

THE BRICKWORKS

Out of the Ordinary[®]



The Brickworks Precinct
Property Owners Association (RF)
NPC, KwaZulu-Natal

RULES OF ASSOCIATION

Adopted May 2025

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1. DEFINITIONS AND INTERPRETATION

Unless otherwise specifically stated, all words and expressions in this document shall have the meaning assigned to them in the Memorandum of Incorporation of the Brickworks Precinct Property Owners Association (RF) NPC.

- 1.1. **“Architectural and Development Design Guidelines”** or **“ADDG”** – means the Brickworks Architectural and Development Design Guidelines as defined in Article 8 of the MOI which sets out the standards, conditions and specifications imposed by the Developer and the Association for building or improvements within the Precinct.
- 1.1. **“Association”** – means The Brickworks Precinct Property Owners Association (RF) Non-Profit Company.
- 1.2. **“Deposit”** - means a cash deposit determined by the Association to be paid by the contractor to the Association before site hand over is granted for purposes of covering fines, damages to the public and semi-public domain.
- 1.3. **“Developer”**– means Investec Property (Pty) Ltd, registration number 1947/025753/07, including its successors and assigns.
- 1.4. **“Development”** means the contemplated development of the Property by the Developer in accordance with the plans approved by the DRP which will be in line with the Architectural and Development Design guidelines.
- 1.5. **“Development Approval”** – means the final written approval by the DRP of the completed development of the Property. It is recorded that such approval will only be given once, inter alia, in the opinion of the DRP:
 - 1.5.1. All buildings and other structures on the Property have been constructed and completed in accordance with plans approved of by the DRP; and
 - 1.5.2. All exterior aesthetics, including but not limited to all exterior signage, lighting and landscaping on the Property have been completed in accordance with the DRP requirements.
- 1.6. **“Development’s Website”** means the website set up by the Developer for the Development, namely www.thebrickworksma.co.za;
- 1.7. **“Directors”** – means the directors of the Association for the time being and **“Board”** means the board of Directors.
- 1.8. **“DRP”** – means The Brickworks Precinct Design Review Panel as defined in Article 20 of the MOI.
- 1.9. **“EMP”** – means the Environmental Management Plan.
- 1.10. **“Land”** - means any freehold or leasehold Property in the Precinct, capable of individual ownership, whether such land is improved or not, but shall exclude a sectional title unit under the provisions of the Sectional Title Act, where a sectional title scheme has been established on any such land.
- 1.11. **“Levy”** as prescribed in Article 14 of the MOI.
- 1.12. **“Member”** - means a member of the Association who shall comprise of Owners (whose membership of the Association shall be obligatory) and the Developer during the Development Period. Members shall be required to comply with the Rules, MOI, ADDG, EMP and the payment of monthly levies.

- 1.13. **“MOI”** - means the duly registered Memorandum of Incorporation of the Association.
- 1.14. **“Municipality”** - means eThekweni Municipality (eTM), its successors in title or assigns.
- 1.15. **“Open Spaces”** means the common areas within the Precinct, which areas shall include, inter alia open spaces, sidewalks, parks, certain areas of indigenous bush, certain traffic islands, private roads, public thoroughfares and certain road verges.
- 1.16. **“Owner”** – means any person who is the registered owner of Land or an undivided share in Land, or a lessee in terms of a 99-year lease over Land in the Brickworks Precinct, provided that, for the purposes of these Rules, the Body Corporate of any sectional title scheme on Land shall be deemed to be the owner of such Land.
- 1.17. **“Platform Area”** – means that portion of the Property identified as such on the site plan.
- 1.18. **“Precinct”** - means the Brickworks Precinct, the area which is outlined in the plan as appended to the MOI and which incorporates Erf 411 Glen Anil and all subdivisions thereof and any Land which may be added or excluded to the Precinct by the Developer in terms of the MOI.
- 1.19. **“Precinct Manager”** – means a person or entity contracted by the Association to manage the day to day running of the Precinct.
- 1.20. **“Property”** – means any immovable property in the Precinct including Land, sectional title units, and rights therein.
- 1.21. **“Road”** - means all roads within the Precinct which are designated municipal roads.
- 1.22. **“Rules”** - means the rules of the Precinct as recorded in this document and as envisaged in terms of Article 8.5 of the MOI.
- 1.23. **“Scheme”** – means the North Scheme of the eThekweni Municipality in the course of preparation and any successor thereto.
- 1.24. **“99-year Lease”** – means a 99-year lease registered over Land in the Brickworks Precinct in terms of which the Developer is the landlord.

2. INTRODUCTION

- 2.1. In terms of Article 8.5 of the MOI, the Board has the power to make rules from time to time, as well as the power to substitute, add to, amend or repeal same, for the management, control, administration, use and enjoyment of the Precinct. Such rules are for the purposes of giving proper effect to the provisions of the MOI and for any other purpose which power shall include the right to impose reasonable financial penalties to be paid by those Members who fail to comply with the provisions of the MOI or the rules.
- 2.2. This document sets out the aforesaid rules made by the Association in terms of the MOI.
- 2.3. Should a Member or a tenant have any suggestions, complaints, requests, or problems that they experience in respect of the development, he/she must inform the Association thereof in writing.
- 2.4. These Rules shall be read together with the MOI. However, to the extent that there is a conflict between the provisions of these Rules and the MOI, the provisions of the MOI shall prevail.

3. APPLICATION OF THESE RULES

These Rules shall apply to all Members and their tenants, employees and invitees and/or agents.

4. SECTIONAL TITLE SCHEME

The body corporate of any sectional title scheme laid out on any Property, shall be obliged to provide the Association with the names, addresses and contact details (and such other details as the Association may require) of the owners and occupiers of the units in the sectional title scheme, when requested to do so by the Association and to advise the Association of any change in this regard.

5. TRANSFER OF OWNERSHIP OF PROPERTY

5.1. Owners shall not be entitled to enter into any agreement in respect of the disposal of any Property unless such agreement is subject to and conditional upon the Association giving its written consent to such disposal and subsequent transfer.

5.2. The Association shall not give its aforesaid consent unless:

5.2.1. the relevant payment of the Levy Stabilisation Fund (LSF) contributions to the Association, have been paid or secured to the satisfaction of the Association. Each Member is required to transfer the applicable funds to the Association within 5 working days upon registration of transfer, which contribution will be communicated by the Association to the Members.

5.2.2. all amounts due to the Association by the relevant Member in question have been paid or secured to the satisfaction of the Association.

5.2.3. all amounts due to the Association in respect of the Property have been paid or secured to the satisfaction of the Association (including, but in no way limited to, monthly levies for a period of 3 (three) months from the issuing of such aforesaid consent).

5.2.4. the relevant documentation (including the membership application form by the transferee i.e. the party to whom the Member is transferring the Property), of the Association have been completed to the Association's reasonable satisfaction.

5.2.5. the transferee, agrees in writing to become a Member upon such Property being registered into the transferee's name and to remain a Member whilst the transferee is an Owner of such Property.

5.2.6. the Owner (transferor) is not in any way in contravention of the MOI or these Rules (and in particular, in no way detracting from the generality of the aforesaid, any building or other structure on the Property in question has been completed) and

5.2.7. the administration fee payable to the Association in respect of the issuing of the consent in this regard (which fee is currently (R7 500.00 plus Value Added Tax) has been paid to the Association or secured to its reasonable satisfaction.

5.2.8. the aforesaid fee of R 7 500.00 (plus Value Added Tax) (referred to in 5.2.7 above), shall include an inspection of the Property by the Association to confirm compliance with the Association's requirements. Should the aforesaid inspection reveal non-compliance with such requirements, a list of outstanding matters shall be forwarded to the Owner in question by the Association for rectification before the Association shall issue the aforesaid consent. The follow up inspection (and any further subsequent inspections required to confirm compliance with Association's requirements), shall attract a further fee (currently R 3 750.00 plus Value Added Tax thereon), for each subsequent inspection required.

6. INFRASTRUCTURE AND SERVITUDES

6.1. The road infrastructure in the Precinct has been transferred to the Association and constitutes a public roadway and the legislated rules of the road apply. Should any offence

be committed, in terms of illegal parking or irresponsible behaviour on the common property, the applicable action will be taken by the Association or its delegated executive.

- 6.2. All pavements directly adjacent to the roadway are the property of the Association and fall under park management as part of the common property. All pavements that are part of the common property are to remain clear and no storage of materials, other items, parking or driving upon or any encroachment thereon is permitted.
- 6.3. All walkways forming part of the common property of the Association are managed and maintained accordingly by the Association.
- 6.4. All water and sewerage infrastructure between the outer boundaries of the Precinct and leading up to and no further than the boundaries of individual stands, inclusive of water meters servicing each individual stand, be they located on the stand or on the common property, is the property of the Municipality. Maintenance of all such infrastructure is the responsibility of the local authority, while all such infrastructure within the boundaries of stands, exclusive of water meters, is the responsibility of the Owner of that Property.
- 6.5. All designs should take cognisance of the available sewer capacity and should comply with local authority guidelines.
- 6.6. Any intentional or negligent damage to roadways, pavements, walkways, or other infrastructure of the common property will constitute an offence and action shall be taken against or cost of repairs recuperated from the responsible party under in line with the respective breach conditions.
- 6.7. Pedestrians will frequently cross roads in the Precinct and have the right of way. Motorists are reminded always to approach crossings with caution.

7. LEVIES

- 7.1. In terms of Article 14.1 of the MOI, the Board is required to establish and maintain a levy fund for the repair, upkeep, control, management and administration of the Association and the Precinct. The LSF referred to in 5.2.1 above is an additional levy payable, on registration of transfer, to the Association for extraordinary expenditure and expenditure of a capital nature in the carrying out by the Association its main objects under the MOI.
- 7.2. Article 14.2 of the MOI, accordingly provides that levies are payable by all Members upon transfer or occupation of the Property, whichever occurs first and thereafter on or before the 1st of each month and may not be withheld or reduced or off-set against any real or perceived non-provision of services, or for any other reason whatsoever ("Levy or Levies").
- 7.3. In terms of Article 14.8. of the MOI, Levies not paid on the 1st day of due date shall bear interest at 3% (three percent) above the prime overdraft rate charged by the Standard Bank of South Africa Limited from time to time, calculated and compounded monthly. Such interest shall be applied to the full amount overdue from the due date to the date of payment, both dates inclusive, on demand by the Association.
- 7.4. Any Levies not paid within 30 (THIRTY) days of due date shall be handed over for collection and all legal fees, on an attorney and own client scale, will be added to the full amount overdue from the due date to the date of payment, both dates inclusive.
- 7.5. Once legal action has been implemented all Levies due to the end of that financial year will become due and payable in advance.
- 7.6. Any dispute as to the amount payable in respect of any Levy due shall be referred to the Association's Auditors for determination whose determination shall be final and binding.
- 7.7. Members shall be obliged to commence construction of a building on its Property within 18 (eighteen) months of having taken transfer thereof.

- 7.8. Should a Member fail to commence construction of a building on its Property within the aforesaid 18 (eighteen) month period then in that event, the Member shall be obliged to pay, in addition to the Levy, a penalty levy to the Association equal to double the Levy. Such penalty levy will apply from the last day of the aforesaid 18 (eighteen) month period until such time as the Member has commenced construction of a building on the Property.
- 7.9. Where a Member has commenced construction of a building on its Property and has failed to complete the construction within a period of 12 months from commencement of the construction, then in that event the Member shall in addition to the payment of the Levy, be required to pay a penalty levy to the Association equal to triple the Levy. This penalty levy shall be payable from the last day of the aforesaid 12 (Twelve) month period from the date of commencement of construction of a building on the Property until such time as the Member has completed construction of a building on the Property and obtained Development Approval in respect of same.
- 7.10. Until such time as the Member has completed building on its Property and has obtained Development Approval the Member is not entitled to alienate or transfer the Property or any portion thereof, without the written consent of the Developer first being obtained.
- 7.11. Clauses 7.8 and 7.9 are inserted for the benefit of the Developer, and the Developer shall be entitled to waive compliance therewith should it, in its sole and absolute discretion deem appropriate on written notice to the Association and the Member.

8. OCCUPATION AND USE OF PROPERTIES

- 8.1. Occupation and use of Property shall, at all times, be in compliance with the town planning scheme and the local authority's other requirements, the MOI, the Architectural and Development Design Guidelines and these Rules.
- 8.2. Nothing may be placed on or near or be attached to a building or any other structure without the prior written approval of the Association. The request for such approval may require the submission of a drawing, or plan to support the written application and which may be necessary to fully define the application. This will include, but is in no way limited to, air conditioning units, external extraction units, plant equipment, awnings, refuse bins or bin storage areas, signs, aerials, satellite dishes, light poles, solar panels etc, even when not directly attached to the building.
- 8.3. Fencing style, type and position must be strictly in accordance with the ADDG: Clause 6.8 Security and Fencing, and no fencing may be installed until written approval of the Association and the DRP has been obtained.
- 8.4. The Association controls the style and colour of external awnings and authorization for their erection must be obtained prior to installation. The maintenance of these in good order will be strictly enforced by the Association.
- 8.5. No reflective film of any type or colour is to be used as a sun-screening device on any window or door.
- 8.6. External lighting is to be white with no moving or flashing elements all to comply with the approved building plans. The source of the light must not be seen, i.e., no direct light source through a clear/opaque covering must be visible.
- 8.7. No freestanding sheds are permitted save for building purposes when a building on a Property is under construction.
- 8.8. The use of any kind of shade cloth after the building is completed is prohibited.

- 8.9. Any harmful or flammable substances kept on the Property must be kept in accordance with the local regulatory authority or other responsible authority and in compliance with all health and safety and environmental requirements.
- 8.10. No person shall use any area within the Precinct in a manner that may unreasonably interfere with the effective management of Precinct or negatively impact on Members.
- 8.11. The Members shall not be permitted, nor shall they discharge, noxious effluent into the Local Authority sewerage system or any other drainage system. In conducting its operations on the Property, the disposal of any industrial or other effluent from the Property must be in accordance with all requirements of the local or other responsible authority.

9. FIBRE CONNECTION

- 9.1. The Association has provided for at least two leading service providers to reticulate the Precinct with the fibre back-bone. Members must ensure that companies offering data/voice services have the necessary authority/approval to offer such services from the existing fibre reticulation. Service providers are not permitted to work on existing infrastructure without the consent of the Association.
- 9.2. Members are strongly advised to select a fibre to home/office service provider who has existing fibre infrastructure within the Precinct. Members must approach the Association for additional information related to existing providers.
- 9.3. Should a Member (or other occupier of a Property), wish to make use of a service provider who does not own an existing fibre backbone in the Precinct and require the installation of fibre reticulation to a Property ('the works'), such Member shall be required to make an application to the Association for consideration that is suitably motivated. The Association may approve or reject the application as it deems fit, in its sole and absolute discretion.
- 9.4. In respect of successful applications. The applicant will be required to lodge a damages deposit of R 500 000.00 (five hundred thousand Rand) in cash with the Association. This to cover any/all Infrastructure damage that may be incurred by the Association.
- 9.5. On completion of the works, any and all damages not rectified may be attended to by the Association and its appointed service providers by means of the deposit referred to in 9.4 with the total sum actually utilized being deducted from the damage deposit and the balance refunded to the Member upon receipt of written completion certificate from both the service provider and the Association's duly appointed representative. In the event the cost incurred exceeds the deposit amount, the outstanding balance will be charged against the Member's levy account.
- 9.6. Any Member who is successful in their application for additional service provision/reticulation, notwithstanding the development deposit noted above, will along with their appointed agent and contractors, be required to sign and agree to the terms and conditions set out in precinct contractors' protocols and relevant precinct fibre usage agreement documentation, which the Member must obtain from the Association, for the duration of approved work, to the satisfaction of the Association, prior to commencement of the work.

10. FIRE MANAGEMENT

- 10.1. Save for braai's permitted in designated areas by the Association, no open fires shall be permitted on the Land or the common property. Any open fires shall be immediately reported to security at the control room.
- 10.2. All Members/tenants shall supply and service their own fire extinguishers, hoses and equipment, which shall be served from a metered supply on their individual Property.
- 10.3. All Members/tenants are obliged to provide uninterrupted access to firefighting equipment at all times within their Property.

10.4. The Developer will procure the construction of pumps and tanks for purposes of fire protection as required (“the Pumps and Tanks”). The following in respect of the Pumps and Tanks shall apply –

10.4.1. The cost of the construction of the Pumps and Tanks shall be met by the Members, who are users of same on an equal basis (unless otherwise specified by the Developer in writing). Each Member shall pay the Developer the aforesaid contribution within 7 (seven) days of receipt of a valid tax invoice from the Developer (unless otherwise specified by the Developer in writing).

10.4.2. A servitude shall be registered over each Member’s property in respect of the Pumps and Tanks, in favour of the Association.

10.4.3. The Association shall procure the maintenance, operation, repairs, and replacement of the Pumps and Tanks and recover the cost of same from the Members serviced by such Pumps and Tanks. The aforesaid cost shall be shared equally by all Members using the Pumps and Tanks, and which amount shall be included as part of the monthly levy payable by the Member to the Association.

11. WATER MANAGEMENT

11.1. Storm Water: each Property is to have as part of its approved design, a stormwater management system and all stormwater discharge must be in accordance with the approved system. Only rainwater and run off from public roadways shall enter the common drainage system directly.

11.2. Wash Water and Irrigation Water and all other runoff water shall be directed to drainage areas and drains within the various developments and no water, other than rainwater and run off from public roadways, shall enter the common drainage system.

12. UPKEEP AND MAINTENANCE OF PROPERTIES

12.1. All fences, driveways, structures, and the exteriors (including the cleaning and maintenance of roofs) of all buildings on Properties shall be maintained by the Owner in a clean and tidy condition, be fittingly repaired, painted and properly kept.

12.2. No alterations to the exterior colour of the building may be made without the prior approval of the DRP.

12.3. Where in the opinion of the Association the condition of a Property is not to the required standard of the Precinct as dictated by the Architectural and Development Design Guidelines, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.

12.4. In terms of Article 21.5 of the MOI, should the Member fail to carry out such work as requested, the Association shall be entitled to carry out the 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.

12.5. All public open spaces shall be maintained by the Association in good and proper order and condition and shall not be used in any manner or for any purpose which shall or is likely to impair the effective management, appearance, or amenity of the Precinct in general.

12.6. Each Member must ensure that its Property is kept in a neat and tidy condition at all times. In no way detracting from the generality of the aforesaid, the Member shall, while the Property is undeveloped, ensure that the Property is grassed and mowed.

12.7. **PEST CONTROL**

- 12.7.1. All Members and tenants shall keep their stands free of pests, including rats, mice, cockroaches, white ants, borer, and other wood destroying insects and to this end shall permit a member of the board, the managing agent, and their duly authorised agents or employees, to enter upon his/her Property from time to time for the purpose of inspecting the Property. Should such pests be found in a number that in the Association's sole discretion constitutes a nuisance, the Association shall notify the Member and request the removal of the pests by the Member within 30(thirty) days.
- 12.7.2. Should the Member fail to remove the pests within 30 (thirty) days of the notice, the Association may take such action as may be reasonably necessary to eradicate any such pests, at the cost of the Member provided that the Association, the managing agent, and their representatives act in a reasonable manner and have given reasonable notice to the Member or tenant of their intention to do so.

13. LANDSCAPING AND IRRIGATION

- 13.1. Landscaping and the associated irrigation is to be undertaken in accordance with a landscape plan approved by the DRP. No Member shall commence landscaping of any Land until such time as such landscape plan has been approved in writing by the DRP. Any alterations to the landscaping after the approval date and or installation, must be authorised by the DRP. For clarity, the erection of a wall or fence or any other structure or removal thereof shall require the prior written consent of the DRP.
- 13.2. Landscaping and the associated irrigation must be maintained to a standard acceptable to the Association.
- 13.3. All undeveloped Land shall be grassed to retain dust and cut at least every three months or as requested by the Association.
- 13.4. Where in the opinion of the Association the condition of a Property is not to the required standard of the Precinct as dictated by the Architectural and Development Design Guidelines, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 13.5. In terms of Article 21.2 of the MOI, should the Member fail to carry out such work as requested, the Association shall be entitled to carry out the 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.

14. ENVIRONMENTAL

- 14.1. No trees or shrubs may be removed, disturbed, or pruned within the open spaces, or conservation areas if relevant. Any breach of this rule will attract a fine of between R10,000 to R100,000 per tree, shrub or per any other related offence may be imposed by the Association. The amount of the fine will depend on the severity of offence and will be at the sole, unvetted and reasonable discretion of the Association. In addition, the offender will be reported to the provincial and or national environmental authorities for prosecution. The offender will also be liable for the cost of any rehabilitation to the affected area.
- 14.2. No fauna may be disturbed, hunted, or poached. Any breach of this will attract a fine of R50 000,00 per related offence may be imposed by the Association in its sole discretion and will be reported to the provincial and or national environmental authorities for prosecution. The offender will also be liable for the cost of any rehabilitation to the affected area.
- 14.3. Members will be directly responsible for any offence committed by their visitors, tenants, employees, or contractors.
- 14.4. Each Member shall appoint an environmental control officer as required in terms of the Environmental Management Plan, to supervise building and construction activities on its Property.

- 14.5. The aforesaid environmental control officer shall be directly responsible for ensuring that the provisions of the EMP are adhered to and shall audit, by way of a written report, the construction and building activities on the Property monthly. Such reports shall be submitted to the Developer's environmental consultant regularly as required by such consultant. Such report shall also be forwarded to the Developer, the Association, the Environmental Management Department of the Development, Planning & Management Unit of the eThekweni Municipality and the Department of Agriculture, Environmental Affairs and Rural Development: Compliance Section for recording purposes. The Developer and the Association shall each have the right to appoint an independent consultant to audit and inspect any building construction activity occurring on the Property as and when it may be required. The appointment of the aforesaid independent consultant by the Association and/or the Developer, shall be at such party's cost, unless such independent consultant concludes that the construction and building activities on the Property are not in accordance with the Environmental Management Plan, in which event, the costs of the appointment of such consultant/s shall be for the account of the Member.

15. SECURITY

- 15.1. Each Member provides and is responsible for the security of their Property and should be aware that they are deemed to be responsible for the actions, behaviour and compliance with these Rules of their appointed security companies, members staff, tenants, suppliers and visitors within the Precinct.
- 15.2. The Association will retain a 24-hour security service provider for the Precinct general public areas and open spaces which is monitored by roaming vehicle and security personnel. A 24-hour emergency number will be established.
- 15.3. Suspicious or unlawful occurrences within the Precinct should be reported to the security appointed by the Association in addition to the SAPS on 10111 for the safety of all Members, tenants and visitors.
- 15.4. The dynamics of the security service provider appointed by the Association can change from time to time in response to safeguarding requirements within the Precinct.
- 15.5. The Association's appointed security personnel also have a duty to be aware of and report any breaches of these Rules to the Association.
- 15.6. The Association's Security Service Provider may be called upon to back up security provided on a Property at the entrance to the Property but may not enter the Property. This service is only offered on condition that the Precinct's response vehicle is free and available to do so and its attendance on the above does not prejudice its first and foremost duties and responsibilities to the Association. The Association shall accept no liability in this regard.

16. STAFF

- 16.1. Ablutions & Changing Facilities: Owners' staff, tenants, residents, contractors, and other persons must use designated ablution and changing facilities, as provided for by the Owner within the boundaries of the Property.
- 16.2. Rest areas Owners' staff must use designated rest areas within the boundaries of the properties they service.
- 16.3. Industrial/Protest action:
- 16.3.1. Owners must inform the Association immediately they are aware of any pending, imminent, or present industrial/protest action of their staff and what measures are being taken to mitigate such action.

16.3.2. Owners must, with all reasonable measures, contain any industrial/protest action by their staff members within the boundaries of their respective Properties.

16.4. Employment of staff - Owners are encouraged to employ staff from the local communities closest to Precinct.

17. VEHICLES/TRUCKS

17.1. Owners, tenants, employees, contractors, or other persons who visit the Precinct in a vehicle, shall be required to abide by the applicable Municipal regulations.

17.2. All road signs shall have the same meaning as those used on public roads in KwaZulu-Natal and the failure by any person to obey same and give effect to such meaning shall constitute a contravention of these Rules.

18. ILLEGAL PARKING

18.1. Apart from constituting breach of municipal by-laws, illegal parking is prohibited and as such no vehicle shall be parked, stored or left unattended within the Open Space, sidewalks or on the roads within the Precinct.

18.2. All vehicles should be parked in designated areas within the confines of each Members Property.

18.3. Should any vehicles be parked or left in the Open Space, sidewalks or Roads within the Precinct, either by Members, their employees, invitees, service providers or those of Owner's tenants, or any person who enters the Precinct by virtue of an Owner's authority, will constitute a breach of the Rules and will result in the Member being fined in terms of clause 27 below.

19. WASTE MANAGEMENT

19.1. The collection and removal of all waste accumulated by any Member is to be entirely their responsibility, at their own cost and in compliance with any local regulatory authority and in compliance with any and all health and safety requirements thereto.

19.2. Burning of garden (or other) refuse is not permitted in the Precinct.

20. SIGNAGE – (READ IN CONJUNCTION WITH THE ARCHITECTURAL AND DEVELOPMENT DESIGN GUIDELINES)

Members shall ensure that all signage within the Precinct, is approved in writing by the Association before it is erected and complies with the Architectural and Development Design Guidelines

- 20.1. Prohibited Signage
- 20.1.1. Mobile trailer
 - 20.1.2. Teardrop freestanding banners
 - 20.1.3. Free standing temporary signboards
 - 20.1.4. Banners
 - 20.1.5. Rotating (Whirling) signs
 - 20.1.6. Sandwich boards
 - 20.1.7. Bunting
 - 20.1.8. Sails
 - 20.1.9. Posters
 - 20.1.10. Balloons, blimps, or inflatable devices
 - 20.1.11. Billboards
 - 20.1.12. Stickers or decals
 - 20.1.13. Paint or graffiti
 - 20.1.14. Any form of public auction excluding a sale in terms of Court Order
 - 20.1.15. Any sign painted or affixed to window glass.

20.2. Flags

No flags, other than the National flag which must be in a good condition and on a proper flagpole, may be displayed within the Precinct. Without detracting from the generality of the aforesaid, under no circumstances whatsoever, shall flags of political parties or organisations or religious organisations or of a religious nature be permitted.

20.3. Security Company Signage

20.3.1. Security company signage erected on Member's Property is discouraged, but where necessary, shall comply with the following: -

- 20.3.1.1. Position and detail of the boards shall require the prior written consent of the Association and of the Municipality, if applicable;
- 20.3.1.2. Not more than two (2) security boards shall be permitted or business/tenant on any site;
- 20.3.1.3. Maximum size shall be 450mm x 450mm;
- 20.3.1.4. The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times.

The Association 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 penalties. The intention of the signage shall be to publicise that the business has security not to advertise the security company.

20.4. Broker / Estate Agent Boards

"For Sale" or "To Let" sign boards are to be erected on properties or buildings within the Property boundary and comply with the following Association's requirements: -

- 20.4.1. Boards require the prior written consent of the Association and the Municipality, if applicable. A copy of the proposed sign board shall be forwarded to the Precinct Manager before they are allowed to be erected.
- 20.4.2. Not more than a total of two (2) sign boards are permitted on any one site. Maximum size of the sign board shall be 2,400mm x 1,200mm.
- 20.4.3. Sign boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times sign boards shall be removed within three (3) months of erection unless prior written approval is granted by the Association for an extension of the period, and immediately a Property is sold or let.
- 20.4.4. The Association may give notice to any Member to remedy any contravention in respect of sign boards (including the provision in 20.4.5 below). Failure to comply with such notice shall constitute a contravention of these Rules and shall be subject to the penalties.
- 20.4.5. Each Member shall procure that any Agent or Broker who puts up a sign board on that Member's Property has agreed to these conditions in writing. A copy of proof of signed adherence to these Rules by the Agent or Broker in question must be submitted by the Member to the Association.

20.5. Signage on Sites Under Development:

20.5.1. Permitted: one (1) contractor's / professional board (i.e., a board listing the professional and project team employed on the works) and one (1) development board shall be permitted. These shall comply with the following requirements:

- 20.5.1.1. position, size and detail of the boards shall require the prior written consent of the Association. Maximum size of each such boards shall be 6.000mm x 3.000mm;

- 20.5.1.2. the boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times Boards shall be removed within two (2) weeks of first occupation of the building;
- 20.5.1.3. the Precinct 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 the Rules and shall be subject to penalties;
- 20.5.1.4. the sample layout of the permitted professional /developer's sign board is attached hereto marked Annexure "A".

20.6. Directional / information signage:

20.6.1. Any miscellaneous directional / information signage erected on any Property within the Precinct in any position adjoining or visible from any public area or area vesting in the Association shall comply with the following requirements: -

20.6.1.1. Position and detail of the signage requires the prior written consent of the Precinct Manager and of the Local Authority, if applicable.

20.6.1.2. The signage shall be maintained parallel and plumb and in a clean, undamaged condition at all times The Precinct 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 penalties.

20.7. Signage on Undeveloped Sites

20.7.1. Permitted: one (1) board which shall comply with the following requirements: -

20.7.1.1. Position, size and detail of the boards shall require the prior written consent of the Association and Municipality, if applicable;

20.7.1.2. Maximum size shall be 6,000mm x 3,000mm.

The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times. Boards will be erected no more than 2.0m above the natural ground level.

20.8. In the instance of signage contraventions, the Association shall have the right to remove the contravening signage and to recover the cost of such removal from the Member concerned which cost shall be added to the Levy due by the Member. The removed sign shall be returned to the Member concerned.

21. USE OF SIDEWALKS

21.1. Members wanting to use any part of the sidewalk outside of his Property boundary will be required to enter into a formal Use Agreement with the Association ("Use Agreement").

21.2. Any Member using any part of the sidewalk outside his Property boundary in the absence of a Use Agreement shall be instructed to cease such activity forthwith. Failure to comply with such instruction shall constitute a breach of these Rules and shall incur the prescribed fines.

21.3. Use of Sidewalk in contravention of a Use Agreement

21.3.1. If in the opinion of the Association, any usage of any sidewalk is in contravention of the terms and conditions of a Use Agreement the Association shall instruct

the Member to modify such usage so as to comply with the relevant Use Agreement. Failure to comply with such instruction shall constitute a breach of the Rules and shall incur the prescribed fines.

22. RULES OF MEMBERS

- 22.1. The rules of any other body corporate or association that may be formed within the Precinct, shall not be in conflict with the rules of the Association. In order for the Association to ensure compliance in this regard, such body corporate or association shall, within 10 (ten) days of written request, therefore, furnish the Association with an up to date copy of such their proposed rules.
- 22.2. **Relaxation of Rules**, no indulgence or relaxation in respect of these Rules shall constitute a waiver or consent or prevent their enforcement by the Association at any time.

23. CONSTRUCTION – DUE COMPLIANCE

(To be read in conjunction with the Architectural and Development Design Guidelines and the Environmental Management Plan and Environmental Authorisation)

- 23.1. In terms of Article 1.3 the ADDG all Members prior to the commencement of construction are required to pay a cash deposit (not interest bearing) in the amount of R100 000.00 (one hundred thousand Rand) to cover possible infrastructure damages OR failure to comply with due performance criteria, late finish or failure to complete any aspect of the development satisfactorily. Damages will be assessed and if such damages are not remedied satisfactorily by the Member, the Association may use the deposit paid to remedy such damages. The DRP may require that the deposit be provided before plan approvals are granted.
- 23.2. The deposit will be released to the Member on occupation of the Property, but after a 'close out inspection', has been conducted by a representative of the Association.
- 23.3. It is in the interests of the Association's Members and their tenants that the conduct and performance of on-site contractors are exemplary throughout the Precinct's development.
- 23.4. All construction work shall be subject to the Environmental Management Plan ("EMP"), copies of which documentation are available on the Development's Website, 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 EMP.
- 23.5. All construction work shall be subject to the Architectural and Development Design Guidelines and the EMP. Most importantly contractors will be liable for penalties for offences relating to non-compliance with the Architectural and Development Design Guidelines and the EMP. Failure by the contractor to pay the fines levied against them for non-compliance issues will result in those costs being recovered from the Member's deposit. In the event that a cash deposit has not been paid or in aggregate equates to a value more than the deposit paid, then those costs will be passed to the Member by way of adding the costs to the Levy due by the Member.
- 23.6. 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 shall report to the Association and Design Review Panel in this regard.
- 23.7. Where, in the sole opinion of the Association and Design Review Panel, the risk of the approved plans not being complied with or actual damage to public infrastructure renders the standard deposit insufficient, the Association may require an additional deposit to be paid to the Association to the maximum of R200 000.00 (two hundred thousand Rand).

- 23.8. It is a requirement of the Association that architects, or other appropriately qualified agents approved by the Association, be retained by Members as the principal agent for the full construction period.
- 23.9. Prior to any construction work being permitted to commence, Members are required to furnish to the Association, for approval, full particulars of the professional and construction team, the professional EMP Consultant (who shall submit monthly reports to the Developer appointed EMP Officer) contractors' intended site establishment, arrangements for contractors' entrances, materials and plant storage, fencing and hoarding details, site office arrangements, security of the site and ensuring security for adjacent sites.
- 23.10. The Member bears the responsibility to provide the following signed documents to the Association:
- 23.10.1. Developers and Contractors Protocols;
 - 23.10.2. Site Handover Agreement (with annexures) which will be furnished at a formal site handover meeting more fully referred to below.
- 23.11. The site handover meeting will be held between the Association and the project specific professional team and Member representative, as follows:
- 23.11.1. the Member representative is to request such handover meeting no sooner than 7 working days prior to proposed meeting date, and
 - 23.11.2. the Association on request for meeting will provide the required site handover document and instruct the applicant of the requirements therein.

24. CONSTRUCTION HEALTH AND SAFETY

- 24.1. All contractors undertaking construction or alterations, including on the Open Spaces shall provide a Health and Safety Plan to the Association, if required for the applicable work.
- 24.2. All contractors shall fulfil all work permit requirements and shall appoint a Health and Safety Consultant where relevant, for the duration of the activity.
- 24.3. In addition, all construction sites shall be demarcated with danger tape, or fenced off and shall be enclosed during the construction phase where relevant, with signage provided. Boundary fencing is not to encroach upon adjacent sites without permission from the Association.
- 24.4. Entry and exit to the construction site should not cut through or encroach upon landscaped areas and gardens and shall not be permitted across the common property unless authorised by the Association.
- 24.5. Construction sites are to be accessible for inspections by the Association or its representatives from time to time with five (5) business days written notice.

25. EMERGENCY RESPONSE

- 25.1. All Owners shall implement a development specific Emergency Response Procedure and all tenants and other users must abide by this procedure.
- 25.2. All evacuation routes must remain accessible and unobstructed at all times and fire escapes and stairs must be kept clear and free of any obstruction.
- 25.3. All parking bays for emergency vehicles and access to hydrants shall remain clear at all times.

26. COMMUNITY LIAISON

Should the Local Authority require that an Owner, 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 Owner's or Owner's contractor's cost.

27. FINES AND PENALTIES

Insofar as the MOI Article 8.5.2.1 contemplates the Association imposing fines upon a Member pursuant to a breach of the MOI and/or the Rules and/or the Architectural and Development Design Guidelines and/or of any directive of the Association, set out hereunder, as a guide only, the following categories and scales of fines:

OFFENCE	FIRST OFFENCE	SECOND OFFENCE OR MORE AND/OR DISREGARD
Technical breach without malice aforethought, premeditated intent or due consideration.	R 5000.00 + Value Added Tax	R10 000.00 + Value Added Tax
Non-compliance	R10 000.00 + Value Added Tax	R 20 000.00 + Value Added Tax
Blatant Disregard	R 30 000.00 + Value Added Tax	R 50 000.00 + Value Added Tax
Failure to rectify non-compliance	R100 000.00 + Value Added Tax per item listed	

- 27.1. The abovementioned fines and categories of offences shall be subject to amendment by the Association from time to time at their discretion.
- 27.2. Fines imposed for the breach of or non-compliance of the Rules by a Member or a Members tenant shall be deemed to form part of the Levy due by such Member.
- 27.3. The time the Association spends addressing specific Member non-compliance matters in relation to all governance documentation, or failure to respond or comply after the first call, first email, and final email for remedial action, will be charged directly to the non-compliant Member's levy account. The Association will track the time spent on a timesheet, and an hourly fee will be applied. The hourly fee will be communicated by the Association to the non-compliant Member and is subject to amendment by the Association from time to time.

28. BREACH

- 28.1. Any Member or the Owner tenant who breaches the MOI and/or the Rules and/or any provisions of the Development Manual and/or any directive lawfully given by the Association shall be given a verbal warning and five (5) working days to remedy the breach, provided such breach does not constitute a safety or environmental emergency, in which case such a breach must be immediately rectified.

- 28.2. Failing rectification in terms of clause 28.1 above, the Association shall send a written notice to the Owner at the Owner's address of record and/or via the Owners provided email address as furnished by the Owner to the Association.
- 28.3. The notice shall require that the breach be remedied within three (3) days, failure to comply shall constitute a breach of this Rule and render the Member liable to a First Offence fine as prescribed above for each seven (7) day period or part thereof that he remains in breach.
- 28.4. Should a Member remain in breach for a period of more than 21 days from the date of initial notification in terms of clause 28.1, the penalty shall constitute a Second Offence fine i.e., blatant disregard for each seven (7) day period or part thereof he remains in breach.
- 28.5. Should any Member be aggrieved by any decision made by the Association they may, within seven (7) days of the finding, lodge an appeal in writing to the Association, giving their reasons for such an appeal. The Association shall respond within thirty (30) days of the appeal, failing which any penalty imposed will fall away.
- 28.6. The imposed fine by the Association shall be deemed to be a debt due by the Member to the Association and which shall be recoverable by civil application or action in a court of competent jurisdiction for such relief as it may deem appropriate as provided for in Article 8.5.2.3 of the MOI.
- 28.7. In the event of the Association proceeding with the carrying out of any work or the doing of anything which the Association has called upon the Member to do in terms of these Rules, the cost thereof shall be deemed to be a debt due by the Member.
- 28.8. The Association may take such other action as may lawfully be available to the Association.

29. DESIGN REVIEW PANEL (DRP)

- 29.1. All Owners by virtue of being Members of the Association are subject to the Design Review process contained in clause 3.4 of the Architectural and Development Design Guidelines. The Design Review Process is overseen by the Design Review Panel (DRP). The stages of the Design Review Process are as follows:
- Stage 1: Pre-design briefing and statement of intent
 - Stage 2: Presentation of a conceptual plan and a Site Development Plan
 - Stage 3: Presentation of sketch plans presented for approval in principle
Presentation of landscape plans
 - Stage 4: Council submission plans (which includes Final Design Approval referred to in 29.2 below)
Presentation of signage proposals
 - Stage 5: Certificate of completion – certificate of "Final Approval" issued.
- 29.2. Final Design Approval will only be given upon final inspection of buildings upon completion of construction to determine that all requirements of the Development Code have been met and ensuring that as-built plans are compliant with both the Design Review Panel and Municipality Town Planning.

30. DESIGN REVIEW PANEL – SCRUTINY FEES

- 30.1. The Design Review Panel shall comprise:
- 30.1.1. during the Development Period, of an architect, and two (2) other professionals, all appointed by the Developer and,

- 30.1.2. after the expiry of the Development Period, of three (3) individuals appointed by the Board provided that at all times at least one of the members of the Design Review Panel shall be an architect.
- 30.2. The DRP shall act as an aesthetics committee with a view to ensuring that any development within the Precinct is in accordance with the Design Manual, the Scheme and in line with standards and architectural theme that will enhance the attractiveness of the Precinct as a whole.
- 30.3. To enable the DRP to perform its function it needs to inspect proposed plans by Owners. Plan scrutiny fees are charged by the Association to cover the cost of professional services rendered by the DRP.
- 30.4. A scrutiny fee in the amount of R 30 000.00 ex V.A.T. shall be payable to Association prior to the first Design Review meeting (“scrutiny fee”).
- 30.5. The scrutiny fee shall entitle the applicant to four (4) one-hour separate design review meetings or on-site inspections including conceptual proposals, SDP and Building Plan reviews, landscaping and signage. Any additional review required shall attract an additional charge of R 7 500.00. (ex Vat) professional fees per review session.
- 30.6. 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 Member’s levy obligations.
- 30.7. This clause must be read in conjunction with the MOI and the ADDG.

31. DISCLAIMER OF RESPONSIBILITY

- 31.1. The Association shall not be liable for any injury to any person, damage to or loss of any property, to whomever it may belong, occurring or suffered within the Precinct regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Precinct. Members hereby acknowledge that they shall not, under any circumstances have any claim or right of action whatsoever against the Association for damages, loss or otherwise, nor be entitled to withhold or defer payment of any amount due by them for any reason whatsoever.
- 31.2. The Association and/or its agents shall not be liable to any Member or any of the Members’ lessees, or their respective employees, agents, workers, invitees or customers or any member of the public dealing with Member or any lessee for any injury or loss or damage of any description which the Member or any such other person aforesaid may suffer or sustain whether directly or indirectly in within the Precinct, regardless of the cause thereof.

32. GENERAL

- 32.1. The lighting or letting off of fireworks within the Precinct is prohibited.
- 32.2. No person shall attempt to sell any goods to other persons within the Precinct, by way of door to door selling, hawkers stall or sales table, nor may any person make any attempt to set up a business as a vendor on Association property within the Precinct 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 the Rules and will be restricted to the approved site and any license conditions.
- 32.3. Owners shall, at all times while in the Precinct, comply with all applicable Laws and Bylaws, including, but in no way limited to, the Scheme, the Sectional Titles Act and the Sectional Title Schemes Management Act.
- 32.4. The Slaughter or sale of any livestock or animal whatsoever is strictly prohibited within the precinct.

- 32.5. Animals are not permitted within the Precinct, save for dogs required for security purposes. In instances where a Member wishes to keep dogs for security purposes, the Member must obtain the prior written consent of the Association and must adhere to any conditions the Association may impose in granting its consent. It is recorded that the Associations may grant or withhold its consent in its sole and absolute discretion.
- 32.6. A Member may not subdivide its Property or consolidate it with any adjoining Property without the prior written consent of the Association, which consent the Association may in its sole and absolute discretion grant or refuse.
- 32.7. Any and all amounts relating to fees, fines, penalties, deposits and the like referred to in these Rules are subject to review and revision by the Association from time to time and in its discretion which revisions will be conveyed to the Members by written notice.

ANNEXURE A: MEMBER SIGN BOARD LAYOUT (VIDE 20.5.1.4)

THE BRICKWORKS

NEW OFFICES & WAREHOUSE FOR:

DEVELOPER
INVESTEC PROPERTY (PTY) LTD **CONTACT NUMBER**

PROJECT MANAGER
NAME **CONTACT NUMBER**

ARCHITECT
NAME **CONTACT NUMBER**

QUANTITY SURVEYOR
NAME **CONTACT NUMBER**

STRUCTURAL, CIVIL & ELECTRICAL ENGINEERS
NAME **CONTACT NUMBER**

FIRE CONSULTANT
NAME **CONTACT NUMBER**

HEALTH AND SAFETY AGENT
NAME **CONTACT NUMBER**

PRINCIPAL CONTRACTOR
NAME **CONTACT NUMBER**

SITE EMERGENCY CONTACT
NAME **CONTACT NUMBER**

DETAILS

1. Board Size: 2140mm x 1800mm
 2. Board Material: 12mm Thick Aluminium Composite Panel (ACP)
 3. Board Colour: RAL 9005 (Black)
 4. Board Finish: Matt
 5. Board Installation: Adhesive Mounted
 6. Board Location: External Wall
 7. Board Orientation: Vertical
 8. Board Height: 1800mm
 9. Board Width: 2140mm
 10. Board Spacing: 10mm
 11. Board Fixing: Adhesive
 12. Board Protection: None
 13. Board Maintenance: Clean with mild detergent
 14. Board Warranty: 5 Years
 15. Board Lead Time: 4 Weeks

Legend

Material	12mm Thick Aluminium Composite Panel (ACP)
Colour	RAL 9005 (Black)
Finish	Matt
Installation	Adhesive Mounted
Location	External Wall
Orientation	Vertical
Height	1800mm
Width	2140mm
Spacing	10mm
Fixing	Adhesive
Protection	None
Maintenance	Clean with mild detergent
Warranty	5 Years
Lead Time	4 Weeks

PROJECT INFORMATION

Project Name	THE BRICKWORKS
Client	Investec
Project Number	D144
Revision	A0
Scale	1:1
Author	Information