



L A M P I E S B A A I

ESTATE MANAGEMENT RULES

**(Drawn by the Executive Committee of the Lampiesbaai Home Owners Association in
terms of the Association's Constitution)**

Revised and approved – AGM - 11 December 2021

DISCLAIMER

Any person wishing to enter Lampiesbaai Estate (the Estate) and/or make use of the private open spaces or communal facilities in the Estate, does so at their own risk.

The Lampiesbaai Home Owners Association (LHOA) and the registered Owners/Members, their agents, employees, and appointees, shall not be liable for any injury, loss or damage to any person or property arising from any cause whatsoever, including without limitation thereto, the negligence of any of the above persons or the intentional acts of any agents, employees, and appointees.

Without in any manner departing from the above, all entrants to the Estate make use of the streets within the Estate, whether public or private, at their own risk.

Whilst every effort is made to secure and monitor the Estate, the LHOA and registered Owners/Members, all their agents, employees, or appointees, shall not be deemed to have warranted the safety of any person or property (whether movable or immovable) on the Estate.

WARNING

Lampiesbaai Estate has a security system comprising perimeter security, and physical patrolling. The system has a detection purpose only. It serves as a deterrent and is not guaranteed to prevent any intrusion into the Estate.

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1. Definitions

In these Management Rules (MR), unless the context indicates a contrary intention, the following words and expressions have the meanings attached thereto:

- 1.1. "Building Contractor" means any person who engages in the construction of a new dwelling or additions to, or the alteration or renovation of, an existing dwelling or the erection of a pergola or boundary or retaining wall or the laying of paving, whether for herself or himself or on contract or subcontract for a Member.
- 1.2. "Building Plans" means drawings and specifications for the construction of a new dwelling or for additions to, or the alteration or renovation affecting the exterior aesthetic appearance of, an existing dwelling or for the erection of a pergola or boundary or retaining wall or the laying of paving.
- 1.3. "Communal Facility" means any land, facility, or communal building in the Estate that belongs to the LHOA (see 1.16 below) and that may be used for the purposes, and on the conditions, from time to time determined by EXCO (see 1.8 below) or the LHOA.
- 1.4. "Constitution" means the constitution of the LHOA made in terms of section 29 of the Land Use Ordinance, No 15 of 1985, as amended from time to time.
- 1.5. "Appointed Architect" means the architect from time to time appointed by EXCO for aesthetic control of all building plans prior to submission thereof for municipal approval.
- 1.6. "Erf" means any piece of land, with or without improvements, in the Estate with its own number on the Surveyor-General's general map and the title to which is registered separately in the Deeds Office, including a section in a sectional title scheme.
- 1.7. "Estate" means the township area known as Lampiesbaai Estate which comprises a subdivision of erf 2636, St Helena Bay.
- 1.8. "EXCO" means the members of the executive committee from time to time appointed and elected in accordance with the provisions of the constitution.

- 1.9. "Estate Manager" means the entity from time to time appointed by EXCO to assist with the day-to-day administration of the Estate, its affairs, transactions, and finances.
- 1.10. "Management Rules" (MR) means the management rules of the Estate as drawn up by EXCO.
- 1.11. "Municipality" means the relevant local authority which has jurisdiction over the Estate, being the Saldanha Bay Municipality.
- 1.12. "Owner" means the registered Owner of a single residential property or a residential sectional title property in the Estate and "Member" has a corresponding meaning.
- 1.13. "Occupier" means any person residing in the Estate, irrespective of whether ~~[she or]~~ he is a Member or a member of the household of a Member, or a tenant occupying property of a Member in terms of a lease or any other arrangement or a visitor of the aforementioned.
- 1.14. "Tennant" means any person residing in the Estate, irrespective of whether he is a Member or a member of the household of a Member, or a tenant occupying property of a Member in terms of a lease or any other arrangement or a visitor of the aforementioned.
- 1.15. "Vehicle" means any mode of transport, including, but not limited to, a motorcar, motorcycle, truck, caravan, trailer, or boat.
- 1.16. "LHOA" means the Lampiesbaai Home Owners Association established in terms of section 29 of the Land Use Ordinance, No 15 of 1985, as amended from time to time.
- 1.17. the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the masculine and feminine genders.

2. Introduction

Lampiesbaai Estate is a monitored residential township for its Members.

The primary objectives of the Lampiesbaai Home Owners Association (LHOA) are, firstly, the promotion and enforcing of standards for community living so that Members may derive the maximum collective benefit therefrom, and, secondly, the maintenance of basic aesthetic standards to enhance property values in the Estate. It aims to provide Members with a superior quality lifestyle, offering safe and harmonious community living.

The LHOA's constitution provides for the establishment of an Executive Committee (EXCO) to exercise certain of its powers. To achieve the LHOA's objectives, EXCO has under these powers made certain Management Rules (MR) and have laid down certain architectural guidelines that are binding on all Members. Such MR rules as ratified by the LHOA are applicable to every member of the LHOA.

A reference to a Member in these MR, shall include a reference to members of his family, occupiers and / or tenants of the Erf, visitors, or holiday makers.

The pride of the Estate depends on the extent of the contribution of every Member towards maintaining a pleasant and safe environment as well as a neat and attractive streetscape.

Living in the Estate will mean being part of a community of people who share a secure and high-quality lifestyle. MR for the community provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably, and harmoniously, to the benefit of all without interfering with other's enjoyment.

It shall be the duty of the Member to ensure compliance with these MR. Members shall abide by the MR, failing which penalties may be imposed by EXCO.

The MR represent the collective wishes and standards agreed on by the Members and are the mandate given to EXCO to manage the Estate.

3. Applicability of Management Rules (MR)

It is recorded that upon registration of ownership, membership of the Association shall be automatic and compulsory and Owners, therefor Members shall be obliged to comply with the provisions of its Constitution and the MR made in terms thereof.

4. Directives

EXCO may from time-to-time issue directives in terms of these MR to disclose further information with reference to these MR and the practical application of the rules. The directives may contain conditions imposed by EXCO in terms of these MR, application forms prescribed by EXCO in respect of these MR, amounts of penalties determined by EXCO in terms of these MR and any other information which EXCO want to disclose to the Members with reference to MR.

5. Written consent of EXCO

Whenever the written consent of EXCO is required in terms of these MR, application for such consent must be made in writing and the applicant must furnish EXCO with all the information, details and documentation as may be required by them from time to time. The written consent of EXCO in terms of these MR or the withdrawal thereof shall be in such format as EXCO shall from time to time determine.

EXCO may attach reasonable conditions to their consent. EXCO may summarily withdraw their consent in the event of non-compliance with any of their conditions. When withdrawing their consent, EXCO shall notify the Member in writing and provide him with reasons for their decision.

PART I – GENERAL CONDUCT

6. Members' Obligations

6.1. A Member must ensure that –

6.1.1. All members of the household, tenants and visitors comply with these MR and any regulations issued thereunder, notwithstanding any contrary provision contained in a lease or grant of rights of occupancy;

6.1.2. Any person employed, visiting such person, and any building contractor, estate agent or service provider who enters the Estate for any purposes, should comply with these MR and any regulations issued thereunder, notwithstanding any contrary provision contained in a contract of engagement.

6.2. If a member sells or lets the property or any part thereof, the member must ensure that the buyer, occupier or the tenant is provided with of a copy of these MR and is acquainted with it.

- 6.3. A Member may not use, or permit to be used, his property or any part of the communal facilities in a manner or for a purpose that will cause a nuisance or create a disturbance, or that will be harmful to the reputation of the Estate.
- 6.4. After having received reasonable notice from the EXCO, a member must allow a person authorised thereto by the EXCO, to enter their erf to
- 6.4.1. Prune trees, shrubs and plants which interfere with the proper functioning of the security system, impede the flow of vehicular traffic, or pose a safety hazard; or
 - 6.4.2. Repair or carry out maintenance of any pipes, wires, cables, and ducts being used or capable of being used in connection with any communal facility, including the security system.
- 6.5. If a person is obstructed or hindered in performing any work contemplated in this MR, the member concerned will be liable for any additional costs incurred by EXCO in the performance thereof.
- 6.6. When letting a property, it is the Member's responsibility to ensure that no more than two persons per Bedroom are permitted to occupy the property and that tenants apply and abide by the MR of the Estate. Failure to do so will lead to a penalty.

7. Security Measures

- 7.1. Any person entering the Estate must comply with the systems and procedures relating to monitoring control, CCTV and other security related measures that are from time to time implemented by EXCO. and must heed the security directives of the Estates' security personnel and treat them in a cooperative and respectful manner.

8. Unsightly Objects

- 8.1. An member, tenant or occupier may not without the written permission of the EXCO expose, install, place, or erect any item at a property which could, in the absolute discretion or opinion of EXCO, be considered or regarded as unsightly, aesthetically displeasing, or undesirable or detrimental to the appearance of the Estate.
- 8.2. Washing lines may not be erected, and washing may not be hung out in such a way that it may be visible from a street or a communal facility.
- 8.3. A Member may not place, or permit to be placed, any sign, notice, billboard, or advertisement of any kind whatsoever on any part of their property without the written permission of EXCO.

9. Traffic Control

- 9.1. Unless specifically stated otherwise in these MR, the normal statutory traffic laws shall apply in the Estate.
- 9.2. A speed limit of 40km/h shall apply on all roads in the Estate.
- 9.3. Vehicles must at all times be operated with the utmost care in the Estate and may not be operated anywhere other than on the streets in the Estate.
- 9.4. Vehicles that are unroadworthy or produce any excessive noise will be prohibited from entering the Estate and/or being operated in the Estate.
- 9.5. Unlicensed vehicles are not allowed to be used and unlicensed drivers are not permitted to drive in the Estate.
- 9.6. Vehicles may not be parked or left unattended in such a manner that they may cause an obstruction to other road users or impede the flow of traffic.
- 9.7. Quadbikes may not be operated in the Estate without the written permission of EXCO.

10. Communal Facilities

- 10.1. Communal facilities may only be used by a Resident of the Estate.
- 10.2. Any person who makes use of any communal facility in the Estate must be considerate and exercise proper care when doing so.
- 10.3. A person may not in any way damage or deface a communal facility or any item placed or installed, or structure erected, by the LHOA in or on a communal facility.
- 10.4. Building rubble, refuse, litter or unwanted articles or material may not be deposited, thrown, placed, stored, or dumped, or permitted or allowed to be deposited, thrown, placed, stored, or dumped, in or on a communal facility.
- 10.5. Open fires or braais are not permitted in or on a Communal Facility except as indicated and provided for in designated areas.
- 10.6. Trapping, shooting, harassing or in any way harming of birds and animals in the Estate are prohibited.
- 10.7. Fishing, swimming or the performing of any other activity in the dams or water features in the Estate is prohibited.
- 10.8. Pets are not allowed to enter the dams or water features.
- 10.9. Trees, shrubs, or plants may not be removed from or planted in or on a communal facility without the prior written permission of EXCO.
- 10.10. A vehicle may not be abandoned in or on a communal facility and may not without the prior written permission of EXCO be parked on such facility other than in a demarcated parking bay.

- 10.10.1. Any permission for parking of a vehicle in or on a communal facility is subject to the express condition that such vehicle is parked at its owner's risk and responsibility and that no liability will attach to the LHOA, its agents or employees for any loss or damage of whatever nature which the vehicle's owner, or any person claiming through or under her or him, may suffer in consequence of the vehicle having been parked or stood in or on such facility.
- 10.10.2. The person responsible for a vehicle must ensure that it does not leave any marks on a street or communal facility or in any other way damage or deface LHOA property. After removal of such vehicle the person responsible for it must clean or repair the area concerned, failing which EXCO may clean or repair the area for the account of the person concerned.

11. Maintenance of Properties and Streetscape

- 11.1. A Member must maintain the external appearance of his property, including the buildings, outbuildings, boundary walls, retaining walls and fences and any other improvements on the Erf forming part of the streetscape in a state of good repair to the satisfaction of EXCO.
- 11.2. All external plastered walls must be painted only in white.
- 11.3. A Member must maintain his garden and the sidewalk of a developed property between the street boundary of his Erf and the kerb, in a neat and tidy state to the satisfaction of EXCO.
- 11.4. A Member may not allow trees, shrubs, or plants in their garden or on the sidewalk between street boundary of their erf and the kerb, to impede traffic or interfere with the functioning of the security system. Trees, shrubs, or plants may not be removed from any property of the Estate.
- 11.5. Building rubble, garden refuse, litter or unwanted articles or material may not be placed, stored, or dumped on undeveloped erven or sidewalks or in or on a communal facility.
- 11.6. Municipal bins may be placed on the sidewalk only in the morning of the day for which refuse collection is scheduled. If refuse is not collected on the scheduled day, the occupier must remove the bin to a place where they cannot be reached by foraging pets.
- 11.7. A Member must at all times maintain their undeveloped erf in a neat and tidy state to the satisfaction of EXCO.

12. Pets

- 12.1. An owner, tenant or occupier may not keep more than two dogs or two cats on the property without the written permission of EXCO. Breeding with pets is not allowed on the Estate.
- 12.2. An owner, tenant or occupier may not keep on his property;
 - 12.2.1. any dangerous, poisonous, exotic, or undomesticated pets;
 - 12.2.2. or poultry, pigeons, aviaries, or livestock.

- 12.3. Pets may not roam the streets or communal facilities and must be tended and kept on a leash at all times, when in streets or in or on communal facilities.
- 12.4. An owner, tenant or occupier must ensure that [~~her or~~] his pet does not create a nuisance or cause a disturbance.
- 12.5. An owner, tenant or occupier must regularly remove any excrement deposited by her or his pet inside the erf. Any excrement deposited by her or his pet outside the erf in the street or adjacent erven must be removed immediately.
- 12.6. A pet should wear a collar fitted with a tag indicating the contact details of its owner.
- 12.7. Pets must be regularly inoculated.
- 12.8. An owner, tenant or occupier may not neglect his pet by, for example, leaving it to fend for itself OVER A LONG PERIOD OF TIME or failing to provide it with medical attention.
- 12.9. An owner, tenant or occupier must arrange for a pet sitter if he or she is away from his or her property longer than 24-hours.
- 12.10. No person may inflict physical cruelty on a pet or subject it to any maltreatment or violence. Any such maltreatment or violence should be reported to the municipality's law enforcement unit

13. Business Activities

- 13.1. A person may not conduct a business or practice a trade on or from a residential erf or residential sectional title property in the Estate, without the prior written permission of the local authority and approval of EXCO, which may not be unreasonably withheld.
- 13.2. If the applicant is not the owner of the residential erf or residential sectional title property concerned, the written permission of the Owner for such an application must accompany the application to the local authority and EXCO.

14. Security wall and irrigation System

- 14.1. A person may not damage or remove any part of the perimeter wall and/or irrigation system or tamper with the irrigation system or any of its components or in any way obstruct it [~~so as~~] to prevent it from functioning properly.
- 14.2. No attachments may be made to the perimeter walls or irrigation systems.
- 14.3. No signage whatsoever may be erected against or on top of the perimeter walls.

- 14.4. Trees, shrubs, or plants that in the opinion of EXCO are likely to interfere with the proper functioning of the security system may not be planted in the close proximity of the perimeter walls.

PART II – ESTATE AGENTS AND SERVICE PROVIDERS

15. General

- 15.1. The owner must ensure that the mandated estate agent or service provider is aware the LHOA Constitution, Lampiesbaai Code of Practice and the MR and complies with it.

16. Estate Agents

- 16.1. An estate agent's signage;

16.1.1. Must comply with the standards and specifications determined by the local authority and EXCO;

16.1.2. May be erected or placed only in accordance with the Municipal by-laws or directives;

16.1.3. May not be erected or placed within the sidewalk boundaries in front of a property.

16.1.4. Only one "For Sale" or "To Let" sign per estate agency may be erected or placed at the property concerned.

- 16.2. If a property is on show on any particular day, the estate agent concerned –

16.2.1. Must provide EXCO in writing with the detail of the property concerned at least three [3] working days prior to the intended showing;

16.2.2. May erect "On Show" signs on the sidewalk at the property on the show day only;

16.2.3. May on the show day distribute a pamphlet at the main entrance providing detail of, and directions to, the property concerned; and

16.2.4. "On Show" signs must be removed by not later than 17h00 on the show day.

- 16.3. All signage must be removed within a period, predetermined by EXCO.

17. Service Providers

- 17.1. An owner, tenant or occupier is solely responsible for the conduct of a service provider at the property.

- 17.2. A Service Provider may only be present in the Estate on the following days and during the following normal working hours and no other times:

- Monday to Friday: 07h00 to 18h00
- Saturday: 08h00 to 15h00

- 17.3. An application for permission to work outside the normal working hours, together with the written consent of all adjacent neighbours, must be lodged with EXCO at least five (5) working days prior to the intended work, unless EXCO agrees to a shorter period.
- 17.4. Sundays and public holidays and the period between 24 December and 2 January (both days included), are not normal working days and a service provider may not work in the Estate on these days. A service provider may in the case of an emergency, request permission from EXCO, to be allowed to work on these days.

PART III– AESTHETIC/ARCHITECTURAL CONTROL

GENERAL NOTE: To achieve a harmonious and aesthetically pleasing environment, certain architectural guidelines have been defined for each phase in the development. The guidelines aim to create a language with a harmonious architectural aesthetic, characterised by a range of colours and detail that is in harmony with, and complements, the local vernacular of the Estate.

These guidelines serve to promote a qualitative development known for its charm, beauty and, ultimately, its own unique “sense of place”, and in this way to set a standard of high-quality lifestyle for occupiers and protect property values.

EXCO has appointed an architect/draughtsman/ building plan co-ordinator to scrutinise and approve all building plans and building projects for compliance with the prescribed aesthetic/architectural guidelines prior to submission thereof for municipal approval. Refer to *Government Gazette: Board Notice 121/2015 section 1.3.6 and 122/2015* for Professional fees structure.

All issues regarding building, alterations, extensions and additions are extensively dealt with in the Lampiesbaai Building Design Manual. Please familiarise yourself with the Lampiesbaai Building Design Manual for the procedures and processes involved when considering building, alterations, extensions and additions.

PART IV – APPLICATION OF RULES

18. General

Unless the context clearly indicates a contrary intention in MR or the regulations issued thereunder;

- 18.1. The singular includes the plural and vice versa;
- 18.2. A reference to natural persons includes juristic persons, trusts and partnerships and vice versa.
- 18.3. When any number of days is specified in these MR, these must be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday, or public holiday, in which event the last day must be the next succeeding day which is not a Saturday, Sunday, or public holiday.
- 18.4. Where numbers are expressed in words and in numerals in these MR, the words will prevail if there is any conflict between the two.
- 18.5. In the event of any conflict between MR and the Constitution, the Constitution prevails.

19. Binding Nature of Rules

All owners, tenants or occupiers who reside in the Estate or who enter the Estate for whatever purpose are bound by –

- 19.1. These MR and any regulations issued thereunder; and
- 19.2. Any applicable regulations and by-laws of the local authority and any other competent authority as if such regulations and by-laws were incorporated in these MR.

20. Notice regarding Breach/Contravention

- 20.1 If the conduct of a person constitutes a breach or a contravention of any of these MR or any regulations issued thereunder or a condition determined by EXCO, the HOA may furnish that person, being a member or any other person acting on behalf or under authority of a member, with a written notice to remedy, or desist from, such breach or contravention.

- 20.2. The notice must adequately describe the particular conduct or clearly indicate the rule, regulation or condition that allegedly is being or has been breached or contravened, and must warn the offender that if such conduct or breach persists after expiration of the period specified in the notice, action may be taken against him and/or the member concerned as provided for in these MR.
- 20.3. A written notice will be regarded as having been properly delivered, if:
- 20.3.1. delivered to the member by hand, in which event it shall be regarded as having been received on the date of delivery, or
 - 20.3.2. delivered by registered post to the member to his *domicilium citandi et executandi*, in which event it shall be regarded as having been received on the 5th day after the date of posting, or
 - 20.3.3. sent by e-mail to the last known e-mail address of the member, in which event it shall be regarded as having been received on the date of transmittal.

21. Nuisance

- 21.1. An owner, tenant or occupier shall not use an erf or permit it to be used in such a manner or for such purpose as shall cause a nuisance to any other owner, tenant or occupier or an invasion of his or their privacy.
- 21.2. For the purpose of these MR, "Nuisance" means any conduct, act, omission, or condition which, in the opinion of EXCO, is offensive, injurious, or dangerous to health, materially interferes with the ordinary comfort, convenience, peace or quiet of, or which adversely affects the safety of an owner, tenant or occupier, having regard to the reasonableness of the activities in question on the erf or on the Common Property and the impact which result from these activities, and the noise related to these activities.
- 21.3. All television, radio, and other appliances, instruments or apparatus emitting sound, including musical instruments, and noise emanating from people or pets, must be kept at audio levels which are reasonable in the discretion of EXCO.
- 21.4. No hobbies or other activities may be conducted on the erf which causes a nuisance to other owners, tenants or occupiers, including remotely controlled drones, with or without photographic equipment.

- 21.5. No explosives, crackers, fireworks, or items of similar nature may at any time be exploded, lit, or operated in the Estate.
- 21.6. No firearms, air guns or pellet guns may be discharged in the Estate, except in self-defence and related purposes.
- 21.7. In the event of a nuisance being caused on a stand or on the common property, EXCO may:
 - 21.7.1. call on the owner, tenant or occupier to remedy the situation, and/or
 - 21.7.2. impose a penalty on the Owner.

22. Procedure for lodging complaints

- 22.1. Should an owner, tenant or occupier be aggrieved by another owner, tenant or occupier, which grievance is deemed as unjustified and/or continuous, the aggrieved owner, tenant or occupier, should approach such alleged transgressor in an attempt to resolve the issue, failing which, he may lodge a complaint with EXCO. All complaints should be done in writing for capture by EXCO. No anonymous complaints will be accepted or entertained by the EXCO.
- 22.2. EXCO shall have the matter investigated and dealt with as provided for in the MR.
- 22.3. For speedy resolution, in the event of a disturbance or nuisance, an owner, tenant or occupier should contact the SAPS.

23. Contravention of these Rules

- 23.1. If an owner, tenant or occupier contravenes these MR, EXCO shall be entitled, without prejudice to the other rights or remedies which EXCO may have in law, or in terms of the Act, any other act, or these MR including to claim compensation for damages, to:
 - 23.1.1. enter the erf and/or the common property to take such action as may be reasonably required to remedy the contravention and hold the owner of the property liable for the costs incurred in this regard; and/or
 - 23.1.2. impose a penalty on the owner of the property and/or

- 23.1.3. may impose the applicable fine on the owner concerned; and/or
- 23.1.4. may have the failure or contravention remedied for the account of the person concerned;
- 23.1.5. and/or apply for a court order at that person's cost to compel him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the failure.

24. Remediation of certain contraventions

24.1. Without departing from the aforesaid, EXCO is mandated to implement the following measures or remedies in the event of any of the following specific matters:

24.1.1. Building Activities

24.1.1.1. If an Owner or a building contractor fails to comply with a notice regarding a breach of the provisions in the **Lampiesbaai Building Design Manual**;

- 24.1.1.1.1. EXCO may in writing instruct the owner forthwith to suspend any building activities until such time as the breach has been remedied; and/or
- 24.1.1.1.2. EXCO may, refuse the building contractor and employees, entry to Lampiesbaai Estate and/or
- 24.1.1.1.3. EXCO may impose the applicable fine on an owner and/or the building contractor; and/or
- 24.1.1.1.4. EXCO may in writing instruct an owner to demolish or remove any structures erected in breach of these MR or the regulations issued thereunder within a specified time period; and/or
- 24.1.1.1.5. EXCO may remedy the breach for the account of the owner and/or the building contractor and/or
- 24.1.1.1.6. EXCO may apply for a court order at the cost of the owner and/or the building contractor to compel him to comply with the notice and/or to pay such fine and/or to pay the cost incurred in connection with remedying the breach.

24.1.2. Pets

24.1.2.1. If a person fails to comply with a notice regarding the keeping of a pet

- 24.1.2.1.1. EXCO may in writing instruct that owner, tenant or occupier to remove the pet from Lampiesbaai Estate; and/or
- 24.1.2.1.2. EXCO may apply for a court order at that owner, tenant or occupier's cost to remedy the situation with the pet.

24.1.3. Signage

- 24.1.3.1. EXCO may remove any sign, notice, billboard, or advertisement erected or displayed in breach of the MR or the regulations issued thereunder.
- 24.1.3.2. Such removal and any repair of a communal facility which may be reasonably required, will be affected at the risk and cost of the owner of the sign, notice, billboard or advertisement, or the person on whose behalf it was erected or is displayed.

24.1.4. Vehicles

- 24.1.4.1. If a vehicle is parked, or abandoned in breach of these MR or the regulations issued thereunder;
 - 24.1.4.1.1. EXCO may impose the applicable fine on the owner of, or on the person responsible for, the vehicle; and/or
 - 24.1.4.1.2. EXCO may have the vehicle's wheels clamped at the risk and expense, including payment of the applicable release fine, of its owner or of the person responsible for it; or
 - 24.1.4.1.3. EXCO may cause the vehicle to be removed at the risk and expense, including payment of the applicable release fine, of its owner or of the person responsible for it; or
 - 24.1.4.1.4. EXCO may apply for a court order at the cost of the owner of, or of the person responsible for, the vehicle to compel her or him to comply with the notice and/or to pay such fine and any cost incurred in connection with the clamping or removal of the vehicle.

25. Imposition of penalties

- 25.1. If the conduct of an owner, tenant or occupier constitutes a nuisance in the opinion of EXCO, or a contravention of the Constitution, or the MR, EXCO may, without prejudice to the other rights or remedies available to it:
 - 25.1.1. By written notice inform the owner of the nuisance or contravention and warn the owner, that if he fails to remedy the contravention and/or if the person persists in such conduct or contravention, a penalty will be imposed by EXCO on the Owner; and if notwithstanding the 7 (seven) days' written notice given by EXCO in terms of Rule 20, the transgressor fails to remedy the contravention or persist in the conduct or contravention, or if the conduct or contravention is repeated, by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty; or

- 25.1.2. Summarily and without warning, by written notice impose a penalty on the owner, which notice shall state the reasons for the imposition of the penalty.
- 25.2. The penalty imposed under Rule 20 above, shall become due on the date of the written notice and must be paid within 30 (thirty) days of the date of the written notice. Should the penalty remain unpaid it may be added to the owners' monthly subscription statement and may be recovered from the owner in the same manner as applies to arrear subscriptions, together with interest at the rate applicable to arrear subscriptions and the applicable Administration Fee.
- 25.3. EXCO shall from time to time determine the categories of contraventions and the amounts of the penalties in respect of the various contraventions and in respect of first and successive contraventions, subject to any directions given or restrictions imposed on EXCO at a general meeting.
- 25.4. A penalty may be imposed in respect of each separate contravention. In the event of a continuing contravention, the member may be deemed to be guilty of a separate contravention for every 24 (twenty four) hours or part thereof during which such contravention continues and shall be liable for a penalty in respect of each such separate contravention.
- 25.5. A member may within 30 (thirty) Calendar days of the date of the written notice in terms of Rule 20 submit an objection, with a motivation, against the penalty imposed, to EXCO.
- 25.6. Upon receipt of the objection, EXCO may:
 - 25.6.1. Withdraw or reduce the penalty; or
 - 25.6.2. Schedule an EXCO meeting (hearing) for the purpose of considering the objection and invite the member to attend the meeting, and/or to be represented at the meeting.
- 25.7. At the EXCO meeting (hearing) the member shall have the right to:
 - 25.7.1. Present his or her case;
 - 25.7.2. Present any evidence, including the calling of witnesses, to substantiate his or her case;
 - 25.7.3. Cross-examine any person called as witness in support of the penalty;

25.7.4. Have access to documents produced in evidence; and

25.7.5. Produce mitigating factors.

25.8. The failure of the member charged to attend the EXCO meeting referred to shall not render the proceedings at the meeting void. Should the member not attend the EXCO meeting without providing a reasonable request for postponement, EXCO may, in their sole discretion, continue with the meeting and consider the objection in the absence of the member.

25.9. Upon the conclusion of the EXCO meeting, EXCO shall deliberate the evidence and if so resolved, they may:

25.9.1. Uphold the penalty; or

25.9.2. Withdraw or reduce the penalty.

25.10. Should the owner, tenant or occupier not agree with the decision of EXCO in terms of sub-rule (9) the owner, tenant or occupier may request, without prejudice of the other rights or remedies which may be available in terms of the Act or the rules or in law:

25.10.1. that EXCO refer the matter to a general meeting of the members for their decision, without prejudice to any other rights or remedies, which the Member may have in law, or in terms of the management rules.

25.10.2. If the majority of members, uphold EXCO's decision referred to the general meeting, the owner shall be bound by that decision.

26. Legal costs and other costs

26.1. An owner, tenant or occupier shall be liable for and pay all legal costs, including costs as between attorney and own client, collection commission, expenses and charges incurred by the EXCO in obtaining the recovery of any damages, penalties, costs, or other arrear amounts due and owing by such owner to the LHOA in terms of the MR, or in enforcing compliance with the MR.

26.2. Any costs incurred by EXCO in terms of these MR, shall be regarded as a monthly subscription and may be added to the account of the specific owner, who was/is liable for the costs in terms of the

MR and may be recovered from the Member as a debt, with interest at the rate applicable to arrear subscriptions and the applicable Administration Fee.

27. Relaxation of rules

- 27.1. No indulgence or relaxation in the application of these MR shall constitute a precedent, waiver, or consent, or prevent the enforcement thereof by EXCO.

Erf no _____



L A M P I E S B A A I

ACKNOWLEDGEMENT OF MANAGEMENT RULES

I, We, _____
(Delete which is not applicable)

Owner/s of ERF _____ LAMPIESBAAI – ST HELENA BAY,

have received, read and understand the Lampiesbaai Management Rules and agree to comply with them, as amended from time to time.

Signed on this the _____ Day of _____ 20____ at _____

Name

Signature

Name

Signature