contained, no Member shall have the right to landscape any part of Bridge City or attempt to erect any fence or wall or any other structure or remove same on any Land without the prior written consent of the DRP. Notwithstanding the foregoing, the provisions of this clause shall not be binding on the developer as defined above, during the Development Period as defined in clause 1.1.11 of the Articles of Association.

6.5 Where in the opinion of the Association the condition of a garden is not up to the required standards of Bridge City, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time. Should the Member fail to carry out such work as requested, the Association shall be entitled to carry out that work and to recover the reasonable cost thereof from the Member, which amount shall be deemed to be part of the levy due by the Member.

#### 7. **VEHICLES**

7.1 All Members, tenants, employees, contractors or other persons who visit Bridge City in a vehicle, shall be required to abide by the applicable legislation, regulations and these Rules.

7.2 No vehicle shall be parked in unauthorized areas such as sidewalks, open lawned areas or in front of the driveways. Any person found in contravention of this clause shall be liable to a warning for the first offence; a fine of R1 000.00 for the second offence and any subsequent offence shall be referred to the Board, in addition to any fines imposed by the Local Authority.

7.3 The parking or storing of caravans, boats, trailers or suchlike on properties shall be in such a manner so as not to be directly visible to the public or neighbours.

7.4 The driver of any vehicle entering Bridge City shall:

7.4.2 not drive in such a manner so as to constitute a danger or a nuisance to any other person or property within Bridge City;

7.4.3 not sound hooters/horns unnecessarily.

## 8. **REFUSE REMOVAL**

8.1 The collection and removal of domestic and garden refuse is under the control of the Local Authority and is carried out at times and frequencies, and in a manner, determined by it.

8.2 All domestic refuse shall be put in the plastic bags supplied by the Local Authority and kept in a bin, purchased by the Member, in a suitable place within his property and screened from the public and neighbours view. On prescribed days and times, the bags must be placed by the Member/occupant/ resident on the sidewalk outside the property ready for collection. Bags may not be placed on the sidewalk on any other day. (Garden refuse may be put out with domestic refuse, or on another day as prescribed by the Local Authority, but in specially marked bags in accordance with the Local Authority's requirements)

8.3 Burning of garden (or other) refuse is not permitted in Bridge City.

8.4 No animal carcass may be buried in Bridge City.

8.5 Removal of refuse of such size or nature that it cannot be removed by the normal service, shall be the responsibility of the Member at his cost.

## 9. **FIREWORKS**

9.1 The lighting or letting off of fireworks within Bridge City is prohibited.

## 10. **NUISANCE**

10.1 No Member shall act in any manner which may be reasonably construed as detrimental to, or interfering with, the use and enjoyment by other Members or any other occupier of property and the general public of their properties or of the general amenities of Bridge City. This includes the playing of loud music or other musical instruments, the holding of large gatherings of whatever type which entail excessive noise and/or overflow of parking of vehicles onto areas not designated for parking.

10.2 The use of loud instruments, bells, loudspeakers or similar instruments for any reason, including calling to prayer, is prohibited within Bridge City.

## 11. **THE RIGHT TO KEEP AND THE CONTROL OF PETS**

11.1 Local Authority by-laws relating to pets must be complied with (i.e. licensing/numbers/rabies inoculations etc.);

11.2 No more than ONE dog and no more than ONE cat are permitted per household.

11.3 All cats and dogs must either be spayed or neutered. A veterinary certificate of compliance must be produced when requested by the Association.

11.4 Caged birds will be allowed subject to not more than two birds per cage and a maximum of two portable cages. Aviaries are not permitted.

11.5 Pigeons, poultry, peacock, wild animals, livestock, snakes, reptiles and the like are not allowed within Bridge City.

- 11.6 Each dog or cat must at all times wear a collar with a nametag indicating the owner's name and telephone number.
- 11.7 Dogs must be kept in an adequately contained area in a humane condition within the Member's property and when outside the Member's property, must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose in Bridge City . Stray pets without a name tag will be handed over to the SPCA or Municipal Pound and any costs incurred will be for the Member's account.
- 11.8 If any dog is found unattended out of its owner's property, a fine of R500.00 for the first offence and R1000.00 for the second offence will be levied against the Member. All subsequent offences will be referred to the Board which may instruct the owner to remove the pet from Bridge City and prohibit that owner from owning a pet.
- 11.9 The owner of a pet must immediately remove any fouling by pets on any common property or property of another Member within Bridge City belonging to the Association or other Members. (For this purpose Members are advised to carry a scooper or plastic bags whenever walking their pets outside of their own property).
- 11.10 Pets are not allowed to be a nuisance or cause a disturbance or annoyance to others through barking, growling, fighting, howling, meowing, squawking, etc. and no pet may be left or kept in an inhumane condition.
- 11.11 The Association may instruct the owner of any pet which proves itself to be a nuisance, danger or vicious towards people or other animals to remove the pet from Bridge City.
- 11.12 Any animal, reptile or bird found in Bridge City in contravention of these Rules must be removed forthwith on notice from the Association.

## 12 **SECURITY**

- 12.1 All security procedures in force from time to time shall be strictly adhered to at all times by all persons within Bridge City. To this end, Members are required to familiarise themselves with and abide by these Rules.
- 12.2 The Association's appointed security personnel are employed to ensure as far as possible the safety of Members, their families and visitors to Bridge City from criminal activity on Association property. Individual businesses are responsible for the safety of their clients within their own business premises.
- 12.3 The Association's appointed security personnel also have a duty to be aware of and report any breaches of these Rules to the Manager.
- 12.4 The abuse of any member of the Association Security department during the course of them carrying out their duties will not be tolerated, and will be seen as an offence in terms of these Rules.
- 12.5 Security is a shared responsibility and Members should be aware that they are responsible for the actions, behaviour and compliance of their families, tenants, invitees and visitors within Bridge City.
- 12.6 Suspicious or unlawful occurrences within Bridge City should be reported to Association Security in addition to the SAPS.



12.7 If wishing to employ their own security within their properties, Members are encouraged to use the Association's contracted Security company at the Member's cost, to encourage seamless security and cost savings.

13. **GENERAL**

13.1 No person shall attempt to sell any goods to other persons in Bridge City, by way of door to door selling, setting up of a store, spaza shop, hawkers stall or sales table, nor may any person make any attempt to set up a business as a vendor on Association Property within Bridge City for any purpose whatsoever without the prior written consent of the Association and the necessary valid licenses prescribed by law. Such authorised persons must abide by any Rules of the Association, from time to time, and will be restricted to the site approved by the license and the Association. In this regard, any approved informal activity/market must be strictly in terms of any Rules imposed by the Association, from time to time, and specifically only on the approved days, times and sites as approved by the Association.

13.2 No animal, bird or reptile may be slaughtered within Bridge City and no meat, skin, fish or carcass may be hung up to dry or cure within Bridge City .

14. **SIGNAGE – (TO BE READ IN CONJUNCTION WITH THE DEVELOPMENT MANUAL)**

14.1 **Introduction**

14.1.1 Members shall ensure that all signage within Bridge City complies with the Bridge City Development Manual as defined in the Articles of Association.

14.2 **Prohibited Signage**

14.2.1 No free standing signage, other than directional and precinct related signage which is approved of in writing by the DRP and the Local Authority (if required) and is in accordance with the Development Manual, shall be permitted within Bridge City. Any Member, causing such signage to be erected on his property in any position adjoining or visible from any public area or area vesting in the Association, shall be guilty of contravening this Rule and shall be liable to the penalties described in Clause 14.8.

14.2.2 Without derogating from the generality of this clause 14, the mobile trailer advertising is specifically prohibited within Bridge City.

14.2.3 The following signage is similarly prohibited, but may be erected within the building in a designated showroom or retail area:

- Teardrop freestanding banners.
- Free standing temporary signboards.
- Banners
- Rotating (Whirligig) signs
- Sandwich boards
- Bunting
- Sails
- Posters
- Balloons, blimps or other inflatable devices

14.2.4 The Manager may, on application, grant prior written permission for specified departures from this Rule for a period not to exceed three (3) months from the date of commencement of trading (whether a member or its tenant) within Bridge City .

### 14.3 **Flags**

14.3.1 No flags, other than the National flag which must be in a good condition and on a proper flag pole, may be displayed in Bridge City without the Association's consent. In the event of such consent being granted, the flags shall at all times be maintained in compliance with the conditions of approval and in a condition that in the opinion of the Manager is acceptable. In this regard it is specifically noted that the following are unacceptable:

Dirty or stained flags  
Worn or faded flags  
Frayed hems  
Damaged eyelets  
Jointed or frayed ropes  
Corroded flagpoles  
Bent or damaged poles

14.3.2 The Manager may give notice to any Member to remedy any contravention in respect of maintenance of flags and flagpoles in terms of this clause. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 14.8.

### 14.4 **Estate Agent / Broker Boards**

14.4.1 Boards erected by Estate Agents or Property Brokers on properties or buildings for sale shall comply with the following requirements:

14.4.1.1 Boards require the prior written consent of the Local Authority and Member, a copy of which shall be forwarded to the Manager before signs are erected.

14.4.1.2 Not more than a total of two (2) agent's or broker's boards are permitted on any one site.

14.4.1.3 Maximum size shall be 2 000mm x 1 000 mm.

14.4.1.4 The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times.

14.4.1.5 Boards shall be removed within three (3) months of erection unless permission is granted by the Manager for an extension of the period.

14.4.1.6 The Manager may give notice to any Member to remedy any contravention in respect of Estate Agent / Broker boards. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties described in Clause 14.8.

14.4.2 Each Member shall ensure that any Agent or Broker who puts up an Estate Agent or Brokers board on that Member's property has agreed to these conditions in writing.

### 14.5 **Signage on sites under development**

14.5.1 On any site under development, not more than one contractor's board, one professional board (i.e. a board listing the professional and project team employed on the works) and one development board shall be permitted. These shall comply with the following requirements:

- 14.5.1.1 Position, size and detail of the boards require the prior written consent of the Manager.
- 14.5.1.2 Maximum size shall be 3 000mm x 2 000mm
- 14.5.1.3 The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times
- 14.5.1.4 Boards shall be removed within two (2) weeks of first occupation of the building.
- 14.5.1.5 The Manager may give notice to any Member to remedy any contravention in respect of Developer/Professional/Contractor boards. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties described in Clause 14.8.

14.5.2 The sample layout of the developer's sign board is attached hereto marked Annexure "A".

#### 14.6 **Security Company Signage**

- 14.6.1 Signage erected identifying any security company providing a security / response service to any Member's property shall comply with the following:
  - 14.6.1.1 Position and detail of the boards require the prior written consent of the Manager and of the Local Authority, if applicable
  - 14.6.1.2 Not more than two (2) security boards shall be permitted per business/tenant on any site.
  - 14.6.1.3 Maximum size shall be 450mm x 450 mm.
  - 14.6.1.4 The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times
  - 14.6.1.5 The Manager may give notice to any Member to remedy any contravention in respect of Security Company Signage. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties described in Clause 14.8.

#### 14.7 **Directional/Information Signage**

- 14.7.1 Any miscellaneous directional/information signage erected on any property in Bridge City in any position adjoining or visible from any public area or area vesting in the Association shall comply with the following requirements:
  - 14.7.1.1 Position and detail of the signage require the prior written consent of the Manager and of the Local Authority, if applicable.
  - 14.7.1.2 The signage shall be maintained parallel and plumb and in a clean, undamaged condition at all times
  - 14.7.1.3 The Manager may give notice to any Member to remedy any contravention in respect of Directional/Information signage. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 14.8.

#### 14.8 **Penalties**

Save as provided for elsewhere:-

- 14.8.1 Any Member committing a breach of any signage Rule contained in this Clause (14) shall be instructed, in writing, to remedy such breach forthwith. Failure to comply with such

written instructions within a period of three (3) days shall constitute a breach of this Rule and render the Member liable to a fine of R500-00 (Five hundred Rand) for each 7-day period or part thereof that he continues to be in breach of the Rule. Should a Member remain in breach for a period of more than three (3) weeks from the date of initial notification, the penalty shall increase to an amount of R500- 00 (Five hundred Rand) per day.

14.8.2 Fines shall be calculated monthly and issued as part of the levy invoice. Amounts outstanding in respect of fines imposed on any Member shall be treated in the same manner as outstanding amounts in respect of levies.

14.8.3 Any infringement of this Clause (14) occurring within a period of two (2) months of a prior notice in respect of the same infringement shall be considered a continuation of the prior infringement, and penalties applied accordingly.

14.8.4 In addition to the imposition of a fine, the Association shall have the right to remove any sign erected in contravention of these Rules and to recover the cost of such removal from the Member concerned. The right to impose these penalties is without prejudice to the Association's rights in terms of the law, the Contract of Sale or the Articles.

## 15 **USE OF SIDEWALKS**

### 15.1 **Use of Sidewalk in the Absence of a Use Agreement**

Any Member using any part of the sidewalk outside his property boundary in the absence of a formal Use Agreement with the Association shall be instructed to cease such activity forthwith. Failure to comply with such instruction shall constitute a breach, which shall be rectified by the Member within a period of three (3) days, failing which the Member shall be liable to a fine of R500-00 (Five Hundred Rand) per day that he continues to be in breach of the rule. The right to impose the fine is without prejudice to the Association's rights in terms of the law, the Contract of Sale or the Articles. Should the Member disregard the instruction for a period longer than Two (2) weeks, the Manager may impose a fine as provided for in clause 18.

### 15.2 **Use of Sidewalk in contravention of a Use Agreement**

If in the opinion of the Manager, any usage of any sidewalk is in contravention of the terms and conditions of a Sidewalk Use Agreement entered into between the Member and the Association, the Manager shall instruct the Member to modify such usage to comply with the relevant use agreement. Notwithstanding any other rights that the Association may have in terms of the Use Agreement, failure to comply with such instruction within a period of three (3) days shall constitute a breach of the Agreement and render the Member liable to a fine of R500-00 (Five hundred Rand) per day that he continues to be in breach. Should the Member disregard the instruction for a period longer than Two (2) weeks, the Manager may impose a fine as provided for in clause 18.

## 16 **CONSTRUCTION**

### 16.1 **General construction provisions - to be read in conjunction with the CEMP**

16.1.1 Before any builder moves on site to commence construction, they shall give their name and contact details to the Association and must confirm in writing that they shall abide by these Rules and CEMP.

16.1.2 All construction work shall be subject to the CEMP, as attached to the Contract of Sale, which has been approved by the Department of Agriculture, Environmental Affairs and

Rural Development (DAEA & RD) or its successors in title. The Member shall be liable for ensuring strict compliance with such CEMP.

16.1.3 In all instances a Retention, in the form of a Cash deposit or bank guarantee, in an amount to be determined by the Board (currently set at R200 000.00 for all sites without any interest accruing) is to be lodged with the Association to cover fines imposed, damages to the public and semi-public domain, failure to comply with the Association's conditions of plan approval or to complete the contract satisfactorily. The Retention shall be lodged before the site is handed over to the Member for construction to commence and shall be retained for a minimum of three (3) months after the issuing of the completion certificate. The DRP may require that the Retention be provided before plan approvals are granted.

16.1.4 Where, in the sole opinion of the Manager, the risk of or actual damage to public infrastructure renders the standard deposit insufficient, the Manager may require an additional Retention to be lodged with the Association to the maximum of R1,000,000.00.

16.1.5 Save with the prior written approval of the Association, all construction work shall be restricted to the following working hours:

Mondays to Fridays – 07:00 to 18:00

Saturdays – 08:00 to 13:00

Sundays and public holidays – no work will be permitted.

Failure to comply with the construction hours will result in a fine of R5 000.00 per transgression, payable within Seven (7) days of the issue of the fine. Should any fine remain unpaid at the end of the construction contract, the Association may deduct the fine amount from the Retention paid in terms of clause 16.1.3.

16.1.8 A Clerk of Works, at the discretion of the Association, may be appointed to ensure due performance of contractors in respect of the interests of the Association. The Clerk of Works or, in the absence of such appointment, the Manager, shall report to the DRP in this regard.

## 17 **COMMUNITY LIAISON**

Should the Local Authority require that a Member, or its contractors or appointees, appoint a Community Liaison Officer (CLO), then the Member shall be obliged to ensure such a CLO is appointed at the Member's or Member's contractor's cost.

## 18 **DESIGN REVIEW SUBMISSION FEES**

### 18.1 **Scrutiny fees**

18.1.1 Plan scrutiny fees are charged by the Association to cover the cost of professional services rendered to the Association/DRP. As provided for in the Development Manual, scrutiny fees shall be payable by any applicant seeking review of plans by the DRP. The fees shall become due and payable before consideration of the plans, as follows (Fees quoted exclusive of VAT):

18.1.1.1 On commencement of DRP process :

18.1.1.1.1 Development size 0 to 10 000 m<sup>2</sup> bulk – R10 000,00

18.1.1.1.2 Development size over 10 000 m<sup>2</sup> bulk – R15 000,00

- 18.1.1.2 On submission of SDP plans (includes Building Plan submissions) to the DRP - R4 000.00.
- 18.1.2 The scrutiny fees described in 18.1.1.1 above shall entitle the applicant to five separate design review meetings / on-site inspections, and the fee described in 18.1.1.2 above, to one SDP review and one Building Plan review. Any additional review required shall attract an additional charge of R1 500 per review session.
- 18.1.3 In the event of failure of any applicant to pay the fees before commencement of a submission, the Association may refuse to consider the application or if the applicant is about to or has taken transfer of the site, the Association may elect to add the submission fee to the applicant's levy obligations.
- 18.1.4 A scrutiny fee of R1 000.00 (excluding VAT) shall be payable by any applicant seeking review and approval of signage by the DRP, outside of the DRP process described above.

## 19 FAILURE TO COMPLY WITH THE RULES

- 19.1 Failure by a Member to comply with any provisions of any Rules may result in:
- 19.1.1 a call for an explanation and/or an apology
- 19.1.2 and/or a reprimand and a request to comply
- 19.1.3 and/or the issue of a verbal or written warning
- 19.1.4 and/or the imposition of a fine (which shall be paid on invoice, failing which shall be deemed to be a part of the Levy due by the Member)
- 19.1.5 and/or the withdrawal of any previously given consent applicable to the particular matter
- 19.1.6 and/or an order to pay for damages resulting from non-compliance with any Rule and/or application to the Courts for the enforcement of the Rule(s).
- 19.2 The actions to be taken and the penalties to be imposed for breaches or contraventions of the Rules shall be entirely at the discretion of the Association, in consultation with the Rules Committee, (appointed by the Board) who shall take due regard of the nature, circumstances, frequency and severity of each misdemeanour, breach or non-compliance.
- 19.3 Should any Member be aggrieved by any decision made by the Association Management or Rules Committee they may, within 7 days of the finding, lodge an appeal in writing to the Board via the Manager, giving their reasons for such an appeal. The Board shall respond within thirty (30) days of the request, failing which any penalty imposed will fall away.
- 19.4 As a guide only, the amount of the fines which might be imposed will, at the Board's discretion, vary broadly between the general scales listed below:

<b>Offence</b>	<b>First Offence</b>	<b>Second or subsequent Offence or Disregard of Imposition.</b>
Technical breach of conduct Rule without malice of forethought or premeditated intent or due consideration	<b>Minimum: R50 plus VAT</b>	<b>Up to: R2 000 plus VAT</b>
Non-compliance	<b>R250 plus VAT</b>	<b>R5 000 plus VAT</b>
Blatant disregard of Rules or of legitimate instructions.	<b>R500 plus VAT</b>	<b>R10 000 plus VAT</b>

(The amount of fines is subject to amendment or review by the Board at its discretion).

- 19.5 Fines imposed for the breach of or non-compliance with the Rules shall be deemed to be part of the levy due by the Member. (See clause 14.8 of the Articles of Association)
- 19.6 In respect of breaches of clauses within these Rules where specific sanctions or fines have been incorporated, those sanctions will apply.
- 19.7 Where in these Rules a specific sanction or fine has not been incorporated, the provisions of this clause 18 will apply.
- 19.8 The Board has the right to amend the penalties and the amount of fines which may be imposed at any time.
- 19.9 All fines stipulated in these Rules are quoted exclusive of VAT

20. **GENERAL**

- 20.1 In addition to these Rules all Members shall be required to comply with the Development Manual, Articles of Association, Sectional Titles Act 95 of 1986, Construction Environmental Management Plan, Durban Town Planning Scheme, and any other legislation and regulations applicable to Bridge City.
- 20.2 Any reference to any statute, legislation or regulations shall be deemed to include any lawful amendments thereto or re-enactment thereof.
- 20.3 In interpreting this document, no provision shall be construed in a limiting fashion or in accordance with the Eiusdem Generis Rule.

**DEVELOPER'S SIGN BOARD LAYOUT**

2 000MM WIDE X 3 000MM HIGH

**PROPOSED NEW DEVELOPMENT FOR ABC (Pty) Ltd  
ON LOT 30 BRIDGE CITY**

<b>PROJECT MANAGER</b> <b>ABC PROJECTS</b>	031-5555555
<u>ARCHITECT</u> <b>ABC ARCHITECTS</b>	031 - 5555555
<u>QUANTITY SURVEYOR</u> <b>ABC SURVEY PROJECTS</b>	031 - 5555555
<u>CONSULTING ENGINEER</u> <b>ABC &amp; ASSOCIATES</b>	031 - 5555555
<u>ELECTRICAL ENGINEER</u> <b>ABC DESIGN ASSOCIATES</b>	031 - 5555555
<u>CONTRACTOR</u> <b>ABC &amp; SON BUILDING (PTY) LTD</b>	031 – 5555555
<u>LANDSCAPER</u> <b>ABC LANDSCAPES</b>	031 – 5555555
<u>ENVIRONMENTAL CONSULTANT</u> <b>ABC ENVIRONMENTAL</b>	031-5555555
<u>COMMUNITY LIAISON OFFICER</u> <b>ABC SERVICES</b>	031-5555555
<u>CONTRACTOR/SITE AGENT</u> <b>JOHN TREE</b>	: 031-555555 / 088-5555555
<b>EMERGENCY 24 HOUR CONTACT</b>	: <b>JOHN TREE 088-5555555</b>

