



LA LUCIA RIDGE OFFICE ESTATE
MANAGEMENT ASSOCIATION NPC

MANAGEMENT RULES
AS ADOPTED/AMENDED AUGUST 1997
AMENDED MAY 2007
AMENDED SEPTEMBER 2022

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1. INTRODUCTION

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

- 1.2 Any Rules so made by the Directors from time to time are in terms of Clauses 8.7 of the Memorandum of Incorporation binding on all Members.
- 1.3 Any breach by a Member of the Clauses or the Management Rules may result in the Directors imposing a financial penalty against such defaulting Members as provided for in Clauses 8.5; similarly, a breach of the Clauses or the Rules by any person other than the Member who occupies any Member's land shall be deemed to have been committed by the Member and the Directors shall be entitled to take such action as they may deem fit against the Member concerned.
- 1.4 Members will also be responsible for any contravention of these Rules by any employee, contractor, invitee or any other person authorized to be in the office park 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 property in the Office Estate that the lessee shall be bound by the Clauses and Rules of the Association and that any breach of the Clauses 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 These Rules may be amended by the Directors of the Association by way of resolution, provided that such amendments shall be communicated promptly to Members in writing.

2. INTERPRETATION

- 2.1 In these Rules unless the context indicates otherwise all words defined in Clause 1 of the La Lucia Office Estate Management Association's Memorandum of Incorporation shall have such meaning in the context of these Rules.
- 2.2 Should any conflict exist between the provisions of these Rules and the Clauses, the provisions of the Clauses shall apply.

3. CONTROL OF VEHICLES

- 3.1 No person shall operate any vehicle on any road within the Office Estate at a speed in excess of 40 km per hour.
- 3.2 The Association may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to in Rule 3.1 above upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 3.3 No person shall operate any vehicle upon any place within the Office Estate other than a road, parking area or driveway.
- 3.4 All vehicles shall keep to the left-hand side of the road.

- 3.5 The Association may by means of appropriate signage give directions as to the use of roads or any portion thereof as it in its discretion may deem fit, provided that such signs shall insofar as possible be in accordance with the signs used on public roads in the Province of Kwa-Zulu Natal. Such signs shall have the same meaning as those used on public roads in the Province and failure by any person to obey the same and give effect to such meaning shall constitute a contravention of these Rules.
- 3.6 No person shall operate any vehicle at any place within the Office Estate unless they are the holder of a valid driver's licence issued under the provisions of the Road Traffic Act No. 29 of 1989.
- 3.7 The driver of any vehicle entering any office park within the Office Estate shall:
- 3.7.1 stop at the security control situated as any entrance to the office park and only enter the office park on being allowed to do so by the guard on duty provided that this provision will not apply where Members have been issued with a device by the Association enabling such Members to operate any vehicle access controls.
- 3.7.2 not permit the use by any unauthorised person of any device issued by the Association enabling the holder thereof to access any office park and generally abide by all requirements of any security company engaged in controlling security within the Office Estate.
- 3.8 Subject to the provisions contained in the Development Manual, no vehicle having a gross weight in excess of 7000 kg and a fixed length of more than 10 m shall be permitted to enter the Office Estate except with the prior written approval of the Association who may grant approval on such conditions as it may deem fit.
- 3.9 No person shall operate any vehicle on the Office Estate while he is under the influence of alcohol or any drugs, which may in any way impeded his ability to control such vehicle.
- 3.10 No person shall drive or ride on any road within the Office Estate in any such manner so as to constitute a danger or nuisance to any person or property within the Office Estate.
- 3.11 No person shall park, store or leave unattended vehicles in the Office Estate other than at a place properly set aside for such purpose and where appropriate within the area so designated on the surface for such purpose.
- 3.12 No helicopter or any other means of aerial conveyance may be flown or landed at any place within the Office Estate except with written consent of and subject to such conditions as may be laid down by the Association.

4. REFUSE

- 4.1 Removal of refuse shall be under the control of the Local Authority.
- 4.2 The Association shall by notice in writing to all persons concerned give directions as to:
 - 4.2.1 the type and size of refuse containers to be used;
 - 4.2.2 the placing of such refuse for collection.
- 4.3 It shall be the duty of every owner or occupier of the Office Estate to ensure that such directions given by the Association are fully observed and implemented.
- 4.4 No person shall keep any refuse within or outside his building except in the Containers aforesaid.
- 4.5 Containers shall not be kept in any place outside any building except such place as may be specifically set aside therefore or as may be approved by the Association from time to time.
- 4.6 Refuse bins shall only be washed inside the individual refuse bin storage areas it shall be the responsibility of Members to deliver and collect bins to and from the collection area on collection days.
- 4.7 Containers (bins) shall not be over filled, and lids should be securely closed.
- 4.8 Refuse bin areas outside of properties used during collection days shall be kept clean by the respective refuse bin (container) owners, at all times.

5. FLAMMABLE SUBSTANCES

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

6. LAKES, DAMS, PONDS, STREAMS AND FOUNTAINS

- 6.1 No person shall without the written consent of the Association take any fish, live bait, crustaceans or plants from any lake, pond stream or fountain on the Office Estate and then only subject to the conditions as the Association may impose.
- 6.2 No person shall pollute or permit the pollution of any lake, dam, pond, stream or fountain in the Office Estate, nor shall they discard any litter or any article of any nature whatsoever in such lake, dam, pond, stream or fountain.

7. OPEN SPACES

- 7.1 No person shall anywhere in the Office Estate disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, insect, reptile or bird.
- 7.2 No person shall light fires at any place upon the Office Estate other than a place designated for the purpose and approved by the Association and then subject to a proper fire area having been constructed at such place.
- 7.3 No person shall attempt to sell goods to other persons on the Office Estate whether it be by way of door to door selling, setting up of a store, spaza, shop or sales table, nor make any attempt to set up a business as a vendor within the Office Estate whatsoever.
- 7.4 No person shall discard any litter or any item of whatever nature in any place upon the Office Estate except in receptacles as provided.
- 7.5 No person shall enter the natural forest (as defined in the Memorandum of Incorporation) or the landscaped areas (jointly hereinafter referred to as “the open spaces”) except on designated paths and no vehicle or motorcycle shall be allowed access to these areas without the prior written consent of the Association.
- 7.6 The Association shall be entitled to prohibit access to any open space within the Office Estate should it be deemed desirable to do so for the purpose of preserving the environment.
- 7.7 Any such areas shall be suitably demarcated by the Association.
- 7.8 No person shall anywhere in the Office Estate disturb, collect any plant material whether living or dead save with the consent or on the instructions of the Association.
- 7.9 No person shall damage, destroy or remove any trees, plants, shrubs or flowers from the Office Estate.
- 7.10 Unauthorized tree cutting or removal may result in severe penalties.

8. LANDSCAPING

- 8.1 All landscaping and garden maintenance undertaken within the common areas and open spaces of an office park shall be undertaken by a contractor approved of in writing and working under the control of the Association.
- 8.2 All landscaping and garden maintenance undertaken within private properties of an Office Park shall be undertaken in accordance with the Development Manual and the original approved Landscape Plan for the property. All garden maintenance contractors or staff shall work under the control of the Member or

Tenant. The Association has the right to inspect and reasonably reject the level of landscaping and garden maintenance which the Member or Tenant will be obligated to remedy timeously and without fail.

9. SIGNAGE

9.1 Introduction

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 La Lucia Ridge Office Estate. No member shall permit any exterior signage of any description to be erected anywhere on the building or property save as provided for in the Rules.

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

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

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 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.

9.2 Approval

All signage is to be submitted to the Design Review Panel for approval prior to the manufacture or erection of such signage. A scrutiny fee, to be determined by the Design Review Panel and agreed upon by the applicant prior to scrutiny, may be payable by any applicant seeking review and approval of signage by the Design Review Panel.

9.3 Penalties

Any member committing a breach of any signage rule contained in this Clause (9.2) 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 for each 7-day period or part thereof that they continue 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 per day.

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.

Any infringement of this Clause (9.2) occurring within a period of (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.

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 Clauses.

10. GENERAL

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

10.2 Any damages to landscaping, irrigation and the built environment (street furniture, paving, etc) belonging to the Association shall be cleaned, repaired or replaced by the Association, the cost of which may be charged to the Member and/or respective vehicle owner.

10.3 Any sewerage, paint and other chemicals spillages may be cleaned by the Association and charged to the Member together with an appropriate fine.

11. IMPOSITION OF PENALTIES

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

11.1.1 in the case of an initial breach of the Rules by any person a fine of R500.00 may be imposed;

11.1.2 in the case of a second breach by any person of the Rules a fine of R1000.00 may be imposed;

- 11.1.3 in the event of any person breaching the Rules on three or more occasions a fine of R2500.00 may be imposed.
- 11.1.4 In the event of a severe breach of the Rules, the Board may convene and agree on a fine, whether a first offence or not, of R2500.00 with a doubling of this amount for any further breach of the Rules pertaining to the same or subsequent offence/s.
- 11.2 Any contravention of these Rules by any employee, contractor, invitee, lessee or any other person authorised to be in the office park by the Member shall for all purposes of these Rules be deemed to be a contravention by the Member.