


HOUSE RULES:	DATE OF LAST UPDATE	SIGNATURE OF CHAIRMAN
<b>FANCOURT MASTER HOMEOWNERS' ASSOCIATION</b>	January 2021	

## CONTENTS

1. INTRODUCTION .....	2
2. DEFINITIONS.....	2
3. DOMESTIC REFUSE .....	3
4. DOMESTIC ANIMALS.....	3
5. SPECIFIC RULES.....	5
6. SPORTING FACILITIES OF THE FANCOURT RESORT.....	10
7. TRAFFIC .....	10
8. OPEN SPACE .....	15
9. DAMS AND RIVERS.....	16
10. LANDSCAPING .....	16
11. ELECTRICITY SUPPLY .....	16
12. SECURITY.....	18
13. ACCOUNTS .....	19
14. BEHAVIOUR UNBECOMING.....	19
15. GOOD NEIGHBOURLINESS .....	19
16. BREACH .....	20
17. EXEMPTION FROM LIABILITY.....	22

18. JOINT & SEVERAL LIABILITY .....	22
19. ESTATE DIRECTORY .....	22

## 1. INTRODUCTION

In choosing to live within an estate such as Fancourt, a Member will enjoy all the benefits of communal living, such as cost-effective security and access to shared facilities. The advantage of a golf estate over conventional group housing is that those benefits can be enjoyed in a spacious attractive environment as opposed to the high densities characteristic of cluster or townhouse complexes.

However, communal living inevitably brings responsibilities along with its benefits. Levies must be paid and Rules must be obeyed in order to ensure the smooth running of the community for the benefit of all concerned.

In particular, the integrity of the security of the Estate is considered of paramount importance. For access control to be effective there will inevitably be a small degree of inconvenience to Members' visitors.

It should be remembered that the Rules to which we agree to submit ourselves when buying a property in Fancourt not only help to guarantee the exceptional lifestyle we enjoy, but also maintain and enhance the property values of all Homeowners.

## 2. DEFINITIONS

- 2.1 In these House Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions as defined in the Memorandum of Incorporation of the Fancourt Master Homeowners' Association, shall bear the same meaning in these House Rules as in the said Memorandum of Incorporation.
- 2.2 Any Member who contravenes or fails to comply with any provision of these House Rules, or any condition imposed or directions given in terms thereof, shall be deemed to have breached these House Rules and will be subject to the sanctions prescribed in paragraph 15.
- 2.3 Fancourt Master Homeowners Association (hereinafter referred to as the "FMHA") may delegate any of its powers in terms of the aforesaid House Rules to Plattner Golf (Pty) Ltd.
- 2.4 The use of the word "Member" in these rules shall be deemed to include the Member, any Members of his household or family, his guests, tenants, invitees and lessees, and any breach of any of these rules by any such person shall be deemed to have been committed by the Member himself.
- 2.5 The use of "Estate" means the residential Township development situated on the Land and excludes the Fancourt Hotel, the Fancourt Country Club and, for the avoidance of doubt, the Links

### 3. DOMESTIC REFUSE

- 3.1 The FMHA may, from time to time, by notice in writing to all members concerned:
  - 3.1.1 lay down the type and size of refuse containers or bags to be obtained and used;
  - 3.1.2 give directions in regard to the place and time of refuse for collection;
  - 3.1.3 require the payment of a reasonable charge for the provision of such containers
- 3.2 The periodic collection of the refuse will be done by outside contract, and the fee will be included in the monthly levy.
- 3.3 The refuse removal will be coordinated by the FMHA.
- 3.4 It shall be the duty of every homeowner or occupier of a house and/or unit to ensure that such directions given by the FMHA are observed and implemented.
- 3.5 No person shall keep any refuse within or outside his property, except in specific containers or bags, and in such places as may be specifically set aside therefore, or as may be approved by the FMHA from time to time.
- 3.6 Where, in the opinion of the FMHA, any item or refuse is of such size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the FMHA, the Member will be responsible to arrange with a contractor to have it removed.
- 3.7 In the event of any person contravening or failing to comply with, or being deemed to have contravened or failed to comply with any provision of paragraph 3 of these House Rules, he shall be liable to a penalty not exceeding R500 (Five Hundred Rand).

### 4. DOMESTIC ANIMALS

- 4.1 No domestic animals or house pets shall be allowed at the Lodges. In the event of any domestic animals being introduced into the Lodges by Members, the FMHA may call upon the owner thereof immediately to remove such animal, and in the event of the owner failing or refusing to do so, the FMHA may, at its discretion, impound it and procure its removal from the Development by such means as it may deem fit and recover any costs from the Member concerned without prejudice to its rights to recover any penalty as hereinafter set forth and the Member shall have no claim against the FMHA pursuant to any such impounding and/o removal, and indemnifies the FMHA accordingly.

- 4.2 Domestic animals (Pets) are limited to cats and dogs, unless otherwise approved by the FMHA.
- 4.3 Domestic animals (Pets) may be kept, but not more than 2 (Two) Domestic animals are permitted per residence, unless otherwise approved by the FMHA.
- 4.4 The Municipal by-laws relating to the keeping of Domestic animals must be complied with at all times (i.e. licensing/ numbers/sterilization/identification/inoculations, etc.)
- 4.5 Prior to replacing or bringing a Domestic Animal/s onto the Estate, the following conditions must be met:-
  - 4.5.1 Each Domestic animal must be either micro-chipped or at all times wear a collar with a name tag indicating the owners' name and a contact number.
  - 4.5.2 Each Domestic animal must be vaccinated in accordance with the requirement as set out in the Municipal by-laws.
  - 4.5.3 Each Domestic animal should be sterilized, unless the owner obtains a permit from the Municipality. Should the animal become a nuisance sterilization will be required.
  - 4.5.4 A digital photo must be provided for each Domestic animal to be recorded on a Pet register that will be maintained by the FMHA.
- 4.6 Domestic animals must be kept within the confines of the owner's property and within the confines of a closed-in area. Areas allocated for Domestic animals must be the appropriate size in relation to the animal.
- 4.7 Domestic animals must at all times be kept on a leash when they are removed from the owner's property (regardless of how obedient or well trained).
- 4.8 The owner of any Domestic animal/s is responsible for picking up and removing from any public area, any form of animal matter deposited by said animal. The rule is to be strictly adhered to and any owner walking his Domestic animal/s is required to carry a plastic bag or other suitable substitute to dispose of waste deposits. Waste must be disposed of in one of the animal waste receptacles provided or in private rubbish containers.
- 4.9 Domestic animals may not be allowed to be a nuisance or cause a disturbance or annoyance to others through barking etc. Should any Domestic animal/s prove to be a continual nuisance to other persons on the Estate, the FMHA may call upon the owner thereof and insist that the noise or actions cease immediately. Failing this the FMHA may, at its discretion, impound the animal/s and procure its removal from the Estate by such means

as they may deem fit, and recover any costs from the owner concerned, without prejudice to its rights to recover any penalty as hereinafter set forth.

- 4.10 Domestic animals may not be left at a residence for an extended period without being attended to (10 hours or more). Should the owner not be in residence for an extended period suitable arrangement of engaging a friend or house sitter to care for the Domestic animal/s must be made, or the Domestic animal/s must be taken to a kennel off the Estate.
- 4.11 Any animal that bites or savages any person or animal unless it can be proved that such bite or savaging was in reasonable defence of the owner or person responsible for the keeping of the dog, or their dependents or property, and that the person bitten seriously threatened the owner, property or dependents of the owner or person keeping such animal will be immediately removed from the Estate.
- 4.12 Outdoor aviaries are not permitted.
- 4.13 Owners shall ensure that no Domestic animal/s disturbs the wild life, and/or causes damage to the Golf course and nature sensitive areas.

Members may not bring Domestic animals (other than guide dogs) into the Country Club facilities.

## **5. SPECIFIC RULES**

- 5.1 No Member may make any structural alteration, addition or extension such as, whether permanent or temporary of nature, but not limited to, water tanks, satellite dishes, antennas, jungle gyms, trampolines, slides, netball rings, flags, seasonal lights solar systems or any other item which affects the aesthetics of the Development, to the exterior of any unit/house without the prior written consent of the FMHA Board. A sub-committee will be appointed by the Board to scrutinize such alterations, additions or extensions and the Member will be liable for these costs. Approval will be granted if the structure blends in aesthetically with the area and if it is not exposed to the view of the public or golfers.
- 5.2 All Building Procedures and Guidelines, Fancourt Security Rules and Contractors Guidelines will be regarded as addendums to the House Rules and any transgression of these will be regarded and dealt with in terms of paragraph 15 of these rules.
- 5.3 No garments, household linen or washing of any nature may be hung out or placed anywhere to dry, except in a drying area designated for such purpose. Any such items placed in any other place may be impounded by the FMHA who may invoke the penalty set out in paragraph 16 hereunder.
- 5.4 All curtaining in Members' residence shall be lined in white or ecru (i.e. very light cream/ off white).

- 5.5 Whenever the FMHA is of the opinion that the behaviour of any person may be detrimental to the amenities of the scheme generally, the FMHA may call upon such person to cease such behaviour. In the event of such person failing to do so, he shall be deemed to be guilty of having contravened this paragraph of the House Rules.
- 5.6 No person shall make or cause to make any excessive or undue noise which constitutes a nuisance to other owners, in particular after 22h00 on any particular day.
- 5.7 No person on the scheme shall keep any inflammable substances, provided however, that this rule shall not apply to the keeping of such substances and in such quantities as may reasonably be required for domestic use.
- 5.8 A Member may introduce a guest to his residence, provided that such guest is not paying the Member for his accommodation, and provided that no such guest may be present in such residence unaccompanied by his host for a period longer than 30 (Thirty) consecutive days in a calendar year including the days of arrival and departure without a lease, and provided further that such guest shall be bound by the Memorandum of Incorporation of the FMHA, these House Rules, the Rules and Regulations of the Fancourt Country Club and any by-laws made thereunder, which the member shall be obliged to bring to the attention of the guest. All guests will be obliged to sign a Declaration to this effect in which Declaration they will indemnify the Board, the FMHA or its employees against any damages caused to any party as a result of transgression of any of these Rules. Should the Member require a deviation from this Rule, the permission of the FMHA should be sought, which permission will not unreasonably be withheld.
- 5.9 House swapping or Home exchanges are viewed in the same light as a lease, as it has an inherent value even if paid in kind.
- 5.10 Any accompanied guest in a Member's home is entitled to Member's guest privileges on the Resort.
- 5.11 Members are responsible for charges incurred by their guests.
- 5.12 No house may accommodate more than 2 (Two) people per bedroom at any given time (i.e. more than 4 (Four) per 2 (Two) bedroomed house, no more than 6 (Six) people per 3 (Three) bedroomed house, no more than 8 (Eight) people per 4 (Four) bedroomed house, etc). A bedroom shall mean a room indicated as a bedroom on the plan of the house approved by the FMHA.
- 5.13 No home on the Development may be used for any purpose other than a residential property, i.e. no home may be used for business purposes.

- 5.14 No Member shall let his house for occupation or otherwise part with occupation of his house, whether temporarily or otherwise, unless the FMHA has consented in writing to the letting of the house with the following conditions:
- 5.14.1 a written lease agreement must be entered into between the Member and the tenant ("lease agreement"), and a copy thereof must to be supplied to the FMHA before the tenant takes occupation;
  - 5.14.2 the terms of the lease agreement shall be for NOT LESS than 30 (Thirty) calendar days;
  - 5.14.3 the tenant must acknowledge in writing that he has read, understands and agrees to be bound by the provisions of the FMHA's MOI and House Rules;
  - 5.14.4 the Member and lessor must acknowledge in the lease agreement whether a Fancourt Country Club membership is included in the lease agreement. (If so, the tenant must refer to the rules and regulations of the Fancourt Country Club with regards to tenant or transient membership). A copy of the Fancourt Country Club membership application must accompany the written lease agreement, should it be applicable;
  - 5.14.5 the FMHA may, for purposes of considering the request to approve the letting or granting of occupation of the house, check the prospective tenant's or occupier's (or representative, if a juristic entity) criminal record (if any) in order to determine whether or not he or she is an undesirable person as referred to in paragraph 5.14.6, and the Member shall procure the necessary written consent from such prospective tenant or occupier (or representative) for such check; and
  - 5.14.6 if the prospective tenant or occupier in the assessment of the FMHA, acting reasonably, has a criminal record which renders the prospective Tenant an undesirable person, the FMHA may by notice in writing notify the Member accordingly and refuse consent for the letting or granting of occupation of the house to the person concerned. For purposes of this paragraph 5.14.6 the prospective tenant or occupier shall be deemed to be an undesirable person if he was found guilty of an offense involving theft, violence, dealing in drugs or suchlike substances, or sexual offences such as rape, prostitution, paedophilia, or any matter involving any form of dishonesty, or any other offence that in the sole discretion of the FMHA board is deemed undesirable (each case will be considered individually and that the circumstances, nature and time elapsed since the offence will be taken into account during the FMHA's evaluation);
  - 5.14.7 in order to prevent a circumvention of the provisions of paragraphs 5.14.5 and 5.14.6 no Member shall be entitled to let a house or enter into any agreement that allows occupation of his house to a tenant or occupier which is a juristic person, i.e. a company, close corporation, partnership or trust if any member, director or trustee of such entity is



an undesirable person as referred to in paragraph 5.14.6, which provision shall apply *mutatis mutandis* to the spouse or life partner of the prospective tenant or occupier or representative.

- 5.14.8 The lease agreement must contain a provision that the tenant is given biometric access by the FMHA to the Fancourt Estate for the term of the lease agreement, or until it is terminated for whatever reason, and an acknowledgement that biometric access will be removed by the FMHA from the date on which the lease expires or is terminated, the tenant having no claim against the FMHA in this regard.

The purpose of the FMHA's consent is to ensure that the tenant acknowledges that he is aware of, has read and signed acceptance of the MOI and House Rules, and agrees to be bound thereby. The FMHA is not a party to the lease agreement and is in no way approving the credit worthiness or character of the tenant, and is in no way responsible for enforcing any provision of the lease agreement.

- 5.15 No member shall operate or conduct a time share scheme as contemplated in the Time Sharing Act No 75 of 1983 in respect of any units owned by him, save where such scheme arises from co-ownership or syndication. The co-ownership or syndication policy stipulates that no more than 2 (Two) memberships per bedroom can be allocated to any 1 (One) house. A bedroom shall mean a room indicated as a bedroom on the plan of the house approved by the FMHA. An extra Membership may only be allocated to someone who purchases a share in the property, i.e. all Memberships must be linked to ownership of property at Fancourt.
- 5.16 the owner of the Property shall further, upon reasonable notice in writing prior to the commencement of any work, without compensation, be obliged to allow gas mains, electricity, telephone and television cables and/or wires and main and/or other waterpipes and the sewerage and drainage, including stormwater of any other erf or erven to be conveyed across the Property in such manner and in such position as the relevant local authority or the Developer or the FMHA may reasonably require from time to time, but only insofar as these services currently exist within an erf, or to the extent these provisions (or similar) are contained in a title deed to the erf, this clause excludes any new installations on an erf already sold by the Developer and for access to a sold erf permission must be obtained from the owner and may not be reasonably withheld. Surface installations such as mini-substations, meter kiosks and service pillars to be erected in such manner and position as may from time to time be reasonably required subject to consent being given by the FMHA Town Planning Committees. This shall include the right of access to the Property at any reasonable time, with the Members permission, for the purpose of constructing, altering, removing or inspecting any works connected with the above.

- 5.17 The FMHA may, notwithstanding the provisions of paragraph 5.14 of these Rules, at any time during the currency of a lease or other agreement which allows occupation of a Member's house, carry out a check on the criminal record (if any) of the tenant or occupier, in event whereof the FMHA may by notice in writing to the Member require that the agreement with the tenant concerned immediately be terminated with not more than 2 (two) months' notice if the tenant is found to be an undesirable person as provided for in terms of paragraph 5.14.6, failing which the FMHA shall for all purposes be deemed to have been authorised by the Member as the Member's agent to so terminate the lease or occupation agreement with the person concerned.
- 5.18 Each lease or occupation agreement referred to in paragraph 5.14 shall contain the following clauses:
- 5.18.1 The Lessor may at any time by notice in writing terminate this lease on 2 (two) months' written notice to the Lessee if the FMHA notifies the Lessor to terminate the lease because the criminal record of the Lessee has been found to render him an undesirable person as referred to in paragraph 5.14.6 of the FMHA's House Rules, in event whereof the Lessee shall not have any claim against the either the Lessor or the FMHA arising from or in connection with such termination.
- 5.18.2 Upon termination of the lease or the occupation agreement, the FMHA may lock the Lessee out or deny the Lessee access to Fancourt by deactivating any disc or other method or means of gaining access to Fancourt.
- 5.18.3 The Lessee hereby binds himself to the provisions of the Memorandum of Incorporation of the FMHA and the House Rules of the FMHA.
- 5.18.4 The provisions of this paragraph shall for all purposes constitute stipulations by the Lessor for the benefit of the FMHA, which are irrevocable and shall remain open for acceptance by the FMHA at any time.
- 5.19 No Member shall in any manner or form whatsoever advertise or permit the advertising of his house for rent unless through an FMHA approved Agent using an official property website or the FMHA itself.
- 5.20 Each Member is obliged to insure its own property against any risk or damage and the FMHA specifically accepts no responsibility whatsoever for any loss or damage caused by golf balls in any way whatsoever.

5.21 Each Member is obliged to maintain its own property in accordance with the general aesthetics of the Estate and any member who fails to do so, will be penalized in terms of paragraph 16.5.2 of these Rules.

5.22 Members shall be obliged at all times to allow any persons lawfully within the Township access over any Erf by means of any formed or paved access way including drive-ways, parking areas and pathways

## **6. SPORTING FACILITIES OF THE FANCOURT RESORT**

Rules relating to booking procedures, tariffs, dress, behavior relative to various sporting/recreation facilities, being the Club, Golf Course, Golf Academy, Golf School, Tennis Courts, Swimming Pools, Gym and other recreational/sporting facilities within the Health and Beauty Centre and Leisure Centre, are set out in the Fancourt Country Club Rules and Regulations which are available from the Plattner Golf (Pty) Ltd Accounts offices and shall form an integral part of these Rules.

## **7. TRAFFIC**

For purposes of these House Rules, "vehicle" shall mean any form of conveyance, whether self-propelled, or drawn by mechanical, animal or human agency – this includes all "motorized" non-motor vehicles such as scooters.

Adults of 18 (Eighteen) years of age and over that holds of a valid current license which would permit him to drive such vehicle upon a public road within the Cape Province is entitled to drive on the Estate.

### **7.1 VEHICLES**

7.1.1 No vehicles shall enter or leave the Estate at any point other than through the entrance gates, except in special circumstances and then only with the consent of, or at the discretion of the FMHA.

7.1.2 All vehicles entering the Estate shall stop at the said entrance.

7.1.3 No vehicle shall enter the Estate unless admitted thereto by the guard on duty at the said gate, except where the FMHA has registered the individual on the biometric system or issued an access card enabling such individual to operate the vehicle entrance gate themselves.

7.1.4 No individual shall permit the use of such access card for operating the said vehicle entrance gate by any other person.

7.1.5 Vehicles having a gross vehicle weight in excess of 10 (Ten) tons shall not be permitted to enter the Development, except with the consent of the FMHA, who may in his

discretion refuse such consent or lay down such conditions in granting such consent as it may deem fit.

## 7.2 GOLF CARTS

- 7.2.1 Golf carts shall be driven only by persons of 18 (Eighteen) years of age and over and no person shall drive any vehicle at any place within the estate unless they are a holder of a valid current license which would permit them to drive such a vehicle upon a public road within the Cape Province.

Application can be made for a person of 16 (Sixteen) years or older, who do not hold a valid driver license as mentioned above, permitting them to drive a golf cart on the Estate. Such person must complete a driver's course, including written test, with a Competence Officer appointed by the FMHA. On completion of such a course, a competency card will be issued to such a person. The cost of the card will be for the member's account.

Members that have given their consent for a person of 16 (Sixteen) years of age or older, not holding a valid driver license, will be required to sign a document indemnifying the FMHA and verifying that they have given permission that the golf cart may be used by the person. The Member will be required to provide proof from their insurer that the person applying for their competency is covered by the owners insurance.

- 7.2.2 No privately owned golf carts are allowed on the golf estate without prior registration with the FMHA. Registration will be indicated by a registration number (obtained from the FMHA) being displayed on both sides of the golf cart.
- 7.2.3 No advertisement of any nature may be put on a golf cart, except for the approved Fancourt logo and golf cart number.
- 7.2.4 Only 2-seater and 4-seater golf carts that are white or cream in colour / beige, battery operated and of an approved make will be allowed at Fancourt. No metallic colours will be allowed.
- 7.2.5 The maximum raised suspension allowed is 300mm from the ground to the bottom of the golf cart. The maximum tyre size allowable is 21 x 10.5 x 12.
- 7.2.6 Golf cart rain-covers are limited white PVC and 'sambulela' beige canvas
- 7.2.7 No person shall drive any golf cart or vehicle on any road within the Development at a speed in excess of 15 (Fifteen) km per hour on golf cart driveways and 40 (Forty) km per hour on road.

7.2.8 No person shall drive any golf cart at any place within the Development, except:

7.2.8.1 Upon any golf cart driveway in the Development;

7.2.8.2 Upon any driveway within a residential lot; and

7.2.8.3 Upon the golf course itself and upon any road or track not referred to above, especially designated by the FMHA as being for vehicular use on a plan of the Development to be posted in the office of the FMHA for general information, and by means of appropriate signs.

7.2.9 Members are advised that it is illegal to drive a golf cart outside the Estate and to do so is entirely at own risk.

7.2.10 Drivers of golf carts shall at all times give fair consideration to each other and utilize the lay-byes provided for purposes of passing other golf carts using the golf cart driveways in the Development.

### 7.3 SCOOTERS (MOTORBIKE TYPE)

A scooter would be defined as any adult size motorbike type vehicle that's specifications exceed the definition of an E-bike in wattage of the motor and maximum speeds achieved.

*South African law (SABS 311/2007) defines that a bicycle that looks like a cycle, with its primary means of propulsion is by pedal, but has an electrical motor, not exceeding continuous 250w, for assistance, that cuts out at 25.4 kph, weighing less than 40 kg, IS A BICYCLE.*

7.3.1 Any motorized" non-motor vehicles such as electric scooters, that are unlicensed must be registered with the FMHA. Registration will be indicated by a registration number (obtained from the FMHA) being displayed on both sides of the vehicle.

7.3.2 No advertisement of any nature may be put on an electric scooter, except for the approved Fancourt logo and vehicle number.

7.3.3 No person shall drive any electric scooter or vehicle on any road within the Development at a speed in excess of 15 (Fifteen) km per hour on golf cart driveways and 40 (Forty) km per hour on road.

7.3.4 Only scooters that are white or cream in colour / beige, battery operated and of an approved make will be allowed at Fancourt. No metallic colours will be allowed.

7.3.5 No person shall drive any electric scooters at any place within the Development, except:

7.3.5.1 Upon any golf cart driveway in the Development;

7.3.5.2 Upon any driveway within a residential lot; and

7.3.5.3 Upon the golf course itself and upon any road or track not referred to above, especially designated by the FMHA as being for vehicular use on a plan of the Development to be posted in the office of the FMHA for general information, and by means of appropriate signs.

7.3.6 Members are advised that it is illegal to drive unlicensed vehicles outside the Estate and to do so is entirely at own risk.

7.3.7 Drivers of electric scooters shall at all times give fair consideration to each other and utilize the lay-byes provided for purposes of passing other road users using the golf cart driveways in the Development.

7.3.8 Shall be driven only by persons of 16 (Sixteen) years of age and a holder of a valid current license which would permit them to drive such a vehicle upon a public road within the Cape Province.

#### 7.4 GENERAL

7.4.1 The riding of unlicensed motor bikes (scramblers) and quads are prohibited on any part of the Estate.

7.4.2 Skateboards, in-line skates, roller skates, bicycles, self-balance scooters, segways and such like are a matter of concern to drivers when encountered on roads. In the cause of safety parents are obliged to instruct their children to pause in their activity and move off the road as soon as a vehicle approaches. Parents are further responsible for making sure that their children are wearing the correct protective gear. Children doing any of the above do so at their own risk and are the responsibility of their parents. No riding around after sundown.

7.4.3 If considered necessary or desirable to do so, the FMHA may impose temporary or permanent speed other than referred to above upon such golf cart driveways and roads or portion thereof as it may deem fit.

7.4.4 In the event of the FMHA imposing a speed limit upon any golf cart driveway or road, or portion thereof, it shall be erected at the commencement of such area or road, a sign setting up such lower speed limit, and such lower speed limit shall apply upon that road for the length thereof until a further sign erected by the FMHA removes such lower speed limit.

7.4.5 The FMHA may, by means of appropriate signage designed specifically for the Development, give such direction as to the use of roads or any portion thereof, as it

in its discretion may deem fit, and failure by any person to obey the same and give effect thereto, shall constitute a contravention of these House Rules.

- 7.4.6 No person shall drive or ride any vehicle in the Estate such a manner that would constitute an offence under the Cape Traffic Ordinance aforesaid.
- 7.4.7 Pedestrians shall have the right of way at all times within the Development and vehicles shall be brought to a stop whenever necessary to enable pedestrians to enjoy such right of way.
- 7.4.8 No trailers, trucks, boats or caravans shall be brought into the Development, except with the consent of, and subject to, such conditions as may be laid down by the FMHA.
- 7.4.9 No helicopter or any means of aerial conveyance may be landed on the Estate. In case of emergency permission needs to be granted by FMHA or Plattner Golf (Pty) Ltd, however only if authorization is granted by South African Civil Aviation Authority.
- 7.4.10 No unmanned aerial vehicles (i.e. drones) may be flown on the Estate, without prior approval from the FMHA.
- 7.4.11 No person shall store, park or leave unattended any golf cart or vehicle in any place in the Development, except:
  - 7.4.11.1 in a structure designed for the use as a golf cart garage or carport;
  - 7.4.11.2 in any area designated for the purpose by the FMHA by means of any appropriate sign or lay-bye designated as such by means of an appropriate sign;
  - 7.4.11.3 where lines are marked on the surface of any parking area demarcating parking spaces within that area, no golf cart or vehicle shall be parked in such a manner that any portion thereof protrudes over any such line;
  - 7.4.11.4 parking on sidewalks and open lawn areas are prohibited.

## **8. OPEN SPACE**

- 8.1 No person shall use or conduct himself upon such open space within the Development in such manner as may, in the opinion of the FMHA, detrimentally affect the open space or any of the amenities thereof.

- 8.2 No persons shall use any open space within the Development in any manner which may unreasonably interfere with the use and enjoyment thereof by any other persons in the Development.
- 8.3 No persons shall discard any litter or any item of any nature whatsoever at any place in the Development other than in such receptacles and in such places as may be set aside for the purpose and designated as such by the FMHA.
- 8.4 No camping shall be permitted.
- 8.5 No fire shall be lit anywhere in the Development, except in such places as may be designated for such purposes by the FMHA and in a properly constructed fireplace or braai.
- 8.6 No person shall anywhere in the Development disturb, harm, destroy or permit to be disturbed, harmed or destroyed any wild animal, reptile or bird.
- 8.7 No person shall anywhere in the Development disturb, harm, destroy collect any plant material, whether living or dead, save with the consent of or on the instructions of the FMHA. No person shall indulge in gardening or landscaping upon property in the scheme, without the express prior agreement of the FMHA in regard to the nature and extent of such gardening or landscaping activity. No person shall, unless authorized thereto by the FMHA pick or plant any flowers or plants in the scheme and, in particular, around the various erven/homes.
- 8.8 Subject to any law including, without affecting the generality of the foregoing, any regulation made in terms of the Environment Conservation Act No 73 of 1989, or any permit granted under or in terms of the said Act or the Environment Conservation Act No 100 of 1982, the FMHA shall be entitled to prohibit access to any part of the open space if it deems it desirable so to do for the preservation of the natural flora and fauna, and no person shall enter any such area without the consent of the FMHA.
- 8.9 No trail or path in the open space shall be used, except by pedestrians, unless specifically designated for some other use by the FMHA.
- 8.10 For purposes of paragraph 7 above, "open spaces" shall mean any area in the Development not covered by a building.
- 8.11 Except insofar as the discharge of firearms might be linked to some authorized sporting or security activity within the scheme, no person shall anywhere in this scheme discharge any airgun or pistol.



- 8.12 No fireworks of any kind may be set off anywhere on the Estate unless agreed to by the Plattner Golf (Pty) Ltd or the FMHA.

## **9. DAMS AND RIVERS**

- 9.1 No person shall launch upon any dam or river in the Development any craft of any description, powered by a motor or otherwise, save and except with the consent of the FMHA.
- 9.2 No person shall fish in any dam or river within Fancourt, except in areas specially designated by the FMHA or Plattner Golf (Pty) Ltd.
- 9.3 No person shall pollute or permit the pollution of the dams or rivers within the Development by any substance which may in any manner be injurious to any plant or animal or which may in any way be unsightly.
- 9.4 No person shall discard any litter or any article of any nature whatsoever in the dams and rivers within the Development.
- 9.5 No swimming will be allowed in any of the dams on the estate.

## **10. LANDSCAPING**

- 10.1 A number of garden services are available and the homeowner will be directly responsible for these costs, which are not included in the levy.
- 10.2 All gardens must be maintained to the standards required on the Estate. Should this not be adhered to, the FMHA will employ any of the above garden services and charge the homeowner therefore.
- 10.3 Boreholes are strictly prohibited.

## **11. ELECTRICITY SUPPLY**

- 11.1 Plattner Golf (Pty) Ltd shall take all reasonable precaution to procure and maintain a suitable plant for the distribution of electricity to secure to its consumers a constant supply of electricity, but does not guarantee that same will always be maintained, and shall not be liable for damages, expenses or costs caused to the consumer from any interruption in the supply, variation of voltage, variation of frequency, any failure to supply a balance three phase current or failure to supply electricity, unless the said interruption or failure is due to the negligence of the FMHA and Plattner Golf (Pty) Ltd failing to carry out its obligation aforesaid.

- 11.2 In no case shall the FMHA and Plattner Golf (Pty) Ltd be liable for any failure, variation or interruption that may be due to the injury or destruction of the buildings or plant belonging to it by storm or fire through or during a time of riot, of civil commotion due to strikes of workmen or lockout by employers, whether such strikes or lockout be on the premises of Plattner Golf (Pty) Ltd or FMHA, or at the works of any suppliers of materials necessary to them, or at any transport business required to transport necessary material for Plattner Golf (Pty) Ltd or FMHA. Plattner Golf (Pty) Ltd nor the FMHA shall further not be liable for any failure, variation or interruption of supply to the consumer due to any failure, variation or interruption of the supply to it from the Supply Authority or Eskom.
- 11.3 Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.
- 11.4 The FMHA and Plattner Golf (Pty) Ltd do not undertake to attend to a failure of supply due to a fault in the electrical installation, except when such failure is due to the operation of the service protective device. When any failure of supply is found to be due to a fault in the electrical installation, or to the faulty operation or apparatus used in the connection therewith, the FMHA or Plattner Golf (Pty) Ltd shall have the right to charge the consumer the fee as prescribed by them for each restoration of the supply, in addition to the cost of making good or repairing any such damage which may have been done to the service main and charge for such fault or faulty reparation as aforesaid.
- 11.5 No person shall in any manner for any reason whatsoever tamper or interfere with any meter or service connection or service protection device or mains supply.
- 11.6 No person, other than a person specifically authorised thereto by the FMHA or Plattner Golf (Pty) Ltd in writing, shall directly or indirectly connect, attempt to connect or cause to be connected any electrical installation or part thereof to the supply mains or service connection.
- 11.7 Plattner Golf (Pty) Ltd may, without notice, disconnect any premises temporarily for the purposes of effecting repairs or carrying out tests, or for any other legitimate purposes.
- 11.8 Plattner Golf (Pty) Ltd shall further not be held liable for any fluctuations in voltage caused by variations in the Municipal supply over which it has no control.
- 11.9 The meter(s) shall be read on a monthly basis by Plattner Golf (Pty) Ltd, and this account rendered to the owner as part of the monthly charges. Under no circumstances shall any rebate be allowed on the account for electricity supplied and metered in respect of electricity wasted due to leakage or any other fault in the electrical installation.

- 11.10 The financial obligation of the FMHA and Plattner Golf (Pty) Ltd only applies to the point where the water enters the shut-off valve on the property and in the case of electricity, at the isolator switch in the kiosk. Any work to be done from these mentioned points to the house, will be for the account of the owner of the property.

## 12. SECURITY

- 12.1 In the interest of providing an effective security system, the FMHA security protocol must be adhered to at all times. Members, Owners and visitors are requested to always treat the security personnel in a co-operative and patient manner
- 12.2 No person shall do anything which is, or might be, prejudicial to other Members/residents within the Development and Members are to report incidents affecting security to the Operations Manager of the FMHA or Security.
- 12.3 In order to facilitate security measures within the Development, all persons shall report their arrival and departure to the FMHA in writing on the forms provided.
- 12.4 Access to the residential properties will be controlled at the entrance gate by security. Security should be kept informed of the arrival and departure of all guests who will visit Members.
- 12.5 Members, Owners and tenants are responsible for the vetting and behaviour of their visitors. Visitors will not be subject the same stringent security requirements as contractors i.e. identity verification, searching and limited access hours. Therefore care should be taken not to arrange access for contractors as visitors as this will make the person arranging access responsible for the stringent security measures that would otherwise have been applied by the FMHA and liable as well as any incident that may incur.
- 12.6 Security will have the right to deny access to visitors and contractors if their arrival has not been prearranged and cannot be confirmed.
- 12.7 All Members, tenants and visitors who reside on the Estate for more than seven days must, within the first seven days of taking up residence on the Estate, register on the biometric system. Registration is done at the FMHA offices at the Cape Dutch entrance. One access card will be issued as a last resort to individuals whose fingerprint will not register on the biometric reader.
- 12.8 Individuals that make use of an access card for entry into the Estate shall ensure that the access card is at all times, kept in a safe place, and shall immediately notify the Estate Manager and the Operations Manager in writing of any loss of an access card. An access

card may only be used by the individual that it is registered to. The FMHA reserve the right to cancel access cards that are not used properly.

12.9 Members, Owners and visitors are to note that all security systems, including the perimeter walling and electric fencing, serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate.

12.10 The FMHA and its Directors shall not be liable for any injury, loss or damage to any person or property arising from any causes whatsoever including, without limitation thereto, the negligence of any of the security personnel, the failure of any security measures or the intentional acts of any agents, employees or appointees.

### **13. ACCOUNTS**

13.1 Levies are payable in advance and must be settled within 7 (Seven) days after date of statement. Levies are payable either by monthly debit order or annually. Should a member opt to pay annually, a 5% discount will be applied.

13.2 It is required that members sign a debit order for payment of levies and utilities simultaneous with signing the sales documents.

13.3 A Tempore morae interest will be charged on all outstanding accounts after 30 (Thirty) days. If the account has not been settled in full within 7 (Seven) days after notice has been given of the outstanding amount, the FMHA will have the right to suspend all services and Member privileges as provided for in the Memorandum of Incorporation.

### **14. BEHAVIOUR UNBECOMING**

Members their families and guests must observe quiet and proper decorum in all parts of the Estate. Any persons conducting themselves in an unbecoming manner will be addressed by Management and reported to a disciplinary Committee for such action as may be deemed appropriate.

### **15. GOOD NEIGHBOURLINESS**

15.1 In the event of annoyance, aggravation or complaints occurring between members, an attempt should be made by the parties concerned to settle this matter between themselves. This should be done with consideration and tolerance. If the dispute cannot be resolved between parties, the dispute should be brought to the attention of the FMHA, in writing, if an interpretation of the Rules is required. Such decision of the FMHA will be binding on the Members concerned.

15.2 There is no obligation on the FMHA to arbitrate or otherwise become involved in any disputes between its members, save in the event that an interpretation of the Rules is requested, when such interpretation will be within a reasonable time.

## 16. BREACH

16.1 If, in the opinion of the directors, any Member ('the offender') breaches or fails to comply with any of these rules, then and in such event:

16.1.1 subject to 16.1.3, the directors shall furnish the offender with a written notice calling on him to remedy or rectify such breach or failure within a specified period, which period shall be reasonable in the circumstances;

16.1.2 if the breach or failure is not remedied or rectified within the specified period, then, subject to 16.2, the directors may impose on the offender any of the sanctions recorded in 16.5 and proceed in terms of 16.6;

16.1.3 if the breach or failure is not capable of being remedied or rectified, then, subject to the directors may by written notice to the offender, impose on him any of the sanctions recorded in 16.5.

16.2 If the offender disputes that he has breached or failed to comply with the rules, then:

16.2.1 in the case of a notice given in terms of 16.1.1 and within the specified period, the offender shall advise the FMHA in writing that he disputes the decision of the directors and give his reasons for so disputing such decision;

16.2.2 in the case of a notice given in terms of 16.1.3, within 7 (Seven) days of receipt of such notice, the offender shall advise the FMHA in writing that he disputes the decision and give his reasons for so disputing such decision.

16.3 If a dispute is declared pursuant to 16.2, then:

16.3.1 the Board shall appoint a committee of 3 (Three) directors to determine the dispute;

16.3.2 reasonable notice shall be given to the offender of the time and date on which the dispute shall be determined;

16.3.3 the Board shall determine the manner and procedure according to which the dispute shall be determined, provided that the principle of natural justice shall be observed;

16.3.4 neither the offender nor the FMHA shall be entitled to legal representation at the hearing of the dispute;

- 16.3.5 the decision of the committee shall be final and binding and not subject to any appeal and capable of being made an order of court.
- 16.4 If a dispute is not declared in terms of 16.2, then the sanction imposed by the directors in terms of either 16.1.2 or 16.1.3 shall immediately come into effect.
- 16.5 The sanctions which may be imposed by the directors or the committee appointed in terms of 16.3.1 shall be:
- 16.5.1 in the case of a contravention of rule 3, a penalty not exceeding R500.00 (Five Hundred Rand);
- 16.5.2 in the case of a contravention of rule 7.2 above, such penalties as determined and published in the Golf Cart Policy from time to time, and in the case of a contravention of any other rule:
- 16.5.2.1 a penalty of not less than R1 000 (One Thousand Rand) nor more than R100 000 (One Hundred Thousand Rand); and
- 16.5.2.2 at their discretion, suspension for such period as is deemed fit, of the Membership of the Member of the Fancourt Country Club.
- 16.5.3 In the case of any deviation in terms of the Building Guidelines (which will include building without approved plans), a penalty up to R5 000 000 (Five Million Rand) may be imposed on the contravening party in the discretion of the Board.
- 16.6 If the breach is one which is capable of being remedied or rectified and the Member fails to comply with the notice in terms of 16.1.1, then the Association may, in addition to imposing sanctions on the offender, do all things necessary to remedy or rectify the breach and recover the cost thereof from the Member.
- 16.6.1 Any fine imposed upon any Member or amount due by any Member in terms of 16.6 shall be deemed to be a debt due by the Member to the Association and shall be recoverable by ordinary civil process.
- 16.6.2 In the event that it becomes necessary for the FMHA to proceed against the Member by ordinary civil process, then, in such an event the Member shall be obliged to pay all legal costs, including collection commission incurred by the Association as between attorney and own client.
- 16.7 In the event of a member not agreeing with any of the above Rules or any management procedure of the FMHA and should any member initiate any arbitration procedures or anything resulting in the FMHA having to obtain legal advice, the FMHA will be entitled to

recover any legal costs incurred by it, should it be found that the Rules and management procedures are fair and just.

Nothing in these rules shall derogate from the rights of the directors in terms of paragraphs 8, 12 and 13 of the Memorandum of Incorporation.

#### **17. LODGE TELEPHONE**

- 17.1 Units are supplied with telephones which are routed through the hotel switchboard.
- 17.2 Telephones will only be activated when the Member or Guest checks in at the Hotel.
- 17.3 A monthly rental will be charged by the FMHA for each digital and analogue point in the unit. Some of these lines may be removed, subject to the need for a similar line by the FMHA or the Hotel. Members will remain accountable for all lines until they have been removed.

#### **18. EXEMPTION FROM LIABILITY**

- 18.1 The FMHA, 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 of derogating from the above, all entrants to the Estate make use of the roads thereon, whether public or private, at their own risk.
- 18.2 Whilst every effort is made to secure the Estate, the FMHA and all its 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.

#### **19. JOINT & SEVERAL LIABILITY**

When any Owner is a Juristic Person or a Trust, the member, director or trustees thereof shall be jointly and severally liable in respect of any obligation owed in terms of these Rules.

#### **20. ESTATE DIRECTORY**

Persons who may be contacted in the event of assistance being required:

##### **ESTATE MANAGER - FANCOURT MASTER HOMEOWNERS' ASSOCIATION**

For queries relating to strategy, House Rules, Memorandum of Incorporation, budgets, general meetings or committee meetings.

##### **CHAIRMAN OF THE HOMEOWNERS' ASSOCIATION**

For all areas of enquiry or concern relating to the FMHA.

CANTON REPRESENTATIVES

For all areas related to a specific Canton

OPERATIONS MANAGER – FANCOURT MASTER HOMEOWNERS' ASSOCIATION

For queries relating to security, external maintenance, landscape maintenance, and environmental problems.

BUILDING CONTROLLER

For queries relating to an alteration affecting the exterior of a residence or construction on the Estate

RESIDENTIAL COORDINATOR

For queries relating to internal maintenance, domestic situations, insurance claims and notice prior to arrival.

FMHA FINANCIAL ADMINISTRATOR

For queries relating to levies, supply and any account related queries.

FANCOURT COUNTRY CLUB GOLF COMMITTEE

For all areas of enquiry relating to the golf courses.

HOTEL MANAGER - ROOMS

For all areas of enquiry or concern within the Hotel.

HOTEL MANAGER – FOOD AND BEVERAGE

For all areas of enquiry or within the restaurants and bars.

PLATTNER GOLF FINANCIAL ADMINISTRATOR

For queries relating to golf subscriptions and hotel account related queries.