SITE RULES AND REGULATIONS

January 2025

The rules and regulations listed herein have been conceived by your Committee in the interests of The Catamaran Club and its members as a whole. The Committee reserves the right to amend the rules without prior notice.

1. GENERAL

1.1 Only Ordinary, Life and Honorary Catamaran Club members may lease a site.

1.2 All site fees and levies are payable according to your invoice. A monthly retainer option is available, this must be applied for in writing and submitted to the committee within 30 days of invoice date. A 10% admin fee will apply to monthly retainers.

1.3 Sites must be maintained in reasonable order, up to Club standard, by the site holder.

1.4 Prior to any modification of a site, detailed plans must be submitted to the Club Committee for approval. Modification may only be performed once the written approval of the Committee has been obtained. Infringement of this rule will result in a penalty of R5000

1.5 A member resigning from the club is responsible for the sale of their site lease and remains a member of the club and liable for all subscriptions, until the site is sold or membership has been cancelled.

1.6 Should a member have complaints regarding his/her site or site services, these should be made in writing to the Club Manager for submission to the committee.

1.7 No noisy construction will be allowed between 24 December to 2 January, inclusive of those days. Please be considerate of your neighbours when working on Sundays.

2 SITE ALLOCATION

2.1 All transactions regarding sites must be done through the Club Manager and Treasurer who shall present to the Committee. Any transaction with regards a site not done through this channel will be considered null and void. The Club will not be responsible for financial loss suffered by any party as a result of a contravention of this rule.

2.2 A member, wishing to terminate their lease on a site, must notify the Club Manager and Treasurer in writing for presentation to the committee.

2.3 A lessee may not, under normal circumstances sublet his/her site. Under special circumstances, e.g. overseas posting for 12 months, a lessee may sublet his /her site, but this must be done with the written approval of, and in conjunction with, the Committee. The sub lessee assumes all responsibilities of the original lease and shall be a paid up member of the club for the duration of the agreement

2.4 A secondary membership may be allocated to one site. A primary membership will still take responsibility for the site fees.

3 SITE TRANSACTIONS

3.1 The site will be offered to members or prospective members who have indicated an interest in a site purchase.

3.2 If no member has shown an interest in purchasing the site it will be advertised on the notice board, the Website and the News Letter.

3.3 The new tenant shall pay to the Club, within 7 (seven) days of acceptance of offer, an amount equal to the predetermined value of the site, together with the pro rata site rental and any other applicable charges for the balance of the current year.

3.4 The Club will retain 10% of the total transaction amount, or R2500,00 whichever is the greater, for Club funds, and will pay the balance less any outstanding amounts on his account to the vacating lessee.

3.5 Rental in respect of the remaining term will be refunded to the vacating lessee, pro rata.

4 RESPONSIBILITIES

4.1 Site holders undertake to:

a. Maintain the site in a clean and tidy condition. The Club will mow the grass and trim edges on a regular basis.

b. Should a site be neglected by the lessee, the Club Manager, after sending notification, reserves the right to make good the situation and charge the lessee with the cost of rectification.

c. Should it be necessary to advise any lessee more than once during a period of 6 (six) months of any neglect of rule 4.1.1 they shall be considered as being in default, and the Committee shall have the right to cancel the site lease and membership without any refund of fees.

4.2 Number the site clearly.

4.3 Inhabit the site for no more than 160 days per year. Permanent residence is not allowed. Any member wishing to stay on their site for an extended period of time must submit a written application to the Committee and shall not exceed the 160 day period without the committee's written approval.

4.4 Park all boats and trailers in the allocated parking areas and not on caravan sites unless:

a. The boat is on a trailer on a concrete slab.

4.5 New Boat ports may be erected in the trailer park at the cost of the member. A formal written request, with plans, must be submitted to the Club Manager who will table the request at the next committee meeting for consideration. No moneys are payable to the member erecting such a structure when terminating membership. The port may be leased annually to a club member. All transactions must be done through the Secretary through the Club Manager in conjunction with the Committee. Termination of membership will result in the boat shed becoming the property of the Club with no compensation to be paid to the site owner wishing to terminate membership.

4.6 Resignation of membership will only take effect once the site has been sold or is under default, in which case ownership will be transferred to The Club.

4.7 In the event of the membership being terminated as provided in the constitution, then access to the site will be simultaneously terminated. All

movable assets shall be removed by the member with the authorisation of the committee and proceeds from the Sale of the site will be used to offset any Debt. If movable items are not removed within the stipulated time, the goods will be moved to the Trailer Park and storage will be charged at the rate stipulated for non-members boat storage.

5 NON-CARAVAN/CABIN ACCOMMODATION

5.1 Before the purchase or erection of any form of accommodation on a site, written approval must be obtained from the Committee and the lessee must sign an indemnity certificate in favour of the Club.

5.2 An application may be submitted for the installation of a cabin in place of a caravan. To be considered, such a cabin must:

a. Fit wholly within the site boundary

b. Indoor Plumbing – Showers and toilets are not allowed.

5.3 The hut must rest on a concrete slab or be raised off the ground to reduce the risk of snakes.

6 PERMANENT BRAAIS

6.1 Written approval from the Committee must be obtained with regard to the construction and positioning of permanent braai's before any work is commenced.

6.2 The braai must be constructed in a workmanlike manner with the committee being sole arbiter of whether it is "workman like".

7 SHADE SHELTERS

7.1 The following rules apply with regard to erection of shade shelters to a site:

a. It must be erected entirely within the boundaries of your site.

b. It must be constructed in a workmanlike manner.

c. Supports may be of angle iron/tubular steel, gum poles or similar.

d. Supports must be securely anchored to the ground.

7.2 If metal, the roof may be either lean-to or pitched.

7.3 The roof may only be covered with a material approved in writing by the committee.

7.4 No metal walls shall be permitted under any circumstances.

7.5 Sidewalls may have fabric or shade cloth affixed in a permanent position. These fabric walls, if above grass, must terminate 1 metre above ground level to allow for mowing of the grass. If above a concrete slab then the fabric may terminate at ground level.

7.6 Timber saplings may be used as an alternative to fabric sidewalls and the termination height of one metre applies if the wall is not over the concrete slab.

8 PERIMETER FENCING AROUND SITES

8.1 The style of any perimeter fencing proposed for use must be pre-approved by the committee.

8.2 The uprights should not exceed 120cm in height.

In view of the fact that in many instances the site boundaries are not clearly demarcated it is essential that the proposed fence lines be pegged out by the site tenant, and then agreed and approved in writing by the committee and Neighbours prior to the erection of the fence.

9 REMOVAL OF WENDY'S AND CARPORTS/SHADECLOTH SHELTER

9.1 Removal of carports and shade shelters covering caravans and the removal of wendy's are not permitted. These items are treated as fixtures and must remain on the site, irrespective if the site is sold or a member resigns as a member of the club.

IMPORTANT:

MEMBERS WHO MODIFY SITES WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE DO SO AT THEIR OWN RISK. SUCH MEMBERS MAY BE REQUIRED TO DEMOLISH THE STRUCTURE AT THEIR COST AND WILL BE LIABLE FOR A R5000 FINE.

THE RULE IS SIMPLE:

PEG OUT THE SITE, PREPARE A PLAN THAT CONFORMS TO THE RULES, SUBMIT A DETAILED PLAN TO THE COMMITTEE, OBTAIN WRITTEN APPROVAL OF THE PLAN AND ONLY THEN - BUILD ACCORDING TO THE PLAN AND THE PEGS.

I …… hereby accept and agree to all the clauses, as well as future amendments, in this Constitution, the Club Rules and the Club Site Rules. I further make it my business to ensure that these agreements are honoured and respected by me and fellow Club Members.

Signed…….. Place …… date …….