

# **De Tijger Estate**

## **Home Owners Association**

### **MANAGEMENT RULES, CONDUCT RULES AND ARCHITECTURAL GUIDELINES (‘the Rules’)**

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De Tijger Home Owners Association: Trustee Committee.

Revised in terms of clause 18.12 of the 2015 HOA Constitution.

Approved by the DTE HoA AGM/SGM on 30 May 2018

Updated at AGM held on 03 November 2021

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## **1 INTRODUCTION**

- 1.1.** The prime objective of the development of De Tijger Estate (DTE) is to provide a quality life style for residents, and the intention of the home owners association, the stipulations of its constitution and the regulations issued by the trustee committee is to protect and advance the rights and interest of the members and to ensure a harmonious environment, home owners' investments and the lifestyle of the home owners.
- 1.2.** A harmonious atmosphere can only be achieved when homeowners and tenants respect each other and the regulations. All homeowners should strive to act so that there would be no need to institute penalties and or legal actions as these routes would result in serious cost implications for all members of the association.
- 1.3.** These Rules have been established in accordance with the Constitution of the De Tijger Home Owners Association, hereinafter referred to as the HoA. The Rules include updates as per the 2018 Special General Meeting. The Rules are binding upon all occupants of the Estate, as is any decision taken by the Trustees in implementing the rules.
- 1.4.** The registered owners of the properties in the Estate are responsible for ensuring that members of their families, their tenants, visitors and employees abide by these rules. Members will be held responsible where visitors, family or tenants are in breach of any of the Rules.
- 1.5.** Home owners who rent out their properties must see to it that a copy of the Constitution and these Rules are given to the tenants. Applicable clauses must also be added to the rental agreements where necessary.
- 1.6.** The decision of the Trustees is final and binding in respect of the interpretation of these Rules.
- 1.7.** These Rules are subject to change from time to time.

## **2 STATUS OF THE RULES**

- 2.1.** The Rules are subordinate to the Constitution of De Tijger Home Owner's Association (herein referred to as "the Constitution").
- 2.2.** The Rules shall be read in conjunction with the Constitution.
- 2.3.** In the event of a conflict between any provision of these Rules and the Constitution, the constitution shall supersede these Rules.
- 2.4.** The Trustee Committee has the absolute discretion to interpret the provision of these Rules.
- 2.5.** The Trustee Committee shall decide all disputes regarding the interpretation of these Rules.
- 2.6.** The Rules are not exhaustive. The Trustee Committee may approve specific approaches, procedures and/or practices that are not inconsistent with the DTE Constitution or Rules in order to execute its mandate in terms of the Constitution.
- 2.7.** These Rules replace and supersede all and any previous versions of The Regulations and Architectural Guidelines of the De Tijger Estate Homeowners Association. These amended Rules shall come into effect on 11 June 2018.

## **3 ADHERANCE TO ARCHITECTURAL STANDARDS**

- 3.1.** Building according to approved standards obviates the necessity of making costly changes at a later stage.
- 3.2.** No changes or additions (including boundary walls), with the exceptions of internal walls or renovations, may be done to the residential units without building plans approved by the Trustee Committee of the HoA and the City of Cape Town.

- 3.3. All building plans must, in accordance with the Architectural Guidelines applicable to the Estate, be approved by the Trustee Committee before submission to the City of Cape Town for approval. This requirement is also applicable to any additions and alterations to existing structures and dwellings.
- 3.4. If a plan for a proposed addition to, alteration or renovation of an owner's property is not explicitly or implicitly regulated by the Rules, the owner must seek guidance from the Trustee Committee on such proposed plan for alteration, addition or renovation before commencing work on it.
- 3.5. All building plans should be in accordance with the National Building Regulations, the Local Authority laws and the regulations of the town planning scheme.
- 3.6. All construction must be approved by the Trustee Committee. All material must comply and conform to existing material used in general and must be approved by the Trustee Committee.

#### **4 BUILDING PLANS**

- 4.1. Detailed working drawings incorporating a site development plan, must be submitted to the HOA for the approval of the Trustee Committee prior to being submitted to the local authority for approval.
- 4.2. The HOA reserves the right to prohibit owners and/ or their contractors from commencing construction in terms of plans approved by the Trustee Committee if proof of the approval of those building plans is not lodged with the Trustees before construction commences.
- 4.3. Designs should conform to the existing architecture and no other style, texture or form will be allowed.
- 4.4. Construction of a dwelling shall be completed within 12 months of the HOA approval date of the building plan.
- 4.5. Where houses and or alterations have not commenced within one year of date of approval of the plans by the Trustees Committee of the HOA, such approval will lapse, and plans will have to be resubmitted for re-approval to the Trustee Committee.

#### **5 PREPARATION OF PLANS**

- 5.1. Aesthetic approval by the Trustee Committee will be given on the normal municipal submission plans prior to them being lodged with the local authority for building regulations approval.
- 5.2. Accurate location of all buildings and adjacent stands must be given on the site plan. A site meeting with a set of all plans may, in the discretion of the Trustee Committee, be held with the Owner, Architect and Trustee Committee members.
- 5.3. The plans to be submitted in accordance with municipal requirements. Plans must therefore be submitted in electronic format, together with the Trustee approval from. See Annexure D: Building Plan Approval Form. Approved plans will be stamped and signed off electronically.
- 5.4. These plans must be submitted to the HOA Chairperson or his nominated Trustee Committee member.
- 5.5. The Trustee Committee must provide feedback to applicants on their submitted building plans within 10 working days after receipt of the plans concerned.
- 5.6. The written views of all neighbours who might be affected by proposed improvements to a property must be attached to any plan submitted for approval by the Trustee Committee.

#### **6 APPROVAL OF PLANS**

- 6.1. Upon approval by the Trustee Committee, the plans will be finally approved by the Chairperson of the Home Owners Association and certified as such.
- 6.2. Notwithstanding the fact that the building plans may comply with all the above, the approval or rejection of such plans shall be at the sole discretion of the Trustee Committee of the HOA, which approval shall not be unreasonably withheld.

- 6.3. The architectural style of the house will be considered in relation to that of other houses in the area, the aesthetic appearance, the proposed location of the building, and such other factors as the HOA in its discretion may deem suitable.
- 6.4. Nothing in the above will be construed as permitting the contravention of the conditions of title to any erf or any by-laws or regulations of the Local Authority.
- 6.5. Every effort is to be made to ensure that these standards are observed by all home owners. However, final approval of building plans ultimately rests with the Local Authority and no assurance can be given to individual owners that the above standards will be adopted throughout the Estate.
- 6.6. An amount as determined by the HOA from time to time may be payable to the De Tijger Home Owners Association for scrutiny of the plans when submitting plans for approval.
- 6.7. Construction in terms of a building plan approved by the DTE HoA shall commence only after written proof of approval by the municipality, where applicable, has been submitted to the HoA.
- 6.8. The Trustee Committee must provide feedback to owners on plans submitted to it for guidance or approval within 10 working days from receipt of such plans, where feasible.
- 6.9. The trustees may, from time to time, issue procedural directives as to where an application for improvement of a property may be sent or delivered to, in which format such an application must be lodged and what information it should contain.

## **7 BOUNDARY WALLS AND FENCES**

- 7.1. It is not compulsory to have boundary walls between two adjacent properties.
- 7.2. With the exception of walls already erected in Dauphine Street, only walls built with cement blocks that are plastered or bagged and that are painted are allowed on the front section of the erf of the units. No vibacrete type walls are allowed on the street section of the boundary wall.
- 7.3. Wooden fences as at the entrance in Simone Street are allowed on condition that they are erected at least one and half (1 ½ m) meter from the road.
- 7.4. No solid boundary walls are permitted in front (on the street) of the dwellings, effectively enclosing the property, either parallel or square with the street, with the exception of corner plots where owners can apply to the Trustee Committee to enclose one side of their properties. The committee will deal with these applications on a case by case basis.
- 7.5. Boundary walls may not exceed 2100 mm (2.1m), including capping or municipal building regulations, whichever is the lowest.
- 7.6. Construction material of the boundary walls can be as follows:
  - 7.6.1. Street Facing: Galvanized and/or green palisade fencing is allowed subject to the prior approval of the Trustees.
  - 7.6.2. Side & Back walls: vibracrete with the consent of the adjacent owner; cement blocks, painted; pyramid blocks; bricks, plastered and painted.
  - 7.6.3. No vibracrete, un-plastered, un-painted or face brick for street boundary walls will be permitted unless the plot is a corner plot (see regulation 7.4).
  - 7.6.4. No other type of boundary wall is allowed without the prior approval of the Trustees.
  - 7.6.5. Barbed wire and electric cabling are allowed for security purposes on boundary walls and fences.

## **8 HOUSE WALLS**

- 8.1. Bagged walls to be constructed with non-imperial bricks (110x90x220).
- 8.2. Plastered walls can be of any brick material as prescribed by the architect or designer.
- 8.3. No house will be permitted to have all walls plastered. It must be clearly indicated on the elevations, which walls will be bagged and which walls will be plastered.

- 8.4.** Only bagged and plastered walls are allowed in the estate, provided that entrances to houses may have face brick or cladding finishes only as specified in the specification in Annexure B and with the prior approval of the Trustees.

## **9 HOUSE COLOURS (refer to Annexure A)**

- 9.1.** Any combination of two of the following colours (e.g. Malaga and Castille), or one colour for the entire house as specified in Annexure A: Dulux Colours: Malaga, Marbella, Palomino, Castille, Nightingale Grey, Beige Sand, La Casa, Mohawk Valley and/or Stoneware, or the same colour from another service provider.

## **10 PERGOLAS, BALCONIES, HANDRAILS AND STAIRCASES**

- 10.1.** It is not compulsory to have balconies.
- 10.2.** A handrail must be fitted on open balconies. The handrail must be painted white, or the colour of the doors/windows, whichever applies. Chrome or stainless steel will also be approved.
- 10.3.** Balconies may also be enclosed with a solid brick wall, plastered or bagged, not exceeding 1000mm (1m) in height.
- 10.4.** Plans must be submitted for Balcony, Patio or Pergola roofs.
- 10.5.** It is not compulsory to have a pergola.
- 10.6.** Pergolas, either at ground level or on balconies, must comply with the specifications in Annexure B.
- 10.7.** Pergolas must have a fixed frame painted pure white while roofs can be solid, transparent, moveable slats or movable materials either white or the colour of the aluminium frames specified in Annexure A.
- 10.8.** External staircases that are visible from the street are only allowed if they are completely concealed behind a brick structure that complies with these rules and forms part of an existing building structure, as specified in Annexure A.

## **11 CHIMNEYS**

- 11.1.** Chimneys can be a 300mm diameter fibre cement column or an approved metal material.
- 11.2.** Chimney to be painted white or black.
- 11.3.** Cows to be painted matt black.

## **12 DOORS, GARAGES AND GATES:**

- 12.1.** Sliding doors are not allowed at ground level entrances but only on upper floors if they are installed behind a handrail or balustrade. Sliding and stack doors in the backyard, and not visible from the road, will be reviewed if well motivated.
- 12.2.** All external door frames must be painted white.
- 12.3.** Garage doors need to have a vertical or horizontal slate design.
- 12.4.** Timber garage doors must be regularly varnished, oiled or painted a shade of brown with a suitable protective substance to prevent the wood from bursting, fading or drying out, with the exception of dwellings that have white aluminium window and door frames, where white garage doors are allowed.
- 12.5.** Fibreglass and aluminium garage doors must also be coloured a shade of brown, except for dwellings that have white aluminium window and door frames, where white garage doors are allowed.
- 12.6.** Front doors can be timber, painted white or varnished, glass (but not sliding doors) or solid panels.
- 12.7.** Back and side doors can be timber, painted white or varnished, glass or solid panels.
- 12.8.** Security gates must have a vertical or horizontal slate design and can be steel, painted white.

### **13 WINDOWS (refer to Annexures A and B)**

- 13.1. All windows must have either concrete (www.Betcrete.co.za), metal or wooden frames painted white, and aluminium panels as per the respective specifications in Annexure A
- 13.2. The only colours that are allowed in the estate for aluminium windows and doors are white, green, blue and burgundy red as indicated in the specifications in Annexure A.
- 13.3. All plan applications must have a window schedule indicating sizes and colour coding.

### **14 SECURITY GATES, BURGLAR BARS AND FENCES (refer to annexures A and B)**

- 14.1. No burglar bars may be fitted to the exterior of the dwelling visual from the road. Only security gates can be fitted to the exterior with the consent of the HOA.
- 14.2. All burglar bars and gates to be white.
- 14.3. Palisade Fencing and motorized gates are allowed subject to the approval of the HOA.
- 14.4. Palisade Fencing colours: Green or left in the original silver-grey galvanized colour.

### **15 ROOFS**

- 15.1. Only IBR roof sheeting is allowed.
- 15.2. Roofs must be concealed behind a parapet wall to ensure no gutters are visible.
- 15.3. Patio roofs will be allowed where the gutters are concealed behind aluminium panels.
- 15.4. Covered carports are not permitted except where:
  - 15.4.1. The structure does not exceed the building lines. Where the building line is exceeded between erven, the consent of the adjacent owner/s and the HOA must be obtained.
  - 15.4.2. The columns are plastered brick work,
- 15.5. Roof sheeting and gutters are concealed by a parapet. (The structure is plastered and painted as per prescribed colour).
- 15.6. The installation of solar powered geysers and solar panels are encouraged, provided that such solar panels and/or geysers are positioned in such a manner that they are not visible from the street and preferably be concealed by the parapet if they are installed on the roof.

### **16 GUTTERS, DRAINAGE PIPES, WATER TANKS, WELL POINTS AND BOREHOLES**

- 16.1. Gutters to channel rain water from roofs must be hidden from sight behind wall parapets and must not be visible from the street.
- 16.2. Rain water down pipes from gutters must be PVC or aluminium. It is recommended concealing drain pipes, but where the design does not allow it, the pipes must be painted the colour of the wall against which they are installed in order to blend in with the background colour scheme of the house.
- 16.3. The Installation of rain water and grey water collection tanks are advised for each erf, provided that they are placed in such a manner that they are preferably in backyards and not visible from the street.
- 16.4. All water tanks must blend in with the colour of the walls against which they are installed.
- 16.5. Owners may install well points or boreholes on their erven within municipal regulations, and the Trustees must be notified within 30 days after such well points and/or boreholes have been installed that they have been registered with the municipality.

### **17 UPKEEP OF RESIDENTIAL UNITS AND PLOTS**

- 17.1. The outside of each residential unit must be kept in neat condition at all times. Where the paint peels from external walls or where walls are dirty, it must be fixed.

- 17.2.** Driveways can be paved with bricks, blocks, cement and or approved paving. No tar or gravel will be allowed as driveways. No plans are required.
- 17.3.** Driveways to garages must be kept without grass and or weeds. Driveways neglected because the paving or some of the bricks are crumbling or where there are visible holes or openings, must be fixed.
- 17.4.** The areas around the residential units must be covered with paving or planted with grass. Lawns and gardens must always be kept in a neat condition.
- 17.5.** The occupant of each erf is responsible for the maintenance of the municipal pavement next to the street that borders on the boundary of the erf concerned.
- 17.6.** Owners of empty plots must keep those plots free of unsightly weeds or other vegetation. If that if such regular maintenance of empty plots does not occur, the committee will (after written notice, affording the owner 14 days to deal with the problem) have the plot cleaned. The owner will be charged for the cleaning of the plot. Empty plots may not be used for storage, dumping, or for any other purpose whatsoever, without written consent from the HoA in accordance with the Constitution.
- 17.7.** If an owner does not honour regulations, he/she will receive a written notice in which 30 days (14 days in the case of gardens and lawns) are allowed for the problem to be rectified. If there is no reaction to the notice in this time period, the Trustee Committee may appoint a contractor to rectify the breach. The cost of the contractor and any resulting costs will be added to the homeowners/ erf levy account.
- 17.8.** No member may unreasonably refuse a member of the Trustee Committee or an official appointed by the committee, to enter any premises for inspection. The inspections will be done by arrangement if access is needed onto private properties.
- 17.9.** As stipulated in the title deed of every property, no property may be sold without the written consent of the HoA. Permission will only be given once the following conditions have been met:
  - 17.9.1.** Levies and all other possible monies due to the association must be paid up-to-date until the end of the month on which the transfers will the registered;
  - 17.9.2.** The member is not in breach of any of the regulations;
  - 17.9.3.** A signed confirmation by the buyer and as provided by the managing agent, that they have seen the constitution and regulations and that they are aware of their membership to the home owners association upon registration of the property. Also that they acknowledge awareness of a monthly levy payable; and
  - 17.9.4.** Payment of a levy clearance certificate fee, levied by the home owners association and/or managing agent.

## **18 LEVIES**

- 18.1.** Levies are payable in advance and must be paid on or before the 7th day of each month, preferable by way of stop order, cheques or via electronic transfer.
- 18.2.** Interest on an account in arrears could be charged at the current prime interest rate and will be levied at the discretion of the trustee committee.
- 18.3.** If a member's account is in arrears by more than 60 days, a letter will be sent to the member to inform him/her that the account is in arrears and an administrative fee might be charged for this purpose.
- 18.4.** If an account is in arrears for 90 days, legal steps to recover the arrears will be taken.
- 18.5.** All costs resulting from these administrative and legal steps will be debited against the member's levy account.

- 18.6. The trustee committee may issue penalty fines for non-compliance with these regulations and may debit the fine amount against a members' levy account.

## 19 ANIMALS

- 19.1. Dogs or any other pet may not be a hindrance to other residents.
- 19.2. No dogs are allowed to roam freely outside an owners' plot without a leash.
- 19.3. All dog faeces must be removed by the owner of the dog concerned from public spaces and from private erven where these are deposited.
- 19.4. Members should report free roaming dogs to the local authority so that the dogs can be removed to the municipal pound or the SPCA.
- 19.5. No poultry, doves or birds may be kept in cages outside the units.
- 19.6. If any written complaint is received from a member or resident that any animal or pet causes a hindrance, the local authority will be notified which could result in the owner being forbidden to keep the animal.
- 19.7. Feeding of doves, crows and guinea fowl is not permitted, as this leads to nuisance, destruction of gardens/plants and soiling of buildings.

## 20 BUSINESS OPERATIONS:

- 20.1. All private properties in DTE shall be used solely for the purposes of residential dwellings, with the exceptions detailed in the rest of this clause.
- 20.2. Any occupant in the Estate who intends running an **office**<sup>1</sup> to which customers or clients have open, regular access, or practising a **home occupation**<sup>2</sup>, a **house shop**<sup>3</sup>, an **industry**<sup>4</sup> or **informal trading**<sup>5</sup> in the Estate as defined in section 1 of Schedule 3 of the City of Cape Town Municipal Planning Bylaw 2015, needs to acquire prior consent for such activity from the Trustees of the HoA in terms of **section 38**<sup>6</sup> of that Schedule.
- 20.3. The Trustees will only consider in principle and on individual merit well-motivated applications to conduct such activities in the Estate that comply with all applicable legal and policy requirements and that do not cause noise, traffic congestion, road obstruction or a through flow of business

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<sup>1</sup> **'office'** means property used for the conducting of an enterprise primarily concerned with administrative, clerical, financial or professional duties, and includes medical consulting rooms.

<sup>2</sup> **'home occupation'** means the practising of an occupation or the conducting of an enterprise, including the letting of the property or part of it for a period of less than 30 days, or the renting out of vehicles, tools or appliances from a land unit, dwelling house, second dwelling, dwelling unit or outbuilding by the owner, tenant or any other third party.

<sup>3</sup> **'house shop'** means the conducting of a retail trade from a dwelling house, second dwelling or outbuilding by one or more occupants who shall reside on the property.

<sup>4</sup> **'industry'** means a property used as a factory or for such purposes and in or on which an article or part of such article is made, manufactured, produced, built, assembled, compiled, printed, ornamented, processed, treated, adapted, repaired, renovated, rebuilt, altered, painted (including spray painting), polished, finished, cleaned, dyed, washed, broken up, disassembled, sorted, packed, chilled, frozen or stored in cold storage; including offices, caretaker's quarters or other uses which are subservient and ancillary to the use of the property as a factory; and includes a warehouse, but does not include a noxious trade or risk activity.

<sup>5</sup> **'informal trading'** means the legal selling of products in areas demarcated by the City specifically for these purposes, such as markets and other demarcated areas.

<sup>6</sup> **Section 38:** The following conditions apply to home occupation as an additional use right in this zoning: a) The owner shall obtain the written consent of the relevant Owners' Association or all the owners within such group housing scheme if the Owners' Association is not functioning; and (b) The provisions of item 23 shall apply.

customers or clients that do not reside in the Estate that constitute a **public nuisance**<sup>7</sup> to any resident or negatively affect the residential nature and environment of the Estate.

- 20.4. The trustees will not consider any application to practice any **noxious trade**<sup>8</sup> activity.
- 20.5. The definitions of the various business practices referred to in clauses 20.1 to 20.3, are subject to the amendments to these definitions in section 1 of Schedule 3 of the City of Cape Town Municipal Planning Bylaw 2015, that might occur from time to time.
- 20.6. The business practices identified in clause 20.2 do not constitute a closed list. The Trustee Committee may resolve from time to time to include additional specific business practices that are not explicitly specified in this clause or in the City of Cape Town Municipal Planning Bylaw 2015, as amended from time to time.

## 21 COMMON AREA AND EMBANKMENT:

- 21.1. An owner, lessee or occupier may not plant, remove or damage any shrub, tree or plant, or any other improvement on the embankment without the prior written approval of the trustees who may impose conditions. Application to do so must be motivated to the trustees. If agreed, an Agreement of use and Enjoyment must be signed. This will ensure transfer of improvements to the new owner, or the removal before transfer to the new owner. No structures requiring a foundation will be allowed. A copy of the Agreement can be obtained from the estate website.
- 21.2. An owner shall be responsible for any damage caused to any part of the common or embankment area caused by the roots, limbs, or any part of, a tree, shrub or plant, planted on his or her erf.
- 21.3. The trustees may remove, or cause to be removed, any tree, plant or shrub that is considered to be a nuisance, aesthetically displeasing or that causes damage to the common area or otherwise interferes in any way with the powers and functions performed by the trustees on behalf of HoA.
- 21.4. An owner, lessee or occupier will be responsible for adequate supervision of his or her children, or children of their visitors at all times and especially on the common area, and shall see to it that no nuisance is caused or common property damaged.
- 21.5. No bicycle, skateboard, roller skate, roller blade, 'quad-bike', cart, scooter or motorbike may be used on the common area in such a way that it creates a nuisance or disturbance to others.
- 21.6. The throwing of stones or other solid objects on the common area is prohibited.
- 21.7. In the event of damage of whatsoever nature being caused to the common area by an owner, lessee or occupier or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- 21.8. No littering, fire or damage to the vegetation is allowed on the common area and on the embankment.
- 21.9. Dogs are only allowed on the embankment if they are fully under the control of a resident.
- 21.10. No harassment of guinea fowl or other birds and animals is allowed in any public area and on the embankment.
- 21.11. Access to the embankment is at the sole risk of each adult person who enters the embankment.

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<sup>7</sup>'**public nuisance**' means any act, omission or condition which in the City's opinion is offensive, injurious or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of the public, or which adversely affects the safety of the public, having regard to (a) the reasonableness of the activities in question in the area concerned, and the impacts which result from these activities; and (b) the ambient noise level of the area concerned.

<sup>8</sup> '**noxious trade**' means an offensive, poisonous or potentially harmful trade, use or activity which, because of fumes, mists, smell, vibration, noise, waste products, nature of material used, processes employed, or other cause, is considered by the City to be a potential source of danger, nuisance or offence to the general public or persons in the surrounding area.

- 21.12.** Access to the embankment is allowed only to occupants of De Tijger Estate or their guests in their presence during daylight hours.
- 21.13.** No access to the embankment is allowed outside daylight hours.
- 21.14.** Occupants in the Estate who do not live next to the embankment can arrange with any Trustee of the HoA to access the embankment via the locked security gate at the cul-de-sac in Dauphine Street. This gate must remain locked at all times. On exiting the embankment through the Dauphine security gate, the gate must be firmly locked again.
- 21.15.** All persons entering the common area or the embankment or using any of its facilities or services do so entirely at their own risk, and no person shall have any claim against the HoA of whatsoever nature arising from such use, nor for anything which may befall any person during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The HoA shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property directly or indirectly, in or about the common area, its amenities or in the private units nor for any act done or for any neglect on the part of the HoA or any of the HoA employees, agents or contractors.

## **22 TENANTS**

- 22.1.** All owners and/or their agents who rent their properties in the estate to tenants, must supply the HoA agents within 7 days of the tenant's first occupation of the property concerned, with the following details of each tenant: Names and surnames of new occupants and their telephone and email contact details. Owners or their agents who rent their properties to tenants must also provide copies of the Constitution and these Rules to every new tenant within 7 days of the tenant's first occupation of the property.
- 22.2.** Owners and/or their agents who already have tenants renting their properties in the estate on 1 June 2018, must provide the HoA agents within 14 days with the names and surnames of the new occupants and their telephone and email contact details and provide copies of the Constitution and these Rules to every new tenant within 7 days of the tenant's first occupation of the property.

## **23 VEHICLES**

- 23.1.** A maximum speed limit of 30km/h is applicable in the complex. No vehicle may travel at speeds in excess of 30 kilometres per hour in DTE.
- 23.2.** A driver of any vehicle within the common area shall not drive that vehicle in any manner that creates a nuisance.
- 23.3.** No owner or occupier shall park or cause or allow to be parked any vehicle so as to interfere with the free flow of traffic or access to and from any section or part of the common area.
- 23.4.** Parking of vehicles in the common area is subject to the express condition that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the HoA or its agents or any of their employees for any loss or damage of whatsoever nature which the owner or any person claiming through or under him, may suffer in consequence of his vehicle having been parked in the common area
- 23.5.** Owners and occupiers of private units shall ensure that their vehicles, and the vehicles of their visitors and guests, do not drip oil or brake fluid on to the common area or in any other way deface the common area, and no owner or occupier shall be permitted to dismantle or effect major repairs to any vehicle on any portion of the common area.
- 23.6.** Only vehicles in full running order, roadworthy and regularly used for owners' or tenants' personal transport purposes shall be parked on a permanent basis in the open air on private erven. All other vehicles that do not comply with this provision must be removed permanently from the DTE.

**23.7.** Apart from deliveries, no trucks or bakkies that can carry more than 2000 kg (2 tons) are allowed inside the estate.

#### **24 EMPLOYEES AND CONTRACTORS**

**24.1.** Owners, lessees and occupiers may not interfere with HoA employees or contractors in the performance of their duties towards the HoA and must give their full co-operation to such employees and contractors.

**24.2.** An owner, lessee or occupier shall be responsible for the conduct of their own employees, and for any persons visiting his or her employees.

**24.3.** An owner, lessee or occupier shall ensure that his or her employees, including their visitors or guests, do not loiter on the common property.

**24.4.** Owners, lessees or occupiers shall ensure that their employees comply with the Conduct Rules.

#### **25 GENERAL**

**25.1.** No washing lines are allowed on balconies or in any other place visible from the street.

**25.2.** Refuse bags and bins must be stored on private erven out of sight of the street. They must be put on the sidewalk or driveway or anywhere else in the vicinity of houses only on the day when refuse collection by the municipality takes place and after such collection be promptly removed from street visibility (preferably on the same day).

**25.3.** No resident, their children, tenants, visitors, employees or guests may cause an unreasonable hindrance or nuisance to neighbours and other members by the use of musical instruments, hi-fi systems, televisions, parties, motor cars, motor cycles, or other disturbances of any kind, or take or permit any action that might constitute an unreasonable invasion of the privacy of another member, tenant or occupier in DTE.

**25.4.** Occasional reasonable noise levels due to a musical system, film, television or social event that occur from time to time, are acceptable under the following conditions: (a) that they strictly do not continue after 10h00 on Monday to Thursday and Sunday, and after 11h00 on Friday and Saturday, and, (b) that they must be stopped or toned down immediately on a complaint from another resident.

**25.5.** No explosives, crackers, fireworks or items of a similar nature may at any time be exploded, lit or operated in any part of DTE.

**25.6.** No firearm or pellet gun may be discharged in any part of DTE, except under such circumstances that would reasonably justify the use of a firearm for self-defence and related purposes.

**25.7.** No cement or glass fibre swimming pools above ground level are allowed, with the exception of portable steel frame and vinyl mesh (Porta) pools.

**25.8.** No Wendy house, tool or garden shed, plant nursery or any such loose structure is allowed on an erf without the permission of the HoA. In order to consider any such application for approval, the HoA requires:

**25.8.1.** a written undertaking that it will not be used for human occupation and will not be visible from a street view;

**25.8.2.** a written indication on the approved building plan where it will be situated on the erf;

**25.8.3.** size specifications (length, width and height); If bigger than 3m<sup>2</sup>, municipal approval needs to be obtained.

**25.8.4.** construction materials, and

**25.8.5.** a photograph or picture if it is a product that is commercially available for purchasing.

**25.9.** The street number of all the units must be clearly visible.

- 25.10. No garden refuse, building material or objects may be dumped on private open spaces, such as the gardens, embankment slopes and parks surrounding the estate, or on empty plots.
- 25.11. No more than 4 people may reside permanently in a residential unit with 2 bedrooms and no more than 6 people in a unit with 3 bedrooms.
- 25.12. The estate manager or any official appointed by the trustee committee will have the right and authority to execute the regulations.
- 25.13. The flying of private drones in the Estate is strictly prohibited because it is in the Controlled Airspace of Cape Town International Airport and Ysterplaat Airport (<http://safedrone.co.za/no-drone-zones>).
- 25.14. The hours during which building, construction and maintenance activities, including work with noisy equipment like drills, angle grinders, saws, lawn mowers, blowers and other loud implements on private erven are allowed, are only: Mon – Fr: 7-17h00 and Saturdays: 8-16h00. No such activities are allowed on Sundays and Public Holidays.
- 25.15. All estate agents' notice boards must be removed from sold properties in the estate within 14 days after the sale.
- 25.16. An owner or occupier shall do or permit or allow to be done, no dangerous act on his erf or on the common area which will or may increase the rate of the premium payable by the body corporate on any insurance policy or which would render void any insurance effected over the property.
- 25.17. City by-laws limit noise to 55dB during daytime (6am to 9pm) and 45dB during night time (9pm to 6am) in residential areas. This applies to loud music, generators, grinders and other equipment.

## 26 COMPLAINTS

- 26.1. All complaints are to be submitted to the managing agent (if appointed) or the trustees in writing who shall investigate the matter and notify the owner or occupier in writing of the outcome thereof.
- 26.2. The trustees may, from time to time, issue procedural directives as to where complaints may be sent or delivered to, in which format a complaint must be lodged and what information it should contain.

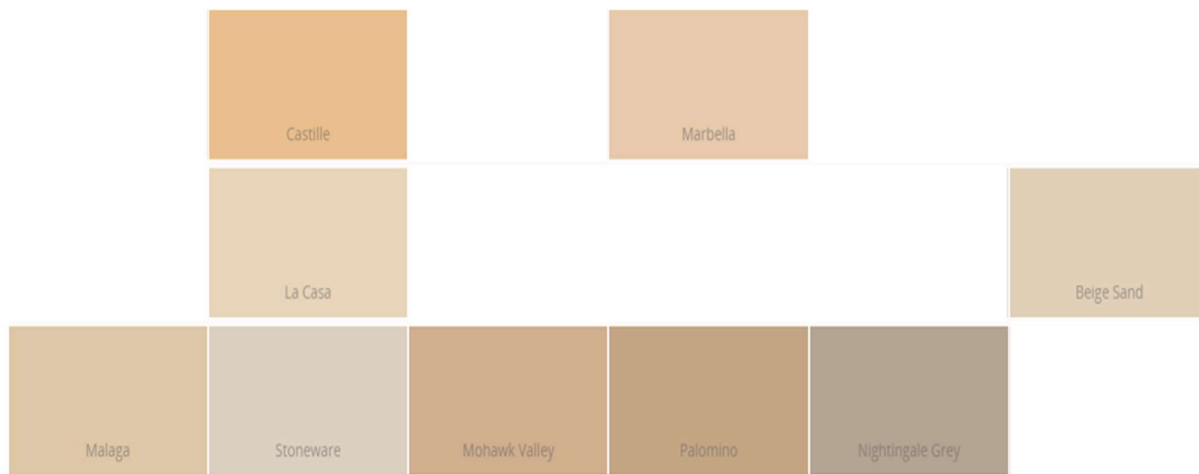
## 27 FINE STRUCTURE AND PROCEDURES

- 27.1. The HoA reserves the right to fine transgression of its policies and rules as is set out in clause 12 of the Constitution and in **Annexure C** to this document.
- 27.2. The lists of transgressions in Annexure C are not closed, and the Trustees might resolve to expand them where necessary.
- 27.3. Conclusive evidence of a transgression must be provided.
- 27.4. For a first and second transgression, written warnings are issued.
- 27.5. For a third transgression, a fine as contained in **Annexure C** could be applied.
- 27.6. For each repeat transgression, the fine guideline could be double the amount stated in Annexure C.
- 27.7. In all cases the rules of natural justice, including the *audi alteram partem* principle will apply and the Trustees will consider and apply their minds to the responses of alleged transgressors before further action is taken.
- 27.8. The HoA will not immediately implement all these fines for the specified transgressions. It will decide which ones to implement as a last resort to reduce or stop persistent transgressions, and keep other on ice to activate only when really needed (eg allowing dogs to run freely in estate and not on leashes does not always cause problems, but if it does, the trustees will consider fines for future transgressions as explained above).
- 27.9. Fines will not be added to the levy accounts of transgressors but will be payable separately.

- 27.10.** In addition to the fines contained in Annexure C, any damage or other costs that had to be incurred to repair, correct or reinstate damages or losses caused by the transgression concerned, may be recouped from a transgressor through acceptable legal processes.
- 27.11.** No indulgence or relaxation in the application of these Rules shall constitute a waiver or consent, or prevent the enforcement thereof by the trustees.

## **28 Annexure A: APPROVED HOUSE AND ALUMINIUM FRAME COLOURS**

The approved house colours as per Dulux colour charts. Confirm colours on official colour charts as colours below could differ in actual colour.



### **ALUMINIUM FRAME COLOUR CODES:**

- Burgundy** - **VP2031**
- Fence Green** - **ANP1011**
- Matt Cobalt Blue** - **VP5107**
- White** -

**29 ANNEXURE B: ARCHTECTURAL SPCIFICATIONS**



**Specification 1: Window**



**Specification 2: Window**



**Specification 3: Window**



**Specification 4: Window**



**Specification 5: Window**



**Specification 6: Window**



**Specification 7: Window**



**Specification 8: Sliding door**



**Specification 9: Balustrade/ Hand Rail 1**



**Specification 10: Balustrade/ Hand Rail 2**



**Specification 11: Balustrade/ Hand Rail 3**



**Specification 12: Balustrade/ Hand rail 4**



**Specification 13: Pergola**



**Specification 14: Cladding**



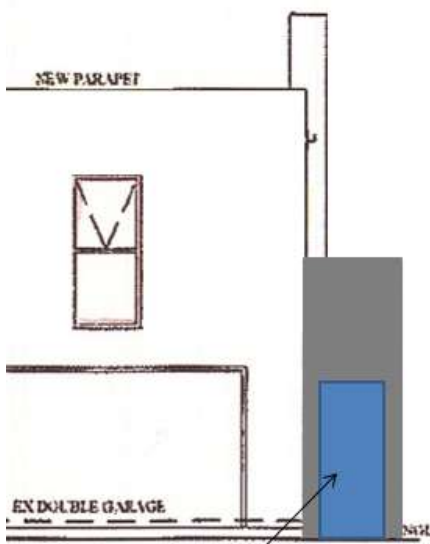
**Specification 15: Palisade Fence 1**



**Specification 16: Palisade Fence 2**

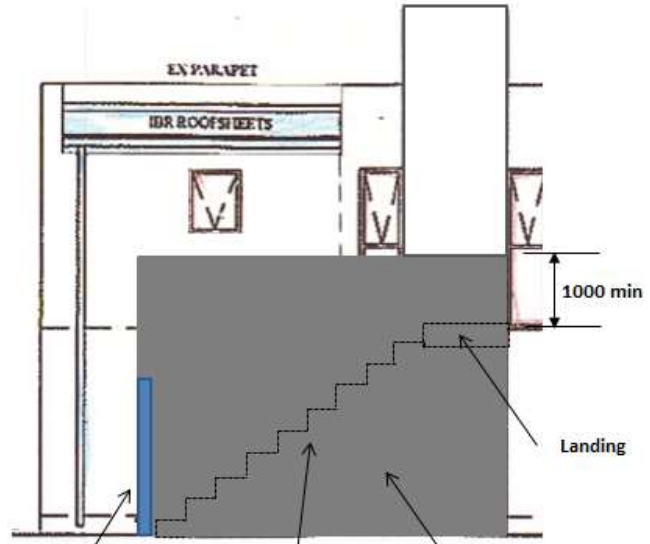


**Specification 17: Palisade Fence 3**



View on enclosed stairs  
with access door to stairs

**Front View on Stairs**



Access door

Internal stairs

Brick Wall

1000 min

Landing

**Side view on enclosed stairs**

**Specification 18: External Stairs**

### 30 ANNEXURE C: De Tijger Estate Fine Structure Guidelines

Contravention	Fine
<b>Category 1: non-compliance after two written warnings</b>	
Too noisy vehicles, animal and bird nuisance, barking dogs	R 250
Too noisy pool equipment	R 250
Continuous noise of alarm system	R 250
Unauthorised advertising	R 250
Dogs roaming unleashed or unsupervised	R 250
Not cleaning up of dog droppings (Faeces)	R 250
Harassing guinea fowl, other wild life or animals	R 250
Leaving refuse bins on the street outside of approved hours	R 250
Any other matter that the trustees might resolve to add to this list	R 250
<b>Category 2: non-compliance after two written warnings</b>	
Too loud music, radio, TV, voices	R 500
Too loud construction noise	R 500
Too loud machine noise (eg saws, drills, generators, vehicles, motorcycles, etc.)	R 500
Unauthorised fireworks	R 500
Unauthorised business operations	R 500
Architectural/building/aesthetic rule contraventions	R 500
Non-removal of invasive plants	R 500
Non-compliance with other HoA regulation, guideline, policy or instruction	R 500
Interference with/damage to HoA irrigation system	R 500
Damage to any other estate property	R 500
Pollution, illegal dumping of rubble, waste, refuse	R 500
Any other matter that the trustees might resolve to add to this list	R 500

31 ANNEXURE D: Building Plan Approval form

**De Tijger Estate: Building Plan Approval Form**

<b>Name of property owner:</b>		<b>Telephone Number:</b>	
<b>Physical address of property where building works will be done:</b>			
<b>Erf Number:</b>		<b>E-mail:</b>	
<b>Name of Architect:</b>			
<b>Required Information</b>	<b>Owner Notes</b>	<b>Documents attached</b>	<b>DTHOA Notes</b>
<b>Consent of neighbour(s) obtained:</b>			
<b>Plan of intended work attached:</b>			
<b>Use/purpose of new building works:</b>			
<b>Material to be used for new built</b>			
<b>Foundation type &amp; details:</b>			
<b>Walls - material, height restrictions:</b>			
<b>Roof trusses: (Material &amp; angle)</b>			
<b>Roofing Material:</b>			
<b>Windows:</b>			
<b>Doors:</b>			
<b>Paint colour compliant with DTHOA guidelines</b>			
<b>Swimming Pool details:</b>			
<b>New addition within boundary lines:</b>			
<b>Other</b>			

\* All building plans to be compliant with the DTHOA Rules (Management Rules, Conduct Rules and Architectural Guidelines)  
 \* If area provided above is not enough, please attach detailed description

\_\_\_\_\_  
 Owner Signature

\_\_\_\_\_  
 Name & Surname

\_\_\_\_\_  
 Date

**DTHOA Checklist**

Area	Returned for extra comments	Not Approved	Approved
Plans Submitted			
Neighbour consent received			
Building Lines (exceeded/accepted)			
Material type approved			
<b>Additional notes:</b>			

Final Approval by DTHOA:

\_\_\_\_\_  
 Trustee Signature

\_\_\_\_\_  
 Name & Surname

\_\_\_\_\_  
 Date

