



FOUNDED 29 SEPTEMBER 1952

CONSTITUTIONAL DOCUMENTS

REVISED 5 JULY 2015

The following is included in this document:

1. *Constitution (pages 2 to 9)*
2. *Annex #1 - General Rules, Regulations and Code of Conduct (pages 10 to 13)*
3. *Annex #2 - Caravan, Cabin and Site Management (pages 14 to 17)*
4. *Annex #3 - Water Safety Rules and Regulations (pages 18 to 21)*
5. *Annex #4 - Architectural and Building Regulations (pages 22 to 29)*
6. *Annex #5 - Grievance and Disciplinary Procedures (pages 30 to 34)*

CONSTITUTION

1. NAME

The name of the Club is "THE WORCESTER YACHT CLUB" and the headquarters shall be at the Brandvlei Dam (formally known as Lake Marais), in the district of Worcester, Republic of South Africa.

2. AIMS

The aim of the Club is to promote all aquatic pastimes.

3. MEMBERSHIP

3.1. No person under the age of 8 years need be a member of the club.

3.2. Every member shall be bound by the Constitution (including its annexures) and rules of the Club as amended from time to time.

3.3. TYPE OF MEMBERSHIP

3.3.1. Founder Members are members who joined the Club during the first year after its founding on 29 September 1952.

3.3.2. Junior Members are members over the age of 8 years, up to and including 18 years, and fall under a family membership.

3.3.3. Student Members are members who are bona fide students supported by parents or guardians, and fall under a family membership.

3.3.4. Single Members are persons who are over the age of 18. Such persons must be either single/un-married, divorced or widowed and must not fall within the Student Membership category.

3.3.5. Family Members are a legally bound couple without or with children who qualify for Junior or Student membership.

3.3.6. Country Members are members who have sold their site, resigned and left the club in good standing due to the fact that they have relocated and no longer permanently reside in South Africa. Should such members wish to join the club again as full Family or Single members they will not be required to pay the joining fee. Such members are not entitled to vote at general meetings.

3.3.7. Life Members are members who have paid the prescribed Life Membership fees ruling at that time. No further life membership will be awarded.

3.3.8. Honorary Members: During a General Meeting and on the recommendation of the Committee, any person may be elected to Honorary Membership for a limited time provided that two thirds of the members present so vote. Such member will still be liable for payment of site and boatshed fees.

3.3.9. *Affiliated Members are members who fall into a sub category of membership created for a specific water sport type, and have limited access to club facilities. Affiliated Members are bound by all rules and regulations which are applicable to all other members and guests of the club.*

3.4. APPLICATION FOR MEMBERSHIP

- 3.4.1. Any person wishing to become a member of the Club must:
- 3.4.1.1. Complete the prescribed form and supply the necessary supporting documents;
 - 3.4.1.2. Make payment of the prescribed fees;
 - 3.4.1.3. Attend an interview with the standing committee;
 - 3.4.1.4. Display the membership application on the notice board in the club house for perusal by members for a period of two weeks.
- 3.4.2. Applicants who have been duly proposed and seconded by paid up members who are in good standing, shall, until such time as their acceptance/rejection, enjoy "Temporary Membership". i.e. Full use of the clubs facilities, excluding the right to vote at a club meeting.
- 3.4.3. Application for membership by persons who are without proposers and or secondary proposers will be interviewed by the committee, who may at their discretion, accept or reject the application. Should the Committee decide to accept the applicant, he / she will be considered to be on probation for one "season" (six months), during which period he/she would enjoy all privileges afforded to members, other than the right to vote at any Club meeting. "Temporary Membership" will not be granted to such applicants. I.e. they will only be granted use of the clubs facilities if, after the 2 (two) week period, their application is successful.
- 3.4.4. Persons whose applications have been rejected shall be repaid the amount deposited for entrance and subscription fees, except in the case where a member is on probation; such refund shall be pro rata.
- 3.4.5. Any person who wishes to change his/her class of membership may do so by applying in writing to the Committee, who shall decide upon the terms pertinent to the change.
- 3.4.6. Any person who wishes to become a member of the Club must own a boat and have the intention of using such boat on the water.

3.5. RESIGNATIONS

Resignations must be made in writing and addressed to the Treasurer of the Club. A member who neglects to notify the Treasurer in writing within 30 (thirty) days of the date of the Annual General Meeting that he/she wishes to resign, shall be liable for payment of subscription for the year following the Annual General Meeting.

3.6. IMPROPER CONDUCT

If, after investigation, any member is found guilty by the Committee for improper or disgraceful conduct, or the transgression of rules contained in this document (including all of its annexures) action will be taken by the committee as set out in the grievance and disciplinary procedure annexure attached hereto.

3.7. SUBSCRIPTIONS DUE

- 3.7.1. With the exception of new members, the annual subscription (including site fee and boatshed fee) shall be due and payable on 1st September of each year.

- 3.7.2. Any member whose subscription is two months in arrears (1st November), shall forfeit his/her membership.
- 3.7.3. In the event that the committee agrees, for whatever reason, to re-accept a member whose membership has lapsed, such application shall be treated as set out in section 3.4 and the entrance fee, as set from time to time, will, without exception, be payable in advance.
- 3.7.4. However, if the member's subscription is at the time of his/her death fully paid up then such member's membership shall be considered current until the estate ensures that payment of any claim lodged by the club treasurer is paid within two months of the estate being wound up.
- 3.7.5. It is the member's responsibility to inform the Club Manager or Treasurer in writing of any change in his/her email billing address. The fact that a member has not received his/her annual account does not absolve him/her from making payment by the due dates as set out above.

3.8. **VOTING RIGHTS**

- 3.8.1. The following classes of members, whose subscription are not in arrears, shall enjoy full voting rights:
- 3.8.1.1. Founder members;
 - 3.8.1.2. Family Members (both parties of a Family Membership);
 - 3.8.1.3. Life Members;
 - 3.8.1.4. Honorary Members (who are bona fide WYC Members); and
 - 3.8.1.5. All members of the Committee.
- 3.8.2. Affiliated Members will only be entitled to vote on issues which will have an affect on their membership and use of the water.

3.9. **GUESTS**

Members may bring guests to the Club as per the conditions and restrictions set out in the Rules and Regulations. Members shall be responsible for payment of any fees due by guests.

4. GENERAL MEETINGS

The highest authority in the Club shall be vested in the General Meeting. A General Meeting is the Annual General Meeting or a Special General Meeting.

4.1. **ANNUAL GENERAL MEETING**

The Annual General Meeting of the Club shall be held no later than the end of July each year and the agenda must include:

- 4.1.1. A written report by the Commodore;
- 4.1.2. Consideration and adoption of the audited balance sheet and accounts of the past financial year, as well as the Treasurer's report;
- 4.1.3. Revision of entrance fees and annual subscriptions;
- 4.1.4. Election of Honorary Members (if any);
- 4.1.5. Election of the Committee consisting of a maximum of 14 (fourteen) members as set out in paragraph 7 below;
- 4.1.6. General business; and
- 4.1.7. Induction of the new Commodore.

4.2. SPECIAL GENERAL MEETINGS

The Committee may at any time call a Special General Meeting. The Committee must, if a written request, signed by at least 12 (twelve) voting members is received by the Secretary, call a Special General Meeting of members within 21 (twenty one) days of such request.

4.3. NOTICE OF GENERAL MEETING

Notice of a General Meeting must be given at least 7 (seven) days before the meeting. The notice is to be posted on the Club Notice Board, and also sent via electronic transmission (email) to all members. Non-receipt of the notice by a member shall not render a General Meeting void. Every notice of a General Meeting shall include an agenda setting out the specific purpose of the meeting and all decisions taken at such a meeting shall be confined to the scope of the notice.

4.4. A Quorum at a General Meeting shall consist of 20 (twenty) voting members physically present at the meeting.

4.5. The Chairman of any General Meeting shall be the Commodore, or in his/her absence, the President, Vice President or Vice Commodore. If none of these Flag Officers are present, the members attending such a meeting may elect a voting member to the position.

4.6. VOTING

4.6.1. At General Meetings all decisions shall be by a majority of votes. Such voting shall be by a show of hands, unless a ballot be demanded by at least 5 (five) voting members present.

4.6.2. Voting members shall be entitled to one vote. Both parties of a family membership shall be entitled to vote. The Chairman shall have a casting vote in addition to a deliberative vote.

4.6.3. Proxy Votes will be accepted at General Meetings from members who enjoy full voting rights, but are limited to 2 (two) proxy votes per voting member present. These proxy votes must be registered in writing with the Secretary at least 2 (two) days before any such meeting on the prescribed form in order to be valid and counted.

5. ACCOUNTS AND AUDIT

5.1. The Committee shall be responsible for keeping proper records of the financial transactions of the Club.

5.2. The funds of the Club shall be deposited in the name of the Club at such bank accounts as the Committee from time to time may decide. Such accounts may be operated on under the signature of the Treasurer and an appointed committee member.

5.3. The financial year of the Club shall close on 30 April each year and the annual subscriptions shall be payable by the first of September. At the end of each financial year the Committee shall call a financial statement to be prepared and audited by a Chartered Accountant appointed by the Committee. Such accountant may not be a member of the Committee. The accounts must set out the income and expenditures of the financial year and must be accompanied by a balance sheet setting out the assets and liabilities of the Club. A report from the auditor, if any, together with these financial records shall be put before the Annual General Meeting for consideration and confirmation.

6. PRESIDENT AND VICE PRESIDENT

Each Annual General Meeting shall elect a President and Vice President. If at any time the Committee is unable to function, for whatsoever reason, or if the Committee fails to adhere to this Constitution, the President is empowered to call a Special General Meeting and to act as Chairman of such a meeting

7. COMMITTEE

7.1. The Committee shall consist of members in good standing. The committee must consist of the following portfolios:

- 7.1.1. President *Flag Officer*
- 7.1.2. Vice President *Flag Officer*
- 7.1.3. Commodore *Flag Officer*
- 7.1.4. Vice Commodore *Flag Officer*
- 7.1.5. Treasurer
- 7.1.6. Secretary and Custodian of Club Documents
- 7.1.7. Rescue officer
- 7.1.8. Sailing Member
- 7.1.9. Power Boating Member
- 7.1.10. Grounds Member
- 7.1.11. Social Member
- 7.1.12. P.R.O Member
- 7.1.13. Members Secretary

* Flag officers may fill any of the above positions excluding those of Treasurer and Secretary.

7.2. A member may only be elected to the office of President, Vice President, Commodore or Vice Commodore if he or she has served on the Committee for a minimum of 2 (two) years, provided that if no members are available who have served a minimum of 2 (two) years, then a member who has served at least 1 (one) year may be elected.

7.3. The Committee may fill any vacancy occurring in its membership by electing additional members. The Committee shall consist of at least 9 (nine) members, excluding the President and Vice President.

7.4. All members of the Committee, except the Secretary and Treasurer, must be members with voting rights. The Secretary and/or Treasurer may be chosen from non-voting members, who then acquire voting rights by virtue of their position.

7.5. The general management of the Club shall be vested in the Committee.

7.6. The President and Vice President may attend Committee meetings and shall enjoy voting privileges at such meetings.

7.7. COMMITTEE MEMBERS

7.7.1. Only members in good standing (namely, one whose subscriptions are not in arrears and/or is not engaged in any form of dispute with the Club, whether personally or by association of family membership) may be elected to the Committee.

7.7.2. He or she is to be present at the election.

- 7.7.3. Written consent indicating that a member is willing to serve, may be submitted to the Chairman of the meeting if this member is not able to be in attendance.
- 7.7.4. Should a committee member not act in the best interests of the committee and the Club, the committee member may be suspended from the WYC Committee following a hearing in front of a minimum of a quorum of the executive committee.
- 7.7.5. The commodore may appoint another member to act in the suspended member's position until suspension is lifted or until the following AGM.

7.8. THE EXECUTIVE COMMITTEE

- 7.8.1. The Executive Committee shall be responsible for acting in emergency situations.
- 7.8.2. The Executive Committee shall consist of the Commodore, the Vice Commodore, the President, the Secretary and the Treasurer.
- 7.8.3. The Commodore, or in his/her absence, Vice Commodore or President, shall act as Chairman of the Executive Committee.
- 7.8.4. A quorum shall consist of 3 (three) executive committee members.
- 7.8.5. All decisions made by the Executive Committee shall be communicated to the next full Committee meeting to be ratified, amended or rescinded.

7.9. RESPONSIBILITIES OF THE COMMITTEE

- 7.9.1. The Committee shall be responsible for promoting the general business of the Club and shall have the following powers:
 - 7.9.1.1. To make decisions on behalf of the Club, except when this Constitution requires that the decisions be taken by a General Meeting.
 - 7.9.1.2. To lay down rules for the orderly conduct of the Club, and enforce such rules as per the Constitution (including annexures) of the club.
 - 7.9.1.3. To settle matters in dispute, or take the necessary steps against members in the manner set out in the grievance and disciplinary procedures.
 - 7.9.1.4. To hire and to determine the remuneration of employees of the Club.
 - 7.9.1.5. To limit the number of members of the Club from time to time as it may think fit.
 - 7.9.1.6. To control the finances of the Club in a reasonable manner subject to the provision that expenditures of more than R75000.00 (Seventy Five thousand rand) on any item of a capital nature must be obtained from a General Meeting in advance. To be capped at R100 000.00 (One hundred thousand rand).
 - 7.9.1.7. All decisions made and all debts incurred by the Committee or its members in the bona fide execution of their duties, shall be deemed to have been done or incurred by the Club as a whole.

- 7.9.2. Outgoing committee members are to assist and shadow the incoming committee for meetings for a period of 2 meetings.
- 7.9.3. The committee may co-opt members to sub-committees to fulfil specific duties.
- 7.9.4. The Committee must meet regularly and at least 10 (ten) times per annum.
- 7.9.5. The Secretary shall keep a record of all decisions made at meetings and pasted in the Minutes Book. The Minutes of each meeting shall be confirmed at the next meeting.
- 7.9.6. A quorum shall consist of 6 (six) members for Committee Meetings.
- 7.9.7. The Chairman of any Committee meeting shall be determined as set out in paragraph 4.5 and shall have a casting as well as deliberative vote.
- 7.9.8. Any Committee member who fails to attend 3 (three) consecutive meetings of a Committee, shall automatically forfeit membership of the Committee. He or she may only be re-instated by the Committee if reasonable grounds for these absences are provided by the said member.

8. TRUSTEES

- 8.1. The Trustees of the Club shall be the Commodore, the Treasurer and the Secretary.
- 8.2. Should these positions all be vacant, they must be filled by the last elected President and Vice President, naturally being members in good standing.
- 8.3. The whole of the property of the Club, both movable and immovable, shall be vested in the Trustees, on behalf of, and in trust, for the Club.
- 8.4. In any action at law, or alternative dispute resolution, the Club shall sue and be sued in the name of the trustees, who shall, also have the power to sign any document on behalf of the Club.
- 8.5. The Trustees may acquire, sell off or mortgage property when duly authorized by the General Meeting.

9. BORROWING

- 9.1. The Trustees of the Club may, on due authorization by a two-thirds majority of the voting members present at any Special General Meeting, borrow money and for this purpose mortgage movable and immovable property of the Club.
- 9.2. All the members of the Club for the time being shall be jointly and individually responsible for such loans.
- 9.3. All persons who subsequently become members of the Club shall also share these responsibilities.
- 9.4. All loan documents shall be signed by the Trustees on behalf of the Club.

10. ACQUISITION AND ALIENATION OF IMMOVABLE PROPERTY

The Club shall have the power to acquire immovable property by purchase, lease, donation, bequest or any other mode of acquisition and to sell, donate, exchange, hire out, partition, mortgage or alienate the same if authorized to do so by a two-thirds majority of members present at a General Meeting of the Club. All immovable property acquired by the Club shall be registered in the name of "The Trustees of the Worcester Yacht Club".

11. INDEMNITY AND PERSONAL RISKS

- 11.1. The Club is in no circumstances liable to any person entering the Club for any injury, loss of life, collision, theft, robbery, fire damage, natural disaster involving persons or property, or any legal costs in any event. Every such person enters the Club property entirely at his/her own risk.
- 11.2. The Club will not in any way get involved or be drawn into any dispute between members and/or the public.
- 11.3. The Club specifically excludes any and all liability in respect of damage as a result of any incident, accident or collision, howsoever arising, to any person, or their equipment, assets, watercraft or boat whilst on the water or on Club property.
- 11.4. All annexures hereto, namely the 'General Rules, Regulations and Code of Conduct', 'Caravan, Cabin and Site Management', 'Water Safety Rules and Regulations', 'Architectural and Building Regulations', and, 'Grievance and Disciplinary Procedure' form part of the Constitution and will be deemed as one complete document, wherefore all provisions contained in the Constitution will apply *mutatis mutandis* to the annexures.

12. ALTERATIONS TO THIS CONSTITUTION

Alterations, additions to or deletions from the Constitutional documents shall only be valid if passed by a two-thirds majority of voting members present at a Special General Meeting of the Club.

13. INTERPRETATION

In case of doubt as to the interpretation of any of the rules of the Constitution itself, the matter shall be decided by the Committee in the manner prescribed in paragraph 7.9.1.3.

14. BADGE

The Burgee of the Club shall show three Egyptian Geese in gold on a dark blue background.

15. DISSOLUTION OF THE CLUB

The Club shall be deemed to be dissolved if the membership falls to 10 (ten) or less persons.

16. COMMENCEMENT

This Constitution shall take effect from the date of the Annual General Meeting held in the Clubhouse on 5 July 2015, and will serve as the legal and binding Constitution of Worcester Yacht Club until further amendments are imposed by legal SGM applicable to all existing and new members. All previous documents are hereby declared null and void.

GENERAL RULES, REGULATIONS & CODES OF CONDUCT

1. INTRODUCTION

In recent years the Worcester Yacht Club (the Club) has experienced a growth in membership exceeding all expectations. The “casual” day and weekend visitors have also increased substantially. This has highlighted a lot of different opinions and living standards.

The basic foundation of club membership ensures a relaxing and peaceful atmosphere to spend weekends and holidays either at a caravan or cabin site. In order to try and maintain the happiness of all members and guests it has become necessary to record rules, regulations and codes of conduct (RR & CC) applicable to a club such as ours.

The RR & CC is to be regarded as a measure to strive for in consideration of your neighbour and your Club. The Club cannot condone conduct that might compromise other members, or, be unacceptable to the basic foundation of a family club membership.

To all intents and purposes, the powers invested in the Club through the Department of Water Affairs will ensure that the RR & CC be implemented and carried out to the best interests of the Club and its members.

The RR & CC are not exhaustive and may be amended from time to time as set out in the Constitution.

2. APPLICATION AND ENFORCEMENT OF THE RR & CC

2.1. The RR & CC will apply to:

2.1.1. All Club members, all guests of Club members, all visitors, all campers, all staff members and all temporary staff members.

2.1.2. All guests from Nekkie's and Quaggas Kloof.

2.1.3. Any member of the public unlawfully entering the water through any other gate, entrance road or access to the dam.

2.2. The RR & CC will apply 24 hours a day, every day during the year, irrespective of what day of the week it is.

2.3. The RR & CC will be available from the club manager or committee, and it is every member's responsibility to know what the rules are and to abide by them. Ignorance of these rules will not be a valid excuse.

2.4. All Club members shall apply and enforce all the rules on themselves, their family members, all guests, visitors, campers and staff.

2.5. It is the duty of the standing committee members to apply and enforce all the Club rules to the best of their ability.

3. INTERPRETATION

- 3.1. Rules which are stipulated on permanent notice boards, at slipways and at the entrance, shall form an integral part of the Club rules and will be read in conjunction with the Club rules.
- 3.2. The Commodore has the right to refer all incidents, or any specific incident, to the standing Club Committee for consultation. The Commodore may also refer any incident to a Special General Meeting (SGM) or the Annual General Meeting (AGM), as need be, for a final ruling by the members.
- 3.3. Interpretation of the meaning of words, and meaning of the contents of the Club rules, shall be the interpretation of the Commodore of the Worcester Yacht Club. In the event of a dispute, the judgment of the Commodore will be considered as final.

4. PERSONAL RISK

- 4.1. The Club is not in any way responsible for any individual's person or belongings. Entrance to the Club and use of facilities on the property or water is at your own risk.
- 4.2. The Club is under no circumstances liable to any person entering the Club for any injury, cost of life, fire damage, theft, robbery or natural disaster involving persons or property, or any legal costs in any event.

5. VEHICLES

- 5.1. "Vehicles" means any car, pickup, trailer, caravan, camper, lorry, motorcycle or 4 wheel cycle, in proper roadworthy condition and licensed to travel on public roads.
- 5.2. All drivers shall be in possession of a valid driver's license. A valid driver's license holder must accompany learner license drivers as is required by law on public roads.
- 5.3. The Club in no way condones driving without the required license, and members or junior member's who are found to be driving without the required license will be dealt with severely.
- 5.4. No vehicle shall exceed a speed of 20km per hour.
- 5.5. No vehicle shall unnecessarily rotate (spin) wheels on the road surface, upheaval or the grassed areas, or, cause skid marks due to hard braking on these areas or road surfaces.
- 5.6. Meaningless or unnecessary revving of engines shall be deemed a noise nuisance and will not be tolerated.
- 5.7. Aimless driving through the Club grounds shall be deemed a nuisance and will not be tolerated.

6. ANIMALS

- 6.1. Only Club members may bring household pets onto club property. Guests may not bring any pets to the club, not even if they are staying in a member's house.
- 6.2. No animals shall enter or be allowed to remain on the property of the Club if such animal has the potential of harming or endangering the lives of people or their animals.

- 6.3. No animal shall cause, or be allowed to continue to cause, a nuisance, disturbance or annoyance of any kind, including yapping or barking.
- 6.4. When moving off your site with an animal it is the member's responsibility to ensure that such animal is under strict control. To this end it is recommended that animals with a tendency to wonder or run away from their owners be kept on a leash at all times.
- 6.5. The owner of any animal shall be responsible for the actions of such animal, and will be held responsible for all costs (doctor, hospital, legal and other) for damages incurred by the animal, and will be subject to the disciplinary procedures for any transgressions of this section.
- 6.6. Once an animal has been involved in an incident, the animal shall not return to Club property.
- 6.7. No animal shall be allowed in the Clubhouse.

7. CLUB PROPERTY / GROUNDS

Club property means the grounds allocated to the Club by Water Affairs, including but not limited to, all service installations, the Clubhouse, staff accommodation, ablution facilities, sheds, tools, implements, safety equipment and rescue boat.

- 7.1. Theft on any property will be dealt with severely.
- 7.2. No tampering with any Club property is allowed. In the event of malfunction of any installation, equipment or facility, please report this to the Club Manager or Caretaker, who will notify the relevant Committee Member.
- 7.3. No plastic objects, sanitary ware, disposable nappies, cloths and steel pins are allowed to go down the sewer system. Any person found guilty of "trashing" the ablution facilities will be summoned to appear before the Club Committee and will be held responsible for the repair or cost of repair work done.
- 7.4. Persons found misusing/by-passing the access control system at the main gate, including the distribution of the key codes to non members other than those facilitating duties on behalf of the club, will immediately proceed to the stage where they will be summoned to appear before the Club Committee. Lost tags must be reported immediately so that they can be deactivated. Your co-operation will assist the Committee in it's strive towards better security.

7.5. THE CLUB MANAGER AND CARETAKER

- 7.5.1. The Club Manager and Caretaker are under employment of the Club.
- 7.5.2. Members requiring private jobs (contracted or agreed with Club staff) must see that these tasks are carried out outside of the normal working hours for staff.

8. DISTURBANCE OF THE PEACE

- 8.1. Disturbance of the tranquil and peaceful setting at the dam by means of any noise, behaviour, conduct, appearance or action will be deemed a disturbance of the peace. No person shall cause or allow any other person to disturb the peace.

8.2. The Clubhouse is the only area reserved for parties where the noise level is not controlled and where no time limit is placed on the duration of a party. In all other circumstances and in all other places the noise level shall be kept to such a level that the nearest neighbor is not disturbed by the noise.

8.2.1. No music is to be played at such a level that it is disturbing to neighbors.

8.2.2. No talking, singing, screaming or shouting at a noise level capable of reaching the neighbours, is allowed on an ongoing basis.

8.2.3. No blowing of safety whistles, or calling 'mayday' on the radio channel is allowed, unless it is being used as a distress signal.

8.2.4. The revving of a powerboat engine on a slipway is limited to 15 minutes and not on a Sunday between 12h00 and 16h00.

8.2.5. Working with tools, power tools etc

8.2.5.1. Working with tools, power tools etc on weekdays shall not start before 07h00, and all work must cease by 18h00.

8.2.5.2. Working with tools, power tools etc on Saturdays for members to perform minor maintenance shall not start before 09h00, and all work must cease by 16h00. It is a requirement that such work not disturb your neighbors, or, that all affected neighbors consent to such disturbance.

8.2.5.3. Working with power tools is not allowed on Sundays.

8.2.5.4. Minor maintenance by members with non-power tools on Sundays shall not start before 10h00, and all work must cease by 16h00. It is a requirement that such work not disturb your neighbors, or, that all affected neighbors consent to such disturbance.

8.2.5.5. Only minor maintenance by members (as set out above) may take place during the December/January builders' holiday. No building contractors may be allowed to conduct any construction during this time.

8.2.6. No disturbance whatsoever of any nature or kind shall take place between 23h00 and 7h00 the next day.

8.3. INTERPERSONAL RELATIONSHIP

8.3.1. Foul language, derogatory remarks, drunkenness, physical assault, improper behaviour, improper conduct etc will not be tolerated.

8.3.2. No scolding of another person, no matter the provocation, will be tolerated.

8.3.3. The spreading of stories/rumors or any communication which negatively implicates the Club, or pertaining to sensitive and confidential Club matters, to other members or a third party, will not be tolerated.

8.3.4. Any Club member found guilty of any such an offence will be summoned to appear before the Club Committee.

CARAVAN, CABIN & SITE MANAGEMENT

1. INTRODUCTION

- 1.1. The piece of ground allocated to a member (called a plot/site) is the property of The Department of Water Affairs (DWAF) and governed by the Club. The site remains the property of the DWAF, and is to be managed by the standing Club Committee in terms of a lease agreement between DWAF and the Trustees of the Club.
- 1.2. No person, whether by purchase, exchange, inheritance or whatever means, will have any “tenure” on any specific piece of ground within the Club property boundaries.
- 1.3. The Club will at no time and under no circumstances re-imburse (refund) any member or claimant of whatsoever nature any monies paid in respect of “site purchase” or improvements made, whether leaving the Club by resignation, expulsion, death, or in the event that the Club dissolves.

2. USE OF SITE

- 2.1. The use and annual re-allocation of sites will at all times be at the sole discretion of the standing Club Committee.
- 2.2. Only bona fide, fully paid up members in good standing may rent a site. Members in arrears will forfeit membership and be refused entry to, or use of, their allocated site.
- 2.3. No site may be used for any purpose other than temporary accommodation for sport and recreational/holiday use, as encompassed by the activities of the Club.
- 2.4. No caravan or cabin may be used for permanent accommodation. No person or persons may occupy any caravan or cabin for an unbroken period of more than 30 days.
- 2.5. No site occupants may sub-let or lend the site to any other party. The site occupant (member) must at all times be present when having guests at the Club.

2.6. MINIMUM USAGE OF SITES

- 2.6.1. As a guideline, occupants of sites are expected to use their sites at least 8 (eight) times during a season (Opening to Closing Cruise).
- 2.6.2. Failure to comply with this requirement could result in the site being re-allocated to another member.

3. GUESTS

- 3.1. Member’s guests are welcome at the Club, but no member shall allow guests to enter the Club grounds, use any facility or stay in his/her private accommodation without his/her presence at the Club.
- 3.2. Members may bring guests to the Club but shall be responsible for the behaviour of such guests, for the payment of any fees or penalties due, as well as their observance of all Club rules.

- 3.3. Should there be a breach of Club rules by a guest, then the host member will be held responsible for such breach, and any further consequences thereof including the payment of a penalty fine if one is issued by the committee.
- 3.4. Only WYC members may bring household pets onto Club property. Guests may not bring household pets or any other animals onto the club grounds.
- 3.5. A maximum of 8 (eight) persons may occupy a site simultaneously.

4. PROCEDURE FOR SELLING SITE

- 4.1. All sites for sale are to be registered with the committee. The committee will only approve a sale of a site by a member if such member's annual fees are fully paid up.
- 4.2. Sites and or the improvements made thereon may not be sold to non members. The purchase of a site by these means will not in any way guarantee a membership.
- 4.3. A non-member buyer will first need to apply for membership as set out in paragraph 3.4 of the Constitution.
- 4.4. The committee must be provided with a purchase agreement document clearly stating all details of the transaction, including the purchase price, and commission payable, together with a copy of an electrical compliance certificate for the site.
- 4.5. Only once membership has been approved and finalised may the buyer pay the seller for the site purchased.
- 4.6. Only once the buyer has paid all fees due as well as the required 5% commission to the Club may he take occupation of the site, and start using the site.
- 4.7. The previous owner will by default remain a non site-owning member. It is the responsibility of any such member who has sold his/her site to inform the committee in writing of his/her intended resignation of membership.

4.8. COMMISSION ON SALE OF PROPERTY

- 4.8.1. A 5% buyer's commission shall be levied in favour of the Club on the total value of any sale of existing dwellings and the extension of rights of use to anyone on such plots.
- 4.8.2. This commission will by default be claimed from the buyer, and despite any alternative arrangement made between buyer and seller, the Club will claim any outstanding commission from the buyer.
- 4.8.3. The aforementioned commission shall be paid to the Club prior to any legal transfer/cession of any rights from one party to another.
- 4.8.4. Any commissions raised as a result of such aforementioned sales and/or improvements, shall be deposited into the Club's bank account and applied as and when the need arises, for the benefit of the Club.
- 4.9. Should any monies of whatsoever nature be outstanding and payable to the Club by either party to such transaction, the transaction shall be suspended until such time as such outstanding monies have been paid.

- 4.10. Speculating with any property at the Club is expressly forbidden.
- 4.11. No member is allowed to possess more than one plot or one boathouse, unless such sites or boatsheds are situated adjacent to each other.

5. MAINTENANCE

- 5.1. The upkeep of sites and improvements thereon to an acceptable standard is the sole responsibility of the occupant.
- 5.2. The member/owner is responsible for the short and long term maintenance of his/her plot and improvements thereon, insurance premium as well as maintaining the plot in a neat and acceptable condition. This includes, but is not limited to, the trimming of shrubs and trees as well as removal of refuse not in the scope of the duties of the Club staff.
- 5.3. In the event that a member is notified in writing by the Club Committee to maintain, repair or tidy his/her site and no attempt has been made by the last date, the Club reserves the right to appoint a sub-contractor to do the necessary work, for the account of the defaulted site occupant. The owner will not have any recourse against the Club or any third party for any damages or loss so suffered
- 5.4. The Club is only responsible for maintenance and repair of the main line of electricity and water. It is the member's responsibility to maintain and repair any faults on his/her own site.

5.5. TREES AND OTHER VEGETATION

- 1.1.1. Trees and other vegetation may not be cut or removed without the prior approval of the Club committee.
- 1.1.2. No member may under any circumstances trim, cut or remove a tree or shrub which is not situated on his/her site.
- 1.1.3. Shrubs, hedges and trees that are not listed as alien vegetation may be planted freely, but bear in mind the view of other sites over the Club and water.
- 1.1.4. Trees and shrubs with large mass that could restrict the view of the dam from other plots may not be planted without prior permission. The Club reserves the right to serve notice to the owner to trim such offending vegetation. If no action is taken within the specified time by the owner, the Club may appoint a contractor of its choice to trim or remove in total such vegetation, without recourse for compensation from any party.

2. GENERAL REGULATIONS

- 2.1. No permanent structures of any nature whatsoever may be erected on sites without the Committees prior approval as set out in the Architectural Building Regulations document.
- 2.2. Boats, trailers, etc may not be permanently parked on unpaved areas on sites, except when the member is in residence.
- 2.3. Only braai fires are permitted and only in portable or specially constructed braai areas. Ensure to extinguish your coals afterwards.

- 2.4. The caretaker will water lawns, etc. where hoses and sprinklers are provided and mow lawns if and when able to do so.
- 2.5. Refuse must be placed in black bags before placing in the bin. Bins will be emptied on a regular basis.
- 2.6. A 20A circuit breaker is the maximum that may be used per site. Appliances with high consumption such as ovens, geysers, heaters, air conditioners, tumble-dryers, etc. may be used, but such use must be monitored and managed so as to avoid exceeding 20 Amps.

WATER SAFETY RULES & REGULATIONS

1. INTRODUCTION

- 1.1. The WYC is the sole body designated by the Department of Water Affairs and Forestry to control all activities on and around the Brandvlei Dam.
- 1.2. Any activity on or near such a vast expanse of water has its own inherent dangers.
- 1.3. The term “boat” or “boats” used in the following rules means any craft used for flotation, including all power boats, all water bikes, all sailing boats, all windsurfers, all paddle craft, skiers, tubes towed etc.

2. POWER OF AUTHORITY

- 2.1. All boats shall be open for inspection by the Safety Officer, Lifeguard on duty, any WYC Flag Officer or any of the Club Committee Members responsible for Rescue.
- 2.2. Any boats launched at any other spot along the shore of the dam, other than the two official launching slipways as approved by DWAF, shall do so in contradiction of the rules and regulations of the Water Affairs Act.
- 2.3. Any boat ignoring any signal, sign, instruction, directive or command from the rescue boat or other rescue personnel, or trying to outrun the rescue boat, shall immediately be taken off the Water.

3. SAMSA REQUIREMENTS

- 3.1. The Club will enforce all SAMSA rules and regulations (as amended from time to time) which are applicable to inland water dams such as the Brandvlei Dam.
- 3.2. Vessels which do not comply with the regulations and minimum requirements as set by SAMSA will be refused the right of entering the water.
- 3.3. All powered vessels under 9 meters with an engine over 15hp are to be operated by a Skipper with a valid Skipper’s licence. Such vessels may only be operated by a person who does not have a skipper’s license if he/she is accompanied on board by a licensed skipper.
- 3.4. It is the responsibility of the Skipper to ensure the safety of all occupants on board at all times and that the vessel complies with all SAMSA and WYC’s rules and regulations, as amended from time to time.
- 3.5. All boats launched shall comply with the minimum safety equipment as prescribed by regulations contained in this writing as well as additional equipment as required by SAMSA when issuing a Certificate of Fitness.
- 3.6. The following minimum safety equipment must be on board before launching:
 - 3.6.1. Suitably approved life jacket for at least each person on board
 - 3.6.2. One or more suitable paddles or oars (water-ski)
 - 3.6.3. Bailing bucket or hand pump/bilge pump]
 - 3.6.4. Fire extinguisher (1.5kg)

- 3.6.5. Tow rope (ski rope)
- 3.6.6. Anchor
- 3.6.7. First aid kit
- 3.6.8. Sounding device such as a whistle, hooter or fog horn
- 3.6.9. Red flag measuring approximately 500 x 500mm
- 3.6.10. Kill switch with attaching cord
- 3.6.11. Two way a radio to Club operating channel or cell phone (optional, but recommended).

4. OPEN AND CLOSED SEASON

4.1. OPEN SEASON

4.1.1. Open season is the period between the annual opening cruise and closing cruise during which time the Club ensures that the rescue team is on duty.

4.2. CLOSED SEASON

- 4.2.1. Closed season is the period between the annual closing cruise and opening cruise.
- 4.2.2. The rescue team is off duty during the closed season.
- 4.2.3. Should you wish to use the water during the closed season the following must be done:
 - 4.2.3.1. Inform the Club Manager that you will be on the water.
 - 4.2.3.2. Provide a cell phone number for a phone which will be with you on your vessel, or, confirm that you have two way radio communication and ensure you know which channel to use.
 - 4.2.3.3. Be off the water by 17:00 at the latest.

5. SAFETY RULES

5.1. OPERATION AND CONTROL OF BOATS

- 5.1.1. All boats shall be entered in a register maintained by the Club. All boats shall display their registration numbers on either side of the hull in letters not smaller than 75mm high.
- 5.1.2. Suitably approved life jackets for each person must be easily accessible and any child (under the age of 12) on board is to wear their life jacket at all times. Jetski riders, of all ages, are to wear their life jacket at all times.
- 5.1.3. The skipper of any powerboat must attach the kill switch cord to his body or arm.
- 5.1.4. No person shall jump or dive from a boat, which is under way.
- 5.1.5. No person shall be on the bow, forward deck or gunwale of any powerboat which is underway unless sufficient safety rails or guards have been installed. Sitting on the pontoons of inflatable boats is only permitted if the craft is fitted with adequate hold ons.
- 5.1.6. Parking of any vehicles and/or trailers on the slipways is expressly forbidden.

5.2. NO PERSON SHALL OPERATE A BOAT ON THE WATER UNDER THE FOLLOWING CONDITIONS

- 5.2.1. Whilst under the influence of alcohol or a narcotic drug. The maximum permitted level of alcohol in the blood shall be equal to the limit as set from time to time for public roads.

- 5.2.2. In a reckless or negligent manner.
- 5.2.3. In a manner which constitutes a nuisance.
- 5.2.4. If the boat is not registered or does not display the issued registration number.
- 5.2.5. If it has more persons or a bigger load on board than it was designed to carry.

5.3. RESTRICTED AREAS:

- 5.3.1. No powerboat shall pass within 20m of the swimming area as demarcated by the red buoys, other than at idling speed including in front of slipways.
- 5.3.2. No boat shall accelerate to planning speed, taxi up and down, remain playing or release skiers inshore of the line of red buoys starting at Nekkies Resort and ending at the north-eastern tip of the club.
- 5.3.3. No water bike / jetski shall play within 200m of any shore nor play directly in front of the swimming area and slipway.
- 5.3.4. No boat shall enter or remain within 100m of the inlet/outlet systems of the dam.
- 5.3.5. After sunset and before sunrise a boat that is anchored must have at least one light that is lit and visible for 360 degrees and a distance of 1km.
- 5.3.6. After sunset and before sunrise any boat that is underway must display, shining forward, a red light to port and a green light to starboard, visible at a distance of at least 250m.

5.4. WATER TRAFFIC RULES

- 5.4.1. No vessels shall follow directly in the wake of another, or a skier, or any towed apparatus.
- 5.4.2. Any powered vessels shall at all times give way to all other vessels and a row boat or canoe shall give way to a sailboat.
- 5.4.3. When two vessels approach each other head-on, each must pass the other on it's own port side (left), at such a distance and speed that they don't endanger each other.
- 5.4.4. White buoys on the water indicate the presence of known dangerous objects under the surface. Keep to a safe distance from these buoys. With the ever-changing water level it is not possible to know the location of all hazards.

6. AQUATIC SPORTS

- 6.1. The terms "skier" and "skiing" refer to any towed activity which includes, but is not limited to, water-skiing, knee-boarding, wake-boarding, tubing, banana rides and parasailing.
- 6.2. All skiers shall wear a suitable size life jacket. A wetsuit does not constitute a life jacket.
- 6.3. No skiing shall be practiced between sunset and sunrise.

- 6.4. The area directly outside the set of red buoys is the start and drop-off zone.
- 6.5. The towing vessel must operate in an anti-clockwise direction.
- 6.6. An observer (other than the driver) of the skier or persons in or on the water, is at all times required on any towing vessel including jet skis.
- 6.7. All powerboats manoeuvring to start, restart or recovering a skier, must hoist and display the red flag.
- 6.8. No skier shall drop a ski except at a spot where the discarded ski does not constitute a danger to any other skier or vessel.
- 6.9. As soon as a skier releases the towing line, the skipper shall immediately turn around, display the red flag, take the skier in tow again or take him/her on board. The towrope must be recovered immediately.
- 6.10. All powerboats towing a skier have right of way over other powerboats preparing to tow a skier or not towing a skier at all.
- 6.11. No persons may ski whilst under the influence of alcohol or any other substance having a narcotic effect.

7. UN-ACCEPTABLE BEHAVIOUR ON THE WATER

- 7.1. No person shall, whilst in the water area:
 - 7.1.1. Use indecent, offensive or improper language;
 - 7.1.2. Behave in an offensive, improper or disorderly manner;
 - 7.1.3. Stay, bathe or sunbathe in the nude or not properly clothed;
 - 7.1.4. Wilfully or negligently do anything which will cause an inconvenience to any other person using the water area, or which will disturb the peace;
 - 7.1.5. Allow pollution of the water through avoidable fuel or oil spills; and/or
 - 7.1.6. Pollute the water or land with bottles, cans or refuse of any kind.

ARCHITECTURAL AND BUILDING REGULATIONS

PREAMBLE

The Worcester Yacht Club Plan Approval Committee comprises of three members consisting of a Grounds Committee member and two other Committee members. The procedure as enumerated below is to be followed when submitting sketch designs and building plans for approval by the Committee prior to submission to the Department of Water Affairs and Forestry (DWAF) (the land owner) and before application is made to the Local Authority (Breede Valley Municipality).

The WYC Manager has the authority to halt any construction which, in his/her opinion (discretion), does not conform to the plans submitted and approved. No member or contractor will have any recourse against the WYC Manager or the Club for any delays and loss suffered as a result of such halt in construction.

1. THE PLAN REVIEW PROCESS

- 1.1 Plans are first to be submitted to the WYC Committee for scrutiny. An initial sketch design can be PDF'd and emailed to the Committee for comment. This should include a site plan, floor plan, sections and at least two elevations of the proposed building or alterations. All applications must include the written approval, on the prescribed form, of at least 3 neighboring owners. Any objections to the proposal by a neighboring owner must be done in writing. In the event that the proposed improvements meet all requirements but objections have been received, the applicant may approach the WYC Committee for a final ruling.
- 1.2 Approval of the sketch design or any comments will be returned to the member.
- 1.3 4 (four) complete sets of the plans can then be submitted to the committee for final approval prior to submitting to DWAF and the BVM for their approvals. The cost of submissions to DWAF and BVM (where applicable) are for the account of the applicant. One set of the plans will be kept on file for record purposes.
- 1.4 Once approved by the DWAF and BVM the plans are to be re-submitted to the WYC Committee for final approval before commencing with site operations and building work.
- 1.5 No building work of any nature may commence before final approval by the WYC Committee.
- 1.6 Refer to 3.14 for further general building requirements which must be met.

2. REQUIREMENTS FOR PLANS

- 2.1 Plans are to be complete with Title Block indicating all contact details, as well as street name and number.
- 2.2 Plans are to contain clear drawings of the following:
 - 2.2.1 Site plan, floor plan, all elevations, all the necessary sectional views, all free heights (clearance heights), Window and Door schedules as well as all relevant measurements;

- 2.2.2 On-site vehicle/boat parking must also clearly be indicated.
- 2.2.3 Building materials are to be clearly indicated and all new materials used, are to be coloured in in the recognized National Building Code color; and
- 2.2.4 Must clearly indicate where in the structure the pre-paid electricity meter and distribution board (DB) will be located.

3. CLUB SPECIFIC REGULATIONS AND GUIDELINES

3.1 DEFINITIONS

- 3.1.1 PLOT - Is the area or portion of ground allocated to a member of the WYC in good standing. The dimensions of each individual plot will be as described and pointed out by the WYC Committee, to its sole discretion. As a general rule the street frontage will be the main boundary as reference point, bordered on the left and right hand sides by the adjacent plot/s or indicated open space. The rear boundary (towards the water) will normally include the embankment of the terrace, onto the edge of the roadway, or level ground, directly in front of the slope.
- 3.1.2 HOUSE/CABIN/TIMBER FRAME HOME/LOG CABIN - Is a freestanding dwelling or construction.
- 3.1.3 LEAN-TO - Is a dwelling or construction attached to and in unity with a caravan/mobile home.
- 3.1.4 CARPORT/PERGOLA/SHADEPORT - Is a raised structure with at least two open sides, either freestanding from, or connected to a house or lean-to, for the purpose of providing protection against the elements from above. Posts to be adequately anchored in the ground to withstand strong winds.
- 3.1.5 VERANDA/STOEP/DECK - Is an area solely designated for exterior pedestrian relaxation. It may be covered over to provide protection against the elements from above. Refer to 3.17 for further roof construction requirements.
- 3.2 The maximum length of any structure will be determined by paragraph 3.6 and 3.12.
- 3.3 The maximum width of any structure will be determined by paragraph 3.4 and 3.12.
- 3.4 The maximum internal width of a lean-to will not exceed 4.00 meters.
- 3.5 The finished roof height and apex direction, as it impacts on or impairs the view of owners from behind, will be taken into consideration with the application. Also refer to 3.8.
- 3.6 On-site parking; a minimum of one parking bay, free from the roadway, adjacent to the plot, of minimum dimensions 5.0m x 2.5m, must be provided on each plot. This open, undeveloped area may include the building line in paragraph 3.12.
- 3.7 Open or covered patios/verandas (stoeps) may be attached to a house or lean-to.
- 3.8 The maximum roof apex height shall not exceed 4.50m, taken from mean roadway level as natural ground. This includes hand railings for raised look-out decks, etc. Chimneys excluded.

- 3.9 Concrete may be cast as foundations, but to floor level only.
- 3.10 No brick/block and or mortar walls may be used to construct any house, structure or part thereof above ground level. Braai enclosures (as contemplated in 3.19) are excluded. Lower levels (basement) retaining walls within the excavation as described in paragraph 3.13 are a prerequisite. Such retaining walls may not protrude above the top mean roadway level (3.13) and are to be professionally designed and monitored during construction.
- 3.11 Braai's are to be built on a suitably designed foundation and have a face brick and/or plastered and painted finish.
- 3.12 FIRE BREAK AND SAFETY DISTANCES
- 3.12.1 Contrary to any of the above regulations, a building restriction line of at least 1.00m will prevail around the perimeter of the allocated plot or site for possible services. It is the responsibility of the owner and Architectural designer to conform to the South African National Standards 10400 Part T regarding the fire safety distances from the notarial property boundary and any structures on adjoining properties.
- 3.12.2 This includes the placing of carport or pergola posts as well as roof overhangs (Undeveloped parking excluded).
- 3.12.3 Therefore the maximum area available for development of a plot (total coverage) will be governed by the 1.0 m or Fire Safety distance rule.
- 3.13 DOUBLE STOREY'S
- 3.13.1 Where the plot allows excavation to a lower level, a double storey house may be built.
- 3.13.2 No development, the bottom level of foundations included, may be lower than 4.00m above the 210.00m DWAF waterline.
- 3.13.3 Internal minimum clear (ceiling) heights will be as per National Building Regulations.
- 3.13.4 The 4.0 m (minimum) and 4.50 m (maximum) rules will however, always take preference. (refer to paragraph 3.15 for specific regulations)
- 3.14 GENERAL REQUIREMENTS
- 3.14.1 All building work will comply with the current minimum requirements of the National Building Regulations.
- 3.14.2 Only pre-approved structures will be acceptable and may be erected; any deviation from approved plans will lead to an instruction to demolish. Refer to the preamble.
- 3.14.3 Refusal to demolish any unapproved structures will place the offending member in a position of non-compliance and will therefore be treated as per the grievance and disciplinary procedures.
- 3.14.4 Each house/lean-to or plot will be required to have a DB and a prepaid electricity meter fitted. The pre-paid electricity meter will be supplied and installed by the Club at the member's cost.

- 3.14.5 Pre-paid electricity can only be purchased from the Club. Tampering with the pre-paid electricity meter for any reason whatsoever, will constitute a serious offence and be dealt with accordingly. The pre-paid electricity meters are fitted with a tamper-proof device and will require a special code to unlock.
- 3.14.6 Electrical, water and sewerage installations must be installed by a certified tradesman and at all times comply with the minimum National Building Regulations.
- 3.14.7 All structural timber used is to be treated against beetle and rot attack, as prescribed by National Building Regulations.
- 3.14.8 Building of new structures is to be completed within 6 (six) months after commencement of building works.

3.15 FLOORS

- 3.15.1 Timber frame houses; preferably wooden floors internally on suitably treated stilts/posts and suitable quantity of joists.
- 3.15.2 Lean-to's; internal wooden floors as per paragraph 3.15.1 if above ground, or any suitable paving with damp course if at ground level.
- 3.15.3 Stoeps/patios/veranda's/deck; suitably SABS treated and preserved timber above ground as per paragraph 3.15.1, or any suitable paving at ground level, sloped to allow for natural drainage. Paving material to be supplied with edges (border) cast onto mortar so as to prevent slippage.
- 3.15.4 Carports; suitable paving material on well-compacted crusher dust, sloped to allow for natural drainage. The edges (borders) to be cast onto mortar so as to prevent slippage.
- 3.15.5 No concrete surfaces or slabs may be cast; except as for foundations as in paragraph 3.9 and also read with paragraph 3.13 for the establishing of a ground floor "basement", where the 1st floor will be considered to be a normal raised wooden floor on suitable joists.

3.16 WALLS

- 3.16.1 All timber used must be treated as per SABS specifications for structural timber applications and the design needs to be of sufficient structural integrity.
- 3.16.2 External cladding to be timber in "ship lap" or "log" style. Nutec fibre cement cladding to be "Vermont Handiplank" strips of 110mm or 225mm width. No products containing asbestos may be used. All cladding planks are to be affixed horizontally.
- 3.16.3 Timber cladding to be preserved with a suitable SABS approved oil or varnish or painted with a good quality PVA.
- 3.16.4 Nutec "Handiplanks" (or timber cladding) to be painted with suitable SABS approved paint or stained with suitable varnish.
- 3.16.5 Should a member wish to paint his/her newly built house, the colour needs to be submitted to the Committee together with the application of the building plans, or,

if a member wants to repaint an existing house, the colour needs to be submitted to the Committee for approval prior to painting commencing. The standard colour prescribed is “a shade of brown”.

3.16.6 External visible brick walls for fireplace surrounds are to be plastered and painted, or, have facebrick finishes in shades of “Autumn Harvest” or “wheat”.

3.16.7 Window frames may be Meranti timber or anodized aluminium in bronze, white or natural finish.

3.16.8 Doors; Single entry doors preferably to be of Meranti and sliding doors to be of Meranti or aluminium as in paragraph 3.16.7.

3.16.9 Doors and window styles/design to be matching throughout. There is no prerequisite for the style and design of burglar guards or safety gates.

3.17 ROOF CONSTRUCTION

3.17.1 All roof construction must comply with National Building Regulations.

3.17.2 Roof finish may be corrugated or IBR profile galvanized metal sheets, corrugated metal or IBR profile Chromadeck “Longspan” sheets or Everite “Big Six” corrugated profile fibre cement sheets (no asbestos products may be used). Green corrugated or IBR profile translucent sheets may be used over verandas and decks

3.17.3 All roof surfaces shall be painted “tennis court green” or Chromadeck “Heritage Green”.

3.17.4 Where shade netting is used over verandas or decks, the colour must be plain green. No striped patterns are allowed.

3.17.5 Wooden lattes may be used, but only over verandas and covered decks. The lattes must be tannalith treated timber, stained and preserved in brown, so as to comply with the colour scheme regulations. Structures for affixing such lattes to be designed as pergolas and properly constructed so as to conform to the building requirements.

3.17.6 Where a lean-to is erected in combination with a caravan, etc., the lean-to roof is to conform to all the regulations as though it were a free standing construction.

3.17.7 For roof apex heights and ridge directions, refer paragraph 3.5 and 3.8.

3.17.8 A caravan may be enclosed with cladding so as to have the appearance of a free standing construction. Such construction will conform to all the regulations of a free standing construction.

3.17.9 When the caravan is permanently removed, the lean-to structure is to be converted to conform to all the regulations of a free standing construction.

3.18 CARPORTS

3.18.1 Carports may be erected over the designated parking area on the plot.

3.18.2 The construction must be in the same style as the main house although the roof may be sloped one direction.

3.18.3 Carports may be free standing or attached on one or more sides to the main structure. Refer to paragraphs 3.6 and 3.12.

3.18.4 Roof materials to conform to paragraphs 3.17.2 and 3.17.3.

3.19 BRAAI AREAS

3.19.1 New free standing built up braai areas are to conform to paragraphs 1 and 2 (plans and approval), as well as paragraph 3.12 (1.0 m rule).

3.19.2 Built up braais will only be constructed of bricks and on adequate concrete foundations cast into the ground.

3.19.3 Free standing built up braais may be built to a maximum height of 3.0 m above the mean natural ground level.

3.19.4 For an interior or under roof braai, the chimney may not protrude more than 1 000mm above the apex of the main house or construction.

3.19.5 It is recommended that cowls (turbo or swivel) are fitted to the top of chimneys to restrict the flying of sparks.

4. SEWERAGE

4.1 Only self-contained and closed pumped sewerage systems without overflows may be installed. The use of a high quality automated stainless steel submersible pump is recommended as only liquefied waste may be pumped into the Club's system.

4.2 No systems with French drains and overflows, etc. may be installed and all waste water must be contained so as not to under any circumstances pollute the ground or water of the dam.

4.3 Owners must connect to the Club's sewerage system at own cost. Maintenance of the sewerage system from the house to the main line of the Club is for the account of the owner. It is advised to fit a shut-off tap between the sewerage system on the plot and the club main line. Contact the club management before attempting any connections.

4.4 Where it is not possible to connect a pumped system to that of the Club, a contained and closed system (without overflow) of ample capacity may be fitted only with prior written approval. The pumping out of such a system will always be for the account of the owner. The Club reserves the right to appoint a contractor of its choice to empty such a system when need be, always for account of the owner

5. ELECTRICITY

5.1 The WYC does not guarantee the supply of uninterrupted electricity.

5.2 As the WYC purchases electricity directly from ESKOM, the Club cannot be held liable for damage to personal electrical or electronic equipment due to "power spikes".

5.3 All new and existing houses and structures must have a pre-paid electricity box installed as close as possible to the DB board. All electrical connections need to be 'post' the pre-paid electricity box so as to avoid using electricity which is not paid for.

- 5.4 All electrical connections and wiring systems must be installed by a qualified technician and must comply with National Building Regulations. An electrical certificate of compliance of the technician as well as the installation, must be supplied for all new installations and building applications.
- 5.5 It is recommended that electrical cabling leading to the house is safely buried underground.
- 5.6 Each plot is restricted to 220/250 Volts at 20 Amps single phase supply.
- 5.7 The pre-paid electricity box has an overload switch that will trip if you draw more current than your allocation. Please manage your own power consumption.
- 5.8 The WYC distributes electricity to the connection boxes in various locations on the Club grounds, where its risk and liability ends. The maintenance and risk of electrical connections post the connection a box is that of the member/plot owner/occupier.
- 5.9 Refer to paragraph 3.14.5 regarding the purchase of pre-paid electricity.
- 5.10 Tampering with electricity, an electricity supply system or a pre-paid electricity supply box in any form, for whatever reason, will result in a financial penalty as described in the Rules, Regulations and Codes of Conduct
- 5.11 As of June 2012 it is recommended that new houses are built with gas or solar powered water heating systems. This excludes WYC structures and installations. It is further recommended that any existing faulty electrical geysers be replaced with gas or solar powered water heating systems. This excludes WYC structures and installations.

6. WATER

- 6.1 Fresh, potable drinking water is only available at the clubhouse.
- 6.2 The WYC cannot guarantee the uninterrupted supply of pumped water from the dam.
- 6.3 A shut-off tap, for the cost of the owner, must be installed where the pumped water from the Club system enters a plot. Contact Club management before joining into the system. Because of possible pressure surges, it is recommended that the shut-off tap is closed when the house is not occupied.
- 6.4 The gardening staff will water lawns when their programme allows for time to do this and only where hosepipes are available.
- 6.5 Members with computerized sprinkler systems are requested to set the time of watering to after midnight and before daybreak only, so as to allow sufficient pressure in the system for human peak hour consumption. (Gas geysers require a minimum pressure to operate)
- 6.6 Please also take the seasonal demand of watering into consideration, so as not to over-wet the lawns. (Too wet lawns cannot be mowed and interrupt the schedule)

7. GENERAL

- 7.1 All plots must have the street or avenue address number clearly displayed.
- 7.2 All plots must at all times be accessible to WYC staff, the SAPS, DWAF officials and or their designated representatives.
- 7.3 Storage areas are to be discreet, out of site and tidy at all times.
- 7.4 All visible septic tanks and sewerage systems, external electrical geysers, etc., shall be neatly enclosed with the same material and finish as that of the main house.
- 7.5 No alien vegetation as stipulated in Government notices may be planted and the Club reserves the right to remove such vegetation without notice. The owner will have no recourse for compensation from any party.

GRIEVANCE AND DISCIPLINARY PROCEDURE

1. INTRODUCTION

- 1.1. The procedures set out in this document are applicable to transgression of all rules contained in the Constitution and all of its annexures as amended from time to time.

2. GRIEVANCE OR COMPLAINTS BY MEMBERS

- 2.1. The WYC committee will not in any way get involved or be drawn into a dispute between members, guests, campers or day visitors unless a rule or regulation in this document has been transgressed.
- 2.2. The committee will not deal with a club related grievance or complaint unless it is submitted to the committee in writing.
- 2.3. The committee will take all necessary steps to deal with grievances and complaints.
- 2.4. If a member is dissatisfied with the decision of the committee, or action taken by the committee as a result of such grievance or complaint, then such member shall have the right of appeal to an AGM or SGM. Notice of such appeal must be lodged in writing with the secretary of the club within 14 (fourteen) days after the written decision of the Committee has been communicated to the member.

3. PENALTIES FOR TRANSGRESSION OF RULES

- 3.1. The committee has the authority to impose the following penalties depending on the severity of the transgression:
- 3.1.1. Issue written warnings;
 - 3.1.2. Issue a financial penalty;
 - 3.1.3. Call member to appear before the committee;
 - 3.1.4. Suspend membership; or
 - 3.1.5. Call member to appear before an SGM or AGM.
- 3.2. A member may be expelled from the club by a two-thirds majority vote by the members at an AGM or SGM.

4. FINANCIAL PENALTIES

- 4.1. The WYC committee has the authority to impose a financial penalty on club members, guests of club members, visitors, campers and staff members who have transgressed one or more of the WYC rules.
- 4.2. Should a member's guest or visitor transgress a WYC rule then the fine will be imposed on the host member, and such member will be responsible for payment of the fine.
- 4.3. The fine will be sent to the member via electronic transmission email.
- 4.4. The fined amount is to be paid into the WYC bank account within 14 calendar days of receipt of the emailed letter and fine.
- 4.5. Should a member want to dispute the fine the member will first be required to pay the fine in full, and attend a meeting to discuss the matter with the committee. Should the majority

of the committee feel that the fine was unjust then the member's WYC account will be credited with the fined amount.

- 4.6. Should the member refuse to pay the fine then the members account will show to be in arrears, and dealt with accordingly.
- 4.7. The amount of the fines will be decided on by the members of the Club from time to time. The fined amount will be based on the seriousness of the transgression:
 - 4.7.1. Normal transgressions will be R500.
 - 4.7.2. Normal transgressions include, but are not limited to, littering, loud music, inconsiderate parking; smoking in the club house; and tidiness of a member's site (house and garden).
 - 4.7.3. Serious transgressions will be R2000.
 - 4.7.4. Serious transgressions include, but are not limited to, fist fights, drunken driving, verbal abuse; tampering with electricity, underage driving without a valid driver's license, breach of SAMSA rules, tampering with the property of members, breach of building regulations, and ignoring an instruction by rescue while on the water.
- 4.8. The lists of normal and serious transgressions are not limited to only these transgressions. The committee has the authority to decide if a transgression that is not listed qualifies as a normal or serious transgression.

5. REMOVAL FROM CLUB GROUNDS AND SUSPENSION OF MEMBERSHIP

5.1. REMOVAL FROM CLUB GROUNDS

- 5.1.1. A member who is guilty of a sever transgression of rules may be instructed to leave the club property immediately by either the WYC manager, any WYC Flag officer or local water affairs representative.
- 5.1.2. Such member will be escorted off the club property.
- 5.1.3. If the member refuses to leave the property, the SA Police will be called and instructed to forcefully remove the member from the property. Such member will then also be charged with trespassing.

5.2. SUSPENSION OF MEMBERSHIP

- 5.2.1. A continuous transgressor may have his/her membership suspended for a period of time not exceeding six months.
- 5.2.2. In the case of a family membership the committee will decide whether such suspension will have an effect on the membership of the remaining family members.

6. EXPULSION FROM WYC

- 6.1. In the event of a two-thirds majority vote by the members in favour of expulsion of the transgressor the following steps will be taken:
 - 6.1.1. The transgressor's membership will be terminated and the member shall be expelled from the club with immediate effect and barred from re-entry without the committee's permission.

- 6.1.2. This termination of membership and expulsion from the Club will extend to the transgressor's dependants (in the case of a Family Membership), parents or guardians (in the case of a Student or Junior Membership).
- 6.1.3. The expelled member will not be entitled to any refunds of membership or site fees.
- 6.1.4. The expelled member's movable property, if any, is to be removed from the Club premises within two months from date of expulsion.
- 6.1.5. Any structures or improvements to sites belonging to the expelled member are to be removed within six months or sold.
- 6.1.6. Should the expelled member fail to remove any of the belongings within the period stated above, ownership shall be forfeited to the Club, as per the Constitution, and may be sold and proceeds will go to the Club.

7. DISCIPLINARY PROCEDURE FOR TRANSGRESSION OF RULES AND REGULATIONS

7.1. FIRST OFFENCE

- 7.1.1. A first time transgressor of the WYC rules will be given written warning which includes the incident, and which rule was transgressed as a result of the incident.
- 7.1.2. The written warning may be accompanied by a financial penalty if the Committee feels that it is justified.
- 7.1.3. Such warning shall be entered in the minutes for the record at the first Committee Meeting thereafter.

7.2. SECOND OFFENCE

- 7.2.1. Anybody transgressing the WYC rules after having received a prior written warning from the committee for the transgression of the same rule or another rule, shall be deemed a second time transgressor.
- 7.2.2. Depending on the severity of the incident a second time transgressor will:
 - 7.2.2.1. Be given a final written warning; and
 - 7.2.2.2. Be issued with a financial penalty; and/or
 - 7.2.2.3. Be suspended for a period of time; and/or
 - 7.2.2.4. Be called to appear before the committee to explain the misbehavior and/or conduct.
- 7.2.3. A second time transgressor may at the time of the offence be asked to leave the property immediately.

7.3. CONTINUOUS TRANSGRESSORS

- 7.3.1. A club member who continues to transgress the same or different WYC rules on a continuous basis, despite having received written warnings, will be deemed a continuous transgressor.
- 7.3.2. Continuous transgressors will be prohibited from entering the club property for a period of time determined by the committee, but not exceeding six consecutive months.

7.3.3. If a member who has been prohibited from entering the club as set out in 7.3.2 above returns to the club and continues to transgress any WYC rules then the following procedure is to be followed:

7.3.3.1. The member will be summoned to appear before a AGM or SGM;

7.3.3.2. After representations by both the committee and member concerned, the members will be asked to vote on whether or not such member is guilty of continuous transgression of rules;

7.3.3.3. If two thirds of members present at such meeting find the member concerned to be guilty, then the members will vote on whether such member should be expelled from the club or not;

7.3.3.4. Should the member not be expelled, an alternative punishment may be decided on if the members present at such AGM or SGM feel it necessary.

7.4. SEVERE TRANSGRESSORS

7.4.1. Should a member bring the Club in disrepute or put the Club in jeopardy, of any form, he/she will be summoned to appear before the standing committee for a hearing, without having had received an oral or written warning.

7.4.2. Should the transgressor fail to appear before the committee after two consecutive requests, without requesting an alternate date in writing, the hearing can be heard in his/her absence.

7.4.3. Depending on the severity of the offense, the committee may suspend the transgressor for a period, not exceeding six consecutive months.

7.4.4. Alternatively should the committee recommend expulsion of the transgressor, a SGM will be called to put the findings to the members for final determination.

7.4.5. Should the transgressor fail to appear at the SGM, without requesting an alternate date or postponement, in writing, the SGM will be held in his/her absence.

7.4.6. The transgressor will be entitled to address the members in his/her defense. The transgressor will not be entitled to any representation at the hearing or SGM.

7.4.7. The proceedings will be run by an independent adjudicator.

8. DISPUTE RESOLUTION

8.1. The WYC committee will follow the WYC disciplinary procedure for transgression of rules when dealing with members who transgress any rule or regulation in the Constitutional documents, or any of it's annexures.

8.2. If any dispute arises between the WYC and any of its members out of or in connection with the WYC Constitutional documents, or any decision made by or action taken by the WYC Committee or WYC employees, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of Arbitration.

8.3. A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

- 8.4. Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.
- 8.5. In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 (fifteen) business days thereafter, the Parties must refer the dispute for resolution by way of mediation in accordance with the then current rules of the South African Association of Mediators ("SAAM").
- 8.6. In the event of the mediation envisaged in 7.4 failing in terms of the rules of SAAM, the matter must, within 15 (fifteen) business days thereafter, be referred to arbitration as envisaged in the clauses below.
- 8.7. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 8.8. Each party agrees that the Arbitration will be held as an expedited arbitration in Cape Town in accordance with the then current rules for expedited arbitration of AFSA by 1 (one) arbitrator appointed by agreement between the parties.
- 8.9. If the parties cannot agree on the arbitrator within a period of 10 (ten) business days after the referral of the dispute to arbitration, the arbitrator shall be appointed by the Secretariat of AFSA.
- 8.10. This clause shall not preclude any party from obtaining any interim relief on an urgent basis from a court of competent jurisdiction in the Republic of South Africa.