



ROYAL ALFRED MARINA HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS APPLICABLE IN THE MARINA COMPLEX

INTRODUCTION

Living on our Marina means being part of a community of people who share a secure, high quality lifestyle. These rules are intended to provide a means of protecting this lifestyle through an acceptable code by which members may live together, reasonably and harmoniously.

The Excom of RAMHOA in terms of Clause 7.5.2.6 of the Constitution is given the task of making rules for the management, control, administration, use and enjoyment of the Marina.

It is, however, only genuine respect and consideration on the part of all residents, for all fellow residents, that will ensure that all live contentedly and harmoniously on the Marina.

In the event of differences or annoyances, the parties involved should attempt, as far as possible, to settle the matter between themselves, exercising respect, tolerance and consideration.

(21/12/2021)

Should the parties concerned be unable to resolve any dispute, then the member may make an application to the General Manager for the appointment of a Dispute Resolution Committee as contemplated in Section 38 of the CSOS Act 9/2011 as set out hereunder.

(19/12/2017)

The Community Schemes Ombud Services Act 9 of 2011 is now applicable to RAMHOA.

It is therefore felt that the Dispute Regulations which we have, be added to so as to follow the spirit of the aforesaid Act.

It be resolved to add the following based on Section 38 of the said Act as well as Section 47 of the Act to incorporate into our rules.

Section 38

- (1) Any member may make an application for the appointment of a dispute resolution committee if such member is affected materially by a dispute.
- (2) An application must be –
 - (a) made in writing; and be
 - (b) lodged with the General Manager.
- (3) The application must include statements setting out –
 - (a) the relief sought by the applicant, which relief must be within the scope of one or more of the prayers for the relief contemplated in Section 39 of Act 9 of 2011;
 - (b) the name and address of each person the applicant considers to be affected materially by the application; and
 - (c) the grounds on which the relief is sought.

Conciliation

Section 47 (21/12/2021)

On acceptance of an application and after receipt of any submissions from affected persons or responses from the applicant, if the General Manager considers that there is a reasonable prospect of a negotiated settlement of the disputes set out in the application, he must refer the matter to a conciliation committee appointed by Excom. If such conciliation is unsuccessful then the Chairman must refer the dispute to the Ombudsman for adjudication as provided for in Section 58 of the CSOS legislation.

1. PROMULGATION OF RULES:

All members are expected to abide by these rules. For the purpose of these rules “member” means a Purchaser, Co-owner, Trustee, Lessee, Family Member and Invitee.

1.1 Contravention of Rules by “Others”:

Any contravention of the rules by any person who gains access to the Marina under the authorisation of a member shall be deemed to be a contravention by the member.

2. DESIGN GUIDELINES: (19/12/2016)

The design and construction of all new buildings, walls, extensions, alterations, hard landscaping and the like must conform to the Design Manual issued by RAMHOA and be approved by Archcom and the Local Authority prior to any work being commenced. A copy of the Design Manual is obtainable from the Marina office.

All new dwelling construction is to be registered with the NHBRC in terms of the Housing Consumer Protection Measures Act of 1998.

3. THE USE AND OCCUPATION OF A UNIT:

(Note: “Unit” means land, stand, dwelling, and outbuilding)

3.1 Use of a Dwelling (21/12/2021):

A unit may be used for residential purposes only. No trading whatsoever will be permitted. Business operations that necessitate staff or clients gaining access to the Marina will not be allowed without the consent of Excom.

3.2 Working from Home (21/12/2021):

Working from home may be permitted by Excom.

3.3 Drying of Washing (21/12/2021):

Items of washing must not be visible from the roads, river or from the canals, and must be screened from the direct view of neighbours.

4. THE UPKEEP AND MAINTENANCE OF RESIDENCES AND PROPERTIES:

4.1 General House Maintenance:

The exteriors of every residence, including boundary walls, driveways, etc. must, at all times, be maintained by members in a clean, tidy and appropriately repaired and painted state.

4.2 Standard of House Maintenance:

Where, in the opinion of Excom, the condition of a unit is not up to the required standards, Excom shall give written notice to the member to carry out the necessary improvements within a specified time.

4.3 Maintenance of Canal Walls:

Maintenance of the canal walls is the responsibility of the member as stated in Clause B15 of the Title Deeds. The member must ensure that canal walls abutting his property are properly maintained in keeping with aesthetic standards and specification as laid down by Archcom.

4.4 Failure to Comply: (20/12/2022)

If a member fails to carry out maintenance work that has been reasonably requested, Excom will be entitled to impose an appropriate fine and to carry out that work and to recover the costs from the member. These costs will be considered as part of the levy due by the member.

5. THE UPKEEP AND MAINTENANCE OF GARDENS:

5.1 General Garden Maintenance: (21/12/2010)

RAMHOA does not provide a garden maintenance service.

5.1.1 Where members choose to make use of an external garden service provider they should select one of the 5 contractors screened and selected by Excom for that purpose. Names and contact details are obtainable from the General Manager.

No other garden service provider will be allowed access to the Marina with effect from 1 October 2011.

5.1.2 Other external contractors may be used for the initial landscaping or subsequent renovation of gardens.

5.2 Garden Standards:

Where in the opinion of Excom the condition of a garden is not up to the required standards of the Marina, the Association shall give written notice to the member to carry out the necessary improvements within a specified time. Garden refuse will be collected at times specified by Marina management. Large items must be reduced to reasonable size and may only be put out for collection on days of the week specified by Marina management.

5.3 Failure to Comply: (20/12/2022)

Should a member fail to carry out such work as requested, Excom will be entitled to impose an appropriate fine and to carry out that work and to recover the reasonable cost thereof from the member, which amount shall be deemed to be part of and additional to the levy due by the member.

6. THE RIGHT TO KEEP, AND THE CONTROL OF, PETS/ANIMALS:

Members must comply with the Local Authority by-laws relating to pets.

6.1 Dogs must be kept in an adequately contained area within the member's property and when outside said property must at all times be on a leash and under the control of a responsible person. Dogs are not allowed to run loose on the Marina. Stray pets without a name tag will be handed over to the SPCA or Municipal Pound. Costs incurred will be for the member's account.

6.2 Faeces deposited by pets on property belonging to the Marina or to other members must be removed immediately by the responsible member (for this purpose pet owners are advised to carry a Poop Scoop or plastic bag whenever walking their pets outside their own property).

6.3 Members may lease their property to tenants who keep dogs on condition that the premises are an appropriate size for this purpose.

6.4 (21/12/2021)

No dog (or other animal) which, in the sole opinion of Excom is considered dangerous or unsuitable either by virtue of its type or disposition, may be kept on the Marina.

7. SECURITY:

7.1 General Security Procedures:

7.1.1 (21/12/2009)

There is a 24 hour security service in the Marina provided either by RAMHOA's own security personnel or by a security service provider contracted by RAMHOA. Their duties/responsibilities are as specified in job descriptions/contracts but will include the control of access to the Marina, patrolling of roads and perimeter fences, safeguarding of members' properties, investigation of suspicious activities and responding to breaches in RAMHOA security systems and members' call-outs.

Members should, nevertheless in their own interests, remain vigilant and take the usual precautions such as locking doors, etc. (gatehouse security telephone number is 046 624 4887).

7.1.2 (21/12/2009)

When entering the Marina, members must stop at the security control gates/booms, and then proceed using their access device.

Should the member not have this device with him, or should the automatic system not be operating, then he will be given access by the guard on duty.

7.1.3 (21/12/2009)

Each member is responsible for the safekeeping and proper use of his individual access device. No unauthorised person may use the device.

7.1.4 Neither Marina management nor Security is obliged to take delivery of parcels, keys or other items. If prior arrangements for such delivery have been made, the risk and the responsibility will remain that of the member.

7.1.5 (21/12/2021)

The Marina residential properties shall not be used as a “staging point” or “stop over” for commercial/business activities (see also Clause 3.1) such as commercial fishing, boat cruises, dive schools, swimming coaching, canoe trails, hiking trails, nor bed and breakfast accommodation, etc. These activities represent additional security risks and an imprudent intrusion on the rights of other members.

7.2 Tenants:

(19/12/2012)

(Note: “Tenant” means any person other than immediate family of a member who occupies property on the Marina whether for reward or otherwise without the member himself being in occupation of that property.)

7.2.1 (21/12/2021)

Any member who wishes to let or otherwise permit a tenant to occupy a Marina property shall:

7.2.1.1 give the Marina Manager prior notice in writing of his/her intention including:

7.2.1.1.1 the description and street address of the property to be occupied;

7.2.1.1.2 the full names of the proposed tenant;

7.2.1.1.3 a copy of the photograph page of the Identity Document or valid passport of the proposed tenant;

7.2.1.1.4 the contact details (including e-mail address where possible) of the proposed tenant;

7.2.1.2 furnish the Marina Manager with the details of the commencement date and duration of the proposed occupation by the tenant.

7.2.2 Members may be required by RAMHOA to complete and sign appropriate documentation authorizing access to the Marina by tenants and their households.

7.2.3 (19/12/2012)

Tenants are the responsibility of the member concerned and are therefore liable for any damage, breakages or breach of rules and regulations caused by actions of tenants or tenants' visitors within the Marina. Members are requested to ensure, as far as possible, that their tenants are reputable persons who are willing to respect the secure, high quality lifestyle of Marina residents.

7.2.4 (19/12/2012)

Members must ensure that tenants have been made aware of, understand and comply with Marina rules and regulations.

7.2.5 (21/12/2021)

RAMHOA may charge the lessor an administration fee for the additional work to be done to maintain the desired level of security and general compliance. Such fee will be determined by Excom from time to time.

7.3 Visitors:

7.3.1 Members must take responsibility for the actions and behaviour of visitors entering the Marina under their authorization and ensure that they comply with Marina security procedures.

7.3.2 The gatehouse guard must be advised whenever guests are expected. Members should supply their names and telephone number. When visitors arrive unannounced the guard is instructed to telephone the resident being visited in order to get permission to allow the visitors access to the Marina. If the resident is unavailable, the visitor will not be allowed in.

7.4 Domestic Employees:

(For the purpose of these rules, Domestic Employees shall be defined as “any assistant” paid by the owner to perform household tasks such as cleaning, dusting, sweeping, washing, ironing, cooking, gardening, washing and cleaning of cars and boats and similar chores.)

7.4.1 All permanent employees, domestic workers, maids, general assistants, cleaners, gardeners etc., must be registered with Security via the Marina office.

7.4.2 (21/12/2009)

Members and their tenants should employ only bone fide South African citizens or foreigners with valid, current work permits. The Marina management will call for identity documents in each case.

Management and/or the security service provider reserve the right to undertake background checks, including a check on criminal records.

7.4.3 (21/12/2009)

Marina identity cards/tags will be issued to all permanent employees. They are required to collect these at the gatehouse on arrival, carry them on their persons thereafter, and to hand them back to the gatehouse on departure.

- 7.4.4 Permanent employees must use the recognized roads and pathways to get to their place of employment and are not permitted to wander around the Marina.
- 7.4.5 (21/12/2009)
Casual workers will be treated in the same manner as building contractors' staff and must be conveyed in and out of the Marina by members employing them. They are not permitted to make their own way to or from their place of temporary employment. Marina management and/or the security service provider reserve the right to call for identity documents and to undertake security checks on casual workers.
- 7.4.6 (21/12/2009)
Live-in permanent employees must be registered as such with the Marina office. They will be allowed freedom of movement on the Marina. All other rules and regulations governing permanent employees will apply.
- 7.4.7 21/12/2009)
Where it is necessary for permanent employees to leave or enter the Marina during the hours of darkness, members are requested to advise the gatehouse of these movements.
- 7.4.8 (21/12/2009)
Marina management will ensure that all employees of RAMHOA, including contracted security guards, are bone fide South African citizens or foreigners holding valid, current work permits.
- 7.4.9 (21/12/2009)
The security service provider will be responsible for the daily implementation of RAMHOA access rules. Where unusual situations, not covered by the above are encountered, a ruling will be made jointly between the service provider and the Marina manager.
- 7.4.10 Domestic staff wages must be paid directly to said staff by the member. Marina office staff may not make payments on behalf of members.
- 7.4.11 Domestic employees may not bring relatives, children or assistants onto the Marina while performing their duties.
- 7.4.12 Domestic employees are not allowed to receive visitors on the Marina.
- 7.4.13 (21/12/2009)
Members and their tenants are responsible for ensuring that their employees comply with all security requirements as well as with other rules and regulations of the Marina.

7.5 Builders' Employees:

Refer to the regulations for builders.

8. MARINA TRAFFIC RULES:

(23/12/2013)

The traffic rules applicable to the Marina's roads and all vehicles operated within the Marina are identical to the provisions of the current national road traffic legislation and the regulations promulgated there under, read with the relevant Ndlambe Municipal Regulations and By-Laws EXCEPT to the extent that such provisions are inconsistent with these Rules and/or would be unreasonable if applied within the Marina.

All persons using the Marina's roads do so at their own risk.

8.1 Operating Restrictions for Vehicles:

These restrictions apply to all vehicles, including buggies, quad bikes, golf carts, etc.

- 8.1.1 Motorized vehicles operated on the Marina must be licensed and roadworthy as required by the national road traffic legislation for use on public roads.
- 8.1.2 Persons operating any motorized vehicle anywhere on the Marina must hold a valid driver's licence appropriate for the type and category of vehicle driven.
- 8.1.3 Paragraph deleted (21/12/2021).
- 8.1.4 Paragraph deleted (21/12/2021).
- 8.1.5 Operating any vehicle in a manner that constitutes a danger or nuisance to any other person or property within the Marina is prohibited.
- 8.1.6 Any person who contravenes the provisions of this sub-rule shall, in addition to the sanctions contemplated by Rule 14, be liable for a monetary fine which may be imposed at the discretion of Excom.

8.2 Speed Limit: (20/12/2022)

The speed limit on the Marina is 30 kilometres per hour.

8.3 Right of Way:

Pedestrians must be given right of way.

8.4 Parking:

- 8.4.1 No person may park or stand any vehicle, trailer or boat in a manner inconvenient to any other member. Parking in the roadways is prohibited.
- 8.4.2 Caravans are not permitted on the Marina unless they are parked on private property and are not visible from the road or waterway, and provided that they are not occupied (i.e. are being used as accommodation by any person).
- 8.4.3 Vehicles, boats and jetties must not be repaired or dismantled on vacant stands or at the inconvenience of others. This must also not take place in direct view of the street and canal.

8.5 Helicopter Landings in the Marina:

(21/12/2010)

- 8.5.1 It is not within RAMHOA's jurisdiction to authorize helicopter landings on Marina property. As with any other residential areas members of RAMHOA, especially those who own helicopters, are expected to adhere to lawful procedures i.e. Civil Aviation Authority regulations and any other requirements e.g. of the local municipality.
- 8.5.2 Casual visitors wishing to land in Port Alfred should be able to make suitable arrangements with 43 Air School.
- 8.5.3 Marina property owners may not themselves authorize the landing of helicopters on their Marina property unless they have established beyond doubt that their property has been officially approved as a helicopter landing site by the Civil Aviation and other relevant Authorities. This includes ad hoc landings.

9. SPORT AND RECREATIONAL FACILITIES:

(21/12/2009)

Only paid-up members of RAMHOA are permitted to use the sport and recreational facilities. Guests of members may use these facilities with the approval of the member concerned. Members and guests using these facilities do so at their own risk. The behaviour of guests is the responsibility of the members concerned. Reservations must be made in advance at the gatehouse where the keys are kept, except as required for functions under Clause 9.4.1. Pets are not allowed on the facilities. Breakages caused by a member or invited guests will be for the account of the member concerned.

Breakages must be reported to the Marina manager.

9.1 Marina Swimming Pool:

- 9.1.1 Swimming will be allowed only between the hours of 06h00 and 21h00 each day.
- 9.1.2 Children younger than 10 years of age must be accompanied by an adult.
- 9.1.3 Pool furniture may not be removed from the facility.
- 9.1.4 People using the Marina pool must ensure that they do not create a disturbance to those residents living in close proximity to the pool. No one is allowed to use the pool in a manner that interferes unreasonably with the enjoyment of other users.
- 9.1.5 No pool cleaning equipment, pumps, piping, etc., may be used or removed by members, and only the appointed persons may operate the equipment.
- 9.1.6 Surfboards, cool drink cans, glassware, bottles and hard objects of any sort are totally prohibited in the pool.

9.2 Marina Tennis Court:

- 9.2.1 The tennis court and facilities must be left as members would like to find them.
- 9.2.2 Only suitable tennis shoes may be worn on the court.

- 9.2.3 On leaving the tennis court, players must ensure that the gate is locked and the keys returned to the gatehouse.
- 9.2.4 The tennis court may only be used between 07h00 and 22h00 each day.

9.3 Marina Squash Court:

- 9.3.1 The squash court and washrooms must be left as members would like to find them.
- 9.3.2 Only suitable, white soled shoes may be worn on the court.
- 9.3.3 On leaving the premises, players must ensure that all lights have been switched off, the door locked and the key returned to the gatehouse.

9.4 Marina Clubhouse:

9.4.1 (18/12/2014)

The Marina clubhouse and its facilities are owned and maintained by for the enjoyment of members and their invited guests.

All reservations of the clubhouse for private use must be made by a member in his or her own name with the Marina Manager. Reservations by members on behalf of non-members or external organizations shall be permitted at the discretion of the Marina Manager and/or Excom.

Reservations will be made on a first come, first served basis. Management may require members to complete suitable documentation (including an indemnity) covering their booking.

A deposit, in an amount determined by the Marina Manager and/or Excom from time to time, shall be paid to RAMHOA in order to confirm the booking. The money so paid shall be held as a deposit against loss or damage and may be forfeited wholly or in part should the under mentioned terms of this Rule not be complied with the satisfaction of the Marina Manager.

No charge is made for the booking and use of the clubhouse although a fee may be levied for cleaning/laundry where considered appropriate in the discretion of the Marina Manager.

- 9.4.2 Whilst RAMHOA is able to supply some glasses, crockery and cutlery, it does not undertake to meet the needs of the function for which the clubhouse is booked. This is the responsibility of the member making the reservation.
- 9.4.3 It is the responsibility of the member making the booking to make arrangements with the Marina Manager to obtain the keys for the clubhouse and cloakrooms.
- 9.4.4 Furniture, equipment, utensils and cutlery must not be removed from the clubhouse premises.
- 9.4.5 The playing of loud music or other excessive noise which may cause a disturbance to any other persons are not permitted.

- 9.4.6 No refuse from the function may be deposited in Marina canals or swimming pools.
- 9.4.7 The clubhouse facilities must be left as members would like to find them. It is expected that members and their guests will use common sense regarding water safety and cleanliness.
- 9.4.8 The member who makes the booking shall remain responsible to RAMHOA for the conduct of all persons attending the function for which the Clubhouse was booked. Such member shall also be liable for any loss of or damage to, RAMHOA's property and at the end of the function he/she shall be responsible for ensuring that all lights have been switched off, all external doors are locked and that all clubhouse keys are returned to the Marina Manager on the first business day following the function.

10. WATERWAYS OF THE MARINA: (21/12/2009)

The waterways in the Marina are the private property of RAMHOA. Signage placed at the entrance to the canals confirms this.

- 10.1 Members making use of the canals do so at their own risk.
- 10.2 It is a condition of the Title Deeds that members agree to abide by the rules and regulations governing boating and other activities on the Marina canals and the Kowie River. The licensing requirements as well as all rules and regulations pertaining to operating a boat as defined in the regulations for the control of the Kowie River, are applicable in the canals of the Marina.
- 10.3 In the interests of their own safety, swimmers in the canals should keep a look out for boats in case the person piloting the boat does not see them. Members swimming should do so in a conspicuous manner so that their presence is clear to those in boats. Members are advised that swimming in the canals at night is very dangerous.
- 10.4 The canals constitute a wake free zone. Boats on the canals must not exceed a walking pace speed, at the same time ensuring that a minimum wake is caused.
- 10.5 No person may jump off the bridges into the canals at any time.
- 10.6 No objects, sand, liquid or other foreign matter are allowed to be deposited in the canals.
- 10.7 (21/12/2009)
Fishing and gathering of bait in the canals by members and their tenants or guests is permitted provided licensing requirements, and regulations governing catches, etc., are adhered to.
- 10.8 (21/12/2009)
The general public are not permitted to anchor boats, gather bait or fish in the Marina canals. They are permitted to boat on the Marina provided they too observe the rules and regulations referred to in Clauses 10.2 and 10.4, i.e. the licensing requirements as well as the rules and regulations pertaining to operating a boat, wake free zones, etc.
The general public makes use of the Marina canals at their own risk.

10.9 (21/12/2009)

In the interests of conservation and of the preservation of canal walls, property owners will have jurisdiction over the pumping of prawns, etc., in that part of the canal immediately abutting their property.

10.10 (21/12/2009)

RAMHOA reserves the right to temporarily close any canals, at any time and for any reason whatsoever.

11. GENERAL:

11.1 Domestic Refuse, etc.:

11.1.1 The collection and removal of domestic refuse is under the control of the Local Authority and is carried out at times and frequencies determined by them.

11.1.2 All domestic refuse must be placed in black plastic bags provided by the member. On prescribed days, the bags must be placed on the sidewalk outside the residence, ready for collection. Bags must not be placed on the sidewalk on any other day.

11.1.3 Members must ensure that refuse is kept in a hygienic and dry condition in an acceptable container that does not cause inconvenience to other Marina residents.

11.1.4 When refuse is of such a size or nature that it cannot be removed by the normal service, the member must make a special arrangement for its removal with the Local Authority or a private contractor. The member is responsible for the cost of this removal.

11.1.5 Disposal of any domestic animal carcass is the responsibility of the member through private arrangements with the Local Authority. Costs for this are the responsibility of the member. No domestic animal carcass may be buried on the Marina.

11.2 General Conduct:

11.2.1 (21/12/2009)

Respect and general consideration by all members for all other members and all users of the Marina should be exercised at all times. Unacceptable behaviour of any nature (drunkenness or foul language in public areas, vandalism, quad bikes driven irresponsibly, etc.) which undermines the desired high quality of Marina members' lifestyle will not be condoned. In extreme cases management and/or security personnel may be asked to intervene.

11.2.2 RAMHOA shall not be liable for any loss, damage or accident that may occur within the precincts of the Marina.

11.2.3 (21/12/2009)

RAMHOA staff may not be employed for any private use by a member during their working hours. Employment of RAMHOA employees outside their working hours is a private arrangement between the employee and the member concerned. Rules detailed under Clause 7.4 apply also in this instance.

- 11.2.4 No signs of any kind may be erected if they are visible from the roads, river or canals, without prior approval of Excom.
- 11.2.5 Members must keep their properties free of termites, borer, mice, rats and other vermin and insects.
- 11.2.6 Hobbies or other activities that produce excessive noise, unpleasant odours or any disturbance to other members, are not permitted.
- 11.2.7 Members must ensure that all drains in their houses are kept in a sanitary condition and that no foreign bodies are flushed down the toilets.
- 11.2.8 No electricity generating plant, windmill or similar machinery may be used without the consent of Excom, however, provision may be made for the use of a generating plant in the event of emergencies and prolonged periods of interruptions to the supply of electricity which plant can be installed under conditions approved by Excom which may include, but not necessarily be limited to, aesthetics and noise pollution.
- 11.2.9 No boreholes or wells may be sunk on the property.
- 11.2.10 No outdoor aerials or similar structures may be erected without prior approval of Excom.
- 11.2.11 No existing trees, other than on private property, may be removed or damaged without the prior approval of Excom.
- 11.2.12 It is expected that members will exercise common sense as to the number of visitors that can conveniently be accommodated in each house without causing inconvenience to others or by placing undue strain on services such as sewerage, electricity, refuse collection and the like. Arrangements must be made to facilitate off-road parking for all visitors' vehicles.

11.3 Adverts/Publicity Material/Signage:

No private, religious or commercial advertising notices or brochures may be distributed or displayed around the Marina (this rule does not apply to legitimate notices to residents from the Association).

11.4 Hooting:

The use of car hooters within the Marina to beckon or attract residents or employees is prohibited.

11.5 Auction/Jumble/Garage Sales:

Any form of public auction or sale on any property within the Marina is prohibited (other than with the prior written permission of Excom).

12. LEVY PAYMENTS:

- 12.1 Members must ensure that all levies are paid on or before the first day of January, April, July and October of each year. Failure to pay the levy on the due date will result in interest, at a rate determined by Excom, being charged on all overdue accounts.
- 12.2 Members in arrears at the 7th of the month shall pay interest (at 3% above the current prime overdraft rate of the Standard Bank of South Africa), and such interest shall be applied to the full amount overdue, from the 1st of the month up until the date of payment.

- 12.3 Members still in arrears after 30 days must pay immediately on being billed the full amount overdue plus interest (at 3% above the current prime overdraft rate of the Standard Bank of South Africa) on the full overdue amount up until the date of payment.
- 12.4 Members in arrears after 60 days will have their overdue account and the full interest on this handed over for collection and possible legal action. Any cost incurred by these proceedings and all additional interest up to the date of final settlement will be for the member's account (any interest on, or collection fees for overdue levies shall be considered to be part of the levy and treated as such).
- 12.5 In exceptional circumstances, where any member may have a singular problem regarding payment of dues, he may approach the Association with a request for special consideration and/or temporary relaxation of the above rules. Consideration of this, as well as any decision resulting from it, will be entirely at the discretion of Excom.
- 12.6 Levy amounts may not be reduced to offset against real or, partial or non-provision of services nor for any other reason unless previously discussed and sanctioned by Excom.
- 12.7 Members who are “away” at month end must make arrangements to ensure that the levy is paid by due date (being “on holiday”, “away overseas” or “away on business” and similar excuses are not acceptable reasons for late payment of levies).
- 12.8 Members are encouraged to effect payment by way of a direct debit order which can be signed for at the offices of the Association and which are controlled by the Association and submitted to the bank via the Association's monthly electronic advice. Members paying levies by direct debit, or who effect payment by the first working day of the applicable quarter, receive a 2,5% discount on their levies.

13. LEVY CLEARANCE CERTIFICATE: (21/12/2011)

- 13.1 Whenever a member's property is sold or ownership or an interest therein is otherwise transferred; the member is required to ensure that the Sale Agreement or other instrument by which ownership is transferred specifies that the transfer of ownership is made subject to a written certificate being obtained from the ROYAL ALFRED MARINA HOMEOWNERS' ASSOCIATION (RAMHOA) that, as at the date of registration of transfer, all moneys due to RAMHOA in respect of the property being sold, have been paid or that provision has been made to the satisfaction of RAMHOA for the payment thereof.

13.1.2 Deleted (19/12/2012).

14. FAILURE TO COMPLY WITH RULES:

Failure by an owner to comply with any provisions of any rules may result in:

- 14.1 A call for an explanation and/or an apology; and/or
- 14.2 A reprimand and a request to comply; and/or
- 14.3 A referral to a dispute resolution committee which can comprise of Excom and/or other members; and/or
- 14.4 (20/12/2022)

An application to the Courts for the enforcement of the rule(s). The actions to be taken and the penalties/fines imposed for breaches or contraventions of the rules shall be entirely at the discretion of Excom, the members of which will take due regard of the nature, circumstance and severity of each misdemeanor, breach or non-compliance.

14.5 (20/12/2022)

An appropriate fine being imposed.

14.6 (19/12/2016)

A system of punitive fining was introduced by the Association, to be applied against any member who fails to comply with any rule or regulation of the Association, of whatever nature, including any finding made by the Dispute Resolution Committee, based on the following:

- 14.6.1 After a written notice to a member from Excom, signed by the Chairperson on behalf of Excom, informing the member that a rule or regulation of the Association is not being adhered to and the member has failed, within 30 calendar days of the notice, to rectify the matter, a fine of (up to) R500 will be issued and added to the account of the member and will become due and payable immediately.
- 14.6.2 If after the issuing of a first fine in terms of 1 above the member has still failed to rectify the matter, a fine of (up to) R1 000 per each subsequent 30 calendar days period, or part thereof, will be issued and added to the account of the member and will become due and payable immediately.
- 14.6.3 If after three consecutive 30 calendar days periods referred to in 2 above, the member has still failed to rectify the matter, the procedure in 2 above will continue, but the fine will be increased (up to) R5 000 per 30 calendar day period.
- 14.6.4 In the event the member rectifies the matter raised by Excom and subsequently repeats non adherence to the same rule or regulation within a twelve month period, in addition to the application of the procedure in 1 to 3 above, an immediate fine of (up to) R10 000 will be added to the account of the member and will become due and payable immediately.
- 14.6.5 Should the nature of the matter be such that it is a one off occurrence e.g. speeding, or failing to stop at a stop street and the above procedure would be inappropriate, a one off fine of (up to) R1 000 for each matter will be added to the account of the member and will become due and payable immediately.
- 14.6.6 The amounts owing related to such fines will be considered a debt to the Association and subject to the same conditions as those applicable to outstanding levy payments.

In the operation of the above system, Excom's decision regarding any compliance or noncompliance with the rules and regulations by a member shall be final.

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(19/12/2017)

Section 39 of the said Act 9/2011 follows for ease of reference:

An application made in terms of Section 38 must include one or more of the following orders:

(1) In respect of financial issues –

- (a) an order requiring the association to take out insurance or to increase the amount of insurance;
- (b) an order requiring the association to take action under an insurance policy to recover an amount;
- (c) an order declaring that a contribution levied on owners or occupiers, or the way it is to be paid, is incorrectly determined or unreasonable, and an order for the adjustment of the contribution to a correct or reasonable amount or an order for its payment in a different way;
- (d) an order requiring the association to have its accounts, or accounts for a specified period, audited by an auditor specified in the order;
- (e) an order for the payment or re-payment of a contribution or any other amount; or
- (f) an order requiring a specified tenant in a community scheme to pay to the association and not to his or her landlord, all or part of the rentals payable under a lease agreement, from a specified date and until a specified amount due by the landlord to the association has been paid:

Provided that in terms of such an order –

- (i) the tenant must make the payments specified and may not rely on any right of deduction, set-off or counterclaim that he or she has against the landlord to reduce the amount to be paid to the association;
- (ii) payments made by the tenant to the association discharge the tenant's liability to the landlord in terms of the lease; and
- (iii) the association must credit amounts received from the tenant to the account of the landlord.

(2) In respect of behavioural issues –

- (a) an order that particular behaviours or default constitutes a nuisance and requiring the relevant person to act, or refrain from acting, in a specified way;
- (b) if satisfied that an animal kept in a private area or on common areas is causing a nuisance or a hazard or is unduly interfering with someone else's peaceful use and enjoyment of his or her private area or common area, an order requiring the owner or occupier in charge of the animal –
 - (i) to take specified action to remedy the nuisance, hazard or interference; or
 - (ii) to remove the animal;
- (c) an order declaring that an animal is being kept in a community scheme contrary to the scheme governance documentation, and requiring the owner or occupier in charge of the animal to remove it; or
- (d) an order for the removal of all articles placed on or attached illegally to parts of a common area or a private area.

(3) In respect of scheme governance issues –

- (a) an order requiring the association to record a new scheme governance provision consistent with a provision approved by the association;
- (b) an order requiring the association to approve and record a new scheme governance provision;

(c) an order declaring that a scheme governance provision is invalid and requiring the association to approve and record a new scheme governance provision to remove the invalid provision; or

(d) an order declaring that a scheme governance provision, having regard to the interests of all owners and occupiers in the community scheme, is unreasonable, and requiring the association to approve and record a new scheme governance provision –

(i) to remove the provision;

(ii) if appropriate, to restore an earlier provision;

(iii) to amend the provision; or

(iv) to substitute a new provision.

(4) In respect of meetings –

(a) an order requiring the association to call a general meeting of its members to deal with specified business;

(b) an order declaring that a purported meeting of the executive committee, or a purported general meeting of the association, was not validly convened;

(c) an order declaring that a resolution purportedly passed at a meeting of the executive committee, or at a general meeting of the association –

(i) was void; or

(ii) is invalid;

(d) an order declaring that a motion for resolution considered by a general meeting of the association was not passed because the opposition to the motion was unreasonable under the circumstances, and giving effect to the motion as was originally proposed, or a variation of the motion proposed; or

(e) an order declaring that a particular resolution passed at a meeting is void on the ground that it unreasonably interferes with the rights of an individual owner or occupier or the rights of a group of owners or occupiers.

(5) In respect of management services –

(a) an order requiring a managing agent to comply with the terms of a person's contract of appointment and any applicable code of conduct or authorisation; or

(b) an order declaring that the association does or does not have the right to terminate the appointment of a managing agent, and that the appointment is or is not terminated.

(6) In respect of works pertaining to private areas and common areas –

(a) an order requiring the association to have repairs and maintenance carried out;

(b) an order requiring the relevant person –

(i) to carry out specified repairs, or have specified repairs made; or

(ii) to pay the applicant an amount fixed by the adjudicator as reimbursement for repairs carried out or to be carried out in respect of the property by the applicant;

(c) an order requiring the association –

(i) to carry out, within a specified time, specified works to or on the common areas for the use, convenience or safety of owners or occupiers; or

(ii) not to carry out specified works;

(d) an order declaring that the association's decision to reject a proposal to make improvements on or alterations to common areas is unreasonable, and requiring the association –

(i) to agree to the proposal; or

- (ii) to ratify the proposal on specified terms;
 - (e) an order requiring the association –
 - (i) to acquire, within a specified time, specified property for the use, convenience or safety of owners or occupiers;
 - (ii) not to acquire specified property; or
 - (iii) to dispose of specified property, within a specified time;
 - (f) an order declaring that an owner or occupier reasonably requires exclusive use rights over a certain part of a common area, that the association has unreasonably refused to grant such rights and requiring the association to give exclusive use rights to the owner or occupier, on terms that may require a payment or periodic payments to the association, over a specified part of a common area; or
 - (g) an order obliging an owner or occupier to accept obligations in respect of a defined part of a common area.
- (7) In respect of general and other issues –**
- (a) an order declaring that the applicant has been wrongfully denied access to information or documents, and requiring the association to make such information or documents available within a specified time; or
 - (b) any other order proposed by the chief ombud.