

Shelley Point Home Owners Association

GENERAL RULES

DATED – December 2021
REVISED: December 2023



Welcome to Shelley Point

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1. PREAMBLE

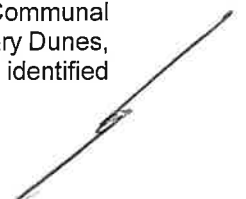
- 1.1 This Rules are not intended to be restrictive or punitive.
- 1.2 It is expected of Members (GR) and members of the public entering the Estate, to comply with the Rules issued by the Members, at a General Meeting, or the Committee, in accordance with the provisions of the Constitution.
- 1.3 The aim with the Rules is to provide a judicial framework safeguarding and promoting harmonious living and interaction within the Estate, ensuring the sustainability, financially and otherwise, of the HOA and managing and limiting the impact of the residential and infrastructural development of the Estate on the Environment.
- 1.4 Key to the attainment of the aspiration articulated in paragraph 1.3, is the successful practising of good neighbourliness, characterised among other: by conventions ensuring considerate, reasonable and civilised behaviour at all times; by an approach to resolving disputes amicably and in accordance with agreed protocol and principles; by avoiding any act or omission causing inconvenience or a Nuisance to others present in the Estate; by agreed arrangements safeguarding adequate room for the full enjoyment of private ownership in the Estate (and the unlocking of the full value thereof); by a culture of mutual respect; and by a commitment to respecting and accepting authority.
- 1.5 The HOA and the Committee may from time to time as determined in the Constitution, make, amend, repeal, interpret, and align, the Rules as required by circumstances, to protect the interests of the HOA, its Members and other relevant parties referred to in paragraph 1.2 above.
- 1.6 This Rules replace all Rules previously issued pertaining to the matters provided for herein and will be binding and take effect as contemplated in the Constitution, provided that any act performed, or waiver approved in accordance with previous Rules shall not be affected in any way.

2. INTERPRETATION AND STATUS OF THE RULES

- 2.1 The Rules contained herein, are made in terms of paragraph 10 of the Constitution.
- 2.2 Unless the context otherwise indicates, the words and phrases used or referred to in these Rules, will have the same meaning as ascribed to them in paragraph 3 of the Constitution. (See **Annexure "A"** to these Rules containing a copy of paragraph 3 of the Constitution for ease of reference).
- 2.3 Words and phrases appearing in the General Rules that are not defined in the Constitution will have the meaning ascribed to them as indicated herein:

Amenities	means the Communal Facilities in paragraph 4.8.4 to 4.8.6, excluding any Public Amenities as contemplated in the By-law on Public Amenities.
By-laws	means a By-law of the Saldanha Bay Municipality, and, depending on the context, a reference to a specific By-law.
Delivery Vehicle	means any mode of transport accessing the Estate to deliver goods and/or services to an Owner or Resident.
Encroachment	means, with regard to Coastal Public Property adjacent to the Estate and any part of the Communal Property (including, but not limited to, Primary Dunes, Admiralty Land, Littoral Active Zones and identified

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Sensitive Coastal Areas), the following actions, or activities (irrespective of whether the Encroachment is of a temporary or permanent nature): placement of an item; erection of a fence, wall, barrier, swimming pool, or bridge; landscaping, gardening, planting, maintenance or removal of vegetation; placement, movement, or removal of a dune; dumping, infilling or excavation of any material or disposal of soil, rubble or garden refuse, and Encroach and Encroaching within the aforementioned contexts, will have the same meaning.

Environment

means, depending on the context, the environment as defined in the applicable Statutory Provisions, and/or zoning or subdividing approval/s, and Environmental will have the same meaning.

Environmental Policy

means the policy and procedures approved by the Members at a General Meeting regarding the development and promotion of the marine and terrestrial habitats and all ancillary services required to achieve Environmental sustainability.

Guesthouse

means a property consisting of the facilities as described in paragraph 4.9.4.

Home Business

means, depending on the context, a business as described in paragraph 4.9.1.

Home Enterprise

means a revenue generating activity (for profit or otherwise), conducted from a private house within the perimeter of the Estate which is subordinate and incidental to the primary residential use of the private house requiring access and egress arrangements pertaining to regular client, patient, service provider, and/or goods delivery visits.

Littoral Active Zones

means any land within the perimeter of the Estate, whether Coastal Public Property or Communal Property, which is unstable and dynamic as a result of natural processes, and characterised by dunes, sand bars and other land forms composed of unconsolidated sand, pebbles or other such material which is either unvegetated or only partially vegetated, which does not qualify as Primary Dunes.

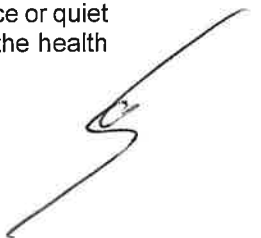
Member (GR)

means a Member as defined in the Constitution and includes, with amendments required by the context in the General Rules, Members, their families, tenants, visitors, occupants, friends, employees, service providers, contractors, sub-contractors, and invitees.

Nuisance

means any act or omission, or condition on any premise within the perimeter of the Estate, which is offensive or dangerous, or which materially interferes with the ordinary comfort, convenience, peace or quiet of a person or which may adversely affect the health and safety of people.

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- Person Designated by the Committee** means a person authorised by the Committee, after consultation with the Environmental Sub-committee and on conditions set by the Committee, to perform the functions as described in these Rules, who may be a Member and/or an employee of the HOA, or any other person with appropriate knowledge of Environmental matters relevant to the Estate.
- Primary Dunes** means the first dunes above the intertidal zone and consists of a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms.
- Pets and Domesticated Animals** means the animals pertinently referred to in the General Rules, but, if necessitated by the context, will also include "Animals" and "Birds" as contemplated in the By-laws pertaining to Public Amenities and Public Nuisances.
- Sensitive Coastal Area** means an area declared or identified as such respectively by a relevant authority or the HOA.
- Short-term Rentals** mean the practise whereby Owners or Tenants of properties within the perimeter of the Estate avail furnished living space for short periods of time, from a day to weeks on end.
- Small Boat Harbour** means the property within the perimeter of the Estate adjacent to Phase 5 and 6.
- Statutory Provision/s** means a referral to applicable national, provincial, and/or local legislation and related regulations regarding the matter determined by the context, and Statute will have the same meaning.
- 2.4 All Rules must be read in conjunction with and supplemented by the Constitution, related Statutory Provisions, and particularly the By-laws (See for example the By-laws pertaining to Municipal Land Use Planning, Public Nuisances, Public Amenities, House Shops, etc.).
- 2.5 The headings to the provisions in the Rules are for reference purposes only and shall not be definitive in the interpretation of the provisions and/or its applicability.
- 2.6 The HOA has no jurisdiction regarding Coastal Public Property adjacent to the Estate and any Public Amenities that may be situated adjacent to or within the perimeter of the Estate.
- 2.7 No person may prevent access to Coastal Public Property, and subject to certain Statutory Provisions, and the access control measures of the HOA, natural persons have the right of reasonable access to the Coastal Public Property adjacent to the Estate, via Public Servitudes (See paragraph 4.13.7.10 and 4.13.7.11 regarding access of members of the public to the Coastal Public Property adjacent to the "Small Boat Harbour").
- 2.8 The areas referred to in paragraphs 2.6 and 2.7 above are subject to the provisions of applicable legislation and subdividing approvals and is governed and managed in accordance with the mandates of the respective authorities, with due cognisance of any restrictions.
- 2.9 Notwithstanding the provisions of paragraph 2.6 to 2.8 above, the Committee appeals to Members (GR) and members of the public entering the Estate, to comply with the relevant

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legislative provisions, and to report any transgressions to the relevant authorities, Management, and the Estate Security.

- 2.10 In the event of any conflict between the provisions of the Rules and the provisions of the Constitution the provisions of the Constitution prevail, and similarly, in the event of any conflict between the provisions of the Constitution/Rules and the provisions of any relevant Statute or By-law, the provisions of the Statute or By-law will prevail.
- 2.11 The provisions contained in this Rules are severable and divisible as to each provision, or part thereof, and should any provision be declared invalid or unenforceable by a competent court, such a finding will, subject to the order of such court, not affect the validity and/or enforceability of the remaining provisions or parts thereof.
- 2.12 Rules are binding and equally applicable to all Members without any form of discrimination.
- 2.13 Notwithstanding the fact that an act or omission constituting a breach of a Statutory Provision is not referred to in the Constitution or the Rules, the Committee must act in accordance with any statutory obligation arising from such breach with a view to protecting the Committee and its members from any statutory liability and safeguarding the interests of the Members and the Residents.
- 2.14 Members are responsible for ensuring that family members, tenants, visitors, occupants, friends, employees, service providers, contractors (inclusive of sub-contractors), and invitees, are made aware of and abide by the provisions of the Constitution and the Rules.
- 2.15 Members will be responsible and accountable for transgressions of the Rules by the individuals, groups, or entities referred to in paragraph 2.14 above during their presence on the Estate, while accompanying the Member or entering the Estate, after receiving security clearance in accordance with the security protocol, as a visitor to the Member, or to provide any service to the Member as a contractor or sub-contractor.
- 2.16 While the Committee and Management will make every reasonable effort to enforce the provisions of the Rules, any failure on their part to pursue matters shall not give rise to any liability by the HOA, the Committee, Management, or any other functionary of the HOA, unless such failure constitutes a breach of a legal obligation in terms of a Statutory Provision and/or resulted in loss or damage of whatever nature recoverable in law.
- 2.17 Any relaxation, extension of time, delay or failure (collectively called "relaxation") by the HOA, the Committee, Management or any other functionary in exercising any right or acknowledging any obligation under the Constitution, the Rules, or any Statutory Provision, will not be construed as a waiver of that right or obligation, and will not preclude the HOA, the Committee or its functionaries, from subsequently exercising or enforcing any of its rights and obligations, nor will any relaxation constitute a waiver of any kind.
- 2.18 A waiver of any right under the Constitution and the Rules, will only be binding on the HOA to the extent that the waiver has been reduced to Writing, does not constitute a transgression of any Statutory Provision, and has been approved by the Members at a General Meeting, or a delegate of the HOA in accordance with the approved Delegation Framework.
- 2.19 Any Member of the HOA, their families, tenants, visitors, occupants, friends, employees, service providers, contractors (inclusive of sub-contractors), and invitees has the right to take appropriate action in a competent court of law, or to approach CSOS, to protect or give effect to any right, embedded in the Constitution, the Rules, in common law and/or a Statutory Provision, irrespective of whether the HOA has pursued the matter, or not.
- 2.20 Without impacting negatively in any way on the right of the HOA to approach a competent court for appropriate relief, persistent and habitual transgression of the Constitution and the Rules, entitles the Committee to impose remedial actions and penalties not provided for in the Rules,

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provided that the remedial actions and penalties are rational, reasonable, and based on the facts before the Committee, considering mitigating/aggravating circumstances as well.

- 2.21 Disputes between Members, arising from their own acts or omissions, or because of the acts or omissions of their families, tenants, visitors, occupants, friends, employees, service providers, contractors (inclusive of sub-contractors), and invitees, or disputes between Members and the HOA the disputants are notwithstanding the provisions of paragraph 2.19 and 2.20 strongly advised to endeavour to resolve their differences in the first instance by following the protocol described in paragraph 7 below.
- 2.22 Where the consent, agreement, or permission of the HOA, the Committee or Management is required, the request must, among other, refer to the reason for the consent, agreement or permission required, and, in the event of the HOA, Committee or Management's refusal or withholding of such consent, agreement, or permission, the person whose rights has been negatively affected by the decision may exercise his rights of review, or appeal, as appropriate, or may seek any other appropriate interim relief in a competent forum or court of law.

3. DELEGATION OF AUTHORITY

- 3.1 Save where the provisions of the Constitution and the Rules clearly indicate otherwise, the authority to apply, manage and monitor compliance with the Rules has been delegated as contemplated in the paragraph 3 of the Constitution by the HOA to the Committee and by the Committee to the Estate Manager, with due regard to his consultative obligations and explicit restrictions placed by the relevant authority to act, or further delegate.
- 3.2 The authority to apply, manage and monitor compliance with the Rules contained in the following paragraphs of the Rules have been delegated as contemplated in the paragraph 3 of the Constitution to the Estate Manager, namely paragraph 4.1, 4.3 to 4.6 (excluding 4.6.4), 4.8 (excluding 4.8.7), 4.9, 4.11 to 4.15.
- 3.3 The Committee may withdraw any of the delegations of authority contemplated in paragraph 3.2 at any time or redirect the delegated authority to a Trustee or a Sub-committee of the Committee, or take any other action allowed in terms of the Constitution, should such withdrawal or redirection be in the best interest of the Estate, the Members, or the residents at large.

4. GENERAL RULES OF THE ESTATE

4.1 Conduct Rules: General

- 4.1.1 The use of the roads in the Estate and the Communal Property and Facilities of the HOA, is entirely at the user's own risk, and the HOA will not be held liable for any damage or harm caused to any person or property which arises from the use of the said roads, property, and facilities.
- 4.1.2 The HOA will not be liable for any damages, of whatsoever nature or from whatsoever cause, suffered by Members and other people present in the Estate, arising from the golfing activities or the behaviour of fauna on the Estate.
- 4.1.3 Fauna may not be chased, trapped, or interfered with in any way, except by the HOA, or any other competent authority, in performing their respective conservation duties.
- 4.1.4 Flora as well as any natural features such as rocks, dead wood, and items of archaeological significance, may not be damaged, removed or moved from any Communal Property or heritage site, except by the HOA, or a competent authority in performing their respective conservation duties.
- 4.1.5 Entering and/or encroaching onto areas demarcated as natural and cultural heritage sites is not allowed, except for persons having written consent from the Management to enter such for purposes of pre-approved visiting, maintenance, or research.

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- 4.1.6 Disorderly and vandalising behaviour of whatever nature on any Communal Property or in any Communal Facility will not be tolerated, and Communal Property and Facilities visited must be left clean of any litter. Save as permitted by law and the conditions applicable to any license granted by a relevant authority to the HOA, inclusive of any of its subsidiaries, the use of alcohol products, narcotic substances, tobacco products, and electronic cigarettes (vaping), is not allowed on Communal Property and in Communal Facilities.
- 4.1.7 Open fires, including the burning of rubbish, are not allowed anywhere on the Estate, whether on private premises or Communal Property, except in structures, inside or outside a building, designed and designated for such, and in approved movable gas and wood braai appliances.
- 4.1.8 The use of fireworks, in any manner whatsoever within the Estate, is forbidden.
- 4.1.9 Litter, rubble, or refuse may not be dumped or discarded anywhere in the Estate, except in demarcated areas, or containers and bins designated for such purpose. Members should refrain from dumping common waste into skips on building sites without the permission of the Building Contractor.
- 4.1.10 A particular appeal is made to Members (GR) to leave Communal Property and Facilities, visited in as clean a condition as possible and to develop the habit of picking up and disposing of any litter encountered in the waste bins provided.
- 4.1.11 Members (GR) are also encouraged to apply, in an exemplary way and despite the absence of jurisdiction by the HOA, the practice described in paragraph 4.1.10 to the Coastal Public Property adjacent to the Estate (paragraph 2.6 above).
- 4.1.12 Piloted aircraft, such as drones or any other remote-controlled flying object may not be used in the Estate, unless prior written consent of the Chairperson or his delegate has been obtained, which consent will be subject to compliance by the applicant with the rules and regulations of the South African Civil Aviation Authority Act, 1998, as amended.
- 4.1.13 No firearm, air gun or air pistol, catapult, bow and arrow or any other weapon may be used on the Estate.
- 4.1.14 Members of the Committee, employees, and service providers of the HOA shall be treated courteously and with due respect by Members (GR) and is not allowed to interfere with, nor give instructions to said Trustees, employees, and service providers, or touch, handle, tamper with or move any vehicle, machinery, tool, radio, computer or any other item of the HOA or used by a service provider, and a similar courteous treatment is reciprocally expected from Trustees, employees, and service providers of the HOA of Members (GR).
- 4.1.15 Members of the Committee, employees, and service providers of the HOA, together with Members (GR) shall not indulge in or permit any insensitive and offensive behaviour disrespecting the fundamental rights of people enshrined in the Constitution of South Africa, 1996, as amended.
- 4.1.16 Complaints addressed to the HOA must be in Writing and Delivered to the Office.

4.2 Emergencies and Disasters

- 4.2.1 In terms of paragraph 10.6 of the Constitution, the Committee is entitled to issue Rules which will take immediate effect with the view to managing an emergency or disaster, and to give effect to any related Statutory Provisions and directives.
- 4.2.2 With a view to giving effect to the rights and obligations of the HOA, the Committee may issue in addition to the Rules contemplated in paragraph 10.6 of the Constitution a Written Notice containing an emergency/disaster operational action program with timeframes, responsibilities, and other relevant information as necessary.

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- 4.2.3 The Written Notice contemplated in paragraph 4.2.2 must also be accompanied with an emergency/disaster communication protocol, which will be binding upon all Members (GR) indicating, among others, the official source and medium of communication, as well as the frequency of status and progress reports.
- 4.2.4 Members (GR) may be called upon by the Committee or its delegate to mobilise all available resources in an effort to address the challenges posed by the emergency/disaster to the Residents of the Estate and/or the Estate itself, and/or the community, which resources will be co-ordinated and integrated by the Committee or its delegate with a view to remaining focused and to preventing any possible interference in the access and work of emergency services, and the program and protocol issued by the Committee.
- 4.2.5 The Committee may, as it deems appropriate, pro-actively develop disaster/emergency protocol and strategic watch group/s with a view to monitoring any contextual indicative developments, ensuring timeous and reliable levels of intelligence, and enhancing responsiveness.

4.3 Use of Private Facilities, the Abatement of Noise and Disturbances

- 4.3.1 The provisions of the By-laws pertaining to Municipal Land Use Planning, Public Nuisances and Public Amenities are applicable to the use of private facilities, the abatement of noise and disturbances within the perimeter of the Estate, and will enjoy preference, and will be enforced by the Committee, with the changes required by the context, as Rules. The aim therefore with the recording of certain Rules regarding the above in paragraph 4.3, is to emphasise the rules pertinent to the Estate and to record specific arrangements applicable to the Estate, as the case may be.
- 4.3.2 No private residence or unit is permitted to be used as a commune, as defined in the By-laws applicable to the Estate.
- 4.3.3 Regarding the occupation of properties, a maximum number of 2 (two) adults per bedroom is allowed, and owners and their letting agents are responsible to ensure compliance.
- 4.3.4 Members (GR) may not use, or permit the use, of a private residence or unit for any purpose requiring the permission of the HOA in accordance with the Rules or the approval of the Local Authority in terms of applicable By-laws, without such permission or approval.
- 4.3.5 Members running Home Businesses within the perimeter of the Estate must comply with the relevant provisions of paragraph 4.9 below.
- 4.3.6 Camping of whatsoever nature is not allowed on Private Property within the perimeter of the Estate.
- 4.3.7 The level of noise, from whatsoever source, emanating from a private residence or unit, must be at a reasonable level so as not to be a Nuisance to adjoining or surrounding inhabitants..
- 4.3.8 When planning a party in a private residence or unit, nearby residents should, as an act of courtesy, be informed.
- 4.3.9 Loud music emanating from motor vehicles and golf carts causing a disturbance is not permitted.
- 4.3.10 Vehicles and motorcycles, of whatsoever make or design, with noisy exhaust systems (usually after-factory fitted) are prohibited from being driven around in the Estate, except for entering and exiting the Estate and with due efforts to keep noise pollution within acceptable standard.
- 4.3.11 All users of the roads within the Estate must practice restraint as far as excessive engine noise, hooting and slamming of doors is concerned, particularly between the hours of 23h00 and 06h00.

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- 4.3.12 Exterior or other lighting installed for security or ambient purposes, must be directed, and shielded in such a way as not to disturb or cause a Nuisance or discomfort to the neighbours or fauna.
- 4.3.13 The use of noisy equipment, including but not limited to, power tools, lawnmowers, grass trimmers, outdoor power equipment and the like used for private purposes (maintenance, hobbies, etc.) whether used by Members (GR) shall only be allowed between the following hours: Mondays to Fridays (07:00 to 20:00), Saturdays (07:00 to 18:00) and Sundays (in instances of emergencies only).
- 4.3.14 In instances of power outages in the Estate the use of generators as an alternative source of electricity is allowed, subject to the provisions of paragraph 4.3.17, for households and essential services between 05:00 and 23:00. Residents should endeavour to keep the noise below 50 DB.
- 4.3.15 Essential Communal Property and Facilities maintenance by the HOA or its service providers is exempt from the restrictions in paragraph 4.3.13 and 4.3.14 above.
- 4.3.16 The Building Design and Construction Rules must also be consulted with a view to noting special arrangements that may deviate from the restrictions contemplated in paragraph 4.3.13 and 4.3.14 above.
- 4.3.17 A Member may not allow the installation or use of any swimming pool pumps, swimming pool heating apparatus, air conditioners, cold storage rooms, water features, generators, or any motorised equipment, which has not been placed and installed in such a way that it will not cause any undue noise or Nuisance to neighbours or fauna. When in doubt the guidance of the Management must be sought before installation.

4.4 Use of the Roads and Related Matters

- 4.4.1 The roads are an integral part of the infrastructure of the Estate for the use of all residents, visitors, contractors, and others entering the Estate, whether in vehicles, motorcycles, bicycles or on foot. Any abuse of roads and behaviour, of whatsoever nature, posing a danger to other, or likely to cause damage to the roads and related infrastructure, will not be tolerated, and subject to severe remedial actions.
- 4.4.2 Motor vehicles, golf carts, motorcycles, scooters, and the like, are permitted to be driven only on the demarcated roads and parking areas of the Estate. Coastal Public Property, undeveloped Public Servitudes, and Communal Property (inclusive but not limited to parks, pathways, pedestrian bridges, road reserves/sidewalks, the golf course, and any other unmarked reserve area), are off limits, except for the service and maintenance vehicles of the HOA, and the vehicles of a competent authority, or permitted by such authority, in relation to the Coastal Public Property.
- 4.4.3 People on foot may, in addition to the demarcated roads of the Estate referred to in paragraph 4.4.2 above, also access demarcated trails for purposes of walking or jogging.
- 4.4.4 Notwithstanding the provisions of paragraph 4.4.2 above, golfers may while playing, access the golf course with golf carts, but must remain on cart paths and other demarcated areas as indicated on the course.
- 4.4.5 The use of quad bikes on the Estate is not permitted.
- 4.4.6 Although the roads within the Estate are not regarded as public roads, the road traffic rules of relevant road traffic Statutes, Regulations and By-laws applicable to the use of public roads within the Province and the Municipality, will apply to the use of the roads under the exclusive jurisdiction of the HOA (excluding declared Coastal Access Land, if applicable), and all persons entering the Estate must agree to such, as well as any other road use rules and

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associated penalties for the breach of the Rules the HOA may impose from time to time, as contemplated in paragraph 6.7 of the Constitution.

- 4.4.7 The signage, use and maintenance, among others, of any road within the perimeter of the Estate developed on declared Designated Coastal Access Land as contemplated in section 18 of the National Environmental Management Integrated Coastal Management Act, 2008, as amended, will be determined in accordance with section 13 and 20 of the Act, as amended, and the By-laws issued in accordance therewith.
- 4.4.8 With regard to the roads in 4.4.7, the HOA shall, when applicable, strive to conclude appropriate agreements with the Municipality, the terms and conditions to be agreed to by everyone entering the Estate, to the effect that the HOA and its delegates will be permitted to apply the By-laws, and any additions and/or restrictions the HOA and the Municipality deems necessary (See section 13 (2) and 20(2) of the National Environmental Management Integrated Coastal Management Act, 2008, as amended), in the interest of the safety and security of the whole community and the protection of the Environment,
- 4.4.9 Notwithstanding the fact that roads within the Estate are not regarded as public roads, it is not permitted for a person not in possession of a valid driver's license to drive or ride within the Estate any motorised vehicle, motorised scooter, motorcycle, golf cart or any other item for which a driver's license is required in terms of any applicable law.
- 4.4.10 Subject to the provisions of paragraph 4.4.8 regarding the roads contemplated in paragraph 4.4.7, the speed limit on all roads within the Estate is a maximum of 40 km/hr and the HOA reserves the right to install and use equipment measuring the actual speed of road users and to apply strict enforcement in instances of any transgression.
- 4.4.11 The HOA has taken all reasonable steps to control the traffic and speeding in the Estate by means of speed humps and traffic signs, supplemented with prescripts regarding heavy vehicles with a view to protecting the road infrastructure. But road users must remain vigilant due to the design of the roads in the Estate and are obliged to approach every intersection with caution and to treat such as a four-way stop, or a traffic circle, whilst applying the applicable road traffic rules.
- 4.4.12 Pedestrians, fauna, and golf carts crossing the roads, have priority over vehicles, but notwithstanding, extreme caution must be taken, speed reduced, and driving style adapted appropriately by all drivers (both vehicles and golf carts) near designated children's play areas, golf cart crossings, and areas likely to house fauna.
- 4.4.13 Road users' attention is drawn to the fact that children present in the Estate are frequent road users due to the residential nature of the Estate, and that it often happens that children, in the process of using the roads, would also be playing in the streets.
- 4.4.14 Parents and guardians of children are solely responsible for the children's safety and for ensuring that the children are made aware of the dangers relating to the use of the roads.
- 4.4.15 Motor vehicles, golf carts, motorcycles, scooters, bicycles, and the like must be parked in designated parking areas and are driven or ridden, as the case may be, and parked at the sole risk of the owner of the vehicle.
- 4.4.16 Motor vehicles, golf carts, motorcycles, scooters, bicycles, and the like may not be parked and left on any Communal Property on a permanent or semi-permanent basis.
- 4.4.17 Notwithstanding the provisions of paragraph 4.4.6, golf carts driven within the perimeter of the Estate have been exempted by the HOA regarding licencing and other roadworthy requirements for licenced vehicles, provided that the Committee have the right to prohibit the use of any golf cart or other unlicensed vehicle posing a danger to the safety of residents, visitors and the public accessing the Estate.

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- 4.4.18 Penalties imposed in accordance with paragraph 4.4.6, 4.4.8 to 4.4.12, 4.4.15 to 4.4.17 shall not be deemed a fine in terms of the Road Traffic Act and regulations, but a penalty contractually agreed to between the HOA and the transgressor.
- 4.4.19 The provisions of paragraph 4.3.9 to 4.3.11 pertaining to noise abatement and disturbances apply with the necessary changes to the use of roads and related matters.
- 4.4.20 Without derogating from the generality of the Rules of the Estate, the following will apply to the delivery of goods and services on the Estate:
- 4.4.20.1 Owners and Residents are obliged to communicate the Rules pertaining to the delivery of goods and services as contained in paragraph 4.4.20.2 to 4.4.20.8 to service providers and to take all reasonable action to ensure compliance.
- 4.4.20.2 Due to the limitations related to the road surfacing, road widths and radii, the following restrictions will apply to Delivery Vehicles entering the Estate:
- Only non-articulated Vehicles without trailers of the following specifications will be allowed:
- Maximum length: 10m
 - Maximum width: 2,6m
 - Maximum gross mass: 26,000kg
 - Maximum axle weight: 8,000kg
- 4.4.20.3 Further to paragraph 4.4.20.2 only roadworthy and licensed Delivery Vehicles will be allowed onto the Estate and may not be parked in such a position that they cause an obstruction to other road users, or encroach onto Communal, Private, or Coastal Public Property.
- 4.4.20.4 Unless prior approval has been acquired from the Estate Manager, or his/her representative, for access of a Delivery Vehicle after hours or on a Saturday, Sunday, or Public Holiday, all deliveries must take place during Weekdays between 07h00 and 18h00.
- 4.4.20.5 Unless prior approval has been acquired from the Estate Manager, or his/her representative, and the Owner of private property, if applicable, all deliveries must be done from the street front of the delivery address.
- 4.4.20.6 Owners and Residents will at all times be responsible for Delivery Vehicles and attendant personnel while within the perimeter of the Estate and shall be held responsible for any damage caused by such to property and infrastructure in the Estate resulting from the delivery of goods and services.
- 4.4.20.7 Access to the Estate by Delivery Vehicle attendant personnel is subject to prescribed protocols as applicable to service providers.
- 4.4.20.8 All deliveries take place at the risk of the Owner, or the Resident, as the case may be.

4.5 Advertising and Campaigning Rules

- 4.5.1 No advertisements or publicity material of any nature may be distributed at the entrances, exhibited anywhere in the Estate, or included in any official newsletter or publication of the Estate without the prior written consent of the Committee or its delegates.
- 4.5.2 No advertising signboards, inclusive of "for sale," "to let," and "sold" signs of whatever nature, shall be placed in any visible area within the perimeter of the Estate without the prior consent of the Committee or its delegates regarding appearance, size, and position.
- 4.5.3 The Committee reserves the right to disallow any advertisements, publicity material, or signboard with insensitive, offending, or inciting content and/or advertising any material, substance, or appliance the possession of which would be illegal, or calling for any act or deed which would constitute the transgression of any law.

4.5.4 Door-to-door canvassing is not permitted.

4.6 Environmental and Home and Property Maintenance Rules

- 4.6.1 The provisions of the National Environmental Management Biodiversity Act, 2004, as amended, and the related Regulations, Lists of Prohibited Species issued from time to time, and Guidelines for Monitoring, Control and Eradication of Listed Invasive Species, as well as the By-law of the Municipality pertaining to Public Nuisances are, among others, applicable to Environmental matters and home and property maintenance within the perimeter of the Estate.
- 4.6.2 The relevant provisions of the Statute and By-law referred to in paragraph 4.6.1 apply of its own accord to the Estate and will be enforced by the HOA in concert with the respective authorities. The aim therefore with the recording of certain Rules regarding the above in paragraph 4.6, is to emphasise the rules pertinent to the Estate and to record specific arrangements applicable to the Estate, as the case may be.
- 4.6.3 The Rules in paragraph 4.6 must be read with the comprehensive provisions of the Building Design and Construction Rules but does not apply to the design and aesthetic appearance of buildings, the construction of buildings, any alterations, additions, extensions to or demolishing of an existing structure, and matters related thereto.
- 4.6.4 As a pleasing streetscape and the well-maintained appearance of vacant erven and residences collectively contribute to the quality of living in and the stature of the Estate and the value of the properties within its perimeter, it is a reasonable expectation of the HOA, Members, and residents collectively, that individual Members and their tenants make all effort to creating and maintaining a pleasing appearance of their own or leased property.
- 4.6.5 All repairs, maintenance or painting needs must comply with the Building Design and Construction Rules and the related By-laws.
- 4.6.6 Members shall always maintain the exterior of their houses, their gardens, boundary walling or fencing, and the sidewalk between the kerb and the street boundaries of their property such as to prevent any building or structure or any portion thereof to fall into a dilapidated, neglected, or unsightly state.
- 4.6.7 Members shall construct and maintain a paved driveway between the kerb and the road boundary of their property.
- 4.6.8 Members must ensure that their unoccupied property is secured and that the property and utilities will be maintained during the period of vacancy.
- 4.6.9 Where applicable, Members and their tenants must ensure that swimming pool safety features are functional, in place and comply with the National Building Regulations and any other By-law or rule applicable to swimming pools within residential areas.
- 4.6.10 Sidewalk trees may not be damaged or removed without the consent of the Committee. The cost of the approved removal will be for the account of the Member and will be due and payable upfront to the HOA. Before the removal of any iconic land mark Palm Trees whether alive or dead, it must be inspected by the Person Designated by the Committee for nests of endangered birds and other fauna.
- 4.6.11 Members and tenants are not allowed to grow flora or weeds declared as listed alien and invasive species in their gardens (See the National Environmental Management Biodiversity Act, 2004, as amended, and the related Regulations, Lists of Prohibited Species issued from time to time, and Guidelines for Monitoring, Control and Eradication of Listed Invasive Species). Information regarding such is available from the Office.

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- 4.6.12 The control, and if necessary, the removal of alien and invasive species will be managed in accordance with the HOA's approved Environmental Policy, and the use of pesticides by Members and Tenants on Communal Property to control or remove alien and invasive species is prohibited.
- 4.6.13 Members and tenants may not without the Written permission of the Committee, or its delegate, allow vegetation or any other objects to be planted, erected, or placed in the road reserve between the edge of the kerb stone of the road bordering the road surface and the cadastral boundary of the erf. Any such must at least be 1-metre from the kerb stone and may not in any way obstruct pedestrian flow and access to fire hydrants, or consists of objects, shrubs, hedges, and trees likely to root and branch out into the road in such a way that it would impair the visibility of vehicular traffic movement and/or cause damage to the road surface. The Committee has the right to request Members to remove objects, shrubs, hedges, and trees planted, erected, or placed without the permission of the Committee in breach of the above provisions, and/or to remove such for the account of the Member, if so necessitated. Existing vegetation and objects not planted, erected, or placed in accordance with the 1-metre requirement, shall however only be removed by the Committee in instances where such obstruct access to fire hydrants, or impair the visibility of vehicular traffic movement.
- 4.6.14 Members and their tenants, where applicable, may not encroach/intrude past the cadastral boundaries of their erven with any construction or landscaping, either quickly or creeping over a period.
- 4.6.15 Any encroachment onto Communal Property will be removed by the HOA and the reasonable cost of the removal will be for the account of the encroaching Member or tenant, as applicable.
- 4.6.16 Laundry hung out to dry, must not be visible from Communal Property. This includes beach towels and swim wear hung out to dry.
- 4.6.17 Garden or household refuse destined for disposal may not be placed on the sidewalks, except early on the day of collection and the empty refuse bin must be removed the same day. A refuse bin area is available at the new gate for those not being able to comply.
- 4.6.18 Refuse bins must be maintained in a hygienic and dry condition, free of foul odours and effluent from washing of bins must be discharged into the sewerage system and not onto the pavements or the roads.
- 4.6.19 Households must ensure the availability of sufficient bins, as approved by and obtainable from the Local Authority, for their refuse requirements.
- 4.6.20 Refuse bins shall be stored so as not to be visible from common and public areas, except on refuse collection days. Should the aforementioned storage not be achievable due to the design of the house or the size of the Erf, bins may be stored at the road facing side of the home, provided that such storage may not cause a Nuisance, and the Resident involved ensure that the sidewalk and surrounding areas are kept clear of rubble/litter emanating from the refuse bin.
- 4.6.21 All sewerage must be discharged into the sewerage reticulation system and not into the storm water reticulation system and must furthermore comply with Local Authority regulations.
- 4.6.22 Water from an irrigation system, swimming pool, water feature, jacuzzi, fishpond and the like must either be discharged evenly onto the natural ground inside the cadastral boundaries of the Erf or into the grey water system on the property and not onto or via road surfaces.
- 4.6.23 Swimming pool backwash systems must be discharged evenly onto the natural ground inside the cadastral boundaries of the Erf, and may not be connected to the sewerage system, or to storm water drainage pipes, or discharged directly onto the roadways or sidewalks.
- 4.6.24 Where necessary, Members must obtain the written agreement and consent from adjacent owners, and especially adjacent owners of lower-lying erven regarding the management of

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- storm water and natural effluent. Subject to applicable Statutory Provisions, Members of low-lying erven may not unreasonably refuse to accept storm water and natural effluent.
- 4.6.25 With prior arrangement by the Committee or its delegates, Members must allow access of the Committee and/or the Person Designated by the Committee, and/or any other appointed competent person, to enter their property in instances of an emergency, or in the event of a reasonable and legitimate concern of the HOA of non-compliance with the Rules to perform appropriate inspections, using recognised methods with due diligence and care. In this regard everything reasonably possible will be done to prevent or mitigate any damage to property that may result from the inspection or any emergency procedure, and, if practicable, the inspection and procedures will take place in the presence of the Member or his designated representative. The inspection and emergency procedure will take place at the risk of the respective parties.
- 4.6.26 The Committee may rule that any object which could impact negatively on the aesthetical appearance of the Estate, as contemplated in the Building Design and Construction Rules, be considered unsightly and may not be visible from Communal Property and any other private property.
- 4.6.27 Objects such as, but not limited thereto, caravans, mobile campers, trailers, boats, golf carts, engine and other vehicle parts, vehicles in disrepair, wooden houses and sheds of any kind, tool sheds, pet housing, tools and related equipment, exposed plumbing, swimming pool pumps, large satellite dishes, air conditioners, generators, building material, wash lines and the like, must be located out of view or be screened from view as per the requirements of the Committee from Communal Property and any other private property.
- 4.6.28 Industrial and heavy-duty industrial vehicles (excluding LDV's) may not be parked or stored in the Estate, unless completely screened out of sight on the Member's (or tenant's) property.
- 4.6.29 Construction vehicles, plant and equipment for construction must always be parked on the site within a screened area.
- 4.6.30 Unless screened from view to the satisfaction of the Committee the objects contemplated in paragraph 4.6.25 to 4.6.28 must be moved or removed, as applicable, within 7 weekdays from receiving a Written Notice from the Committee indicating its decision regarding the matter.
- 4.6.31 Save for the visible showing of the name of the street and erf or street number of a private property in a suitable place against a wall or entrance in accordance with the specifications approved by the HOA, no naming of houses and other features, of whatsoever nature or material, may be externally visible from Communal Property, and any other private property.
- 4.6.32 Small satellite dishes, T.V. and other aerals shall be discreetly positioned wherever possible to meet the approval of neighbours and the Committee.
- 4.6.33 Save for vehicles parked in demarcated parking areas, no motor vehicles, motorcycles, bicycles, boats, trailers, golf carts, shall at any time be parked on Communal Property, and any undeveloped Public Servitude, without the prior written consent of the Committee or its delegate, or a competent authority, as applicable.
- 4.6.34 Similarly, no bench, garden furniture or the like, may be placed in areas contemplated in paragraph 4.6.33 without the prior written consent of the Committee or its delegates, or a competent authority, as applicable.

4.7 Rules Pertaining to Coastal Public Property, Designated Coastal Access Land, and Public Amenities

4.7.1 Jurisdiction

- 4.7.1.1 The Rules pertaining to Communal Property and Facilities are not applicable to Coastal Public Property adjacent to the Estate, and Designated Coastal Access Land and Public

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Amenities that may be situated within the perimeter of the Estate, subject to the provisions of relevant By-laws and related agreements between the HOA and the Municipality.

4.7.2 Statutory Framework

- 4.7.2.1 The rules applicable to Coastal Public Property, Public Amenities, and Designated Coastal Access Land are described in paragraph 2.6 to 2.8, 4.4.7, 4.4.8 and 4.13.7.

4.8 Communal Property and Facilities, and Related Matters

4.8.1 Jurisdiction

- 4.8.1.1 Communal Property and Facilities are managed and controlled by the Committee and its delegate in accordance with its Constitutional mandate and the Rules.

4.8.2 Interpretation and Application

- 4.8.2.1 The Rules under this heading must not be interpreted and applied in isolation and must be read, interpreted, and applied in conjunction with the provisions of paragraph 4.1 to 4.7, among others.
- 4.8.2.2 Members (GR) who use Communal Property and Facilities, will be subject to strictly enforced rules and the codes of conduct, as may be published by the Committee from time to time.
- 4.8.2.3 Repeated breaches of the rules and the codes of conduct pertaining to these Properties and Facilities will result in the imposition of a sanction at the discretion of the Committee and Management, which sanction may include being barred temporarily or permanently from the use of Communal Property and Facilities.
- 4.8.2.4 The HOA reserves the right of admission to Communal Property and Facilities.

4.8.3 General Conduct Rules

- 4.8.3.1 Camping is not allowed on Communal Property within the perimeter of the Estate.
- 4.8.3.2 Natural vegetation or any other flora may not be disturbed or removed from Communal Property.
- 4.8.3.3 Hiking is only allowed on demarcated roads and hiking trails.
- 4.8.3.4 Motorising vehicles of all kinds may not be used on the hiking or cycling trails, and bicycle riding is restricted to the demarcated roads and cycling trails.
- 4.8.3.5 Members noting any fauna in distress must report it as soon as possible to the Management and Estate Security, and any other competent authority, and must, save where time is of the essence and assistance does not pose a danger to human life, refrain from assisting it, unless requested to do so by the Management, Estate Security, or any other competent authority.
- 4.8.3.6 No act or omission constituting a Nuisance is allowed on Common Property or Facilities. Music devices, unless used with earphones, and musical instruments of any description, will not be permitted.

4.8.4 Amenities (Bathroom and Change Facilities) on Communal Property

- 4.8.4.1 The HOA provides, maintain, clean, and sanitise Amenities at demarcated areas within the perimeter of the Estate for the use of residents, visitors, and the public, complying with applicable regulations and standards in this regard.

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- 4.8.4.2 Although the HOA maintains high standards of health, safety, and security in compliance with all relevant and applicable Statutory Provisions, the Amenities are used at own risk, and it is incumbent upon the user to provide for and apply sanitising and related hygienic practices, and the HOA will not be liable for any damage, injury or disease suffered, of whatever nature, caused by using the Amenities.
- 4.8.4.3 Children under the age of twelve must be accompanied by a parent, or a guardian, or a person authorised by the parent or guardian, to accompany the child when using the Amenities.
- 4.8.4.4 In the interest of the safety of residents and visitors, the Amenities will be closed after hours as per the Written Notices of the Committee.
- 4.8.4.5 The Amenities must be kept clean, and vandalism or abuse of the facilities will not be tolerated.
- 4.8.4.6 The Amenities are primarily availed for the use of Members (GR) Employees of the HOA, and public entering the Estate. Building Contractors and their employees must, except in instances of an emergency, use the Amenities provided on-site as required in terms of the Building Design and Construction Rules.
- 4.8.4.7 No pets or any other animal are allowed in Amenities on Communal Property.

4.8.5 Community Centre

- 4.8.5.1 The Community Centre facilities are provided and maintained by the HOA to be enjoyed by Members (GR).
- 4.8.5.2 Notwithstanding the provisions of paragraph 4.8.5.1 above, the Committee may Levy an amount as an admission fee to access certain identified facilities that may be housed in the Community Centre.
- 4.8.5.3 The codes of conduct for the Community Centre and the business hours, as published from time to time by the Committee, must always be strictly adhered to.
- 4.8.5.4 The Committee reserves the right to refuse, cancel, or suspend admission to the Community Centre or any part thereof of any person or group, in the event of breaching the codes of conduct or not paying any Debt due and payable arising from the use of the Community Centre facilities.

4.8.6 Play Parks

- 4.8.6.1 Play Park Equipment is to be used with care, and children under the age of twelve must be accompanied by a parent/s, or a guardian, or a person authorised by the parent or guardian, to accompany the child when using the play park and the equipment.
- 4.8.6.2 Children, 16 years and older, are advised not to use the equipment in the play parks, as it may be designed to carry a maximum weight only.
- 4.8.6.3 Although the HOA maintains high standards of health, safety, and security in compliance with all relevant and applicable Statutory Provisions, the play park and the equipment are used at own risk, and it is incumbent upon the parent/s, or a guardian, or a person authorised by the parent or guardian, to accompany the child to apply sanitising and related hygienic practices, and the HOA will not be liable for any damage, injury or disease suffered, of whatever nature, caused by using the play park and equipment.
- 4.8.6.4 The play park and equipment must be kept clean, and vandalism or abuse of the facilities will not be tolerated.

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4.8.6.5 It is not allowed to access the play park with bicycles or motorised vehicles, of any kind, in areas not demarcated as a road or a parking area.

4.8.6.6 Members (GR)' attention are drawn to the fact that, for health and safety reasons, pets, whether on a leash or not, are not allowed in play parks and it is not permitted to feed any wild animal (including feral cats) in the vicinity of a play park or a public boardwalk.

4.8.7 Clubs

4.8.7.1 General

4.8.7.1.1 The Shelley Point Home Owners Association Sport and Social Club (SSC), accredited as such by the HOA, function as a constituent part of the HOA in accordance with its constitution and rules and is accountable and reporting to the Committee.

4.8.7.1.2 The constitution and rules of the SSC must be submitted to the Committee for approval, whereafter it will be incorporated into the Rules with the status of Rules, provided that in instances where a conflict may arise between the Rules such approved and the Constitution, any other Rule, the provisions of the Constitution and the General Rules, in that order, will enjoy preference.

4.8.7.1.3 All income and expenditure of the SSC must be determined, reported, approved, and accounted for as prescribed by the Committee, and appropriate budget information and financial statements must be submitted annually to Members on the date of the AGM, in a manner determined by the Committee.

4.8.7.2 Affiliation

4.8.7.2.1 All sport and recreation clubs using the name of the HOA and Communal Property and Facilities, must be affiliated with the SSC in accordance with the constitution and rules of the SSC.

4.8.7.2.2 Sport and recreation clubs not affiliated with the SSC may not use the name of the HOA, or the Estate, in any way whatsoever, and will not be allowed access to, or the use of, Communal Property and Facilities within the perimeter of the Estate for purposes of practising its sport and recreation activities.

4.8.7.2.3 At the time of the approval of these Rules the following sport and recreation clubs were affiliated with the SSC: Golf Club, Tennis Club, and Bowling Club.

4.9 Home Businesses

4.9.1 Definition and Rules

4.9.1.1 Home businesses for purposes of these Rules means, depending on the context, Home Enterprises, Short Term Rentals, and Guesthouses.

4.9.1.2 The Rules herein must be read with the provisions of paragraph 4.1 to 4.8, 4.11 and 4.13, and cognisance must also be taken of the provisions of relevant By-laws regarding Municipal Land Use Planning and House Shops. Applicable provisions of the By-laws will enjoy preference and will be applied by the HOA as Rules.

4.9.1.3 Home Businesses must always comply with the criteria and conditions specified by the HOA for Application and Registration, as amended from time to time, and Statutory Provisions and By-laws, and no Home Business may be commenced with before receiving the required approvals.

4.9.1.4 Any Member wishing to conduct a Home Business must complete the prescribed form and must be submitted to the HOA for consideration. The HOA shall respond to the Application in writing indicating its approval (with or without specific conditions) or rejection. In the

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instance of co-owners, or a juristic person, a resolution authorising a designated individual to act on its behalf must be lodged with an Application.

- 4.9.1.5 Tenants wishing to conduct Home Businesses from the rental properties, need to obtain the written permission of the Member for the activities associated with the Home Business, whereafter the same procedures and conditions set out in paragraph 4.9.1.4 will apply to the Application.
- 4.9.1.6 The written permission of the Member as required in terms of paragraph 4.9.1.5 must include a condition relating to the automatic lapsing of the approval, should the tenant conducting the Home Business breaching the Rules of the Estate pertaining to Home Businesses and/or not complying with any Statutory Provision, and failing to remedy the breach upon receiving a Notice to do so.
- 4.9.1.7 The consent of the HOA to conduct Home Business in the Estate, is valid for the period of time indicated therein, whereafter the Member, tenant, or designated person, depending on the situation, is expected to reapply for approval and registration.
- 4.9.1.8 The HOA reserves the right to reject an Application for Registration of a Home Business, or Renewal thereof, submitted to the HOA related to a property of which the Owner is not in good standing as contemplated in the Constitution of the HOA, and/or pertaining to a property not maintained, used, or occupied as per the Rules of the HOA (See paragraph 8.18 of the Constitution, and the General and Building Design and Construction Rules of the HOA).
- 4.9.1.9 Successful Applicants will be required to pay an annual Registration Fee for Home Businesses, as determined by the Committee from time-to-time, but not exceeding in value half the Monthly Levy, to cover the costs associated with the logistical, security, and administrative burden the HOA has to shoulder in relation thereto.
- 4.9.1.10 Further to paragraph 4.9.1.8 and 4.9.1.9, successful Applicants will be required, before commencing with the activities associated with the Home Business, to pay an amount equivalent to three months of the current Monthly Levy to the HOA, to be held in trust by the HOA (non-interest bearing) in favour of the Applicant, which trust amount the HOA may use for the expunction of any Debt due and payable to the HOA, in arrear of 30 days or more, related to the Monthly Levy payable on the property, and/or the operations of the Home Business, inclusive of the behaviour of the Applicant's guests and/or visitors.
- 4.9.1.11 Notwithstanding the provisions of paragraph 4.9.1.10 above, should any Debt arising from whatsoever source remain in arrear beyond the 30 calendar days contemplated above, the HOA will be entitled to cancel the Registration of the Home Business with the HOA, without further notice to the Applicant, whereafter the continuation of any related activity would constitute a breach of the relevant Rules of the HOA.
- 4.9.1.12 The trust amount contemplated in paragraph 4.9.1.10 must be topped-up by the Applicant within 14 working days from the date increased Monthly Levies takes effect, or the full amount, or any part thereof, has been used by the HOA to pay a Debt as contemplated above. Any credit amount held in trust shall be refundable on demand to the Applicant after termination of the Registration of the Home Business, subject to the payment conditions the HOA may determine.
- 4.9.1.13 The HOA has the right not to renew, or to revoke, an approval, after following due process and a review by the Committee, should the Applicant or person conducting the Home Business, as applicable, be in breach of any term or condition, or where the activities associated with the Home Business, cause a continuous Nuisance for residents, and/or undue disruptions in the functioning and operations of the Estate.

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- 4.9.1.14 If an approval is revoked or not renewed, the Applicant will receive Advice thereof in Writing from the HOA, and the continuation of the activities associated with the Home Business within the perimeter of the Estate, will be in contravention of the Rules of the Estate and a Penalty may be imposed. The Committee, furthermore, reserves the right to report such activity to the Local Authority or any other competent authority, inclusive of approaching a court of law for appropriate relieve.
- 4.9.1.15 Other than for guests visiting a Member, tenant, or designated person for social reasons, and maintenance vehicles, the vehicles of employees, clients, and other visitors to the Home Business, must be accommodated on the premises and people shall not be allowed to park on the road reserve or sidewalks, the street or on an adjacent property.
- 4.9.1.16 All employee(s), invitees, or visitors to an approved Home Business, shall comply with the Estate's access control procedures, and any Written Notice of the Committee, Management or Estate Security, regarding access and security.
- 4.9.1.17 Notwithstanding any of the above, Members using their properties, or permitting their properties to be used as Home Businesses, are obliged to ensure that tenants, employees, guests, visitors, and service providers are properly informed of all the Rules of the Estate and informed that failure to comply with these Rules may lead to Penalties being imposed on them and/or the Member. A copy of the Rules of the Estate must always be prominently displayed on the property.

4.9.2 Home Enterprises

- 4.9.2.1 The provisions of paragraph 4.9.1, with the changes required by the context, apply to Home Enterprises.
- 4.9.2.2 Members and their tenants may not conduct a Home Enterprise from a property within the perimeter of the Estate, or any part thereof, without applying for the consent of the HOA as contemplated in paragraph 4.9.1 and provided further that all requirements and conditions of the relevant town planning-scheme, the property title deed, and the local authority have been complied with.
- 4.9.2.3 Notwithstanding the conditions of the relevant town planning-scheme, the property title deed, and the local authority, no Home Enterprise causing a continuous Nuisance to fellow Residents will be allowed within the perimeter of the Estate.
- 4.9.2.4 The number of people working in a Home Enterprise is restricted to the Member or tenant residing on the property on a permanent basis and not more than two employees, provided that the Trustee Committee may on application approve more than two employees for a specific period of time, with due regard to a Member's existing legal obligations on the effective date of this provision, or on a permanent basis, in accordance with any other legal requirement obligating such in relation to the Home Enterprise.
- 4.9.2.5 Persons conducting Home Enterprises on the Estate, may not display or advertise the enterprise on the Estate in any way, unless in accordance with the specification and approval of the Committee. The Committee reserves the right to remove any advertisement or sign, not conforming with the above.

4.9.3 Short-term Rentals

- 4.9.3.1 The provisions of paragraph 4.9.1, with the changes required by the context, apply to Short-term Rentals.
- 4.9.3.2 No more than two adults per bedroom is allowed per property.
- 4.9.3.3 Short term tenants must respect the rights to privacy of Members, residents, and other tenants. Trespassing on private property is forbidden.

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- 4.9.3.4 Short-term Rental tenants may not bring pets onto the Estate, unless the Member has received prior written approval (48 hours in advance) from the Estate Manager, or his/her delegate, who may refuse a request with due regard to the Rules of the Estate regarding Pets and Domesticated Animals, the fencing of the Short-Term Rental Facility, and/or the safety of Residents. The Estate Manager, or his/her delegate, may grant an approval subject to conditions, provided that such may not constitute a breach of the Rules of the Estate.
- 4.9.3.5 Owners or managing agents of short-term rental properties must inform the Office and the Office of the Security Contractor of expected arrivals at least 24 hours before the arrival of tenants, and must provide the following information:
- 4.9.3.5.1 The street address of the property being rented.
- 4.9.3.5.2 The names and number of people expected.
- 4.9.3.5.3 Vehicle registration details.
- 4.9.3.5.4 Date of arrival and date of departure.
- 4.9.3.6 If it is not possible to notify the abovementioned Offices 24 hours in advance, the Security Control Room must be contacted before the arrival of the tenants and the information provided, as requested in paragraph 4.9.3.5.
- 4.9.3.7 Not more than four vehicles per property is allowed, unless prior arrangements have been made with the Offices referred to in paragraph 4.9.3.5 above. All arrangements will be subject to the provisions of paragraph 4.4.
- 4.9.3.8 No more than three vehicles at any one time may "visit" such rental properties, unless prior arrangements have been made with the Offices referred to in paragraph 4.9.3.5 above. All arrangements will be subject to the provisions of paragraph 4.4 and vehicles must leave the Estate by midnight, or any earlier time as may be prescribed by Emergency and/or Disaster Rules and Regulations contemplated in paragraph 10.6 of the Constitution.
- 4.9.4 Guesthouses**
- 4.9.4.1 The provisions of paragraph 4.9.1, with the changes required by the context, apply to Guesthouses.
- 4.9.4.2 In the Rules a Guesthouse means:
- 4.9.4.2.1 A property offering accommodation facilities with or without meals to transient resident guests.
- 4.9.4.2.2 Consisting of sixteen or less guest rooms.
- 4.9.4.2.3 Is managed by the Member, or Member appointed host, who must live on the same property.
- 4.9.4.2.4 The property may include a dining and/or conference facility for the exclusive use of resident guests only.
- 4.9.4.3 Facilities run as Guesthouses must be registered as such with the HOA and the Member must submit to the Office a copy of the Local Authority's approval for registration as a Guesthouse.
- 4.9.4.4 Guesthouses running in the Estate without prior approval of the Local Authority and registration with the HOA, will be reported to the relevant Local Authority and will be issued with a Penalty in accordance with the Rules, and should the Member continue with the

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operation without permission, the Committee reserves the right to approach a competent court for appropriate relieve.

- 4.9.4.5 As the HOA must consent to the application to the Local Authority and the approval thereof, it is incumbent upon prospective operators to provide the Committee with a complete copy of the intended application, before submitting such to the Local Authority.
- 4.9.4.6 The copy submitted to the Committee must contain all the information required by the Local Authority for the application, and the application must comply with all the terms and conditions of the relevant town planning-scheme, the property title deed, and any conditions set by the HOA. The Committee reserves the right to request additional information, which may not be required by the Local Authority, and which may be relevant to the decision of the HOA to support the application, or not.
- 4.9.4.7 The Committee reserves the right not to support any application, which support will not be withheld unreasonably, and the Committee will be obliged to provide written reasons for not supporting an application.
- 4.9.4.8 Should a registered Guesthouse operator not comply with the terms and conditions of approval and registration, the Committee reserves the right to impose a Penalty, and to initiate actions for the deregistration of the Guesthouse, and if necessary to protect the interests of Members and tenants and the good name and reputation of the Estate, to approach the Local Authority, or a competent court for appropriate relief.
- 4.9.4.9 The following additional terms and conditions, if not already covered by the application and approval process, will apply to Guesthouses on the Estate:
 - 4.9.4.9.1 The provisions of paragraph 4.9.1.17, 4.9.3.2, 4.9.3.4 to 4.9.3.6 will, with the changes required by the context, apply to Guesthouses.
 - 4.9.4.9.2 All facilities, functions and meals will be for the sole use of registered transient guests, and no live music or noisy entertainment will be allowed. Further in this regard compliance with the provisions of paragraph 4.3 and 4.4 is compulsory.
 - 4.9.4.9.3 Parking areas for guests must be on the premises, and must be provided in accordance with the application, with consideration by the Committee of the impact thereof on neighbouring properties and their occupants as well.
 - 4.9.4.9.4 Loading and off-loading activities must be performed at the premises.
 - 4.9.4.9.5 Signboards may be displayed on the premises, and elsewhere on the Estate, as per the prior approval of the Committee regarding location, content, size, and appearance.

4.10 Shelley Point Hotel and Spa

- 4.10.1 The rights and obligations of Members as contained in the Constitution and the Rules, apply to the Members (Owner/s) of the Shelley Point Hotel and Spa, subject to, and amended by, the provisions contained in paragraph 4.10.2.
- 4.10.2 Appreciating the added value of the Shelley Point Hotel and Spa to the stature of the Estate and the value of private ownership therein, the HOA and the Member (Owner/s) of the Shelley Point Hotel and Spa have resolved that both parties will always act in good faith and within the confines of the Statutory and Regulatory frameworks governing their respective actions and mandates.
- 4.10.3 The parties in addition also agreed on certain behavioural conventions to ensure a firm foundation for good neighbourliness, and the protection of the ethos of the Estate. The essence of the agreed conventions is captured in **Annexure XX** to this Rules and approved by the AGM on XXX (Note: This is still work in progress).

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- 4.10.4 Access and egress of guests of the Shelley Point Hotel and Spa will take place in accordance with the Security Protocol as determined in paragraph 4.13.5 below.

4.11 Pets and Domesticated Animals

- 4.11.1 The provisions of the By-law of the Municipality pertaining to Public Nuisances and Public Amenities are applicable to animals present within the perimeter of the Estate and will enjoy preference and will be enforced by the Committee as Rules. The aim therefore with the recording of certain Rules regarding Pets and Domestic Animals under paragraph 4.11 is to emphasise the rules pertinent to the Estate and to record specific arrangements applicable to the Estate, as the case may be.
- 4.11.2 Residents shall ensure that their Pets and Domesticated Animals are not the cause of disturbance of whatever nature, to their neighbours, any other person, or wildlife on the Estate.
- 4.11.3 The relevant provisions of the Rules, regarding the abatement of noise and the causing of a Nuisance will, with the changes required by the context, apply to Pets and Domesticated Animals (inclusive of feral cats housed by residents).
- 4.11.4 The Committee reserves the right and shall be entitled to request a resident in Writing to remove from the Estate any bird or animal which, in the opinion of the Committee, poses a threat to people, other pets and wildlife, and/or causes a Nuisance to other residents by excessive noise, or in any other way.
- 4.11.5 Should the Committee issue a request of removal, as contemplated in paragraph 4.11.4, the resident shall remove the bird or animal from the Estate within 10 days of delivery of the notice requesting such removal.
- 4.11.6 The Committee must, before issuing the request for removal, facilitate an opportunity for the affected parties to meet and resolve the matter amicably and effectively, and may as it deem fit, conduct any further investigation into the matter.
- 4.11.7 An affected party aggrieved by the issuing, or refusal to issue a removal request by the Committee, may revert to any other relieve available in terms of applicable Statutory Provisions.
- 4.11.8 A refusal to issue a request for removal, does not prevent an affected party to approach the Committee for the issuing of a removal request based on any new incident of excessive noise and/or the causing of a Nuisance, involving the same bird or animal.
- 4.11.9 The owner/handler of a dog or a cat shall immediately remove any faeces deposited by the dog or the cat on Communal Property.
- 4.11.10 The owner/handler of a dog will be responsible for the supervision and control of the behaviour of that dog. When outside the boundaries of private property, but within the perimeter of the Estate, the handler shall always keep the dog on a leash.
- 4.11.11 Unaccompanied dogs found roaming freely on the Estate will, after reasonable actions have been taken by the Estate Security to identify the owner, be handed over to the Municipality in accordance with section 11 of the By-law relating to Public Nuisance. Domesticated cats roaming freely on the Estate must be fitted with either a Birdy Bib, or a bell around the neck.
- 4.11.12 No home may house more than two dogs and/or two cats of any size, without prior written approval from the Municipality and the Committee.
- 4.11.13 Residents are strongly encouraged to sterilize their dogs and cats.
- 4.11.14 Pets must wear a collar and tag indicating the contact details of the owner and/or the SPCA.

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- 4.11.15 No live poultry, racing pigeons, aviaries, wild animals, livestock or similar may be brought onto or kept on the Estate at any time.
- 4.11.16 All wild animals, including, but not limited to, antelope, tortoises, snakes, cape hare, mongoose, hedgehogs, and birds, encountered in the Estate, must be considered protected species, and may not be interfered with.
- 4.11.17 Residents must refrain from feeding wild and feral animals, especially where the concentration of these animals may impact severely on sensitive Environmental areas and/or cause a disturbance and Nuisance to neighbours and/or pose a threat to other fauna. Wild animals may under no circumstances be fed in the vicinity of play parks and recreational areas.
- 4.11.18 Feral cats are a significant problem in the Estate and pose a real threat to many of the bird species, small mammals, and reptiles present on the Estate. The Committee will, with due account of contemporary sensitivities in this regard, take whatever action may be needed to control/reduce the numbers, and will do such in accordance with applicable statutory processes and procedures.
- 4.11.19 The presence of snakes and beehives within the perimeter of the Estate should be reported to Management and the Estate Security, with a view to ensuring the safety of inhabitants and the removal, if so required, and preserving of such by designated knowledgeable persons.
- 4.11.20 Residents and visitors are pertinently reminded of the Statutory Provisions regarding the use of the Coastal Public Property adjacent to the Estate, Designated Coastal Access Land (if applicable), and Public Servitudes within the perimeters of the Estate (See paragraph 2.6 to 2.9 above), and to comply with such in all respects, inclusive of the use of such with Pets and Domesticated Animals.

4.12 Selling and Leasing of Property

- 4.12.1 Estate Agents wishing to sell or rent out property on the Estate, must apply to the HOA for accreditation in the format prescribed by the HOA, and must comply with and agree to the criteria and conditions set by the HOA.
- 4.12.2 The criteria and conditions for the accreditation of Estate Agents shall relate to the professional and Statutory Provisions prescribed for Estate Agents, and with the changes required by the context, the acceptance of the Rules.
- 4.12.3 To ensure that prospective purchasers are correctly informed about the Estate, owners are encouraged to employ the Estate Agents accredited by the HOA, a list of which will be available at the Office.
- 4.12.4 Door-to-door calls of residents in the Estate, by Estate Agents or any other marketing agent, is prohibited.
- 4.12.5 Show houses are permitted and by appointment only. Clients of the Estate Agents must be collected by the Agent from the security gate and escorted to the property on show and escorted back to the gate.
- 4.12.6 The Member and/or Estate Agent selling or renting out a property in the Estate must ensure that the buyer/tenant is informed about and receives a copy of the Rules, and any other information directing the behaviour of residents and their families, tenants, visitors, occupants, friends, employees, service providers, contractors, (including sub-contractors), and invitees.
- 4.12.7 The Member and/or Estate Agent must ensure that a copy of the Rules (latest approved version), signed by the purchaser or tenant, is included as an **Annexure** to any deed of sale or lease agreement, and that a copy of the Rules has been delivered to the Office before occupation and access clearance will be allowed. The documents submitted to the Office must be accompanied with an acknowledgement to the HOA that the purchaser or tenant has received and read a copy of the said documents and subscribe to the content thereof.

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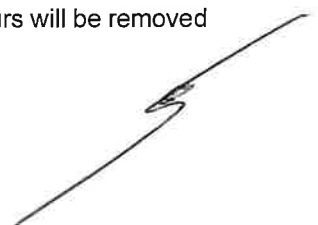
- 4.12.8 The transfer and registration of any property in the name of a new owner will not be permitted by the HOA, unless the parties have complied with the provisions of paragraph 4.12.6 and 4.12.7 above, and the HOA has issued a Clearance Certificate as contemplated in paragraph 3.1 and 8.4.2 of the Constitution at a cost which will be advised by the HOA on application.
- 4.12.9 The HOA will be entitled to withhold a Clearance Certificate in instances where the Member, and/or the buyer, have not complied with paragraph 11.7 and 22.4 of the Constitution pertaining to Clearance Certificates.
- 4.12.10 Any Written approval in terms of the Rules granted to the seller (in the case of a re-sale) or lessor, prior to the time of sale or lease, must be communicated to the buyer or lessee at the time of purchasing or lease. It is incumbent upon the new owner or lessee to approach the HOA for an undertaking in Writing of the endorsement of the approval post the conclusion of the deed of sale or lease agreement and failing such the buyer or lessee will have no recourse against the HOA should the approval not again be granted by the HOA.
- 4.12.11 Should any Member and/or Estate Agent let a property in the Estate they shall, in writing advise the HOA of the name, contact number of the lessee, and the lease period.
- 4.12.12 Should a tenant contravene the provisions of the Constitution, or the Rules, the Committee or its delegates may take such action as they deem necessary or expedient to rectify the situation.

4.13 Safety and Security

4.13.1 General

- 4.13.1.1 Security of the Estate is of paramount importance. Owners must always assist and comply with whatever security systems, access control or other procedures the Committee implemented in the interest of Estate security. Strict action will be taken against any person compromising the security and access control systems of the Estate.
- 4.13.1.2 The perimeter security and access control system serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the HOA, Management, the Security Contractor, nor any of the agents or employees of the afore mentioned persons, or entities, shall be held liable for any loss of life, injury, damage to, or loss of property, suffered by any resident or other person present within the perimeter of the Estate.
- 4.13.1.3 Residents must follow the prescribed security protocol religiously, to minimise opportunities for criminals and others to illegally gain access to the Estate.
- 4.13.1.4 Security personnel have a difficult and unenviable task. Security Officers must be treated courteously and with respect, and any effort to undermine their authority to apply security protocol will be met with strict action from Management.
- 4.13.1.5 Members and residents must advise Management and the Estate Security in Writing of their personal and contact details, to enable Management and Estate Security to contact them as needed. If there are any changes to the above, it is incumbent on the Member or resident to advise Management and the Estate Security accordingly in Writing. This can be achieved by completing the standard updating form.
- 4.13.1.6 It is the responsibility of every Member or resident to ensure that their families, tenants, visitors, occupants, friends, employees, service providers, contractors, (including sub-contractors), and invitees adhere to the Security Protocol and Conduct Rules for the Estate and to ensure that security personnel are treated courteously and with respect.
- 4.13.1.7 Contractors and sub-contractors working outside stipulated working hours will be removed from the Estate by security and a Penalty will be imposed.

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- 4.13.1.8 Members (GR) failing to comply with the security regulations pertaining to access will be denied access to the Estate. Any infringement of security regulations by people while within the Estate, will be addressed in accordance with the normal security protocol in place from time to time.
- 4.13.1.9 All attempted burglaries, boundary fence incursions or any act of a suspicious nature, must immediately be reported to the Management and Estate Security.
- 4.13.1.10 It is compulsory that all houses are clearly and correctly numbered to facilitate easy recognition and identification in an emergency.
- 4.13.1.11 In the interest of the safety of residents, the "Old" (west) Gate is only open from 06h00 - 19h00. These times may be changed by the Committee after issuing a Notice in Writing to Members and Residents as contemplated in paragraph 10.5 and 10.6 of the Constitution.
- 4.13.1.12 Residents are strongly discouraged from employing unknown casuals, gardeners and/or other categories of casual workers in the Estate. Identity documents are compulsory for entry into the Estate and a copy must be retained by the resident.
- 4.13.1.13 All contractors must transport their staff to and from the premises within the perimeter of the Estate. Contractors staff are not permitted to walk-in, around or out of the Estate.
- 4.13.1.14 Contractors, sub-contractors, workers, domestics, gardeners, and others must enter through the Gatehouses in accordance with the designated security protocol and procedures in force at the time of entry.

4.13.2 Members and Residents

- 4.13.2.1 Access for Members and residents will be facilitated by a camera-based license plate recognition and a biometric access system.
- 4.13.2.2 Each property may have three license plates registered on the recognition system.
- 4.13.2.3 Upon Written application, a limited number (not more than four) additional license plates may be added to the system with the approval of the Committee.
- 4.13.2.4 Members owning undeveloped Erven, may only apply for biometric access.

4.13.3 Visitors Including *Ad Hoc* Service Providers

- 4.13.3.1 An Electronic Visitor Information Management System (EVIMS), compliant with South Africa's' Protection of Personal Information Act (POPIA) is in place to manage visitor and *ad hoc* service provider (hereinafter referred to as visitor/s) access.
- 4.13.3.2 Upon a visitor's arrival at the gate, the security staff will telephone the person to be visited or the authorised "key holder," to receive confirmation that the visitor may be allowed access. If the person to be visited authorises access, the visitor will be required to present their driver's license. This together with the vehicle license disc will be scanned and digitally signed using a biometric sensor (fingerprint) system. The system provides real time identity verification through access to the NCCS.
- 4.13.3.3 The information thus obtained, is immediately uploaded to a secure server in the cloud and cannot be accessed by security staff. The Committee may access this information in case of any forensic investigation.
- 4.13.3.4 Egress will be permitted by using a digital fingerprint scanner.
- 4.13.3.5 Visitors staying for extended periods, may be provided with multiple access permission, but by using the biometric sensor system only.

4.13.4 Short-term Tenants and Members/Residents Allowing Visitors to Stay in their Absence

- 4.13.4.1 The provisions of paragraph 4.9.3 will apply regarding short-term tenants and Members/residents allowing visitors to stay in their absence, with the changes required by the context.
- 4.13.4.2 The Control Room will prepare a daily list of expected visitors for the gates and this list will serve as access authority.
- 4.13.4.3 Guests will be required to register as per the EVIMS procedure.
- 4.13.4.4 Egress and repeat access for the authorised duration of their stay will be facilitated by using the biometric sensor system only.

4.13.5 Shelley Point Hotel Guests, Restaurant Patrons, and Sport Clubs

- 4.13.5.1 Telephonic confirmation of a booking/reservation followed by registration per the EVIMS procedure will apply.

4.13.6 Frequent Visitors

- 4.13.6.1 For purposes of this procedure, Frequent Visitors are defined as persons who visit the Estate regularly for purposes approved by the Committee and whose identity has been verified through access to the NCCS. This may include certain service providers by specific authority of the Committee.
- 4.13.6.2 Persons may apply to the Committee to be awarded the status of a Frequent Visitor.
- 4.13.6.3 The Committee's decision regarding Frequent Visitor status, is final.
- 4.13.6.4 Once approved, Frequent Visitors will be registered on the biometric sensor system which will permit entry.
- 4.13.6.5 Frequent Visitors must apply annually on or before 15 January for a renewal of their status. The Committee reserves the right not to renew Frequent Visitor's status, should the applicant be in breach of any Rule or Code of Conduct of the Estate, or the record of the frequency of visits not justifying such.

4.13.7 Public Access to Beaches

- 4.13.7.1 The beaches adjacent to the perimeter of the Estate are Coastal Public Property, of which the ownership vests in the citizens of the Republic of South Africa, and which is held in trust by the State on behalf of the citizens, and natural persons (herein referred to as the public) have the right of reasonable access, *via* Designated Coastal Access Land, when so required and designated in By-laws, resulting in automatic public servitudes (See section 18(1) of the National Environmental Management Integrated Coastal Management Act, 2008, as amended).
- 4.13.7.2 Save for any additional restrictions related to Designated Coastal Access Land or public access servitudes within the perimeter of the Estate, by the Local Authority in By-laws in terms of section 18, read with sections 13 and 20, of the National Environmental Management Integrated Coastal Management Act, 2008, as amended, and the approved Town Planning-Schemes applicable to the various phases of development of the Estate (excluding the original phase/s), the HOA is obliged, in accordance with the Approval of 6 December 1994 read with the Amending Approval of 14 March 1996 (and the consequential registered public access servitudes), to provide access to the public *via* the Old Gate to Shell Beach and the related parking area along Golden Mile Boulevard from where the beaches may be accessed.

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- 4.13.7.3 The public entering through the Old Gate must comply with the prevailing access control procedures, as amended by the Committee from time to time (See par 3.1(b)(i) of the Amending Approval of 14 March 1996).
- 4.13.7.4 Public accessing the beaches adjacent to the Estate, along the Coastal Public Property without entering the perimeter of the Estate, will be monitored but cannot be prevented from doing so.
- 4.13.7.5 However, the access of the public, accessing the beaches adjacent to the Estate, as described, and permitted in terms of paragraph 4.13.7.1 to 4.13.7.4, will be restricted *via* the Coastal Public Property, as contemplated in paragraph 4.13.7.4, and the designated access servitude/s as contemplated in paragraph 4.13.7.2, to the Coastal Public Property only, and will be informed accordingly by appropriate signage and notices.
- 4.13.7.6 The public accessing the beaches adjacent to the Estate as described and permitted in accordance paragraph 4.13.7.2 to 4.13.7.4, are entitled to use, and enjoy such, provided that the use and enjoyment do not adversely affect the rights of other members of the public (inclusive of residents of the Estate, their family, and guests) to use and enjoy the coastal public property, do not hinder the State in the performance of its duty to protect the Environment, and do not cause an adverse effect on the Environment.
- 4.13.7.7 The HOA, its delegates and service providers, as well as the residents of the Estate, are in the interest of all citizens of the Republic of South Africa, obliged to report any behaviour or action of the public, or any other person, in breach of the use and enjoyment contemplated in the relevant Statutory Provisions, to the Committee, the Management, the Estate Security and/or the relevant state authorities (See paragraph 4.13.7.6, and the myriad other related Statutory Provisions for more information) .
- 4.13.7.8 The public accessing the beaches adjacent to the Estate, as described, and permitted in terms of paragraph 4.13.7.2 to 4.13.7.4, may not access any Communal or Private Property within the perimeter of the Estate, unless prior and explicit permission has been granted by the Management or the Estate Security. Driving, or walking through the Estate "sight-seeing," by members of the public accessing the Estate as permitted in terms of paragraph 4.13.7.2 to 4.13.7.4, is thus not allowed, and the Estate Security will be entitled to act on any trespassing.
- 4.13.7.9 In the interest of the safety of the public entering the Estate, and the residents and children living in the Estate, the public will not be allowed to access any Coastal Public Property adjacent to the perimeter of the Estate *via* a designated access servitude by bus.
- 4.13.7.10 Access for members of the public to the Coastal Public Property adjacent to the "Small Boat Harbour", *via* the road infrastructure of the Estate, will only be allowed if such access concurs with a designated public access servitude.
- 4.13.7.11 Access contemplated in paragraph 4.13.7.10 with the view to launching a motorised watercraft by means of a motor vehicle (with or without a trailer) will only be allowed once the "Harbour", and the associated infrastructure, has been developed and opened to the public in accordance with the applicable zoning conditions and relevant Statutory Provisions, respectively.
- 4.13.7.12 The Committee may, subject to the provisions of paragraph 4.13.7.2 and as a special concession, allow public access, mainly for surfers, to Shell Point, *via* the Old Gate, along the Golden Mile Boulevard (public access servitude) and First Avenue (which is not subject to a public access servitude), from where the beaches and the HOA's communal bath and change rooms may be accessed, subject to the Rules of the HOA, as amended from time to time.
- 4.13.7.13 The public must respect the right to privacy of the residents of the Estate.

4.13.8 Contractors and Sub-contractors

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4.13.8.1 Registration of contractors and sub-contractors, the procedures managing their access to the Estate as well as the management of deliveries of building material are covered in the Code of Practice incorporated into the Permitting Agreement defined in the Building Design and Construction Rules.

4.13.8.2 Contractors and sub-contractors must adhere to the terms and conditions described in the Permitting Agreement referred to in paragraph 4.13.8.1 and any breach thereof will be penalised as per the provisions of the Agreement.

4.13.9 General Deliveries (Including Courier Services)

4.13.9.1 This section deals with the collection and or delivery of goods to the Estate including to the hotel, Guesthouses, restaurant, sport facilities, and private residences.

4.13.9.2 Telephonic confirmation of the expected delivery will be made to the receiver, after which access will be allowed after the EVIMS procedure has been followed.

4.13.10 Employees of HOA and Residents

4.13.10.1 All employees must be registered with the HOA. An acceptable form of identification must be submitted before registration and access will be allowed.

4.13.10.2 A national identification card, book of life, passport etc. are acceptable identification documents.

4.13.10.3 Once registered access will be granted to employees *via* the biometric sensor system.

4.13.11 Police, Emergency Services, Fisheries, Municipal and Government Vehicles

4.13.11.1 When responding to an emergency, these vehicles will be granted immediate access without hindrance or delay.

4.13.11.2 Security will, however, record the time of access and vehicle registration number in the Official Logbook.

4.13.11.3 Non-emergency visits will, however, require compliance with the EVIMS procedure, but will not require pre-authorisation.

4.14 Domestic Alarms and Monitoring

4.14.1 HOA contracted the services of a security service provider to install, service, monitor and respond to domestic (house) alarms.

4.14.2 HOA will ensure that standard operating procedures are established to guide the activities of the service provider and assure the effectiveness of the system.

4.14.3 Members are strongly encouraged to use this service provider to ensure that installations are done according to standard, and that installed equipment is compatible with existing infrastructure. Neither the HOA nor the contracted service provider can be held liable for the mal performance of incompatible installations.

4.14.4 Members are responsible for ensuring that alarm systems are assessed and serviced regularly. The HOA recommends annual testing and servicing as an absolute minimum.

4.14.5 Members are responsible for ensuring that contact details and specific alarm response instructions held in their "profile" on the system are valid and regularly updated.

4.15 Key Management Service

- 4.15.1 The security service provider will establish and maintain a key management service based in the Control Room for owners wishing to leave keys to their property on the Estate.
- 4.15.2 The standard key management agreement form must always be filled in and signed by the Member or tenant, before leaving the keys with the controller.

5. Breach: Remedial Actions and Related Procedure

5.1 Remedial Options and Permutations

- 5.1.1 When a breach of the provisions of the Constitution or the Rules is contemplated, the HOA and its delegates are entitled to apply, depending on the circumstances and practicability, and without limiting the rights of the HOA in terms of the Constitution and the Rules, any of the following remedial actions, or a combination thereof:
 - 5.1.1.1 Demand specific performance of whatsoever nature as required in the Constitution, the Rules, or any approved Policy or Code.
 - 5.1.1.2 Exercise the rights of the HOA to rectify the breach and to claim the associated costs from the Member, tenant or any other person involved.
 - 5.1.1.3 Report the breach to relevant authorities, as applicable.
 - 5.1.1.4 Demand an unconditional Written apology containing a particular content.
 - 5.1.1.5 Issue a Written warning to refrain from certain actions or behaviour, with a clear indication of the action/s likely to be taken by the HOA under similar circumstances in future.
 - 5.1.1.6 Prescribe a particular action/s to be taken by the person in breach to remedy the situation, with specific directives pertaining to the time within which the breach should be rectified, the nature of the actions required, any terms, conditions, and standards with reference to any Statutory Provision, the Constitution, the Rules, or any other reasonable condition required by the circumstances.
 - 5.1.1.7 Request the payment of a Debt as contemplated in the Constitution which is due and payable to the HOA.
 - 5.1.1.8 Impose a Penalty, calculated and payable in accordance with the Constitution and the Rules, as a once-off or repetitive amount, which may also escalate over time as specified, depending on the response of the person in breach. The actual amount payable, will be determined by the circumstances applicable to every incident, behavioural trends in the Estate, as well as the record of transgressions of the Constitution and the Rules by the person/s involved (See **Table 1** for detail pertaining to the **minimum** and **maximum** amounts applicable to Penalties).
 - 5.1.1.9 Impose a Penalty Levy (PL) equalling an amount of the Monthly Levy payable by Members, added as an additional amount to the levy account of a Member and payable with effect from the beginning of the month following the payment of the next Monthly Levy, and remain payable monthly until such time as the Member has complied fully with the conditions of the Notice received. A Penalty Levy may only be imposed on a Member who has failed to comply with the conditions of a Notice after two months.
 - 5.1.1.10 Impose a Penalty Levy, multiplied as indicated herein (PLM), added as an additional amount to the levy account of a Member and payable with effect from the beginning of the month following the payment of the next Monthly Levy and remain payable monthly, until such time as the Member has complied fully with the conditions of the Notice received. A PLM may only be imposed on a Member who has failed to comply with the conditions of a

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Notice after six months of the imposition of a PL and shall be calculated as follows: First 6 months: 3 X Monthly Levy, Second 6 months: 4 X Monthly Levy, and Thereafter: 5 X Monthly Levy. Notwithstanding, a PLM will be reviewed every three months, and may be reduced or multiplied further, depending on the circumstances.

- 5.1.1.11 Should a PL and PLM not result in the compliance with a Notice, the Committee would be entitled to impose any other appropriate and lawful remedial action, provided that the remedial actions and penalties are rational and reasonable based on the facts before the Committee and Management, as well as any aggravating/mitigating circumstances.
- 5.1.1.12 Penalties imposed may be suspended, or partly suspended, subject to certain conditions.
- 5.1.1.13 Approach a competent court or CSOS for appropriate relieve.
- 5.1.2 The provisions of paragraph 5.1.1.9 to 5.1.1.10 above may, in addition to the amounts indicated in **Table 1**, also be used to quantify amount/s to be paid as Penalties by non-members, which amounts will be recovered from said persons as allowed in terms of the Constitution and the Rules.
- 5.1.3 Members' attention should also be drawn to the impact of outstanding Debts, as defined in the Constitution, on the exercising of Membership Rights (See also paragraph 6 below).

5.2 Procedure

- 5.2.1 When the HOA contemplates the remedial actions in paragraph 5.1.1 to 5.1.3 the person in breach must be furnished with the detail pertaining to the time within which compliance is required, which should, subject to the provisions of the Constitution and the Rules, and considering the nature of the remedial action, be reasonable and practicable.
- 5.2.2 In instances of non-compliance by the person in breach, it is incumbent upon the HOA to act in accordance with the relevant provisions of the Constitution and/or the Rules.
- 5.2.3 When giving effect to the provisions of paragraph 5.2.1 and 5.2.2 above, the HOA must comply with the provisions of PAJA, and PAIA, the related Schedules of Good Practice and the principles of natural justice in general.
- 5.2.4 Compliance with the legislative provisions as contemplated in paragraph 5.2.3 above, is important to ensure that the action/s taken by the HOA is lawful and reasonable, following fair procedure, whilst furnishing the person/s whose rights will be negatively affected by the decision, from the outset or after further request, with adequate and relevant information regarding the matter. It is furthermore compulsory to provide reasons for the eventual decision/s, if requested to provide such.
- 5.2.5 Translated into a guiding framework to guide the delegated authority of the HOA (herein referred to as Management), compliance with PAJA and PAIA and the related Schedules and principles would mean that:
 - 5.2.5.1 The person/s, entity, or entities (hereinafter referred to as "the party"), whose rights will be negatively affected by the decision of the Management, must be given notice of the alleged transgression (full details of the transgression and with reference to the Constitution and the Rules, etc), as well as detail of the action/s the Management intend to take, Delivered to the affected party as contemplated in paragraph 3 of the Constitution.
 - 5.2.5.2 The party so affected, must be afforded the opportunity to respond to the alleged transgression/s and intended action/s in Writing (and to request any additional/further information/clarification relevant to the alleged transgression if so wished, and which may not be refused unreasonably), and to appear in person, or by any form of electronic medium before the Management to present or respond to arguments.

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- 5.2.5.3 Management must consider the response from the affected party and may take any additional and appropriate action to establish and verify the facts of the case, whereafter the affected party must within a reasonable time be notified in writing of Management's ruling on the matter.
- 5.2.6 The remedial action imposed by Management must be rational and reasonable based on the facts before the Management.
- 5.2.7 Management must in the imposition of the remedial action consider factors in mitigation and will also be entitled to escalate remedial actions and Penalties for habitual transgressors as provided for in paragraph 2.19 above.
- 5.2.8 The ruling of the Management is final, subject to the provisions of paragraph 7.3 and 7.4.
- 5.2.9 It is also required to provide reasons for the ruling when requested to do so.

6. Debts

- 6.1 The various categories of Debts and the amounts payable to the HOA, as well as the consequential effect of the non-payment thereof on the rights and obligations of Members (GR) are founded upon the prescripts of the Constitution and the approved Rules.
- 6.2 The determination and calculation of a Debt due and payable in a particular case, is done in accordance with the prescripts as contemplated in paragraph 6.1 above by Management in accordance with the approved Delegation Framework of the HOA.
- 6.3 Debts of whatsoever nature, due and payable by a Member in accordance with the Constitution and the Rules, will be debited against the Member's Levy Account, and will be payable within one month from the date the account was so debited.
- 6.4 Debts due by Non-members are payable on demand.

7. Dispute resolution

- 7.1 The dispute resolution process and procedure described in this paragraph applies to the *application* only of the provisions of the Rules as contemplated in paragraph 22(1) of the Constitution.
- 7.2 In disputes between Members in person, or manifesting through their families, tenants, visitors, occupants, friends, employees, service providers, contractors or sub-contractors, and invitees, the disputants should:
 - 7.2.1 In the first instance, endeavour to resolve the dispute among themselves amicably without a formal process, exhibiting due tolerance and understanding, and acting in accordance with the principles of natural justice and good neighbourliness; or
 - 7.2.2 Where such a dispute cannot be resolved among the disputants themselves, they may revert to the Dispute Resolution process as contemplated in paragraph 22 of the Constitution, or refer the dispute, by agreement among themselves, for private mediation/arbitration, or approach a competent court for appropriate relief.
- 7.3 In disputes between Members (GR) and the HOA regarding an alleged breach by the Member (GR) of any obligation in terms of the Rules, and/or any dissatisfaction of the Member (GR) with the penalty imposed by the HOA in accordance with the Rules the Member (GR) must:
 - 7.3.1 Submit within fourteen Weekdays from the date of receiving the Notice contemplated in paragraph 5.2.5 read with 5.2.9 from the Management, a dispute submission in Writing to the Offices of the HOA. Late dispute submissions will not be entertained by the HOA.

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- 7.3.2 Without derogating from the right of Members (GR) in paragraph 7.4, the failure to timeously deliver a dispute submission will entitle the HOA to proceed without prejudice with the implementation of the remedial actions indicated in the Notice after five Weekdays.
- 7.3.3 The Written dispute submission must contain the reasons for disputing the breach, alternatively providing reasons in mitigation for the breach, and/or for a reduction or remission of the penalty.
- 7.3.4 After receiving a duly submitted dispute submission, the HOA, represented in the matter by the Chairperson of the Committee or his delegate, will as soon as possible arrange a meeting with the Member to discuss the substantive matters pertaining to the dispute, applying an inquisitorial approach, and complying with the provisions of PAJA and PAIA, and the rules of natural justice in general.
- 7.3.5 Following the meeting contemplated in paragraph 7.3.4 above, the Member (GR) will be Notified within a reasonable time in Writing of the decision of the HOA, which decision will be final and binding on the Member (GR).
- 7.3.6 Should the affected Member (GR) still be aggrieved by the final decision of the HOA, the Member (GR) may approach CSOS in accordance with the provisions of paragraph 22(1) of the Constitution.
- 7.3.7 The HOA will be entitled to act in accordance with its final decision without prejudice, unless receiving notice from the Member (GR) and or CSOS within 7 days of the Member (GR) receiving the Notice of the final decision of the HOA, of actions taken by the Member (GR) as contemplated in paragraph 22(1) of the Constitution.
- 7.4 Notwithstanding the provisions of paragraph 7.3 and the status of the contemplated processes in accordance therewith, neither the HOA nor the affected Member (GR) will be prevented from seeking appropriate relief from a competent court.

8. SCHEDULE OF TRANSGRESSIONS AND PENALTIES

- 8.1 This Schedule is applicable to the General Rules of the HOA.
- 8.2 The HOA, the Committee and Management are collectively and severally responsible to ensure that:
- 8.2.1 Before any action is taken in accordance with this Schedule it must be ascertained that the action or omission of a Member (GR) constitutes, if proven, a transgression of the provisions of the Constitution and/or the Rules;
- 8.2.2 The action taken on behalf of the HOA is done in accordance with the mandate of the HOA and the Committee contained in the Constitution and the Rules, by an authorised delegate as per the Delegation Framework of the HOA and with due adherence to any limitations applicable to the delegated authority (See, for example, paragraph 10 and 11 of the Constitution);
- 8.2.3 The remedial action contemplated, and the procedures followed, comply substantively with the provisions of the Constitution and the Rules; and
- 8.2.4 Penalties imposed and Debts recovered are in accordance with the provisions of paragraph 5 and 6, and/or the Schedule approved by the HOA from time to time (See **Table 1**), as applicable.



TABLE 1

HEADING AND PROVISION	PENALTY (MIN-MAX)
GENERAL RULES OF THE ESTATE	
INTERPRETATION AND STATUS OF RULES AND SCHEDULES	
2.14	200-500
2.15	500-5000
2.20	Unlimited
CONDUCT RULES: GENERAL	
4.1.3 to 4.1.15	200-3000
EMERGENCIES AND DISASTERS	
4.2.1 to 4.2.3	500-3000
USE OF PRIVATE FACILITIES, AND THE ABATEMENT OF NOISE AND DISTURBANCES	
4.3.1 to 4.3.17	200-5000
4.3.5 (refer to par 4.9)	
USE OF ROADS AND RELATED MATTERS	
4.4.1 to 4.4.18	200-5000
4.4.7 to 4.4.8 (Subject to agreements)	
3.4.19 (See 4.3.9 to 4.3.11)	
ADVERTISING AND CAMPAIGNING RULES	
4.5.1 to 4.5.4	200-2000
ENVIRONMENTAL AND HOME AND PROPERTY MAINTENANCE RULES	
4.6.5 to 4.6.34	100-5000
RULES PERTAINING TO COASTAL PUBLIC PROPERTY AND DESIGNATED COASTAL ACCESS LAND AND PUBLIC AMENITIES	
4.7.1 (Refer to 2.6 to 2.8, 4.4.7, 4.4.8, 4.13.7)	
COMMUNAL PROPERTY AND FACILITIES AND RELATED MATTERS	
4.8.2.3 to 4.8.6.6	200-5000
HOME BUSINESSES	
4.9.2.1 to 4.9.4.8	200-10000
SHELLEY POINT HOTEL AND SPA	
4.10.1 to 4.10.4	
PETS AND DOMESTICATED ANIMALS	
4.11.1 to 4.11.20	100-2000
SELLING AND LEASING OF PROPERTY	
4.12.1 to 4.12.12	1000-5000
SAFETY AND SECURITY	
4.13.1 to 4.13.11	200-10000

Approved at the AGM held on the 21 December 2023

Chairperson

Vice-Chairperson

ANNEXURE "A"

3. DEFINITIONS

3.1 The following words shall, unless the context clearly indicates a different meaning, have the meaning assigned to it in this paragraph:

1985 Ordinance	means the Land Use Planning Ordinance, 1985 (No 15 of 1985).
2014 Act	means the Western Cape Land Use Planning Act, 2014 (No 3 of 2014).
2015 By-law	means the Saldanha Bay Municipality By-law on Municipal Land Use Planning published in the Extraordinary Provincial Gazette (No 7468 of 13 August 2015) to take effect when the 2014 Act comes into operation in the Saldanha Bay Municipal Area.
Annual Budget	means the document tabled annually by the Committee at the AGM for consideration and approval, containing an appropriate exposition of the expected income and expenditure of the HOA for the following financial year, with appropriate comparisons with the income and expenditure of previous financial years, significant movements of funds, or any other report reflecting on matters affecting the future financial sustainability of the HOA.
AGM	means the Annual General Meeting of the Members of the HOA as contemplated in paragraph 17 of the Constitution.
Approval of 6 December 1994	means the approval by the Premier of the Western Cape of the rezoning and subdivision of Erven 1, 2 and 3, St Helena Bay (Phase 1, Shelley Point) in accordance with the relevant provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985) and the Municipal Ordinance, 1974 (No 20 of 1974).
Amending Approval of 14 March 1996	means the amendments approved by the Premier of the Western Cape to the Approval of 6 December 1994.
Attorney	means a legal practitioner who is admitted and enrolled as such under the Legal Practice Act, 2014, as amended.
Auditors	means a firm of auditors appointed by the HOA as prescribed in this Constitution, consisting of a person or persons accredited to perform an audit in terms of the Auditing Professions Act, 2005, as amended.
Building Design and Construction Rules	means the Rules pertaining to the matters contemplated in paragraph 10.1.2.
Business Day	means weekdays other than Saturdays, Sundays, and South African Public Holidays.

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Chairperson	means the Chairperson of the Trustee Committee, duly elected in accordance with this Constitution.
Clearance Certificate	means, subject to the provisions of paragraph 22.4, a written certification by the HOA that the owner of an Erf or Unit Erf has paid in full all Debts due and payable to the HOA (inclusive of any such additional amount/s the HOA may determine in the instance of the transfer of an Erf or Unit Erf), and that the owner has complied with the provisions of this Constitution and the Rules pertaining to the transfer of properties situated within the perimeter of the Estate.
Clearance Fee	means an additional amount, over and above the Clearance Levy imposed by the HOA, to cover administrative costs associated with the issuing of a Clearance Certificate.
Clearance Levy	means an amount, representing the total of at least 3 (three) Monthly Levies, payable in advance to the HOA before the issuing of a Clearance Certificate.
Coastal Public Property	means the property contemplated in section 7 of the National Environmental Management: Integrated Coastal Management Act, 2008 (No 24 of 2008), as amended (2014).
Committee	means, unless the context clearly indicates differently, the Trustee Committee of the HOA, consisting of the Trustees duly elected by the Members at the AGM and the Trustees duly co-opted by the Trustee Committee in accordance with the provisions of this Constitution.
Communal Property	means property of the HOA which may be used by Members, residents, and the public, subject to the provisions of this Constitution, the Rules, and the restrictions applicable to the Public Servitudes within the perimeter of the Estate.
Communal Facility	means a facility of the HOA situated on Communal Property which may be used by Members, residents, and the public, subject to the provisions of this Constitution and the Rules.
Constitution	means the Constitution of the HOA.
CSOS	means the Community Scheme Ombud Service Act, 2011 (No 9 of 2011) and the Regulations promulgated in terms of the Act, as amended from time to time.
Day	means weekdays.
Debt	means any amount, howsoever arising, owed and payable to the HOA, including but not limited to amounts in respect of Monthly, Special, Statutory, Penalty and Clearance Levies; fees related to the issuing of Clearance Certificates; the transgression of the provisions of the Constitution and the Rules; late payment of amounts due and payable to the HOA;

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	Community Centre services; and legal fees.
Delegate (HOA)	means the delegation of authority by the HOA to the Committee and mandating the Chairperson, or in his absence the Deputy Chairperson, or in his absence any member of the Committee authorised by the Committee to act in accordance with the delegated authority.
Delegate (Committee)	means the delegation of authority by the Committee to the Chairperson, or the Deputy Chairperson, or a committee of the Committee, or the Estate Manager to act in accordance with the delegated authority.
Delegation Framework	means, subject to the provisions of the Constitution prohibiting the delegation of certain actions, the approved document of the HOA containing a clear and detailed exposition of delegated authority and the associated restrictions, taking into account, among others, the reporting responsibilities of the delegated authorities and officials, the legal obligation to comply with the processes and procedures embedded in PAJA, PAIA and the principles of natural justice, and the imperative not to unduly restrict the authority of the Chairperson to represent the Committee as Chairperson in any matter, and the Estate Manager to act in accordance with the authority assigned to the position of Estate Manager.
Deliver	means the delivery of any Notice, either physically or electronically, to a Member in accordance with the addresses captured in the HOA's Member Register.
Designated Coastal Access Land	means the designated strips of land providing access to Coastal Public Property which are automatically subject to public servitudes, as contemplated in section 18 of the National Environmental Management Integrated Coastal Management Act, 2008 (No 24 of 2008), as amended (2014).
Developer	means Britannia Bay Developers (Pty) Ltd, and BBD shall have a cognate meaning.
Entitled to Exercise Membership Rights	means Members Eligible to Vote, participating in the formal activities of the HOA.
Erf	means an Erf and/or a Unit, depending on the context, regardless of its zoning, situated within the perimeter of the Estate.
Estate	means all the Phases of the development of the Shelley Point Estate, duly established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended, and any other relevant statutory provision, to be managed in accordance with the terms and conditions of the applicable approved Town Planning and Resource Use Permits.

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Estate Manager	means a person appointed as an employee by the HOA in the position of Estate Manager, or a position with a similar status, as the case may be, in accordance with the approved management structure and related delegation frameworks to undertake certain administrative and management functions of and on behalf of the HOA and the Committee, and includes any person duly appointed to act in the capacity of Estate Manager.
General Meeting	means any properly constituted Meeting of Members contemplated in paragraph 17 of the Constitution.
General Rules	means the Rules pertaining to the matters contemplated in paragraph 10.1.1.
HOA	means the Shelley Point Home Owners Association, established in accordance with the provisions of the Land Use Planning Ordinance, 1985 (No.15 of 1985), read with the Western Cape Land Use Act, 2014 (No 3 of 2014), as amended.
Levy	means an amount payable by a Member to the HOA as a Debt, determined from time to time by the Committee, and/or the Members at a General Meeting, and/or a Statutory Body, and, depending on the context, refers to Monthly, Special, Statutory, Penalty and Clearance Levies.
Levy-related Debt	means a Debt arising from the non-payment of Monthly, Special, Statutory, or Penalty Levies, inclusive of the interest on such Levies.
Local Authority	means, depending on the context, the West Coast District Municipality and/or the Saldanha Bay Municipality.
Management	means the Estate Manager or his delegate.
Managing Agent	means a person or entity providing certain agreed governance, management, administrative and related support services to the HOA, for reward, whether monetary or otherwise, who is not an employee of the HOA.
Member	means the owner, or collectively, the co-owners, of an Erf, or a Unit Erf, situated within the perimeter of the Estate and reflected as an owner or co-owner in the records of the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937 (No 47 of 1937), as amended.
Member Eligible to Vote	means, except regarding the veto right of the Developer in accordance with paragraph 9.21 of this Constitution, read with paragraph 9.15 to 9.18, a Member who has paid in full all Debts due and payable to the HOA and who's membership has not been suspended by the HOA after following due process.

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Membership Register	means the document and the information prescribed in paragraph 8.10. to 8.14 of the Constitution.
Membership Rights	means the rights of Members embedded in this Constitution.
Month	means a calendar month.
Monthly Levy	means a monthly amount payable by a Member to the HOA as a Debt, determined by the Members at a General Meeting, and payable in accordance with the provisions of paragraph 9 of the Constitution.
Municipality	means the Saldanha Bay Municipality situated within the West Coast District Municipality, established by Notice PN484/2000 issued in terms of the Local Government: Municipal Structures Act, 1998 (No 117 of 1998), as amended.
Notice	means any Written communication from the HOA or its authorised delegates or agents and Notified shall have a cognate meaning.
Office	means, depending on the context, the administrative office of the HOA or the Offices of its Managing Agent.
Officials of the Committee	means the Chairperson and the Deputy Chairperson elected in accordance with the provisions of paragraph 14.11.
PAIA	means the Promotion of Access to Information Act, 2000 (No 2 of 2000), as amended.
PAJA	means the Promotion of Administrative Justice Act, 2000 (No 3 of 2000), as amended.
Penalty	means, depending on the context, an additional amount payable to the HOA as a Debt, arising from the non- and/or late-payment of any Levy, or the transgression of the provisions of the Constitution or the Rules, calculated in accordance with the Schedules of Transgressions and Penalties contained in the Rules.
Penalty Levy	means an additional amount payable by a Member to the HOA as a Debt for the transgression of the provisions of the Constitution, or the Rules as indicated in the Notice Delivered to a Member and calculated with reference to the amount of the Monthly Levy.
POPIA	means the Protection of Personal Information Act, 2013 (No 4 of 2013) and the Codes and Regulations promulgated in terms thereof, as amended from time to time.
Present at a Meeting	means a Member Eligible to Vote: (a) who is present at the meeting in person, or can participate in the meeting by signing in on the on-line electronic facility provided by the Committee;

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(b) who, in instances of legal entities or co-ownership, is duly represented in person at the meeting as contemplated in this Constitution, or the designated representative can participate in the meeting by signing in on the on-line electronic facility provided by the Committee;

(c) who is represented by way of a properly prepared and signed proxy by the person or entity designated in the proxy who is present in person at the meeting or can participate in the meeting by signing in on the on-line electronic facility provided by the Committee.

Property of the HOA

means the property registered in the name of the HOA in the relevant Deeds Registry and which the HOA is statutory obliged to maintain, such as streets, parking areas, and all other open areas outside the cadastral boundaries of private property within the perimeter of the Estate, and the golf course, excluding any Coastal Public Property and Coastal Access Land (See paragraph 3.1 of the Amending Approval of 14 March 1996).

Public Servitude

means, depending on the context, a servitude registered on the Property of the HOA (automatically by law, or otherwise) for purposes of service delivering to the Estate by relevant authorities, or as Designated Coastal Access Land in accordance with section 18 of the National Environmental Management: Integrated Coastal Management Act, 2008, as amended (2014), or as public coastal access routes in accordance with the Approval of 6 December 1994, the Amending Approval of 14 March 1996, or any other applicable approved Town Planning and Resource Use Permit.

Rules

means the General Rules and the Building Design and Construction Rules made, amended, repealed, interpreted, and aligned by the HOA and the Committee, as contemplated in paragraph 10 of this Constitution, and include the HOA approved governing guidelines and "constitutions" of constituent parts or sub-divisions of the HOA.

Schedules of Transgressions and Penalties

means the information contained in the Rules, describing possible transgressions of the provisions of the Constitution and the Rules, and indicating the remedial actions the HOA is entitled to impose.

Special Levy

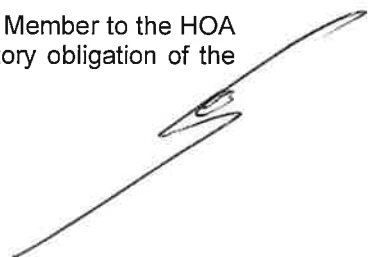
means an amount payable by a Member to the HOA as a Debt, approved by the Members at a General Meeting with the view to financing special capital and other approved projects, and payable as determined by the Members at the Meeting.

Special Resolution

means a decision of the Members taken in accordance with the provisions of paragraphs 17.2.2, 17.8.5 and 17.8.6 of the Constitution.

Statutory Levy

means an amount payable by a Member to the HOA as a Debt, arising from a statutory obligation of the



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	HOA and/or the Member.
Trustee	means one of the members of the Committee.
Trustee Committee	means the Committee consisting of the Trustees duly elected by the Members at the AGM and the Trustees duly co-opted by the Trustee Committee in accordance with the provisions of this Constitution.
Unbudgeted Expenditure	means expenditure not approved in the Annual Budget, totalling more than 5% of the Annual Budget, and/or an overspend exceeding R100 000 or 10%, whichever is the greater, of a budgeted line item, which the Committee is only permitted to incur with the pre-approval of the Members at a General Meeting, save in the case of expenditure necessitated by an Urgent Matter, or imposed on the HOA by a Local Authority, or otherwise prescribed by law, in which instances Members shall be advised in Writing of the decision of the Committee within 3 Business Days.
Unit	means a Unit defined and registered in accordance with the Sectional Titles Act, 1986 (No 95 of 1986), as amended
Unit Erven	means the erven, regardless of their zoning, registered in the name of the Developer in the Deeds Registry concerned in accordance with the provisions of the Deeds Registries Act, 1937, as amended.
Urgent Matter	means a matter, which, if not addressed before the next General Meeting, could cause irreversible harm or prejudice to the Estate, the Members, or the residents, and include, among others, the emergencies and disasters contemplated in paragraph 10.6.
Written	means hand-written, type-written, printed, lithographed, electronically processed, or any other process producing words in a visible form.
Year	means a calendar year.

