



CENTURY VIEW PROPERTY MEMBERS ASSOCIATION ("CVPOA")

RULES & REGULATIONS

CVPOA RULES AND REGULATIONS

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1.1 Introduction

Century View has been designed to provide a comfortable and secure living environment and lifestyle for the Members of the estate. The intention of the CVPOA Rules and Regulations is that of protecting and enhancing this lifestyle and the environment. These Rules and Regulations are binding upon all member, visitors, Estate Agents, and Contractors, as are decisions taken by the Trustees in interpreting or enforcing these Rules and Regulations. The registered member of properties is responsible for ensuring that members of their families, tenants, visitors, friends and all their employees are aware of, and abide by, these Rules and Regulations.

The Trustees of CVPOA reserve the right to modify, amend, add to, or delete any of these Rules and Regulations from time to time.

This document should be read in conjunction with other documentation that includes the CVPOA Constitution, CVPOA Design Guidelines to Additions and Alterations, CVPOA Building Rules and Regulations, CVPOA Estate Agent Rules and Regulations, CVPOA Estate Agent Agreement, CVPOA Contractors Agreement, **Schedule of Property Maintenance Penalties, CVPOA Penalty Procedures and Penalties with regards to Property Maintenance**, and any amendments of the above documents or any other documentation as issued by the CVPOA Trustees from time to time.

Additional documentation may be found on the Association's website www.centuryviewpoa.co.za.

1.2 No Defence of Ignorance of Rules

Ignorance of these Rules and Regulations, or any amendments thereof, shall not constitute a valid defence against any breach or violation.

Every member is deemed to have constructive knowledge of all CVPOA Rules and Regulations from the date of property registration, regardless of whether they have physically received or read the documentation.

It is the member's sole responsibility to obtain, read, understand, and comply with all current Rules and Regulations. Failure to receive communications, access documentation, or claim unawareness of specific rules will not excuse non-compliance.

Member's are responsible for staying informed of any rule changes, amendments, or new regulations issued by the CVPOA Trustees through official communication channels.

1.3 Member Obligation and Tenant Responsibility

Members who let their properties must ensure that tenants acknowledge receipt and understanding of the CVPOA Rules and Regulations as part of the lease agreement. The tenant's signature on the lease agreement shall constitute acceptance that:

- They have received a copy of the current CVPOA Rules and Regulations
- They understand that ignorance of the rules is not a defence for violations
- They agree to be bound by all current and future CVPOA Rules and Regulations
- Any breach by the tenant will be deemed a breach by the member

The onus is entirely on the member to ensure that tenants are properly informed of all CVPOA Rules and Regulations before occupation commences. Members remain fully liable for all tenant violations regardless of the tenant's claimed ignorance of the rules.

2. General

2.1 Indemnity

Every Trustee, servant, agent and employee of the Association and any Managing Agent, his employees, nominees and invitees, shall be indemnified by the Association against all costs, losses and expenses (including traveling expenses) which such person or persons may incur or become liable for by reason of any contract entered into or any act or deed done by such person

or persons in the discharge of their respective duties, including in the case of a Trustee, his duties as Chairperson or Vice-Chairperson. Without prejudice to the generality of the foregoing, the Association shall specifically indemnify every such person against all losses of whatsoever nature incurred arising out of any bona fide act, deed or letter done or written by him jointly or severally in connection with the discharge of his duties.

2.2 Interpretation

In these Rules and Regulations, the following words shall, unless the context otherwise require, have the meanings herein assigned to them:

- 2.2.1 **ASSOCIATION** means an Association established in terms of Section 29 of the Land Use Planning Ordinance, 15 of 1985 and now deemed to be an Association in terms of Section 61 the City of Cape Town Municipal Planning By-Law of 2015) as amended
- 2.2.2. **CENTURY CITY PROPERTY** means the Association (CCPOA) established to oversee the affairs **MEMBERS ASSOCIATION** of the Century City estate of which membership shall be automatic and obligatory by the CVPOA.
- 2.2.3 **CHAIRPERSON** means the Chair of the Board of Trustees.
- 2.2.4 **COMMON AREAS** means the roads and open spaces and includes all areas designated as such in the Development not forming part of an Erf as indicated on the approved Surveyor-General's diagrams and/or General Plans within the Development.
- 2.2.5 **CONSTITUTION** means the memorandum and articles of association of the Association.
- 2.2.6 **CONTRACTOR** means a person doing building additions, alterations or any other work not assigned by the CVPOA within the Century View Estate.
- 2.2.7 **CONTRACTS** means such contracts as the Trustees may enter into with third parties on behalf of the Association for the provision of services, or such contracts as assigned to Estate Agents and Contractors.
- 2.2.8 **COUNCIL** means the **City of Cape Town** or its Assigns.
- 2.2.9 **CONTRIBUTION** the contribution referred to in Clause 7 of the Constitution.
- 2.2.10 **CONTRACTORS AGREEMENT** means the agreement to be entered into between a member and the Association to appoint a contractor to construct an improvement on an erf in accordance with the specimen contractor's agreement.
- 2.2.11 **DESIGN GUIDELINES** means the design guidelines in respect of any improvements or alterations and landscaping undertaken by a property owner as amended from time to time by the legitimate requirement of the Council or in terms of the Constitution.
- 2.2.12 **DESIGN REVIEW COMMITTEE** means the committee established by the CCPOA to review, guidelines and approve all building plans in accordance with the greater Century City Development.

- 2.2.13 **EFFECTIVE DATE** means the date of registration of the first transfer of an Erf into the name of a member.
- 2.2.14 **ERF** means an Erf within the Development.
- 2.2.15 **ESTATE AGENT** means an estate agent that is involved in selling, buying or letting of property within the Century View Estate.
- 2.2.16 **FACILITIES** means any facilities of whatsoever nature which may be provided in the Development.
- 2.2.17 **IN WRITING** means communication that is written, emailed and/ or other electronic means, printed or lithographed.
- 2.2.18 **MANAGING AGENT** means any person or body appointed by the Association as an independent contractor to undertake any of the functions of the Association.
- 2.2.19 **MEMBER** means a member of the Association, as defined in Clause 4 of the Constitution.
- 2.2.20 **MEMBER TRUSTEE** means a Trustee appointed by the Members according to the provisions of the Constitution.
- 2.2.21 **PERSON** shall include a natural person, Company, Close Corporation, Trust, partnership or other association of persons entitled by law to hold title to fixed property.
- 2.2.22 **REGISTERED PERSON** means the registered owner of an Erf registered in the Deeds Office, Cape Town.
- 2.2.23 **RESIDENT** means a member or tenant and their household residing within the estate
- 2.2.24 **RULES AND REGULATIONS** means the rules and regulations imposed by the Trustees from time to time relating to the management of the Development.
- 2.2.25 **SERVICES** means such utilities and amenities as may be provided by the Association for the property Members in the Development.
- 2.2.26 **SINGLE ERF** means an Erf in the Development on which only one dwelling house is lawfully permitted.
- 2.2.27 **EXTRAORDINARY RESOLUTION** means a resolution passed at an Extraordinary General meeting in accordance with the provisions of clause 16 of the Constitution.
- 2.2.28 **TRUSTEE COMMITTEE** means the Board of Trustees of the Association.
- 2.2.29 **TRUSTEE** means a Trustee of the Association.
- 2.2.30 **VICE-CHAIRPERSON** means the vice-chairperson of the Board of Trustees of the Association.

3. Membership

- 3.1. Any person reflected in the records of the Deeds Office in Cape Town as the registered owner of any Erf shall be deemed to be a member of the CVPOA.
- 3.2. The registered owner may not resign as a member of the CVPOA.
- 3.3. The rights and obligations of a member are not capable of transfer or cession.
- 3.4. Every member shall observe these Rules and Regulations and any provisions contained herein including any amendments of the document or any other documentation as issued by the CVPOA Trustees from time to time.
- 3.5. It is the responsibility of every member to be aware of, and abide by, the CVPOA Rules and Regulations.
- 3.6. It is the responsibility of every member to ensure that their contact details, inclusive of physical, postal, electronic and telephonic details are kept up to date with the Managing Agent. Every change thereof must be communicated in writing to the Managing Agent. The CVPOA Trustees cannot be held accountable for monitoring contact details on an ongoing basis and will only act upon details as held on record by the Managing Agent.
- 3.7. **Official Communication Platform**
 - 3.7.1. The CVPOA has established a WhatsApp group which is the only official platform for communication on important matters relevant to Century View residents by the Trustees and Managing Agent.
 - 3.7.2. In order to receive messages through the official WhatsApp group, residents must submit their verified contact details to the Managing Agent who will conduct verification of the information provided.
 - 3.7.3. Residents must **save the official CVPOA WhatsApp mobile number 077 438 0833** on their mobile to ensure proper receipt of official communications.

4. Levies – Determination and Apportionment

4.1 CVPOA Levy

- 4.1.1. A contribution the Trustees may impose upon members for the purposes of meeting all the expenses which the Association has incurred whether for the provision of facilities or otherwise, or to which the Trustees reasonably anticipate the Association will be liable for in the attainment of its objects or the pursuit of its business.
- 4.1.2. The Trustees may include an amount to be held in reserve to meet anticipated expenditure not of an annual nature.

4.2 CCPOA Levy

Payable by all registered members for exclusive, ongoing membership and services of the CCPOA.

4.3 Extraordinary (special) Levies

The Trustees may from time to time impose extraordinary contributions upon the member in respect of all such expenses which were not included in any estimate made in terms of 4.1 and 4.2, and may in imposing such contributions, further determine the terms of payment thereof.

4.4 Determination of Levies

- 4.4.1. The Trustees shall not more than 30 (THIRTY) days after the end of each Financial Year, or as soon thereafter as reasonably possible, prepare and serve upon every member at the address chosen by him a budget being an estimate in reasonable detail of the amount which shall be required by the Association to meet the expenses during

the following Financial Year, and shall specify separately such estimated deficiency, if any, as shall result from the preceding year.

- 4.4.2 In the event of the Trustees for any reason whatsoever failing to prepare and serve the estimate referred to in 4.4.1 above timeously, every member shall until receipt of such estimate as aforesaid continue to pay the contribution previously imposed and shall after such receipt thereof, pay such contribution as may be specified in the notice referred to in Clause 4.1 and 4.2.
- 4.4.3 All levies are due and payable on the first day of each month.
- 4.4.4. The Trustees shall be empowered in addition to such other rights as the Association may have in law as against its Members to determine the rate of interest from time to time chargeable upon arrear contributions.
- 4.4.5 Any contributions, rates, levies, charges, fees, expenses, costs and/or other monies due and payable to or recoverable by the Association may be recovered in a competent Court of Law and all costs as may be incurred by the Association in instituting such action shall be for the account of the member.
- 4.4.6 The CVPOA and its appointed Managing Agent shall be obliged to issue a Consent to Transfer Levy Clearance Certificate in the event of any member selling its property, which certificate shall only be issued if there are no illegal structures and all contributions, levies, charges, fees, expenses, costs and/or other monies owing to the CVPOA has been settled to the satisfaction of the CVPOA.
- 4.4.7 In the event that the member owes the CVPOA any contributions, rates, levies, charges, fees, expenses, costs and/or other monies and the amount is not in dispute, then in addition to any legal action which may be instituted, such member will lose his rights as a member in the following way:
- 4.4.8 The member will have no rights at any Annual General Meeting or Extraordinary Meeting of the CVPOA;
- 4.4.9 Levies/ interest/ penalties must be paid into the following CVPOA bank account:

Bank	-	Standard Bank
Branch	-	Bayside
Code	-	022209
Account Number	-	272221228
Account name	-	Century View Property Members Association
Description	-	Erf number

5. Security

A central feature to the quality of life within the Century View Estate is security. The Century View Estate is protected by 3 tiers of security – access control, perimeter protection and a combination of CCTV and regular patrols. In addition, member and Members are encouraged to subscribe to alarm monitoring and response.

An element of a secure lifestyle is that of prevention and deterrence. Members are requested to familiarize themselves with the procedures, which have been developed to manage the influx of people and vehicles with the minimum disruption whilst at the same time protecting the Members.

Members are reminded that they have the responsibility for the conduct of their household, visitors and service providers and for ensuring that they adhere to the security procedures.

5.1 Right of Admission

The right of admission to the Century View Estate shall be under the control of the CVPOA and its security service provider that may on any reasonable grounds deny any person and/or vehicle access, or affect an arrest if so, deemed necessary.

5.2 Access Control

5.2.1 All vehicles entering and/or leaving the Century View Estate shall stop at the entrance gate.

5.2.2 The entrance gate shall be treated as a security checkpoint and security protocol must be always adhered to.

5.2.3 Visitors and service providers must have an in-date driver's and vehicle license to Gain entrance into the estate, including a QR code provided by the resident.

Who gets QR codes:

- Visitors/ Service Providers

Deliveries/Collections: May NOT be issued codes - security calls for confirmation.

QR Code Usage Requirements:

Arrival Process:

- Present QR code to security (hard copy or mobile device)
- Must show valid vehicle and driver's license
- QR code contains specific property address authorization

Exit Process:

- Present QR code to security again
- Scan vehicle license
- Scan driver's license

Residents must register their mobile number with the office of the Managing Agents who will conduct a verification process in order to use the app.

5.2.4 Members and their household [proof of residency may be required] who reside at Century View is issued with a vehicle tag and registered via biometrics.

5.2.5 Members who do not reside at Century View are not privy to a vehicle tag or biometrics. Tenants may only be registered via biometrics and only their landlord may provide the required information/ authorisation.

5.2.6 Trustees may from time to time amend the qualification criteria for either vehicle tag or biometrics and the required proof for residency [lease agreement] and or vehicle particulars/ ownership.

5.2.7 Vehicle tag or biometrics are not issued to visiting family, friends, visitors or any other person.

5.2.8 Additional vehicle tags cost R200.00.

5.2.9 Biometric Access Restrictions:

5.2.9.1 Biometric access systems may not be used by any person to grant entry to visitors or service providers.

5.2.9.2 When a resident is a passenger in a vehicle, they may not use their biometric credentials to grant access to that vehicle. Residents may only use their

biometrics when they are the driver, and such access applies solely to the resident themselves - not to any passengers in their vehicle entering or egressing the estate.

5.2.9.3 All visitors and service providers must present valid QR codes and identification as required in Section 5.2.3, regardless of whether they are accompanying a resident with biometric access.

5.2.9.4 Residents may only use biometric access for themselves and registered household members.

5.2.9.5 Any attempt to circumvent visitor registration procedures through unauthorized use of biometric access will be considered a security breach.

5.2.10 Tailgating Prohibition

Tailgating (illegal access/egress) 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. All visitors, service providers, deliveries etc. must be informed of this strictly enforced rule.

5.2.11 Vehicle Condition Requirements

Leaking vehicles (oil, diesel etc.) will be denied Estate entry outright and instructed clean the spill.

Breach

A breach by a member of any or multiples of the rules above will be fined R1, 000. 00 by the CVPOA

5.3 Members

5.3.1 No member shall do anything which is, or might be, prejudicial to the security of any other member or damage property of another member.

5.3.2 Members are required to treat all security officers in a co-operative and patient manner. No abuse, outburst or any form of strong verbal interaction towards security officers will be tolerated.

5.3.3 No Members may issue instructions to security personnel.

Breach

A breach by a member of any or multiples of the rules above will be fined R1, 000. 00 by the CVPOA

5.4 Visitors

5.4.1 Visitors are required to present their issued QR Code and in date vehicle and driver's licenses upon every entry to the Century View Estate. Refusal to do so will result in access being denied.

5.4.2 Visitors will always comply with instructions of the security personnel.

5.4.3 Visitors will always adhere to the Rules and Regulations of the CVPOA.

5.4.4 Security may refuse access to any visitor under the influence of alcohol or drugs.

5.4.5 Only private taxis will be allowed access upon verification by security with the resident ordering such service. Public taxis must make use of the Public Transport Interchange located in the greater Century City precinct.

Breach

A visitor to a member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA.

5.5 Domestic Workers and Gardeners

- 5.5.1 All domestic workers and gardeners must be registered for biometrics at the offices of the Managing Agent in order to enter the estate.
- 5.5.2 QR codes may be issued to temporary domestic workers and gardeners – which Temporary is defined as using their services on a need's basis.
- 5.5.3 Residents are obliged to ensure their domestic workers, gardeners and labourers are aware of all the provisions.

Breach

Domestic workers and gardeners of a resident who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA.

5.6 Estate Agents and Contractors

- 5.6.1 It is the responsibility of member to ensure that Estate Agents and contractors are familiar with the CVPOA Rules and Regulations and CVPOA Building Rules and Regulations and CVPOA Design Guidelines to Additions and Alterations.
- 5.6.2 It is the responsibility of member to ensure that the CVPOA Agreements are signed and a copy thereof provided to the CVPOA as per the set procedures thereof.

Breach

An Estate Agent and/or Contractor who has acted in breach of any or multiples of the rules above will result in the member being fined as per the relevant CVPOA guidelines.

5.7 House Alarms and Armed Response

Members are encouraged to provide for additional security measurements in the form of house alarms and armed response. Members must ensure that their service provider is aware of when they will be away for extended periods of time to ensure adequate monitoring and quick reaction in case of an alarm being triggered.

Breach

A faulty alarm causing inconvenience to other Members will result in the CVPOA issuing an instruction to the service provider to gain access to the property and repair same at cost to the member.

5.8 Electrical Fencing

The perimeter of the Century View Estate is divided into zones that may be protected by electrical fencing. These zones will trigger an alarm at the entrance gate guardhouse in case of possible breach. Certain areas are shared with adjacent developments where the electrical fence may be part of the neighbouring development.

- 5.8.1 Members on the perimeter wall are responsible for keeping any overgrowth clear of the electrified fence by a minimum of 500mm.
- 5.8.2 Members on the perimeter wall are responsible for advising visitors of the dangers pertaining thereto.
- 5.8.3 Damaged or broken electrical fencing must be reported to the CVPOA as soon as possible.

5.9 CCTV

Certain areas of the Century View Estate are monitored by 24-hour surveillance.

5.10 Patrols

Regular patrols, both on foot, by bicycle and vehicles are made through the streets of the Century View Estate.

6. Disturbances

- 6.1 Any conduct which disturbs or tends to disturb the peace and tranquillity of the Century View Estate and Members is not permitted.
- 6.2 Excessive and unnecessary noise by vehicles, appliances, tools, pets and/or excessive noise by individuals as determined by the Trustees in their sole and unfettered discretion from time to time as well as other sources attributable to a member constitutes a disturbance of the peace in terms of these Rules and Regulations.

Breach

A member or visitor who has acted in breach of any or multiples of the rules above will result in the member being fined as per the relevant CVPOA guidelines.

7. Use of the Streets

Membership of all the roads within the Century View Estate resides with the Local Council who may levy rates charge for roads and services, the cost thereof will be for the CVPOA Levy as per 4.1 above.

The users of the roads within the Century View Estate are to abide by the National Road Traffic Act No. 93 of 1996. The CVPOA Trustees may in their sole and unfettered discretion from time to time report any breach of the said Act to the Local Authority for prosecution.

- 7.1 The movement and control of traffic and pedestrians are subject to these Rules and Regulations and such further directives as may be made by the CVPOA Trustees.
- 7.2 No person shall drive any vehicle on any road within the Century View Estate more than 30 km/h, or in such a manner as to constitute a danger or nuisance to any other person or property.
- 7.3 No person shall operate any vehicle at any place within the Century View Estate unless the holder of a valid current driver's licence issued under the provisions of the Road Traffic Act No. 29 of 1989 (as amended).
- 7.4 The CVPOA may, if it considers it necessary or desirable to do so, impose a speed limit lower than that referred to above upon such roads or portions thereof as it may deem fit, either temporarily or permanently, or introduce any traffic calming measures, including but not limited to, speed humps and pedestrian crossings that they in their sole discretion deem necessary from time to time.
- 7.5 The use of quad bikes, scramblers, motorized scooters, or any vehicle with noisy exhaust systems and/or unroadworthy vehicles is prohibited anywhere within the Century View Estate.
- 7.6 No person shall drive any vehicle at any place within the Century View Estate except upon the tarred and brick paved portions described in the Local Authority scheme as common roads and upon any driveway within any Erf.
- 7.7 No persons shall drive any vehicle at any place within the Century View Estate while under the influence of alcohol or drugs which may impede his ability to control such vehicle.
- 7.8 The CVPOA may by means of appropriate signage, give or amend such directions as to the use of the common roads or any portion thereof, as it in its discretion may deem fit. Failure by any person to obey the same and give effect to such meaning shall constitute a breach of these Rules and Regulations.

- 7.9 Right of way within the Century View Estate shall be given to pedestrians, cyclists, skate boards, scooters, roller blades, domestic animals, and wild life at all places and at all times.
- 7.10 All trailers, boats, campervans, caravans and commercial vehicles must be stored within the boundaries of an Erf and must be concealed from view from the common roads and/or areas. If a person is unable to screen such trailers, boats, campervans, caravans and commercial vehicles on their property out of sight places designated for such purposes are available within Montague Gardens or Goodwood, the cost thereof for the account of the member.
- 7.11 No vehicle covers, tarpaulins, or similar protective coverings may be used on any vehicle parked within the Century View Estate, whether on private property or common areas.
- 7.12 Visitor Parking Bay Restrictions
- 7.12.1 Residents may not park their vehicles in parking bays specifically designated for visitors.
- 7.12.2 Visitor parking bays are located at the following areas within the Century View Estate:
- Century Grove
 - Pelican Walk
 - The Tuscans
 - The Grange
 - Cormorant Close
- 7.12.3 Visitor parking bays are reserved exclusively for visitors to the estate and may not be used by residents for any purpose, including temporary parking, overflow parking, or storage of additional vehicles.
- 7.12.4 Vehicles found parked in visitor bays by residents will be subject to removal at the owner's expense after a 24-hour notice period.
- 7.13 Parking on Verges and Visibility Requirements
- 7.13.1 Intersection and Corner Parking
- No vehicle shall be parked on any verge, grass area, or roadside within 6 meters of any intersection or corner, in accordance with National Road Traffic Act No. 93 of 1996. This restriction applies to all four corners of every intersection within the Century View community
 - The 6-meter measurement is taken from the corner of the roadway/intersection point
- 7.13.2 Visibility Requirements Residents must ensure that parked vehicles do not:
- Block or impair sight lines for drivers approaching intersections
 - Obstruct pedestrian visibility when crossing streets
 - Create blind spots that could lead to accidents
 - Interfere with emergency vehicle access
- 7.13.3 General verge parking guidelines when parking on verges is permitted (outside restricted zones):
- Vehicles must be parked entirely on the verge, not extending into roadways
 - Parking must not damage landscaping, sprinkler systems, or utilities
 - Vehicles must not block sidewalks or pedestrian pathways

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

8. Common Areas and Environmental Aspects

- 8.1 The CVPOA shall be entitled to control all aspects of the environment within the Century View Estate.
- 8.2 No person shall do anything or omit to do anything that may, in the opinion of the CVPOA, be likely to have a detrimental effect on the environment or that is likely to unreasonably interfere with the use and enjoyment of the common areas by Members.
- 8.3 Use of Playpark and Sports Court:
- 8.3.1 General Use:
The playpark and sports court are provided for the enjoyment and recreation of Century View residents and their families, subject to these regulations and consideration for surrounding community members.
- 8.3.2 Noise Control and Community Consideration:
- 8.3.2.1 Users of the playpark and sports court must be mindful of noise levels and the impact on surrounding residential properties, particularly during early morning, evening, and weekend periods.
- 8.3.2.2 Parents and guardians are responsible for supervising children and ensuring that excessive noise, shouting, or disruptive behaviour is minimized to respect the peaceful enjoyment of neighbouring residents.
- 8.3.2.3 Noise levels should be kept to a reasonable level that does not constitute a nuisance to surrounding Members, as determined by the Trustees in their sole discretion.
- 8.3.3 Operating Hours
The playpark and sports court operating hours will be determined by the Trustees from time to time.
- 8.3.4 Supervision and Responsibility
- 8.3.4.1 Children under 12 years must be always accompanied and supervised by a responsible adult.
- 8.3.4.2 Parents and guardians are fully responsible for the conduct and safety of their children and any damage caused by their children to the facilities.
- 8.3.5 Prohibited Activities
The following activities are prohibited in the playpark and sports centre areas:
- Amplified music or sound equipment
 - Organized events or parties without prior CVPOA approval
 - Consumption of alcohol
 - Smoking or vaping
 - Littering or leaving personal belongings unattended
 - Bringing glass containers or breakable items
- 8.4 Littering and camping are prohibited. Fires may not be lit on or about the common areas. Fires may not be lit on any Erf other than in properly constructed braai/fireplaces designed for that purpose or manufactured braais, including, but not limited to, a Weber braai.
- 8.5 No person shall discharge any firearm, air rifle, crossbow or similar weapon or device within the Century View Estate as defined in the Arms and Ammunition Act No. 75 of 1969 or any dangerous weapon of the Dangerous Weapons Act No. 71 of 1988 other than in self-defence. Hunting, disturbance, harming and trapping of any wild or domestic animal in any manner are strictly prohibited.

- 8.6 Fireworks are strictly prohibited within the Century View Estate.
- 8.7 Fishing may not take part in any form within the area designated as the detention pond.
- 8.8 Wading or swimming may not take part within the area designated as the detention pond.
- 8.9 No person shall anywhere within the Century View Estate disturb, damage, destroy or collect any plant material.
- 8.10 No person shall discard any litter or any item of any nature whatsoever at any place in the Century View Estate except in such receptacles as provided and in such places as may be set aside for such purpose and designated as such by the CVPOA.
- 8.11 No person shall have access to any area designated as the retention pond other than the area demarcated as the viewing deck.
- 8.12 No person shall launch upon the detention pond any craft of any description, save such craft may be required in connection with any work to be carried out on the instruction of the CVPOA and/or the CCPOA.
- 8.13 The CVPOA shall have the right to demand, on reasonable written notice, that any Alien or Exotic plants and/or trees be removed from the property of a member at cost to the member.
- 8.14 Vacant stands must be kept clean on a regular basis to the satisfaction of the CVPOA, failing which, the CVPOA reserves the right to clean on a regular basis at the expense of the member.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

9. Domestic Animals

- 9.1 Domestic animals posing no danger may be kept which shall be limited as stipulated in the by – laws pertaining to the City of Cape Town.
- 9.2 All domestic animals shall always, where possible, bare a tag which shall reflect the name, telephone number and address of the relevant pet owner.
- 9.3 No reptiles, livestock, aviaries, pigeons or poultry may be kept within the estate.
- 9.4 No curing or hanging up to dry of any meat fish, skin or carcass or any part thereof will be permitted within the Century View Estate.
- 9.5 The CVPOA reserves the right to request the pet owner to remove the pet should it become a nuisance or found to be under stress due to neglect.
- 9.6 Dogs must be always kept on a leash (which must be held at all times) when outside the boundary walls of a property. No member shall permit their dogs to roam the streets or any other property unattended unless under strict control and on a leash. If any dog digs a hole on common property or otherwise damages common areas, the pet owner shall be required to repair the damage.
- 9.7 Members must ensure that they carry a receptacle and clean up any mess created by the pet.
- 9.8 The CVPOA shall have the right to act against any person who fails to prevent persistent barking or pets creating any nuisance. Persistent complaints will result in the permanent removal of the pet from the Century View Estate.

- 9.9 No pet shall be left unattended inside a property for an extended period of more than 24 hours.
- 9.10 The Local Authority by-laws relating to pets will be strictly enforced. Any pet found to be tortured, under nourished or abused will be removed and the owner reported to the relevant authority.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

10. Domestic Refuse

Refuse removal is only undertaken by the Local Authority who may levy a rates charge. The official designated day for refuse removal within the Century View Estate **is on Tuesdays**.

- 10.1 Only the standard municipal wheeled black bins may be used for domestic refuse available from the Local Authority.
- 10.2 Members may only place the wheeled black bins on the verge on the morning of collection and must place same away on the same evening.
- 10.3 The wheeled black bins shall not be kept in such a place on the property so as to be visible from the common roads and/or areas.
- 10.4 Wheeled black bins found outside any property shall be deemed by the CVPOA to have been abandoned and will be removed from the Century View Estate, the recovery thereof being for the cost of the owner.
- 10.5 Any item or refuse of such a nature that cannot be removed by the Local Authority must be removed by the member on the same day, failing to do so the CVPOA will arrange for a waste collection contractor at cost to the member.
- 10.6 No member may dispose of any refuse, rubble and/or excess of any kind on any vacant Erf or common areas.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

11. Landscaping and Maintenance of Verges

- 11.1 Garden walls forming part of the streetscape must be regularly maintained and painted where necessary by the member.
- 11.2 Members must ensure that the lawn and garden areas visible from the common areas and forming part of the verges are well maintained and due regard given to the CVPOA Guidelines to Additions and Alterations clause dealing with landscaping.

Definition

For the purposes of this rule, a "grass verge" shall be defined as the area of land between a property owner's boundary wall/fence and the adjacent street curb, including any grass, plants, or landscaping elements contained therein. No bare sand verges allowed.

Maintenance Requirements

Each property owner shall be responsible for the maintenance of the grass verge directly adjacent to their property, regardless of whether this area falls within their property lines or on public land.

Required maintenance shall include:

- Regular mowing to of grass

- Removal of weeds and invasive plants
 - Removal of litter and debris
 - Edge trimming along verge/ sidewalks and curbs
 - Proper irrigation to maintain healthy grass coverage
 - Prevention of soil erosion
- 11.3 Members must ensure that properties, including driveways, are kept free of weeds and alien vegetation.
- 11.4 Members must maintain any trees planted on their verges; irrespective who planted same, be it the developer or prior member of the property.
- 11.5 Streetscape and Verge Modifications
- 11.5.1 Members must submit a plan to the CVPOA Trustees for approval when contemplating modifying their streetscape and verges, due to the requirement that hard landscaping may not 'dominate' the verge area.
- 11.5.2 A minimum of 30% of every property's verge must remain as soft landscaping (grass, plants, or permeable surfaces). Hard landscaping elements such as paving, concrete, or stone may not exceed 70% of the total verge area.
- 11.5.3 No modifications to streetscape or verges may commence without prior written approval from the CVPOA Trustees.
- 11.5.4 Breach unauthorized modifications to streetscape or verges will result in a fine and the requirement to restore the area to its original condition at the member's expense.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

12. Working Hours and Quiet Hours

- 12.1 Any work performed anywhere within the Century View Estate is restricted to the following hours:

Monday – Friday	:	08h00 – 17h30 (Century View Estate to be vacated by 18h00)
Saturday	:	08h00 – 12h30 (Century View Estate to be vacated by 13h00)
Sunday	:	No work is permitted
Public Holiday	:	No work is permitted

- 12.2 Every member within the Century View Estate must observe the “quiet hours” curfew as follows:

Monday – Friday	:	22h00 – 06h30 the following day
Saturday	:	23h00 – 07h30 the Sunday morning
Sunday	:	20h00 – 06h30 the Monday morning
Public Holiday	:	23h00 – 06h30 the following day, unless a Sunday 07h30

Exceptions to the above: Life and/or property threatening emergencies.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

13. Commercial Activities

No member may use a property within the Century View Estate for the sole purpose of operating a business.

Breach

A member who has acted in breach of rule above will result in being fined R1, 000. 00 by the CVPOA and the property to be vacated immediately.

14. Use of the Viewing Deck

- 14.1 The viewing deck is for the enjoyment of all Members. No children may be allowed onto the viewing deck without proper adult supervision.
- 14.2 No pets are allowed onto the viewing deck or into the area of the detention pond.
- 14.3 No person may access any part of the area designated as the detention pond.
- 14.4 The viewing deck shall be open for use on all days, from sunrise until sunset, or for such periods as determined by the CVPOA from time to time.,

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

15. Building Requirements and Construction

- 15.1 The provisions of the CVPOA Constitution and the CVPOA Building Rules and Guidelines and CVPOA Design Guidelines to Additions and Alterations relating to all construction activity must be strictly complied with.
- 15.2 Without limiting 15.1 above, no building or structure shall be erected within the Century View Estate unless the plans, specifications and construction thereof have been approved by the CVPOA, the CCPOA DRC and the Local Authority.
- 15.3 Any work whatsoever may not commence until such time as a copy of the CVPOA Contractors Agreement has been provided to the CVPOA.
- 15.4 Building deposit requirements
 - 15.4.1 Any work on a member's property exceeding 6 days total in a 30-day period (not limited to only 1 Contractor, i.e. could be an electrician for 2 days, a plumber for 3 days, a landscaper for 4 days etc), requires payment to the CVPOA of a refundable building deposit before any deliveries to the property and/or before any work commences on site.
 - 15.4.2 Building deposit amounts:
 - R5,000.00 - for works equal to or less than 90 calendar days
 - R10,000.00 - for works exceeding 90 calendar days
 - 15.4.3 The building deposit will be refunded in full upon satisfactory completion of work and restoration of any damaged common areas, verges, or infrastructure to the CVPOA's satisfaction.
 - 15.4.4 Any damage to verges, roads, or common areas will be deducted from the building deposit. Should damages exceed the deposit amount, the additional costs will be recovered from the member.
 - 15.4.5 Commencement of work exceeding 6 days in a 30-day period without paying the required building deposit will result in immediate cessation of all work.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence.

16. Appointment of Contractors

- 16.1 All contractor work is regulated and subject to the CVPOA Building Rules and Regulations and CVPOA Guidelines to Additions and Alterations. When appointing a contractor, all member is to provide a signed copy of the CVPOA Contractors Agreement to the CVPOA prior to the commencement of any work.
- 16.2 Contractor agreement requirements
A contractor may be denied access to the Estate without a signed Contractors Agreement for works exceeding 4 days in total.
 - 16.2.1 The signed Contractors Agreement must be submitted to the CVPOA and approved before any contractor work commencing more than 4 days begins.
 - 16.2.2 Work exceeding 4 days that commences without a signed Contractors Agreement will be immediately suspended until proper documentation is provided.
 - 16.2.3 Commencement of contractor work exceeding 4 days without a signed Contractors Agreement will result in immediate work stoppage.
- 16.3 Contractor Movement Restrictions
 - 16.3.1 Contractors, Service Providers, Delivery/Removal Personnel etc. (and all their employees) may not walk on the Estate or go anywhere other than the specific property for which they were granted entry.
 - 16.3.2 A contractor may only walk on the Estate (e.g. directly to and from the main gate, or to another resident seeking him/her) if accompanied/escorted by a resident 16 years or older (not a domestic or gardener).
 - 16.3.3 A resident assisting and/or allowing a Contractor illegal access to the Estate in breach of the Estate Rules will result in the Member being fined.

Breach

A member who has acted in breach of any or multiples of the rules above will result in the member being fined R1, 000. 00 by the CVPOA per offence

17. Electricity Supply

- 17.1 The CVPOA shall not be liable for damages, expenses or costs caused to Members for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity.
- 17.2 No person shall in any manner or for any reason whatsoever tamper or interfere with any electrical sub-station, meter or service connection or service protection device or mains supply.
- 17.3 The Members shall by manner of the CVPOA Levy as per 4.1 above, pay for the usage of electricity in all common areas within the Century View Estate, including the supply of electrical power to the entrance gate and electrical fencing.

18. Water

- 18.1 The CVPOA shall not be liable for damages, expenses or costs caused to Members for any interruption in supply, flooding and excess storm water or any failure to supply water.
- 18.2 The collection of rainwater is permitted, provided that the design of such collection method complies with the architectural guidelines of the CCPOA.
- 18.3 The sinking of wellpoint and boreholes is permitted within the Century View Estate subject to approval by the Trustees of the CVPOA and the CCPOA.

- 18.4 Under no circumstances must treated effluent or non-potable water be released into the common areas, used for construction or human consumption.
- 18.5 The Members shall by manner of the CVPOA Levy as per 4.1 above, pay for the usage of water in the common areas within the Century View Estate, including the supply of water to the entrance gate.

19. Letting

No member shall let or otherwise part with occupation of his property, whether temporarily or otherwise, unless he has agreed with the prospective tenant or occupier as a stipulation in favour of the CVPOA, that such tenant or occupier shall in all ways be bound by the CVPOA Rules and Regulations, and that the prospective tenant or occupier has signed a copy of the Estate Agent Agreement and provided a copy thereof to the CVPOA prior to occupation by the said tenant or occupier.

- 19.1 Short-Term Letting Prohibition
- Explicitly prohibits rentals under 6 months
 - Specifically mentions Airbnb and holiday rentals
 - Covers all forms of short-term accommodation
- 19.2 Minimum Lease Period
- Requires 6-month minimum lease agreements
 - Must comply with Rental Housing Act
 - Must include CVPOA Rules as binding conditions
- 19.3 Enhanced Penalties
- First offence: R5,000
 - Second offence: R10,000
 - Subsequent offences: R15,000 each
 - Plus: Legal action to cease unauthorized activity

20. General Rules and Conduct

- 20.1 Washing lines and similar devices must be placed below the level of the garden walls and suitably screened in order that they are not readily visible from any common area and/or neighbouring properties.
- 20.2 Advertisements or publicity material may only be displayed upon the Notice Board located within the postal collection area. No advertising may be placed upon any property.
- 20.3 No member shall accommodate or allow the accommodation of more than 2 (two) persons per bedroom in any property within the Century View Estate. Further, no garage may be converted for accommodation purposes.
- 20.4 Air-conditioning units may not be visible from any common areas.
- 20.5 No Wendy houses or tool sheds may be erected within a property.
- 20.6 The use of shade cloth and/or netting is prohibited.
- 20.7 The Century View Estate shall always be accessible to members of the SAPS, traffic officials, law enforcement, and Sheriff of the Court, who have authority of the CVPOA to prosecute offenders according to applicable legislation.

21. Enforcement of the CVPOA Rules and Regulations

21.1 Breach of Rules and Regulations

- 21.1.1 All members, tenants, contractors, resident employees, and delivery personnel

entering the Century View Estate are to comply with the CVPOA Rules and Regulations and obligated to cooperate with the CVPOA, the Managing Agent, security personnel and/or any other designated employee in their effort to enforce security and the CVPOA Rules and Guidelines.

- 21.1.2 In the event of any breach of the CVPOA Rules and Guidelines by any member, visitors or tenants, such breach shall be deemed to have been committed by the member themselves.
- 21.1.3 For purposes of the enforcement of the CVPOA Rules and Regulations, the CVPOA Trustees may take or cause to be taken such steps as they may consider necessary to remedy the breach of which a member and/or member may be guilty, and the CVPOA may take such action, including the appointment of such attorneys and legal counsel as they may deem fit, and enforce the provisions of the CVPOA Rules and Regulations in a court of competent jurisdiction, as it may deem fit.
- 21.1.4 Notice of breach shall be given in writing by the CVPOA to the member at the address given by the member, failing that, at the property of the member, and shall contain:
 - the nature of the breach;
 - the time, if applicable, in which the breach is to be remedied;
 - the fine which may be imposed by the CVPOA on the member;
 - if applicable, the time, date and place of the breach;
 - if applicable, a digital photograph of the breach;
 - any other information the CVPOA may deem applicable.
- 21.1.5 Where the CVPOA levies a fine, the amount will be reflected on the levy invoice and will be deemed due at the end of the month in which the invoice is submitted.
- 21.2 Notices and Appeals
 - 21.2.1 No member may refuse receipt and/or delivery of any notices in terms of the CVPOA Rules and Regulations. Refusal will result in the placement of the notice in the normal fashion, in attachment to the front door and/or gate of the property. Such services will be sufficient services of such notices.
 - 21.2.2 In the event of appeals or contesting of the facts relating to any fine imposed or decision made may be dealt with at the first Board of Trustees meeting after receiving such written representation within 7 days of receiving the notice of the fine.
- 21.3 Complaints
 - 21.3.1 In the event of complaints, the parties involved should attempt as far as possible to settle the matter between themselves, exercising due tolerance, reasonableness, and consideration.
 - 21.3.2 In the event of complaints not being resolved, a written submission must be made by the parties involved to the CVPOA.
- 21.4 Decisions and Arbitration
 - 21.4.1 The CVPOA Chairperson may appoint a committee of 3 (three) CVPOA Trustees and shall adjudicate upon the issue at such time and in such manner and according to such procedure as the CVPOA Chairperson may direct.
 - 21.4.2 The decision of the committee shall be final and binding in respect of the resolution of the dispute and no further appeal are allowed thereafter.

22. Contact Details

MANAGING AGENT	PORTFOLIO	ADDRESS	EMAIL	CONTACT NUMBER
Julio da Silva	Managing Agent	Grosvenor Square, Park Lane, Block B, BG02 CENTURY CITY	julio@propcafe.co.za	021 007 11 44
CVPOA Website	www.centuryviewpoa.co.za			

OTHER	PORTFOLIO	CONTACT NUMBER
Blaauwberg Administration	General Queries	021 550 1111
Blaauwberg Cleansing Department	Hygiene	0860 103 089
Century City Security	Venue Hosts	021 552 0198
Century View Security	Guardhouse	021 023 3581
City of Cape Town Service Requests (logging a C3)	Enquiries	0860 103 089 https://www.capetown.gov.za/servicerequests/
Milnerton Medi-Clinic	Health	021 529 9000
Milnerton Disaster Management	Disasters	021 550 1326
Milnerton Fire & Rescue	Fires	021 552 2222
Milnerton Electricity	Electricity	021 511 0600
Milnerton Water	Water	021 550 1371
SAPS Milnerton	Crime	021 528 2856

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