



**ATLANTIC BEACH**  
ESTATE

**Estate Rules, Guidelines**  
**Code of Conduct**



## **ATLANTIC BEACH HOMEOWNERS ASSOCIATION**

### **Rules, Guidelines and Code of Conduct**

1. The purpose of this set of rules, guidelines and the code of conduct is to govern the conduct of residents, their household staff/employee's and visitors and to procure the better management of the affairs of the Association in the furtherance and promotion of the objects of the Association and the advancement of the interests of the members.
2. These rules were drafted in order to address the need for a clean, neat and safe environment and to make practical arrangements with regard to refuse removal, structural alterations, security, parking, animals, employees and contractors and to, in general, contribute to the enhancement of a content community who enjoys a high quality, crime free, aesthetically pleasing lifestyle.
3. The provisions are not intended to be unduly prescriptive or limiting. It is hoped that residents will embrace the arrangements freely and voluntarily, with a view towards promoting the existing spirit of goodwill upon which they are founded.

The officer is tasked with ensuring that all residents adhere to these rules and regulations with the aim of promoting, advancing and protecting the communal interests of the owners and occupiers of Atlantic Beach Estate, Melkbosch Strand.

Residents are requested to at all times treat the Association's employees with respect and courtesy and to refrain from victimising and/or intimidating employees as a result of them performing their required duties.



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## Interpretation

4. In the interpretation of these rules, unless the context otherwise indicates:

- 4.1. Association means Atlantic Beach Homeowners Association NPC (registration no 1999/000213/08), an Association incorporated as a company limited by guarantee in terms of the Companies Act, 2008;
- 4.2. building means all the buildings on an erf, including a house, garage, carport, household staff quarters and other immovable structures
- 4.3. board means the Association's board of Directors;
- 4.4. chairperson means the chairperson of the board elected in terms of provision 17.5 of the MOI;
- 4.5. collar disc means a collar disc or Virbac electronic identification micro-chip for a cat or a dog containing a number through which the officer can trace the owner of the animal.
- 4.6. commercial vehicle means a motor vehicle with 11 or more passenger seats, or a truck, lorry or any vehicle designed to carry or convey goods or equipment, excluding a bakkie;
- 4.7. contractor means an artisan, builder, electrician, plumber, or any other person requested to do any work relating to a building in the execution of an approved building plan;
- 4.8. details means the full names, ID number, fax and telephone numbers, addresses (physical, postal, and e-mail) and biometric information required for security purposes of the owner, resident, visitor. And any person nominated by the owner to receive accounts and notices on his behalf;
- 4.9. debt means any levy, fine, damages, penalty or any other amount owed to the Association;
- 4.10. Director means an elected or appointed Directors of the Association
- 4.11. estate means the total security fenced area including the road reserves, sidewalks,





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- parks, leisure areas and erven, known as the Atlantic Beach Estate - with the exception of the subdivisions comprising the golf course which is land under lease from the local authority over which the Association has no jurisdiction;
- 4.12. erf means an erf on the estate;
- 4.13. home business means any of the following activities conducted on a residential erf:
- 4.13.1 the provision of services (professional or otherwise), where such service attracts two or more customers/clients per day or 20 twenty or more customers/clients per month to the particular erf;
- 4.13.2 the keeping of a bed and breakfast establishment;
- 4.13.3 the keeping of a crèche;
- 4.13.4 the keeping of a boarding house;  
or
- 4.13.5 the letting of portions of a house;  
or
- 4.13.6 the letting of a house for periods of thirty days or less.
- 4.14. house means a house or sectional title unit built on an erf;
- 4.15. juristic person means any company, partnership, trust or close corporation;
- 4.16. legal costs means administrative expenses and all legal costs including costs as between attorney and client, collection commission, expenses and charges incurred by the Association in obtaining the recovery of arrear levies or any other arrear amounts due and owing by such owner and/or arising out of the enforcement of these rules;
- 4.17. lockout means to deny a resident access to the estate at the request of an owner and locked out shall have a corresponding meaning;
- 4.18. majority resolution means a resolution passed at any meeting, by a simple majority of members present in person or by proxy;
- 4.19. meeting means a general meeting of members, including an annual general meeting;
- 4.20. member means a member of the Association;
- 4.21. MOI means the Memorandum of Incorporation



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- (MOI) of the Association, as amended from time to time;
- 4.22. offender means a person charged with a contravention of any of these rules;
- 4.23. officer means a person or persons appointed by the board from time to time or a person to whom the officer has delegated power and authority with the approval of the board;<sup>1</sup>
- 4.24. open space means the golf course, road reserve (including sidewalks) and parks on the estate;
- 4.25. owner means a person, including a juristic person, who is the registered owner of an erf;
- 4.26. penalty means a warning or a fine given to an offender for contravening any of these rules. Fines imposed by the officer shall not exceed R10,000.00 per offence or such other amount as prescribed by the board from time to time;
- 4.27. prime rate means the rate of interest per annum which is equal to the published minimum lending rate of interest per annum charged by Nedbank bank, compounded monthly in arrears (in the case of a dispute as to the rates are payable, the rate shall be certified by any manager or assistant manager of any branch of the said bank, whose decision shall be final and binding).
- 4.28. resident means the occupier of a house, including an owner, tenant, lodger or holiday maker;
- 4.29. strictly liable means the liability and responsibility of an owner to make payment irrespective of own fault (i.e. intention or negligence);
- 4.30. tag means a security tag /fingerprint/code or program with which automatic entrance is gained through the security gates of the estate;
- 4.31. visible means in the line of sight from an open space;
- 4.32. visitor means any visitor, caller or guest of a resident or employee;

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<sup>1</sup> The directors have appointed the CEO of the Association Mr Harry White (082 780 1706) as the officer and he in turn has delegated his powers to the Security Manager and the contracted onsite Thorburn Security staff to execute the duties prescribed in these rules.



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- 4.33. employee means a person registered by the officer in terms of “**Annexure 10.13**” as an employee (household, garden or general) and employed by a resident; and
- 4.34. written consent means, a certificate, signed by the chairperson of the board that contains a true and correct copy of a resolution that was passed at a board meeting with at least four Directors voting in favour of that resolution, that grants permission in respect of any matter for which written consent is required.
- 4.35. Words importing:
- 4.35.1. the singular number only shall include the plural, and the converse shall apply; and
- 4.35.2. the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

### Local Authority by-laws, Rules, Guidelines and Code

5. The following apply to every owner, resident, visitor and on the estate:
- 5.1. the local authority’s by-laws;
- 5.2. the provisions of the MOI;
- 5.3. these rules; and
- 5.4. the guidelines
6. The Code of Conduct shall be binding on the Directors.

### Memorandum of Incorporation (MOI)

7. Attention is drawn to the following provisions contained in the MOI:
- 7.1. every owner is a member of the Association and cannot resign from his membership;
- 7.2. a member is entitled to use the golf club and recreational facilities subject to the rules;
- 7.3. an erf sold by a member may not be transferred by that member to a purchaser unless :
- 7.3.1 the member has obtained from the Association a clearance certificate confirming that no debts are owing to the Association by the member;



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- 7.3.2 the board may from time to time impose levies and special levies; and
- 7.4. these rules may be made and amended by:
  - 7.4.1. the board, in terms of its special power in terms of provision 3.5 and its general powers in terms of provision 18 and:
  - 7.4.2. the members at meetings by a majority decision, in terms of provision 3.5.8.

### Amendment of Rules

- 8. These rules may be added to or amended as provided for in 7.4 above; or by
- 9. a notice of a proposal to add to or amend any of these rules at a meeting. Such notice must be in writing and must:
  - 9.1. accompany the notice of a meeting sent to members as provided for in provision 12.5 of the MOI; or
  - 9.2. be sent by the proposer to all members at least 14 (fourteen) days before the meeting.

### Guidelines, Code and Golf Club Rules

- 10. Guidelines in respect of
  - 10.1. Buildings (“Manual In Respect Of The Design Of Buildings”);
  - 10.2. contractors;
  - 10.3. elections;
  - 10.4. letting and selling;
  - 10.5. lights
  - 10.6. lockouts;
  - 10.7. plants;
  - 10.8. powers of Directors;
  - 10.9. recreational building (leisure centre);
  - 10.10. refuse removal;
  - 10.11. security;
  - 10.12. vacant erven; and
  - 10.13. employees;
  - 10.14. parks and play areas

are annexed hereto, marked “**Annexure 10.1**” to “**Annexure 10.14**” respectively.

- 11. The Code of Conduct applicable to Directors is annexed hereto, marked “**Annexure 11**”.



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12. Attention is drawn to rules that are applicable to the golf course. The golf course is strictly under the control and management of Atlantic Beach Management (Pty) Ltd. For easy reference the rules pertaining to the golf club are annexed hereto, marked “**Annexure 12**”.

### Enforcement of Rules

13. These rules and guidelines apply to and are binding upon members, residents and visitors.
14. The officer shall ensure compliance with these rules and guidelines and shall have all such powers which are necessary for the enforcement of these rules, subject to the provisions of these rules and the MOI.
15. The officer shall ensure that any person to whom he has delegated authority and/or responsibility carries out such authority and delegated tasks diligently.
16. The Directors shall be bound by and shall adhere to the provisions of the Code of Conduct set out in “**Annexure 11**”.

### Responsibility and Liability of Owners

17. A member shall take reasonable steps to ensure that a resident on and/or a visitor to his erf -
  - 17.1. is adequately informed with regard to the content of the rules; and
  - 17.2. complies with the rules.
18. A member shall be liable for the due compliance with these rules and/or the payment of all his debts on due date. A member shall also be strictly liable for the due compliance by all residents and visitors connected to or associated with him or his erf including the due payment of all debts of any of those residents or visitors on due date.
19. The board may, in its sole discretion, without prejudice to its claim against a member, to recover damages or penalties or other amount from a resident or a visitor, provided that the member –
  - 19.1. requires the board to do so in writing;
  - 19.2. indemnifies the Association and the board against any legal costs that may be incurred in the recovery of





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- damages or penalties or other amounts from that resident or visitor; and
- 19.3. deposits sufficient funds with the board to cover their legal costs.

### Relaxation of Rules

20. The officer may, in his discretion which has to be exercised judicially and only after having taken into account all relevant factors, grant his consent for the relaxation of these rules, provided that such consent shall -
- 20.1. be in writing; and
  - 20.2. subject to such conditions; and/or
  - 20.3. such period as the officer may specify
21. The granting of such consent:
- 21.1. may be withdrawn at any time by the officer; and
  - 21.2. shall be ratified by the board at the first Director meeting following the consent, otherwise the consent shall automatically lapse.
22. Any consent ratified by the board in terms of 21.2 above :
- 22.1. may be withdrawn by the board at any time; and
  - 22.2. shall be reported by the board to members at the first general meeting following the granting of the consent.
23. Members may, at the meeting referred to in 22.2, withdraw the consent by majority resolution.
24. Where, in the officer's opinion, an insignificant (as the officer may in his discretion determine), contravention of these rules has occurred or one that has caused no or little prejudice, the officer may decline to charge the offender.

### Levies

25. A member shall be liable for all levies in respect of erven owned by such member on the first day of each month, commencing from the month following the date of registration. The Association requires of every member to furnish it with an appropriate debit order drawn on the member's bankers in respect of all future levies. The Association may, for good reason, waive this requirement at the written request of a member.
26. Levies shall:
- 26.1. be due and payable on the first day of each month;



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- 26.2. be regarded as being in arrear if not paid on or before the seventh day of each month; and
  - 26.3. if in arrears, bear compound interest, calculated from the due date to the date of payment, at prime rate plus 2 percent.
27. All levies (including additional levies), penalties, damages and legal costs shall be debited to the member's levy statement and shall bear compound interest as a levy debt, and shall be recovered as a levy.
  28. A member shall be liable to pay a R180 fine if levies are not paid on or before the seventh day of each month.
  29. Should a member be in arrears with the payment of levies or fail to make due payment of any other debt to the Association, the board shall take appropriate and expeditious steps to recover the debt.
  - 29.1) Where a member is in arrears with his or her payments due to the Association, all payments received from such member shall be allocated in the following order, before they are allocated to current levies due:
    - 29 .1.1 arrear levies;
    - 29 .1.2 arrear interest;
    - 29 .1.3 arrear fines and penalties;
    - 29 .1.4 damages for which the member is liable;
    - 29 .1.5 legal costs;
    - 29 .1.6 current fines and penalties;
    - 29 .1.7 current levies due;

### Usage and Restrictions

30. The fynbos areas on the estate form part of an environmental system and no person, unless when specifically authorised to do so, is allowed to enter such areas.
31. No plants may be planted on an erf that is not permitted by the plant guideline, annexed as “**Annexure 10.7**” hereto.
32. Dams and ponds are restricted areas and no swimming, fishing or water sports are allowed therein.



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33. Unless written consent has been obtained:
- 33.1. houses shall be used for residential purposes only;
  - 33.2. the making, creation or manufacturing of any article for gain on a residential erf with woodwork machines or high waste output is not permitted;
  - 33.3. not more than one person shall live in a household staff/employee quarter;
  - 33.4. a garage shall not be used as a habitable room;
  - 33.5. parking bays and carports shall not be used in a manner that impedes upon the parking bay or carport from being used for parking purposes;
  - 33.6. a person shall not -
    - 33.6.1. hold a sale, auction or exhibition;
    - 33.6.2. build or erect a sign, notice, billboard, flagpole or advertisement that is not required by law and is visible; or
    - 33.6.3. slaughter any animal or bird on the estate

### Neatness, Appearance, Cleanliness and Safety

34. Every member and resident shall be responsible for:
- 34.1. keeping his erf in a clean, hygienic, sanitary, neat and attractive condition;
  - 34.2. attending to the repair of broken windows or cracked window panes of his buildings within a period of five calendar days of his becoming aware thereof;
  - 34.3. keeping his buildings in good order and repair; and
  - 34.4. ensuring that garage doors are not left open unattended.
35. Laundry or any other item that is, in the sole discretion of the board, aesthetically displeasing, may not be hung, placed, stored or left in or on balconies, walls, patios, windows, “stoeps”, parking areas, carports or gardens so that it is visible.
36. No dangerous, inflammable or explosive material or substances not normally used in households or garages shall be brought onto any erf.
37. Gas bottles must either be positioned within a concealed service court or screened from the street or golf course elevation via means of a masonry wall with a minimum height of 1.2m above finished floor level and must conform with the Municipal Regulations.



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## Refuse

38. Every member and resident shall keep refuse in a hygienic manner on an erf as provided for in the local authority by-laws or as provided for in the written directives of the board and is annexed hereto, marked **“Annexure 10.10”**.
39. The board may by means of written directives advise and prescribe -
  - 39.1. what the arrangement with the local authority is regarding when and where refuse may be placed prior to the collection thereof;
  - 39.2. the type of receptacle or bag into which refuse is to be placed for collection; and/or
  - 39.3. other arrangements with regard to refuse collection and the removal of receptacles.

## Pets

40. Every member and resident shall not keep on an erf:
  - 1.1 more than two dogs;
  - 1.2 more than two cats;
  - 1.3 more than two birds.
41. All pets must wear ID tags that display the owner's details on their collars. The ID tags are obtainable free of charge from the office at the Estate's main gate. Since collars do get lost, especially in the case of cats, we highly recommend that all cats and dogs are also microchipped to ensure that lost pets can be reunited with their owners without delay.
42. Members and residents may not allow dogs and cats off their properties unless under strict control of the owner and in the case of a dog, on a leash.
43. Roaming cats and dogs found outside their properties:
  - 43.1. with positive nametag and/or microchip identification, will be immediately returned into the custody of its owners;
  - 43.2. with positive nametag and/or microchip identification, will only be impounded if the owner cannot be reached and will only be released into the custody of its owners or an authorised representative.

- 43.3. without positive nametag or microchip identification will be impounded; and released into the custody of their owners upon receiving an undertaking that proper identification will be applied.
- 43.4. further corrective measures will be considered against repeat offenders.
44. Captive animals like rabbits, reptiles, mice, guinea pigs, fish etc. may not be allowed off Members and residents properties and may not be released anywhere on the estate.
45. Members and residents must employ suitable measures or install a suitable enclosure approved by the Architectural Review Committee, to prevent domestic animals from straying off their property.
46. Pets must not constitute:
- 46.1. a nuisance as defined by the by laws of the local authority;
  - 46.2. any inconvenience; or
  - 46.3. any health risk; to a member or a resident.
47. When pets foul the open space areas on the estate the person accompanying the pet must clean up and remove the excrement immediately.
48. Recurring non-compliance with the provisions of this rule may result in the owner of the pet being penalised.
49. The Association shall not be responsible and/or liable for the loss, death or injury of any pets.
50. The Association will not dedicate its resources and/or personnel to locating or recovering any lost pets.
51. In extreme cases, the Board may apply to a court for an order or interdict for the removal of an animal, bird or reptile from an erf or the estate. The owner of the pet and the owner of relevant erf shall be liable for legal costs relating thereto.





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**Building, Alterations, Renovations, Installations and Decorations**

52. Any building activity, alteration, renovation, installation or decoration pertaining to any:
  - 52.1. erf;
  - 52.2. building;
  - 52.3. antenna, satellite dish or any decoration to any structure;
  - 52.4. solar heating system, skylight, chimney or chimney flue;
  - 52.5. carport, swimming pool, pigeon loft, aviary, dolls house, play structure or dog kennel, shall be done strictly in accordance with the building guidelines and after the officer's consent and approval, and any consent or approval as may be required in terms of any statute or regulation, has been obtained.
  
53. All work referred to hereinabove shall -
  - 53.1. be executed by suitably competent persons;
  - 53.2. be executed in such a manner that it does not cause damage of any nature;
  - 53.3. be done in a neat and orderly manner; and
  - 53.4. not unduly inconvenience any other resident.
  
54. Should any work referred to hereinabove cause any damage to any property on the estate, the member concerned shall be liable to make good or to pay for the cost incurred to repair such damage.
  
55. On completion of the work all rubble shall be removed and the erf shall be neatly restored within a reasonable time as specified by the building guidelines or by the officer.
  
56. Should a member be ordered to remove any structure, a member shall be obliged to remove the structure and restore the erf within 30 days after that member has been ordered to do so. Should the member fail to remove the structure and restore the erf, the board may remove the structure and/or restore the erf and may hold the member concerned liable for any costs incurred by the Association to remove and restore in addition to penalties that may have been imposed.

**Noise, Disturbance, Nuisance and Damage**

57. No person shall, on the estate, bearing in mind the time of the day (especially after 22h00), day of the week and other relevant circumstances,
  - 57.1. do any work,
  - 57.2. play sport or games,





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- 62.1. that causes excessive noise or smoke;
  - 62.2. that is not licensed as required by law;
  - 62.3. without being licensed to do so as required by law;
  - 62.4. in such a manner that renders the craft dangerous to residents, visitors, children, pets or property;
  - 62.5. in such a manner that infringes on any residents, visitors or employees right to privacy.
63. A person on the estate shall not, without written consent:
- 63.1. use a vehicle as sleeping quarters;
  - 63.2. dismantle or effect major repairs to a vehicle where it is visible; or
  - 63.3. park a commercial vehicle, a boat, a trailer, or a caravan in such a manner that it is visible.
64. A member, resident or visitor may, unless written consent is obtained, park a passenger vehicle or bakkie only:
- 64.1. in a garage;
  - 64.2. in a carport;
  - 64.3. in a parking bay;
  - 64.4. on a hardened area on the resident's erf; or
  - 64.5. in a general parking area.

### **Duty to Provide Details**

65. Every member, and if so requested every resident, shall provide the board with his details and if the member or resident is a juristic person, with the details of its Directors, members or partners (as the case may be).
66. In the event of a change in the Directors, members or partners of the juristic persons referred to in 60, the member or resident concerned shall provide the board with the relevant details of such change.
67. It shall be the member's responsibility to provide the board with up to date details of all residents of his erf.

### **Control of Home Business Operations**

68. Subject to any statute or regulation that may apply, no person shall conduct a home business without:
- 68.1. the necessary permission from the local authority;



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- 68.2. written consent; and
- 68.3. a majority resolution in the case of -
  - 68.3.1. the keeping of a bed and breakfast establishment;
  - 68.3.2. the keeping of a boarding house; or
  - 68.3.3. the keeping of a crèche;
  - 68.3.4. the letting of portions of a house; or
  - 68.3.5. the letting of a house for periods of thirty days or less.

### Procedure to obtain written consent

- 69. Whenever written consent is required in terms of these rules, application for such consent is to be made in writing and the board are to be provided with:
  - 69.1. full details of the applicant;
  - 69.2. full details of the nature of the consent applied for;
  - 69.3. letters of “no objection” from the owner of the erf;
  - 69.4. letters of “no objection” from applicant’s neighbours (owners as well as residents) and other residents in the immediate vicinity of the applicant’s erf who may be affected, which consent may not be unreasonably withheld; and
  - 69.5. any consent that may be required from local, provincial, or national spheres of government.
  
- 70. Written consent may be granted to an applicant to conduct a home business on a residential erf provided that such application is made in writing and the applicant provides, in addition to the information mentioned in 64 above:
  - 70.1. full details of the nature and type of home business applied for; and
  - 70.2. the maximum number of customers or clients expected to visit the applicant per day or per month.
  
- 71. The board may call upon the applicant to make verbal representations when the application is being considered by them.
  
- 72. Written consent shall not be granted to an applicant to conduct a home business where there is a likelihood as determined by the board in its sole discretion that:
  - 72.1. any rule or local or state authority regulation will be contravened;
  - 72.2. the home business will cause a disturbance or nuisance;
  - 72.3. more than one employee will be employed;



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- 72.4. the applicant will use vehicle(s) for which he does not have parking space; or
- 72.5. vehicular traffic may increase to such an extent that:
  - 72.5.1. inconvenience may be caused to residents;
  - 72.5.2. the ambience of the estate may be affected; or
  - 72.5.3. existing parking facilities will become inadequate.
  
- 73. Any written consent granted by the board in terms of these rules, or any other relaxation, indulgence, leniency or extension of times which the board may grant or shall to any person, shall not in any way prejudice the Association or the board from exercising its rights, or enforcing these rules, in the future.
  
- 74. Written consent may be:
  - 74.1. granted subject to such reasonable conditions as the board may impose; and
  - 74.2. withdrawn by the board for good reason at any time.

### Contravention of Rules

- 75. Should any rule relating to the driving, parking and use of vehicles (also referred to as traffic rules) be contravened, the officer may in addition to imposing a penalty:
  - 75.1. arrange for the vehicle to be clamped, at the risk and cost of the owner thereof and/or person in control of the vehicle;
  - 75.2. arrange for a clamped vehicle to be released subject to the payment of a release fee;
  - 75.3. arrange for the vehicle to be removed at the risk and cost of the owner thereof and/or person in control of the vehicle;
  - 75.4. obtain an interdict; and or
  - 75.5. impose more than one of the options mentioned.
  
- 76. Should any provision of these rules relating to alterations, renovations and installations be contravened, the officer may order the member to remove the structure and restore the erf to its former state.
  
- 77. Should the member fail to remove the structure and/or restore the erf in a reasonable time, the board may remove the structure and/or restore the erf and may:
  - 77.1. hold the member liable for any costs, including legal costs, incurred;
  - 77.2. impose a penalty; and/or
  - 77.3. obtain an interdict.





78. Should any other rule be contravened, penalties may be imposed and measures may be taken as provided for hereunder.

## **Imposition of Penalties**

### *Instant fines*

79. The officer may summarily impose a penalty in respect of :
- 79.1. traffic offences; nuisance; pet related offences; or
  - 79.2. offences by contractors;
  - 79.3. minor matters for which, in the opinion of the officer, a formal warning or hearing is not necessary.

### *Warning*

80. If, in the opinion of the officer –
- 80.1. the conduct of a member, resident or a visitor ("offender") constitutes a nuisance; or
  - 80.2. the offender contravenes, breaches, disobeys or disregards any provision of these rules,
- the officer shall warn the offender or if the transgression is in the opinion of the officer of a serious nature, charge the offender.
81. If the offender is a member or resident, the officer must serve such warning on the offender personally, or by e-mail or facsimile transmission.
82. The warning notice must state the particular conduct complained of and the rule that has allegedly been contravened, and if appropriate, what steps the offender is to take to address and cure the situation, and within how many days such steps are to be taken;
83. The warning notice must state the particular conduct complained of and the rule that has allegedly been contravened.

### Penalty after Warning

84. Should a member, resident and/or visitor ("the offender") nevertheless and notwithstanding the written warning persist in that particular conduct, the officer must charge the offender;
85. All offenders who are charged shall appear before a disciplinary committee.



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86. The officer must arrange a disciplinary committee hearing and notify the offender of the date, time and place of the hearing.
  
87. At the hearing:
  - 87.1. a disciplinary committee, appointed by the chairperson of the board, shall preside;
  - 87.2. proceedings shall be tape recorded;
  - 87.3. the disciplinary committee may, if any provision contained in paragraphs 74 to 78 was not fully complied with, condone the shortcoming and proceed with the hearing provided that the offender is not prejudiced thereby;
  - 87.4. the officer shall present the facts on which he relies; and
  - 87.5. the offender shall be entitled to present his case
  - 87.6. the offender shall be entitled to legal representation only with the approval of the disciplinary committee if exceptional circumstances are present.
  
88. The disciplinary committee shall, after hearing the officer, the offender and such witnesses that either of them might have called and argument, make a finding and may make a suitable order and may in addition impose a penalty.
  
89. Should the offender fail to appear at the hearing, the disciplinary committee may proceed in the absence of either the offender and may make a suitable order and in addition impose a penalty.

Appeal against finding or penalty

90. An offender shall have the right of appeal to the board against any fine that has been imposed by the officer in terms of paragraph 74 above, or any finding or penalty that has been made or imposed by the disciplinary committee.
  
91. A notice of appeal, stating the grounds of appeal, must be lodged with the board within 14 days from the date on which the finding and/or penalty of the officer or disciplinary committee has come to the appellant's attention.
  
92. The board shall hear the appeal and the officer and offender shall be given the opportunity to present their arguments with or without legal assistance.
  
93. The board shall have the power on appeal:



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- 93.1. refer the matter back to the disciplinary committee with instructions;
- 93.2. in exceptional circumstances to hear the matter *de novo*; to confirm the findings of and penalty imposed by the disciplinary committee;
- 93.3. to set aside wholly or partially the finding of and penalty imposed by the disciplinary committee; or
- 93.4. to make a finding and to impose a penalty.

### Email Address

- 94. A member must supply the Association with his email address upon the written request of the officer or secretary of the Association. The Association may exempt a member from this obligation at the request of a member and for good reason.
- 95. Where a member or resident has supplied the Association with an e-mail address, the Association shall be entitled to send any notice, account, statement or communication to such member or resident by e-mail only and it shall be deemed that such member or resident has received the e-mail within 2 days from the date on which such notice has been sent.

### Confidentiality

- 96. The identity of a person who reports a transgression of the rules, which can be verified by the board, shall be kept confidential unless the informant agrees to waive this confidentiality.



<b>GUIDELINES</b>
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**“Annexure 10.1”**

**Building Guidelines (“Manual In Respect of the Design of Buildings”)**

1. The original and signed copy of these rules contains the complete “Manual In Respect of the Design of Buildings”.
2. In order to avoid undue prolixity, the aforesaid manual has not been included in the copies of these rules.
3. Copies of the said manual may be obtained:
  - 3.1. from the officer at a prescribed fee; or
  - 3.2. by downloading it from Association’s website ([www.atlanticbeachestate.co](http://www.atlanticbeachestate.co))



## “Annexure 10.2”

### Guidelines for Contractors

1. Only Contractors who are recognised by the officer as accredited contractors will be allowed to do work on the estate.
2. Contractors will become accredited once the contractor has:
  - 2.1. signed a written undertaking and/or builder’s code of conduct approved by the officer; and
  - 2.2. made the necessary deposits and payments to the officer.
3. Contractors may be removed from the list of accredited contractors if such contractor:
  - 3.1. becomes insolvent;
  - 3.2. renders, in the opinion of the officer, poor workmanship;  
or
  - 3.3. does not abide by:
    - 3.3.1. these rules including these guidelines;
    - 3.3.2. his written undertaking; and/or
    - 3.3.3. the builder’s code of conduct.
4. Contractors removed from the list of accredited contractors must be allowed to complete any building contract the contractor is engaged in on the estate and where such contract has not been completed.





## “Annexure 10.3”

### Election Guideline

1. Elections, as provided for in provision 17 of the MOI, shall be held to elect Directors.
2. A candidate for election as Director shall be nominated by a member in writing which nomination shall not be valid unless the candidate has duly endorsed his acceptance thereon. Nominations must be received by the board not less than fourteen (14) days before the meeting.
3. A retiring Director shall be deemed to be duly nominated and have accepted same for the purposes of paragraph 2 above unless he advises the chairperson, prior to the meeting or at the meeting, that he does not intend to stand for election.
4. The names of the persons nominated, together with a CV of those persons of not more than 1 (one) A-four page, shall be included in the written notice for the meeting at which the Director will be elected.
5. The chairperson shall, together with the notice referred to in 4 above and at the request of any candidate or retiring Director, send to members the CV, of not more than one A-4 page, of such candidates and .
6. The officer shall oversee the election process and shall ensure that the election is free and fair.
7. The officer may make and announce administrative arrangements that will be binding on candidates and voting members for that particular election.
8. The officer shall prepare and count the ballots.
9. If the persons nominated do not exceed the vacancies then the persons nominated shall be declared elected and if the number of nominations does exceed the vacancies then an election shall be held.



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10. Each member is allotted a number of votes equal to the number of candidates to be elected. A member must utilize the full complement of his votes and may not vote for more or fewer candidates. The candidates receiving the largest numbers of votes shall be elected to fill the vacancies. Should two or more candidates receive equal votes for the last vacancy, the officer shall settle on one of them by drawing lots.
11. The officer must, after the ballots are counted, announce the outcome of the election.
12. After the announcement of the outcome of the election, the officer shall call a board meeting and preside at such meeting to enable the board to elect a chairperson. The immediate previous chairperson shall not be eligible if he had held office for the two previous full annual terms.
13. Election guideline rules, including this rule, can only be amended by members passing a resolution at a general meeting.

## “Annexure 10.4”

### Guide for Letting and Selling of Property

- The Association will appoint Property Partners who will for the duration and subject to the terms of their agreement, enjoy certain marketing benefits made available by the Association, which will include, but not be limited to:
  - The right to display official Atlantic Beach Estate “FOR SALE” signage, subject to written permission by the seller.
  - The right to utilise the official Atlantic Beach Estate Property Partner Branding on their stationary and advertising material.
  - The right to promote properties on the Atlantic Beach Estate Website
  - The right to advertise one property per week in the Atlantic Beach Estate Weekly Newsletter.
  - The right to display their logos on designated Estate Advertising material.
  - The right to meet with Estate Management once a month to discuss market conditions or marketing opportunities.
  - The right to utilise the estate’s pre-approved marketing templates, including editorials and images for advertising purposes.
  
- The Property Partners will for the duration and subject to the terms of their agreement, pay to the Association a commission fee equivalent to 1% (excl. VAT) of the sales value of houses sold by the respective estate agencies.
  
- Property Partners may only utilise branding provided by the Association in respect of logos, images etc.
  
- No agents, other than the Property Partners, will be allowed to utilise official estate marketing materials and logos.
  
- Properties may only be viewed by appointment, no show houses are allowed.
  
- The registered owner remains responsible for the property until transfer to the new owner.

## “Annexure 10.5”

### Guidelines for Lights

#### Guideline In Respect Of Lights

In pursuance of the objective to create a neat, safe and pleasant environment for plants, insects, birds, animals and residents on the estate, the furtherance of a good lighting environment is essential. This guideline is therefore intended to assist in establishing a good lighting policy. Good lighting practice can provide adequate light for safety and utility without causing excessive glare

Residents are requested to balance night-time safety and security against the needs of many residents who desire a more pristine, restful and dark night time environment.

Lights must conform to directives contained in the building guidelines and residents are in addition requested to co-operate in a mutual resolve to eliminate light contamination or light pollution. A resident shall therefore not cause, in the opinion of the officer, the emanation of:

1. any spill light or stray light;
2. any obtrusive light (light that has a deleterious or detrimental effect on plants, insects, birds, animals or residents on the estate)
3. any light that:
  - 3.1. degrades the night time visual environment by the production of unsightly or unpleasant glare;
  - 3.2. the unnecessary waste of energy and resources in the production of too much light or wasted light;
  - 3.3. illuminates an area in such a manner that it interferes in the use or enjoyment of property by neighbours or other residents;
  - 3.4. causes discomfort to other residents without creating a tangible benefit to offset such discomfort.
  - 3.5. interferes with the ambiance associated with the estate.



## “Annexure 10.6”

### Guidelines for Lockouts of Residents

1. A member shall take reasonable steps to ensure that all residents connected to or associated with him or his erf:
  - 1.1. are adequately informed with regard to the content of the rules; and
  - 1.2. comply with the rules.
  
2. A member shall inform the officer of:
  - 2.1. the details of all residents connected to or associated with him or his erf and who have his permission to enter the estate;
  - 2.2. the end date of any lease that he has entered into with any tenant;
  - 2.3. the details of any person he wants to be locked out.
  
3. The officer shall automatically lockout a tenant whose lease period has expired.
  
4. Should a member instruct the officer to cancel a tag and/or to lockout a resident, the officer shall be obliged to do so provided that:
  - 4.1. if the locked out resident provides the officer with an affidavit in which he states that he is a tenant and sets out reasons why he should not be locked out, the officer shall:
    - 4.1.1. allow the tenant access to the estate;
    - 4.1.2. inform the member that he has not locked out the tenant;
    - 4.1.3. suggest to the member to consider obtaining an eviction order;
    - 4.1.4. upon receipt of an eviction order authorised by a competent court, lockout the resident
  - 4.2. if the locked out resident provides the officer with an affidavit in which he states that he is not a tenant and sets out reasons why he should not be locked out, the officer shall, unless the reasons given by the resident are in his opinion trivial:
    - 4.2.1. grant the resident not more than 5 days grace to obtain a court order from a competent court to prevent him from being locked out;
    - 4.2.2. inform the member that the resident is not prepared to be locked out and is seeking a court order;



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4.2.3. lockout the resident after the grace period has elapsed, unless a court order orders him not to lockout.

5. A member who instructs the officer to cancel a tag and to lockout does so on the strict accord that his instructions do automatically include his:

5.1. warranty (in favour of the Association) that he is entitled to lockout the resident and;

5.2. indemnity (in favour of the Association) in respect of all claims for damages and/or legal costs the officer or Association may incur as a result of a lockout that he has requested.

## Annexure 10.7

### Guidelines for Plants

1. Every resident:
  - 1.1. is permitted to plant any plant, indigenous or alien, in a pot provided that care is taken to prevent seeds of an alien plant from falling on ground;
  - 1.2. is permitted to plant only indigenous plants to the area or approved plants in the ground; and
  - 1.3. shall keep the ground of his erf free of alien plants.
  
2. The following plants are recognised as plants indigenous to the area **or** have been approved:

#### *Restios*

Chondropetalum tectoum*	-	Thatching Reed*
Thamnochortus insignis		
Thamnochortus specigerus*	-	Dune Weed

#### *Trees*

Cassine peragua	-	Cape Saffron
Ekebergia capensis	-	Cape Ash
Halleria lucida	-	Tree Fuchsia
Maurocena frangularia	-	Hottentot's Cherry
Mimusops caffra	-	Coastal Red Milkwood
Nuxia floribunda	-	forest Elder
Olea europaea subsp. Africana*	-	Wild Olive
Pterocelastrus tricuspidatus	-	Candlewood
Rhus chirindensis	-	Red Current
Sideroxylon inerme*	-	Milkwood
Tarconanthus camphorates	-	Wild Camphoor Bush
Sysigium cordatum	-	Water Berry

#### *Shrubs*

Adenandra villosa	-	Sheperd's Delight
Agathosma imbricata		
Agathosma thymifolia		
Anisodonteia scabrosa	-	Hairy Mallow
Barleria obtuse*	-	Bush Violet
Buddleja salviifolia	-	Sage Wood
Brabejum stellatifolium	-	Wild Almond
Bauhinia galpinii	-	Pride of De Kaap
Carissa macrocarpa	-	Natal Plum
Coleonema alba / pulchellum	-	Klipboegoe / Konfettibos
Chrysanthemoides monilifera*	-	Bietou
Chrysanthemoides incana*		
Cyclopia genistoides	-	Honey Tea





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Dodonaea viscosa	-	Sand Olive
Elytopappus rhinocerotis	-	Rhenoster Bush
Eriocephalus africanus	-	Wild Rosemary
Euclea capensis*		
Euclea racemosa*	-	Seeghwarrie
Euryops pectinatus / Virgineus	-	Grey Leafed Euryops / River
Resin Bush		
Hellumuthia membranacea	-	Knop Bessie
Hemizygia obermeyerii	-	Hemizygia
Indigofera incana*	-	Pienk Lewertjie
Indigofera cinokucata*	-	Silver Lewertjie
Lebeckia cytisoides*	-	Wild Broom
Lycium ferocissimum*	-	Honey-Thorn
Maytenus heterophylla	-	Common Spike Thorn
Metalasia muricata*	-	Blombos
Myrica quercifolia	-	Waxberry Bush
Myrica cordifolia*	-	Waxberry
Nylandtia spinosa	-	Tortoise Berry
Orthosiphon spp.	-	Orthosiphon
Perlagonium gibbosum*	-	Dikbeen Malva
Phyllica cephalanta	-	Hard Leaf Bush
Plectranthus spp.		
Plumbago auriculata /		
Auriculata alba*	-	Blue Plumbago / White Plumbago
Polygala myrtifolia	-	September Bush
Podalyria capprata	-	Water Blossom Pea
Putterlickia pyracantha*	-	False Spike Thorn
Rhus spp.		
Rhus crenata*	-	Dune Crowberry
Rhus glauca	-	Blue Kuni-bush
Rhus laevigata*	-	Dune Currant
Senecio halimifolius	-	Takakbos
Salvia africana-caerulea	-	Blue sage
Salvia africana-luutea	-	Golden Sage
Salvia dolomitica	-	Woolly Leafed Sage
Salvia chamelaeagnea	-	Light Blue Sage
Salvia lanceolata*	-	Red Sage
Solanum guineense*		
Strelitzia reginae	-	Bird of Paradise
Sutherlandia frutescens*	-	Cancer Bush
Tecomaria capensis	-	Cape Honeysuckle
Tetragonia Fruticosa*	-	Kinkelbossie
Zygophyllum flexuosom	-	Spekbos
Zygophyllum morgsana*	-	Tortoise Bush: Slaibos
<i>Herbaceous Perennials</i>		
Arthanasia parvifolia	-	Coulter Bush
Eriocephalus africanus*	-	Wild Rosemary
Felicia amelloides	-	Blue Marguerite
Leonotis leonurus *	-	Wild Dagga



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Lobelia alata		
Hermannia pinnata		
Metalasia muricata*	-	Blombos
Monopsis lutea*	-	Yellow Lobelia
Orphium frutescens	-	Sticky Flower
Perlagonium capitatum*	-	Rose Geranium
Plecostachys serpyllifolia		
Scabiosa incisa		
Stachys aethiopica		
<i>Bulbous Plants</i>		
Asparagus rubicundus*	-	Swart Haakdoring
Asparagus capensis*	-	Katdoring
Agapanthus spp.	-	Blue Lilies
Aristea major	-	Tall Aristea
Amaryllus bella-donna	-	March Lily
Bulbinella floribunda	-	Cat's Tail
Babiana stricta	-	Babiana
Chasmanthe aethiopica		
Clivia miniata	-	Fire Lily
Crinum moorei	-	Cape Coast Lily
Crocasmia spp.		
Dietes grandiflora	-	Large Wild Iris
Dietes bicolour	-	Yellow Wild Iris
Dierama pendulum	-	Zuurberg Harebell
Gladiolus carinatus	-	Mauve Afrikaner
Lachenalia aloides	-	Golden Lachenalia
Ornithogalum thyrsoides	-	Chinkerinchee
Oxalis spp.		
Tulbaghia violaceae	-	Purple Wild Garlic
Veltheimia capensis	-	Blue-Green Forest Lily
Watsonia marginata		
Zantedeschia aethiopica	-	Wild Arum Lily
<i>Succulents</i>		
Carpobrotus spp.		
Carpobrotus acnaciformis*	-	Elands Vy
Cotyledon orbiculata*	-	Pig's Ear
Drosanthemum spp.	-	Dew Flowers
Euphorbia mauritanica*	-	Yellow Milkbush
Jordaaneille dubia	-	Vygie
Lampranthus spp.	-	Vygies
Othonna arborescens*	-	Bobbejaankool
Ruschia macowanii*	-	Macowan's Ruschia
Scenio aloides*	-	Groot Dikblaar
Tylecodon paniculatus*	-	Butter Tree
Zygophyllum sessifolium*	-	Wit Spekbos
Zygophyllum flexuosum*	-	Spekbos
<i>Annuals</i>		
Arctotis sp.*		
Cotula turbinata	-	Goose Daisy



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Dimorphoteca sinuate	-	Namaqualand daisy
Dorotheanthus bellidiformis	-	Bokbaai Vygie
Nemesia sp.		
Senecio sp.		
<i>Ground Covers</i>		
Asparagus densiflorus	-	Emerald Fern
Arctotis spp.		
Arctotis stoechadfolia*	-	Trailing Arctotis
Arctotheca populifolia*	-	See Pampoen
Barleria repens		
Crassula multicava	-	Fairy Crassula
Dymondia margaretae		
Gazania rigida*	-	Rooi Gousblom
Gazania maritime*	-	Kaapse Rooi Gousblom
Geranium incanum	-	Carpet Geranium
Grielum grandiflorum*	-	Duiker Wortel
Helichrysum petiolare	-	Curry Bush
Helichrysum argyrophyllum	-	Golden Guinea Everlasting
Limonium perigrinum	-	Sea Lavendar
Pelargonium peltatum	-	Ivy-Leafed Pelargonium
Pelargonium spp.		
Plectranthus spp.		
Sutera cordata		
<i>Climbers</i>		
Cissampelos capensis*	-	Davidjies
Kedorostis nan*	-	Ystervarkpatat
Microlama sagittatum*	-	Bokhoring
Rhoicissus tomentosa	-	Forest Grape
Senecio tamoides*	-	Canary Creeper
Thunbergia alata	-	Black-Eyed Susan

Please also refer to the Approved Plant List on the Association's website ([www.atlanticbeachestate.co/important-docs/](http://www.atlanticbeachestate.co/important-docs/))



## “Annexure 10.8”

### Guideline: Powers of Directors

1. **Definitions:** In this guideline
  - 1.1. “**Encumbers**” means to bond or grant a servitude or curtail the Association’s rights.
  - 1.2. “**Important Contract**” means any contract in terms of which:
    - 1.2.1. the board disposes or encumbers any of the Association’s immovable property or;
    - 1.2.2. the Association is bound, with any option period included, for a period exceeding 3 years, or;
    - 1.2.3. the commitment or obligation incurred by the Association, excluding contracts entered into with security, exceed an aggregate of 15% of the Association’s annual gross levy income or;
    - 1.2.4. the commitment or obligation incurred by the Association in regard to security, exceeds an aggregate of 35% of the Association’s annual gross levy income.
2. Notwithstanding the wide powers vesting in the board in terms of provision 18 of the MOI, the board shall act with circumspection when it contracts on behalf of the Association. The board shall not enter into any
  - 2.1. important contract or;
  - 2.2. contract where there is the likely hood that a significant number of member may oppose it;without first obtaining a resolution of members at a general meeting.
3. Any contract referred to in 2 above entered into without:
  - 3.1. first having obtained a resolution from the members or;
  - 3.2. a suspensive clause stating that the contract is subject to the approval of the Association shall be void at the instance of the Association.
3. The provisions of this guideline (including this provision) can only be amended by members passing a resolution at a general meeting.



## “Annexure 10.9”

### Guidelines for Leisure Centre

#### LEISURE CENTRE GUIDELINES

##### Leisure Centre Rules

1. The practice facility is for the exclusive use of the residents and members of the Golf Club. Practice balls are available from the Leisure Centre Reception
2. Children under the age of 15 must be supervised when visiting the Leisure Centre
3. Children under the age of 15 must have adult supervision around the swimming pool area
4. Children under the age of 15 are not allowed to use the Fitness Centre (gym) without parental supervision.
5. The Fitness Centre (gym) is strictly for residents use only
6. Suitable shoes and clothing are required for the use of the Tennis Courts and the Fitness Centre (gym)
7. Homeowners guests are welcome to use the Leisure Centre facilities (excluding fitness centre) at no cost, but has to be accompanied by the resident
8. Residents must inform the Leisure Centre Team of any guests wishing to use the Leisure Centre facilities (accompanied by the resident), prior to their arrival
9. Members must provide their own towels for swimming, shower and gym usage
10. anybody found vandalizing Leisure Centre equipment or property will be asked to leave the premises
11. No pets are allowed at the Leisure Centre
12. No **ALCOHOL** is allowed to be brought into the Leisure Centre by members or their guests
13. No smoking is allowed in and around the pool area, except for allocated smoking areas
14. In order to make use of the outdoor braai facility at the Leisure Centre, a booking must be made prior to arriving
15. Operating hours are:

MONDAY to FRIDAY: 6:00am to 8:00pm

SATURDAY/SUNDAY: 7:00am to 8:00pm

**Any person who does not adhere to these guidelines will be asked to leave the facility or will be escorted off the premises by security.**



## “Annexure 10.10”

### Guidelines for Refuse Removal

1. Refuse removal is done by the local authority.
2. The current collection day is every Tuesday from 07h00.
3. Refuse must be placed in wheeled type bins obtainable from the local authority; otherwise the local authority may refuse to collect the refuse.
4. Garden refuse removal:
  - 4.1. shall be done by the Association;
  - 4.2. will be collected on Monday mornings provided that:
    - 4.2.1. the refuse is placed in green plastic bags; and
    - 4.2.2. the green plastic bags are left at the collection area (verge) on the erf.
5. All information regarding the green plastic bags can be obtained from the officer.



## “Annexure 10.11”

### Guidelines for Security

1. An appeal is made to members, residents and visitors to comply with all reasonable requests made by the officer and security personnel to ensure that good security measures remain in place and are adhered to.
2. Visitors and/or contractors will not be permitted entrance to the estate without the confirmation of a member, resident or the officer, and will only be permitted to enter the estate through the main gate.
3. Only persons authorised by members or residents may be registered on the biometric access control system.
4. Only members whose fingerprints don't register on the biometric system will be issued proximity tags.
5. Lost tags must be reported to the officer immediately.
6. The operating hours of the main gate and clubhouse entrance are 24 hours every day.
7. Operating hours of Beach Gate are:  
06h00 to 23h00 daily and only for the use of members, residents and workers.
8. A contractor may only work on the estate:
  - 8.1. on weekdays from 7:00 to 18:00;
  - 8.2. on Saturdays from 7:00 to 14h00; and
  - 8.3. on Sundays and Public Holidays; if
    - 8.3.1. it is an emergency and he has come onto the estate for a duration of less than 3 hours; and
    - 8.3.2. he has the written approval of the officer.
9. Heavy goods vehicles are only permitted on the estate during the following periods:
  - 9.1 06h00 to 17h00 (Mondays to Fridays); and
  - 9.2 08h00 to 14h00 (Saturdays).





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10. No articulated vehicles or interlinks, shall be permitted on the estate.
  
11. The board shall be entitled to introduce an access control system (including a biometric security system). Entrance seekers (residents, contractors, visitors, household staff and gardeners) shall have automatic entry to the estate at designated entrance gates if enrolled. Entrance seekers not enrolled must comply with the procedures and instructions prescribed by the officer to gain entry to the estate. Such procedures and instructions shall be in writing and posted on the Association's website.



## “Annexure 10.12”

### Guideline on Vacant Erven

1. In terms of provision 7 of the MOI, the following additional levies are imposed and in this guideline the following words shall have the following meaning:
  - 1.1. vacant erf means an erf where no operations to build a house has commenced or an erf where building operations have commenced but a certificate of occupancy has not been issued after a period of 12 months from the date of the commencement of building operations;
  - 1.2. vacant period means the period during which an erf was vacant. It will be deemed that a erf was vacant for the period commencing on the transfer date (the date the erf was for the first time transferred by the developer into the name of a purchaser) and ending on the date the occupancy certificate was issued, less the months the building operations were in progress or 12 months, whichever is the lesser.
2. Additional levies shall be raised against a member. The additional levy shall be charged in addition to the prevailing levy. The additional levy shall be calculated in respect of the vacant period in accordance with table “B” below. In terms of the original rules, Table “A” was to have become effective from 1 July 2008, but the Board has resolved to refrain from implementing the more onerous additional levy rates provided for in Table “A” and to retain the additional levy rates set out in Table “B” until further notice.



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**TABLE “A”**

<b>Vacant Period</b>	<b>Additional levy</b>
Each month in year 1	Nil
Each month in year 2	Nil
Each month in year 3	prevailing levy
Each month in year 4	prevailing levy x 2
Each month in year 5	prevailing levy x 5
Each month in year 6	prevailing levy x 6
Each month in year 7	prevailing levy x 7
Each month in year 8	prevailing levy x 8
Each month in year 9	prevailing levy x 9
Each month in year 10	prevailing levy x 10
Each month in year 11	prevailing levy x 11
Each month in year 12	prevailing levy x 12
Thereafter each month	prevailing levy x 12

**TABLE “B”**

<b>Vacant Period</b>	<b>Additional levy</b>
Each month in year 1	Nil
Each month in year 2	Nil
Each month in year 3	prevailing levy
Each month in year 4	prevailing levy x 2
Each month in year 5	prevailing levy x 2.5
Each month in year 6	prevailing levy x 3
Each month in year 7	prevailing levy x 3.5
Each month in year 8	prevailing levy x 4
Each month in year 9	prevailing levy x 4.5
Each month in year 10	prevailing levy x 5
Each month in year 11	prevailing levy x 5.5
Each month in year 12	prevailing levy x 6
Thereafter each month	prevailing levy x 6.5



## “Annexure 10.13”

### Guidelines for Employees

1. Any applicant who intends to work on the estate must before entering the estate apply to become registered:
  - 1.1. The application process shall be as prescribed by the officer; and
  - 1.2. Applications for registration shall be received at the main gate during normal office hours.
2. The officer may, for good reason:
  - 2.1. refuse to register an applicant as an employee; or
  - 2.2. withdraw the registration of any employee.
3. Every employee shall be issued with a permit and shall be obliged to show such permit to the officer or any security officer when so requested.



**“Annexure 10.14”**

**Guidelines for Parks and Play Areas**

**PARKS AND PLAY AREAS**

1. Parks and play areas may only be used between the hours of 06h00 and 21h00
2. Parks and play areas must be kept clean of litter
3. No parties or get-togethers are to be held in the parks or play areas without the consent of the officer.



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“Annexure 11”

Code of Conduct of Directors

Good Faith

1. A Director must:
  - 1.1. perform the functions of office in good faith and in an honest and transparent manner; and
  - 1.2. at all times act in the best interests of the Association and in such a way that the credibility and integrity of the Association are not compromised.
  - 1.3. act with care and diligence;
  - 1.4. conduct the Association's affairs honestly and in the interest of the Association

Attendance at Director Meetings

2. A Director must attend each meeting of the Directors and of a committee of which that Director is a member, except when:
  - 2.1. leave of absence is granted;
  - 2.2. an apology for not attending is made and accepted by the other Directors; or
  - 2.3. that Director is required in terms of this code to withdraw and recuse him.

Disclosure of Interests

3. A Director must:
  - 3.1. disclose to the board any direct or indirect personal or private business interest that that Director, or any spouse, partner or business associate of that Director may have in any matter before the board; and
  - 3.2. withdraw from the proceedings of the board when that matter is considered by the board, unless the board decides that the Director's direct or indirect interest in the matter is trivial or irrelevant.
4. A Director who, or whose spouse, partner, business associate or close family member, acquired or stands to acquire any direct benefit from a contract concluded with the Association, must disclose full particulars of the benefit of which the Director is



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aware at the first meeting of the board at which it is possible for the Director to make the disclosure.

5. This section does not apply to an interest or benefit which a Director, or a spouse, partner, business associate or close family member, has or acquires in common with other members.

### Conflict of Interests

6. A Director must:
  - 6.1. recuse himself from all deliberations and voting at a board meeting if a conflict of interests exist;
  - 6.2. avoid major conflict of interests, which will be deemed to exist when:
    - 6.2.1. litigation between the Association and such Director, or litigation between the Association and any juristic person in which such Director has a substantial interest, is instituted; or
    - 6.2.2. such Director, or any juristic person in which such Director has a substantial interest, refuses to disclose or produce any document, deed, contract, legal opinion or letter relating to any matter the board:
      - 6.2.2.1. has to deal with in the board's ordinary course of business; or
      - 6.2.2.2. desires to peruse for the reason that such perusal may assist the board to establish the Association's legal rights, contractual obligations and litigation prospects.
7. The board must, if in its opinion a major conflict of interest exists, request the Director who is burdened by such major conflict of interests, to resign.
8. The board must, if any Director is requested to resign in terms of the preceding paragraph and refuses to do so, bring an application for his removal as Director in terms of *Companies Act, 2008*.

### Personal Gain

9. A Director may not use the position or privileges of a Director, or confidential information obtained as a Director, for private gain or to improperly benefit another person.
10. Except with the prior consent of the board, a Director may not:
  - 10.1. be a party to or beneficiary under a contract for -
    - 10.1.1. the provision of goods or services to the Association; or





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- 10.1.2. the performance of any work otherwise than as a Director for the Association;
- 10.2. obtain a financial interest in any business of the Association; or
- 10.3. for a fee or other consideration appear on behalf of any other person before the board or promote the cause of another person before the board.

### Payment for Work

11. A Director may receive remuneration in respect of his duties as provided for in provision 20 or the Association's MOI but may not accept payment for any other service rendered or work done unless -
  - 11.1. the board has given its consent;
  - 11.2. payment is limited to actual expenses incurred by the Director.

### Rewards, Gifts and Favours

12. A Director may not request, solicit or accept any reward, gift or favour for:
  - 12.1. voting or not voting in a particular manner on any matter before the board;
  - 12.2. persuading the board in regard to the exercise of any power, function or duty;
  - 12.3. making a representation to the board or any committee of the board; or
  - 12.4. disclosing privileged or confidential information.

### Unauthorised Disclosure of Information

13. A Director may not without the prior permission of the board disclose any privileged or confidential information of the board to any person.
14. For the purpose of this item "privileged or confidential information" includes any information:
  - 14.1. determined by the board or committee to be privileged or confidential;
  - 14.2. discussed in closed session by the board;
  - 14.3. disclosure of which would violate a person's right to privacy; or



14.4. declared to be privileged, confidential or secret in terms of law.

### **Transgressions**

15. A Director who transgresses any provision in this code may be removed from office.
16. Proceedings for the removal of the Director may be commenced by the board or any member in accordance with the provision of the *Companies Act, 2008*.

### **Amendment of Code**

17. The provisions of this code, including this rule, can only be amended by members passing a resolution at a general meeting.



## **“Annexure 12”**

The golf course is strictly under the control and management of Atlantic Beach Management (Pty) Ltd and the Association has no jurisdiction in any matter pertaining to the golf matters.

### *Golf Course Rules and General Guidelines*

#### **LOCAL RULES**

*(As approved by the WPGU. All other Local Rules displayed on the score card are hereby cancelled)*

#### **OUT OF BOUNDS**

A ball is out of bounds if it comes to rest beyond the white stakes defining the boundary of the course or beyond the black security fence to the right of holes 5, 6, 12, 13, 14, 15 and 16.

**Note:** Entry to retrieve golf balls from private residences or beyond the Out of Bounds Markers is prohibited. Any player entering these areas could face disciplinary action by the golf club.

#### **LATERAL WATER HAZARDS**

- a) Lateral Water Hazards are identified by red stakes or lines.
- b) Lateral Water Hazards defined as an Environmentally Sensitive Area (ESA) are identified by green stakes. Entry into and/or play from the ESA is prohibited. If it is known or virtually certain that a ball is in an ESA, the player must, under penalty of one stroke, proceed under Rule 26-1.

**Note:** If a ball, dropped in accordance with Rule 26 rolls into a position where the ESA interferes with the player's stance or the area of his intended swing, the player must take relief as follows: If the ball lies through the green, the point on the course nearest to where the ball lies must be determined that (a) is not nearer the hole, (b) avoids interference by the ESA and (c) is not in a hazard or on a putting green.

**PENALTY FOR BREACH OF LOCAL RULE:** Match Play: Loss of Hole; Stroke Play: Two Strokes

In the case of a serious breach of this Local Rule the Committee may impose a penalty of disqualification.

(Specimen Local Rule Appendix I Part B 2 applies – see Page 124 in Rules of Golf)

Any player entering these areas could face disciplinary action by the golf club.

When the margin of a water hazard is defined by stakes, the stakes are inside the hazard and the margin of the hazard is defined by the nearest outside points (course side) of the stakes at ground level. A ball is in the Lateral Water Hazard when it lies in or if any part of it touches the lateral water hazard. The margin of the hazard extends vertically upwards and downwards.



### **DROP ZONE: 11<sup>TH</sup> HOLE**

On Hole 11, any ball crossing the margin of the hazard right of the first green/white pole on the mound, must be dropped on the line of entry into the hazard (2 club lengths/penalty:1 shot). Any ball starting out left of the first black/white pole on the mound and entering the hazard before the second green/white pole further on, must be dropped in the “Drop Zone” past the mound (Penalty: 1 shot).

### **GROUND UNDER REPAIR**

- a) All areas marked with G.U.R. signs and/or marked by white paint.
- b) Springbok hoof prints on the green. However, interference by such hoof prints with the player's stance is deemed not to be, of itself, interference under Rule 25-1. If the ball lies in or touches the hoof prints or the hoof prints interfere with the area of intended swing or line of putt, relief is available under Rule 25-1.
- c) The grooves around the fringes of the putting greens are ground under repair. However, interference by a groove with the player's stance is deemed not to be, of itself, interference under Rule 25-1. If the ball lies in or touches the groove or the groove interferes with the area of intended swing, relief is available under Rule 25-1.

### **IMMOVABLE OBSTRUCTIONS**

All green hazard stakes are deemed to be immovable.

### **STONES IN BUNKERS**

Stones in bunkers are movable obstructions.

### **EMBEDDED BALL**

Through the green, a ball that is embedded in its own pitch-mark in the ground may be lifted without penalty, cleaned and dropped as near as possible to where it lay but not nearer the hole. The ball when dropped must first strike a part of the course through the green. Exception: a player may not obtain relief under this local rule if the ball is embedded in sand in an area that is not closely mown or if interference by anything other than the condition covered by this local rule makes the stroke clearly impracticable. (Specimen Local Rule Appendix I Part B 4a applies – see Page 127 in Rules of Golf)

### **WASTE AREAS**

The shell covered ground on holes 1, 2, 3, 5, 6, 10, 11 and 18 are waste areas. (Player may ground his club and remove loose impediments)

### **INTEGRAL PARTS OF THE COURSE**

- a) All gardens
- b) Artificial bunker walls

### **DISTANCE MEASURING DEVICES:**

A player may obtain distance information by using a device that measures distance only. If, during a stipulated round, a player uses a distance-measuring device that is designed to gauge or measure other conditions that might affect play (e.g. gradient, wind speed, temperature etc.), the player is in breach of Rule 14-3, for which the penalty is



disqualification, regardless of whether any such additional function is actually used. Refer Appendix IV 5 in the Rules of Golf – see Page 162.

## **TOURNAMENT CONDITION**

### **CADDIE**

A player is prohibited from using a caddie during the stipulated round.

#### **PENALTY FOR BREACH OF CONDITION:**

Match play – At the conclusion of the hole at which the breach is discovered, the state of the match is adjusted by deducting one hole for each hole at which a breach occurred; maximum deduction per round – Two holes.

Stroke play – Two strokes for each hole at which any breach occurred; maximum penalty per round – Four strokes (two strokes at each of the first two holes at which any breach occurred).

Match play or stroke play – If a breach is discovered between the play of two holes, it is deemed to have been discovered during play of the next hole, and the penalty must be applied accordingly.

Bogey and par competitions – See Note 1 to Rule 32-1a.

Stableford competitions – See Note 1 to Rule 32-1b.

\*A player having a caddie in breach of this condition must immediately upon discovery that a breach has occurred ensure that he conforms with this condition for the remainder of the stipulated round. Otherwise, the player is disqualified.”

In addition players in breach of this condition could face disciplinary action by the club.

Club Manager

Atlantic Beach Golf Club

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### **Certificate**

These rules were adopted by the Association's Board of Directors on Wednesday 19 June 2013.

Certified as true and correct.



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ATLANTIC BEACH HOMEOWNERS ASSOCIATION NPC

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