



# San Lameer

## RULES OF CONDUCT

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## **INTRODUCTION TO THE RULES OF CONDUCT (HOUSE RULES)**

The development of the Township of San Lameer ("San Lameer") started in 1977 with the proclamation of San Lameer Estate as a private township. The San Lameer Master Homeowners Association ("HOA") was established subsequent to the proclamation of San Lameer in 1977 and is managed as a Non-profit company in accordance with its Memorandum of Incorporation (the "MOI") as required by the Companies Act, 2008. The MOI provides for House Rules or Rules of Conduct to be introduced, modified or cancelled by the Board of Directors (the "Board"), in accordance with the provisions of articles 10.1 and 10.1.4 of the MOI to regulate, inter alia, the use of Land, Units, Services and facilities in the Township, and includes any other rules, protocols, guidelines or policies adopted by the Board from time to time or imposed by any competent authority. Any House Rule (or amendment thereto or cancellation thereof) that takes effect as contemplated in article 10.1.4 of the MOI will remain binding on an interim basis until put to a vote at the next General Meeting of the Company and will become permanently binding if ratified by ordinary resolution of the Members. In addition, the Members may, in General Meeting, make recommendations to the Board on House Rules to be made, amended or cancelled from time to time.

Construction of different sized residential units, also known as villas, has been continuing since 1977 with Sectional Title or Full Title ownership, including multiple ownership units where there is more than one owner registered. Furthermore, sport facilities and other amenities were also added over the years including the Country Club and 18-hole championship golf course, an Estate Hotel, a 9-hole Mashie course, mountain bike trail, squash and tennis courts and a bowling green, to mention but a few. Some units provide permanent residence to its owners, some are being used purely as a holiday destination by the owner(s) whilst in other instances the owners, who seldom visit their villas, see them as an investment and source of income and rather put them up for rental as often as possible. Even though there are many different types and uses of units and facilities within San Lameer, all are encircled by a single security, perimeter fence and all form part of a resort-styled residential estate managed by the HOA on behalf of all the owners (the "members") in order to execute the HOA's prime objective, which is to promote, enhance and protect the communal interests of its Members.

Members and other occupiers of villas in San Lameer enjoy a unique lifestyle in an environmentally rich Estate living development; however, this calls for certain restraints and owners and occupiers shall at all times consider the rights and privileges of other owners and occupiers. The purpose of these Rules of Conduct is to establish a uniform set of criteria to align actions of the members and their guests towards a peaceful and harmonious community environment within the diverse ownership, golfing abilities, age group, villa size and several other aspects in San Lameer. These Rules of Conduct also set criteria for behaviour and conduct for all Members and residents and are based on the principle of mutual respect for others at San Lameer.

To achieve the harmonious conditions, members of the HOA are obliged to convey the contents of the Rules of Conduct to all members of their households, their guests, their tenants and all other persons which may gain access to San Lameer under their jurisdiction, including contractors and service providers providing direct or indirect service to the members.

## **STRUCTURE, DEFINITIONS, INTERPRETATIONS AND DELEGATIONS**

The Rules of Conduct follow the contents of the MOI, including the definitions/ interpretations and aspects on membership of the HOA that determines the context of these Rules of Conduct. Where there is a conflict between the Rules of Conduct and the MOI, then the MOI shall prevail. In a similar way the by-laws of the local authority and the Acts and statutes and rule of law of South Africa also determines acceptable actions within San Lameer.

These Rules of Conduct, read in conjunction with the entire MOI with specific reference to Article 10, are supported by the following policies of the HOA, which shall be read with and implemented together with the Rules of Conduct (House Rules) of the HOA:

- Policy on Security and Access Control;
- Policy regarding Business, Home business, Home activity, Work-from-Home and Hobbies;
- Policy on Short-term Leisure rentals and Long-term letting;
- Policy on Architectural & Building Rules and Regulations including the installation of generators, water tanks and energy saving devices;
- Policy on the Appointment of Sales or Letting Agents/Property Practitioners;
- Policy on the POPI Act

In the Rules of Conduct reference to "San Lameer" shall mean reference to the resort-type residential estate enclosed within the perimeter fence encircling all the development phases of San Lameer, being all the township developments through the applicable town establishment processes plus the open spaces and common areas that may or may not have been included in the township developments;

Reference to "the HOA" shall have the same meaning as "the Association" or "the Company" in the MOI with all referring

to the San Lameer Master Homeowners Association.

Reference shall only be made to "member" or "resident" in these Rules of Conduct and shall mean the member and all those who gain access to San Lameer under the member's jurisdiction or instruction, thus being the member, the member's family, friends and guests as well as contractors and service providers and tenants who gain access to San Lameer for member-related or residential purposes, irrespective if payment has been made or not for such interaction;

The Managing Director/Chief Executive Officer ("MD") may delegate any of the powers delegated to him by the Board in terms of Article 12.11.3 of the MOI to any person nominated by him for the purpose and upon such terms and conditions as he may deem fit. Such delegations may from time to time be revoked either in whole or in part or the conditions of the delegations may be changed.

The HOA is responsible for the enforcement of the Rules of Conduct. It will not act as a mediator or have any obligation to intervene where Members and/or other persons have a difference or a dispute or a quarrel regarded by the HOA as a private matter between Members inter se and/or between Members and/or other persons.

In the event of a disaster or emergency whether affecting San Lameer alone or the local environs, the Province or the entire Republic of South Africa, Members shall comply with any Disaster and/or Emergency Management Policy which may be formulated by the Board from time to time to deal with the relevant disaster or emergency situation.

It should also be recorded that, in certain circumstances when the HOA provides a service to members or residents or when managing the environment in San Lameer, certain conditions contained in these Rules of Conduct may not apply to the HOA and its service providers, for example the keeping of guard dogs and the management or culling of wild life.

## **DOMICILIUM**

In the absence of the HOA having been duly notified by a Member or tenant of a physical address for service of any notice or process to be delivered in terms of the MOI or the Rules of Conduct, other than notices served regarding meetings of the HOA which are specifically recorded in the MOI, then the physical address of the Unit owned by a Member, or in the case of a tenant the physical address of the Unit occupied by the tenant, shall be deemed to be and shall serve as the Member or tenant's chosen *domicilium citandi et executandi*.

## **SECTION A**

### **SECURITY, ACCESS CONTROL, TRAFFIC AND ROAD SAFETY**

#### **A.1 SECURITY & ACCESS CONTROL**

- A.1.1 Security and access control shall be under the control and management of the security personnel appointed by the HOA who shall remain free from interference from any person other than duly appointed HOA personnel or representatives. Any complaints about security personnel or any related matter must be referred to the MD;
- A.1.2 Access to and egress from San Lameer are regulated and limited to only persons entitled to entry and leave and shall take place in accordance with the Policy on Security and Access Control;
- A.1.3 Access to and egress from San Lameer shall take place only at the designated positions, among others the main entrance gate, the Contractors' gate, the Marina Beach gate, the Trafalgar Beach gate and the Country Club gate, while in operation. Access to San Lameer through the beach gates will only be given to persons who left San Lameer through the same beach gate;
- A.1.4 The security personnel on duty have the right to search any person, vehicle, parcel, container or bag in possession of any person upon entering or exiting San Lameer, provided it is done within lawful parameters;
- A.1.5 All San Lameer residents, including guests and visitors, shall immediately report all cases of burglary, attempted burglary, intrusions and attempted intrusions to the security office personnel at the main gate building;
- A.1.6 As the San Lameer security perimeter fence provides the first line of security and safety to all residents, no activity, where possible, shall be allowed within a 2 (TWO) metre radius thereof;
- A.1.7 Registration of domestic personnel and their access to San Lameer shall take place in accordance with the regulations contained in the Policy on Security and Access Control.

**A.2 ROAD SAFETY, TRAFFIC AND THE USE OF VEHICLES/GOLF CARTS/BICYCLES AND OTHER MEANS OF TRANSPORT**

- A.2.1 All roads within San Lameer are private roads and fall under the jurisdiction of the HOA and the users thereof shall comply with the conditions of the National Road Traffic Act and the regulations issued in terms of these Rules of Conduct;
- A.2.2 The speed limit for all vehicles, golf carts and bicycles is restricted to 30 (THIRTY) kilometres per hour;
- A.2.3 The roads are used by a large number and variety of users and therefore pedestrians and wild life shall always have the right of way at all places and at all times on the roads within San Lameer;
- A.2.4 Vehicles, golf carts and or bicycles may be driven and used only:
  - A.2.4.1 Upon the brick-paved portions or otherwise constructed portions of the roads as indicated on the General Plan of San Lameer and described in the Land Use Scheme as Lots for use as private roads; or
  - A.2.4.2 Upon any driveway within any residential Lot; or
  - A.2.4.3 Upon any other road or track specially designated by the HOA from time to time on a plan of the Township to be posted in the office of the HOA for general information, and by means of appropriate signs; or
  - A.2.4.4 If it is a golf cart, on the golf course, designated golf cart paths and paved roads. Golf carts, owned and used by residents or visitors, shall display the owner's villa number or any other method of identification, as approved by the HOA, on the sides and or on the front of the cart. Golf carts, owned by the Country Club, shall display a designated number on the sides; and
  - A.2.4.5 No vehicle, golf cart or bicycle may be used or driven on the Mashie Golf Course.
- A.2.5 Any vehicle in San Lameer may only be driven by a person who is the holder of a valid driver's license or valid learner's license for the particular class of vehicle. Golf carts on any road, pathways or common property in San Lameer may only be driven by a person who is the holder of a valid driver's license or valid learner's license of at least a "**Category A1**" license, i.e., up to 125cc motor cycle license. This excludes the driving of golf carts by authorized, trained and tested employees of the HOA, including the Country Club, and other duly authorized persons, while performing their official duties;
- A.2.6 Such a valid driver's license or valid learner's license, referred to in Section A.2.5 shall be produced upon request to the HOA's enforcement officials or such other persons as may be authorized by the HOA to ensure compliance;
- A.2.7 Save for an appropriately licensed driver in control of any vehicle or golf cart being driven within the Township, no one else shall partially or wholly take control of any steering mechanism and/or controls of such vehicle/golf cart;
- A.2.8 Vehicles and golf carts shall at all times only be parked in a garage/carport/layby/drive-way of a villa or at a HOA designated, paved parking area. Residents may only park a vehicle or golf cart in another owner's carport after a written consent was submitted by the affected owner to the security office.;
- A.2.9 Only 1 (ONE) additional vehicle, excluding the vehicle in the carport or garage and any golf carts, may be parked at a Unit that is situated in the Sectional Title developments and mini-sub-Lot's in Coppers Creek. Parking of more than one vehicle at the larger free-standing Units is limited to the garage/carport and driveway within the boundary of the particular stand. All excess vehicles and golf carts may be parked at the paved parking area at the beach and adjacent to Squash Court A;
- A.2.10 When using a vehicle, golf cart or bicycle in San Lameer, the owner and or driver thereof acknowledge that it is used at own risk and hereby indemnifies the HOA in all ways whatsoever. Golf carts and bicycles operated at night shall be fitted with working front lights and working red lights or visible red reflectors at the rear. The Unit number of the owner shall be displayed on all golfs cart in such a manner as prescribed by the HOA, being easily visible during the day and at night.
- A.2.11 A two-seater golf cart shall only be used to transport two people, and a four-seater golf cart shall only be used to transport four people, with the exception of children under the age of 6 (SIX) years who then have to be on an adult's lap if transporting the maximum number of other persons at the time.
- A.2.12 No caravans, trucks, motorcycles, scooters, four-wheel motorcycles, three-wheel motorcycles, water bikes (jet-skis) or boats shall be brought into, parked or stored within San Lameer without the consent of, and subject to such conditions, of the HOA;

- A.2.13 Motorized or battery-operated scooters or any similar transportation/toys may not be operated and used in San Lameer. Hoverboards, skateboards and roller skates may be operated only in the common property parking area adjacent to Squash Court A provided that the parking of vehicles takes preference during peak seasons or any other designated area determined by the HOA from time to time. However, the HOA shall have the right to prohibit use of hoverboards, skateboards and roller skates if it considers designated areas unfit for use.
- A.2.14 Non-motorized equipment, e-bikes or other transportation toys may only be used by children on roads, pathways and common property in San Lameer provided that the children shall wear safety helmets and, if they are under 12 (TWELVE) years of age, are under direct adult supervision at all times;
- A.2.15 All trailers shall, after luggage or content has been offloaded, be parked out of sight in an enclosed garage at a villa or at one of the designated trailer parking areas as soon as possible;
- A.2.16 No helicopter or any other means of aerial transportation and or conveyancing, including drones, may operate from, or above or land at San Lameer without the consent of the HOA subject to such conditions as may be determined from time to time;
- A.2.17 For purposes of these Rules of Conduct, 'vehicle' shall mean a vehicle as defined in Section 1 of the Road Traffic Act, 93 of 1996.

## **SECTION B**

### **LIFE STYLE AND ESTATE LIVING**

#### **B.1 GENERAL CONDUCT AND GOOD NEIGHBOURLINESS**

- B.1.1 A unit (villa) in San Lameer is intended to function as a residential unit with the main purpose of residing there while enjoying the amenities and safe environment that San Lameer has to offer. Therefore, the occupation and habitation of units are not intended for contractors and their workers or workers performing contracting and or other work for and on behalf of a Member in San Lameer.
- B.1.2 The number of occupants and visitors in a unit are restricted to ensure that adequate services, amenities and infrastructure are available to all villas/units in San Lameer. The restrictions being:
  - B.1.2.1 For occupation - 2 (TWO) persons per bedroom. Occupation shall be regarded as a person present in San Lameer at midnight or for period longer than 12 (TWELVE) hours;
  - B.1.2.2 For guests (visitation) - 1 (ONE) additional person per bedroom for a maximum period of 12 (TWELVE) hours;
  - B.1.2.3 For House Parties – 2 (TWO) additional persons per bedroom, but limited to a maximum of 15 (FIFTEEN) at any unit regardless of the number of bedrooms, for a maximum period of 12 (TWELVE) hours. For larger parties or functions the Beach Deck, Club House Roof or Estate Hotel can be booked.
- B.1.3 Guests in the Estate Hotel may only receive visitation after a specific arrangement has been made with the Hotel reception and the HOA security and shall be limited to 1 (ONE) additional person per bedroom;
- B.1.4 The HOA may, at its sole discretion, allow more guests to visit, subject to such terms and conditions as may be determined by the HOA, upon receiving a request from a member/resident for special occasions;
- B.1.5 A member or resident shall ensure that guests to San Lameer shall comply with the Rules of Conduct and that access (and egress) shall take place in accordance with the HOA Policy in respect of Security and Access control;
- B.1.6 No fireworks may be set off within San Lameer;
- B.1.7 No person may create noise or play loud music at a unit or in the open areas or common property at any time which may cause interference to or detract from the enjoyment and harmonious atmosphere of neighbours and others in San Lameer. The use laser or strobe lights or any other form of flashing lights is strictly prohibited;
- B.1.8 All residents shall regard and observe the hours from 23:00 to 6:00 as quiet hours;
- B.1.9 Exterior light fittings and spot lights shall be adequately screened so as not to cause discomfort or nuisance to neighbours or passers-by;
- B.1.6 In order to maintain a pleasing landscape, no garments, household linen or any washing may be hung on railings or balustrades.

- B.1.7 For the safety of all, inflammable substances (specifically fuel for golf carts) must be limited in volume and be stored safely, in accordance with the appropriate by-laws of the municipality;
- B.1.8 No Unit or building may be utilized as a commune and no person may pitch, erect and or occupy any temporary structure including caravans, tents or gazebos anywhere in San Lameer, save at such places as may be designated for such the purpose and duration and on such terms and conditions as may be determined by the HOA;
- B.1.9 No domestic animals or pets may be brought into San Lameer except for the guard dogs kept by the HOA for security purposes and official guide and other dogs certified for use by blind persons or any other person with special needs;
- B.1.10 Owners of units with pools should ensure that all prescribed health and safety measures, including but not limited to, enclosed fencing around the pool with a lockable gate and or safety netting over the pool, are introduced. The installation of safety equipment, or lack thereof, is for the risk of the owner and the HOA is indemnified in all ways whatsoever.
- B.1.11 No person may slaughter any animal on common property in San Lameer except that the slaughtering of animals for bona fide ritual purposes may be permitted in a Unit or exclusive use area on reasonable written notice to and with the prior written consent of the HOA subject to such reasonable conditions that the HOA may prescribe and further subject to compliance with Municipal By-Laws and all other applicable legislation.

## **B.2 OPEN SPACE & COMMON PROPERTY INCLUDING THE LAGOON, LAKES AND RIVERS**

- B.2.1 The open spaces and common property in San Lameer shall be deemed to be the areas not covered by a building and is there to be enjoyed by all. The HOA may request a person to cease an activity and vacate an area if the actions of such persons interfere with the rights of the larger community to enjoy the open spaces or common property;
- B.2.2 Where the HOA has entered into an agreement with any person granting such person the exclusive use and occupation of any area in San Lameer, then no other person shall in any manner whatsoever disturb or interfere with such person's enjoyment of such exclusive use and occupation rights.
- B.2.3 The protection of Fauna & Flora including the natural landscape, lagoon, lakes and ponds at San Lameer is of importance to create the most natural environment for all visiting San Lameer. For this reason, certain actions are prohibited, being:
  - B.2.3.1 No person shall feed or shoot at any wild Fauna and/or capture, harm, destroy or allow to be captured, harmed, destroyed in San Lameer any wild Fauna. Fauna shall include, without derogation from the generality of the term, monkeys, dassies, genets, reptiles, birds and insects
  - B.2.3.2 No person shall, in San Lameer, disturb, damage, destroy or collect any Flora, whether alive or dead, save with the consent of or on the instructions of the HOA. Flora shall include, without derogation from the generality of the term, trees, plants, flowers, shrubs and grass;
  - B.2.3.3 No person shall launch upon the lagoon or any lake, pond or waterway in San Lameer any craft of any description other than crafts owned by the HOA, provided however that the HOA may permit, in its discretion, the launching of any other craft subject to such conditions as the HOA may deem fit to impose and at the own risk of the user or occupants.
  - B.2.3.4 Crafts owned by the HOA may only be launched and disembarked upon the lagoon at such points as may be designated by the HOA for the purpose, or at a jetty provided by the HOA save at a place which has been specially designated for the purpose by the HOA.
  - B.2.3.5 Access to certain areas in the open spaces and common property may be prohibited by the HOA.
- B.2.4 No additional walking or bicycle trials may be created by any party other than the HOA in addition to the designated and existing walking trials and the mountain bike trial;
- B.2.5 Fishing may only take place at the designated fishing pond provided by the HOA subject to the terms and conditions determined by the HOA. All other fishing and the removal of live bait or crustaceans in the lagoon, lakes, ponds or river in San Lameer is prohibited;
- B.2.6 To protect the natural environment, no littering or pollution of the lagoon or any lake, pond or river by any substance may take place, including the discharge of dirty washing water and the washing of clothes within

these water courses;

- B.2.7 The collection of golf balls or any other objects, including bathing and swimming, is prohibited in the lagoon, lakes, ponds and waterways in San Lameer;
- B.2.8 The HOA will take strong action in respect of minors consuming (or being in the possession) of alcohol in open areas and also in respect of any person found in possession of illegal substances.
- B.2.9 No fire of any type shall be lit anywhere in San Lameer except in such places as may be designated for the purpose by the HOA or at a residential unit in a properly constructed fireplace, braai or firepit in accordance with the plans approved by the HOA. Weber type mobile and easily movable devices may be used for a braai only:

B.2.9.1 On Full Title developed stands; and

B.2.9.2 In Sectional Title developments in Sections and on exclusive use areas only, but never on common property.

- B.2.10 Litter, rubble or any item of any nature may be discarded only in the appropriate receptacles provided for such purpose by the HOA;

- B.2.11 No person shall, anywhere in San Lameer, discharge any pistol, revolver, air gun, rifle, machine gun, crossbow, paint-ball gun, laser device or a laser pointing device or any other weapon/firearm as defined in terms of the Arms and Ammunitions Act, No. 75 of 1969, or any dangerous weapon as defined in terms of the Dangerous Weapons Act, No. 71 of 1968 as amended, except in self-defense, or where specifically approved by the HOA.

### **B.3 ELECTRICITY & WATER SUPPLIED AND MUNICIPAL SERVICES RENDERED BY THE HOA**

- B.3.1 The HOA acquires water and electricity in bulk from the district municipality and Eskom respectively and settles these accounts with these bulk suppliers monthly in accordance with the relevant service level agreements;

- B.3.2 The HOA supplies water and electricity to the villas in San Lameer through the service networks within San Lameer, reads the consumption meters at every villa and then collects revenue from every villa owner in terms of the HOA Electricity Memorandum of Agreement, the MOI and the Rules of Conduct;

- B.3.3 A Member shall, prior to electricity (or any other applicable services) being supplied to his Unit by the HOA, enter into a written agreement with the HOA for the supply of electricity (or such other services) as the HOA may supply subject to such terms and conditions as the HOA may determine from time to time.

- B.3.4 Any charges or tariffs payable to the HOA in terms of this Section for the supply of electricity (or such other services) shall be the prices determined by the HOA, which shall in respect of electricity services, ensure that at least all monthly charges or tariffs levied by Eskom to the HOA are covered and, in respect of other applicable services, that at least all relevant charges or tariffs imposed by the appropriate authorities in respect of such services supplied to the HOA are covered.

- B.3.5 The HOA may levy such administration charges, as determined by the Board of Directors from time to time, for the supply of electricity and other applicable services to Members.

- B.3.6 The removal of domestic refuse from every villa in San Lameer is the responsibility of the HOA and is subject to compliance by owners and residents to any guidelines and communications in this regard:

- B.3.6.1 All residents shall keep refuse inside bins outside of units in such places as may be specifically designated for this purpose;

- B.3.6.2 Containers for recycling may be presented at designated places by the HOA from time to time.

- B.3.7 The roads within San Lameer are private roads and are maintained, in conjunction with the stormwater drainage systems, signage and sewer infrastructure, by the HOA in accordance with the MOI of the HOA;

## **SECTION C**

### **SPORTING FACILITIES**

#### **C.1 TENNIS AND SQUASH COURTS**

- C.1.1 The tennis and squash courts shall be open for play on all days from 07:00 to 22h30, however the HOA shall have the right to prohibit play if it considers any court unfit for use or for any other reason whatsoever.

- C.1.2 Players using the courts shall provide their own racquets and balls and be dressed in prescribed and regulatory dress and shoes.
- C.1.3 The fee for use of the courts shall be determined by the HOA from time to time. No person shall be entitled to commence playing on a court until the fee has been paid. Proof of payment will be required.
- C.1.4 No Member may reserve more than one court and such reservation shall be in hourly periods for a minimum period of 1 (ONE) hour and a maximum period of 2 (TWO) hours on any one-day. Players may not use the courts without permission of the HOA or Hotel unless they have booked a time. The courts will be allocated on the basis of the earlier applications for reservation being given preference. In the event of any person having reserved a court and failing to commence play within 10 (TEN) minutes of the time for which the court had been reserved, any other person wishing to use the court may be permitted by the HOA to play.
- C.1.5 Children under 12 (TWELVE) years of age shall not be permitted to use the squash courts unless accompanied by an adult.

## **C.2 MASHIE GOLF COURSE**

- C.2.1 The Mashie golf course at San Lameer provides an opportunity for an informal and fun-filled round of golf on the par 3 nine-hole course with greens to a similar standard as the 18-hole championship course. The course is open for play, subject to the terms and conditions which the HOA may determine from time to time including the paying of green fees or the closure of the course if in the opinion of the HOA the course is unfit for play;
- C.2.2 No person may commence a round of golf on the Mashie except at the first tee;
- C.2.3 Persons using the Mashie course shall be obliged to provide their own equipment.;
- C.2.4 No golf carts are allowed on the Mashie course;
- C.2.5 No more than 8 (EIGHT) persons playing per group at any given time will be allowed and faster players should be allowed to “play through”.

## **C.3 18<sup>TH</sup> HOLE CHAMPIONSHIP GOLF COURSE**

- C.3.1 As provided for in the MOI of the HOA, a Golf Club has been established with a Golf Committee representing the Members to manage the Golf Club at San Lameer, including the 18-hole championship golf course, in terms of a Golf Charter, as determined by the MOI;
- C.3.2 Residents shall not conduct themselves in such a way as to interfere with, disturb or in any other way, cause a nuisance to any person legitimately playing golf on the golf course;
- C.3.3 Children under the age of 12 (TWELVE) years are not permitted on the golf course unless in the company of and under the supervision of a responsible adult;
- C.3.4 Tees, greens and sand traps are at all times strictly out of bounds to any person other than someone legitimately playing golf;
- C.3.5 Residents who wish to play “a few holes” early in the morning or late in the afternoon shall at first obtain permission from the Club Pro Shop and shall commence playing at the 1st or 10th tee;
- C.3.6 No walking, jogging and “joy riding” are allowed on the golf course when it is open; before 17:00 in winter and 18:00 in summer;
- C.3.7 No person who has been banned by the Club or suspended by Golf RSA or any professional golf body in South Africa are allowed to use the San Lameer golf facilities;
- C.3.8 As practice areas and facilities are provided, not practicing are allowed on the golf course without prior permission from the General Manager of the Golf Club.

## **C.4 BOWLS**

- C.4.1 The Bowling Green, which may only be used for Lawn Bowls activity, shall be open for play on all days from 09h00 till sundown, subject to terms and conditions which the HOA may determine from time to time including the paying of fees or the closure of the bowling green if in the opinion of the HOA the course is unfit for play;
- C.4.2 Leisure bowls dress and shoes or boots without heels shall be worn by players while on the green to protect

the playing surface from indentations and an uneven playing surface;

- C.4.3 Spectators and other non-playing persons shall not be permitted on the green while any play is in progress.
- C.4.4 Players shall supply their own woods. Jacks and mats may be obtained from the Leisure Desk, which is adjacent to the Meersig swimming pool.
- C.4.5 Children under 12 (TWELVE) years of age shall not be permitted to use the green unless accompanied by an adult.

#### **C.5 BOATING**

- C.5.1 Boats may be hired upon payment of a fee that may be determined by the HOA from time to time, which will be displayed at the Leisure Desk;
- C.5.2 No person shall use a boat, paddleboat, paddle ski or canoe on the lagoon without wearing a suitable life jacket.
- C.5.3. The HOA may at any time order any person sailing on the lagoon to leave forthwith if the HOA, in its sole discretion, considers his/her conduct dangerous or unsatisfactory.

#### **C.6 CRICKET PRACTICE NET**

- C.6.1 The cricket practice net, which may only be used for bowling and batting related to cricket, shall be open for play on all days from 07h00 till sundown, however the HOA shall have the right to close the cricket practice net if it considers the facility unfit for use.
- C.6.2 Persons using the cricket practice net shall be obliged to provide their own equipment.
- C.6.3 The use of the practice net shall be controlled by the HOA who may at any time request players using the practice net to vacate it if they contravene any of these Rules of Conduct or if their conduct is not satisfactory.

#### **C.7 SWIMMING POOLS**

- C.7.1 All children under the age of 12 (TWELVE) shall be accompanied by an adult;
- C.7.2 No pool cleaning equipment, pumps, piping, etc. may be used or moved by members or residents, and only the HOA appointed persons may operate the equipment. Pool furniture shall not be removed from the pools;
- C.7.3 The use of the pools shall not create an unreasonable nuisance or disturbance to those members or residents living in close proximity to the pools and the pools shall not be used in a manner causing unreasonably interference to other pool users;
- C.7.4 Floating toys, surfboards, cold drink cans, glass and hard objects of any sort are totally prohibited in the pools.

### **SECTION D**

#### **BUSINESS, HOME BUSINESS, HOME ACTIVITY, WORK-FROM-HOME AND HOBBIES**

- G.1 San Lameer is a resort-style residential development with a number of erven zoned specifically for commercial use being, amongst others, the locations of the Estate Hotel and Spa, the Convenience Store, Golf Cart Rentals, San Lameer Villa Sales, San Lameer Villa Rentals and the Cleaning Service provider.
- D.2 Maintaining the residential life-style of the residents in San Lameer in Lot's zoned for residential use ("Residential 1 or 3"), remains a priority. Residential 1 and 3 specifically excludes home business and home activities, but allows for Work-from-Home, which shall be defined as any business-type activity where the Member/resident operates alone without any additional employees from within a limited section of a Unit, generating an income from clients outside of San Lameer. The Policy on Business, Home business, Home activity and Work-from-Home shall apply for members who may wish to engage in such activities.
- D.3 Any activity or hobby, which can cause aggravation or nuisance to fellow residents or has the potential for causing pollution, hazardous situations and degradation of the residential environment, may not be conducted from any residential property. This includes auctions, jumble sales, the use of hobby planes or other aerial toys in any area within San Lameer;

### **SECTION E**

## **SHORT-TERM LEISURE RENTALS AND LONG-TERM LETTING**

- E.1 "Short-Term Leisure Rentals" shall, for the purposes of these Rules of Conduct, mean the letting or making available for use or accommodation by a Member or his duly appointed agent as contemplated in E.5 below, with or without compensation, a Unit in San Lameer for a period of 30 (THIRTY) days continuously or less and any such letting, use or accommodation for any period longer than 30 (THIRTY) days continuously shall, for purposes of these Rules of Conduct, be regarded as "Long-Term Letting".
- E.2 Owners of properties in San Lameer have different long-term objectives for the use of their properties at San Lameer ranging from exclusive own use for leisure and family holidays to ownership as an investment relying solely on rental income to realise the expected return on the investment. Some members hold their property as a combination of the above using it themselves from time-to-time and letting it when not in use.
- E.3 In some instances, owners/Members let their own units themselves whilst in most instances the letting of units is managed by a third party, being, among others, an agent, family member or San Lameer Villa Rentals, which is a wholly owned subsidiary of the HOA.
- E.4 When units are let directly by Members to guests/clients, it shall be the responsibility of such members to ensure that the guests, clients and visitors have been informed and understood the Rules of Conduct at San Lameer;
- E.5 Where Units are let by a third party, such third party shall be approved by the HOA in accordance with the HOA Policy on Short-term leisure Rentals & Long-term letting prior to the commencement of any letting.
- E.6 The normal remedies which the HOA may have with regards to the non-compliance with the HOA Rules of Conduct can include the refusal of entry to a guest/client/visitor if the terms and conditions of the Policy on Short-term leisure & Long-term letting were not followed or have not been complied with.
- E.7 No residential Unit or building may be utilized as a guest house, bed and breakfast or hotel accommodation and no Airbnb-type home-sharing activities shall be permitted, save that this restriction shall not apply to the hotel activities conducted by the Hotel on Erf 105. No sub-letting is permitted.

## **SECTION F**

### **ARCHITECTURAL AND BUILDING REGULATIONS AND APPOINTMENT OF CONTRACTORS**

- F.1 As provided for in the MOI of the HOA, a committee known as the Town Planning and Amenities Committee has been established with the composition and the function of this committee regulated under article 24 of the MOI;
- F.2 A Policy named Architectural and Building Rules and Regulations provides details on the following:
  - F2.1 Guidelines on the aesthetical aspects and approval process of building or alteration plans including, amongst others, swimming pools and spas, water tanks, generators, solar and other energy saving devices and awnings;
  - F2.2 The Contractors' and Owners' Code of Conduct for Category A, being new dwellings or extensions, additions and alterations to existing dwelling including those related to the amendment to the San Lameer Scheme as approved by the Ray Nkonyeni Local Municipality (RNM), as amended from time to time, and the building/addition of a swimming pool;
  - F2.3 The Contractors' and Owners' Code of Conduct for Category B, being renovations and or maintenance to the exterior of existing dwellings and Category C, being renovations, maintenance and or upgrade to the interior of dwellings including structural renovations and maintenance.
- F.3 It is important to take note that written approval must be obtained from the HOA prior to any building work or any alteration or addition or upgrading of any villa in San Lameer may take place. These include, but are not limited to, the installation or fitting of exterior awnings, balustrades, blinds, canopies, lean-to roofs, patio sliding or folding doors, shutters, swimming pools, exterior spa baths, radio mast/television aerial/satellite dishes, garage doors and interior structural work.
- F.4 Providing for a harmonious and relaxing atmosphere in San Lameer, no construction work may be carried out over weekends (Saturdays and Sundays), public holidays and holiday periods, save in cases of emergencies or with the written consent from the HOA obtained prior to the commencement thereof. The specific dates of the holiday periods shall be determined by the HOA annually and Members and contractors shall be advised accordingly.

- F.5 No Member, developing a stand, improving /extending an existing building or demolishing or rebuilding any portion of the exterior of any Villa/Unit or building on any stand, shall commence with such activity without a detailed plan approved by the HOA and the local Municipality, such plan being subject to all of the provisions of the San Lameer Town Planning Scheme as amended from time to time and all other applicable legislation.
- F.6 No application under SECTION F of these Rules of Conduct will be considered by the HOA if the applicant has any unpaid debts due to the HOA for more than 30 (THIRTY) days. The local Municipality will also not consider plans if it has not been approved by the HOA. It is a pre-requisite for the issuing of a HOA clearance certificate upon transfer that all buildings shall be in accordance with plans as approved by the HOA and local Municipality.
- F.7 Members, employing a contractor in terms of Clause F.5, are required to ensure that the contractor is knowledgeable of and follows all provisions of the Occupational Health and Safety Act 85 of 1993, as amended from time to time, and all other applicable legislation. The HOA takes no responsibility for any contractor appointed by a Member and reserves the right to remove any contractor from the San Lameer if such contractor is found to be in breach of the Occupational Health and Safety Act 85 of 1993 or in breach of any other applicable legislation.
- F.8 Even though full details on the process of approval and construction are provided for in the applicable policy the following important matters are repeated to remove all doubt:

  - F.8.1 No Member may, without the prior written approval of the HOA, according to the specifications as determined by the Town Planning and Amenities Committee, change the exterior colour or texture of a Villa/Unit or building concerned, nor the colour of the exterior doors and window frames, nor of any exterior fixture or fitting.
  - F.8.2 No Member may, without the prior written approval of the HOA, according to the specifications as determined by the Town Planning and Amenities Committee, replace any exterior appurtenances (including door and window handles, locks, knockers and similar ornaments, pergolas, blinds, shutters or awnings) upon the exterior walls or surfaces of any Unit or building, save only to replace such items as may initially have been installed upon construction of the Unit, with such items of the same nature and of similar appearance.
  - F.8.3 No Member, doing alterations or making structural changes to the interior of any Unit or building, shall commence with such activity without having submitted the scope of work in detail to the HOA for approval. In cases where structural changes are to be made to Units an engineer's report must be submitted with the scope of work.
  - F.8.4 No Member may, without the prior written consent of the HOA, change the utilization of any room shown on the approved building plans of any Unit including the utilization of any carport, storeroom, drying yard, patio or any other part of any building nor may any Member alter the number of bedrooms or other rooms by creating brick, concrete or drywall partitions without prior planning approval having been obtained from the HOA and the local Municipality.

- F.9 A Member, employing a contractor or service provider for whatever reason, is obliged to bring the Rules of Conduct and Architectural and Building Guidelines to the attention of such contractor (and all sub-contractors and service providers) since the Members are to be held responsible for any contravention of the Rules of Conduct or Architectural and Building Guidelines by such contractor's (and sub-contractors and service providers) activities on the particular stand or elsewhere on San Lameer;

## **SECTION G**

### **INTELLECTUAL PROPERTY RIGHTS AND MARKETING**

- G.1 Members acknowledge that the right, title and interest in and to the trademarks SAN LAMEER and SAN LAMEER & the S device/logo ("the SAN LAMEER trademarks") are owned by the HOA.
- G.2 Members undertake not to use the trademarks SAN LAMEER and/or SAN LAMEER & the S device/logo other than descriptively in order to identify the San Lameer Estate and the relevant Villa/Unit and/or Land within San Lameer in respect of which the Member is an owner.
- G.3 Members undertake that the use of the SAN LAMEER trademarks, by or on behalf of any Member, whether in a domain name or on a website or in any other form of social media, shall be strictly for the *bona fide* making available for rent or selling of a Villa/Unit and/or Land within San Lameer. Such a website shall clearly and prominently display on the landing page the words "*This website is not the official website of the San Lameer Estate or its Homeowners Association and is not affiliated to San Lameer Villa Rentals (Pty) Ltd*". The

respective Member further undertakes to immediately deregister the relevant domain name and/or remove the SAN LAMEER trade marks from the relevant website after such Villa/Unit and/or Land has been alienated and also undertakes to immediately remove from any social media platform any other content which the HOA by notice to the Member or any other responsible person indicates is undesirable or otherwise prejudicial to the HOA's interests.

- G.4 The HOA reserves the right to object to the registration of any domain or other name incorporating the SAN LAMEER trade marks (or any marks confusingly similar thereto) and/or to take action in respect of any website linked thereto or any other use thereof. Nothing in Section G shall be construed as a waiver of any of the HOA's rights in this regard.
- G.5 Members undertake that they will not contest or institute legal action or attack, or assist in any direct or indirect attack, on the SAN LAMEER trademarks, or in any way interfere with the use of the SAN LAMEER trade marks by the HOA.
- G.6 The acknowledgement and undertakings referred to in G .1 to G .5 above will be communicated to and will be made binding on the Members' tenants, family members, successors and assigns and agents acting on their behalf, and will endure for the benefit of the HOA's successors and assigns.
- G.7 No distribution of publications, leaflets, brochures, or marketing materials may take place at the main entrance gate, other access points or door-to-door in San Lameer.
- G.9 Members and estate and other agents are not permitted to erect or display "for sale" and/or "for show" and/or "to let" signage boards and any other marketing material, advertising and related signage anywhere in San Lameer without prior written approval of the HOA.
- G.10 No on-site auction of any Villa or building owned by a Member whether a forced sale or not, may take place. In exceptional circumstances a request for an on-site auction may be submitted to the HOA for consideration and its decision shall be final and binding.

## **SECTION H**

### **PENALTIES, FINES AND LEVIES**

- H.1.1 The HOA has the right to impose a penalty or a fine on any person in San Lameer who contravenes or fails to comply with any provision of the MOI or Rules of Conduct, or any term or condition or directive given in terms thereof. A person who has contravened or breached the MOI and or Rules of Conduct may be liable, among others, to a penalty or penalties in such amounts as may be determined by the Board of Directors from time to time as set out in a Rules Transgression Schedule.
- H.1.2 The HOA shall publish a Rules Transgression Schedule from time to time which specifies the penalties prevailing from time to time on the official San Lameer website and it will also be available at the onsite security office.
- H.1.3 A person who transgresses the MOI or any Rules of Conduct, with the exception of Sections A2 and B1 and B2, which transgression requires no prior written notice, shall at first receive a written warning requesting compliance with the MOI or Rules of Conduct where applicable. Failure to comply therewith may result in the HOA imposing a penalty or fine.
- H.1.4 In the event of a continuing offence, a person who continuously contravenes or fails to comply with any provision of the MOI or these Rules of Conduct, or any condition or direction/decision given in terms thereof, shall be deemed to be guilty of a separate offence for every 24 hours or part thereof during which such offence continues and shall be liable as set out in H .1.1 In respect of each such separate offence.
- H.1.5 All penalties imposed are payable at the HOA's Office within 30 (THIRTY) days failing which the provisions of H.1.6 shall be applicable. A person who is aggrieved by the penalty or fine imposed may, within 21 working days of the date upon which the penalty was imposed, lodge his/her grievance in writing with the HOA.
- H.1.6 A penalty imposed upon any Member which has not been paid within 30 days shall be deemed to be a debt due by such Member to the HOA and shall be included in such Member's levy account and shall be payable on the due date for payment of the monthly levy. The payment of penalties and fines that are in arrears, as well as any other outstanding levies, will be collected and recovered through the HOA's Collection Policy. The amount due will include the legal costs to appoint an attorney to do the collection, which may be payable "on demand"
- H.1.7 The HOA, represented by the appropriate official, shall only sign consents (i.e., clearance certificates) when a

Unit is sold in respect of those properties whose levies have been paid in full, all other obligations contained in the MOI and Rules of Conduct have been complied with (for example the structure, usage and status of the unit sold is in accordance with the approved “as built” plan) and upon receipt of a written Application and Undertaking by the transferee to become a Member of the HOA and acceptance of the conditions of the POPI Act Policy approved by the HOA.

## **SECTION I**

### **INSURANCE**

- I.1 The HOA shall obtain an umbrella policy insurance cover which premium shall be added to the Members' levies that includes insurance for:
  - I.1.1 Buildings on common property owned by the HOA;
  - I.1.2 Infrastructure, for example bridges, roads, fences, amenities, etc., on common property;
  - I.1.3 Movable assets, for example vehicles, furniture, IT equipment, etc., owned by the HOA;
  - I.1.4 Insurance cover for any insurance perils at a fair and reasonable replacement value for the building structure including the roof, fixtures and swimming pool pumps of all privately owned units at San Lameer whether owned under Sectional or Full Title;
  - I.1.5 All applicable liability insurance for the HOA and its directors.
- I.2 The HOA insurance policy shall reasonably ensure that the value of a unit will not deteriorate because of fire and or wind damage as well as other known insurance perils. Failure to advise the HOA of any changes to the insured unit or building will be considered as a confirmation that the member accepts the unit and buildings at the insured values and the terms of the policy;
- I.3 Members are responsible to:
  - I.3.1 Obtain insurance cover for all movables and contents of the Unit including personal effects;
  - I.3.2 Consider the annual option to obtain additional coverage by increasing, at own cost, the insurance cover of the villa building structure including fixtures and fittings;
  - I.3.3 Third party insurance for the usage of every golf cart owned by the member.

## **SECTION J**

### **INSTALLATION OF GENERATORS, WATER TANKS AND ENERGY SAVING DEVICES AT UNITS**

- J.1 Members wishing to install a generator, be it permanent or portable, a water tank or energy saving devices shall submit a formal application to the Town Planning and Amenities Committee for consideration and written approval by the Board before doing so.
- J.2 The application for and use of these installations shall comply in all aspects as contained in the Policy on Architectural and Building Rules and Regulations as approved by the Board and amended from time to time.