



REVISION/VERSION: 20/03/2018

Blouberg Hills & Sandown Estates Big Bay Residential Estate HOA – ESTATE RULES

1.0 INTRODUCTION

Blouberg Hills & Sandown Estate has been designed to provide a comfortable and secure living environment and lifestyle for its residents. The intention of these rules is that of protecting and enhancing this lifestyle and the Estate environment. These rules are binding upon all owners, residents, visitors, service providers and contractors, as are decisions taken by the trustees in interpreting or enforcing these rules. The registered owners of properties are responsible for ensuring that members of their families, tenants, visitors, friends, deliveries, service providers and all their employees are aware of, and abide by, these rules. The trustees of Big Bay Residential Estate Home Owners Association (HOA) reserve the right to modify, amend, add to, or delete any of these rules from time to time.

This document should be read in conjunction with all the other documentation issued to purchasers including the relevant Design Guidelines for the Big Bay Precinct, the Constitution of the Big Bay Master Property Owners Association (BBMPOA), the Constitution of the Big Bay Residential Estate Home Owners Association, the City of Cape Town's Approved Indigenous Plant List and the Contractors Agreement, which stipulates the conditions under which construction may take place on the Estate.

Blouberg Hills & Sandown Estates 1 & 2 are private estates, which permits a higher degree of control over the living environment than would be the case in a normal suburb. The rules and structures in this document have therefore been agreed to and implemented to manage this environment and to exercise certain objectives including but not limited to construction procedures, access control and general on-site security. Notwithstanding the above however, all rules/bylaws/legislation of all the relevant City of Cape Town (CoCT) regulatory authorities are unequivocally applicable and enforceable within each estate, subject to the right of the Board of Trustees to improve on same.

Regardless of conditions of Breach applicable to each Clause below, at the discretion of the Board of Trustees <dependent on severity> the majority of penalties will only be applicable upon the 3rd related/similar incident, i.e. more often than not 1st & 2nd warnings are issued before a penalty is levied.

2.0 USE OF THE STREETS

a) Description

- (i) The speed limit is 20km/hr.
- (ii) The use of motorcycles, quad bikes, scramblers, motorised scooters, un-roadworthy and/or any vehicles with fluid (eg. oil) leaks or noisy exhaust systems are prohibited anywhere on the Estate.
- (iii) Only 'fixed axle' vehicles/trucks are permitted access to the Estate (i.e. no horse and trailer), with max. 9.1m length from axle to axle.
- (iv) Hooting at the entrance/exit, or anywhere within the estate is strictly prohibited.
- (v) All relevant rules/bylaws/legislation of all the relevant regulatory authorities with regard to road usage by vehicles and pedestrians are applicable on the private roads on the estate exactly as they are applicable on the public roads off the estate, including but not limited to road traffic signage, licensed vehicles and drivers, reckless driving and illegal parking, subject to the right of the Board of Trustees to determine different speed limits and other special conditions applicable to road usage within the estate.

b) Breach

Should a resident or a resident's visitor, service provider etc. not comply with the above rules a fine of R250.00 per transgression may be imposed on the homeowner by the HOA and the transgressing visitor may be escorted from the Estate.

3.0 NEATNESS, MAINTENANCE, APPEARANCE, CLEANLINESS & SAFETY

a) Description

Every homeowner and/or resident shall be responsible for:

- (i) Providing an aesthetically acceptable house number clearly visible from the road at all times;
- (ii) Landscaping and maintaining all the verge/s (area between the property boundary line/s & footpath/road) adjacent to his/her property;
- (iii) Ensuring that no excessive bare sand is visible within his/her streetscape and/or garden;
- (iv) Contacting the Estate Office for approval when contemplating modifying their streetscape and verges – because of the requirement that hard landscaping may not 'dominate' aesthetically;
- (v) Keeping his/her property in a clean, hygienic, sanitary, neat and attractive condition;
- (vi) Ensuring that garage doors are not left open unattended;
- (vii) Attending to the repair of broken gates, windows & doors or cracked/broken glazing within a period of five calendar days of his/her becoming aware thereof;
- (viii) Keeping his/her buildings & structures (incl. boundary walls, pergolas, all other external timber and metal) in good order and repair with regular maintenance;
- (ix) Ensuring that laundry or any other item that is, in the sole discretion of the board, aesthetically displeasing, may not be hung, placed, stored or left in or on balconies, walls, patios, windows, "stoeps", parking areas, carports or gardens so that it is visible from any road or POS; and
- (x) Ensuring that no dangerous, flammable or explosive material or substances not normally used in domestic applications shall be brought onto any property.

b) Breach

- (i) Should a resident not comply with any of the above a fine of R250.00 per transgression per day may be imposed on the homeowner by the HOA.
- (ii) The estate may appoint a Contractor to attend to the/each transgression and debit all costs incurred to the homeowner's account.

4.0 REFUSE REMOVAL & DUMPING

a) Description

- (i) Refuse and recyclable goods removal is undertaken by the local authority every Monday from 07h30. Only the standard municipal black 'wheelie' bins and clear plastic bags (for recycled goods) will be collected. Bins and any other refuse/recyclables possibly left behind by the local authority, have to be removed by the resident by 19h00 on the same day and stored/screened from view from any road or public open space until the following week's refuse collection.
- (ii) No resident, resident's agent and/or Contractor is allowed to dispose of any garden refuse, rubble, and/or excess of any kind on any other private and/or common property.
- (iii) Refuse bins need to be applied for by the homeowner from Blaauwberg Cleansing Department on contact number 0860 103 089. Cleaning of bins is NOT permitted on the road or road verge.

b) Breach

- (i) Should a resident not comply with the above rule/s a fine of R250.00 per transgression per day may be imposed on the homeowner by the HOA.
- (ii) In the case as described in paragraph 4.0 (ii) above, the Estate may appoint a Contractor to remove all such spoil for the homeowner's account. In addition, the homeowner will be fined R1000.00 per offence.

5.0 DOGS AND OTHER ANIMALS

a) Description

- (i) All dogs must be kept on a leash at all times when on common property and/or when 'outside', i.e. on one's own property but not behind a physical barrier preventing escape, eg. boundary wall. No resident shall permit their dog(s) to cause a nuisance to other residents, by for example continuous barking, escaping, or defecating on common areas or other residents' properties.
- (ii) Due to the procedures involved in reporting nuisance pets in contravention of specific CoCT bylaws (eg. excessive barking, roaming cats etc), residents affected by same need to lodge formal complaints directly with Metro Police. The extent of security's involvement with barking dogs will be to ensure there's no legitimate reason for them to be barking, eg. intrusion.

b) Breach

Should a resident not comply with the above rule/s a fine of R500.00 per transgression may be imposed on the homeowner by the HOA. If the offence re-occurs the fine amount may be doubled.

6.0 SIGNAGE, ESTATE AGENTS, SHOWING OF HOUSES, LETTING AND SELLING OF PROPERTY

a) Description

- (i) Unless supplied by the HOA and/or approved in writing by the HOA in advance of installation or display, no signage or advertising is permitted on any plot, house or common or public property.
- (ii) No Open Show Houses nor Open Hours permitted. Group and individual viewing by appointment only.
- (iii) In the case of letting of property: Along with copies of occupants' ID doc's or Passports etc, essential HOA documentation is also required to be completed by the Homeowner in advance of vehicular access cards being issued/re-activated, contact details being updated at the gates for visitor confirmation and the Tenant/s (incl. furniture/delivery vehicles etc.) being permitted entry to the Estate.

b) Breach

- (i) Should a resident or his agent/representative not comply with the above rule/s a fine of R250.00 per transgression may be imposed on the homeowner by the HOA.
- (ii) In addition, the offending agent may be prohibited from entering the Estate in future.

7.0 PAYMENT OF LEVIES

a) Description

Levies are due and payable by debit order on the first day of each and every month.

b) Breach

Interest of 4% above prime will be raised on all amounts in arrears.

8.0 SECURITY AND ACCESS CONTROL

a) Description

- (i) A central feature to the quality of life at Big Bay Residential Estate is security. The Estate is fully surrounded by electrified fencing on top of brickwork walling or palisade fencing, designed to deter unauthorised access to the Estate insofar as possible.
- (ii) An important element of a secure lifestyle is that of prevention and deterrence. Residents are requested to familiarise themselves with the security procedures which have been developed to manage the influx of people and vehicles with the minimum disruption whilst at the same time protecting the residents. From time to time changes may be made to some of these procedures and residents will be advised accordingly. Residents are reminded that they are fully responsible and accountable for the conduct of anyone to whom they grant access and for ensuring that they adhere to all the Estate Rules, incl. security procedures and requirements.
- (iii) Only the Estate's registered property owners (in good <financial> standing with the Association) and their immediate family and registered tenants/residents **<all permanently residing on the estate>** are permitted to use access cards/tags to gain access to the Estate.
- (iv) The use of an access card/tag to allow entry to ANY Contractor, Service Provider, or person not registered as the Estate's resident is specifically prohibited.
- (v) To expedite the access of regular visitors (eg. parents, shuttle service etc.) and service providers (NOT contractors!), a resident may request their details (or company name) be added to the 'Access Without Confirmation' list over their property. In essence this still requires the visitor or service provider to sign security's Access Register, but security needn't phone the resident for confirmation for access. BEWARE of using this means of access too freely though because you as the resident are fully responsible for this person and/or company whilst on the Estate if this is how they gained estate access ... whether or not they actually even came to you!
- (vi) Should a resident's access card be required for use by a long-term visitor, house-sitter etc, this MUST be recorded at the Estate Office, otherwise a 'temporary access card' facility of max. 30 calendar days is available via the Estate Office.
- (vii) Instead of issuing a verbal instruction to security (which is not permitted, for numerous reasons), a resident may/must record a written instruction in the Message Book at their guard house. This instruction is valid until midnight of that day only.
- (viii) Any resident not in possession of an access card/tag when entering the Estate, has to sign the relevant security register **at the VISITOR'S ENTRANCE**, so as not to unnecessarily delay residents with their access cards/tags or detain security from dealing with their other gate procedures.
- (ix) **TAILGATING** (illegal access/entry to the estate by either following directly behind a vehicle in front or simply driving through already open entrance gates without swiping an access card or signing in) by anyone is **strictly prohibited** and punishable by a R250 penalty for the Member's/homeowner's account, i.e. PLEASE inform all your visitors, deliveries etc. of this rule.
- (x) Only 'fixed axle' vehicles/trucks are permitted access to the Estate (eg. no horse and trailer), max. 9.1m length from axle to axle.
- (xi) All residents, homeowners, visitors, service providers, contractors, deliveries, domestic workers, estate agents etc. are required to comply with all reasonable requests made in this document or by the Board, estate employees and security personnel to ensure that good security measures and procedures remain in place and are adhered to, eg. Handing out/Dropping off pamphlets or walking 'door to door' <eg. for marketing purposes etc.> etc. is strictly forbidden.
- (xii) Contractors, Service Providers, Delivery/Removal Personnel etc. (and all their employees) **may not walk on the Estate** (beyond the specific property for which they were granted entry), the penalty for which is **R1200.00** per person. Refer clause 10.0 a) (v) below for the only exception.
- (xiii) **Again:** It is the resident's responsibility (not security's) to inform everyone <coming to their property> of the Estate Rules, since the resident is fully responsible for anyone for whom they've granted access, by whatever means, for the full duration of their stay/visit on the Estate.

b) Breach

- (i) Any contractor, service provider or visitor not adhering to this regulation may be removed from the Estate.
- (ii) In addition, the relevant property owner may be fined up to R1000.00 per transgression, with the exception of points (viii) & (xi) above.

9.0 REMOVAL OF ALIEN VEGETATION

a) Description

- (i) Property owners must ensure that their properties (incl. their verges) are free of weeds and alien vegetation (refer City of Cape Town's Approved Plant List for limited species permitted).
- (ii) Property owners are required to take appropriate steps to ensure that no accumulation of soil occurs on their paved areas, or Estate roads and/or sidewalks, eg. as a result of surface erosion.

b) Breach

- (i) Should a resident not comply with this regulation, an outside Contractor may be appointed by the HOA and the costs thereof claimed from the property owner and/or...
- (ii) The homeowner may be fined R500.00 per week (or part thereof) until satisfactory rectification.

10.0 WORK ON THE ESTATE AND APPOINTMENT OF CONTRACTORS

a) Description

- (i) For the purposes of this document, the following definitions apply:

"Contractor" is defined as any person performing any work of any kind anywhere on the Estate, including Service Providers, eg. garden & pool service etc. This excludes "Handyman" as described below.

"Handyman" is defined as any resident or person directly employed by a resident (maximum 2 non-residents), for the purposes of small, unobtrusive maintenance work strictly within the boundaries of the resident's property only.

- (ii) All Contractor work is regulated and subject to the Estate Building Rules. When appointing a Contractor, all Residents are required to inform the Estate Office.
- (iii) Once appointed by a Resident, Contractors (& residents) are required to enter into a Contractors Agreement with the HOA, co-signed by the property owner. The agreement is designed to regulate the activities and conduct of Contractors within the estate. We highly recommend Residents also have their Service Providers and Handyman sign this agreement!
- (iv) Unless described otherwise elsewhere in this document, Handyman work is regulated and subject to the Estate's Contractors Agreement.
- (v) A Handyman, Contractor, Service Provider etc. may only walk on the Estate (eg. directly to and from the gates) IF accompanied/escorted by a resident 16yrs or older (not a domestic or gardener etc). The penalty for walking unaccompanied on the Estate is R1200.00 per person!
- (vi) By appointing a Handyman or Contractor, the Resident/Homeowner accepts full responsibility for the Handyman/Contractor's adherence to both the Estate Rules and the Building Rules.

b) Breach

- (i) A Contractor may be denied access to the Estate without a signed Contractors Agreement for works exceeding 6 days in total.
- (ii) Any Resident assisting and/or allowing a Contractor <illegal> access to the Estate in breach of the Estate Rules may be fined up to R1000.00 per transgression.

11.0 DOLL HOUSES, AIRCONS, GARDEN SHEDS, JUNGLE GYMS, WATER TANKS, SHADE CLOTH & NETTING

a) Description

- (i) No timber buildings eg. Wendy houses and/or large sheds (excl. doll houses) are permitted.
- (ii) All Aircon Units, Doll's Houses, 'plastic' Garden Sheds, Netting, Screening, Jungle Gyms, Water Tanks (incl. pipes leading/diverted thereto) and **any** other external works and structures have to be approved by the HOA (and possibly affected neighbours – dependent on size and location of the proposed) prior to installation/erection.
- (iii) All applications must be done in writing (incl. a picture of the proposed) and must clearly indicate the size & positioning and the degree of visibility of the proposed.
- (iv) The use of shade cloth, netting and any other material which may, at the HOA's discretion be to the aesthetic or of any other detriment to the Estate, in any areas visible from the roads and/or common areas, is prohibited.

b) Breach

The homeowner of the property found in transgression may be fined R500.00 per week (or part thereof) until full rectification.

12.0 BOATS, TRAILERS, CARAVANS & COMMERCIAL VEHICLES

a) Description

Caravans, boats, jet-ski's, trailers etc. have to be stored and/or parked **inside** the homeowner's property behind <for example> a closed gate, totally screened off from view of all public places and roads from 16h00 Mon. – 16h00 Thurs. Due to the estate's close proximity to leisure facilities, the above-mentioned vehicles may be visible from 16h00 Thurs. – 16h00 Mon. (or the same times on alternate week days before or after a long weekend or public holiday) on condition they're not only located totally within the confines/ boundary lines of the private property in question, but that they're also in very good visual condition. Notwithstanding the above, i.e. regardless of whether 'over a weekend' or not, <with prior approval from the HOA> said vehicle/s may also be visible on the estate for a maximum of 4 consecutive days (96hrs). Any other 'hitched apparatus', trailers, commercial and/or 'branded' vehicles may not be visible on the estate at any time out of Work Hours (refer clause 13.0 below) without written approval, regardless of visual condition.

b) Breach

The homeowner of the property in transgression may be fined R500.00 per offence.

13.0 WORK HOURS

a) Description

Excluding 'domestic' deliveries (eg. plants, furniture etc.) to, and removals from homes (which holds no restrictions), and gardeners (who must comply with Mon. – Fri. times below and may also work 08h00 – 17h00 Sat, Sun. & public holidays), any construction related deliveries, removals or work of any 'service provider' (eg. garden and pool servicing) nature whatsoever performed on the Estate by any non-resident is restricted to the following times:

- Monday to Friday (business days) : 07h00 – 17h00 (Exit Estate by 17h30)
- Saturdays (excl. Public Holidays) : 08h00 – 13h30 (Exit Estate by 14h00)
- Sundays & Public Holidays : No construction/building/renovation-related work or deliveries/removals permitted.
- December/January 'builders holidays', as determined annually by the HOA : No construction/building/renovation-related work permitted, other than regular pool and garden service providers.

Exceptions to above:

- i) Life and/or property threatening emergencies, such as burst geysers, leaking sewer or water pipes, electricity issues etc. only.
- ii) Saturdays only (not Sundays, December/January 'builders holidays' and Public Holidays), Handymen as defined in paragraph 10.0 above may (only by prior arrangement with the Estate Office) leave the Estate by 17h00 latest, provided they are accompanied to the exit by a resident, whether said Handyman is driving or on foot.

b) Breach

The homeowner of the property in transgression may be fined R500.00 per offence, failing which penalised as per the Contractor's Agreement.

14.0 CITY OF CAPE TOWN ZONING SCHEME

Except for double/second dwellings which are not permitted on the Estate, all other requirements of the City of Cape Town's Zoning Scheme are to be adhered to on the Estate and members' freehold properties (Single Residential Zone 1) with regard to *Primary Use* (dwelling house), *Additional Use* (home enterprise/occupation), and *Consent Use* (eg. guest house). All requirements of *Additional Use* rights (eg. on-site parking, max. employees etc.) must be fully complied with and homeowners/members wishing to implement any *Consent Use* must make official application to the relevant authorities and the HOA, and approval must be granted before any such *Consent Use* will be permitted.

15.0 CONTACT DETAILS AND TELEPHONE NUMBERS

A maximum of 4/four contact telephone numbers can be programmed into the communication/intercom system (home/landline number always first) to enable security at the guardhouse to contact the homeowner/resident for confirmation for entry for visitors, deliveries, service providers etc. NO CONFIRMATION, NO ENTRY! Upon becoming a permanent resident on the Estate, landline numbers must be supplied, with mobile phone numbers for emergency use only. Security's hard copy Contact Lists at the gates (which excludes the actual contact numbers, i.e. they dial a 3 digit code) and the communication/intercom system are updated at 12h00 every Friday only. The onus rests solely on residents and/or homeowners to periodically confirm and/or update all contact details with the HOA via the Estate Office, and all correspondence sent to the most recent email address the homeowner has supplied the HOA over his/her property is considered delivered after 48hrs.

16.0 DOMESTICS & GARDENERS

Details of domestics and gardeners (incl. copy of RSA ID doc. or similar and equal approved) must be supplied to the security supervisor who will take a photograph and <within max. 7 working days> issue an appropriate photo ID card/tag for entry into the estate, for permanent visible display whilst said worker is on the estate. Until said identity tag is applied for, the resident will be phoned for verification for each and every access.

Please provide your domestic or gardener with a letter or inform the Security Control Room timeously if you give him/her something <sizeable> to take home (as we don't ordinarily search their 'personal' bag unless requested to), otherwise security will have to phone you for permission for said property to leave the estate and if you're unable to answer/confirm it could result in your help either missing their transport, or having to leave the gift behind for now.

17.0 PENALTIES AND FINES

a) Description

All requests for relaxation or waiver of penalties must be received within max. 7 (seven) calendar days of original electronic issue thereof, failing which they will reflect on the homeowner's statement/account for payment, or authorisation for settlement via debit order.

b) Breach

Interest of 4% above prime will be raised on all amounts in arrears.

18.0 ENFORCEMENT OF RULES & INSTRUCTIONS

a) Description

All Home Owners, Residents, Visitors, Contractors, Sub-Contractors, Service Providers, Agents, Workers, Delivery Personnel and/or any other persons entering the Estate are obligated to comply with all the Rules as described in this document and to fully co-operate with the Estate Manager, Security and/or the HOA Trustees in their effort to enforce security. As it's impossible for Security to educate every entrant onto the Estate, the onus rests solely on the Resident to inform their Visitors, Contractors, Sub-Contractors, Service Providers, Agents, Workers, Delivery Personnel and/or any other persons entering the Estate of the Estate Rules.

b) Breach

Anyone not complying with the above may result in the applicable penalty/fine being levied against the property of the relevant homeowner/Member of the Association, failing which a penalty/fine of up to R1200.00 per transgression may be imposed.

19.0 PROCEDURES FOR BUILDING/RENOVATIONS/ALTERATIONS

Below is the procedure when contemplating any home renovations/alterations on property on the Estate, in order to eliminate any possible deviations from previously approved drawings and/or the Big Bay Residential Estate Design Guidelines.

- 19.1 1 Copy/Set of plans drawn by an architect/designer/technologist registered with SACAP, with details of all proposed building elements and structures, is to be submitted to the Estate Office at Blouberg Hills Estate for plan scrutiny comparison with the Big Bay Design Guidelines by the Big Bay Architectural Review Committee (BBARC).
- 19.2 A scrutiny fee of R1200.00 for new plans and R600.00 for renovations/alterations, payable to Big Bay Residential Estate HOA needs to accompany the drawing submission, along with an email address for the architect/designer.
- 19.3 Irrespective of the above, a refundable Verge Deposit of R5000.00 and a non-refundable monthly Contractor's Levy (currently R500.00) must be paid to the HOA before **any** work commences on site in excess of 6 work days, eg. Mon. – Mon.
- 19.4 After the plan submission (2 copies/sets) has been approved by the Big Bay ARC, the property owner still needs to submit the drawings to the City of Cape Town, Building Development, Municipal Offices, Pienaar Rd, Milnerton, for approval and a colour, scale, hard copy of same provided to the HOA in advance of commencement on site.
- 19.5 The Property Owner will need to appoint a "responsible" person to sign all the necessary documents with the Estate and be introduced by the Estate Manager to all the building rules and regulations of the Estate. Said responsible person is accountable to ensure all Council and/or Estate Rules are complied with.
- 19.6 When all the above requirements are met, the contractor may proceed with <only> the approved building activities on that particular property. No building activities may commence without the above and also remember approved Council/Local Authority plans are only valid for 1 year from the date of their approval.
- 19.7 At the end of the project an inspection needs to be requested from Estate Management and the Architectural Review Committee/Trustee of the Building & Environment Portfolio to ensure that the Contractor and Property Owner has complied fully with the approved drawings and/or original scope of works. Finally, a HOA Completion Certificate will be issued, at which time the monthly Contractor's Levy will cease & the Verge Deposit refunded less any possible deductions. It is imperative that the Owner receives the HOA Completion Certificate as this is a requirement when <ultimately> selling the property.
- 19.8 'Minor Works' such as (but not exclusive to) painting, paving, aircon units, satellite dishes, pergolas, landscaping, carpentry, repairs & maintenance, heat pumps, solar panels, pool heating, external conduits etc. (anything exceeding 6 days on site) also requires completion of a Contractor's Access Permit, payment of the above-mentioned Verge Deposit and monthly Contractor's Levy, and also written approval by the HOA in advance of commencement **and** after project completion, in order to cease said monthly levy and refund the verge deposit, less any possible deductions.
- 19.9 Works not fully completed and signed off (Completion Cert. Issued) by the HOA within 12 calendar months of original commencement will result in the property in question being charged a monthly Building Period Penalty (BPP) Levy, which is currently 4x the monthly homeowner levy! The BPP will also cease upon compliance with point 19.7 above.

NB: At all times the Big Bay Design Guidelines, the HOA's Contractors Agreement and all other doc's applicable to construction/renovation and maintenance procedures incl. security requirements, must be adhered to. In advance of planning home improvements or renovations of any scale we advise home owners/members to consult with the Estate Office to determine all requirements beforehand.

20.0 RULES REGARDING SOCIAL FUNCTIONS AT RESIDENTIAL PREMISES

- 20.1 A Resident planning a function at home which might affect parking must notify the Estate Office at least one/1 week in advance to ensure that the process can be managed properly in terms of the Estate Rules and Security Procedures. Personally notifying one's neighbours is also recommended to avoid potential conflicts on the day.
- 20.2 The above-mentioned Resident must preferably provide the Estate Office with a 'window' of access/time during which all visitors to his/her property may be granted access, failing which a list of the invited guests, at least 24 hours before a function, to not only facilitate access for guests and to prevent uninvited guests being admitted (thus ensuring the safety of you and your family), but also so security can inform potential parking/noise complainants of said function/party.
- 20.3 The Estate Management along with the Board of Trustees reserves the right to reject the above-mentioned application for a function should they be of the opinion such an occasion may cause unreasonable disruption to the residents, or compromise security. When it is not possible to give 7 days' notice or obtain all the neighbours' consent, Estate Management must be contacted as soon as possible (during office hours) for approval.

A breach of the above rule/s may result in a penalty of R1000.00.

21.0 NOISE/DISTURBANCE/NUISANCE

- 21.1 The level of any music played should be limited so as not to cause a nuisance or disturbance to other residents.
- 21.2 No loud music or noise is permitted after 22h00 on Sunday – Thursday evenings and no loud music or noise is permitted after midnight (24h00) on Friday and Saturday evenings only. Abusive or foul language of any type is not permitted at any time. Failing to comply, upon receipt of a complaint, security will request that you immediately reduce the noise level which will result in the application of the conditions of breach below and similarly for every single subsequent time further complaints need to be responded to, i.e. multiple penalties could result on the same night. Security will also lodge a complaint with the South African Police/Law Enforcement.
- 21.3 No fireworks/firearms/pellet guns/catapults/bow and arrows or any other weapons may be used on the Estate, unless for protection purposes.

A breach of the above rule/s will result in a penalty of R1000.00 every single time security has to visit the premises to request compliance, whether or not the resident opens the door/gate.

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