



**SIBAYA PRECINCT
MASTER MANAGEMENT ASSOCIATION**

Rules of the Association

February 2020

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1. DEFINITIONS

Unless otherwise specifically stated, all words and expressions in these Rules shall have the meaning assigned to them in the Memorandum of Incorporation (MOI) of the Sibaya Master Management Association (RF) NPC (“the Association”).

- 1.1. “Association” - means Sibaya Precinct Master Management Association (SPMMA) Non-Profit Company
- 1.2. “Common Spaces” means the common areas within Sibaya Precinct, which areas shall include, inter alia, open spaces, sidewalk servitudes, parks, certain areas of indigenous bush and certain road verges;
- 1.3. “Development Manual” - means the Sibaya Precinct Design Manual as defined in Article 19.2 of the Associations Memorandum of Incorporation (MOI) which sets out the standards, conditions and specifications imposed by the Developer and the Association for building or improvements within the Sibaya Precinct
- 1.4. “Developer” – means Tongaat Hulett Developments (Pty) Ltd
- 1.5. “DRP” - means Sibaya Precinct Design Review Panel as defined in Article 19 of the MOI 1.6. “Directors” – means directors of the SPMMA board
- 1.6. “EMP” – means the Environmental Management Plan”
- 1.7. “Land” - means any land in Sibaya Precinct including any subdivision capable of individual ownership, whether such land is improved or not, or a Sectional Title unit under the provisions of the Sectional Titles Act No. 95 of 1986, where a sectional title scheme has been established on any such land, and shall include any additional immovable property which the Developer may include as part of Sibaya Precinct
- 1.8. “Levy” as prescribed in the MOI Article 13.4.
- 1.9. “Local Authority” - means eThekweni Municipality
- 1.10. “Member” - means an Owner and Tongaat Hulett Developments as the Developer during the Development Period. All owners are by default members of the Association and subject to compliance to these Rules of the Association, MOI, Development Manual, Environmental Management Plan and the payment of monthly levies
- 1.11. “MOI” - means the duly registered Memorandum of Incorporation of the Association
- 1.12. “Owner” – means any person who is the registered owner of the Land, Sectional Title holder or an undivided share in Land or a purchaser who has entered into a written contract with the Developer to purchase Land

and all suspensive conditions under such purchase contract have been fulfilled provided such contract of sale is still of full force and effect and binding between the parties.

- 1.13. "Precinct Manager" – means a person or entity contracted by SPMMA to manage the day to day running of SPMMA
- 1.14. "Property" - means Land and improvements under the control of Members
- 1.15. "Deposit" - 'A' means a cash payment to be determined by the Directors and lodged by the member with the Association before commencing development to cover failure to comply with the Association's conditions of plan approval or failure to complete the construction satisfactorily in accordance with the D.R.P. approved plans; - 'B' means a cash deposit determined by the directors to be lodged by the contractor before site hand over to cover fines, damages to the public and semi-public domain
- 1.16. "Road" - means all roads within the Sibaya Precinct which are designated municipal roads
- 1.17. "Rules" - means The Rules of the Sibaya Precinct as recorded in this document, in terms of the Article 8.5 of the MOI
- 1.18. "Sub Association" – definition needed – refer revised MOI from Graeme

2. INTRODUCTION

- 2.1. In terms of Article 8.5 of the MOI, the Board shall have 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 Sibaya Precinct, 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 these Rules.
- 2.2. This document sets out the aforesaid rules made by the Board in terms of the MOI.
- 2.3. These Rules shall be read in conjunction with the MOI, however, in the event of any conflict or inconsistency the provisions of the MOI shall prevail.

3. APPLICATION OF THESE RULES

These Rules shall apply to all Owners and their tenants, employees and invitees and agents.

4. SECTIONAL TITLE SCHEME

The body corporate of any sectional title scheme laid out on any Subdivision, 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 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, the Conservation Trust and the relevant Member Management Association, have been paid or secured to the satisfaction of the Association;

5.2.1.1. the contribution to The Association's LSF is recorded at R1,000 per transfer, which amount will be reviewed annually. Each Member Management Association is required to collect this contribution from their members on transfer, on behalf of The Association, and transfer such funds to The Association within 5 working days upon registration of transfer.

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 relevant Member Management Association in respect of the Property have been paid or secured to the satisfaction of the relevant Member Management 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), of the relevant Member Management Association have been completed to the relevant member Management Association's reasonable satisfaction.

5.2.5.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 the Association has issued the consent referred to in Rule 6 hereof) and

5.2.6.the administration fee payable to the Association in respect of the issuing of the consent in this regard (which fee is currently (R1 500.00 plus Value Added Tax) has been paid to the Association or secured to its reasonable satisfaction.

5.2.7. The aforesaid fee of R1 500.00 (plus Value Added Tax) (referred to in 5.2.6 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 R3 000.000 plus Value Added Tax thereon), for each subsequent inspection required.

6. LEVIES

- 6.1. In terms of Article 13.2 of the MOI levies are payable by all Members, upon transfer or occupation of the property 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.
- 6.2. In terms of Article 13.2 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 SA 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.
- 6.3. Any levies not paid within 30 (THIRTY) days of due date shall be handed over for Legal collection and all Legal fees will be applied to the full amount overdue from the due date to the date of payment, both dates inclusive.
- 6.4. Once Legal action has been implemented all Levies due to the end of that financial year will become due and payable in advance.

7. OCCUPATION AND USE OF PROPERTIES

- 7.1. 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, Development Manual and these Rules.
- 7.2. The Association may, in its sole discretion, determine that any person, not being an Owner, be denied access to the Sibaya Precinct and be required to leave in the event of such person breaching the MOI, Development Manual, or these Rules.
- 7.3. Nothing may be placed on or 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, external extraction units, plant equipment, awnings, refuse bins or bin storage areas, signs, aerials, satellite dishes, light poles etc. Even when not directly attached to the building.
- 7.4. Fencing 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 and the Design Review Panel has been obtained. The approved type is the anthracite (dark grey to black) metal "clearvu" type with a maximum height of 2,4m.

Only a limited number of electric strands (max of 7) are permitted on the top of the fence – no coiled razor wire of similar material is permitted.

- 7.5. The Association controls the style and colour of external awnings and authorization for its erection must be obtained prior to installation. The maintenance of these in good order will be strictly enforced by the Association
- 7.6. No reflective film of any type or colour is to be used as a sun-screening device on any window or door.
- 7.7. 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.
- 7.8. No freestanding sheds are permitted save for the purposes of the builder when a property is under construction.
- 7.9. The use of any kind of shade cloth after the building is completed is prohibited.
- 7.10. Any harmful or flammable substances kept on the property must be kept in accordance with the local regulatory authority and in compliance with all health and safety requirements.
- 7.11. No person shall use any area within the Sibaya Precinct in a manner that may unreasonably interfere with the effective management of Sibaya Precinct or negatively impact on Association Members.

8. FIBRE CONNECTION

- 8.1. The Management Association has provided for at least two leading service providers to reticulate the Sibaya Precinct with the fibre back-bone. Owners 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 Management Association.
- 8.2. Owners are strongly advised to select a fibre to home/office service provider who has existing fibre infrastructure within the Sibaya Precinct. Should an Owner (or other occupier of a property), wish to make use of a service provider who does not own an existing fibre backbone in the Sibaya Precinct and require the installation of fibre reticulation to a home or office, such member shall be required to lodge a damages deposit of R 500 000.00 in cash with the Association. Infrastructure damage incurred by the Association shall be deducted from the damage deposit and the balance refunded to the Owner upon receipt of a written completion certificate from both the service provider and the Association's duly appointed representative.

9. UPKEEP AND MAINTENANCE OF PROPERTIES

- 9.1. 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.
- 9.2. No alterations to the exterior colour of the building may be made without the prior approval of the Design Review Panel.
- 9.3. Where in the opinion of the Association the condition of a property is not to the required standard of the Sibaya Precinct as dictated by the Development Manual, the Association shall give written notice to the Member to carry out the necessary improvements within a specified time.
- 9.4. In terms of Article 20.1 of the MOI, should the Owner 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 Owner, which amount shall be deemed to be part of the levy due by the Owner.
- 9.5. All public open space shall be maintained by the Association 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 effective management, appearance or amenity of the Sibaya Precinct in general.

10. LANDSCAPING AND IRRIGATION

- 10.1. Landscaping and the associated irrigation is to be undertaken in accordance with a Landscape Plan approved by the Design Review Panel. No member shall commence landscaping of any Land until such time as such landscape plan has been approved in writing by the Design Review Panel. Any alterations to the landscaping after the approval date and or installation, must be authorised by the Design Review Panel.
- 10.2. Landscaping and the associated irrigation must be maintained to a standard acceptable to the Association.
- 10.3. All undeveloped land shall be grassed to retain dust and cut at least every three months or as requested by the Association.
- 10.4. Where in the opinion of the Association the condition of a property is not to the required standard of the Sibaya Precinct as dictated by the Development Manual, the Association shall give written notice to the Owner to carry out the necessary improvements within a specified time.
- 10.5. In terms of Article 20.1 of the MOI, should the Owner 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 Owner, which amount shall be deemed to be part of the levy due by the Owner.

11. ENVIRONMENTAL

- 11.1. No trees or shrubs may be removed, disturbed or pruned within the open spaces or conservation areas. Any breach of this will be treated most seriously and a fine of between R10,000 to R100,000 per tree, shrub or per any other related offence may be imposed by the Board. The amount of the fine will depend on the severity of offence and will be at the sole, unvetted and reasonable discretion of the Board. 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.
- 11.2. No fauna may be disturbed, hunted or poached. Any breach of this will be treated most seriously and a fine of R50 000,00 per related offence may be imposed by the Board 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.
- 11.3. The property owner will be directly responsible for any offence committed by their visitors, tenants, employees or contractors.

12. SECURITY

- 12.1. Security is a shared responsibility and Owners should be aware that they are responsible for the actions, behaviour and compliance of their appointed security companies, members staff, tenants, suppliers and visitors within the Sibaya Precinct.
- 12.2. Each individual Property Owner provides and is responsible for the security of their Property.
- 12.3. The Association will retain a 24 hour Safe Guarding service provider for the Sibaya Precinct general public areas and open spaces which is monitored by a dedicated roaming vehicle and security personnel. A 24-hour emergency number will be established.
- 12.4. Suspicious or unlawful occurrences within the Sibaya Precinct should be reported to Association Security in addition to the SAPS on 10111.
- 12.5. The dynamics of the Safe Guarding Service Provider can change from time to time in response to safeguarding requirements within the Sibaya Precinct.
- 12.6. The Association's appointed security personnel also have a duty to be aware of and report any breaches of these Rules to the Precinct Manager.
- 12.7. The Safe Guarding Service Provider may be called upon to back up security provided on private property at the entrance to the property but may not enter the property. This service is only offered on condition that the Sibaya Precinct's response vehicle is free and available to do so and its attendance on the above does not

prejudice it's first and foremost duties and responsibilities to the Association, and the Association shall accept no liability in this regard.

13. STAFF

13.1. Ablutions & Changing Facilities: Staff of Owners, tenants, residents, contractors and other persons must use designated ablution and changing facilities.

13.2. Rest areas - staff must use designated rest areas within the boundaries of the properties they service.

13.3. INDUSTRIAL ACTION:

13.3.1. The Owner must inform the Association immediately that they are aware of any pending, imminent or present industrial action of their staff and what measures are being taken to mitigate such action.

13.3.2. The Owner must, with all reasonable measures, contain any Industrial Action of their staff members within the boundaries of their property.

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

14. VEHICLES/TRUCKS

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

14.2. 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.

15. ILLEGAL PARKING

15.1. Apart from constituting breach of municipal by-laws, illegal parking is prohibited in terms of the MOI under clause 8 and as such no vehicle shall be parked, stored or left unattended within the Open Space, sidewalks or on the roads within Sibaya Precinct.

15.2. All vehicles should be parked in designated areas within the confines of each Owners' property.

15.3. Should any vehicles be parked or left in the Open Space, sidewalks or Roads within Sibaya Precinct, either by Owners, Owners' employees, Owner's tenants or tenants' employees, invitees or service providers, or any persons who enters Sibaya Precinct by virtue of an Owner's authority, this will constitute breach of the Rules and will result in Owners being fined in terms of clause 20 below.

16. WASTE MANAGEMENT

16.1. The collection and removal of all waste accumulated by an Owner 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.

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

17. SIGNAGE – (TO BE READ IN CONJUNCTION WITH THE DESIGN CODE)

Members shall ensure that all signage within the Sibaya Precinct complies with the Development Manual

17.1. Prohibited Signage

- 17.1.1. Mobile trailer
- 17.1.2. Teardrop freestanding banners
- 17.1.3. Free standing temporary signboards
- 17.1.4. Banners
- 17.1.5. Rotating (Whirligig) signs
- 17.1.6. Sandwich boards
- 17.1.7. Bunting
- 17.1.8. Sails
- 17.1.9. Posters
- 17.1.10. Balloons, blimps or inflatable devices
- 17.1.11. Billboards
- 17.1.12. Stickers or decals
- 17.1.13. Painted or graffiti
- 17.1.14. Any form of public auctions excluding sale in terms of Court Order
- 17.1.15. Any sign painted or affixed to window glass.

17.2. Flags

No flags, other than the National flag which must be in a good condition and on a proper flag pole, may be displayed within the Sibaya Precinct 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 Precinct Manager is acceptable.

17.3. Security Company Signage

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

- 17.3.1.1. Position and detail of the boards require the prior consent of the Precinct Manager and of the Local Authority, if applicable
- 17.3.1.2. Not more than two (2) security boards shall be permitted or business/tenant on any site
- 17.3.1.3. Maximum size shall be 450mm x 450mm
- 17.3.1.4. The boards 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 Security Company Signage. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties. The intention of this signage is to advise that the business has security not to advertise the security company.

17.4. Broker / Estate Agent Boards

“For Sale” or “To Let” Boards are to be erected on properties or buildings within the property boundary and comply with the following Association requirements:-

- 17.4.1. Boards require the prior written consent of the Local Authority, if applicable and the Member, a copy of which shall be forwarded to the Precinct Manager before signs are erected.
- 17.4.2. Not more than a total of two (2) boards are permitted on any one site. Maximum size shall be 2,400mm x 1,200mm
- 17.4.3. Boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times Boards shall be removed within three (3) months of erection unless permission is granted by the Precinct Manager for an extension of the period, and immediately a property is sold or let.
- 17.4.4. The Precinct Manager may give notice to any Member to remedy any contravention in respect of Boards. Failure to comply with such notice shall constitute a contravention of this Rule and shall be subject to the penalties.
- 17.4.5. Each Member shall ensure that any Agent or Broker who puts up a Board on that Member's property has agreed to these conditions in writing. A copy of this agreement must be submitted to the Precinct Manager.

17.5. Signage on Sites Under Development

- 17.5.1. 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:-
- 17.5.2. Position, size and detail of the boards require the prior written consent of the Precinct Manager
Maximum size shall be 6.000mm x 3.000mm
- 17.5.3. 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.
- 17.5.4. 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 this Rule and shall be subject to penalties.

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

17.6. Directional / information signage

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

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

17.6.3. 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 the penalties

17.7. Signage on Undeveloped Sites

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

17.7.2. Position, size and detail of the boards require the prior written consent of the Precinct Manager and Local Authority, if applicable

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

17.7.4. 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.

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. The removed sign shall be returned to the members.

18. USE OF SIDEWALKS

Any Owner 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 of Association Rules and shall incur the prescribed fines.

18.1. Use of Sidewalk in contravention of a Use Agreement

18.2. If in the opinion of the Precinct Manager, any usage of any sidewalk is in contravention of the terms and conditions of a Sidewalk Use Agreement entered into between the Owner and the Association, the Precinct Manager shall instruct the Owner to modify such usage so as to comply with the relevant Use Agreement. Failure to comply with such instruction shall constitute a breach of Association Rules and shall incur the prescribed fines.

19. RULES OF MEMBERS

It is recorded that in terms of Article 8.9 of the MOI, rules of a Member Management Association shall not be in conflict with the rules of the Association. In order for the Association to ensure compliance in this regard, a Member Management Association shall, within 10 days of written request therefore, furnish the Board with an up to date copy of such their rules.

20. CONSTRUCTION – DUE COMPLIANCE (To be read in conjunction with the Development Manual and the Environmental Management Restrictions)

- 20.1. In terms of Article 6.11.3 of the Development Manual, all Owners prior to the commencement of construction are required to lodge a cash deposit (not interest bearing) to the value of R200,000 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 Owner, the Association may use the deposit lodged to remedy such damages. The deposit will be retained after the completion of the building and the issuing of the completion certificate. The Design Review Panel may require that the Deposit be provided before plan approvals are granted.
- 20.2. 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 Sibaya Precinct's development.
- 20.3. All construction work shall be subject to the EMP, 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 Owner shall be liable for ensuring strict compliance with such EMP.
- 20.4. Prior to commencing any construction work, Owners are to furnish to the Association, for approval by the Precinct Manager, full particulars of the following; of the appointed professional EMP Consultant (who shall submit monthly reports to the Primary 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. The contractor must confirm in writing that they shall abide by these Rules and EMP.
- 20.5. All construction work shall be subject to the Design Code and The Environmental Management Plan. Most importantly contractors will be liable for penalties for offences relating to non-compliance to the Development Code and the Environmental Plan. Failure by the contractor to pay the fines levied against them for non-compliance issues will result in those costs being recovered from the Owner's deposit. In the event that a cash deposit has not been paid or in aggregate equates to a value more than the deposit lodged, then those costs will be passed to the Owner by way of adding the costs to the levy due by the Owner.

- 20.6. 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 Precinct Manager and Design Review Panel in this regard.
- 20.7. Where, in the sole opinion of the Precinct Manager 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 Manager may require an additional Cash Retention to be lodged with the Association to the maximum of R1,000,000
- 20.8. It is a requirement of the Association that architects, or other appropriately qualified agents approved by the Association, be retained by owners/member as the principal agent for the full contract period

21. 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.

22. FINES AND PENALTIES (Non Developmental)

Insofar as the MOI Article 8.5.2.1 contemplate the Directors imposing fines upon an Owner pursuant to a breach of the MOI and/or the Rules and/or the Design Code/ Development Manual and/or of any directive of the Association, the Directors set out hereunder, as a guide only, the following categories and scales of fines:

OFFENCE	FIRST OFFENCE	SECOND OFFENCE 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	

- 22.1. abovementioned fines and categories of offences shall be subject to amendment by the Directors from time to time at their discretion.
- 22.2. Fines imposed for the breach of or non-compliance with the rules by the Owner or the Owners tenant shall be deemed to be part of the levy due by the member.

23. BREACH

- 23.1. 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.
- 23.2. Failing which the Association shall send a written notice to the Owner at the Owner's address of record as furnished by the Owner to the Association.
- 23.3.
- 23.4. The notice shall require the breach be remedied within three (3) days, failure to comply shall constitute a breach of this Rule and render the Owner liable to a First Offence fine as prescribed above for each seven (7) day period or part thereof he remains in breach.
- 23.5. Should an Owner remain in breach for a period of more than three (3) weeks from the date of initial notification, 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.
- 23.6. Should any Owner 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 Board via the Precinct 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.
- 23.7. The imposed fine upon the Owner which shall be deemed to be a debt due by the Owner 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 13.11 of the MOI.
- 23.8. 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 Owner to do, the cost of which shall be deemed to be a debt due by the Owner to the Association.
- 23.9. The Association may take such other action as may lawfully be available to the Association.

24. DESIGN REVIEW PANEL (DRP)

24.1. All Owners by virtue of being Members of the Association are in accordance with the Development Code subject to the Design Review process which is overseen by the Design Review Panel (DRP). The Design Review Process is as follows:

Stage 1: Pre-design briefing and statement of intent with conceptual plan

Stage 2: DRP approval of Site Development Plans & Landscape Plans prior to submission to local authority for SDP approval

Stage 3: DRP approval of Council Submission Plans for Building Approval prior to submission to local authority for Building Approval

Stage 4: Approval of signage proposals

Stage 5: Certificate of completion.

24.2. 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 Council Town Planning.

25. DESIGN REVIEW PANEL – SCRUTINY FEES

25.1. The Design Review Panel shall comprise of:

25.1.1. during the Development Period, an architect, urban designer or other competent professional and two (2) other individuals, all appointed by the Developer and,

25.1.2. after the expiry of the Development Period, 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

25.2. Plan scrutiny fees are charged by the Association to cover the cost of professional services rendered to the Association/Design Review Panel.

25.3. A scrutiny fee in the amount of R60,000 ex V.A.T. shall be payable to Association prior to the first Design Review meeting.

25.4. The scrutiny fees 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 R15,000 ex Vat professional fees per review session.

25.5. 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.

26. DISCLAIMER OF RESPONSIBILITY

- 26.1. 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 Sibaya Precinct regardless of the cause thereof nor shall the Association be responsible for any theft of property occurring within the Sibaya Precinct. Owner's 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.
- 26.2. The Association and/or its agents shall not be liable to any Owner or any of the Owner's lessees, or their respective employees, agents, domestic workers, invitees or customers or any member of the public dealing with Owner or any lessee for any injury or loss or damage of any description which the Owner or any such other person aforesaid may suffer or sustain whether directly or indirectly in within the Sibaya Precinct, regardless of the cause thereof.

27. GENERAL

- 27.1. The lighting or letting off of fireworks within the Sibaya Precinct is prohibited.
- 27.2. No person shall attempt to sell any goods to other persons within the Sibaya 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 Sibaya 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 any Rules of the Association and will be restricted to the site approved and license conditions.
- 27.3. Owners shall, at all times while in the Sibaya 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.

ANNEXURE A: DEVELOPER'S SIGN BOARD LAYOUT

2.400MM WIDE X 6.000MM HIGH

PROPOSED NEW DEVELOPMENT		FOR ABC (Pty) Ltd	
ON LOT xx SIBAYA PRECINCT			
PROJECT MANAGER AB PROJECTS		55555	
ARCHITECT ABC ARCHITECTS	(55555	
QUANTITY SURVEYOR ABC SURVEY PROJECTS		55555	
CONSULTING ENGINEER ABC & ASSOCIATES		55555	
ELECTRICAL ENGINEER AB DESIGN ASSOCIATES		55555	
CONTRACTOR ABC & SON BUILDING (PTY) LTD		55555	
LANDSCAPER ABC LANDSCAPES	(55555	
ENVIRONMENTAL CONSULTANT ABC ENVIRONMENTAL	(55555	
COMMUNITY LIAISON OFFICER ABC SERVICES	(55555	
CONTRACTOR/SITE AGENT JOHN TREE	0	55555	0 555555
EMERGENCY HOUR CONTACT	JOHN TREE	088	5555555