



REVISION/VERSION: 2020/03/23

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 for residents and/or homeowners 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) Pedestrians enjoy precedence on our estate roads, i.e. vehicles must exercise caution and yield to all pedestrians.
- (iii) The use of motorcycles, quad bikes, scramblers, motorised scooters, un-roadworthy and/or any vehicles with fluid leaks (eg. oil) or noisy exhaust systems are prohibited anywhere on the Estate.
- (iv) 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.

- (v) Hooting at the entrance/exit, or anywhere within the estate is strictly prohibited.
- (vi) Parking bays in front of, next to and behind estate gatehouses (incl. parking at Blouberg Hills roundabout/circle) are strictly for HOA business, but upon request permission may be granted by the HOA for temporary use by residents, eg. overflow of vehicles from a party at one's home.
- (vii) Except for point (ii) above, 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 exercise/stipulate different speed limits and other special conditions applicable to our private 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, HEALTH & SAFETY

a) Description

Every homeowner and/or resident shall be responsible for:

- (i) Landscaping and maintaining all the verge/s (area between the property boundary line/s & footpath/road) adjacent to his/her property;
- (ii) Ensuring that no excessive bare sand is visible within his/her streetscape and/or garden;
- (iii) Keeping his/her property in a clean, hygienic, sanitary, neat and attractive condition;
- (iv) Keeping buildings & structures (incl. boundary walls, pergolas, all other external timber, metal etc) on his/her property in good order and repair with regular maintenance;
- (v) Providing an aesthetically acceptable house number clearly visible from the road at all times;
- (vi) 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;
- (vii) Contacting the Estate Office for approval when contemplating modifying their streetscape and verges – because of the requirement that hard landscaping may not 'dominate' aesthetically;
- (viii) Ensuring that garage doors are not left open or ajar unattended between the hours of 18h00 – 07h00 ... although the HOA recommends they're always left closed for security reasons;
- (ix) Covering generators and pumps (eg. pool, borehole etc) to minimise noise. Further sound suppression/dampening equipment etc. may need to be installed if deemed necessary by the Board of Trustees;
- (x) 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;
- (xi) Ensuring that no dangerous, flammable or explosive material or substances not normally used in domestic applications shall be brought onto any property; and...
- (xii) Refer point 6.0 a) (iv) below.

b) Breach

- (i) Should a resident not comply with points (i) – (v) above within 14 days (2 weeks) of correspondence sent by the HOA a fine of R250.00 per transgression per day may be imposed on the homeowner by the HOA.
- (ii) Should a resident not comply with points (vi) – (x) above immediately, a fine of R250.00 per transgression per day may be imposed on the homeowner by the HOA.
- (iii) The estate may appoint a Contractor to attend to the/each transgression and debit all costs incurred to the homeowner's account + a R500 HOA admin. fee.

4.0 REFUSE REMOVAL & DUMPING

a) Description

- (i) Refuse and recyclable goods removal is undertaken by the local authority every Monday from 07h00. Only the standard municipal black 'wheelie' bins and clear plastic bags inside the mandatory HOA approved green wheelie bins (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 18h00 on the same day and stored/screened from view from any road or public open space until the following week's 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) Black refuse bins need to be applied for by the homeowner from Blaauwberg Cleansing Department on contact number 0860 103 089 and green recycling (wheely bins only) from the HOA. 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 and per bag 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 pet(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.
- (iii) For numerous good reasons all pets are required to be registered with the HOA, along with a recent picture. Not only will this ensure your lost pet is returned home quicker, but <dependent on the severity of the incident> owners of registered pets will also not be subject to the terms of 'Breach' below, for the 1st & 2nd offences/escapes only.

b) Breach

Should a resident not comply with rule (i) immediately above, a fine of R500.00 per transgression/pet 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, LETTING (incl. AirB&B etc) 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, common or public property.
- (ii) No Open Show Houses nor Open Hours permitted. Group and individual viewing by prior appointment with the Homeowner only.

- (iii) In the case of letting of property, **short or long term:** Along with copies of occupants' ID doc's or Passports, mandatory HOA documentation is required to be completed by the Homeowner and Tenant/s BEFORE the homeowner may issue the tenant a pin/code, BEFORE furniture, vehicles etc. may be delivered/granted estate entry and BEFORE the HOA commences fingerprint/biometric take-on, contact details being updated at the Security Control Room for telephonic confirmation for deliveries, possible issuing of RFID/windscreen tags, or passwords required for access to the Estate's Visitor Register (VR) Manager.
- (iv) On rented/tenanted homes it is an HOA requirement that the homeowner/Member personally signs contracts with garden and pool companies/service providers instead of leaving the full responsibility for external maintenance up to their tenant.

b) Breach

- (i) Should a resident or his agent/representative not comply with the above rule/s a fine of R250.00 per person per day 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. In addition to 24/7 guarding, armed response and CCTV, the Estate is fully surrounded by IR beams, on top of electrified fencing, on top of brickwork walling or palisade fencing, on top of a concrete anti-dig foundation; all 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), their immediate <resident> family, registered tenants/residents and VIP visitors are permitted to use fingerprint/biometric access to gain entry to the Estate.
- (iv) Only the Estate's registered property owners (in good <financial> standing with the Association), their immediate <resident> family and registered tenants/residents are permitted to use RFID windscreen tags to gain entry to the Estate.
- (v) Using their Host ID & Host Password (both available from the Estate Office), via their PC, Mac, tablet, mobile phone etc. permanent residents may personally grant Trusted Visitors and Contractors/Service Providers estate access via our Visitor Register (VR) Manager Web Portal. BEWARE of using this means of access too freely though or divulging your confidential Host details to anyone else, because you as the resident/homeowner are fully responsible for this person and/or company whilst on the Estate if this is how they gained access ... whether or not they actually even came to you!

- (vi) **Trusted Visitors:** Upon arrival at the estate the pin/code supplied to a Trusted Visitor by a resident (via SMS) may be input on the keypad in the visitor's lane/entrance only (not the resident's lane) and input again on the exit lane's keypad for egress from the estate.
 - (vii) **Resident's Service Providers/Contractors:** Upon arrival at the estate the QR code supplied to a Service Provider/Contractor by a resident (via email) must be presented to security (hard copy or on mobile device) along with the driver's current RSA Driving Licence. The Security Officer will scan both items to our cloud via his handheld device. Assuming the HOA has previously loaded their biometric profiles, passengers/staff need to disembark the vehicle and enter the estate via the pedestrian turnstile, failing which they all first need to report to the estate office (with proof of identification) for individual take-on. Upon exit, the driver must just present his QR code to security again (licence not necessary) and passengers/staff must disembark the vehicle and exit the estate via the pedestrian turnstile. Due to 'anti-passback', staff who never exited the estate via the turnstile the previous time, will not be granted entry by the turnstile next time. QR codes are MANDATORY for works exceeding 6 days in a 30 day period, i.e. when a resident is also required to commence payment of the monthly 'Contractor Levy'. Refer clause 19.3 below
 - (viii) **Service Providers/Contractors registered with the HOA:** Ditto passenger/staff procedures in (vii) above, with the exception that the driver (and vehicle) will enter and exit the estate by using his/her fingerprint instead of a QR code.
 - (ix) Instead of issuing a verbal instruction or request to guard house 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.
 - (x) Unless we're experiencing a problem with the access control system, any resident whose fingerprint or RFID tag isn't working is required to enter the estate via the visitor's lane/entrance and wait for security to call/phone for confirmation for access, even it means security phoning that very resident.
 - (xi) **TAILGATING** (illegal access/entry to the estate by either following directly behind a vehicle in front or simply driving through already open entrance gates) by anyone is **strictly prohibited** and punishable by a R250 penalty for the homeowner's account, i.e. PLEASE inform all your visitors, service providers, deliveries etc. of this strictly enforced rule.
 - (xii) Only 'fixed axle' vehicles/trucks are permitted access to the Estate (eg. no horse and trailer), max. 9.1m length from axle to axle.
 - (xiii) 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 and/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.> is strictly forbidden.**
 - (xiv) 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.
 - (xv) **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 (xi) & (xiv) above.

9.0 REMOVAL OF ALIEN VEGETATION

a) Description

- (i) Property owners must ensure that their properties (incl. their verges) are free of weeds, excessive bare sand and alien vegetation (refer CoCT'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, verges, Estate roads and/or sidewalks, eg. due to 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's 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, SHEDS, JUNGLE GYMS, SHADE SAILS, WATER TANKS, NETTING ETC.

a) Description

- (i) Timber buildings eg. Wendy houses and sheds are not permitted.
- (ii) All Doll Houses, 'plastic' Garden Sheds, Aircon Units, Netting, Screening, Shade Sails, Jungle Gyms, Enclosures for Irrigation or Water Filtration Units, Water Tanks (incl. pipes leading/diverted thereto) and **any** other external works incl. affixed installations have to be approved by the HOA (and possibly affected neighbours – dependent on size and location of the proposed) prior to professional installation/erection.
- (iii) All applications must be done in writing (incl. a colour picture of the proposed) and must clearly indicate the size, height, fixing, extent, location and 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, vehicle deemed 'unattractive' by the Board of Trustees, 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 day.

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/landscaping-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), a Handyman as defined in paragraph 10.0 above may (only by prior arrangement with the Estate Office) leave the Estate by 17h00 latest.

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 first to the HOA and if approved, then to the relevant authorities and approval/s must be granted in writing before any *Consent Use* will be permitted by the HOA.

15.0 CONTACT DETAILS AND TELEPHONE NUMBERS

A maximum of 4/four contact telephone numbers can be programmed into security's intercom system (home/landline number always first), which enables security to contact the homeowner/resident for verbal confirmation for entry for deliveries and service providers only. NO CONFIRMATION, NO ENTRY! For confidentiality reasons Security Control Room's Contact List excludes residents' actual contact numbers, i.e. the security officer dials a 4 digit code pre-programmed by the HOA. 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 because all correspondence sent to the most recent email address and/or mobile number the homeowner has supplied the HOA over his/her property is considered delivered after 48hrs. In order to receive important (possibly emergency) HOA communications and updates via WhatsApp Broadcast, residents are responsible for saving the Estate Office's mobile phone number <currently + 27 (0)71 805 1746> into their personal Contacts on their mobile phones.

16.0 RESIDENTS' STAFF INCL. DOMESTICS & GARDENERS

Pedestrians are not permitted to enter or exit the estate via/through the guardhouse, i.e. residents' staff, friends on foot etc. who are not pre-loaded on the fingerprint/biometric system via the Estate Office will need to be collected from outside the estate for entry **and** dropped off outside the estate again for exit, by a resident 16yrs or older. Unless advised otherwise by a resident, Live-Out Staff can only enter and exit the estate via the pedestrian turnstile and **is**

subject to Anti-Passback, i.e. will be unable to gain access to the estate again if <the system deems> he/she hasn't left the estate! Remember therefore that if you drive your domestic/gardener to the bus stop in the afternoon, he/she will need to get out of your car at the gatehouse, exit the estate via the turnstile and get back into your car on the outside of the estate.

Please provide your domestic or gardener with a letter for gatehouse security or inform the Security Control Room timeously (021 554 1430) if you give him/her something <sizeable> to take home (which won't fit through the pedestrian turnstile), otherwise the security officer will have to phone you for permission to open the vehicular exit gate for your employee and if you're unable to answer/confirm it could result in your help either missing their transport, or having to return the gift to your home for now.

17.0 PENALTIES/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 (INCL. EXTERNAL PAINTING)

Below are the mandatory procedures to be followed (in part or in full, dependent on proposed scope of works) 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, incl. the approved colour palette.

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 review comparison with the Big Bay Design Guidelines and previous approved drawings by the Big Bay Architectural Review

Committee (BBARC). This submission/drawing MUST be accompanied by the author's email address for communication purposes.

- 19.2 A plan review fee of R2000.00 for new plans and R600.00 for renovations/alterations is payable to Big Bay Residential Estate HOA.
- 19.3 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 deliveries to property and/or before any work commences on site in excess of 6 work days total in a 30 day period.
- 19.4 After the plan submission (2 copies/sets) has been approved by the Big Bay ARC (who retains 1 HOA approved copy/set), the homeowner still needs to submit the drawings to the City of Cape Town, Building Development, Municipal Offices, Pienaar Rd, Milnerton.
- 19.5 Once approved by the CoCT a colour, scale, hard copy <set> of all the drawings must be provided to the HOA in advance of commencement on site.
- 19.6 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.
- 19.7 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.
- 19.8 At the end of the project an inspection MUST 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.
- 19.9 '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. (and 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.
- 19.10 EXTERNAL PAINTING: Contact the Estate Office for the Approved External Colour Range/Palette. Paint finish must be Matt (not gloss) and colours sandy/earthy/muted in hue. Whites/Light colours & yellows, greens, greys, etc. are prohibited. Provide min. 1x1m sample panels of your preferred colours timeously <preferably 1 sample in sun and 1 in shade> for HOA approval BEFORE PROCEEDING, failing which the Contractor/s will be denied re-entry onto the Estate until 'problem' finishes and/or colours are resolved with the HOA. As per point 19.9 above, contact the HOA/Estate Office to inspect and sign off the job, failing which the monthly contractor levy will continue to run.

- 19.11 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 19.9 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 PROCEDURES FOR BOREHOLES

a) Description

Below are the mandatory procedures when contemplating a borehole on one's property, i.e. BEFORE a resident permits the contractor access onto the estate for delivery or drilling purposes:

- 20.1 Provide contractor with Estate's Contractor's Agreement (available from HOA) and advise that borehole must be located wholly on private property, i.e. not common property eg. verge, POS etc;
- 20.2 Return signed/completed Contractor's Agreement to Estate Office;
- 20.3 Inform Estate Office of proposed start date;
- 20.4 At the end of the project an inspection needs to be requested from Estate Management to ensure that the Contractor and Property Owner has complied fully with terms of the Contractor's Agreement (incl. cleaning <and possible reinstatement> of site, road, verge etc.), failing which works exceeding a total of 6 days will be subject to the monthly Contractor Levy (currently R500).
- 20.5 Works not fully completed and signed off 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 20.4 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 homeowners/members to consult with the Estate Office to determine all requirements beforehand.

b) Breach

- (i) A Contractor may be denied access to the Estate without a signed Contractors Agreement.
- (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.
- (iii) Cleaning (and possible reinstatement) of site, road, verge etc. will be calculated as part of project duration, i.e. total works exceeding 6 days will be subject to monthly Contractor Levy.
- (iv) Disregard of Rules contained in Contractors Agreement will be penalised in accordance with conditions of breach in said Agreement.

21.0 RULES REGARDING SOCIAL FUNCTIONS AT RESIDENTIAL PREMISES

- 21.1 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.
- 21.2 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.
- 21.3 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.

22.0 NOISE/DISTURBANCE/NUISANCE

- 22.1 The level of any music, generators, pumps etc. should be limited so as not to cause a nuisance or disturbance to other residents, in accordance with the current maximum decibel levels for same as stipulated by the City of Cape Town (CoCT). Sound suppression/dampening equipment etc. may need to be installed if deemed necessary by the Board of Trustees. If residents are unhappy with repeated noise disturbances <at their cost> they may contact the HOA's recommended Acoustic Engineer (or another of their choosing) to facilitate their formal complaint process/lodgement with the CoCT. Should the 'culprit' be found guilty in a Court of Law, the HOA will levy all <proven> costs incurred by the complainant/s to the guilty party's homeowner/levy account to facilitate the reimbursement of same upon receipt of the monies in question, including interest.
- 22.2 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. If security cannot get hold of you via telephone or knocking at your home, this is still considered a 'request' as above. Security will also lodge a complaint with the South African Police/Law Enforcement.
- 22.3 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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