

PECANWOOD COUNTRY CLUB

BOAT CLUB RULES



PECANWOOD
— ESTATE —
HOMEOWNERS ASSOCIATION

1. INTRODUCTION

- 1.1 The HOA has entered into a lease agreement with Country Heights Pecanwood Boat Club (Pty) Ltd (registration number: 1998/016769/07) in terms of which the HOA leases the property, being stand 470 on which the Boat Club is situated, and all the related facilities from Country Heights Pecanwood Boat Club (Pty) Ltd, and further in terms of which the HOA shall improve, maintain, operate, and manage the boat club and its related facilities.
- 1.2 The Company, being a subsidiary of the Pecanwood HOA NPC, shall conduct and regulate all activities relating to the boat club and related facilities for its own account.
- 1.3 The Company, in consultation with the HOA, may in terms of the Memorandum of the Company, make, repeal, amend and enforce rules for the use of the boat club and its related facilities.

2. INTERPRETATION

In these Club Rules, unless the context clearly indicates a contrary intention, the following words and expressions bear a meaning assigned to them and cognate expressions bear corresponding meanings:

- 2.1.1 “Annual Subscription” - such amount payable annually by a Club Member to subscribe for the privileges of Club Membership, which shall be determined by the Company, and which shall be due and payable on the first day of February each year;
- 2.1.2 “Club” – the boat club as defined in the Memorandum, to which these Club Rules pertain;
- 2.1.3 “Club Committee” - the committee as referred to **Error! Reference source not found.**below;
- 2.1.4 “Club Facilities” – all the facilities of the Club;

- 2.1.5 “Club Member” - any Person that has been duly admitted as a member of the Club in terms of these Club Rules;
- 2.1.6 “Club Rules” - these rules in respect of access to and use of, the boat club and its facilities, as made, amended, or repealed by the Company from time to time, as well as any other rules and regulations pertaining to the use of the Hartbeespoortdam that may be in force from time to time;
- 2.1.7 “the Estate” – the estate known as the Pecanwood Estate;
- 2.1.8 “Estate Rules” – the rules of conduct of the Estate;
- 2.1.9 The Company “Jaxson 942 PTY Ltd Registration Number 2016/527206/07” a for profit company duly incorporated in terms of the laws of the Republic of South Africa
- 2.1.10 “HOA” - the Pecanwood Estate Homeowners Association NPC (registration number: 1997/12330/08), a non-profit company with limited liability duly incorporated in terms of the laws of the Republic of South Africa.
- 2.1.11 “HOA Member” - a member of the HOA as defined in the Memorandum, or any individual person or Juristic Person who is the registered owner of a dwelling unit in the Sectional Title Scheme;
- 2.1.12 “In Good Standing” - means –
- 2.1.12.1 has paid all levies and charges due and payable to the HOA and/or the Club () and any interest thereon, or has made provision for payment thereof to the satisfaction of the HOA and/or the Club ();
- 2.1.12.2 has fulfilled any other financial obligation towards the HOA and the Club (), however and from whatever cause arising, or has

made provision for the fulfilment of such financial obligation to the satisfaction of the HOA and/or the Club (); and

2.1.12.3 is not in breach of any provision of the Memorandum, the Estate Rules, or these Club Rules;

2.1.13 “Juristic Person” – a juristic person as defined in the Companies Act (Act no. 71 of 2008);

2.1.14 “Memorandum” - the Memorandum of Incorporation of the Company;

2.1.15 “Person” – any individual person.

3. **NAME**

The name of the Club shall be the "Pecanwood Boat Club".

4. **STATUS OF THE CLUB**

4.1 The Club is a division of the Company, and is managed and operated by the Company

4.2 Club Members shall not be liable for any debts, contractual obligations, or any other liabilities of the HOA in respect of the Club and their liability towards the HOA shall be limited to any amounts outstanding for Annual Subscriptions and levies, penalties, and any other charges.

5. **OBJECTIVES**

The objectives of the Club are the following –

5.1 to operate, manage and maintain the Club Facilities;

5.2 to collect and raise funds on behalf of the Company by way of and any other fees and charges that the Company may determine, to ensure the continued viability of the Club;

- 5.3 to take all actions necessary to further and/or attain, or ancillary to, the above objectives.
- 5.4 to foster active interest in boating and to fulfil the needs of boat operations, launching, mooring and usage on the Hartbeespoortdam and to cater for the comfort and convenience of Club Members ashore and to promote good fellowship amongst Club Members.

6. **MEMBERSHIP**

6.1 Application and admission

- 6.1.1 Any person who applies to be a Club Member in the manner prescribed by the Company shall become a member upon approval.
- 6.1.2 Admission as a Club Member shall be in the sole and absolute discretion of the Company, who may either admit or refuse to admit any applicant as a Club Member without furnishing reasons therefore.

6.2 Privileges of Club Membership

- 6.2.1 Club Members shall be entitled to use all the Club Facilities, subject to any conditions and/or restrictions that the Company may impose in respect of such use, including but not limited to conditions and restrictions relating to –
- 6.2.1.1 access to the Club Facilities; and
- 6.2.1.2 payment of Annual Subscriptions any fees and/or charges for use of the Club Facilities.
- 6.2.2 Club Membership shall be effective for a period of 12 (Twelve) months, commencing on 1 March of every year and expiring on 28 February of the following year.

6.2.3 Renewal of a Club Member's membership shall be conditional thereto that the Club Member is In Good Standing with the HOA and the Company

6.3 Categories of Membership

6.3.1 Full Members: any Persons whose membership have been approved.

6.3.2 Family Members: the spouse of a Full Member, and their children under the age of 18 years. All rights relating to Family Membership will be vested in and limited to the Full Members.

7. **REGISTER OF MEMBERS**

The Club shall keep a proper register of all the Club Members.

8. **FEES**

8.1 Annual Subscriptions payable by the various classes of membership shall be as determined by the Company in consultation with the Club Committee in their sole discretion.

9. **PAYMENT OF AND ANNUAL SUBSCRIPTIONS**

9.1 The Annual Subscription shall be due on the 1st of April of every year.

9.2 In the event of non-payment of Annual Subscriptions by a Club Member, the Club Member will not be entitled to receive any benefits or privileges of Club Membership, but will nevertheless remain liable for such Annual Subscriptions.

9.3 Club Members must give written notice before 28 February of every year if they intend to terminate their Club Membership, failing which they will be liable for the Annual Subscription in respect of the following year.

- 9.4 The Company shall be entitled, in its sole discretion and in the event of a Club Member providing proof to the satisfaction of the Company, of that Club Member's illness, disability, absence from the Estate or other inability to utilize his/her/its Club Membership, to either –
- 9.4.1 extend the period for payment of the Annual Subscription; or
- 9.4.2 suspend payment of the Annual Subscription.
- 9.5 Should the Company suspend payment of the Annual Subscription for a specific year, the Club Member's associated privileges of Club Membership for that year shall also be suspended.
- 9.6 Normal accounts for Club services shall be payable on presentation. Late payment will be subject to interest at a rate of 2% per month.
- 9.7 The Company shall be entitled to charge reduced, *pro-rata* Annual Subscriptions any portion of a year.
- 9.8 The Company may cancel the membership of a member who fails to pay its/his club subscription fees on date, without notice.

10. **SUSPENSION AND TERMINATION OF CLUB MEMBERSHIP**

- 10.1 In the event that a Club Member, in the opinion of the Company.
- 10.1.1 has breached of any of these Club Rules;
- 10.1.2 has breached any of the provisions of any agreement into which the Company has entered with any local or Government Authority, or third party on the Club's behalf; or
- 10.1.3 is guilty of improper, dishonest, unsportsmanlike, or ungentlemanly conduct; or

- 10.1.4 is guilty of any conduct prejudicial of the interests of the Club, whether within or outside the Club precincts;
- 10.1.5 is not In Good Standing with the HOA and/or the Club Committee anymore;
- 10.1.6 has caused will full and malicious damage to any of the Club Facilities or any other facilities or property under the control of the HOA or the Club,

then the Company may, at its discretion:

- 10.1.6.1 suspend the Club Member's privileges for any such period that the Company may deem fit; or
 - 10.1.6.2 give notice to the Club Member that the Club Member shall resign; or;
 - 10.1.6.3 levy any penalty against the Club Member that it may deem appropriate;
 - 10.1.6.4 terminate the Club Member's membership with effect from such date as the Company in its sole discretion may determine.
- 10.2 Notwithstanding the provisions of clause 10.1.6 above the Company shall not suspend or terminate a Club Member's membership, or levy any penalties for non-compliance with these Club Rules unless the Club Member has been given an opportunity to appear before the Company' to explain his/her failure to comply with these Club Rules.
- 10.3 The decision of the Company in each case shall be subject to appeal by the Club Member to the HOA provided that the notice of such appeal be given to the Company within 7 (Seven) days of the Club Committee's decision. A Club Member shall not be entitled to legal representation but the Club Committee will be entitled to hear evidence presented by any party attending the hearing.

11. **RESIGNATION**

The resignation of a Club Member shall be notified in writing to the Company and any Club Member resigning shall remain liable for his/her/its Annual Subscription in respect of that particular year.

12. **CLUB COMMITTEE**

- 12.1 The Club Committee shall be elected by Club Members whose Annual Subscriptions are fully paid up, annually at a meeting to be convened by the Company in the same manner as convening an HOA general meeting.
- 12.2 The Company shall only be obliged to give notice of such meeting to paid up Club Members. Regardless of the aforementioned the Company may appoint the Club Committee, in which case the election as aforementioned will not be necessary.
- 12.3 The Club Committee shall consist of a chairman, secretary and not less than 2 (Two) ordinary members and not more than 4 (four) ordinary members. The Company will be entitled to change the composition of the Club Committee in its sole discretion.
- 12.4 The Club Committee will advise and make recommendations to the Company who will in its sole discretion and in good faith follow such advice subject to practicality, budget restraints and any other reasonable considerations.
- 12.5 The Club Committee and/or the Company will conduct all disciplinary hearings, arrange all social activities and events, fund raising and all other matters associated with the use of the Club. The Club Committee may not enter into any lease agreements or any other agreement that may bind the Company or usurp the functions, authority, or rights of the Company. Notwithstanding what is said about the Company may conduct any disciplinary hearing in its sole discretion.

13. **ANNUAL GENERAL MEETINGS**

The Company can convene annual general meetings for the purpose of electing Committee Members and such other purpose as it may deem fit.

14. **RIGHTS OF THE COMPANY**

Notwithstanding any condition, determination or provision contained herein the Company may through a committee appointed by them exercise all rights, obligations and powers that may vest in any committee until such time that the Club Committee has been elected in terms of these Club Rules.

15. **INFRINGEMENT OF CLUB RULES**

15.1 By accepting admission to Club Membership, a Club Member shall become bound to these Club Rules.

15.2 The Club Member shall be entitled to receive a copy of these Club Rules on request.

16. **AMENDMENT OF THESE CLUB RULES**

Any of these Club rules may be amended, repealed, substituted or any new rules added at the discretion of the Company.

17. **BY-LAWS**

When it appears to Company that the objects of the Club can be furthered and its working improved by the framing of By-Laws, they shall be empowered to do so.

18. **LOST, ABANDONED, AND DERELICT PROPERTIES**

18.1 Any property of a Club Member which remains on Club premises for a continuous period of 90 (Ninety) days or more after the owner thereof has ceased to be a Club Member, shall be deemed to be property abandoned

as such and may be disposed of by the Company in such manner and upon such terms as they may decide.

18.2 Any property other than: -

18.2.1 Boats, dinghies, or trailers; or

18.2.2 - Engines, vehicles, and the like,

found on Club premises and of which the ownership cannot, after reasonable investigation, be established shall be placed in a special "Lost Property" section set aside for this purpose by the Company

18.3 If after the lapse of a period of 90 (Ninety) days from the date of the Club in any calendar year, such property remains unclaimed, it shall be deemed to be lost or abandoned property and may be disposed of by the Company in such manner and upon such terms as they decide.

18.4 Any boat, trailer, engine, or vehicle, of which ownership is unknown and cannot be traced after reasonable investigation may be declared by the Company to be derelict property, irrespective of the physical condition thereof. Notice of such declaration shall be given by Company by:

18.4.1 placing a statement to this effect on the main notice board of the Club at the Club premises which statement shall as far as possible describe the property in such detail as to permit identification thereof and which statement shall remain prominently displayed on such notice board for a period of not less than 90 (Ninety) days, and

18.4.2 attaching a copy of the statement, referred to in paragraph (i) of this section, to the property at the time of placing such statement on the notice board referred to in that paragraph.

18.5 Any property determined to be derelict in the manner provided for in this section and of which notice has been given in terms of paragraphs (i) and (ii) of this section and which remains unclaimed after the lapse of a period

of 90 (Ninety) days, as provided for in paragraph (i) of this section, may be disposed of in such a manner and on such terms as the Company may decide.

18.6 If any boat, trailer, engine, or vehicle is left on the Club premises and of which the ownership is known to the Company is in the opinion of the Company:

18.6.1 not being used by the owner thereof and constitutes a nuisance to other members of the Club; and/or

18.6.2 hindering the proper maintenance and upkeep of the Club premises; and/or

18.6.3 detracting from the neat appearance of the Club premises; and/or

18.6.4 not being maintained in proper order and condition and could as a result, cause damage to property of Club Members and of the Club and/or Club premises,

the Company and the Club Committee may give notice to the Club Member concerned -

18.6.4.1 by registered to the postal address; or

18.6.4.2 by email to the e-mail address; or

18.6.4.3 by hand at the residential address; or

18.6.4.4 by text message ("SMS") at the telephone number,

as recorded in the register of Club Members, requiring the Club Member to remove such property from the Club premises within a period specified in the notice, and shall post a copy of such notice on the main notice board of the Club at the Club premises for a period of 30 (Thirty) days.

- 18.7 Should the Club Member fail to comply with the requirements of the notice within the time specified, whichever is the later, the Company may declare the property derelict and deal with it in such a manner and upon such terms as may decide.
- 18.8 The owner of any property declared by the Company to be lost, abandoned and/or derelict shall be deemed to have conferred ownership in respect of such property upon the Club without the need for any further act on the part of the owner, and the Company shall have the power, in respect of such property, to confer ownership therein upon third parties.
- 18.9 No Club Member or Previous Club Member shall have a claim or other form of legal redress against the Club or the Company any HOA Members or any of the employees in respect of any act carried out in good faith in terms of the provisions of this clause.
- 18.10 Any Club Member introducing any visitor to the Club undertakes thereby to indemnify the Club and/or the HOA and/or the Company Members against any claim or other form of legal redress sought and obtained by such visitor in respect of any act carried out in good faith in terms of this clause.
- 18.11 The Company shall be entitled to recover from a Club Member any costs incurred by them on behalf of the Club in disposing of any property declared lost, abandoned and / or derelict in terms of this clause.
- 18.12 For purpose of this clause, the terms "Club premises" shall include premises rented by, premises under control of the Company, waters of the Company or its subsidiary waters under control of the Company or its subsidiary and/or waters normally used by the Company for purposes of mooring yachts, dinghies, tenders and the like, and boats, while any property of any visitor represented to the Company by a Club Member shall be deemed to be, for the purposes of this clause, the property of the Club Member concerned.

19. **VISITORS**

- 19.1 It shall be the privilege of Club Members to introduce visitors to the Club as their guests, provided that:
- 19.1.1 the introducing Club Member has signed the guest into the visitor's book, together with the Club Member's name as introducer;
 - 19.1.2 no guest shall enjoy the privileges of the Club or be present on the club premises except in the company of the Club Member introducing such a guest;
 - 19.1.3 Club Members are responsible for the purchases by and behaviour of any guests they bring to the Club and shall ensure their guests are aware of these Club Rules.
- 19.2 The Club Member introducing the visitor shall be liable for any damage, whether caused willfully or negligently, caused by, or as a result of the visitor, or for any penalties imposed by the Company as a result of non-compliance with any of these Club Rules.

20. **CLUB MEMBERS' PROPERTY**

No responsibility shall attach to the Company or the Club in respect of any loss or damage to a Club Member's, or a visitor of a Club Member's property.

21. **USE OF CLUB FACILITIES**

No Club Member may introduce, or store on the Club premises, anything likely to prejudice any of the Club's insurance policies, or anything specifically mentioned in any agreement with local or Government Authorities that the Company may have entered into on the Club's behalf.

22. RISK

All Club Members and/or their guests or visitors making use of the Club Facilities do so at their sole risk and shall have no claim against the HOA or the Company for any loss or damages as a result of injury, or as a result of loss of any goods, or sustained through such use.

23. BUSINESS ACTIVITIES

No business activity shall be carried out using any of the Club Facilities unless approved by the HOA or the Company as being necessary or for the benefit of the Club and/or Club members.

24. PECANWOOD HOA MEMBERS

- 24.1 The HOA Members who are not Club Members may visit and use the Club Facilities on the Club premises.
- 24.2 Any launching and / or mooring of water craft will be subject to a fee as determined by the Company from time to time.
- 24.3 HOA Members who visit and use Club Facilities in terms of this clause, may not park overnight or store any water craft on the premises.

25. MOORINGS, LAUNCHING AND REMOVING

The slipway must be kept clear at all times and boats must not be parked on or at the head of the slipway. All trailers must be parked in the designated trailer park and must not block the launching area. The Club reserves the right to move any boats and / or trailers and any other craft or vehicle or property at the owner's risk, which are causing an obstruction or are parked in an area reserved for another member or for any other reason relating to the operations and good order of the Club.

26. CAR PARKING

Car parking is only allowed in designated parking areas and not on or around the slipway. Cars must be parked in the car park unless otherwise indicated.

27. CLUB PREMISES

- 27.1 The Club house is out of bounds to children under the age of 16 years unless accompanied by their parents or permission from the Club Manager has been obtained.
- 27.2 No swimming is allowed in the area immediately below the slipway or adjacent jetties or moorings or within the breakwater or areas where crafts are operated.
- 27.3 Members or guests are not allowed to enter the Clubhouse in bathing costumes or trousers only.
- 27.4 No dogs are allowed in the Club facilities.
- 27.5 No member may use tape recorders, radios, and musical instruments without the permission of the Company, and must do so in a manner that does not affect other club members, guests, or residents of the Estate. No loud music is allowed after 22h00 as per HOA rules.
- 27.6 The swimming pool will be available for use, special care must be taken to avoid accidents within the pool enclosure. Children, as stated in rule 1, are entirely the responsibility of their parents or guardian and the club is not liable for injury or death and absolved from any liability by the person so injured or deceased or in the case of minors by their parents.
- 27.7 Bottles, glassware, and similar articles, that are liable to cause injury, must not be taken into the slipway area, nor into the swimming pool enclosure
- 27.8 No fishing is allowed from the Club premises.

27.9 Damage to Club property or equipment must be reported to the Club Manager immediately it takes place or is observed

27.10 No children under the age of 18 may enter the bar.

27.11 Strictly no repairs or maintenance on the premises.

28. **SECURITY**

28.1 Boats and trailers to have numbers allocated by the club. No boats, trailers, crafts will be allowed to enter or leave the premises and or the estate without written authority of the registered owner and the Boat Club Manager. The HOA or its subsidiary will have a storage retention in respect of any craft of a member who is arrears with subscription.

28.2 Besides valid boat club membership, every boat must have the Northwest registration sticker (the black and yellow number) before being allowed into the water.

29. **SAFETY**

All boats shall comply with the minimum safety regulations prescribed by the boat rules of Hartbeespoort Nature Reserve and any rules introduced by any official body that has jurisdiction over the waters of the Hartbeespoort Dam. No boat shall be launched without adequate buoyancy equipment, sufficient to support it and the persons aboard when the boat is full of water. There shall be one proper life jacket per person, each jacket capable of supporting the required weight of lead or steel as prescribed.

30. **HARTBEESPOORT DAM RULES AS PRESCRIBED BY THE NORTH-WEST PROVINCE**

30.1 No boat shall be allowed on the Dam without the necessary permit.

30.2 The use of any boat shall be at the user's own risk.

- 30.3 The driver of any boat shall at all times be responsible for the safety and conduct of his passengers.
- 30.4 No boat shall exceed the maximum speed applicable to the Dam except where participating in an official recognised competition.
- 30.5 No person shall pollute the water in the Dam or place any offensive or harmful material, refuse or litter therein.
- 30.6 No person shall use a boat or remove it from the waters at any other place than a place set aside or designated for the purpose of that type of boat.
- 30.7 No person shall use a boat at any other place than a place set aside, demarcated, zoned reserved or designated for that purpose.
- 30.8 No person shall use a boat in such a manner that it constitutes or may constitute a danger to any other person or boat, cause or may cause a disturbance to any person angling from the banks of the water.
- 30.9 No person shall occupy such a position on a boat which is being navigated that he constitutes or may constitute a danger to himself or any other person in such a boat.
- 30.10 No person shall jump or dive from a boat which is being navigated or swim away from such boat.
- 30.11 No person under the age of 16 may navigate or be in charge of a boat. Any person under the age of sixteen must have the prior written consent of the person in charge of such Dam for the purpose of navigating a boat while competing in an official recognised competition.
- 30.12 No person may use a boat on the Dam during the period of half an hour after sunset until half an hour before sunrise the following day.
- 30.13 No person shall leave a drifting boat or a boat which is not moored, unmanned.

- 30.14 No person shall use a boat fitted with an internal combustion motor unless it is equipped with an efficient silencer.
- 30.15 No person shall use a boat unless it is equipped with an efficient water pump or bailing apparatus.
- 30.16 No person shall use a boat unless it is with a lifejacket for every person on board.
- 30.17 No person shall use a boat with more persons on board than the number indicated on the permit issued.
- 30.18 No person shall use a boat propelled by means of airscrews unless he is the holder of a permit authorizing him to do so.
- 30.19 No person shall navigate any boat through any floating barrier.
- 30.20 The navigator driving away from the launching place shall cove anti clockwise with the shore on the right hand.
- 30.21 No person shall be in charge of any boat whilst he is under the influence of intoxicating liquor or any dependence producing substance.
- 30.22 No person shall let a boat for use or convey a person for reward therein unless he is the holder of a permit authorising him to do so.
- 30.23 No person shall use a boat with only one motor unless it is equipped with two efficient oars and rowlocks.
- 30.24 No person shall navigate a motor boat nearer than fifty (50) meters from the banks of the water or nearer than fifteen (15) meters from any other boat, unless he navigates the place where his boat was moored or to the place where his boat was moored or to the place where he wishes to moor his boat.

- 30.25 No person shall navigate a motor boat or overtake any other boat in such a manner that the slipstream of his boat shall endanger the other boat.
- 30.26 Any person who navigates or is in charge of a motor boat shall overtake any other boat, travelling in the same direction on the left hand or port side.
- 30.27 A motor boat yields the right of way to any other boat. A canoe or rowing boat yields the right of way to a sailing boat.
- 30.28 Any person in charge of a boat towing a skier shall see it that a red flag with the size of at least 500mm x 500mm is displayed in a prominent manner on the boat when towing of the skier commences and ending when it is terminated.
- 30.29 Any person in charge of a boat towing a skier shall see to it that there is either a second person on board to keep the skier under observation or that the boat is equipped with an efficient rear-view mirror in which the skier and the ski area can be observed.
- 30.30 Any person in charge of a boat towing a skier shall see to it that the boat is steered anti clockwise.
- 30.31 When he wishes to turn it about.
- 30.32 No skier shall be towed by means of a steel wire or wire rope.
- 30.33 Any person skiing on the Dam shall wear a life belt or life jacket when he skies - except in the circumstances where the skier takes part in an officially recognized competition.
- 30.34 No person shall make use of any apparatus with which he can glide in the air above the surface of the
- 30.35 Water, unless he has obtained the written permission to do so from the Administrator beforehand.

- 30.36 No person shall disturb any plant, bird, or animal life.
- 30.37 Any person who shall disturb any plant, bird or animal life may be prosecuted.
- 30.38 A Nature Conservator may instruct any person, who does not comply with or adheres to these rules and regulations, to remove such boat from the water or remove such boat himself.
- 30.39 Any person, who willfully obstructs, hinders, or interferes with any Honorary Nature Conservator, Nature Conservator, Interpreter, or his Assistant in the performance of his duty is guilty of an offence.