



Ridgeside Management Association (RF) NPC

Rules of the Association

As adopted / amended May 2009

Amended November 2015

Amended February 2018

Amended May 2018

1. INTRODUCTION

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

2. GENERAL MEMBERSHIP

- 2.1 Every member shall sign a membership application form in the format prescribed from time to time by the Association. The member shall update the Association with any changes to the details provided in the form.

- 2.2 Any member seeking to alienate its property in the Ridgeside shall ensure that the purchaser completes the membership application form in respect of freehold property and the member agreement in respect of sectional title ownership. In addition, the Association shall issue a clearance certificate before transfer may be passed to the purchaser. Such clearance certificate shall not be issued unless the member is confirmed as being in good standing in respect of levy payments, the Memorandum of Incorporation, the development manual and all rules of the Association. An administration fee of R500, 00 plus VAT thereon will be levied for the issue of the clearance certificate. This fee includes an inspection of the property to confirm compliance with the requirements of the Association. Should the inspection reveal non-conformance with such requirements a list of outstanding matters will be forwarded to the member for rectification before issuance of the clearance certificate. The follow-up and any subsequent inspection required to confirm compliance will attract further charges of R500,00 (plus VAT) per inspection, which amounts shall be paid before the clearance certificate will be issued.

3. LEVIES

Levies shall be paid monthly in advance, by the first day of the month. Members shall sign the Association's debit order form when called upon to do so by the Association. [

4. SECTIONAL TITLE SCHEMES

- 4.1 Any sectional title scheme within the Ridgeside shall include in its rules the following provision:

"Notwithstanding anything contained herein or elsewhere it is recorded that the Rules of the Body Corporate, as set out herein, shall be subject to the provisions of the Memorandum of Incorporation of the Ridgeside Management Association (RF) NPC (hereinafter referred to as "the Association") and any Rules and regulations made in terms thereof. In the event of there being any conflict between the provisions of the Rules of the Body Corporate and the Memorandum of Incorporation and/or Rules of the Association, the Association's provisions shall apply in this regard."

- 4.2 The rules of the body corporate of any sectional title scheme shall include the following:

- 4.2.1 The maximum number of persons permitted to occupy any unit shall be the number of bedrooms in such dwelling multiplied by two.

- 4.2.2 Nothing may be placed on or attached to the exterior of any other structure without the prior written approval of the Association. The request for such approval may require a description and/or drawing and/or plan as may be necessary to fully define the request. (This item applies to, but is in no way limited to, external air conditioning units, awnings, satellite dishes, etc. even when not directly attached to the building).
- 4.2.3 An owner shall not allow any linen or clothing to be hung on the outside of any section, in such a manner that it is visible to the public or neighbours.
- 4.2.4 No form of security gate, door or grille is to be attached to the exterior of any unit.
- 4.2.5 No harmful or inflammable substances shall be kept on any Property other than in such quantities as may reasonably be required for domestic purposes.
- 4.2.6 Burglar guards or screening fixed internally, but visible externally are to be of standard style and uniform colour throughout the sectional title scheme and must be approved by the Design Review Panel.
- 4.2.7 No reflective film of any type or colour is to be used as a sun-screening device on any window or door.
- 4.2.8 External lighting is to comply with the approved building plans.
- 4.2.9 Curtain linings are required to be standard colour throughout the sectional title scheme.
- 4.2.10 No alterations to the exterior colour of the building may be made without the prior approval of the Ridgeside Design Review Committee.
- 4.2.11 Landscaping is to be maintained to a standard acceptable to the Ridgeside Management Association (RF) NPC.
- 4.2.12 In compliance with the conditions of title relating to all Properties, a Member shall abide by the Building Design Code, Developers and Contractors' Protocol, Environmental Management Plan, Landscaping Philosophy and Security Protocol, applicable from time to time.
- 4.2.13 The body corporate of any sectional title scheme laid out on any land within Ridgeside shall be obliged to provide the Association with the names and addresses and other details of it's members

when requested to do so by the Association and to advise the Association of changes to such details.

- 4.3 The owner of any unit in the sectional title scheme shall be required to sign the standard agreement with the Association, a copy of which is attached marked Annexure "A".

5. RESIDENTIAL PRECINCT

- 5.1 Any Residential Precinct [as defined in the Memorandum of Incorporation] within Ridgeside shall include in its rules the following provisions:

"Notwithstanding anything contained herein or elsewhere it is recorded that the Rules of the Residential Management Association, as set out herein, shall be subject to the provisions of the Memorandum of Incorporation of the Ridgeside Management Association (RF) NPC (hereinafter referred to as "the Association") and any Rules and regulations made in terms thereof. In the event of there being any conflict between the provisions of the Rules of the Residential Management Association and the Memorandum of Incorporation or Rules of the Association, the Association's provisions shall apply in this regard."

- 5.2 The rules of the Residential Management Association of any Residential Precinct shall include the following:

- 5.2.1 The Ridgeside Management Association (RF) NPC shall have the right to enter and inspect the Residential Precinct
- 5.2.2 All applications for approval required from the Ridgeside Management Association (RF) NPC must be submitted from the Residential Management Association or its managing agent.
- 5.2.3 Rules, relating to the use of units/ dwellings, the number of occupants per unit/dwelling, upkeep of buildings and landscaping, vehicles, refuse removal, firearms and fireworks, nuisance, domestic workers and pets, which rules must be approved by the Ridgeside Management Association (RF) NPC.
- 5.2.4 The landscaping of a Residential Precinct shall be installed in compliance with the approved landscape plan and shall be maintained to a standard acceptable to the Ridgeside Management Association (RF) NPC.
- 5.2.5 Any alterations or additions to any unit/dwelling, such as, but not limited to, satellite dishes, air conditioning units, security doors and burglar bars, fences, awnings, carports, and garden sheds shall be

of a standard design, approved by the Residential Management Association and the Ridgeside Management Association (RF) NPC.

5.2.6 Refuse management and the removal of refuse from the Residential Precinct.

5.2.7 Appropriate rules and measure regarding security within the Residential Precinct so as not to prejudice the security effort of the Ridgeside Management Association (RF) NPC.

6. SIGNAGE

6.1 Introduction

6.1.1 The control of signage is considered one of the prime factors in retaining the quality of the public environment and accordingly property values within the Ridgeside. No member shall permit any exterior signage of any description to be erected anywhere on the building or property save as provided for in these rules.

6.1.2 An infringement of signage rules is considered an infringement of the integrity of Ridgeside itself and its branding as well as of the rights of businesses and residents in the area.

6.1.3 Contraventions of signage rules are accordingly viewed in a serious light and will be dealt with severely by the Association.

6.1.4 These signage rules shall be read in conjunction with the Memorandum of Incorporation and the Development Manual and in the case of any conflict between the rules and those documents, the provisions of the Memorandum of Incorporation or Development Manual (as applicable) shall take precedence over the rules. The provisions of these rules shall at all times be subject to the signage bylaws of the local authority. Compliance with these rules shall not exempt any member from compliance with bylaws or other statutory provisions.

6.2 Penalties

6.2.1 Any member committing a breach of any signage rule contained in this Clause (6) shall be instructed to remedy such breach forthwith. Failure to comply with such instruction within a period of seven (7) days shall constitute a breach of this rule and render the member liable to a fine of R500-00 (Five hundred Rand) for each 7-day period or part thereof that he continues to be in breach of the rule. Should a member remain in breach for a period of more than three (3) weeks from the date of initial notification, the penalty shall increase to an amount of R500- 00 (Five hundred Rand) per day.

- 6.2.2 Fines shall be calculated monthly and issued as part of the levy invoice. Amounts outstanding in respect of fines imposed on any member shall be treated in the same manner as outstanding amounts in respect of levies.
- 6.2.3 Any infringement of this Clause (2) occurring within a period of two (2) months of a prior notice in respect of the same infringement shall be considered a continuation of the prior infringement, and penalties applied accordingly.
- 6.2.4 In addition to the imposition of a fine, the Association shall have the right to remove any sign erected in contravention of these rules and to recover the cost of such removal from the member concerned. The right to impose these penalties is without prejudice to the Association's rights in terms of the law, the Contract of sale or the Articles.

6.3 Erection of Signage Outside Property Boundaries

- 6.3.1 No member shall cause any sign, banner, flag or other similar item to be erected outside the boundary of his property, either on the property of another member, or of the Association or within the public roads and sidewalks within Ridgeside without first obtaining the written consent of the Association and (if applicable) the other member concerned.
- 6.3.2 The erection of any such sign without the required approval shall constitute a breach of this rule and render the member liable to the penalties described in Clause 6.2.

6.4 Permanent Signage

- 6.4.1 All members shall formally submit a signage policy for their property for approval by the Design Review Committee of the Association. Such signage policy shall be updated as required from time to time and all such updates shall similarly be submitted for approval by the Design Review Committee. All permanent signage to be erected on any building shall be submitted for approval to the Design Review Committee, which will consider such application in terms of the Development Manual and the approved signage policy.
- 6.4.2 The erection of any permanent sign without the prior written approval of the Design Review Committee shall constitute a breach of this rule and render the member liable to the penalties described in Clause 6.2. It should be noted that approval of the Design Review Committee is a requirement over and above the requirement for Local Authority approval of all signage.

6.5 Prohibited Signage

6.5.1 The following are prohibited forms of signage. Any member causing such signage to be erected on his property in any position adjoining or visible from any public area or area vesting in the Management Association, shall be guilty of contravening this rule and shall be liable to the penalties described in Clause 6.2.

6.5.2 Signage erected within window lines, whether painted onto the glass itself or separate signage applied to the glass.

6.5.3 Mobile trailer advertising

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

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

6.5.5 Acknowledging the need for new businesses to establish their presence in the area, the Association Manager may, on application, grant prior written permission for specified departures from this rule for a period not to exceed three (3) months from the date of commencement of trading by any new business (whether a member or its tenant) within Ridgeside.

6.6 Flags

6.6.1 The erection of flags is prohibited unless specifically approved by the Design Review Committee. In the event of such approval, 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 Association Manager is acceptable. In this regard it is specifically noted that the following are unacceptable:

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

6.6.2 The Association Manager may give notice to any member to remedy any contravention in respect of maintenance of flags and flagpoles in terms of this clause. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 6.2.

6.7 Estate Agent / Broker Boards

6.7.1 Boards erected by Estate Agents or Property Brokers shall comply with the following requirements:

6.7.2 Boards require the prior written consent of the member (land owner), a copy of which shall be forwarded to the Association Manager before signs are erected.

6.7.3 Not more than two (2) agents or brokers boards are permitted on any site

6.7.4 Maximum size shall be 2400 x 1200 mm

6.7.5 The boards shall be maintained parallel and plumb and in a clean, undamaged condition at all times and shall be erected in frames provided by the Association.

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

6.7.8 The Association Manager may give notice to any member to remedy any contravention in respect of Estate Agent / Broker boards. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 6.2.

6.8 Signage on sites under development

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

6.8.2 Position and detail of the boards require the prior written consent of the Association Manager.

6.8.3 Maximum size shall be 6000 x 3000 mm.

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

6.8.5 Boards shall be removed within two (2) weeks of first occupation of the building.

6.8.6 The Association Manager may give notice to any member to remedy any contravention in respect of Developer / Contractor boards. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 6.2.

6.9 Security Company Signage

6.9.1 Signage erected identifying any security company providing a security / response service to any member's property shall comply with the following:

6.9.2 Position and detail of the boards require the prior written consent of the Association Manager.

6.9.3 Not more than two (2) security boards shall be permitted per business/tenant on any site.

6.9.4 Maximum size shall be 450 x 450 mm.

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

6.9.6 The Association Manager may give notice to any member to remedy any contravention in respect of Security Company Signage. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 6.2.

6.10 Directional/Information Signage

6.10.1 Any miscellaneous directional/information signage erected on any property in Ridgeside in any position adjoining or visible from any public area or area vesting in the Management Association shall comply with the following requirements:

6.10.2 Position and detail of the signage require the prior written consent of the Association Manager

6.10.3 The signage shall be maintained parallel and plumb and in a clean, undamaged condition at all times

6.10.4 The Association Manager may give notice to any member to remedy any contravention in respect of Directional/Information signage. Failure to comply with such notice shall constitute a contravention of this rule and shall be subject to the penalties described in Clause 6.2.

7. USE OF SIDEWALKS

7.1 Use of Sidewalk in the Absence of a Use Agreement

Any member using any part of the sidewalk outside his property boundary in the absence of a formal Use Agreement with the Association shall be instructed to cease such activity forthwith. Failure to comply with such instruction shall constitute a breach, which shall be rectified by the member within a period of seven (7) days, failing which the member shall be liable to a fine of R500-00 (Five Hundred Rand) per day that he continues to be in breach of the rule. The right to impose the fine is without prejudice to the Association's rights in terms of the law, the Contract of sale or the Memorandum of Incorporation.

7.2 Use of Sidewalk in contravention of a Use Agreement

If in the opinion of the Association Manager, any usage of any sidewalk is in contravention of the terms and conditions of a Sidewalk Use Agreement entered into between the member and the Association, the Association Manager shall instruct the member to modify such usage to comply with the relevant use agreement. Notwithstanding any other rights that the Association may have in terms of the Use Agreement, failure to comply with such instruction within a period of seven (7) days shall constitute a breach of the Agreement and render the member liable to a fine of R500-00 (Five hundred Rand) per day that he continues to be in breach.

8 CONSTRUCTION

8.1 General construction provisions

- 8.1.1 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 Ridgeside development. To this end it is required that certain matters related to tendering and construction procedures are regulated by the Association.
- 8.1.2 Whether a negotiated or open tender, the nature of any construction tender is to be reported to the Association. The Association may require that an additional contract governing due performance be entered into between the member and the Association.
- 8.1.3 All construction work shall be subject to the Ridgeside Construction Environmental Management Plan (CEMP), which has been approved by the Department of Agriculture and Environmental Affairs (DAEA). The member shall be liable for ensuring strict compliance with such CEMP.

- 8.1.4 In the case of all developments and irrespective of tender procedures and the proposed appointment of a successful tenderer, it is required that the Association receives a full report on the successful tenderer and the position regarding bank guarantees. Where the successful tenderer's work is unknown to the Association, the Association Manager may require such contractor to apprise the Association of previous work.
- 8.1.5 In all instances a cash deposit to be determined by the Directors (currently set at R200 000.00 for mixed use and office sites, R100 000.00 for PUD sites and R30 000.00 for SR sites) [any interest to accrue to the Association] is to be lodged with the Association to cover fines imposed, damages to the public and semi-public domain, failure to comply with the Association's conditions of plan approval or to complete the contract satisfactorily. The Design Review Committee may require that the retention be provided before plan approvals are granted. The deposit shall be lodged before the site is handed over to the member for construction to commence and shall be retained for a minimum of three (3) months after the issuing of the completion certificate.
- 8.1.6 Where, in the opinion of the Association Manager, the risk of or actual damage to public infrastructure renders the standard deposit insufficient, the Association Manager may require an additional deposit to be lodged with the Association.
- 8.1.7 All construction work will be restricted to the following working hours:

Mondays to Fridays – 06:00 to 18:00

Saturdays – 08:00 to 13:00

Sundays and public holidays – no work will be permitted.

Failure to comply with the construction hours will result in a fine of R5 000.00 per occasion such cost to be deducted from the deposit paid in terms of clause 8.1.5.

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

8.2 Procedures before construction commencement

- 8.2.1 Prior to commencing any construction work, members are to furnish to the Association, for approval by the Town Manager, full particulars of the following:

- contractors' intended site establishment,

- arrangements for contractors' entrances, materials and plant storage,
- fencing and hoarding details,
- site office arrangements,
- any proposed encroachment by construction activities beyond the site boundaries and how these are to be managed
- security of the site and ensuring security for adjacent sites,
- contract and commercial signage
- confirmation and details of appointment of a Site Environmental Control Officer (SECO).
- site management procedures including provisions relating to hire of casual labour and to vendors supplying the on-site labour force
- drawings indicating the proposed position of cranes, the position of material delivery points and concrete trucks during pouring.

8.2.2 In addition, on commencement of construction and as construction proceeds, members shall furnish the Association Manager with updated copies of work programmes and sub contractors' responsibilities to enable the Association Manager to monitor progress and report back to the Design Review Committee.

8.3 Site demarcation and enclosure

8.3.1 For all sites, specific site demarcation and enclosure is required. The following provisions apply in this regard:

8.3.2 A 2,4m high (shutter board or IBR sheeting) hoarding shall be erected on the site boundary

8.3.3 Substantial, lockable gates shall be provided at approved access / egress positions

8.3.4 The hoarding and screening shall be painted and neatly maintained in a good condition free of posters, advertising, graffiti etc.

8.3.5 Should the Design Review Committee consider that special hoardings are required in any circumstances, including coverings over sidewalks and other areas where members of the public may be at risk from building activities, its decision shall be binding on the member, who shall ensure that all such requirements are complied with.

8.3.6 Unless issued with a permit from the eThekweni Municipality, a copy of which is to be lodged with the Management Association, permitting the

use of the parking bays adjoining the construction site, the hoarding is to be erected and maintained on the boundary line. Pedestrians are to be protected at all times.

- 8.3.7 Should such permit have been issued, then the hoarding is to be erected at the line of the kerb and the following conditions shall apply:
- 8.3.8 Any damage to the parking bays and/or any of the services shall be repaired, under supervision of the primary developer's engineers, for the account of the member.
- 8.3.9 The member shall, at his costs, arrange for the Management Association's landscape contractor to remove the existing trees, bag and store them for reinstatement once construction has been completed or protect, clean and water the trees in a manner acceptable to the Management Association's horticulturist.
- 8.3.10 Pedestrians are to have access past the site and are to be protected at all times.
- 8.3.11 In areas of road access servitudes, details of hoardings both above and to the sides of these areas must be submitted to and approved by the Design Review Committee prior to erection.
- 8.3.12 These rules shall be regarded as prescribing minimum requirements. Compliance herewith shall not absolve a member from compliance with any more onerous requirements that may arise from the CEMP or the local authority.
- 8.3.13 Failure to comply with the site demarcation and enclosure requirements will result in a fine of R5,000.00 per occasion such cost be deducted from the deposit paid in terms of clause 8.1.5.

8.4 Contract and development signage

- 8.4.1 Contract and development signage is to comply with the relevant signage rules included in Clause 6.8 above. The member shall acquaint himself with such rules and ensure that his professional team and contractors are made aware thereof. Members are encouraged to make use of the Ridgeside logo and branding. To this extent a suggested developer board layout is included in Annexure A hereto.

8.5 Miscellaneous construction provisions

- 8.5.1 The site shall be kept tidy and in a workmanlike condition at all times and building works, whether permanent or temporary, may not encroach onto any adjacent site or the public domain without the prior written consent of the Association Manager.

- 8.5.2 All building work / storage / delivery / offices are to be contained within the area of the site as defined by the boundary pegs.
- 8.5.3 The unloading and storage of building materials is only permitted on-site, within the hoarding and any materials unloaded outside of the hoarded area will become the property of the Ridgeside Management Association (RF) NPC and shall be removed and sold.
- 8.5.4 No street may be used for delivery, lifting, storage or handling of any equipment or material. Use of adjoining properties for delivery, lifting, storage, handling of any equipment or material or site offices will not be permitted without the written permission of the landowner, a copy of which is to be lodged with the Management Association.
- 8.5.5 No building or excavated material shall be dumped anywhere within Ridgeside or adjacent areas without the prior written consent of the Association Manager. Any building or excavated material dumped on adjoining streets and/or properties without consent is to be removed immediately and the area cleaned by the member, failing which the Association Manager will arrange for this to be done the cost of which will be for the member's account. In addition, the member will be fined an amount of R5 000.00 per occasion, such costs to be deducted from the deposit paid in terms of clause 8.1.5.
- 8.5.6 All landscaping and infrastructure surrounding the site, whether above ground (trees, paving, lampposts, signs, roads and sidewalks, etc.) or buried (services lines, irrigation, ducts etc.) shall be protected at all times. The member shall be responsible to ensure that his development team acquires all services layouts and prove all services before commencement of work. Owing to the fact that construction frequently takes place on zero building lines, members are specifically warned that lateral support structures will generally be required around basement or other excavations.
- 8.5.7 Any damage to any landscaping and/or infrastructure shall be immediately notified to the Association Manager, who will undertake necessary repairs to the account of the member. In addition, a fine of R5 000.00 per occasion will be imposed, such costs to be deducted from the deposit paid in terms of clause 8.1.5.
- 8.5.8 No water run off onto adjacent sites or public areas around the site shall be permitted.
- 8.5.9 Members shall implement steps to control wind blown dust generated from construction sites and mud / dust deposited on surrounding roads during construction to the approval of the Association Manager. In this regard:

- 8.5.9.1 Vertical screening to the full height of the building is to be erected and maintained on all exposed elevations of the development ahead of the casting of each level so that damage, dust and views into adjoining properties is controlled;
- 8.5.9.2 The member shall be responsible for removal of any building debris, including mud, sand, concrete and the like from the roads and for the cleaning of the road outside the designated building site. In this regard, the Management Association will provide, at the member's cost, two labourers per site to ensure that any foreign material deposited in the public road is immediately removed.
- 8.5.10 Any damage caused by the member, his contractors, sub-contractors or suppliers to the road surface bordering the site shall be made good by the member who may be required to resurface the entire block frontage from pedestrian crossing to pedestrian crossing to the requires specification and under the supervision of the primary developer's engineer, failing which the Association Manager will arrange for this to be done the cost of which will be for the member's account. In addition, the member will be fined an amount of R5 000.00 per occasion, such costs to be deducted from the deposit paid in terms of clause 8.1.5.
- 8.5.11 At the member's cost, existing irrigation water will be disconnected prior to site hand-over and reconnected on completion.
- 8.5.12 Any damage to adjoining properties shall be repaired / repainted / made good immediately the damage occurs and not left until the end of the contract.
- 8.5.13 The member shall employ at least one security guard for both day and night shifts for the period that the building is under construction and until occupation takes place. The security guard shall have communication to a response facility. It is recommended that the security guard is employed from the same service provider as the Ridgeside Management Association's service provider. To maintain a secure environment, the member shall ensure that continuous and adequate communication takes place between his security service provider and the Ridgeside Management Association's service provider.
- 8.5.14 For security purposes, the construction site shall, for the duration of the construction period, be illuminated after dark. The minimum requirement is that the ground level and all levels below ground level shall have adequate illumination to make it possible to walk through the area without additional illumination.
- 8.5.15 The Association may from time to time prescribe penalties applicable in the event of any of these construction provisions being transgressed. The

member shall be held responsible for the actions of all contractors, sub contractors and suppliers engaged in the construction works and shall be liable for the costs of any repair or fine arising from these provisions.

8.6 Completion and sign off

On completion of the contract, the Design Review Committee will carry out an inspection of the site and, if satisfied, issue a Certificate of Compliance in respect of the overall site. Such certificate is a prerequisite for official hand over or occupation of the building and for repayment of the retention noted in 8.1.5 above.

9 DESIGN REVIEW SUBMISSION FEES

9.1 Scrutiny fees

9.1.1 As provided for in the Development Manual, scrutiny fees shall be payable by any applicant seeking review of plans by the Design Review Committee. The full fee shall become due and payable before consideration of the plans at Site Development Plan stage and shall be as follows (Fees quoted exclusive of VAT):

9.1.1.1 Development size 0 to 10 000 m² – R125 for each 100 m² of bulk or part thereof, minimum charge R 15 000, 00

9.1.1.2 Development size over 10 000 m² – R25 000 + R75 for each 100 m² of bulk or part thereof for the portion over 10 000m².

9.1.2 The scrutiny fee described above shall entitle the applicant to five separate design review meetings / on site inspections. Any additional review required shall attract an additional charge of R4 000 per review session.

9.1.3 In the event of failure of any applicant to pay the fees before submission, the Association may refuse to consider the application or may elect to add the submission fee to the member's levy obligations.

9.2 Signage

A security fee of R1 000.00 (excluding VAT) shall be payable by any applicant seeking review and approval of signage by the Design Review Committee.

10 Fibre Service

Members and/or their tenants are strongly advised to select a Fibre to Office service provider who has existing Fibre infrastructure in Precinct 3. Should the Member and/or their tenant wish to make use of a service provider who does not own an existing Fibre Backbone in Precinct 3 and requiring the installation of a Fibre reticulation to the building, such Member will be required to lodge a Damage Deposit of R 200 000 in cash with the Management Association. Infrastructure damages incurred by the Association will be deducted from the Damage Deposit and the balance refunded to the Member on receipt of a written Completion Certificate from both the service provider and the Management Association's duly appointed person

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Revisions/amendments

November 2015	Rule 10 added
February 2018	Rule 9.1.1 amended [fees increased]
May 2018	Rule 5 amended from gated residential estates to residential precinct