

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 workers 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, workers 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.

Interpretation

4. In the interpretation of these rules, unless the context otherwise indicates:
 - 4.1. Association means Atlantic Beach Homeowners Association Limited (registration no 1999/00213/08), an Association incorporated as a company limited by guarantee in terms of section 21 of the Companies Act, No 71 of 1963;
 - 4.2. articles means the memorandum and articles of Association of the Association, as amended from time to time;
 - 4.3. building means all the buildings on an erf, including a house, garage, carport, domestic worker's quarters and other immovable structures
 - 4.4. board means the Association's board of trustees;
 - 4.5. chairperson means the chairperson of the board elected in terms of article 14.5 of the articles;
 - 4.6. collar disc means a collar disc or microchip for a cat or a dog containing a number through which the officer can trace the owner of the animal.
 - 4.7. 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;
 - 4.8. 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;
 - 4.9. 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;
 - 4.10. debt means any levy, fine, damages, penalty or any other amount owed to the Association;
 - 4.11. estate means the total security fenced area including the road reserves, sidewalks, parks, leisure areas and erven, known as the Atlantic Beach Golf 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 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 regular letting of a house, or portions thereof, for periods of seven 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. offender means a person charged with a contravention of any of these rules;
- 4.22. 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.¹
- 4.23. open space means the golf course, road reserve (including sidewalks) and parks on the estate;
- 4.24. owner means a person, including a juristic person, who is the registered owner of an erf;
- 4.25. 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 or such other amount as prescribed by the board from time to time;
- 4.26. 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 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).
- 4.27. resident means the occupier of a house, including an owner, tenant, lodger or holiday maker;
- 4.28. strictly liable means the liability and responsibility of an owner to make payment irrespective of own fault (i.e. intention or negligence);

¹ The trustees have appointed Mr Markus Savage (tel 0215530590/1) as officer on 1 October 2008.

- 4.29. tag means a security tag or program with which automatic entrance is gained through the security gates of the estate;
- 4.30. trustee means an elected or appointed trustee of the Association;
- 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 worker;
- 4.33. worker means a person registered by the officer in terms of “**Annexure 10.10**” as a worker (domestic, garden or general) and employed by a resident; and
- 4.34. written consent means a certificate, signed by the chairperson or secretary of the board, containing the board’s resolution in terms of which the necessary permission is granted and which resolution was supported by at least four trustees.
- 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 on the estate:
- 5.1. the local authority’s by-laws;
- 5.2. the provisions of the Articles;
- 5.3. these rules; and
- 5.4. the guidelines.
6. The Code of Conduct shall be binding on the trustees.

Memorandum and Articles of Association

7. Attention is drawn to the following provisions contained in the Articles:
- 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;
- 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;
- 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 article 11.1 and its general powers in terms of article 17.1 but subject to entrenched clauses in respect of the Code of Conduct.
- 7.4.2. the members at meetings by a majority resolution, in terms of article 11.8.

Amendment Of Rules

8. These rules may be added to or amended as provided for in 7.4 above or by 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:
- 8.1. accompany the notice of a meeting sent to members as provided for in article 20 of the Articles; or
- 8.2. be sent by the proposer to all members at least 14 (fourteen) days before the meeting.

Guidelines, Code and Golf Club Rules

9. Guidelines in respect of
 - 9.1. buildings (“Manual In Respect Of The Design Of Buildings”);
 - 9.2. contractors;
 - 9.3. elections;
 - 9.4. letting and selling; (This guideline will be included at a later stage)
 - 9.5. lights
 - 9.6. lockouts;
 - 9.7. plants;
 - 9.8. post;
 - 9.9. powers of trustees
 - 9.10. recreational building (leisure centre);
 - 9.11. refuse removal;
 - 9.12. security;
 - 9.13. vacant ~~erven~~; and
 - 9.14. workers;
 are annexed hereto, marked “**Annexure 10.1**” to “**Annexure 10.14**” respectively.
10. The Code of Conduct applicable to trustees is annexed hereto, marked “**Annexure 11**”.
11. 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

12. These rules and guidelines apply to and are binding upon members, residents and visitors.
13. 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 Articles.
14. The officer shall ensure that any person to whom he has delegated authority and/or responsibility carries out such authority and delegated tasks diligently.
15. The trustees shall be bound by and shall adhere to the provisions of the Code of Conduct.

Responsibility And Liability Of Owners

16. A member shall take reasonable steps to ensure that a resident on and/or a visitor to his erf -
 - 16.1. is adequately informed with regard to the content of the rules; and
 - 16.2. complies with the rules.
17. 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.
18. The board may agree, without waiving its claim against a member, to recover damages or penalties or other amount from a resident or a visitor, provided that the member –
 - 18.1. requires the board to do so in writing;
 - 18.2. indemnifies the Association and the board against any legal costs that may be incurred in the recovery of damages or penalties or other amounts from that resident or visitor; and
 - 18.3. deposits sufficient funds with the board to cover their legal costs.

Relaxation Of Rules

19. 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 -
 - 19.1. be in writing; and
 - 19.2. subject to such conditions; and/or
 - 19.3. such period as the officer may specify
20. The granting of such consent:
 - 20.1. may be withdrawn at any time by the officer; and
 - 20.2. shall be ratified by the board at the first trustee meeting following the consent, otherwise the consent shall automatically lapse.
21. Any consent ratified by the board in terms of 20.2 above :
 - 21.1. may be withdrawn by the board at any time; and
 - 21.2. shall be reported by the board to members at the first general meeting following the granting of the consent.
22. Members may, at the meeting referred to in 21.2, withdraw the consent by majority resolution.
23. 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

24. 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.
25. Levies shall:
 - 25.1. be due and payable in advance on the first day of each month;
 - 25.2. be regarded as being in arrears if not paid on or before the seventh day of each month; and
 - 25.3. if in arrears, bear compound interest, calculated from the due date to the date of payment, at prime rate plus 2 percent.
26. 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 in the same manner as a levy.
27. 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.

Usage And Restrictions

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

- 31.1. houses shall be used for residential purposes only;
- 31.2. the making, creation or manufacturing of any article for gain on a residential erf with woodwork machines or high waste output is not permitted;
- 31.3. not more than one person shall live in a domestic worker's quarter;
- 31.4. a garage shall not be used as a habitable room;
- 31.5. 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;
- 31.6. a person shall not -
 - 31.6.1. hold a sale, auction or exhibition;
 - 31.6.2. build or erect a sign, notice, billboard, flagpole or advertisement that is not required by law and is visible; or
 - 31.6.3. slaughter any animal, reptile or bird on the estate

Neatness, Appearance, Cleanliness And Safety

- 32. Every member and resident shall be responsible for:
 - 32.1. keeping his erf in a clean, hygienic, sanitary, neat and attractive condition;
 - 32.2. 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;
 - 32.3. keeping his buildings in good order and repair; and
 - 32.4. ensuring that garage doors are not left open unattended.
- 33. 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.
- 34. No dangerous, inflammable or explosive material or substances not normally used in households or garages shall be brought onto any erf.

Refuse

- 35. 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.
- 36. The board may by means of written directives advise and prescribe -
 - 36.1. what the arrangement with the local authority is regarding when and where refuse may be placed prior to the collection thereof;
 - 36.2. the type of receptacle or bag into which refuse is to be placed for collection; and/or
 - 36.3. other arrangements with regard to refuse collection and the removal of receptacles.

Pets

- 37. Every member and resident shall not, without written consent, keep on an erf:
 - 37.1. any bird or animal other than domestic birds, dogs and/or cats;
 - 37.2. more than two dogs;
 - 37.3. more than two cats;
 - 37.4. more than two birds; and/or
 - 37.5. a reptile.
- 38. A dog on the estate must:
 - 38.1. be kept in enclosed areas; and
 - 38.2. not roam freely, but be held on a leash and under effective personal control when entering open space areas.
- 39. A roaming dog:
 - 39.1. without a collar disc or micro chip may be impounded without any enquiry; and
 - 39.2. with a collar disc or micro chip, may only be impounded if the owner cannot be found.

- 39.3. who has been impounded will only be released on full payment of the impounding fee.
40. To protect birdlife on the estate a cat must not roam freely without wearing a collar disc and a bell.
41. A roaming cat without a collar disc and a bell may be impounded without any enquiry.
42. The officer shall, at the request of a member or resident (as the case may be), issue him with:
- 42.1. a collar disc for a dog;
- 42.2. a collar disc and bell for a cat.
43. Pets must not constitute:
- 43.1. a nuisance as defined by the by laws of the local authority;
- 43.2. any inconvenience; or
- 43.3. any health risk;
- to a member or a resident.
44. Every member and resident shall ensure that his pet does not foul the open space areas on the estate and should it happen, the person accompanying the pet must clean up and remove the excrement immediately.
45. Upon the breach of, or non-compliance with the provisions of this rule, the member and the resident concerned may be penalised for every contravention.
46. 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 and the owner of the pet and the owner of relevant erf shall be liable for legal costs relating thereto.

Building, Alterations, Renovations, Installations and Decorations

47. Any building activity, alteration, renovation, installation or decoration pertaining to any:
- 47.1. erf;
- 47.2. building;
- 47.3. antenna, satellite dish or any decoration to any structure;
- 47.4. solar heating system, skylight, chimney, chimney flue or air-conditioning units;
- 47.5. 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.
48. All work referred to hereinabove shall -
- 48.1. be executed by suitably competent persons;
- 48.2. be executed in such a manner that it does not cause damage of any nature;
- 48.3. be done in a neat and orderly manner; and
- 48.4. not unduly inconvenience any other resident.
49. 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.
50. 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.
51. 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

52. No person shall, on the estate, bearing in mind the time of the day (especially after midnight), day of the week and other relevant circumstances,
- 52.1. do any work,
 - 52.2. play sport or games,
 - 52.3. use a radio, musical instruments or electronic equipment
 - 52.4. make a noise or engage in any activity
- that can reasonably be said to cause inconvenience to a resident through sound, sight, light, vibration or odour.
53. No person shall, on the estate:
- 53.1. sound a hooter of a vehicle at any time except as a warning of imminent danger;
 - 53.2. explode, ignite or set off any explosives, crackers, fireworks or items of similar nature;
 - 53.3. discharge a firearm on an erf or any part of the communal property, except under such circumstances as would reasonably justify the use of a firearm for self-defence or related purposes;
 - 53.4. use power tools, weed eaters and lawn mowers outside the permissible periods. The permissible periods are:
 - 53.4.1. weekdays and Saturdays
07h00 to 19h00
 - Sundays
09h00 to 13h00
 provided further that contractors may use power tools and lawn mowers only as provided for in the contractor's guideline
 - 53.5. Wilfully, recklessly or negligently cause any damage to the property of the Association.

Driving, Parking and Use of Vehicles

54. Pedestrians shall have right of way at all times.
55. A person shall not, without the prior consent of the officer, drive a motorised vehicle anywhere on the estate except on a demarcated road or a parking area.
56. A person shall not drive on the estate a motorised vehicle (including a bike or cart):
- 56.1. that causes excessive noise or smoke;
 - 56.2. that leaks oil, fuel or brake fluid;
 - 56.3. that is not licensed as required by law;
 - 56.4. without being licensed to do so as required by law;
 - 56.5. in such a manner that renders the vehicle dangerous to residents, visitors, children, pets or property;
 - 56.6. in excess of 35 kilometres per hour; or
 - 56.7. in disregard of any stop, yield or other traffic sign.
57. A person on the estate shall not, without written consent:
- 57.1. use a vehicle as sleeping quarters;
 - 57.2. dismantle or effect major repairs to a vehicle where it is visible; or
 - 57.3. park a commercial vehicle, a boat, a trailer, or a caravan in such a manner that it is visible.
58. A member, resident or visitor may, unless written consent is obtained, park a passenger vehicle or bakkie only:
- 58.1. in a garage;
 - 58.2. in a carport;
 - 58.3. in a parking bay;
 - 58.4. on a hardened area on the resident's erf; or
 - 58.5. in a general parking area.

Duty To Provide Details

59. 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, trustees, members or partners (as the case may be).
60. In the event of a change in the directors, trustees, members or partners of the juristic persons referred to in 59, the member or resident concerned shall provide the board with the relevant details of such change.
61. It shall be the member's responsibility to provide the board with up to date details of all residents on his erf.

Control of Home Business Operations

62. Subject to any statute or regulation that may apply, no person shall conduct a home business without:
 - 62.1. the necessary permission from the local authority;
 - 62.2. written consent; and
 - 62.3. a majority resolution in the case of -
 - 62.3.1. the keeping of a bed and breakfast establishment;
 - 62.3.2. the keeping of a boarding house; or
 - 62.3.3. the keeping of a crèche;
 - 62.3.4. the regular letting of a house, or portions thereof for periods of seven days or fewer.

Procedure to obtain written consent

63. 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:
 - 63.1. full details of the applicant;
 - 63.2. full details of the nature of the consent applied for;
 - 63.3. letters of "no objection" from the owner of the erf;
 - 63.4. 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
 - 63.5. any consent that may be required from local, provincial, or national spheres of government.
64. 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 63 above:
 - 64.1. full details of the nature and type of home business applied for; and
 - 64.2. the maximum number of customers or clients expected to visit the applicant per day or per month.
65. The board may call upon the applicant to make verbal representations when the application is being considered by them.
66. 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:
 - 66.1. any rule or local or state authority regulation will be contravened;
 - 66.2. the home business will cause a disturbance or nuisance;
 - 66.3. more than one employee will be employed;
 - 66.4. the applicant will use vehicle(s) for which he does not have parking space; or
 - 66.5. vehicular traffic may increase to such an extent that:
 - 66.5.1. inconvenience may be caused to residents;
 - 66.5.2. the ambience of the estate may be affected; or
 - 66.5.3. existing parking facilities will become inadequate.
67. 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 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.

68. Written consent may be:
- 68.1. granted subject to such reasonable conditions as the board may impose; and
 - 68.2. withdrawn by the board for good reason at any time.

Contravention Of Rules

69. Should any rule relating to the driving, parking and use of vehicles (also referred to as traffic rules) be contravened, the officer may impose an instant fine or alternatively charge the offender to appear before a disciplinary committee. The officer may also in addition:
- 69.1. arrange for the vehicle to be clamped, at the risk and cost of the owner thereof and/or person in control of the vehicle;
 - 69.2. arrange for a clamped vehicle to be released subject to the payment of a release fee;
 - 69.3. arrange for the vehicle to be removed at the risk and cost of the owner thereof and/or person in control of the vehicle;
 - 69.4. obtain an interdict; and or
 - 69.5. impose more than one of the options mentioned.
70. 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.
71. 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:
- 71.1. hold the member liable for any costs, including legal costs, incurred;
 - 71.2. impose a fine; and/or
 - 71.3. obtain an interdict.
72. Should any other rule be contravened, penalties may be imposed and measures may be taken as provided for hereunder.

Warning and Charging Offenders

Instant fines

73. The officer may warn an offender or alternatively summarily impose an instant fine in respect of :
- 73.1. traffic- nuisance – or pet related offences; or;
 - 73.2. offences by contractors;
 - 73.3. less serious transgressions for which, in the opinion of the officer, a hearing before a disciplinary committee is not necessary.

Disciplinary committee

74. If, in the opinion of the officer the offender is guilty of a serious transgression or misconduct or if there has been repetitive misconducts on the part of the offender, the officer must charge the offender. –
75. Any offender who is charged shall appear before a disciplinary committee.
76. A disciplinary committee, consisting of a chair and two residents, shall be appointed by the chairperson to hear a matter.
77. The officer must arrange for a disciplinary committee hearing and he must notify the offender by means of a written charge sheet of the charge, date, time and place of the hearing.
78. At the hearing:
- 78.1. a disciplinary committee shall conduct the hearing in an informal manner and the chair shall determine the procedure;

- 78.2. the officer shall present the facts on which he relies in the form of testimony, letter or statements that he has received (verbal or in writing) and on which he relies;
 - 78.3. the offender shall be entitled to present his case;
 - 78.4. the offender shall be entitled to legal representation only with the approval of the disciplinary committee if exceptional circumstances are present.
 - 78.5. the disciplinary committee shall, after the officer, the offender and such witnesses that either of them might have called, as well as representations the parties may make, make a finding whether the offender has been in breach of the rules mentioned in the charge sheet.
 - 78.6. In the event of the offender being in breach of the rules the disciplinary committee may impose a fine. Any fine may be partially or wholly suspended, subject to such conditions the committee may impose.
79. Should the offender fail to appear at the hearing, the disciplinary committee may proceed in the absence of the offender and may make a finding and impose a fine..

Appeal against ruling or fine

- 80. An offender shall have the right of appeal to the board against:
 - 80.1. any finding; or
 - 80.2. warning or fine
 that has been imposed by the officer or by the disciplinary committee.
- 81. 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 or ruling or fine has come to the appellant's attention.
- 82. 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.
- 83. The board shall have the power on appeal to confirm or set aside the finding or fine imposed by the officer or disciplinary committee or to make a fresh finding and to impose a new fine.

Email Address

- 84. A Member must supply the Association with his e-mail 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.
- 85. 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

- 86. 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.

GUIDELINES

Paragraph 87**“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 down loading it from Association’s website.
(www.atlanticbeachgolfestate.co.za)

Paragraph 88**“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.

Paragraph 89**“Annexure 10.3”****Election Guideline**

1. Elections, as provided for in articles 14 and 15 of the Articles, shall be held to elect trustees.
2. A candidate for election as trustee shall be nominated by a member in writing which nomination shall not be valid unless the candidate has duly endorsed his acceptance thereon. Nominations and CV's of candidates of not more than one A-4 page (if any) must be received by the officer not less than fourteen (14) days before the meeting.
3. A retiring trustee shall be deemed to be duly nominated and have accepted same for the purposes of paragraph 2 above unless he advises the officer, prior to the meeting or the chairperson at the meeting, that he does not intend to stand for election.
4. The names of the persons nominated or deemed to have accepted, together with their CV's (if any) shall be electronically circulated at least 10 (ten) days prior to the meeting at which the trustees are to be elected.
5. The officer shall oversee the election process and shall ensure that the election is free and fair.
6. The officer may make and announce administrative arrangements that will be binding on candidates and voting members for that particular election.
7. The officer shall prepare and count the ballots.
8. 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.
9. 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.
10. The officer must, after the ballots are counted, announce the outcome of the election.
11. 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.

Paragraph 90**“Annexure 10.4”****Guide for letting and selling of movable and immovable property**

- 1 No auction, sale or exhibition of movable or immovable property (except sales in execution) shall be held without the written consent of the Trustees.
- 2 No notices may be erected on any erf or building advertising the letting or sale of any movable or immovable property.

Paragraph 91

“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.
4. a light is obtrusive if a reading taken at a distance of between 9 and 10 metres from the light shows a reading in excess of 002 x 100 lux.

Paragraph 92

“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;
 - 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.

Paragraph 93

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
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 membranaceae	-	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
Phylica cephalanta	-	Hard Leaf Bush
Plectranthus spp.		
Plumbago auriculatta / Auriculata alba*	-	Blue Plambago / White Plambago
Polygala myrtifolia	-	September Bush
Podalyria cayptrata	-	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 guineese*		
Strelitzia reginae	-	Bird of Paradise
Suthherlandia frutescens*	-	Cancer Bush
Tecomaria capensis	-	Cape Honeysuckle
Tetragonia Fruticosa*	-	Kinkelbossie
Zygophyllum flexousom	-	Spekbos
Zygophyllum morgsana*	-	Tortoise Bush: Slaaibos
<i>Herbaceous Perennials</i>		
Arthanasia parvifolia	-	Coulter Bush
Eriocephalus africanus*	-	Wild Rosemary
Felicia amelloides	-	Blue Marguerite
Leonotis leonurus *	-	Wild Dagga
Lobelia alata		
Hermannia pinnata		
Metalasia muricata*	-	Blombos
Monopsis lutea*	-	Yellow Lobelia
Orphium frutescens	-	Sticky Flower
Perlagonium capitatum*	-	Rose Geranium
Plecostachys serpyllifolia		
Scabaiosa 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
Crocoshmia 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 violacae	-	Purple Wild Garlic
Veltheimia capensis	-	Blue-Green Forest Lily
Watsonia marginata		
Zantedeschia aethiopica	-	Wild Arum Lily
<i>Succulents</i>		

Succulents

Date: 21 October 2008

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 turbinate	-	Goose Daisy
Dimorphoteka 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
Many of the species in the extended list are not suitable for those areas of garden sites exposed directly to the south east wind.		
Lawn species		
The variety of the indigenous grass, Cynodon dactylon, called Gulf Green Jack pot and Kweek		

Paragraph 94**Annexure 10.8****Guidelines For Post Boxes and Signs**

Signs and post boxes must be designed and manufactured in accordance with the building guidelines.

Paragraph 95

“Annexure 10.9”

Guideline: Powers of Trustees.

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 article 17 of the Articles of Association, 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 members 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.
4. The provisions of this guideline (including this provision) can only be amended by members passing a resolution at a general meeting.

Paragraph 96**“Annexure 10.10”****Guidelines for the Leisure Centre**

1. Kindly note that members are required to present their membership cards when using the Leisure Centre facilities.
2. Members (including children) are required to apply for their membership cards at the Club House.
3. The practice facility is for the exclusive use of the members. Practice balls are available from the Leisure Centre.
4. Children under the age of 13 need to be supervised when visiting the Leisure Centre
5. Children swimming, playing pool or darts have to be older than 13 or otherwise supervised by an adult.
6. Children under the age of 16 are not allowed to use the Fitness Centre without adult supervision.
7. The Fitness Centre is strictly for members only.
8. Suitable shoes and clothing are required for the use of the Tennis Courts and the Fitness Centre.
9. Member guests are welcome to use the Leisure Centre facilities (excluding fitness centre) at an entrance fee of R10.00 per person.
10. Members need to bring their own beach towel for the swimming pool.
11. Children using the play equipment and vandalizing it will be asked to leave the premises.
12. Please inform the Leisure Centre Team of any guests wishing to use the Leisure Centre facilities, prior to their arrival.

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.

For all further queries, please contact the Club Manager on 021 553 2223

Paragraph 97**“Annexure 10.11”****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.
 - 4.2.3. the officer is notified by the member or resident.
 - 4.2.4. the member or resident pays the subscribed fee.
5. All information regarding the green plastic bags can be obtained from the officer.

Paragraph 98

“Annexure 10.12”

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. The operating hours of the main gate and clubhouse entrance are 24 hours every day.
4. Operating hours of Beach Gate:
05h45 to 23h00 daily and only for the use of members, residents and domestic workers.
5. A contractor may only work on the estate:
 - 5.1. on weekdays from 7:00 to 18:00;
 - 5.2. on Saturdays from 7:00 to 14h00; and
 - 5.3. on Sundays and Public Holidays; if
 - 5.3.1. it is an emergency and he has come onto the estate for a duration of less than 3 hours; and
 - 5.3.2. he has the written approval of the officer.
6. Heavy goods vehicles are only permitted on the estate during the following periods:

06h00 to 17h00	(Mondays to Fridays); and
08h00 to 14h00	(Saturdays).
7. No articulated vehicles or interlinks, except furniture removal trucks, shall be permitted on the estate.
8. The board shall be entitled to introduce an access control system (including a biometric security system). Entrance seekers (residents, contractors, visitors, domestic servants 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.

Paragraph 99

“Annexure 10.13”

Guideline On Vacant Erven

1. In terms of Article 6.2 of the Articles, 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 “A” below from 1 July 2009. The existing table “B” shall remain effective for the period ending June 2009

TABLE “A”

Vacant Period	Additional levy
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”

Vacant Period	Additional levy
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

Paragraph 100**“Annexure 10.14”****Guidelines For Workers**

1. Only registered workers are entitled to work on the estate.
2. Any worker who intends to work on the estate must apply to become registered and:
 - 2.1. the application process shall be prescribed by the officer; and
 - 2.2. applications for registration shall be received at the main gate during normal office hours.
3. The officer may, for good reason:
 - 3.1. refuse to register a person as a worker; or
 - 3.2. withdraw the registration of any worker.
4. Every worker shall be issued with a permit and shall be obliged to show such permit to the officer or any security officer when so requested.

Paragraph 101

“Annexure 11”

Code Of Conduct Of Trustees

Good Faith

1. A trustee 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 Trustee Meetings

2. A trustee must attend each meeting of the trustees and of a committee of which that trustee 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 trustees;
or
 - 2.3. that trustee is required in terms of this code to withdraw and recuse himself.

Disclosure Of Interests

3. A trustee must:
 - 3.1. disclose to the board any direct or indirect personal or private business interest that that trustee, or any spouse, partner or business associate of that trustee 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 trustee's direct or indirect interest in the matter is trivial or irrelevant.
4. A trustee 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 trustee is aware at the first meeting of the board at which it is possible for the trustee to make the disclosure.
5. This section does not apply to an interest or benefit which a trustee, or a spouse, partner, business associate or close family member, has or acquires in common with other members.

Conflict of Interests

6. A trustee 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 trustee, or litigation between the Association and any juristic person in which such trustee has a substantial interest, is instituted; or
 - 6.2.2. such trustee, or any juristic person in which such trustee 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 trustee who is burdened by such major conflict of interests, to resign.
8. The board must, if any trustee is requested to resign in terms of the preceding paragraph and refuses to do so, bring an application for his removal as trustee in terms of Section 220 of the Companies Act.

Important Contracts

9. The board must act with circumspection when it enters into contracts on behalf of the Association and shall at all times adhere to the provisions of guideline 10.9.

Personal Gain

10. A trustee may not use the position or privileges of a trustee, or confidential information obtained as a trustee, for private gain or to improperly benefit another person.
11. Except with the prior consent of the board, a trustee may not:
 - 11.1. be a party to or beneficiary under a contract for -
 - 11.1.1. the provision of goods or services to the Association; or
 - 11.1.2. the performance of any work otherwise than as a trustee for the Association;
 - 11.2. obtain a financial interest in any business of the Association; or
 - 11.3. 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

12. A trustee may receive remuneration in respect of his duties as provided for in article 16.2 or the Association's Articles but may not accept payment for any other service rendered or work done unless-
 - 12.1. the board has given its consent;
 - 12.2. payment is limited to actual expenses incurred by the trustee.

Rewards, Gifts And Favours

13. A trustee may not request, solicit or accept any reward, gift or favour for:
 - 13.1. voting or not voting in a particular manner on any matter before the board;
 - 13.2. persuading the board in regard to the exercise of any power, function or duty;
 - 13.3. making a representation to the board or any committee of the board; or
 - 13.4. disclosing privileged or confidential information.

Unauthorised Disclosure Of Information

14. A trustee may not without the prior permission of the board disclose any privileged or confidential information of the board to any person.
15. For the purpose of this item "privileged or confidential information" includes any information:
 - 15.1. determined by the board or committee to be privileged or confidential;
 - 15.2. discussed in closed session by the board;
 - 15.3. disclosure of which would violate a person's right to privacy; or
 - 15.4. declared to be privileged, confidential or secret in terms of law.

Transgressions

16. A trustee who transgresses any provision in this code may be removed from office.
17. Proceedings for the removal of the trustee may be commenced by the board or any member in accordance with the provision of the Companies Act 61 of 1973.

Amendmend 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

Placing

Placing is allowed on the fairways within one club length, not nearer to the hole.

Post and Rail Fencing

Shall be treated as a **Lateral Hazard**. Any ball over the fence shall be dropped on line of entry, 2 club lengths from the nearest point of relief no closer to the hole. Under no circumstances may any player cross the fencing or enter the fynbos areas between tee and fairway past the green stakes to search or collect a ball.

The post and rail fencing is an immovable obstruction, and any ball coming to rest against the fence or plastic mesh outside the poles is in play, and may be dropped within 1 club length from the nearest point of relief- without penalty. Where there is no plastic mesh the line of the hazard is the outside of the posts. The whole ball must be over the line to be in the hazard. Where there may be a gap in the fence, the outside line between the posts would determine the line of the hazard.

As the fynbos is a protected area and very much a part of our heritage, retrieval of lost balls is prohibited and documented in and around the Club. The golf ball is considered lost once it has carried over the post and rail barrier. Disciplinary procedures have been carried out on members who have ignored this guideline in the past. The Clubhouse employs one retriever and he is dressed in a bright uniform for identification. We call on all members and homeowners to help us protect our heritage.

Cell Phones

Cell phones are strictly forbidden on the course.

Flower Beds

If the ball comes to rest in the flower bed left of the 9th green, it may be dropped at the nearest point of relief, no closer to the hole without penalty.

Caddies

No caddies or family/ friends may carry or pull/ drive a golf bag/ cart at Atlantic Beach Golf Club.

Time of Play

Each group will be allowed 2 hrs 10min to complete their first 9 holes. They will then be allowed 15 min half way and a further 2 hrs 10min for the second 9 holes, making a total of 4 hrs and 35min per round.

During golf operation hours the course is off limits to all who are not involved directly with the game, course or maintenance of the game. The hours of operation may vary in winter and summer months.

G.U.R (All G.U.R areas around the greens)

If the ball is in any of these areas, it may be played as it lies (no improved lies) or relief can be taken at the nearest point (relief being complete relief including stance) no closer to the hole without penalty. Please note that the ball may not be placed from this area on to the green.

Dress Codes

No Jeans or open shoes are allowed on the course.

Golfers are required to wear collared shirts on the course (Polar necks are permitted.)

No short shorts are allowed.

Atlantic Beach is a soft spike course.

Sports shoes are allowed instead of spikes

Golf Carts

All Carts are for Golf course use only and no transporting of individuals or goods are permitted other than for golfing needs.

All private carts are required to have there trail licence renewed with the Club on an annual basis.

Drivers of Carts are to be licensed motor vehicle drivers.

The driver of the cart will be liable for any damage that has occurred during his rental period.

Club Manager

Atlantic Beach Golf Club

(021) 553 2223 (ph)

(021) 553 2224 (fx)

clubmanager@atlanticbeach.co.za

Certificate

These rules were first adopted by the Association's board of trustees on Wednesday 28 June 2006. The rules have been amended from time to time and these rules contain all the amendments up to 21 October 2008.

Certified as true and correct

Romayne Midgley

Secretary